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SECTION A – REQUIREMENTS AND PRICES

CONTRACT ACRONYMS

AC	Advisory Circular
AD	Airworthiness Directive
AMD	Aviation Management Directorate
A&P	airframe and power plant
APCO	Association of Public-Safety Communications Officials
ASM	Aviation Safety Manager
ASO	Aviation Safety Office
ASTM	American Society for Testing and Material
ATC	air traffic control
CFR	Code of Federal Regulations
CO	Contracting Officer
COR	Contracting Officer's Representative
COTR	Contracting Officer's Technical Representative
CFR	Code of Federal Regulations
CTCSS	continuous tone coded squelch system
DDP	designated dispatch point
DM	degrees/minutes/decimal minutes
DOI	Department of Interior
DOT	Department of Transportation
ELT	emergency locator transmitter
EPA	Environmental Protection Agency
ERG	Emergency Response Guidebook
FAA	Federal Aviation Administration
FAR	Federal Acquisition Regulations
FS	Forest Service
FTR	Federal Travel Regulations
GVW	gross vehicle weight
GPM	gallons per minute
GPS	global positioning system
IAB	Interagency Airtanker Board
IAT	interagency aviation training
ICAO	International Civil Aviation Organization
ICS	intercom system
IFR	instrument flight rules
IP	Institute of Petroleum
MMSB	Manufacturer's Mandatory Service Bulletins
NBC	National Business Center
NFPA	National Fire Protection Association
NTSB	National Transportation Safety Board
NWCG	National Wildfire Coordinating Group
PA	public address system
PFD	personal flotation device
PIC	pilot-in-command
PPE	personal protective equipment
PSI	pounds per square inch
PTT	push to talk
RFP	Request for Proposals
RPM	revolutions per minute
SFI	Safety Foundation Incorporated
TBO	time between overhaul
TSO	technical service order
UL	Underwriter's Laboratory
USDA	United States Department of Agriculture
VFR	visual flight rules
VNE	velocity never exceed
VOX	voice activation
VSWR	voltage standing wave ratio

SECTION A - REQUIREMENTS AND PRICES

SCHEDULE OF SUPPLIES/SERVICES

A1. SOLICITATION REQUIREMENT: 2012 BLM EXCLUSIVE USE SEAT – OREGON

The intent of the Government in this solicitation is to award a single contract for the Bureau of Land Management (BLM) that includes all items contained within this solicitation. This solicitation is for exclusive use for Two SEAT aircraft for a guaranteed period of sixty (60) calendar days each with a Designated Base at Lakeview, OR and Ontario, OR. Each aircraft line item requires flight crews and fuel service/support vehicles as described below. This solicitation includes mutually agreed upon extensions (not guaranteed) of the contract period not to exceed 30 days.

The aircraft and flight crews will be assigned to the Designated Base shown in Section A. It is important to note that aircraft, flight crews and ground crews under this contract will be part the national response framework for the suppression of wildland fires and may be dispatched at the direction of the Government to locations throughout the Lower 48 States. While at the Designated Base, the Government is not responsible for flight and ground crew subsistence. When away from the Designated Base, the flight crew and aircrew are entitled to subsistence in accordance with Section C.

ITEM DESCRIPTION:

Aircraft Required: Two (2) turbine-powered (minimum 1220 SHP), Interagency Airtanker Board (IAB) -approved Type 3 single engine airtankers equipped as specified in Section B.

Fuel Service Vehicle/SEAT Support Vehicle: One vehicle per aircraft equipped as specified in Section B.

(Optional) One or two additional Fuel Service Vehicle/SEAT Support vehicles equipped as specified in Section B may be requested, if offered, at any time and will be priced on a Daily Basis as shown in Section A, Additional Pay Items.

Crew Complement Required per Aircraft: Pilot-in-Command (PIC) with Level I endorsement, Fuel Service/Support Vehicle Driver, relief PIC with Level I or level II endorsement and Relief Fuel Service/Support Vehicle Driver. A Level II pilot may only be provided for a maximum of 2 days in any 14-day period.

Designated Base: Lakeview, OR and Ontario, OR

Exclusive Use Period: July 1, 2012 through August 29, 2012 with 1 One Year Option (Same for Both Aircraft)

Minimum Aircraft Requirements: Must have a Standard and/or Restricted Airworthiness Certificate (see B2)

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

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

VFR, Day Only

Payload minimum capacity of 800 US gallons, 7,360 pounds

Endurance of at least one hour 30 minutes (1.5 hours) at 75% power, 800 US gallons, and a 200-lb pilot.

Capable of operating as configured above at 7,000 feet pressure altitude and 30º Celsius.

Cruise airspeed of at least 140 knots true airspeed at 7,000 feet pressure altitude and 30º Celsius.

Aircraft must have the gate system physically installed on the aircraft at time of inspection.

NOTE 1: Air Tractor 802 type aircraft are known to meet the above requirements.
NOTE 2: All exhibits applicable to this solicitation are included at the end of Section C.
NOTE 3: The following gates are IAB approved for Type 3 airtankers:

- Air Tractor Fire Gate
- Hatfield Gate
- Hydromax Gate (interim approved)

A2. Pricing – Base Year and One 1-Year Option

OFFEROR NAME:		
OFFEROR'S BASE OF OPERATIONS:		
DESIGNATED BASES - **LAKEVIEW, OR** - **ONTARIO, OR**	**EXCLUSIVE USE PERIOD** **60 Calendar Days Each for Two Aircraft**	**EXCLUSIVE USE PERIODS** **Date of Award or July 1, 2012, whichever comes later, through Aug 29, 2012 of each applicable year.**

****NOTE: THE AIRCRAFT LISTING BELOW WILL APPLY TO BOTH DESIGNATED BASES UNLESS STATED OTHERWISE BY OFFEROR. ONLY AIRCRAFT ON THIS LISTING WILL BE CONSIDERED FOR AWARD.**

****LIST OF AIRCRAFT OFFERED (include Tanker No.)**			
	Make/Model	FAA Registration # and Tanker #	Payload (gallons)
	Make/Model	FAA Registration # and Tanker #	Payload (gallons)
	Make/Model	FAA Registration # and Tanker #	Payload (gallons)
	Make/Model	FAA Registration # and Tanker #	Payload (gallons)
	Make/Model	FAA Registration # and Tanker #	Payload (gallons)
	Make/Model	FAA Registration # and Tanker #	Payload (gallons)

2012 BASE YEAR – JULY 1, 2012 THROUGH AUGUST 29, 2012

LINE ITEM	ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
10A	**EXCLUSIVE USE LAKEVIEW, OREGON**	**Daily Availability** Guaranteed days per aircraft subject to being available	AV	**Guaranteed** 60	DAYS	**$**	**$**
10B	**EXCLUSIVE USE ONTARIO OREGON**	**Daily Availability** Guaranteed days per aircraft subject to being available	AV	**Guaranteed** 60	DAYS	**$**	**$**
10C	**ESTIMATED FLIGHT TIME**	**PRICE PER FLIGHT HOUR. Will be used for all Items above.**	FT	***Estimated** 150	Flight Hour	**$**	**$**
10D	**OPTION TO EXTEND EXCLUSIVE USE PERIOD OF EITHER OR BOTH AIRCRAFT ABOVE**			**Estimated** 30	DAYS	**Same as Excl. Use Period**	
10E	**ADDITIONAL PAY ITEMS**	Estimated Funding for Additional Pay Items (see Table)	SC	EACH	------	----------	**$ 20,000.00**
TOTAL ESTIMATED COST FOR 2012 FOR BOTH DESIGNATED BASES							**$**

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

SECTION A - REQUIREMENTS AND PRICES

2013 OPTION YEAR ONE – JULY 1, 2013 THROUGH AUGUST 29, 2013

LINE ITEM	ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
20A	EXCLUSIVE USE LAKEVIEW, OREGON	**Daily Availability** Guaranteed days per aircraft subject to being available	AV	**Guaranteed** 60	DAYS	$	$
20B	EXCLUSIVE USE ONTARIO OREGON	**Daily Availability** Guaranteed days per aircraft subject to being available	AV	**Guaranteed** 60	DAYS	$	$
20C	ESTIMATED FLIGHT TIME	**PRICE PER FLIGHT HOUR. Will be used for all Items above.**	FT	***Estimated** 150	Flight Hour	$	$
20D	OPTION TO EXTEND EXCLUSIVE USE PERIOD OF EITHER OR BOTH AIRCRAFT ABOVE			**Estimated** 30	DAYS	**Same as Excl. Use Period**	
20E	ADDITIONAL PAY ITEMS	Estimated Funding for Additional Pay Items (see Table)	SC	EACH	------	----------	$ 20,000.00
TOTAL ESTIMATED COST FOR 2013 FOR BOTH DESIGNATED BASES							$
TOTAL ESTIMATED COST FOR 2012 AND 2013 FOR BOTH DESIGNATED BASES							$

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

OPTIONAL FUEL SERVICE VEHICLES/SEAT SUPPORT VEHICLE (FSV/SSV) - (MUST MEET REQUIREMENTS CITED IN SECTION B8) Please Check Appropriate Block Below

CONTRACTOR AGREES TO PROVIDE ONE ADDITIONAL VEHICLE (Does not include FSV/SSV s required for exclusive use aircraft) **YES_____ NO_____**
CONTRACTOR AGREES TO PROVIDE TWO ADDITIONAL VEHICLES (Does not include FSV/SSV s required for exclusive use aircraft) **YES_____ NO_____**
Additional Fuel Service Vehicles/Support Vehicles will be priced as Additional Pay Items

THE ADDITIONAL PAY ITEMS SHOWN BELOW APPLY TO ALL LINE ITEMS ABOVE (See C31)

	ADDITIONAL PAY ITEMS	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE
A.	Extended Standby – Pilot	EP	INDEFINITE	HOUR	$ 49.00
B.	Extended Standby – Driver	ET	INDEFINITE	HOUR	$ 34.00
C.	Additional Fuel Service Support Vehicle with Driver	SD	INDEFINITE	DAY	$500.00
D.	Additional Driver Only	P01	INDEFINITE	DAY	$350.00
E.	Retardant Labor during Unavailability	P01	INDEFINITE	DAY	$350.00
F.	Subsistence Allowance	PD	INDEFINITE	Overnite	Per FTR
G.	Fuel Servicing Vehicle Mileage	SML	INDEFINITE	Mile	$ 2.50
H.	Mix, Test and Load Retardant	P55	INDEFINITE	GAL	$ .20
I.	Contractor Miscellaneous Costs	SC	INDEFINITE	EACH	Actual Cost

FOR GOVERNMENT USE ONLY – DO NOT WRITE IN THIS AREA

Requested and Effective Date This Adjustment		Type Aircraft	☒ Jet Fuel ☐ Av Gas
Fuel Source Location	KLKV Lakeview County Airport KONO Ontario Municipal Airport	541-947-4222 541-889-9197	
Full Service Jet Fuel Base Price (gal)**	**$5.99 (tax incl.)**	Reference Price	
Effective Date	**Date of Award**	Effective Date	
Source Document	**ORIGINAL CONTRACT**	Source Document	
Difference	$ X consumption rate of __	Increase Due	
Old Flight Rate		New Flight Rate	
Re-established Base Price		Effective Date	

****The Base Price represents the Average of the Two Source Locations. See C18.**

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 exclusive use airplane flight services with guaranteed daily availability to support water/retardant application for fire suppression operations. Airplanes must be approved for use as single engine airtankers (SEATs) in support of the Bureau of Land Management (BLM). Contractor services include provision of an aircraft, personnel, fuel service/support vehicle, fuel, and all other associated equipment as prescribed in this solicitation/contract.

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

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

B1.4 During the task order period, and any subsequent extension, aircraft furnished shall be subject to the exclusive use and control of the Government 24 hours per day, 7 days per week.

B2 Certifications

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

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

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

B2.2.1 The Government will evaluate single engine airplanes carrying 800 to 1,799 gallons for use as Type 3 SEATs. 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 must meet Interagency Airtanker Board (IAB) requirements. Gates and flow control system must have IAB approval or interim approval.

B2.3 Operations Manual

The Contractor is required to have and use a written operations/maintenance manual. The manual must include at least the following procedures:

B2.3.1 Compliance with aircraft weight and balance limitations.

B2.3.2 Ensuring 14 CFR 91 required airworthiness inspections have been made and the aircraft has been approved for return-to-service in accordance with 14 CFR 43.5.

B2.3.3 Reporting and recording of mechanical irregularities that occur before, during, and after completion of a flight.

B2.3.4 Determining that mechanical irregularities or defects reported during previous flights have been corrected.

B2.3.5 Obtaining maintenance, preventive maintenance, and servicing of the aircraft when the pilot is authorized to act for the operator.

B2.3.6 Refueling, detection of fuel contamination, and protecting from fire (including electrostatic protection).

B2.3.7 Compliance with flight manual "emergency procedures."

B2.3.8 The approved aircraft inspection program.

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

B2.3.10 One complete copy of the operations manual is required to be submitted with Contractor's offer and will be incorporated and made a part of the contract. The Contractor is required to provide any written updates that are made to their operations manual to the Contracting Officer (CO) during the life of the contract.

B2.4 Training Program

The Contractor is required to establish and implement a training program for pilots and support personnel that

satisfies the requirements of this contract and ensures that each pilot and support person is adequately trained to perform their assigned duties.

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

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

B3 Order of Precedence (Specifications)

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

B4 Contracts

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

EQUIPMENT REQUIREMENTS

B5 Condition of Equipment

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

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

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

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

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

B6 Aircraft Equipment Requirements

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

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

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

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

B6.1.3 Free air temperature indicator.

B6.1.4 Rate-of-climb indicator.

B6.2 Landing lights.

B6.3 White wing-tip strobe lights.

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

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

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

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

B6.6.1 Current approved pilot's operating handbook (POH), including performance charts, as appropriate.

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

Preflight	
Before starting engines	Emergencies:
Before takeoff	Fuel
Cruise	Electrical

Before drop	Hydraulic
After drop	Mechanical
Before landing	
After landing	
Stopping engine	

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

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

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

B6.7.1 Aircraft must be Interagency Airtanker Board (IAB) approved or interim approved as a single engine airtanker as stated in Section A. The complete IAB document can be found at www.fs.fed.us/fire/aviation/fixed_wing/airtankers/index.html#iab. Field approvals or tentative approvals will not be accepted.

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

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

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

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

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

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

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

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

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

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

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

B7 Avionics Requirements

B7.1 General

B7.1.1 The Contractor must provide, install, and maintain the following systems in accordance with the manufacturer's specifications and the installation and maintenance standards of Section B7. Detailed avionics systems performance requirements are listed in *Avionics Operational Test Standards* (copies available upon request from NBC AMD Avionics or at http://amd.nbc.gov/library/handbooks/aots.pdf).

B7.2 Avionics Installation and Maintenance Standards

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

B7.2.2 All avionics systems requiring an antenna must be installed with a properly matched, aircraft-certified antenna, unless otherwise specified. Antennas must be polarized as required by the avionics system and must have a voltage standing wave ratio (VSWR) of 3.00 to 1 or better.

B7.2.3 Although the contract aircraft may not be certified for flight under instrument flight rules (IFR), the aircraft's static pressure system, altimeter instrument system, and

automatic pressure altitude reporting system must be maintained in accordance with the IFR requirements of 14 CFR Part 91.411 and inspected and tested every 24 calendar months, as specified by 14 CFR Part 43, appendices E and F.

B7.3 Communications Systems

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

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

B7.3.3 One APCO Project 25-compliant (P25) VHF-FM aeronautical transceiver (FM-1), which provides selection of narrowband (12.5 kHz) analog, wideband (25.0 kHz) analog, or narrowband (12.5 kHz) digital bandwidth operation on each of a minimum of 100 MAIN field-programmable channels. The transceiver's operational controls must be located and arranged so that the pilot and observer/copilot, when seated, have full and unrestricted movement of each control without interference from their clothing, the cockpit structure, or the flight controls.

B7.3.3.1 The transceiver's operational frequency range must include the MAIN band of 136.0000 MHz to 173.9975 MHz. The operator(s) must be able to program any usable channels within that band, along with any required CTCSS tones, National Access Codes (NACs), or Talk Group IDs (TGIDs), 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-136A/NV
Cobham (formerly NAT) NPX-136D-070

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

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

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

B7.3.5.3 The Contractor must maintain a subscription service through the AFF equipment provider allowing AFF position reporting for satellite tracking via Webtracker. The position-reporting interval must be every two minutes while the aircraft is in flight. The Contractor must register their AFF equipment with the Fire Applications Support Desk (FASD) providing: Complete tail number, manufacturer and serial number of the AFF transceiver; aircraft make and model; and Contractor contact information. If the Contractor relocates previously registered AFF equipment into another aircraft, then the Contractor must contact the FASD making the appropriate changes prior to aircraft use. In all cases, the Contractor must ensure that the correct aircraft information is indicated within Webtracker. The Contractor must contact the FASD of system changes, scheduled maintenance, and planned service outages.

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

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

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

B7.4 Navigational Systems

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

B7.5 Audio Systems

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

B7.6 Other Avionics

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

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

The following radio models are known to meet the above requirements as of August 11, 2011:

Datron G25RMV100, G25RMV110, G25ASU001
Midland STM-1050B, STM-1055B, STM-1115B
Relm/BK Radio: DMH5992*, DMH5992X HP*, KNG-M150
*Smartmic option required

NOTE: As of the above date, no ICOM, Motorola, Kenwood, or other radios are known to meet these requirements.

B8 Fuel Service/Support Vehicle Requirements

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

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

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

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

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

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

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

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

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

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

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

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

B8.2 Fuel Servicing Vehicle: Equipment

B8.2.1 Each aircraft fuel servicing tank vehicle must have two fire extinguishers, each having a rating of at least 20-B:C, with one extinguisher mounted on each side of the vehicle/trailer and easily accessible. If mounted inside an enclosed area, the placards must point to these mounted locations. Extinguisher(s) must comply with *NFPA 10: Standards for Portable Fire Extinguishers.*

B8.2.2 Tanks mounted on vehicles must be designed to allow contaminants to be removed from the sump or sediment settling area. Sump must be easily accessible for daily fuel sampling and recording.

B8.2.3 Hoses compatible with the aviation fuel being serviced must be free of cracks that show the underlying cord and be in good repair.

B8.2.4 The fuel nozzle must include a 100-mesh or finer screen with a dust protective device. Nozzle hold-open devices are not permitted.

B8.2.5 Fuel servicing vehicles configured to support single-point pressure refueling must be equipped with a deadman's switch control or device to shut off fuel flow to the aircraft in the event the fuel handler is incapacitated.

B8.2.6 An accurate fuel-metering device for registering quantities in U.S. gallons of fuel pumped must be provided. The meter must be positioned in full view of the fueler while fueling the aircraft.

B8.2.7 The fuel servicing vehicle tank capacity shall provide for a minimum of 6 hours of flight time. The fuel servicing vehicle shall have adequate bonding cables and be utilized in accordance with *NFPA 407: Aircraft Fuel Servicing.* The fuel servicing vehicle manufacturer's gross vehicle weight (GVW) (with all required fuel and accessories) shall not be exceeded. The fuel and support servicing vehicle shall be capable of carrying the Contractor crew's water, food, overnight gear, and other items to support a lengthy assignment.

B8.2.8 The Contractor must be responsible for all cleanup of fuel, oil, and retardant contamination on airport ramps, retardant sites, parking areas, landing areas, etc., when caused by Contractor aircraft, equipment, or personnel. Fuel servicing vehicles must carry sufficient petroleum product absorbent pad or materials to absorb or contain a 5-gallon petroleum spill. The Contractor is responsible for proper disposal of all products used in the cleanup of a spill in accordance with the Environmental Protection Agency (EPA) (40 CFR Parts 261 and 262).

B8.2.9 Filter and pump sizes shall be compatible with the aircraft being serviced. A 10-gallon-per-minute flow rate delivered by the filter and pumped at the nozzle is the minimum size acceptable.

B8.2.10 Gasoline-engine-driven pumps shall have an ignition system designed to prevent arcing and a U.S. Department of Agriculture-approved spark arrestor muffler. All gasoline-powered refueling pumps shall have a metal shield between the pump and engine.

B8.3 Fuel Servicing Vehicle: Filtering System

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

B8.3.2 The filter manufacturer's operating, installation, and service manual must be carried in the fuel servicing vehicle and followed.

B8.3.3 Filtration must meet one of the following qualifications: Institute of Petroleum (IP), API 1581, or Mil-F-8901E. Some examples of IP qualified elements are Velcon CDF 210K, CDF 220K, ACO 51201K, ACO 21201K, ACO 40501SPK, and ACO 40901SPK, or Facet Spin-On cartridges FGS-O-405 and FGS-O409, and Facet FG-210-2, FG215-2, FG-220-2, FG-O-512-2, FG-O-609-2, and FG-O-614-2.

B8.3.4 The filter vessel must be placarded indicating the filter change date.

B8.3.5 Differential pressure gauge(s), if required by system operational pressures of 25 psi and above, or by filter manufacturer, must be operational, in good repair, and visible to fueler while fueling operations are conducted.

B8.3.6 The filter assembly must be mounted to allow room for draining and pressure flushing of the unit. If installed, water sight gauge balls must be in full view of the fuel handler while fueling the aircraft.

B8.3.7 Three-stage (filter, water separator, monitor) systems (API/IP 1581 or Mil-F-8901E qualified). Fueling systems must utilize a three-stage system such as a Facet part number 050970 M2 (900442-FG-220) using Facet cartridges for a 20-gallon-per-minute pump or equal. A Facet part number 050971-M2 (900443-FG-210) using Facet cartridges for a 10-gallon-per-minute pump or equal. All three-stage filter elements should be from the same manufacturer. An acceptable third stage (monitor) unit is Velcon CDF 220K for 20-gpm flow or Velcon CDF 210K for 10-gpm systems.

B8.3.8 Single-stage system or three-in-one filter canister systems (API/IP 1583 qualified) must utilize a single element system such as a Velcon or Facet filter canister with Aquacon or Facet Fuel Gard (FG-O-xxx) cartridge of a size compatible with the pump's flow rate.

Examples: Velcon VF-61 canister with an ACO-51201K cartridge for 50- to 60-gpm flow rate or ACO-40501SPK for 10- to 15-gpm flow rate. Facet Fuel Gard canister with a Facet FG-O-512-2 or Facet Spin-On cartridge FGS-O-405 and FGS-O-409 for 10- to 15-gpm flow rate. Facet 21 series canister with a FG-O-609-2 cartridge for 40-gpm flow rate. Facet 22 series canister with a FG-O-612 for 50-gpm flow rate.

B8.3.9 At least one spare filter, seals, and any other spare components of the fuel servicing vehicle filtering system must be stored in a clean, dry area in the fuel servicing or support vehicle.

B8.4 Fuel Servicing Vehicle: Markings

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

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

Examples: Jet-A white on black background or Avgas 100 white on blue background.

B8.5 Fuel Servicing Vehicle: Operations

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

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

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

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

PERSONNEL REQUIREMENTS

B9 Pilot Requirements and Authority

The Contractor must furnish a pilot for each day the aircraft is required to be available. The pilot must have the authority to represent the Contractor in all matters except changes in price and time unless the CO is notified otherwise, in writing, prior to performance.

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) discretion.

B10.2 Minimum Qualifications.

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

B10.2.1 An FAA commercial pilot certificate or higher and instrument rating.

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

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

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

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

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

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

B10.3 Reserved.

B10.4 Aerial firefighting knowledge and training.

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

1. Annual company SEAT training program as described in B2.4.1 of this contract. This training is required to be completed in full for each company the pilot works for (maximum 2).
2. SEAT Triennial National Training Course. Must be completed by December 31, 2014.
3. Level I's must attend the National SEAT Academy at McClellan, California, by December 31, 2014, and every 36 months thereafter. Note: Level II's are not required to attend the National SEAT Academy.
4. Initial SEAT computer-based training courses (Interagency Aviation Training (IAT), http://www.iat.gov).

B10.5 Approved primary pilots must be designated as "Level I" (journeyman level); relief pilots may be "Level I or II." Pilot levels are described below and are based on the criteria shown:

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

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

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

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

B10.5.2.2 Prior to being eligible to attain Level I status, the pilot must have attended the National SEAT Academy, operated as a Level II pilot for 1 calendar year, and successfully flown a minimum of 25 fire missions under the supervision of a recognized air tactical group supervisor (ATGS) or lead pilot while operating in the incident airspace concurrently with three or more additional tactical aircraft within the last 36 months. These 25 missions must be documented in the pilot's logbook or appropriate form, denoting date, fire, and qualified ATGS or lead pilot name. (The U.S. Department of the Interior or the U.S. Forest Service must recognize the ATGS or lead pilot as qualified.)

B10.5.2.3 Pilots can only acquire training and experience towards the Level I rating while performing under a Federal SEAT contract, approved cooperating agency SEAT program or as an initial attack qualified PIC on a Federal large airtanker contract.

B10.5.3 Primary pilot: 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.

B10.5.4 Relief pilot: A pilot assigned to staff an aircraft when the primary pilot is not available.

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

B11 Personnel Duty Limitations

B11.1 Federal agencies may issue a notice reducing the length of personnel duty days and/or increasing days off either on a geographic or agency-wide basis.

B12 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:

B12.1 A maximum of 14 consecutive duty hours during any assigned duty period.

B12.1.1 The pilot must be given 2 calendar days of rest (off duty) within any 14 consecutive calendar days.

B12.1.2 The pilot must be given a minimum of 10 consecutive hours of rest (off duty) prior to any assigned duty period.

B12.1.3 Regardless of the above limits, pilots are expected to notify the SEAT manager if they become fatigued prior to reaching the duty day limit.

B12.2 Flight limitations.

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

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

B12.2.3 Flight crewmembers will be limited to the following flight hour limitations, which must fall within their duty hour limitations:

B12.2.3.1 A maximum of 8 hours flight time during any assigned duty period.

B12.2.3.2 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.

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

B13 Mission Currency Training Flights (MCTFs)

B13.1 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 will be conducted every 14 days, (or can be conducted in sequence with relief cycles) 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.) The Contractor will be paid for all MCTFs.

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.

B13.3 Mission currency. A pilot is considered mission current when they have flown a fire mission or MCTF in the previous 14 days. A pilot is not required to be mission current at the start of a contract.

B13.3.1 MCTFs will be conducted solely at the Government's discretion. When circumstances preclude the Government from conducting an MCTF, the pilot and aircraft will remain available under the contract to be dispatched.

B14 Reserved

B15 Reserved

B16 Fuel Service/Support Vehicle Driver Requirement and Qualifications

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

B17 Fuel Service/Support Vehicle Driver Duty Limitations

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

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

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

B18 Relief PIC Requirement

B18.1 The relief PIC may be either Level I or Level II qualified. A Level II pilot may only be provided for a maximum of 4 days in any 14-day period. Additional days for use of a Level II pilot may be approved on a case-by-case basis by the Contracting Officer's Representative (COR).

B18.2 The Contractor must provide a qualified relief crew consisting of a pilot and support/service vehicle driver that is available to perform duties on the regular crewmember's scheduled days off.

B18.3 The Contractor must provide a planned schedule of relief duty days to the COR and/or the Project Inspector (PI) at the start of the exclusive use period.

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

OPERATIONS

B19 Pilot Authority and Responsibility

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

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

B19.2 Must not permit any passenger to ride in the aircraft. The pilot must not permit any cargo to be loaded in the aircraft unless authorized by the CO or his authorized representative.

B19.3 Must be responsible for ensuring that there are no maintenance discrepancies prior to flight. Any discrepancy must be addressed in accordance with the operator's procedures and this contract.

B19.4 Notwithstanding the provisions of 14 CFR 137.45, the PIC must fly traffic patterns and altitudes in accordance with 14 CFR 91. Minimum altitude between airport operations area and fire operations area shall be 500 feet AGL.

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

B19.5.1 He or she possesses a valid FAA mechanic certificate with appropriate airframe and/or powerplant ratings.

B19.5.2 Any time during which the pilot is engaged in mechanic duties will apply against the pilot's duty day limitations. All time in excess of 2 hours (not necessarily consecutive) must apply against the pilot's flight limitations. After 2 hours, every hour spent as a mechanic will be applied against pilot flight time one to one.

B19.5.3 A certificated mechanic other than the pilot-in-command of that aircraft performs scheduled inspections.

B19.6 The pilot is responsible for determining the aircraft's gross weight and must ensure that the aircraft's type certificate limitations or authorized increased weight is not exceeded. When necessary, due to density altitude or ambient conditions, the pilot must download the aircraft by an amount that will preserve a safe margin of performance. The following items must be included in the aircraft's operating weight for performance calculations (also see B6.6.3):

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

B19.6.2 Pilot with required personal protective equipment.

B19.6.3 Necessary flight kit materials.

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

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

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

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

B19.7 The pilot may be required to correctly mix, test, and load Government-provided retardants and suppressants at remote sites.

B20 Flight Operations

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

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

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

B20.2.1 All pilots must be proficient when they arrive at the designated base or reporting location. Relief pilots may arrive one day before their duty day to become proficient at the Contractor's expense.

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

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

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

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

B20.7 Reserved

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

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

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

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

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

B20.13 To maintain airplane readiness and mission currency during the contract period, the Government will order mission currency training flights be performed if the pilot has not been mission active within the last 14 days. Government ordered mission currency flights will be paid at the rates set forth in Section A.

B20.14 SEAT aircraft may be loaded by trained Government or contract personnel at temporary or permanent airtanker bases.

B20.15 Aircraft may be released to the Contractor for relief pilot proficiency flights at no cost to the Government if approved in advance by the Government representative. The Contractor will not be charged unavailability for these flights.

B21 Security of Aircraft and Equipment

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

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

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

Unacceptable locking devices and security methods are:

Locking aircraft doors
Fenced or gated parking area

B22 Personal Protective Equipment (PPE)

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

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

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

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

B22.4 Pilot must possess a first aid kit suitable for individual use located in the cockpit. This kit should be contained in the flight suit pockets or worn in a vest or pouch. If the kit is secured in the cockpit, it must be in a conspicuously marked and accessible location.

B23 Reserved

B24 Reserved

B25 Fuel and Servicing Requirements

B25.1 General

B25.1.1 The Contractor must supply all fuel and lubricating oils required to operate all equipment during the contract period. All fuel must be commercial (or military) grade aviation fuel approved for use by the airframe and engine manufacturer. Only fuels meeting American Society for Testing and Material (ASTM) or military specifications are authorized for use. ASTM D-1655 (Jet A, A-1, or B), Mil T-5624 (JP-4, JP-8, JP-5), ASTM-D-910, or Mil T-910 (grade 80, 100, or 100LL).

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

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

B25.1.3.1 The NFPA fuel-handling handbook must be used as a guide, except that portion that states no passengers shall be on board the aircraft during fueling operations. Copies of *NFPA 407: Aircraft Fuel Servicing* can be obtained from the National Fire Protection Association, Batterymarch Park, Quincy, MA 02269.

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

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

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

B25.1.7 The Contractor must ensure that they are in compliance with 40 CFR Part 112: Oil Pollution Prevention; Spill Prevention, Control, and Countermeasure Plan Requirements (SPCC).

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

B25.2 Operations. The Contractor must ensure that:

B25.2.1 The Contractor must have an FAA-approved program for rapid refueling of airplanes as directed by 14 CFR 135.23. When ordered by the Government and the pilot agrees, rapid refueling of airplanes is permitted by this contract when done in accordance with *NFPA 407: Aircraft Fuel Servicing.*

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

B25.2.3 Smoking is not prohibited within 50 feet of the aircraft and fuel servicing vehicles.

AIRCRAFT MAINTENANCE REQUIREMENTS

B26 General - Maintenance

B26.1 As a minimum, SEATs must receive annual **and** 100-hour inspections and must be maintained in accordance with an FAA-approved/accepted inspection program. All maintenance preformed on contract aircraft must be recorded in the aircraft's maintenance record in accordance with 14 CFR parts 43.9 and 43.11, and a copy of the records required by 14 CFR 91.417 kept with the aircraft. An FAA-approved maintenance manual and 14 CFR 91.405 must be used to accomplish continued airworthiness.

B26.2 Prior to the initial inspection, all maintenance deficiencies must be corrected or deferred in accordance with 14 CFR Part 91.213. Equipment required by this procurement may not be deferred. Deferred discrepancies must be evaluated and the aircraft approved for use on a case-by-case basis. Those deficiencies occurring during performance must be corrected in accordance with appropriate Federal Aviation Regulations or operator's approved maintenance manual.

B26.3 All components must be overhauled upon reaching the factory-recommended time or FAA-approved extension. Turbine engine hot section inspections (HSIs) and engine overhaul must be accomplished upon reaching the factory-recommended time/cycles or in accordance with an FAA-approved extension. All time-life parts due by either hour, cycle, or calendar days must be replaced upon reaching the factory-recommended time or FAA-approved extension. All work must be accomplished in accordance with the manufacturer's or approved STC holder's current maintenance instructions.

B26.3.1 The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

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

B27.1 The Contractor must comply with all applicable MMSBs and Federal Aviation Administration (FAA) ADs before and during contract performance.

B27.2 The Contractor must provide and make available a list of the MMSBs and FAA ADs applicable to the contract aircraft in the format shown in AC 43-9C, Appendix 1, complete with authorized signature, certificate, type and number. Signatures of persons verifying accuracy of the list is required.

B28 Manuals/Records

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

B28.2 Reserved.

B28.3 Before the start date of the contract, the Contractor must ensure that all maintenance deficiencies have been corrected or deferred in accordance with the operator's accepted/approved maintenance program. Deferred discrepancies will be evaluated and the aircraft approved for contract use on a case-by-case basis. In accordance with the appropriate Federal Aviation Regulations (FARs) or the approved maintenance program, the Contractor must correct deficiencies that occur during contract performance.

B29 Maintenance

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

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

B29.3 Routine maintenance must be performed before or after the daily use or as approved by the COR.

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

B30 Maintenance Test Flight

B30.1 The Contractor must, at their own expense, perform a functional maintenance checkflight following installation, overhaul, major repair, or replacement of any engine,

propeller, or flight control system, or when requested by the COTR. This must be accomplished before the aircraft resumes service under the contract.

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

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

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

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

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

B32 Weight and Balance

B32.1 <u>The aircraft will be weighed in contract configuration 90 days before the contract start date</u> and following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft.

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

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

SECTION C – CONTRACT TERMS AND CONDITIONS

CONTRACT CLAUSES

C1 Contract Terms and Conditions – Commercial Items (52.212-4 FEB 2012) [Tailored SEPT 2005]

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

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

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

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

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

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

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

(g) *Invoice.*

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

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

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

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

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

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

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

(i) *Payment.* –

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

(2) *Prompt Payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
(3) *Electronic funds transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall --
(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

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

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
(6) *Interest*. (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(V) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by 33.211 if –

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
(B) The Contractor fails to liquidate a debt previously specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
(v) Amounts shall be due at the earliest of the following dates:

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

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

(A)The date on which the designated office receives payment from the Contractor;
(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

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

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

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

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

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

default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

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

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 3701, *et seq*., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *Central Contractor Registration (CCR).*

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (q)(2)(i) of this clause, or fails to perform the agreement at paragraph (q)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at *https://www.acquisition.gov* or by calling 1-888-227-2423 or 269-961-5757.

C2 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (FEB 2012)

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

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) Public L. 108-77, 108-78)

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

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

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

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

☒(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (FEB 2012) (Pub. L. 109-282) (31 U.S.C. 6101 Note).

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

☒(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note).

☒(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JAN 2012) (41 U.S.C.2313)

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

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

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

☐(11) [Reserved]

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

☐ (ii) Alternate I (NOV 2011).

☐(iii) Alternate II (NOV 2011).

☐(13) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003)(15 U.S.C. 644).

☐(ii) Alternate I (OCT 1995) of 52.219-7.

☐(iii) Alternate II (MAR 2004 of 52.219-7.

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

☐(15)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011)(15 U.S.C. 637(d)(4).

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

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

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

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

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

☒Limitation on Subcontracting Report - Alternate I (JAN 2012)

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

☐(19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

☐(ii) Alternate I (JUNE 2003)of 52.219-23.

☐(20) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (DEC 2010)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

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

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

☒(23) 52.219-28, Post Award Small Business Program Representation (APR 2009) (15 U.S.C. 632(a)(2).

☐ (24) 52.219-29 Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns (NOV 2011).

☐ (25) 52.219-30 Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (NOV 2011).

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

☐(27) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

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

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

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

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

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

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

☒(34) 52.222-54, Employment Eligibility Verification (JAN 2009). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

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

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

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

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

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

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

☐(40)(i) 52.225-3, Buy American Act - Free Trade Agreements-Israeli Trade Act (JUN 2009) (41U.S.C. 10a - 10d, 19U.S.C. 3301 note, 19U.S.C. 2112 note, 19U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

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

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

☐(41) 52.225-5, Trade Agreements (JUN 2009)(19 U.S.C. 2501, *et seq*., 19 U.S.C. 3301 note).

☒(42) 52.225-13, Restriction on Certain Foreign Purchases (JUNE 2008) (E.O's, proclamations and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐(43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

☐(44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42.U.S.C. 5150)

☐(45) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐(46) 52.232-30, Installment Payments for Commercial Items (OCT 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☒(47) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (OCT 2003)(31 U.S.C. 3332).

☐(48) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (MAY 1999)(31 U.S.C. 3332).

☐(49) 52.232-36, Payment by Third Party (FEB 2010)(31 U.S.C. 3332).

☐(50) 52.239-1, Privacy or Security Safeguards (AUG 1996)(5 U.S.C. 552a).

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

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

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

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

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

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

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

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

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

☐(7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).

☐(8) 52.237-11, Accepting and Dispensing of $1 Coin (SEPT 2008) (31U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

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

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

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

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010)(15 U.S.C. 637 (d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved.]

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

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

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

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)(E.O.13496), Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

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

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

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

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

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

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

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

ADDENDA TO CONTRACT TERMS AND CONDITIONS

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

C3.1 Inspection Scheduling and Process

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

C3.1.2 The Contractor must provide information specific to the aircraft, equipment, and personnel (training certificates, etc.) being proposed for use during each year of the contract.

C3.1.3 Approved aircraft, fuel servicing vehicles and pilots will be issued an Interagency Aircraft Data Card, an Interagency Data Card - Fuel Service Vehicle, or Interagency Pilot Qualification card, as applicable. The aircraft and pilot cards detail the activities for which they are authorized. The fuel servicing vehicle card only indicates that the vehicle meets the additional equipment specified in Section B, and in no way indicates that the vehicle meets any requirement of 49 CFR.

The Contractor must ensure that:

C3.1.3.1 The aircraft data card is kept in the aircraft and available for inspection at all times.

C3.1.3.2 The pilot qualification card is kept in the possession of the pilot and available for inspection at all times.

C3.1.3.3 The fuel service/support vehicle data card is kept in the vehicle and available for inspection at all times.

C3.1.4 If the COTR determines any aircraft/equipment/personnel and records/documents presented for inspection are not completely ready for the inspection or are determined to be nonconforming as required by the contract, the COTR may suspend the inspection(s) and schedule a reinspection for another time/date/site. The Contractor may be charged for the cost of reinspection, in accordance with Section C3.5.

C3.2 Equipment

C3.2.1 The aircraft will be inspected to ensure compliance with all contract requirements. The Government may require in-flight dynamic testing of aircraft systems. This testing may be conducted in conjunction with pilot evaluation flight(s), and will be performed at no cost to the Government.

C3.2.2 The contractor will be required to provide a copy of their Supplemental Type Certificate (STC) and IAB Approval Certificate, when applicable, at the time of inspection.

C3.2.3 Fuel service/support vehicle(s), fuel cache(s) and other equipment will be inspected to ensure contract compliance.

C3.3 Personnel

C3.3.1 Pilots. Only those individuals whose past flight time and experience can be verified from log books, employment records, etc., will be approved for contract use. The Contractor cannot substitute any pilot flight evaluation time for any of the total pilot flight hour requirements listed in this contract.

C.3.3.2 The COTR's representative will conduct a pilot flight evaluation to further verify pilot(s)' ability to perform under this contract, when determined necessary. Pilot evaluations may consist of an actual flight examination and a written or oral test. The evaluation will be conducted in accordance with the Interagency Airplane Pilot Practical Test Standard (PTS). The PTS is available online at http://amd.nbc.gov/library/handbooks/IAPracticalTestStandards.pdf. A pilot must be capable of demonstrating proficient operation of all aircraft equipment identified in Section B during the flight evaluation. The oral test will include evaluation of the pilot's knowledge of the company Safety Management System Components (see C12).

C3.3.2.1 The aircraft used for the flight evaluation(s) must be the same make, model and series awarded for this contract. At COTR discretion, the flight evaluation may be conducted in only one aircraft make, model, and series if multiple make, model and series of aircraft are awarded. Flight evaluation(s) will usually be performed in areas that provide access to terrain similar to that to be flown during the contract period. Evaluation flights may be conducted at the McClellan Air Base, CA facility in a simulator and will be for the purpose of determining the procedural competency of the pilot candidate. Flight evaluations are conducted at the Contractor's expense.

C3.3.2.2 During the flight evaluation, pilot inspectors retain discretionary authority in determining the competency of the pilot and may delete elements of the flight evaluation to determine competency. The Government will make the final determination as to the pilot's ability to successfully meet contract requirements. The Government has the right to conduct interim evaluations of pilot performance throughout the performance period(s).

C3.3.3 Services provided under this contract require DOI special use flight activities as identified herein. Pilots must have satisfactorily completed an agency initial and/or periodic flight evaluation(s) for these activities before being approved for use under the contract, unless otherwise indicated in the contract. The COTR will provide detailed information concerning the types and frequency of special use pilot flight evaluations when requested. Effective 1 October 2010, DOI flight evaluation intervals are as follows:

Level I pilots: every 36 months
Level II pilots: every 12 months

C3.3.4 Approximately one third of all Level I pilots will be evaluated during the first year of the contract, another third during the second year, and the final third during the last year of the contract. All new pilots and Level II pilots must be evaluated annually regardless of the contract year.

C3.3.5 Each fuel service/support vehicle driver may be requested to demonstrate an acceptable knowledge of correct fueling procedures and of all fueling and safety equipment on the fuel servicing vehicle.

C3.4 Substitute Personnel, Aircraft, or Equipment

C3.4.1 The Contractor may request the use of substitute personnel, aircraft, or equipment that was not initially approved for use. All proposed substitutes must meet pertinent contract specifications, be approved in writing by the CO, and be subject to inspections and approvals identified herein prior to use. The Contractor must submit a written request for inspections of substitutes to the COTR seven days prior to the scheduled arrival at the site. Requests received with fewer than seven days' notice will be accomplished as permitted by the COTR's schedule.

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

C3.5 Reinspection Expenses

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

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

ADMINISTRATIVE MATTERS

C4 Type of Contract (52.216-1 APR 1984). The Government contemplates award of an indefinite delivery/indefinite quantity type contract.

C4.1 Indefinite Quantity (52.216-22 (OCT 1995)

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

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government,

when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

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

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

C5. 52.216-18 Ordering. (52.216-18 OCT 1995)

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

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

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

C5.1 Order Limitations. (52.216-19 OCT 1995)

(a) *Minimum order*. When the Government requires services covered by this contract in an amount less than the guaranteed daily availability minimum order of 60 calendar days, as shown in Section A, 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 $6,500,000;

(2) Any order for a combination of items in excess of $9,500,000 or

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

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

C5.2 Orders for Services

The Government does guarantee to offer orders for service in the form of a task order under this contract as stated in C5.1. A "guaranteed offer" is considered to be a minimum of no less than 60 calendar days of Availability for one aircraft. Estimated flight hours and additional pay items will also be included in the task order(s) but are not considered part of the guarantee.

C5.2.1 Task Orders will be placed by the Contracting Officer for all services under this contract. A task order will be issued for the exclusive use aircraft that will include the guaranteed daily availability, estimated flight hours and estimated additional pay items.

C5.3 <u>Additional Fuel Service Vehicle/SEAT Support Vehicles (when applicable)</u> Additional fuel service/SEAT support vehicles equipped as specified in Section B, and in addition to FSSVs provided with exclusive use aircraft may be requested at any time and will be priced on a Daily Basis as shown in Section A, Additional Pay Items. These vehicles may be included on an existing task order or placed on an individual task order and may be dispatched to various locations.

C5.3 Option to Extend Exclusive Use Period

Upon mutual agreement by both parties, the CO may extend the exclusive use performance period by issuing written notice to the Contractor prior to the expiration of the exclusive use period. The extension will be on a day-to-day basis not expected to exceed 30 calendar days. Extensions require a mutual agreement and funding by means of a bilateral modification issued by the CO.

The contract terms, conditions, specifications and pricing will apply to each extension as defined in Section A. In accordance with the Federal Travel Regulations (FTRs), the Government will pay subsistence daily for each overnight for each authorized crew member while operating at the Designated Base or an alternate base during the extension period.

C6. Availability of Funds (52.232-18 APR 1984)

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

C6.1 Availability of Funds for the Next Fiscal Year (52.232-19 APR 1984)

Funds are not presently available for performance under this contract beyond September 30, 2012. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30th until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

C7 Aircraft Insurance

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

C7.1 Contractor's Environmental Responsibilities

C7.1.1. 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.

C7.1.2 The Contractor is responsible for handling and clean-up of fuel, oil, and retardant contamination on airport ramps, retardant sites, parking areas, landing areas, etc., when caused by Contractor aircraft or personnel.

C7.1.3. The Government may assign an area to be utilized by the Contractor for storage of equipment used in support of Contract performance. Oil, solvents, parts, engines, etc. shall be stored and utilized in a manner consistent with acceptable safety, health and environmental concerns.

C7.1.4. The Contractor shall immediately report any spill of fuel, hazardous chemical, regulated waste, or hazardous substance to the CO and spill-reporting authority.

C7.1.5. 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.

C7.2 Property and Personal Damage

C7.2.1 The Contractor shall use every precaution necessary to prevent damage to public and private property.

C7.2.2 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.

C7.2.3 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.

C7.2.4 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.

C7.2.15 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.

C7.2.6 The Contractor, prior to the commencement of work, shall submit to the Contracting Officer one copy of the insurance policy, or confirmation from the insurance company, certifying that the coverage described in this clause has been obtained.

C8. Personal Identity Verification of Contractor Personnel (52.204-9 SEPT 2007)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

C8.1 Contractor Personnel Security Requirements

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.

Contractor employees utilized in support of this contract, will be treated as visitors (uncredentialed Contractor) and not be required to receive background investigations and credentialing. However, uncredentialed Contractors may be subject to the screening processes utilized at each federally

controlled facility where the Contractor services are required. As a minimum, Contractor employees will be issued a temporary/visitor badge and shall display it at all times during contract performance when accessing a federally controlled facility. The COR is responsible for ensuring that all Contractor employees are issued a temporary/visitor badge.

C9. RESERVED

C10. AUTHORITIES AND DELEGATIONS
(DIAR 1452.201-70 -SEP 2011)

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

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

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

1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
2) Waive or agree to modification of the delivery schedule;
3) Make any final decision on any contract matter subject to the Disputes Clause;
4) Terminate, for any reason, the Contractor's right to proceed;
5) Obligate in any way, the payment of money by the Government.

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

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

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

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

(h) Project Inspector (PI). If necessary, due to distance or geographic dispersion of sites, the COR may designate individuals (in writing) as Project Inspectors to monitor the contract in their absence. SEAT Managers may be delegated by the COR to be Project Inspectors. These individuals may 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. If delegated by the COR, the PI may sign/approve reports and/validate payments.

C10.1 SEAT Manager (SEMG)

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) Initiate and sign correspondence and other contract administration documents over the title "SEAT Manager".
(5) Record and agree to availability and flight times.
(6) Approve authorized breaks.
(7) Suspend Operations
(8) Complete Contractor evaluation at end of assignment.

*If the pre-use inspection reveals equipment problems the manager shall notify the PI or COR who will call the appropriate AM Area office and consult with an AM technical specialist.

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

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

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-

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

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

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at http://www.cpars.csd.disa.mil/. The CPARS User Manual, registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

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

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

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

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

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

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

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

C12. Updates of Publicly Available Information Regarding Responsibility Matters. (52.209-9 Jan 2011)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at http://www.ccr.gov.

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3)(i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

C13. Acquisition Services Greening Clause

(a) Almost every service requires the use of some sort of product. While providing services pursuant to the Requirements Document in this contract, if your services necessitate the acquisition of any products, the contractor shall use its best efforts to comply with Executive Order 13514, and to acquire the environmentally preferable products that meet the requirements of clauses at FAR 52.223-2, Affirmative Procurement of Biobased Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and

52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts.

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

C14 Personnel Conduct

C14.1 Replacement of Contractor Personnel

C14.1.1 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 Contractor may be required to replace employees who do not comply with these rules of conduct.

C14.1.2 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.

C14.1.3 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.

C14.2 Suspension of Pilot

C14.2.1 Upon receipt of written correspondence which indicates a serious safety concern, the Government may suspend the pilot.

C14.2.2 Upon involvement in an Aircraft Accident or National Transportation Safety Board (NTSB) Reportable Incident (see 49 CFR Part 830), a pilot **will** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s).

C14.2.3 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).

C14.2.4 When requested, the contractor must surrender the pilot's Interagency Pilot Qualification card(s) to the COTR or other authorized agency representative. Pilot suspension will continue until the investigation findings and decision indicate no further suspension is required and the Interagency Pilot Qualification card(s) is returned to the pilot; or revoked by the issuing agency.

C15 Safety and Accident Prevention

C15.1 The Contractor must submit a copy of all reports required by the Federal Aviation Regulations that relate to pilot and maintenance personnel performance, aircraft airworthiness or operations to the Aviation Safety Manager (ASM).

C15.1.1 Examples of these reports are shown in paragraphs 14 CFR Part 135.415 Mechanical Reliability Reports and Part 135.417 Mechanical Interruption Summary Reports required of the Federal Aviation Regulations, 49 CFR Part 830.5 and 49 CFR 830.15, and FAA Form 8010-4, Malfunction or Defect Report.

C15.2 Following a mishap, the CO will evaluate whether the Contractor was in compliance with contract provisions or with the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices, or programs, or whether there was negligence on the part of the company officers or employees that may have caused or contributed to the mishap. The Contractor must fully cooperate with the CO during this evaluation.

C15.3 **Safety Management System Plan**. The Contractor must provide a submittal of their company Safety Management System (SMS) Plan/Safety Program within 30 days after notice of award. The Contractor's submittal should consist of implemented practices and not simply a SMS Plan which has been purchased but never implemented. For purposes of this submittal, the SMS Plan/Safety Program must be organized under the following four components and as identified in the Safety Management System Plan/Safety Program Exhibit 7.

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

C15.3.1 The Contractor is required to provide updates to the CO that are made to their SMS Plan/Safety Program during the life of the contract.

C15.3.2 The Contractor's right to proceed may not be exercised if the Government does not receive the Contractor's submittal as specified above and in Exhibit 7.

C16 Mishaps

C16.1 **Mishap Definitions**

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

C16.1.1 The following terms are as defined in 49 CFR Part 830:

Aircraft Accident
Fatal Injury
Incident
Operator
Serious Injury
Substantial Damage

C16.1.2 Airspace Conflict. A near mid-air collision, intrusion, or violation of airspace rules.

C16.1.3 Aviation Hazard. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C16.1.4 Incident with Potential. An incident that narrowly misses being an accident, and in which the circumstances indicate significant potential for substantial damage or serious injury. Classification of an incident as an "Incident with Potential" is determined by the agency ASM.

C16.1.5 Maintenance Deficiency. An equipment defect or failure which affects or could affect the safety of operations; or that causes an interruption to the services being performed.

C16.1.6 SafeCom. An agency Aviation Safety Communique used to report any condition, observance, act, maintenance problem, or circumstance which has potential to cause an aviation related accident (Form AMD-34 or FS 5700-14).

C16.2 **Mishap Reporting**

C16.2.1 The Contractor must immediately, and by the most expeditious means available, notify the NTSB AND the agency ASM when an "Aircraft Accident" or NTSB reportable "Incident" occurs.

C16.2.2 The ASM must immediately be notified when an "Incident with Potential" occurs.

C16.2.3 The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is:

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

C16.2.4 Following a mishap, the CO will evaluate whether the Contractor was in compliance with contract provisions or with the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices, or programs, or whether there was negligence on the part of the company officers or employees that may have caused or contributed to the mishap. The Contractor must fully cooperate with the CO during this evaluation.

C16.3 Forms Submission

C16.3.1 Following an "Aircraft Accident" or when requested by the NTSB following notification of a reportable "Incident," the Contractor must provide the agency ASM with information necessary to complete a NTSB Form 6120.1/2 “Pilot/Operator Aircraft Accident Report”.

C16.3.2 The Contractor must submit a "SafeCom" to the agency ASM within 5 days upon the occurrence of any condition, observance, act, maintenance problem, or circumstance which has potential to cause an aviation-related mishap. Submission via the internet at http://www.safecom.gov/ is preferred. Blank SafeComs can be obtained from agency ASMs. The submission of an NTSB Form 6120.1/2 does not replace the Contractor's responsibility to submit a “Safecom”.

C16.4 Preservation Requirements

C16.4.1 The Contractor must not permit removal or alteration of the aircraft, aircraft equipment, or records following an Aircraft Accident, Incident, or Incident with Potential until authorized to do so by the CO or other authorized agency representative. Permitted exceptions to this requirement may be when life or property are threatened, when the aircraft is blocking an airport runway, etc. The Contractor must immediately notify the CO when taking such actions.

C16.4.2 The NTSB's release of the wreckage does not constitute a release by the CO.

C16.5 **Mishap Investigations**

C16.5.1 The Contractor must maintain an accurate record of all aircraft accidents, incidents, aviation hazards, and injuries to Contractor or Government personnel arising during this contract.

C16.5.2 Following a mishap, the Contractor must ensure that pilots, mechanics or other personnel associated with the aircraft remain in the vicinity of the mishap until released by the CO or their designated representative. The Contractor must cooperate with the agency during any investigation and make available personnel and aircraft records, and any equipment, damaged or undamaged, that the agency deems necessary.

C16.6 **Costs Related to Investigation**

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

C16.7 Rescue and Salvage Responsibilities

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

C17. Taxes (52.212-4(k))

C17.1 **Federal Airport and Airway Excise Taxes.** Chapters 31 and 33 of the Internal Revenue Code, (26 U.S.C. 4041, 4261 et seq) impose an excise tax on aviation in one of two ways (1) as a fuel tax or (2) as a transportation tax on transportation of passengers and cargo for aircraft having maximum certificated weights in excess of 6,000 pounds. In addition, the Domestic Segment Tax may also apply to flights conducted under this contract.

C17.2 In order to establish the basis for tax, the Contractor shall be responsible for ensuring that the electronic invoice for payment is completed showing each departure and arrival location using FAA airport identifier codes (or locally assigned codes), and that the total number of passengers and cargo for each segment is entered.

C17.3 The information contained herein was current at the time of contract award. Changes imposed by the Internal Revenue Service (IRS) and/or Revenue Rulings shall take precedence over this contract provision. Full text of IRS Revenue Rulings may be found at TaxLinks.com. For additional information on Federal Fuel Taxes and Federal Transport taxes see IRS Publication No. 510 available at: www.irs.gov.

C17.4 Fuel Tax. Fuel tax (Section 4041 of the IRS Code) is applicable, and this contract requires Contractor-furnished fuel. The Contractor is responsible for paying the fuel tax and including such taxes in their bid price.

C17.5 Transportation Tax. When the transportation tax on passengers and/or cargo (Section 4261 and 4271 of the IRS Code) is applicable, it is the Contractor's responsibility to make claim for the applicable tax on the electronic invoice by annotating whether the tax applies to each line item by indicating one of four codes; "P" for Passenger Tax, "C" for Cargo Tax, "B" for Both taxes, or "N" for no tax. The current percentages (as taken from IRS Publication 510) have been programmed into the DOI, NBC, Aviation Management System (AMS) and are electronically computed based upon the code entered by the Contractor and are subsequently identified on each AMS line entry submitted for payment. Any exceptions to this procedure shall be coordinated with the Contracting Officer. If transportation taxes are paid, then the tax imposed by Section 4041 of the IRS Code (Fuel Tax) does not apply and shall be credited.

C17.6 Exemptions. The Internal Revenue Service and the U.S. Treasury Department have issued several rulings regarding the imposition of transportation taxes. The Department of the Interior is not exempt from the tax on aviation fuel.

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

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

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

C17.7 Domestic Segment Tax - Domestic Segment Tax may apply to services provided under this contract (aircraft having a 6,000 lbs, or more certificated gross take-off weight) if the services involve flight segments from airports that have more than 100,000 commercial passengers departing by air during the calendar year. A segment is a single takeoff and a single landing.

C17.8 Rural airports (under 100,000 commercial passenger departures) may be exempt from the segment tax providing they are not located within 75 miles of another airport where 100,000 or more commercial passengers departed during the second preceding calendar year or the airport was receiving essential air service subsidies as of August 5, 1997 or the airport is not connected by a paved road to another airport. A listing of rural airports can be found on the Department of Transportation website at: http://ostpxweb.dot.gov/aviation/domav/ruralair.pdf

C18. Economic Price Adjustment - Fuel

C18.1 During the contract period, including any renewal, the hourly flight rate may be adjusted as set forth herein to reflect increases and decreases in the cost of aviation fuel.

C18.2 The Contractor warrants that the prices offered for this contract do not include any allowances for any contingency to cover increased costs for which adjustment is provided under this clause.

C18.3 **Base Price**. The base price will be the average of the two commercial prices obtained by the Government for jet fuel or aviation gasoline (whichever is appropriate) at or near

the designated base and at the time the solicitation is issued. The base price for fuel is identified in Section A, Requirements and Prices.

C18.4 **Reference Price**. The reference price will be the commercial fuel price in effect at the time of economic price adjustment. The reference price will be obtained from the same source as the base price. The base price is the average price obtained from the fuel source location identified in Section A. The reference price will become the base price for the subsequent adjustment.

C18.5 **Flight Rate Adjustment**. Adjustment to the hourly flight rate is the difference between the reference price and the base price multiplied by the hourly fuel consumption rate for the type aircraft involved. Fuel Consumption Rate for this contract is 80 GPM.

C18.5.1 The hourly flight rate will be adjusted upward whenever the Contractor notifies the CO in writing that the reference price is more than 10 percent higher than the base price. The hourly flight rate will be adjusted downward whenever the CO notifies the Contractor in writing that the reference price is more than 10 percent lower than the base price. The adjusted price will apply to flight time occurring after receipt of said notice. The adjusted price will be rounded to the nearest dollar.

C18.6 Fuel price adjustments will be subject to review by the CO.

CONTRACT PERIOD AND RENEWAL

C19. Contract Period

C19.1 The contract period will be from date of award through June 30, 2013 for both Designated Bases, unless otherwise extended as allowed herein.

C19.2 When the option to extend the term of the contract is exercised, the following contract periods will apply:

- July 1, 2013 through August 29, 2013 (applies to both exclusive use periods).

C20. Exclusive Use Period

C20.1 The exclusive use period will extend for 60 calendar days for each Designated Base Location. The exclusive use period will start on either of the following:

C20.1.1 The date stipulated in Section A as confirmed by a Notice to Proceed issued by the CO or COR 10 days prior to the start date.

C20.1.2 The date established by a Notice to Proceed issued by the CO or COR and received by the Contractor at least **20** days in advance of the intended start date which establishes a start date that commences not more than 14 days prior to nor 14 days after the start date stipulated in Section A.

C20.1.2.1 The date established by a Notice to Proceed issued by the CO or COR and received by the Contractor less than 20 days in advance of the intended start date must be mutually agreed upon.

C20.1.3 The date determined according to the following paragraph.

C20.1.3.1 The exclusive use period start date is based on the assumption that the Contractor will receive notification of contract award or renewal at least 30 days before the exclusive use period begins. If notice of award or renewal is not received at least 30 days in advance of the start date, the exclusive use period will start when service begins or 30 calendar days after notice of award or renewal is received, whichever occurs first.

C20.2 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.

C21. Reserved

C22. Option to Extend the Term of the Contract (48 CFR 52.217-9, Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor at least 30 days prior to expiration of the contract.

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

(c) Options exercised prior to the availability of funds for a new fiscal year are subject to FAR 52.232-18 Availability of Funds, which is incorporated by reference.

(d) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years.

C23. Prework Meeting

A prework meeting between the Government and the Contractor along with their primary crew members is held at or near the starting Designated Base and is in conjunction with the start of the exclusive use period. The Contractor's primary crew members must attend any prework meeting that is scheduled. The meeting may include, but is not limited to: (1) review of the contract in detail; (2) operational procedures (dispatch, flight following, hazard/risk assessment and reduction, airspace coordination, incident/accident reporting, etc. and (3) review of the local base procedures.

AVAILABILITY REQUIREMENTS

C24. Availability Requirements

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

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

C24.2 A relief crew is required. On crewmembers mandatory days off the Contractor must provide a relief crew. Relief crew members need to arrive at the work site in advance of the scheduled duty period to ensure compliance with rest periods as provided in Section B.

C25. Schedule of Operations and Reaction Time

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

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

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

C26. Maintenance During Availability Period

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

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

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

C27 Unavailability and Damages

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

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

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

MEASUREMENT AND PAYMENT

C28. Daily Availability

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

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

C29 Flight Time

C29.1 Measurement of Flight Time. Flight will be measured from the time the aircraft commences its take-off roll until it returns to the blocks. Elapsed time will be measured in hours and tenths/hundredths of hours.

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

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

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

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

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

C30. Mobilization/Demobilization

C30.1 The Contractor is responsible for all mobilization and demobilization costs to and from the Designated Base(s) stipulated in Section A. The Government may, at its discretion, release the Contractor from other than the base stipulated in Section A. The contract price will be adjusted as described below whenever the distance from the point of release to the Contractor's home base is greater than or less than the distance between the Contractor's home base and the designated base stipulated in Section A.

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

C30.3 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.

C30.4 Distances that are greater than home base to the base stipulated in the Section A will result in a payment to the Contractor. Distances that are less than home base to the base stipulated in Section A will result in a decrease to the Contractor.

C31. Additional Pay Items

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

C31.1 Subsistence Allowance. A claim for a subsistence allowance (lodging and/or meals) may be made for each authorized crewmember's overnight stay, including mandatory days off, when assigned to a base away from the Designated Base.

C31.1.1 The Government, at its option, may provide meals and/or lodging (which may be remote field or fire camp accommodations). If not Government provided, the Contractor may claim an overnight allowance equal to the Federal Travel Regulation (FTR) standard rate (or high rate, if applicable, for the location of the overnight).

C31.1.1.1 No additional amount(s) shall be paid for lodging taxes, occupancy sales tax, city tax, or such taxes that may be imposed by lodging facilities at any location. No additional amount shall be paid for lodging amounts that exceed the FTR applicable standard or high rates.

C31.1.1.2 No lodging receipts are required to support the subsistence claim.

C31.1.2 If the Contractor does not use Government provided meals and/or lodging, the Government will not pay for Contractor costs incurred for travel to alternate meal or lodging locations.

C31.1.3 Unless the Government makes three meals available to the Contractor's employees, the applicable FTR total rate for meals and incidental expenses will be paid.

C31.1.4 If partial subsistence, either three meals or lodging, is provided by the Government, the Contractor will be paid at current FTR rates for the portion that is Contractor provided. Lodging will be handled as stated above. Current rates established by the FTR are:

STANDARD
Meals and Incidental Expense: $46.00
Lodging: $77.00
Total: $123.00

HIGH RATE
For current FTR per diem rates see Internet site http://www.gsa.gov/portal/category/21287.

C31.1.5 The Government is not contractually obligated to provide miscellaneous food/drinks/refreshments for Contractor employees at fire locations. While some locations may provide food/drink/refreshments to fire crews, including Contractor personnel, this intermittent availability does not create an ongoing Government obligation to furnish at every site/location.

C31.2 Fuel Service Vehicle/SEAT Support Vehicle. The Contractor will be paid the rate per mile stipulated in Section A for a fuel servicing vehicle meeting the requirements of this contract when it is dispatched to provide support to the aircraft away from the Designated Base.

C31.2.1 Optional Fuel Service Vehicle/SEAT Support Vehicles Mileage. The Contractor will be paid the rate per mile stipulated in Section A for an additional vehicle meeting the requirements of this contract when it is dispatched to provide support to the aircraft away from the Contractor's Base of Operations.

C31.2.2 The Contractor may be paid for one round trip per day to the nearest motel accommodations if transportation to and from accommodations is not provided when away from the Contractors Base of Operations.

C31.3 Optional Fuel Service Vehicle/SEAT Support Vehicles with Driver. A lump sum payment as specified in Section A will be paid per day for travel and work days as compensation for each FSSV with driver. Extended standby does not apply.

C31.4 Fuel Supply Expense. The Contractor is responsible for the cost of all fuel required for contract performance. When the Contractor is ordered to operate from an alternate base, the Government will, at its option:

C31.4.1 Direct the Contractor to transport required fuel with the fuel servicing vehicle, subject to payment for fuel servicing vehicle mileage, if so provided in the Section A.

C31.4.2 Furnish fuel and deduct from payment the fuel cost based upon commercial rates at the nearest point fuel is commercially available.

C31.4.3 Direct the Contractor to obtain fuel from commercial sources at no additional cost to the Government.

C31.5 Transportation Costs Associated with Operating Away From the Designated Base. When assigned to a base away from the Designated Base, the Contractor is required to provide for transportation of relief personnel, unless otherwise directed by the Government. The Contractor will be paid actual necessary and reasonable costs, **not to exceed $1,400.00** per person for transportation of personnel and required equipment listed below.

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

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

C31.5.1 The Contractor must complete and submit the Transportation Worksheet Exhibit 11, attach supporting invoices identified above to the invoice for payment, and enter the total dollar amount as a line entry on the invoice for payment (SC Pay Item Code). Claims that do not include these items or other documents necessary to verify incurred costs will be returned to the Contractor for proper completion and resubmission for payment.

C31.5.2 Unless approved in advance by the CO, payment for crew member exchanges is limited to one round trip for two crew members once every 12 days. Additional payment may be appropriate for circumstances such as personnel reaching flight, driving or duty time limits including agency imposed temporary flight or duty restrictions as specified in Section B.

C31.5.3 Examples of acceptable expenses are airline tickets; car rentals; privately owned vehicle (POV) at the government mileage rate (Internet site http://www.gsa.gov) and charter airplane showing aircraft make/model, flight time, hourly rate and departure and destination locations. Unless authorized in advance by the COR/PI, the expense for charter resources must not exceed reasonable costs by common carrier. The Government will not reimburse the Contractor for salary and subsistence costs for Contractor personnel in travel status.

C31.6 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.

C31.6.1 Landing Fees. The Government will pay the Contractor for all landing fees the Contractor is required to pay. The Contractor must support any cost exceeding $75.00 with an itemized, paid invoice.

C31.7 Fire Suppressant Materials. The Government will furnish water, foam concentrates and retardants.

C31.7.1 SEATS shall be loaded to their maximum capacity consistent with safety requirements, type of fire suppressant materials, density altitude, and flying conditions.

C31.7.2 Aborted Flights and Wasted Fire Suppressant Materials. No payment will be made for flights when a load of water or retardant mixture is accidentally or carelessly dropped on non-target areas. Additionally, the cost to the Government of the lost load of retardant may be charged to the Contractor and deducted from payments due.

C31.7.2.1 Flight time will be paid by the Government and retardant will not be charged to the Contractor if a load is dropped to enhance aircraft performance in a bona fide emergency or to meet landing requirements.

C31.7.3 The Government will reimburse the Contractor on an actual cost basis, when accompanied by a proper invoice, for any Contractor furnished foam concentrates or retardants

C31.8 Additional Driver/Loader When the Government requires an additional driver/loader, the Contractor may furnish them if available. All terms and conditions of the contract will apply to their use except as set forth below.

C31.8.1 A lump sum payment as 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.** The lump sum payment does not apply to relief drivers brought in by the contractor on the primary driver's mandatory days off.

C31.8.2 A subsistence allowance will be paid in addition to the daily rate.

C31.8.3 The Contractor will be paid the reasonable cost of transportation to the base of operations and return. The Contractor shall complete and submit the Transportation Worksheet (See Exhibits), attach supporting invoices, and enter the total dollar amount as a line entry on the invoice for payment (SC pay item code).

C31.8.3.1 Costs are limited to actual expenses involved in transporting the additional crew (i.e. airline tickets, car rental, privately owned vehicle mileage (POV) at the current Government rate.)

C31.9 Retardant Mixing and Loading. When ordered by the Government to mix, test and load water, retardants or suppressants into **other contractor's aircraft,** the contractor will be paid a per gallon flowage fee at the rate specified in Section A.

C31.9.1 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.

C32. Government Miscellaneous Charges

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

INVOICE AND REPORTING REQUIREMENTS

C33. Invoice Submission

C33.1 Payment invoices are to be submitted no sooner than every two weeks or upon conclusion of a project, if less than two weeks duration. Services provided must be shown on a daily basis.

C33.2 Electronic Invoice Submission. The Contractor shall make electronic payment invoice requests through a controlled Department of the Interior (DOI) electronic invoicing and reporting system.

C33.3 Detailed instructions for use of the electronic pay system may be obtained on the Internet at the applicable website link. This site includes user manuals, training resources and contact information for the help desk for additional support. All users can access reports on the status of their payments. Contractors may also receive information about AMS through the awarding contract office.

C33.4 Aircraft Use Reports (AMD Form 23E) is initiated by the Contractor documenting daily services provided as set forth by their contract. This form with the appropriate Government Representative signature shall be submitted as an attachment to the contractor's electronic invoice along with other supporting documentation.

C33.5 To ensure the timely processing of invoices, the electronic payment system uses an automated "workflow" process to route invoices for review, approvals and payments; as required by the Prompt Payment Act.

C34. A Electronic Invoicing and Payment Requirements – Internet Payment Platform (IPP) (September 2011)

Effective no later than October 1, 2012 -- Payment requests must be submitted electronically through the U. S. Department of the Treasury's Internet Payment Platform System (IPP).

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

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

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

- Supporting invoice(s) and/or documentation as required by the contract to support actual additional pay items (i.e. relief transportation costs, tie-downs, landing fees, etc.). Failure to include such documentation may result in rejection of the aircraft use report back to the Contractor for inclusion and resubmission.

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

C35. 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.

C36. EXHIBITS

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

Section B

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

Section C

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

EXHIBIT 1

SEAT OPERATOR'S TRAINING PROGRAM

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

COMPANY TRAINING PROGRAMS MUST HAVE AT LEAST THE FOLLOWING:

I. Written curriculums for each type aircraft and fuel service/support vehicle and personnel position.

A. Pilot Training Curriculum

1. Initial
2. Recurrent

B. Fuel Service/Support Vehicle Operator Training Curriculum

1. Initial
2. Recurrent

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

A. Basic Indoctrination

1. Duties and responsibilities
2. 14 CFR 91 and 137
3. Content of operation manual
4. Content of Government contract

A. Airman General

1. Weather
2. Mountain flying/low level
3. Airspace/air traffic control
4. Navigation – GPS
5. Communication – VHF FM
6. Flight following/automated flight following (AFF)
7. Agency ramp procedures
8. Flight and duty limitations
9. Hazardous materials
10. Safecom procedures

B. Aircraft Ground

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

SEAT OPERATOR'S TRAINING PROGRAM – Continued –page 2

C. Emergency Procedures - Flight

1. Equipment/personal protective equipment (PPE)
2. First aid/survival
3. Review of related accidents and their cause and effect

D. Flight Standard Operating Procedures

1. Preflight inspection
2. Mixing/loading retardant
3. Starting aircraft
4. Taxi procedures
5. Before takeoff checks
6. Takeoff procedures
7. Climb procedures
8. Slow flight and stalls
9. Mountain and low level flight
10. Drop procedures
11. Emergency dump procedures
12. Inadvertent instrument meteorological condition (IMC)
13. Emergency procedures
14. Descent procedure
15. Landing procedure
16. Postflight procedure

E. Qualification and Checking

1. Minimum pilot qualifications
2. Knowledge examinations - fire, flight and systems
3. Company flight check

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

A. Basic Indoctrination

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

B. Vehicle Operation

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

C. Emergency Procedures - Ground

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

SEAT OPERATOR'S TRAINING PROGRAM – Continued Page 3

D. Qualification

1. Operator qualifications
2. Knowledge examinations – Pilot and Fuel Service/Support Vehicle
3. Company practical test

E. Requalification

1. Operator qualifications
2. Knowledge examinations – Pilot and Fuel Service/Support Vehicle
3. Company practical test

IV. All training must be documented in a training record for each individual.

V. Completion standards must be established.

VI. Each instructor or supervisor who is responsible for conducting training or evaluation of personnel shall certify as to the proficiency and knowledge of the personnel concerned upon completion of training and evaluating. That certification must be made part of the personnel training record.

VII. Recurrent training and checking must be done within 12 calendar months of initial or previous recurrent training. If training is not accomplished within 12 calendar months, personnel must complete initial or requalification training and checking. Any training completed in the month before or the month after it was due shall be considered completed in the month due.

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 White
PPG CA 8000 B07589 CAGBCX (Aerospace Div.)
Sherwin Williams SW-U00150
Omega "Mega Max" 9036 Gloss White
Rust-oleum 7792 – Gloss White
Air Tractor "Snow White" G8044 US Paint

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

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

White and Red Paint Scheme

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

Identification panels: Wings

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

Tanker numbers: Wings

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

Identification panels: Tail surfaces:

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

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

Tanker Number:

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

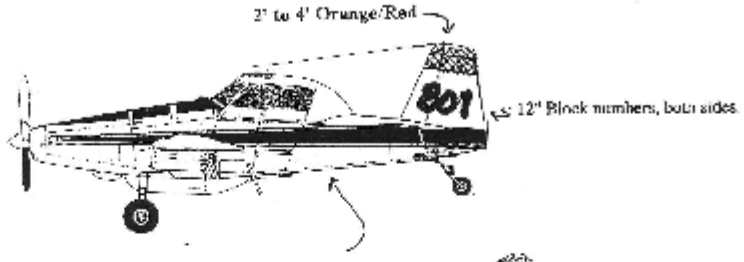
**Any additional trim stripes on the wings or tail surfaces must not exceed 6 inches in width. Any fuselage trim is to be the same colors as the trim on the wings. Any design of stripes on the fuselage may be applied to provide individuality; this will be at the owner's option.

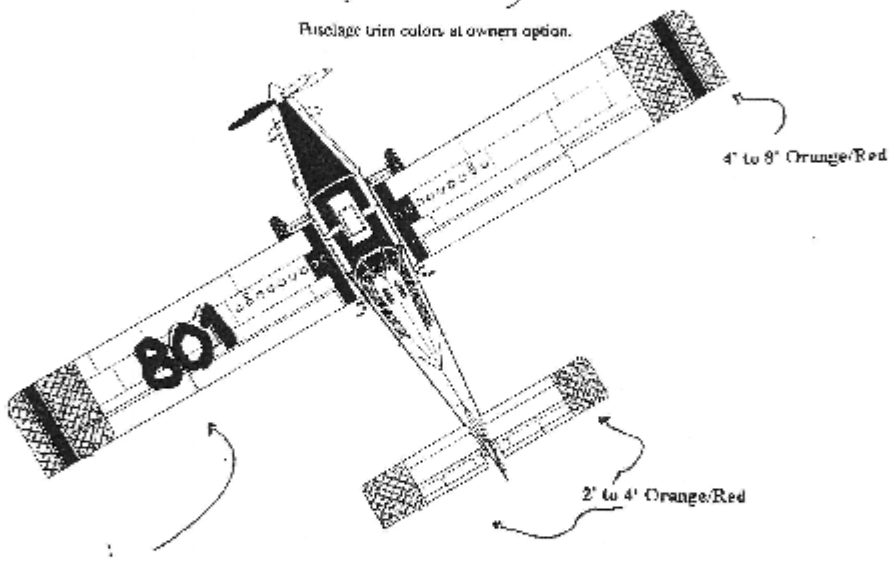
Note: Since these aircraft are not owned by the Federal firefighting agencies, the use of any agency logo is not approved. The use of the words "fire" or "fire suppression" may be approved. The National Single Engine Air Tanker Program Manager must give approval of these types of references, prior to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

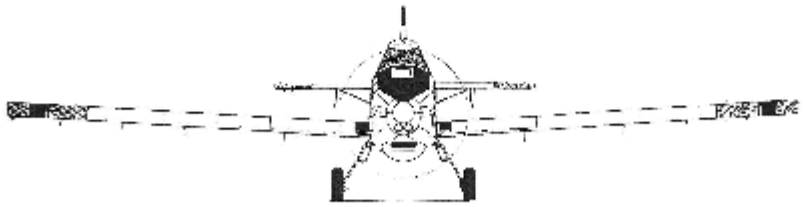
Exhibit 3 (continued)

High Visibility Paint Schemes for SEAT Aircraft (cont.)

High Visibility Paint Schemes for SEAT Aircraft (cont.)







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

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

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Exhibit 4

Airworthiness Directive Compliance Record

6/8/98

AC 43-9C
Appendix 1

APPENDIX 1. AIRWORTHINESS DIRECTIVE COMPLIANCE RECORD (SUGGESTED FORMAT)

AD Number and Amendment Number	Date Received	Subject	Compliance Due Date Hours/Other	Date of Compliance	Airframe Total Time-in-Service at Compliance	One-Time	Recurring	Next Compliance Due Date Hours/Other	Authorized Signature, Certificate, Type and Number	Remarks

• Aircraft, Engine, Propeller, Rotor, or Appliance: Make _____ Model _____ S.N. _____ N _____

Exhibit 5

FIRST AID KIT

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

Minimum First Aid Kit Items

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

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

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

NOTE: Splints are recommended if space permits.

EXHIBIT 6

RECOGNIZED MOUNTAIN TRAINING FLYING SCHOOLS

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

1. Summit Aviation, Inc.
490 Gallatin Field Rd.
Belgrade, MT 59714

2. McCall Mountain/Canyon Flying Seminars, LLC
P.O. Box 1175
McCall ID 83638

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

1. Mountain Flying aircraft pre-flight

2. Mountain weather understanding

3. Flight/Route planning

4. Aircraft performance calculations

5. Density altitude calculations

6. High altitude take-offs and landings

7. Mountain flying techniques/Confined space maneuvers

8. Mountain flying aircraft performance issues

9. Landing area selection parameters

10. Flying in proximity to ridge lines, in canyons, over valleys

11. High altitude issues and physiology

12. Mountainous terrain navigation

13. Minimum of 8 - 10 hours of actual mountain flying, (In actual mountains!)

14. Minimum of 14 hours of ground instruction.

15. School must meet all FAA requirements for a Pilot Proficiency Program.

16. School must be either a fixed base Operator (FBO) or in a partnership with a FBO.

EXHIBIT 7

SAFETY MANAGEMENT SYSTEM (SMS) PLAN/SAFETY PROGRAM (C15.3)

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

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

There are a number of reference documents that can be found relative to SMS. It is suggested that for further guidance it is important that the author of the submittal review the below references.

- **Federal Aviation Administration (FAA) AC No. 120-92 (6/22/06). Introduction to Safety Management Systems for Air Operators**
- SMS Toolkit available at: http://ihst.rotor.com/Portals/54/2009_SMS_Toolkit_ed2_Final.pdf
- SMS video available at **http://www.rotor.com/Default.aspx?tabid=2481**

EXHIBIT 8

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

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

THIS IS NOT A DEPARTMENT OF LABOR WAGE DETERMINATION

(*See following page*)

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

A.

EMPLOYEE CLASS	MONETARY WAGE
Aircraft Pilot, GS-11	$ 27.03
Support/Service Vehicle Driver (Truck Driver, WG-6)	$ 18.20

B. Fringe benefits such as, life, accident and health insurance, and sick leave, are not less than 5.1 percent of the basic hourly rate.

C. Paid holidays are:

1. New Year's Day
2. Martin Luther King, Jr.'s Birthday
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veterans Day
9. Thanksgiving Day
10. Christmas Day

D. The amount of paid vacation time allowed is as follows:

1. Two (2) hours of annual leave each week for an employee with less than three (3) years of service.

2. Three (3) hours of annual leave each week for an employee with three (3) but less than fifteen (15) years of service.

3. Four (4) hours of annual leave each week for an employee with fifteen (15) or more years of service.

E. The percentage of the basic hourly rate that is contributed by the contracting agency for retirement is currently 7 to 17.5 percent.

EXHIBIT 9

DEPARTMENT OF LABOR WAGE DETERMINATION INFORMATION

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

DOL WAGE DETERMINATION NO. 1995-0222, REV. 32 DATED 6/13/11

Area:	Nationwide		
Applicable Occupation:	Airplane Pilot	Minimum Hourly Wage:	$25.27

DOL WAGE DETERMINATION NO. 1995-0221, REV. 27 DATED 06/13/11

Area:	Midwestern Region: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, Wisconsin		
Applicable Occupation:	Truckdriver, Light *	Minimum Hourly Wage:	$12.91
	Truckdriver, Medium **	Minimum Hourly Wage:	$17.26
	Truckdriver, Heavy ***	Minimum Hourly Wage:	$18.04
Area:	Northeast Region: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont		
Occupation:	Truckdriver, Light *	Minimum Hourly Wage:	$13.72
	Truckdriver, Medium **	Minimum Hourly Wage:	$17.69
	Truckdriver, Heavy ***	Minimum Hourly Wage:	$18.46
Area:	Southern Region: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, West Virginia		
Occupation:	Truckdriver, Light *	Minimum Hourly Wage:	$8.78
	Truckdriver, Medium **	Minimum Hourly Wage:	$15.71
	Truckdriver, Heavy ***	Minimum Hourly Wage:	$16.34
Area:	Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming		
Occupation:	Truckdriver, Light *	Minimum Hourly Wage:	$10.23
	Truckdriver, Medium **	Minimum Hourly Wage:	$16.25
	Truckdriver, Heavy ***	Minimum Hourly Wage:	$17.32

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

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

FRINGE BENEFITS REQUIRED AND APPLICABLE FOR EACH OCCUPATION IDENTIFIED ABOVE

WD 1995-0222 Rev. 32 and WD 1995-0221 Rev. 27

1. Health & Welfare: $3.59 per hour or $143.60 per week or $622.37 per month
2. Holidays: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day,

Veterans' Day, Thanksgiving Day and Christmas Day. (A Contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (Reg. 29 CFR 4.174)

WD 1995-0222 Rev. 30

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

WD 1995-0221 Rev. 25

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

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

EXHIBIT 10

UNAVAILABILITY CONVERSION CHART

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

EXHIBIT 11

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 Designed Base for detailed information

DATE	**ALTERNATE BASE LOCATION**

Relief Exchange – Involved Crew Member(s)

☐ Pilot Name	☐ Fuel Servicing Vehicle Driver Name	☐ Mechanic (If required by contract) Name

Scheduled Maintenance

☐ Mechanic Name	☐ Other Name
Maintenance Accomplished	Reason for providing additional personnel

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

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

Yes, the COR was notified of the anticipated cost for this alternate base transportation expense prior to mobilization of the relief personnel Contractor Representative Signature	Date

SECTION D – INSTRUCTIONS TO OFFERORS

INTRODUCTION

D1. General Information

D1.1 The services of this Request for Proposals (RFP) are being acquired under the authority of Federal Acquisition Regulations (FAR), Part 12, Acquisition of Commercial Items and FAR Part 15 Negotiation Procurements.

D1.2 If you wish to compete for the contract described in Sections A through C of this RFP, you must submit a proposal that includes a signed and dated offer and other requested information by the time and date shown on the SF1449.

INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (52.212-1 JUNE 2008) [Tailored SEPT 2005]

D2 North American Industry Classification System (NAICS) Code and Small Business Size Standard

This solicitation is a Total Small Business Set-Aside. The NAICS code and small business size standard for this acquisition is 481212 and 1,500 employees respectively. The Product Service Code is V221.

D3 Proposals

D3.1 Period for Acceptance of Offers. The offeror agrees to hold the prices in its offer firm for 45 calendar days from the dated specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

D3.2 To be considered as a prospective Contractor for the requirement(s) identified in this solicitation, an offeror must submit a proposal consisting of a valid offer and the Offeror Capability Information identified below. Send proposals to:

By mail, hand carried or express delivery service:

Dept. of Interior – Office of Aviation Services
Office of Acquisition Services - Boise
300 E. Mallard Drive, Suite 200
Boise, Idaho 83706-3991

D3.2.1 Mailroom Notification. All proposal documents shall be packaged in sealed envelopes or boxes. All proposal packaging should be marked as follows:

Mailroom: DO NOT OPEN
Attn: Tina Young, Contracting Officer
Deliver to Acquisition Management (RFP D12PS00116)

D3.3 By facsimile: **208-433-5030** (ONLY if 20 or fewer pages) (Note: each page received after the first 30 pages (to include any transmittal page(s)) will not be considered in the evaluation of the offer. A facsimile offer, in its entirety, must arrive prior to the date and time shown on the SF 1449 set for the offer due date. The arrival time will be established by the time shown on the Government's activity report for the facsimile machine number above. The Government reserves the right to make award solely on the facsimile proposal.

D3.4 Any proposal may be amended using via fax.

D3.5 Submission Requirements:

Submit ALL information identified under D4, Offer Contents (D4.1 through D4.8), as applicable, and submit with your offer.

D4 Offer Contents

D4.1 SF 1449, Solicitation/Contract/Order for Commercial Items, completed and signed.

D4.2 Solicitation Section A, pricing page(s) completed where indicated with unit rates offered in U.S. whole dollars for daily availability and flight time. Compute the extended yearly amounts for availability and flight time by multiplying the unit prices offered times the quantities shown. Enter an extended amount for each year as well an amount for the total for all years. The Government will round pricing submitted with cents up to the next whole dollar. Estimates are for evaluation purposes only.

D4.3 A completed copy of the Offeror's Representations and Certifications included in Section E (see FAR 52.212-3(k) for those representations and certifications that the offeror must complete electronically).

D4.4 A completed copy of Offeror's Miscellaneous Information included in Section E.

D4.5 Acknowledgment of Solicitation Amendments (if any).

D4.6 A completed copy of the Aircraft Questionnaire included in Section E. The Contractor must provide all appropriate charts and calculations on how they arrived at the performance characteristics of their aircraft.

D4.7 Offeror Capability Information. Offeror must include:

D4.8 A completed copy of the Reference Questionnaire included in Section E.

D5 Late Submissions, Modifications, Revisions, and Withdrawals of Offers

Late Submissions, Modifications, Revisions and Withdrawals of Offers are subject to the terms of Federal Acquisition Regulation (FAR) clause 52.212-1(f), which is incorporated by reference, except that offers may be withdrawn in writing at any time before award is made.

D6 Data Universal Numbering System (DUNS) Number)

Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding $3,000, and offers of $3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at *http://fedgov.dnb.com/webform*. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

D7 Special Notice to Offerors

D7.1 **Central Contractor Registration**
Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. Failure to register in the CCR database prior to award may affect your ability to be awarded a contract and the Contracting Officer may proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at *http://www.ccr.gov* or by calling 1-888-227-2423 or 269-961-5757.

D7.2 **Use and Disclosure of Proposal Information—Department of the Interior**

(a) Definitions. For the purposes of this provision and the Freedom of Information Act (5 U.S.C. 552), the following terms shall have the meaning set forth below:

(1) "Trade Secret" means an unpatented, secret, commercially valuable plan, appliance, formula, or process, which is used for making, preparing, compounding, treating or processing articles or materials which are trade commodities.

(2) "Confidential commercial or financial information" means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act, 5 U.S.C. 552. Exemptions from mandatory disclosure which may be applicable to business information contained in proposals include exemption (4), which covers "commercial and financial information obtained from a person and privileged or confidential," and exemption (9), which covers "geological and geophysical information, including maps, concerning wells."

(b) If the offeror, or its subcontractor(s), believes that the proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, (5 U.S.C. 552), the cover page of each copy of the proposal shall be marked with the following legend:

"The information specifically identified on pages _____ of this proposal constitutes trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act. The offeror requests that this information not be disclosed to the public, except as may be required by law. The offeror also requests that this information not be used in whole or part by the government for any purpose other than to evaluate the proposal, except that if a contract is awarded to the offeror as a result of or in connection with the submission of the proposal, the Government shall have the right to use the information to the extent provided in the contract."

(c) The offeror shall also specifically identify trade secret information and confidential commercial and financial information on the pages of the proposal on which it appears and shall mark each such page with the following legend:

"This page contains trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act and which is subject to the legend contained on the cover page of this proposal."

(d) Information in a proposal identified by an offeror as trade secret information or confidential commercial and financial information shall be used by the Government only for the purpose of evaluating the proposal, except that (i) if a contract is awarded to the offeror as a result of or in connection with submission of the proposal, the Government shall have the right to use the information as provided in the contract, and (ii) if the same information is obtained from another source without restriction it may be used without restriction.

(e) If a request under the Freedom of Information Act seeks access to information in a proposal identified as trade secret information or confidential commercial and financial information, full consideration will be given to the offeror's view that the information constitutes trade secrets or confidential commercial or financial information. The offeror will also be promptly notified of the request and given an opportunity to provide additional evidence and argument in

support of its position, unless administratively unfeasible to do so. If it is determined that information claimed by the offeror to be trade secret information or confidential commercial or financial information is not exempt from disclosure under the Freedom of Information Act, the offeror will be notified of this determination prior to disclosure of the information.

(f) The Government assumes no liability for the disclosure or use of information contained in a proposal if not marked in accordance with paragraphs (b) and (c) of this provision. If a request under the Freedom of Information Act is made for information in a proposal not marked in accordance with paragraphs (b) and (c) of this provision, the offeror concerned shall be promptly notified of the request and given an opportunity to provide its position to the Government. However, failure of an offeror to mark information contained in a proposal as trade secret information or confidential commercial or financial information will be treated by the Government as evidence that the information is not exempt from disclosure under the Freedom of Information Act, absent a showing that the failure to mark was due to unusual or extenuating circumstances, such as a showing that the offeror had intended to mark, but that markings were omitted from the offeror's proposal due to clerical error.

D7.3 EVALUATION--COMMERCIAL ITEMS (52.212-2 JAN 1999)

The Government intends to evaluate offers and award a single contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
The Government will evaluate proposals and select the Contractor based on (1) offer acceptability, (2) offeror capability, (3) aircraft capability and, (4) price.

Relative Importance of Evaluation Factors. Offeror Acceptability is more important than Offeror Capability, Aircraft Capability and Price. Offeror Capability is more important than aircraft capability and equally important as price. All evaluation factors other than price, when combined are more important than price.

D8 Offer Acceptability

The Government must deem offers to be acceptable to consider them further and will base determinations of offer acceptability on the following two subfactors:

D8.1 Assent to Solicitation Terms. Your offer must assent to all terms of this request for proposals and you must provide all information requested. Your offer will be unacceptable if you take exception to any term of this solicitation.

D8.2 Minimum Aircraft Requirements. Your offer must propose an aircraft that meets or exceeds the Minimum Aircraft Requirements specification in Section A of this solicitation. Your offer will be unacceptable if you propose an aircraft that fails to meet all of the Minimum Aircraft Requirements specified in Section A of this solicitation.

D8.3 Optional Fuel Service/SEAT Support Vehicles Your offer must annotate in Section A, the offeror's ability and intent to offer one or two additional FS/SVs by completing the checked boxes as requested.

D8.4 Unacceptable offers will be eliminated without considering aircraft capability, offeror capability or price.

D9 Evaluated Price

D9.1 The Government will apply the unit prices in acceptable offers, including option year unit prices, to the daily availability and estimated flight hour quantities identified in Section A. The totals for all availability and estimated flight hours will be added together to arrive at the estimated evaluated price for each offer. An estimated amount will be used for Additional Pay Items and will be added to the evaluated price. Once the estimated evaluated prices of all acceptable offers have been determined, the Government will compare the evaluated prices and eliminate any offer that is considered unreasonably high, without considering offeror capability. The Government will then perform a tradeoff analysis, as described below in D12 with the remaining offers.

D9.2 The Government reserves the right to reject offers that have materially unbalanced availability and flight rates. An offer is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and there is a reasonable doubt that the offer will result in the lowest overall cost to the Government even though it may be the low evaluated offer, or if it is so unbalanced as to be tantamount to allowing an advance payment.

D10 Offeror Capability

The Government will evaluate your offeror capability based on the following two subfactors:

D10.1 Organizational Experience. The Government will base its evaluations of your experience on the extent to which you have performed services of the kind described in paragraph B1.1 of the Technical Specifications of this RFP and under similar contract terms. The more recent your experience, and the broader and deeper, the better the evaluation you will receive. Only your firm's experience as an organization will be considered.

D10.2 Organizational Past Performance. The Government will evaluate your past performance in rendering services of the kind described in paragraph B1.1 of the Technical Specifications of this RFP. "Past Performance" refers to the quality of your work in the past. Your past performance will be evaluated on the basis of information obtained from references and other sources, including any information on your company contained in the Government-wide Past Performance Information Retrieval System (PPIRS), a Government-wide past performance database located on-line at PPIRS.GOV. The Government will give greater weight to its own experiences with you, if any, than it will give to reports obtained from others. The Government will not consider past performance more than three years old.

D11. Aircraft Capability

The Government will evaluate the capability of your proposed aircraft to determine whether the aircraft is above, at, or below the Minimum Aircraft Requirements specified in Section A of this RFP. The more capable your proposed aircraft, the better the evaluation you will receive for this factor.

D12 Tradeoff Analysis and Contractor Selection

The Government will select one award by comparing the acceptable offers on the basis of proposed aircraft capability, offeror capability, and evaluated prices. If one offer is best on all the factors, then that offer will be selected as being the best value to the Government. If no offer is best on all the factors, then the Government will consider the differences among offers and make tradeoffs in order to determine which offer is the best value. The Government will award the contract to the offer that has the best combination of aircraft capability, offeror capability, and evaluated price.

D13 Notice of Award

The Government intends to award one contract as a result of this requirement. The Government will provide the successful Contractor with a written notice of award, either by mail or other means, upon selection. This notice will result in a binding contract without further action by either party.

SECTION E – OFFEROR'S REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (FEB 2012)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at https://www.acquisition.gov. If an offeror <u>has not</u> completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

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

"“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation,” as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C.7874.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except-

(1) FSC 5510, Lumber and Related Basic Wood Materials;
(2) Federal Supply Group (FSG) 87, Agricultural Supplies;
(3) FSG 88, Live Animals
(4) FSG 89, Food and Related Consumables;
(5) FSC 9410, Crude Grades of Plant Materials;
(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
(8) FSC 9610, Ores;
(9) FSC 9620, Minerals, Natural and Synthetic; and
(10) FSC 9630, Additive Metal Materials.

“Place of Manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
(3) Consist of providing goods or services to marginalized populations of Sudan;
(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
(5) Consist of providing goods or services that are used only to promote health or education; or
(6) Have been voluntarily suspended.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
  (i) To restrict the free flow of unbiased information in Iran; or
  (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”-

(1) Means a small business concern-
  (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or
(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern-

(1) Not less than 51 of which is owned by one or more veterans (as defined by 38 U.S.C. 101(2)) or, in the case of publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) *(1) Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at https://www.acquisition.gov. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs_____.

[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern*. The offeror represents as part of its offer that it **is** ☐**, is not** ☐ a small business concern.

(2) Veteran-owned small business concern.[Complete only if the offeror represents itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it **is** ☐**, is not** ☐ a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern. [Complete only if the offeror represents itself as a small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it **is** ☐**, is not** ☐ a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, for general statistical purposes, that it **is** ☐**, is not** ☐ a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it **is** ☐**, is not** ☐ a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: _____.] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: _____. Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

NOTE: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern. (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it **is** ☐ a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* (Not applicable to this solicitation.)

(10) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* (Not applicable to this solicitation.)

(11) *Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.] (*Not applicable to this solicitation*.)*

(12) *HUBZone small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents as part of its offer that--

(i) it **is** ☐**, is not** ☐ a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified in accordance with 13 CFR part 126; and

(ii) it **is** ☐**, is not** ☐ a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. **[*The offeror shall enter the names of each HUBZone small business concerns participating in the HUBZone joint venture:* _____.]** Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation

(d) *Representations required to implement provisions of Executive Order 11246*--

(1) *Previous Contracts and Compliance*. The offeror represents that--

(i) It **has** ☐**, has not** ☐, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation, and

(ii) It **has** ☐**, has not** ☐, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It **has developed and has on file** ☐**, has not developed and does not have on file** ☐, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It **has not** ☐ previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate*. (Not applicable to this solicitation.)

(g) *Buy American Act - Free Trade Agreements - Israeli Trade Act Certificate.* (Not applicable to this solicitation.)

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689*). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) **Are** ☐**, are not** ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) **Have** ☐**, have not** ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) **Are** ☐**, are not** ☐ presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses.

(4) **Have** ☐**, have not** ☐ presently, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples*.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126*). (Not applicable to this solicitation)

(j) *Place of manufacture*. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [ ] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror d**oes** ☐**, does not** ☐ certify that –

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the

same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[ ] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror **does** ☐**, does not** ☐ certify that –

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customer.

(3) If paragraph (k)(1) or (k)(2) of this clause applies-

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701).* (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal Government.

(4) Type of Organization

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign Government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5)Common Parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name_____

TIN_____

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations. (1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation*. By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Sanctioned activities relating to Iran. (1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act.

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g), or a comparable agency provision); and

(ii) The offeror has certifies that all the offered products to be supplied are designated country end products.

52.209-7 Information Regarding Responsibility Matters. (JAN 2011)

(a) *Definitions*. As used in this provision—

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than $10,000,000" means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database at http://www.ccr.gov (see 52.204-7).

OFFEROR NAME _____

SECTION E EXHIBITS

1. Offeror's Miscellaneous Information
2. Reference Questionnaire
3. Aircraft Questionnaire

EXHIBIT 1

OFFEROR'S MISCELLANEOUS INFORMATION

Offeror's DUNS Number		
Offeror's Complete E-mail Address		
Offeror's Office Telephone Number		
Offeror's Facsimile (FAX) Number		
Offeror Contact Representative(s)	**1. Name**	**Telephone (cell)**
	2. Name	**Telephone (cell)**

EXHIBIT 2

REFERENCE QUESTIONNAIRE

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

If you fail to include all requested information or we are unable to contact your references based on the information you provide, you may not receive consideration for the work done. Include recent (not more than 3 years old) experience of the kind described in paragraph B1.1 of the specifications.

Primary Type of Work Done:			
Location of Work Done:		A/C Make/Model Used:	
Contract #: ☐ None	☐ Exclusive Use ☐ Call When Needed	Use Dates: TO	CHECK ALL THAT APPLY ☐ 2011 ☐2010 ☐2009
Est. Annual Value of Work:	Estimated Annual Flight Hours:	Client Name/ Point of Contact:	
Client Telephone #:		Client Facsimile #:	

Primary Type of Work Done:			
Location of Work Done:		A/C Make/Model Used:	
Contract #: ☐ None	☐ Exclusive Use ☐ Call When Needed	Use Dates: TO	CHECK ALL THAT APPLY ☐ 2011 ☐2010 ☐2009
Est. Annual Value of Work:	Estimated Annual Flight Hours:	Client Name/ Point of Contact:	
Client Telephone #:		Client Facsimile #:	

Primary Type of Work Done:			
Location of Work Done:		A/C Make/Model Used:	
Contract #: ☐ None	☐ Exclusive Use ☐ Call When Needed	Use Dates: TO	CHECK ALL THAT APPLY ☐ 2011 ☐2010 ☐2009
Est. Annual Value of Work:	Estimated Annual Flight Hours:	Client Name/ Point of Contact:	
Client Telephone #:		Client Facsimile #:	

Primary Type of Work Done:			
Location of Work Done:		A/C Make/Model Used:	
Contract #: ☐ None	☐ Exclusive Use ☐ Call When Needed	Use Dates: TO	CHECK ALL THAT APPLY ☐ 2011 ☐2010 ☐2009
Est. Annual Value of Work:	Estimated Annual Flight Hours:	Client Name/ Point of Contact:	
Client Telephone #:		Client Facsimile #:	

Primary Type of Work Done:			
Location of Work Done:		A/C Make/Model Used:	
Contract #: ☐ None	☐ Exclusive Use ☐ Call When Needed	Use Dates: TO	CHECK ALL THAT APPLY ☐ 2011 ☐2010 ☐2009
Est. Annual Value of Work:	Estimated Annual Flight Hours:	Client Name/ Point of Contact:	
Client Telephone #:		Client Facsimile #:	

EXHIBIT 3

AIRCRAFT QUESTIONNAIRE

You may recreate this form but it must include all the information listed
This Questionnaire completely and accurately completed will be used to determine your aircraft payload capability.

REPRODUCE AND SUBMIT FOR EACH AIRCRAFT OFFERED - COMPLETE SHADED BLOCKS

Minimum Aircraft Requirements: See Section A 1

Aircraft Make and Model	FAA Registration #	Serial #	Cruise Airspeed

Tanker Number If assigned	Fire Gate Model	Gate Opening ☐ Longitudinal ☐ Crosswise

Aircraft Equipped Weight *(Your aircraft weight & balance report & equipment list will be used to substantiate this weight – see note 1. below)*

Currently Installed Aircraft Equipment to be Removed to Achieve Offered Payload Below *(If none, indicate NONE)*		**Equipment to be Added to Meet the Aircraft Specifications Requirements** *(If none, indicate NONE)*	
EQUIPMENT ITEM	**WEIGHT**	**EQUIPMENT ITEM**	**WEIGHT**

ENTER YOUR PROPOSED AIRCRAFT PAYLOAD (The aircraft make, model and payload that we confirm with you will be made a part of your offer and will be binding if your offer is accepted for award	

NOTE

1. By signing below, I acknowledge that I have included the aircraft's

(1) Latest aircraft weight and balance report,
(2) Aircraft equipment list
(3) Certificated Gross Weight approval document. Type Certificate, STC (attach copy) or Cam 8 (Attach copy of log book entry).

Failure to include the above information, will affect the evaluation for your aircraft.

3. By signing below, I certify to the best of my knowledge that the above information is accurate.

Name and Signature of Representative Completing this Form	Date
OFFEROR'S NAME	