

SECTION A - REQUIREMENTS AND PRICES

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ACRONYMS AS USED THROUGHOUT THIS CONTRACT ARE AS FOLLOWS:

- ASM Aviation Safety Manager
- ASO Aviation Safety Office
- CFR Code of Federal Regulations
- CO Contracting Officer
- COR Contracting Officer’s Representative
- COTR Contracting Officer’s Technical Representative
- FAA Federal Aviation Administration
- FAR Federal Acquisition Regulations
- FTR Federal Travel Regulations
- ICAO International Civil Aviation Organization
- NTSB National Transportation Safety Board
- OAS Office of Aircraft Services
- PI Project Inspector
- PIC Pilot in Command

SECTION A - REQUIREMENTS AND PRICES

SCHEDULE OF SUPPLIES/SERVICES

A1. SOLICITATION ITEMS

Aircraft Requirement: Light Turbine and/or Reciprocating Engine Helicopters

USER: Bureau of Land Management	ON CALL CONTRACT PERIOD: July 1, 2002 through June 30, 2003 (365 calendar days)
CREW REQUIREMENT FOR EACH AIRCRAFT: Pilot-in-Command (PIC), Fuel Servicing Vehicle Driver	
AIRCRAFT REQUIREMENT: 2 to 4 passenger seat reciprocating engine and/or light turbine helicopters	
AIRCRAFT TARGET REQUIREMENT: Bubble type cabin and seating configuration, which permits a maximum degree of unobstructed visibility from the aircraft by passengers/observers	
MINIMUM AIRCRAFT REQUIREMENTS	
<ul style="list-style-type: none"> ■ Two (2) passenger seats not including pilot, but including copilot seat in an aircraft, normally single-pilot operated ■ Performance for a reciprocating engine of at least 270 horsepower with turbocharger or turbine engine of at least 400 shaft horsepower. 	<ul style="list-style-type: none"> ■ (HIGE) at maximum certificated internal gross weight computed at 30 degrees C and 6,000 feet pressure altitude ■ Cruising airspeed of 58 mph indicated airspeed at 6,000 feet pressure altitude and 30 degrees C. Cruising airspeed is measured at 80 percent of the VNE at the maximum approved gross weight.
A BH-47G3B-1 or 2, Bell Soloy, Hiller Soloy, BH-206BIII and MD-500D should typically fulfill the above requirements; however, offerors should assure their specific helicopter is capable of meeting the above minimum requirements.	

ATTENTION – See D1.3.1 & D2.1.2

Offerors may include multiple aircraft pricing for different makes and models of aircraft. The Government however reserves the right to accept and make award only for makes and models that are considered most suitable for fulfilling the work to be done. It is totally at the Government's discretion to determine aircraft make and model suitability and the number of aircraft needed to fulfill the expected program needs. Most wild horse/burro program needs can be satisfied by use of a reciprocating engine and/or Soloy turbine type aircraft, which will meet or exceed the aircraft requirements shown above. The potential exists for some requirements to be best satisfied by using a light turbine 3- or 4-passenger place aircraft, i.e., BH206BIII, MD500D.

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A2. SOLICITATION PRICING

– See D1.3.1 for instructions for completing this page

COMPLETE A SEPARATE PAGE FOR EACH AIRCRAFT MAKE/MODEL OFFERED – YOU MAY INCLUDE MORE THAN ONE AIRCRAFT BY FAA REGISTRATION NUMBER FOR THE SAME MAKE/MODEL AT THE SAME LOCATION AND PRICE

OFFEROR NAME		
OFFEROR'S BASE OF OPERATIONS LOCATION		
AIRCRAFT MAKE AND MODEL	FAA REGISTRATION 'N' NUMBER	SERIAL NUMBER
I		
SAME AS ABOVE		
SAME AS ABOVE		

ITEM	DESCRIPTION	PAY ITEM CODE	INITIAL YEAR 7/1/02 - 6/30/03	1 ST OPTION 7/1/03 - 6/30/04	2 ND OPTION 7/1/04 - 6/30/05
1. a.	Hourly flight rate – to include fuel vehicle & driver	FT	\$	\$	\$
1.b.	Hourly ferry rate for mobilization & demobilization to & from projects	FY	\$	\$	\$
1.c.	Helicopter Trailing Lump Sum Amount for Each Load OR Unload of Helicopter	SC	\$	\$	\$
1.d.	Helicopter Trailing Mileage Rate (when trailing this rate is paid in lieu of the mileage rates shown below for projects)	TM	\$	\$	\$

1.	ADDITIONAL PAY ITEMS	PAY ITEM CODE	CLAUSE REFERENCE	UNIT	UNIT PRICE
e.	Extended Standby – Pilot	EP	C15.5.3/C16.1.2	HOUR	\$ 42.00
f.	Extended Standby – Fuel Vehicle Driver	ET	C15.5.3/C16.1.2	HOUR	\$ 22.00
g.	Subsistence Allowance	PD	C16.5.1	OVERNIGHT	Per FTR Schedule
h.	Fuel servicing Vehicle Mileage Project Rate (based upon truck capacity ordered & provided)	SM	C16.5.2	Mile	0-349 GAL \$.90 350-749 GAL \$ 1.35 750-1,499 GAL \$ 1.85
i.	Airport Use costs	SC	C16.5.5	Each	Actual Cost
i.	Landing Fees	LF	C16.5.6	EACH	Actual Cost
j.	Miscellaneous Expense	SC	C16.5.7	EACH	Actual Cost
k.	Additional Pilot for Training Purposes	SC	C16.5.8	DAILY	\$ 300.00

SECTION B - TECHNICAL SPECIFICATIONS

B1. GENERAL REQUIREMENTS

B1.1 Scope of Contract

B1.1.1 The intent of this contract is to obtain on-call flight services as requirement needs arise to support transportation of personnel and/or cargo. Flight service support will be for natural resource missions for wild horse and burro (WHB) census (classification, paint marking and darting) and capture (drive/rope-trapping) and other WHB administrative and related activities as directed by the Government.

B1.1.2 The primary user of this contract will be the Bureau of Land Management (BLM). Use of this contract may be determined to be appropriate by the OAS CO to support other users accomplishing similar type programs as identified above. Such use will be as set forth by modification or specific CO authorization to the contract.

Fulfillment of these programs can only be accomplished through the establishment of an effective working relationship between the Government and the Contractor. Employees of the Contractor are an integral element to ensure mission accomplishment. The Contractor's employees' cooperation, professionalism, and positive attitude towards accomplishment of the mission and aviation safety are essential to establish the necessary relationship that must exist to successfully complete this contract.

B1.1.3 The Government has interagency and cooperative agreements with other Federal agencies, State agencies, and private landholders; and may dispatch aircraft under this contract for such cooperative use.

B1.2 Certification

The Contractor shall hold a current Federal Aviation Administration (FAA) Air Carrier or Operating Certificate. Furthermore, their Operations Specifications shall authorize operation of the category and class of aircraft and conditions of flight required under this contract (e.g., rotorcraft, VFR day/night, passengers, and cargo).

B1.2.1 Aircraft used on this contract will be operated and maintained under the provisions of Title 14 of the Code of Federal Regulations (CFR) Part 135. These aircraft shall be carried on the list required by 14 CFR Part 135.63 or Operations Specifications Part D, "Aircraft Listing," as appropriate.

B1.2.2 The Contractor shall be certificated under 14 CFR Part 133, "Rotorcraft External Load Operations." This certificate shall authorize Class A and B loads as a minimum.

B1.2.3 The aircraft offered for this contract shall have a Standard Airworthiness Certificate. The installation of any equipment required by this contract must be FAA-approved.

B1.3 Order of Precedence (Specifications)

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

B1.4 Contracts

The Contractor shall maintain a copy of the contract and all modifications in each contract aircraft throughout performance.

B2. OPERATIONS

B2.1 Contractor's Operating Base/Reporting and Release Base

All equipment, facilities, and personnel required under this contract shall be delivered (report) to, and shall be removed (released) from the base or bases as stipulated by individual Government order.

B2.1.1 The primary areas of operation for BLM wild horse/burro needs are within the eleven western United States.

B2.1.2 When operating away from the Contractor's identified operating base/location, additional allowances specified elsewhere in this contract may apply under such circumstances.

B2.2 Security of Aircraft and Equipment

The Contractor is responsible for the security of their aircraft, vehicles, and associated equipment used in support of this contract unless otherwise provided herein.

B2.3 Flight Operations

Regardless of any status as a public aircraft operation, the Contractor shall operate in accordance with their approved FAA Operations Specifications and all portions of 14 CFR Part 91 (including those portions applicable to civil aircraft) and each certification required under Section B1.2, unless otherwise authorized by the CO.

B2.3.1 **Manifesting.** The pilot-in-command shall ensure that a manifest of all crewmembers and passengers onboard has been completed. A copy of this manifest shall remain at the point of initial departure. Manifest changes will be left at subsequent points of departure when practical. In those instances where multiple short flights will be made in a specific geographical area, which involves frequent changes of passengers, a single manifest of all passengers involved may be left with an appropriate person to preclude unreasonable administrative burden.

B2.3.2 **Passenger briefing.** Before each takeoff, the pilot-in-command shall ensure that all passengers have been briefed

SECTION B - TECHNICAL SPECIFICATIONS

in accordance with the briefing items contained in 14 CFR Part 135. In those instances where short flights are made, the briefing does not need to be repeated unless new passengers come aboard. Additionally, the briefing should include location/use of the following:

- a. Emergency locator transmitter (ELT).
- b. First aid kit.
- c. Personal protective equipment.

B2.3.3 Dual controls. Except while operating under B3.2.2, dual controls shall be removed or deactivated prior to contract performance. The pilot shall brief passengers to remain clear of the flight controls at all times.

B2.3.4 Toe-in, single-skid, step-out landings. Due to the hazardous nature of these types of landings, toe-in, single-skid, step-out landings are prohibited.

B2.3.5 Day/night use. Helicopters shall 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.

B2.3.6 Flight plans. Pilots shall file and operate on a FAA, ICAO, or a DOI bureau flight plan. Contractor flight plans are not acceptable. Flight plans shall be filed prior to takeoff when possible.

B2.3.7 Flight following. Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the DOI bureau's approved flight following procedures. Check-in intervals shall not exceed one-hour intervals under normal circumstances.

B2.3.8 Flights with doors open or removed. When requested by the Government, the aircraft shall be capable of flights with any door(s) removed or opened (sliding doors) as appropriate for the aircraft make/model. The aircraft external registration number shall be displayed in such a manner as not to be compromised by this requirement. The Contractor's representatives are responsible for removal and security of the doors; however, if the pilot requests assistance from the Government, the Contractor will ensure that Government personnel have been adequately briefed and trained on appropriate removal and storage of doors.

B2.3.9 There shall be no smoking in the aircraft.

B2.3.10 Pilot shall remain at flight controls while rotors are turning.

B2.3.11 Rapid (Hot) Refueling is not authorized.

B2.4 Personal Protective Equipment

The following items will be furnished by the Contractor, worn by the pilot, and inspected for condition at the start of the contract:

B2.4.1 Aviator's flight helmet, consisting of a one-piece hard shell made of polycarbonate, Kevlar, carbon fiber, or fiberglass, must cover the top, sides (including the temple area and to below the ears), and the rear of the head. The helmet shall be equipped with a chinstrap and shall be appropriately adjusted for proper fit. Flight helmets for helicopter usage must conform to a national certifying agency standard, such as DOT, Snell, SFI, or an appropriate military standard, or appropriate equivalent standard, and be compatible with required avionics. "Shorty" (David Clark style) helmets are not approved.

B2.4.1.1 Flight helmets currently meeting this requirement are known to include the SPH-3, SPH-4, SPH-5, SPH-8, HGU-56 & HGU-84. Helmets designed for use in fixed wing aircraft do not provide adequate protection for helicopter occupants and are not approved for helicopter use.

B2.4.2 Pilots shall wear long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material or equal. Pilots shall wear boots made of all-leather uppers that come above the ankles and leather or polyamide or aramid gloves. The shirt, trousers, boots, and gloves shall overlap to prevent exposure to flash burns.

B2.4.3 Personal protective equipment for ground operations:

B2.4.3.1 While within the vicinity of an operating (rotors turning) helicopter, all personnel will wear the following PPE:

B2.4.3.1.1 Shirt with sleeves overlapping gloves and pants with legs overlapping boots, hard hat with chin strap, hearing protection (i.e., ear plugs, noise suppression " earmuffs"), and eye protection (i.e., goggles, helmet visor down).

B2.4.3.2 In addition, fuel service vehicle operators will wear non-static clothing and gloves.

B2.5 Exemption for Transportation of Hazardous Materials

The Department of the Interior may require transportation of hazardous materials. Such transportation shall be in accordance with 49 CFR, our exemption DOT-E-9198, and the Department's *Aviation Transport of Hazardous Materials Handbook*. A copy of the exemption and handbook must be aboard each aircraft operating under the provisions of this exemption. This handbook will be provided upon award of the contract or if requested by potential Contractors. It is the Contractor's responsibility to insure that each employee that may perform a function subject to this exemption receives training on the requirements and conditions of this exemption. Documentation of this training shall be retained in the employee's records.

B2.6 Pilot Authority and Responsibility

The pilot is responsible for operating the aircraft within its operating limits, safety of the aircraft, its occupants, and cargo. The pilot shall comply with the directions of the Government, except, when in the pilot's judgment such

SECTION B - TECHNICAL SPECIFICATIONS

compliance will be a violation of applicable Federal or State regulations or contract provisions. The pilot shall refuse any flight or landing which the pilot considers hazardous or unsafe.

B2.6.1 The pilot shall not permit any passenger to ride in the aircraft or any cargo to be loaded therein unless authorized by the CO or his authorized representative.

B2.6.2 Pilots are responsible for computing the weight and balance for all flights and for assuring that the gross weight and center of gravity does not exceed the aircraft's limitations.

Pilots are responsible for the proper securing of all cargo. When required by the Government, the pilot shall utilize the Standard Interagency Load Calculation Method and its forms.

A sample of the form is included as an attachment to this section.

B2.6.3 The pilot, under the terms of this contract, may perform preventive maintenance in accordance with their company's operations specifications.

B2.6.4 The assigned pilot on this contract may function as a mechanic when the aircraft is not available due to required maintenance, provided the following requirements are met:

B2.6.4.1 The pilot shall meet all of the mechanic qualifications and experience requirements specified herein.

B2.6.4.2 Any time that the pilot is engaged in mechanic duties will apply against the pilot's duty limitations. In addition, all time in excess of 2 hours (not necessarily consecutive) will apply against the pilot's flight limitations.

B2.6.4.3 A pilot functioning as a mechanic shall not accomplish scheduled maintenance such as 50- and 100-hour inspections.

B2.6.5 All maintenance performed will be recorded in accordance with 14 CFR Part 43.9.

B2.7 Substitution of Aircraft, Approved Equipment, or Personnel

The Contractor may substitute aircraft, approved equipment, or personnel during performance of the contract provided each substitution is inspected and accepted in accordance with Section C.

B3. PERSONNEL REQUIREMENTS

B3.1 Personnel Duty Limitations

The Government may remove any Contractor personnel for fatigue or other causes before reaching their daily duty or flight limitations.

B3.2 Pilot Requirements

B3.2.1 The Contractor shall furnish a pilot for each day the aircraft is required to be available. The pilot shall 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.

B3.2.2 The Contractor may utilize and fly with a second pilot for the purpose of training the second pilot in capture techniques in order to acquire the Special Pilot Requirements identified in B3.3.9. The additional pilot shall meet all the qualifications in B3.3 except for B3.3.9 and be inspected and approved by the COTR prior to being used. Use of a second pilot shall be requested in advance of the flight by the Contractor and approved by the BLM local project individual. **No passengers will be aboard the aircraft during flights when a second pilot is being trained.** See Section C for payment.

B3.3 Pilot Qualifications

The following are minimum qualifications to provide service under this contract:

B3.3.1 Pilots shall have at least a FAA commercial pilot certificate with a rotorcraft-helicopter rating.

B3.3.2 Pilots shall hold at least a current second class medical certificate issued under provisions of 14 CFR Part 67.

B3.3.3 Pilots shall show evidence of satisfactorily passing a FAA currency flight check in accordance with provisions of 14 CFR Part 135, in the make and model offered for this contract, within the previous 12-month period.

B3.3.4 Pilot flying hours shall be verified from a certified pilot log. Further verification of flying hours may be required at the discretion of the CO.

B3.3.5 Each pilot shall, at the discretion of the COTR, pass an agency flight evaluation in make and model of aircraft to be flown on this contract. The flight evaluation will be in an aircraft supplied by the Contractor, at no expense to the Government. The satisfactory completion of the evaluation flight will not substitute for any of the total flight hour requirements listed in this contract.

B3.3.6 Pilots shall be capable of using all equipment specifically identified in Section B for performance of contract work (e.g., GPS, FM radio, etc.). Pilots may be required to demonstrate proficiency during an agency evaluation flight.

B3.3.7 Pilots shall have accumulated the minimum pilot-in-command time as follows:

B3.3.7.1	1,500 hours . . . in helicopters.
B3.3.7.2	100 hours . . . in helicopters in the last 12 months.
B3.3.7.3	100 hours . . . in the weight class of the

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helicopter offered. Defined as: “small” - up to an approved gross weight of 7,000 pounds; “medium” - above 7,000 pounds up to 12,500 pounds; “large” - above 12,500 pounds.

B3.3.7.4 100 hours . . . in turbine engine helicopters.

B3.3.7.5 50 hours . . . in the make and model of the helicopter offered. Pilot flight hour requirements in make and model may be reduced by 50 percent if the pilot shows evidence of satisfactorily completing the manufacturer's approved ground school and flight check in make, model, and series of the helicopter used on this contract. (See attachment).

B3.3.7.6 10 hours . . . in make, model, and series of helicopter offered in the last 12 months. (See attachment).

B3.3.7.7 10 hours . . . in any helicopter in the last 60 days.

B3.3.7.8 10 hours . . . in typical terrain in the make and model helicopter offered. Defined as “terrain” where the aircraft will operate during the contract period that has the same features, to include density altitude and remoteness.

B3.3.7.9 200 hours . . . Total mountain-flying time for mountainous terrain. Defined as conducting flight operations in mountainous terrain including pinnacle landings and approaches at varying elevations and density altitudes of over 5,000 feet above sea level, and in areas of rugged peaks, deep canyons, cliffs, rock outcropping, steep slopes; including landing on mountain tops and confined areas surrounded by trees, brush, rocks, snow or ice.

B3.3.8 The placement of externally carried cargo is an operational requirement of this contract. Pilots will be required to place cargo where requested regardless of the cable length (as specified in Section B4) while operating within the helicopter's capability. Pilots shall provide written evidence of qualification to transport external loads appropriate to the Contractor’s 14 CFR Part 133 certification.

B3.3.9 Special Pilot Requirements

B3.3.9.1 300 hours PIC in wild horse/burro traditional census (low level animal classification, usually at higher altitudes than census and capture), census (paint marking, darting) and capture (drive/rope trapping). Census and capture usually at 10-40 feet above ground level (AGL). The PIC must demonstrate that the total hours were acquired in a combination of the above activities. An emphasis is placed upon capture whereby the helicopter was consistently flown and maneuvered close to the ground.

B3.3.9.2 50 hours PIC within the past 2 years in

animal aerial capture (net-gunning, darting, chemical immobilization), eradication (elimination by use of firearms), marking (use of paint ball gun or similar device) or drive/rope trapping (coerce animals into constructed trap) where the helicopter was consistently flown and maneuvered close to the ground surface.

B3.3.9.3 Knowledge of habits of horses/burros and how to effectively and efficiently capture them by utilizing a helicopter.

B3.3.9.4 Ability to safely identify and maintain effective airborne contact with the wild horse/burro.

B3.3.9.5 Ability to adapt to individual BLM users approach and method concerning the capture of wild horses/burros.

B3.3.9.6 Willingness to work unusual hours, within applicable agency standards, and be able to adapt to field living conditions at remote locations.

B3.3.10 Government personnel will be utilized to accomplish actual paint balling or darting that is required. The Contractor does not need to provide additional personnel to accomplish the shooting for these projects.

B3.4 Flight Crewmembers Duty and Flight Limitations

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

B3.4.1 A maximum of 14 consecutive duty hours during any assigned duty period.

B3.4.1.1 Pilots shall be given 2 calendar days of rest (off duty) within any 14 consecutive calendar days.

B3.4.1.2 The pilot shall be given a minimum of 10 consecutive hours of rest (off duty), prior to any assigned duty period.

B3.4.2 Flight limitations. All flight time, regardless of how or where performed, except personal pleasure flying, will be reported by each flight crewmember and used to administer flight time and duty time limitations. Flight time to and from a duty station as a flight crewmember (commuting) will 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. Pilot flight time computation shall begin at liftoff and end at touchdown and will be computed from the flight hour meter installed in the aircraft. Flight crewmem-

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bers will be limited to the following flight hour limitations, which shall fall within their duty hour limitations:

B3.4.2.1. A maximum of 8 hours flight time during any assigned duty period.

B3.4.2.2 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 one calendar day off duty for rest, after which a new 6-day cycle will begin.

B3.5 Mechanic Requirement

A mechanic is not required to remain at the Contractor's operating base; however, the Contractor must ensure that the mechanic can report to the Contractor's operating base within 3 hours after it has been determined that mechanic services are required.

B3.6 Mechanic Qualifications

B3.6.1 The mechanic must have a valid FAA mechanic certificate with airframe and power plant ratings, and must have held the certificate or foreign equivalent certificate with both ratings for a period of 24 months. The mechanic must have been actively engaged in aircraft maintenance as a certificated mechanic for at least 18 months out of the last 24 months immediately preceding the start date of the contract.

B3.6.2 The mechanic shall have 12 months experience, as an A&P or foreign equivalent certificate, in maintaining helicopters (3 months must have been in the last 2 years).

B3.6.3 The mechanic must also show evidence of maintaining a helicopter of the same make and model as offered under "field" conditions for at least one (1) full season. (Three consecutive months maintaining the Helicopter away from Contractor's base of operations with minimal supervision will meet this requirement.)

B3.6.4 Mechanics must have satisfactorily completed a manufacturer's maintenance course or an equivalent FS or OAS approved Contractor's training program for the make and model of helicopter offered or, show evidence that he/she has 12 months maintenance experience on a Helicopter of the same make and model offered.

B3.6.5 The Contractor may enter into an agreement with a qualified mechanic or maintenance facility whose personnel meet the requirements set forth above. Details of the agreement shall be clarified with the CO.

B3.6.6 The mechanic shall be available to maintain the aircraft in airworthy condition. The mechanic shall be provided by the Contractor and shall be in addition to the pilot(s).

B3.6.7 When the mechanic is serving as the fuel servicing vehicle driver, the more stringent duty limitations shall apply.

B3.7 Mechanic Duty Limitations

Mechanics shall not exceed the following duty time limitations:

B3.7.1 Within any 24-hour period, mechanics shall have a minimum of 8 consecutive hours off duty immediately prior to the beginning of any duty day. Local travel up to a maximum of 30 minutes each way between the work site and place of lodging will not be considered duty time.

B3.7.2 Mechanics will have 2 full days off duty during any 14-day period during the performance of this contract. Off duty days need not be consecutive.

B3.7.3 Duty time includes availability and work or alert status at any job site for which a mechanic is compensated; or any other time of a commercial nature whether compensated or not.

B3.7.4 The mechanic will be responsible for keeping the Government apprised of his/her duty limitation status.

B3.7.5 Relief or substitute mechanics reporting for duty under any contract may be required to furnish a record of all duty time during the previous 14 days.

B3.8 Fuel Servicing Vehicle Driver Requirement and Qualifications

The Contractor shall furnish a fuel servicing vehicle driver for each day the aircraft is required to be available. The fuel servicing vehicle driver must meet all Department of Transportation requirements for fuel vehicle drivers.

B3.9 Fuel Servicing Vehicle Driver Duty Limitations

B3.9.1 Fuel servicing vehicle drivers shall comply with 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.

B3.9.2 In addition to the above, the fuel servicing vehicle driver shall have a minimum of 2 full calendar days of rest (off duty) during any 14-day period. Off duty days need not be consecutive.

B3.9.3 The fuel servicing vehicle driver will be responsible for keeping the Government apprised of his/her duty limitation status.

B3.9.4 Relief or substitute fuel servicing vehicle drivers reporting for duty under any contract may be required to furnish a record of all DOT duty time during the previous 14 days.

B4. EQUIPMENT REQUIREMENTS

B4.1 Condition of Equipment

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Contractor-furnished aircraft and equipment shall be operable, free of damage, and in good repair. Aircraft systems and components shall be free of leaks except where specified by the manufacturer.

B4.1.1 All windows and windshields must be clean and free of scratches, cracks, crazing, distortion, repairs, or tinting which hinder visibility. Repairs, such as a safety wire lacing and stop drilling of cracks, are not acceptable as permanent repairs. Prior to acceptance, all temporary repaired windows and windshields shall have permanent repairs completed or shall be replaced.

B4.1.2 The aircraft interior shall be clean and neat. There shall be no unrepaired tears, rips, or other damage to the interior. The exterior finish, including the paint, shall be clean, neat, and in good condition. Any corrosion shall be within manufacturer or FAA acceptable limits.

B4.2 Aircraft Equipment Requirements

One aircraft shall be provided and equipped with the following:

B4.2.1 A complete set of current aeronautical charts covering area of operations.

B4.2.2 One digital hour meter shall be installed in a location observable by the pilot and front seat observer while seated. The meter shall be wired in series with a switch on the collective control, and a switch activated by engine or transmission oil pressure or equivalent means, to record flight time only.

B4.2.3 Free air temperature gauge.

B4.2.4 One set of individual lap belts for each occupant.

B4.2.5 Double strap shoulder harness with automatic or manual locking inertia reel for each front seat occupant. Shoulder straps and lap belts shall fasten with one single point metal-to-metal, quick release mechanism.

B4.2.6 Fire extinguisher(s), as required by 14 CFR Part 135, shall be a handheld bottle, minimum 2-B:C rating, mounted and accessible to the flight crew while seated. The fire extinguisher shall be maintained in accordance with *NFPA Manual 10: Standards for Portable Fire Extinguishers* or the Contractor's 135 operations manual.

B4.2.7 Dual controls are required for initial pilot performance evaluation and during capture flights using a second pilot for the purpose of training (see B3.2.2).

B4.2.8 Aircraft lighting for night operation in accordance with 14 CFR Part 91.205(c), including instrument lights.

B4.2.9 A strobe light, with either a white, or ½-white and ½-red lens, mounted on top of the aircraft, or otherwise visible from above. If the aircraft certification requires the

anticollision light to be aviation red, then a white strobe light with an independent activating switch shall be provided in addition to the red strobe.

B4.2.10 High skid-type landing gear, if manufactured for make and model.

B4.2.11 Aircraft with a floor height greater than 18 inches shall have personnel access steps to ensure safe entrance and exit from each door.

B4.2.12 External cargo racks with tie-down nets, straps, or bungees. Cargo racks shall be at least 2½ inches deep, meet construction methods and procedures prescribed in AC 43.13.1B and AC 43.13.2A or a 15-cubic-foot baggage compartment within the aircraft fuselage specifically designed to carry cargo separate from the cabin.

Note: Cargo racks may be removed for darting and paintball operations.

B4.2.13 Aircraft manufactured with a parcel/storage area behind the rear passenger seats shall be equipped with a cargo restraint system for that area.

B4.2.14 Engine intake filtering device or particle separator, capable of filtering sand and dust particles (if manufactured for make and model).

B4.2.15 Cabin heater and window defogger.

B4.2.16 A first aid kit containing items specified in attachments shall be carried aboard the aircraft on all flights.

B4.2.17 A survival kit containing items specified in attachments shall be carried aboard the aircraft on all flights and shall be included in weight and balance/load calculations.

B4.2.18 A convex mirror for observation of the sling load by the pilot.

B4.2.19 One cargo hook that may be loaded and locked in a single motion with one hand, and is rated at the maximum lifting capacity of the aircraft.

B4.2.20 Two cargo nets with a minimum size and capacity of 10 feet by 10 feet and 1,500 pounds.

B4.2.21 Leadline at least 20 feet long, but not exceeding 50 feet, with swivel attachment rated at 1,500 pounds minimum.

B5. AVIONICS REQUIREMENTS

B5.1 General

B5.1.1 The following systems shall be furnished, installed, and maintained by the Contractor in accordance with the manufacturer's specifications and the installation and maintenance standards of Section B5.6. The Contractor's avionics systems must comply with the performance

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requirements listed in *Avionics Operational Test Standards* of December 1, 1998 (copies available upon request from the CO or OAS Avionics).

B5.1.2 Any **digital** aeronautical, mobile, or portable VHF-FM radios furnished to meet the requirements of this document shall also be APCO Project 25 (EIA/TIA-102) compliant.

B5.2 Communications Systems

B5.2.1 One automatic-portable/automatic-fixed or automatic-fixed ELT, utilizing an external antenna and meeting the same requirements as those detailed for airplanes in 14 CFR Part 91.207 (excluding section f), shall be installed per the manufacturer's installation manual, in a conspicuous or marked location. **NOTE: An ELT meeting either TSO-C91a or TSO-C126 is required effective January 1, 2005.**

B5.2.2 One panel-mounted VHF-AM aeronautical transceiver (VHF-1), operating in the frequency band of 118.000 to 135.975 MHz, with a minimum of 720 channels, and a minimum of 5 watts carrier output power. **NOTE: A 760-channel VHF-AM transceiver covering 118.000 to 136.975 MHz is required effective January 1, 2005.**

B5.2.3 One VHF-FM multi-mode aeronautical transceiver (FM-1), which provides selection of both narrowband (12.5 kHz) and wideband (25.0 kHz) bandwidth operation on each channel.

B5.2.3.1 The transceiver's operational frequency range shall include the band of 150 to 174 MHz. The operator shall be able to program any usable channels within that band while in flight.

B5.2.3.2 Carrier output power shall be 10 watts nominal value (original design specification). The transceiver shall be capable of displaying receiver and transmitter operating frequency, and shall provide both receiver and transmitter activation indicators. A Separate GUARD receiver is not required. The transceiver's/encoder's operational controls must be located and arranged so that both 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.

B5.2.3.3 One CTCSS sub-audible tone encoder (which may be an integral part of the transceiver), with the lowest 32 TIA/EIA-603 standard tone frequencies (from 67.0 to 203.5 Hz, less 69.3 Hz) being selectable, shall be interfaced to the above transceiver. It is desired that the encoder provide a display of the selected tone or tone frequency.

B5.2.3.4 The following models of VHF-FM aeronautical transceivers are known to meet the above requirements:

Eureka Radio ERS-96000NB w/external tone encoder
NAT(Northern Airborne Technology) NPX-138N
NAT(Northern Airborne Technology) NTX-138
Technisonics TFM-138 (serial number 1540 and up)
Technisonics TFM-138B (all)

Technisonics TFM-138C (all)
Technisonics TFM-500 (all)
Wulfsberg RT-5000/C-5000
Wulfsberg RT-9600N w/C-962A control head
Bendix-King/BK Radio model KFM-985 (only with multi-mode capability)

B5.3 Navigational Systems

One GPS shall be securely mounted in the aircraft. The GPS shall reference latitude and longitude coordinates for aircraft positioning, and utilize an approved, fixed, external aircraft GPS antenna. In "bubble-canopy" aircraft however, a GPS antenna may be mounted inside the "bubble," provided the installation provides proper operation and does not interfere with the operation of other systems, occupant comfort, or outward vision. The GPS shall be powered by the aircraft electrical system.

B5.4 Audio Systems

B5.4.1 An audio control system shall be provided for the pilot and observer/copilot. The system shall provide pilot and observer/copilot with controls for selection of receiver audio outputs and transmitter microphone/PTT audio inputs for all installed radios and PA systems. The system shall also provide pilot and observer/copilot with separate controls for adjustment of both ICS and receiver audio output levels.

B5.4.1.1 Transmitter selection and operation. A transmitter selection controls shall be provided for the microphone/PTT inputs of pilot and observer/copilot. Whenever a transmitter is selected, the companion receiver audio shall automatically be selected for the corresponding earphone. Transmitter sidetone audio shall be provided for the user.

B5.4.1.2 Receiver selection and operation. Separate controls shall be provided for selection of audio from one or any combination of available receivers. The passenger positions shall monitor the receiver(s) as selected by the pilot or observer/copilot. The receiver audio output shall be free of excessive distortion, hum, noise, and crosstalk, and shall be amplified sufficiently to facilitate ease of use in a noisy cockpit/cabin environment.

B5.4.1.3 The controls of the audio system must be located and arranged so that both 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. Labeling and marking of controls shall be clear, understandable, legible, and permanent. Electronic label maker marking is acceptable.

B5.4.2 An intercommunications system (ICS) shall be provided for the pilot, observer/copilot, and all other passenger positions. ICS audio shall mix with, but not mute, selected receiver audio. An ICS audio level control shall be provided for each position above. Adjustment of the ICS audio level at any position shall not affect the level at any other position. A "hot mic" capability (voice activation

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[VOX] IS NOT acceptable) shall be provided for the pilot and observer/co-pilot. ICS sidetone audio shall be provided for the earphones corresponding with the microphone in use. The ICS audio output shall be free of excessive distortion, hum, noise, and crosstalk, and shall be amplified sufficiently to facilitate ease of use in a noisy cockpit/cabin environment.

B5.4.3 Earphones, microphones, PTT's, and jacks:

B5.4.3.1 The system shall be designed for operation with 600-ohm earphones and carbon-equivalent, noise-canceling boom type microphones (Gentex electret type Model 5060-2, military dynamic type M-87/AIC with CE-100 TR preamplifier, or equivalent) with U-75/U type connector plug. The pilot position only may be configured for low impedance (dynamic) operation.

B5.4.3.2 All earphone/microphone jacks in the aircraft (except the pilot's) shall be U-92A/U (single/female) type, which will accept U-174/U type plugs.

B5.4.3.3 Separate PTT switches shall be provided for radio transmitter and ICS microphone operation at the pilot and observer/copilot positions. The pilot's PTT switches shall be mounted on the cyclic control. The observer/copilot's PTT switches shall be mounted on the cord to the earphone/microphone connector. In lieu of the observer/copilot's cord-mounted PTT switches, a footswitch-operated PTT system may be utilized. ICS PTT switches for the other required positions shall be mounted on the cord to the earphone/microphone connector.

B5.5 Other Avionics

B5.5.1 One external public address/siren system (PA) capable of developing 75 watts RMS voice power with less than 10 percent distortion. The speaker shall be mounted pointing to the side and 45 degrees down from the horizontal plane of the aircraft. The system shall be connected through the aircraft audio control system in such a manner as to utilize the same microphones and PTT switches as those employed in radio transmit operation. PA/siren systems which utilize their own, separate microphone are not acceptable.

B5.6 Avionics Installation and Maintenance Standards

B5.6.1 All avionics systems used in or on the aircraft for this contract and their installation and maintenance shall comply with all manufacturer's specifications and applicable Federal Aviation Regulations contained within 14 CFR regardless of any exclusions for public aircraft allowed in 14 CFR.

B5.6.2 Strict adherence to the recommendations in FAA AC 43.13-1B Chapter 11, "Aircraft Electrical Systems," and Chapter 12, "Aircraft Avionics Systems," as well as AC 43.13-2A Chapter 1, "Structural Data," Chapter 2, "Radio Installation," and Chapter 3, "Antenna Installation," is required.

B5.6.3 All avionics systems requiring an antenna shall be installed with a properly matched, aircraft-certified antenna

unless otherwise specified. Antennas shall be polarized as required by the avionics system, and have a VSWR of 2.5 to 1 or better.

B5.6.4 Avionics equipment mounting location and installation shall not interfere with passenger safety, space, and comfort. Avionics equipment will not be mounted under seats designed for deformation during energy attenuation. In all instances, the designated areas for collapse shall be protected.

B6. MAINTENANCE REQUIREMENTS

B6.1 General

The aircraft shall be operated and maintained in accordance with the manufacturer's specifications and applicable FARs.

B6.2 Maintenance

Aircraft shall be maintained in accordance with the Contractor's 14 CFR Part 135 certificate.

B6.2.1 All maintenance, including inspection, rebuilding, alteration, and installation shall be accomplished by a person authorized to perform maintenance in accordance with 14 CFR Part 43.

B6.2.2 The Contractor's maintenance organization shall be capable of providing field maintenance support for each aircraft during extended periods of heavy use. The Contractor may have arrangements with other appropriately rated facilities to perform maintenance for which the Contractor is not qualified.

B6.2.3 A mechanic meeting the contract qualifications shall inspect helicopters each 50 hours of flight. The 50-hour inspection shall be accomplished in accordance with the procedures outlined in the approved/accepted maintenance program or, if not covered by the maintenance program, it shall include, but not be limited to, the following: lubrications, if applicable; compressor wash, if necessary; and a thorough visual inspection of power plant, power drive train, main and tail rotor heads and blades, control systems, and airframe instruments. A record of this inspection shall be entered in the aircraft maintenance records in accordance with 14 CFR Part 43.9. Such entry shall also include the aircraft time in service.

B6.3 Preventive Maintenance

B6.3.1 The pilot, under the terms of this contract, may perform preventive maintenance in accordance with 14 CFR Part 43.3(h). All maintenance performed will be recorded in accordance with 14 CFR Part 43.9.

B6.3.2 Routine maintenance shall be performed before or after the daily use or as approved by the CO or the COR.

B6.4 Maintenance Test Flight

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B6.4.1 A functional maintenance check flight shall be performed, at the Contractor's expense, following installation, overhaul, major repair, or replacement of any engine, power train, rotor system, or flight control system. This shall be accomplished before the aircraft resumes service under the contract. The pilot shall enter the result of this check flight in the aircraft records.

B6.4.2 The Contractor shall immediately notify the CO or the COR of any change to any engine, power train, flight control or major airframe component, or of any major repair following an incident or accident, including the circumstances involved.

B6.5 Time Between Overhaul (TBO) and Life Limited Parts

B6.5.1 All components, including engines, shall be replaced upon reaching the factory-recommended TBO or FAA-approved extension. Life limited parts shall be replaced at the specified time in service hours or cycles.

B6.5.2 Aircraft operated with 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.

B6.5.3 The Contractor shall 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 shall include the components 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.

B6.6 Airworthiness Directives (ADs) and Manufacturer's Mandatory Service Bulletins (MMSBs)

B6.6.1 All applicable FAA ADs and required MMSBs shall be complied with prior to the performance of this contract. A list of FAA ADs and required MMSBs on the make and model of aircraft offered shall be made available. The list will be similar to that in Advisory Circular AC 43-9C. Signature of persons verifying accuracy of the list is required. All applicable ADs and required MMSBs issued during the contract shall be complied with.

B6.7 Weight and Balance

B6.7.1 The aircraft's required weight and balance data shall be determined by actual weighing of the aircraft within 24 calendar months preceding the starting date of the contract, or renewal period, and following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft.

B6.7.2 All weighing of aircraft shall be performed on scales that have been certified as accurate within the proceeding 24 calendar months. The certifying agency may be any accredited weights and measures laboratory.

B6.7.3 A list of equipment installed in the aircraft at the time of weighing must be compiled. The equipment list will include the name of each item installed. Items which may be easily removed or installed for aircraft configuration changes (seats, doors, radios, cargo hook, baskets, special mission equipment, etc.) shall also be listed including the name, the weight and arm of each item. Each page of the equipment list must identify the specific aircraft by at least serial number or registration number of the aircraft. Each page of the equipment list will be dated indicating the last date of weighing or computation. 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 135.23(b) and 135.185 are acceptable.

B6.8 Manuals/Records

B6.8.1 The Contractor shall ensure that all maintenance performed on contract aircraft is recorded in the affected aircraft's maintenance record in accordance with 14 CFR Parts 43 and 91 (reference 14 CFR Parts 43.9, 43.11, and 91.417).

B6.8.2 A copy of the contract aircraft's current maintenance record, containing as a minimum the information required by 14 CFR Part 91.417, shall be kept with the aircraft.

B6.8.3 If requested by the Government, a copy of the Contractor's procedures manuals, as outlined in 14 CFR Part 135.21, shall be furnished to the CO or the COR. Revisions made during the period of this contract shall be forwarded to the CO or the COR.

B6.8.4 Before the start date of the contract, all maintenance deficiencies shall be 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. Those deficiencies occurring during performance under the contract shall be corrected in accordance with the appropriate FARs or the Approved Maintenance Program.

B6.9 Turbine Engine Power Assurance Checks

The first day of operation and no more than each 10 hours of operation thereafter, a power assurance check shall be performed. The power assurance check shall be accomplished in accordance with the helicopter flight manual (pilot's operating handbook) or approved company performance monitoring program. The results shall be recorded and kept in the aircraft or at the Contractor's operating base. Engines with power output below minimum approved limits shall be removed from contract use until the cause of the low power condition is corrected.

B7. FUEL AND SERVICING REQUIREMENTS

B7.1 General

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B7.1.1 The Contractor shall supply all aircraft fuel and lubricating oils to be used by the aircraft during the contract period.

B7.1.2 All fuel must be commercial (or military) grade aviation fuel approved for use by the airframe and engine manufacturer. Only fuels meeting American Society for Testing and Material (ASTM) or military specifications are authorized for use. ASTM D-1655 (Jet A, A-1, or B), Mil T-5624 (JP-4, JP-8, JP-5), ASTM-D-910 or Mil T-910 (grade 80, 100, or 100LL).

B7.1.3 Contractors obtaining bulk fuel directly from distributors shall determine that fuel delivered to the Contractor's vehicle or storage tanks meets the specifications of paragraph B7.1.2. The current fuel delivery ticket shall be kept with the fuel servicing vehicle.

B7.1.4 Fueling operations, including storage and handling shall comply with the airframe and engine manufacturer's recommendations and all applicable FAA standards. The Contractor shall have a fuel quality assurance program. The National Fire Protection Association's (NFPA) fuel-handling handbook shall be used as a guide, except that no passengers shall be on board the aircraft during fueling operations. Copies of *NFPA Manual 407: Aircraft Fuel Servicing* can be obtained from the National Fire Protection Association, Batterymarch Park, Quincy, MA 02269. Maintenance and security of fuel storage and fueling facilities are the Contractor's responsibility.

B7.1.5 If storage facilities contain more than 1320 gallons total or any one container contains more than 660 gallons, the regulations of the EPA shall apply (40 CFR Part 112).

B7.1.6 Fuel shall pass through a filtering system as outlined in Section B7.4 in accordance with the filter manufacturer's recommendations.

B7.2 Fuel Servicing Vehicle: General

B7.2.1 As stated in the contract terms and conditions of this document, the Contractor shall comply with all applicable Federal, State, and local laws. Contractor fuel servicing vehicles must meet all requirements of 49 CFR applicable to the type of fuel being transported. NOTE: 49 CFR Part 171.1(c) pertains to persons under contract to the Federal Government.

B7.2.2 One approved fuel truck shall be provided for this contract and available for dispatch away from the Contractor's operating base. The fuel servicing vehicle shall be approved annually by the Government, and display a current USDI/OAS or USDA/FS inspection sticker.

B7.2.3 The fuel servicing vehicle shall be capable of transporting fuel over rough mountain roads.

B7.2.4 The fuel servicing vehicle tank shall have a capacity of a minimum of 8 hours of useable fuel for the make and model helicopter operating on the contract based on the Helicopter Fuel Consumption and Weight Reduction Chart in the

attachments. The fuel servicing vehicle shall be capable of carrying all equipment and accessories (i.e., longlines, remote hook, cargo nets, Contractor crew's overnight gear, and other items) required to support a lengthy assignment. The fuel servicing vehicle manufacturer's gross vehicle weight (GVW) with full fuel tanks and accessories shall not be exceeded.

B7.2.5 Fuel servicing vehicles shall be properly maintained, clean, and reliable. Tanks, plumbing, filters, and other required equipment shall be free of rust, scale, dirt, and other contaminants. All leaks shall be repaired immediately.

B7.2.6 All tanks will be securely fastened to the vehicle bed and shall have a sump or sediment settling area.

B7.2.7 A 10-gallon-per-minute flow rate delivered by the filter and pumped at the nozzle is the minimum size acceptable. Filter and pump sizes shall be compatible with the helicopter being serviced.

B7.2.8 Gasoline engine driven pumps shall have a shielded ignition system and an approved spark arrestor muffler. All refueling pumps regardless of power source shall be listed for use with petroleum products (UL, FM, etc.).

B7.3 Fuel Servicing Vehicle: Equipment

B7.3.1 Each aircraft fuel servicing tank vehicle shall have two fire extinguishers, each having a rating of at least 20-B:C with one extinguisher mounted on each side of the vehicle. Extinguishers shall comply with *NFPA Manual 10: Standards for Portable Fire Extinguishers*.

B7.3.2 Tanks erected for aboveground storage, and tanks mounted on vehicles shall be designed to allow contaminants to be removed from the sediment settling area.

B7.3.3 Only hoses compatible with the aviation fuel being serviced will be used. Hoses that comply with API BULL 1529 hose Type C, Type F and Type CT are known to meet this requirement. Hoses shall be kept in good repair and stored on a mechanized reel on the fuel servicing vehicle.

B7.3.4 The fuel nozzle shall include a 100 mesh or finer screen, a dust protective device, and a bonding cable with clip or plug. Except for Wiggins closed circuit systems, no nozzle hold-open devices will be permitted.

B7.3.5 An accurate fuel-metering device for registering quantities in U.S. gallons of fuel pumped shall be provided. The meter shall be positioned in full view of the fuel handler while fueling the helicopter.

B7.3.6 Fuel servicing vehicles shall have adequate bonding cables which shall be utilized in accordance with *NFPA Manual 407*.

B7.3.7 Fuel servicing vehicles shall carry sufficient petroleum product absorbent pads or materials to absorb or

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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 EPA (40 CFR Parts 261 and 262).

B7.4 Fuel Servicing Vehicle: Filtering System

B7.4.1 The fuel filtration system shall be designed to withstand fuel system pressures and flow rates.

B7.4.2 The filter manufacturer's operating, installation, and service manual shall be carried in the fuel servicing vehicle and followed.

B7.4.3 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-O-409, and Facet FG-210-2, FG215-2, FG-220-2, FG-O-512-2, FG-O-609-2 and FG-O-614-2.

B7.4.4 The filter vessel shall be placarded indicating the filter change date. Spare filters shall be available to allow periodic and emergency filter changes.

B7.4.5 Fuel transfer systems must have a pressure gauge installed upstream of the filter vessel.

B7.4.6 Differential pressure gauges shall be installed on refueling systems if required by the filter manufacturer or in systems with operating pressures of 25 psi and above.

B7.4.7 The filter assembly shall be mounted to allow room for draining and pressure flushing of the unit. If installed, water sight gauge balls shall be visible.

B7.4.8 Three-Stage (filter, water separator, monitor) Systems (API/IP 1581 or MIL-F-8901E-qualified). Fueling systems shall 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.

B7.4.9 Single-Stage System or Three-In-One Filter Canister Systems (API/IP 1583 qualified) shall 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.

B7.4.10 At least one spare filter, seals, and any other spare components of the fuel servicing vehicle filtering system shall be stored in a clean, dry area in the fuel servicing vehicle.

B7.5 Fuel Servicing Vehicle: Markings

B7.5.1 Each fuel servicing vehicle shall have "NO SMOKING" signs with 3-inch minimum letters visible from both sides and rear of vehicle.

B7.5.2 Each fuel servicing vehicle shall also be conspicuously and legibly marked to indicate the nature of the fuel. The markings shall be on each side and the rear in letters at least 3 inches high on a background of a sharply contrasting color such as Avgas by grade or jet fuel by type.

EXAMPLES: Jet-A white on black background or Avgas 100 white on green background.

B7.6 Fuel Servicing Vehicle: Operations

B7.6.1 Government personnel shall not be involved with refueling of contract aircraft unless the pilot has determined that it is an absolute necessity due to an emergency situation.

B7.6.2 Smoking is prohibited within 50 feet of the aircraft and fuel servicing vehicles.

B8. HELICOPTER TRAILERING

Required only for Contractor's proposing to trailer their helicopters.

B8.1 A helicopter trailer may be used to transport the helicopter to the work site. The trailer shall be designed to provide support/storage racks for the main rotor blades in such a manner that no loads are imposed on the transmission during transit. Upon removal of the helicopter from the trailer and prior to flight, the helicopter will be inspected.

B8.1.1 If the blades have not been removed, the pilot may perform the inspection in accordance with the daily inspection requirements of the manufacturer and an appropriate logbook entry shall be made.

B8.1.2 If the blades have been removed, then the inspection and reinstallation of the blades is a maintenance function and shall be performed by an appropriately certified FAA mechanic and an appropriate logbook entry shall be made.

B9. ATTACHMENTS AND/OR DRAWINGS – SECTION B

The following attachments and/or drawings are enclosed and made part of this section:

SECTION B - TECHNICAL SPECIFICATIONS

B9.1 Standard Interagency Load Calculation Form.

B9.2 Helicopter Fuel Consumption and Weight Reduction Chart.

B9.3 Helicopter Like Makes and Models.

B9.4 First Aid and Survival Kits.

B9.5 FS/OAS A-17 Drawing: Wiring Diagram for AUX-FM Connector.

SECTION B - TECHNICAL SPECIFICATIONS

ATTACHMENT

STANDARD INTERAGENCY LOAD CALCULATION METHOD AND FORM

GENERAL INSTRUCTION

Complete a load calculation for all flights. For repetitive flights, one calculation is valid between like point of similar evaluations as long as loads do not exceed that authorized by the calculation for the initial flight, and weather conditions do not change.

SPECIFIC INSTRUCTIONS

Pilot completes Items 1 through 13. Helicopter Foreman or Officer completes the balance of the form.

ITEM

- 1 DEPARTURE BASE -- Read altimeter when set to 29.92.
- 2 DESTINATION BASE -- Use MSL/Elevation.
- 3 HELICOPTER EQUIPPED WEIGHT -- Empty weight of A/C + weight of accessories required for mission + weight of oil.
- 4 FLIGHT CREW WEIGHT -- Weight of pilot (and any additional crew members) + their personal gear.
- 5 FUEL -- AvGas = 6.0 lbs./gal.
-- Jet Fuel (JP) = 7.0 lbs./gal.
- 6 OPERATING WEIGHT -- Add Items 3, 4 and 5.
- 7 COMPUTED GROSS WEIGHT -- Obtain weight from A/C Hover-in-Ground-Effect (HIGE) Chart using External Load Chart if available. Sling load missions and adverse terrain or adverse weather, etc., flights will be computed from A/C Hover-Out-of-Ground-Effect (HOGE) Charts.
- 8 WEIGHT REDUCTION -- Enter applicable weight reduction for helicopter model as shown on Weight Reduction Chart.
- 9 ADJUSTED WEIGHT -- 7 minus 8.
- 10 TAKEOFF AND LANDING LIMITS -- Enter applicable Takeoff and Landing Weight Limit as found in LIMITATIONS section of Handbook.
- 11 SELECTED WEIGHT -- If line 9 is greater than line 10, line 9 may be used for JETTISONABLE loads. However, the lowest weight, line 9 or 10, will be used for NONJETTISONABLE loads.
- 12 OPERATING WEIGHT -- Item 6.
- 13 ALLOWABLE LOAD -- The maximum allowable weight (passenger and/or cargo) that can be carried for the mission.
- 14 PASSENGERS AND/OR CARGO -- Enter passenger weight and/or type and weights of cargo. Manifest all passengers by name for each flight.
- 15 ACTUAL PAYLOAD -- Total of all weights listed in Item 14.
- 16 ACTUAL GROSS WEIGHT -- The total of weights in Items 12 and 15.

**U.S. DEPARTMENT OF THE INTERIOR
HELICOPTER LOAD CALCULATION**

**HELICOPTER
MODEL _____
NO. _____**

Pilot	Project	Date	
		Time	
1.	Departure Base	Pressure ALT	Temperature
2.	Destination Base	Pressure ALT	Temperature
3.	Helicopter Equipped Weight		
4.	Flight Crew Weight		
5.	Fuels (Gals. X lbs.)		
5.	Operating Weight	IGE	OGE
7.	Computed Gross Weight		
8.	Fixed Weight Reduction		
9.	Adjusted Weight (7 Minus 8)		
10.	Takeoff/Landing Limits (Handbook Limitations Section)		
11.	Selected Weight (Lowest of (9 or 10 for Nonjettisonable)		
12.	Operating Weight (line 6)		
13.	Allowable Payload		
14.	Passengers and/or Cargo (Names)	(Weight)	
15.	Actual Payload		
16.	Actual Gross Weight (12 Plus 15) (Must Not Exceed Line 11)		
	Pilot	Foreman	
	OAS 67 (02/81)		

SECTION B - TECHNICAL SPECIFICATIONS

ATTACHMENT

HELICOPTER FUEL CONSUMPTION AND WEIGHT REDUCTION CHART

		Fuel Consumption	Load Calculation
		Gallon/Hour	Weight Reduction-Lb
EUROCOPTER	AS-330J	179	NOT ESTABLISHED
	AS-332L-1	160	NOT ESTABLISHED
	AS-350B	45	130
	AS-350B-1	46	160
	AS-350B-2	48	160
	AS-350B-3	50	175
	AS-350D	38	130
	AS-355F-1	58	140
	AS-355F-2	58	140
	AS-365N-1	87	275
	BK-117	77	160
	BO-105CBS	55	180
	SA-315B	58	180
	SA-316B	58	170
	SA-318C	56	80
	SA-319B	55	NOT ESTABLISHED
	SA-341G	56	170
	EC-135	64	220
BELL	47	17A	90
	47/SOLOY	23	120
	204B (UH-1 SERIES)	88	200
	205A-1	89	260
	206B-II	25	100
	206B-III	27	130
	206L-1	32	150
	206L-3 (Incl L-1 C30P)	38	180
	206L-4	38	180
	212	100	390
	214B	160	380
	214ST	133	NOT ESTABLISHED
	222A	70	NOT ESTABLISHED
	222B	83	NOT ESTABLISHED
	222UT	83	NOT ESTABLISHED
	407	45	155
	412	110	390
	412HP	110	390
MD	500C	23	110
	500D/E	28	120
	520N	32	100
	530F	34	120
	600N	41	155
	900/902	69	210
HILLER	SL-3/4	21A	90
	UH-12	17A	90
	1100B	22	130
	UH-12/SOLOY	23	100
SIKORSKY	S-55T	47	170
	S-58D/E	83A	OGE 000 IGE 400
	S-58T/PT6T-3	115	OGE 000 IGE 400
	S-58T/PT6T-6	115	OGE 000 IGE 600
	S-62A	70	300
	S-70	160	N/A

"A" after the gallons indicates Avgas; all others are turbine.

12/01

SECTION B - TECHNICAL SPECIFICATIONS

ATTACHMENT

Helicopter Like Makes and Models For Exclusive Use Contracts	
<i>Make</i>	<i>Model</i>
Bell	47 series (all Recips)
Bell	47 series Soloy
Bell	206A, 206B, series
Bell	206L series
Bell	212, 412,
MD	369 (500) series
MD	520N, 600
MD	MD-900, 902
Enstrom	28, 280 series
Eurocopter	SA 315, SA 316, SA 319
Eurocopter	AS 350/355 series
Hiller	12 series (Recips)
Hiller	12 series (Soloy)
Schweizer	269, 300 series (Recips)

This list does not specifically follow the FAA guidelines as it relates to 14 CFR 135.293 competency.

Similar military aircraft are not acceptable for grouping.

Grouping of like makes and models of aircraft allows determination of pilot authority. Differences training must be completed for each of the makes/models in a grouping. Make/model qualification and currency are met with time flown in any aircraft in grouping.

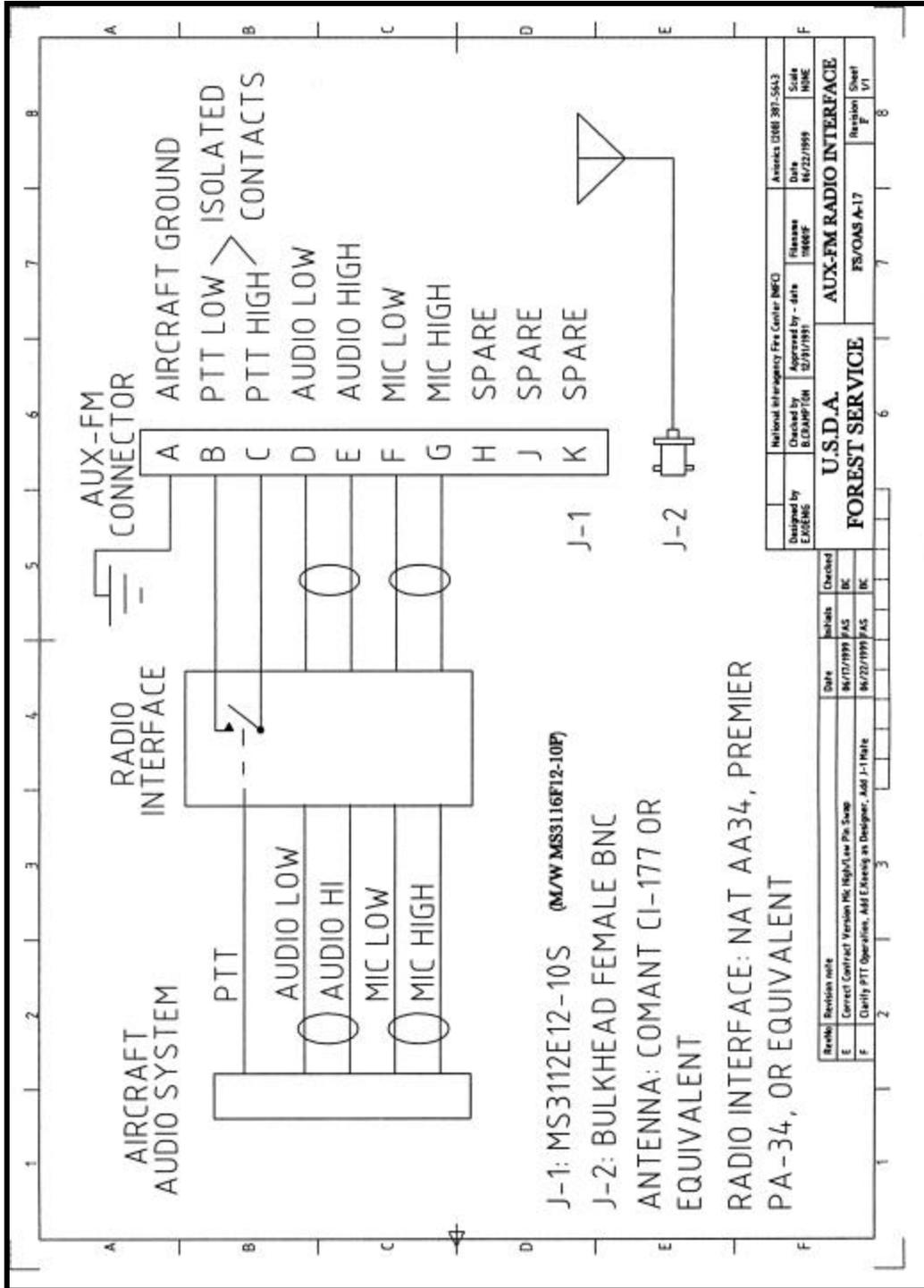
FIRST AID & SURVIVAL KITS

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

Minimum First Aid Kit Items		
Each kit must be in a dust-proof and moisture-proof container.		
The kit must be readily accessible to the pilot and passengers.		
<u>Item</u>	<u>Passenger Seats 0-9</u>	<u>Passenger Seats 10-50</u>
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.		

Minimum Aircraft Survival Kit Items
Knife
Signal mirror
Signal flares (six each)
Matches (two small boxes in waterproof containers)
Space blanket (one per occupant)
Water (one quart per occupant [not required when operating over areas with adequate drinking water])
Food (two days' emergency rations per occupant)
Candles
Water purification tablets
Collapsible water bag
Whistle
Magnesium fire starter
Nylon rope or parachute cord (50 feet)

AUXILIARY FM RADIO INTERFACE



SECTION C – CONTRACT TERMS AND CONDITIONS

C1. 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2002) [TAILORED]

(SEE SUPPLEMENT WHICH FOLLOWS IMMEDIATELY
AFTER THESE CLAUSES)

(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. 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,

SECTION C – CONTRACT TERMS AND CONDITIONS

arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. 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.

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

(k) *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.

(l) *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.

(m) *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.

(n) *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.

(o) *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 327, *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.

(p) *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.

C2. 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 2001)

(a) The Contractor shall comply with the following 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) 52.222-3, Convict Labor (E.O. 11755).

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

(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 or components:

(CO shall check as appropriate.)

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

—(2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999)

___(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999)(if the offeror elects waive the preference, it shall so indicate in its offer).

___(4)(i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, Section 304, Small Business Reauthorization and Amendments Act of 1994).

___(ii) Alternate I to 52.219-5

SECTION C – CONTRACT TERMS AND CONDITIONS

- ___(iii) Alternate II to 52.219-5.
- X(5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).
- X (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer).
(ii) Alternate I of 52.219-23
- (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- X (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
- X (12) 52.222-26, Equal Opportunity (E.O. 11246).
- X (13) 52.222-35, Affirmative Action for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- X (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- X (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- (16) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (E.O. 13126).
- ___ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
___ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (18) 52.225-1, Buy American Act—Balance of Payments Program—Supplies (41 U.S.C. 10a-10d).
- (19)(i) 52.225-3, Buy American Act—North American Free Trade Agreement—Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
___ (ii) Alternate I of 52.225-3
___ (iii) Alternate II of 52.225-3
- (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (21) 52.225-13, Restrictions on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- ___(22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- X (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- ___ (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
- X (25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
- ___ (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- (28) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
___ (ii) Alternate I of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the CO has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:
- (*CO check as appropriate.*)
- X (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, *et. seq.*).
- X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, *et. seq.*).
- X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (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 (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, *et seq.*).
- (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.

SECTION C – CONTRACT TERMS AND CONDITIONS

(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) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996); and

(5) 52.222-41 Service Contract Act of 1965, As Amended (41 U.S.C. 351, *et seq.*).

SUPPLEMENT TO CONTRACT TERMS AND CONDITIONS

C3. RESERVED

C4. AIRCRAFT INSURANCE

The Contractor shall maintain as a minimum, aircraft insurance coverage as required by CFR Title 14 Chapter 2, Part 205 during performance under this contract.

C5. 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30th. 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.

C6. AUTHORITY OF GOVERNMENT REPRESENTATIVES

C6.1 Contracting Officer (CO)

The CO is the appointed Government official with authority to enter into, administer and terminate this contract. **No one but the CO** is authorized under any circumstances to:

C6.1.1 Award, agree to, or execute any contract, contract modification, or notice of intent.

C6.1.2 Obligate, in any way, the payment of money by the Government.

C6.1.3 Make a final decision on any contract matter that is subject to the Disputes clause of this contract.

C6.1.4 Terminate, for any cause, the Contractor's right to proceed.

C6.2 Contracting Officer's Technical Representative (COTR)

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

The COTR for this contract is:

Mr. Steve Smith
OAS West Area Office
2741 Airport Way
Boise, Idaho 83705

Phone: 208-334-9310

Fax: 208-334-9303

SECTION C – CONTRACT TERMS AND CONDITIONS

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

Mr. Robert Galloway
OAS Headquarters
2350 West Robinson Rd.
Boise, ID

Phone: 208-387-5803
Fax: 208-387-5730

C6.3 Bureau Government Representative

C6.3.1 The nature of the services expected under this contract(s) will be to support multiple BLM users within the eleven western United States. No CO designation of Contracting Officer's Representative (COR) or Project Inspector (PI) will be utilized under the contract(s) awarded.

C6.3.2 The BLM State Aviation Managers (SAM) for each state will act as a central contact point as it relates to projects occurring within their state and area of responsibility. At the time of contract award, a listing of the SAMs with addresses and telephone numbers will be provided to those awarded a contract. The SAMs will:

1. Assist project and field users as needed in ordering services, identifying areas of concern that should be discussed with the CO and/or COTR.
2. Periodically review that project/field users have ordered services in accordance with the ordering procedures established in the contract.
3. Ensure project/field users provide evaluation feedback to the CO about Contractor performance.

C6.3.3 A bureau representative will be identified at the time a Contractor is selected for a project. This individual will be a contact point concerning the specific project and is authorized to take any or all of the following actions with respect to administrative functions related to the project.

1. Confirm the project start date/time and the daily schedule.
2. Provide bureau information specific to project to be accomplished.
3. Assure the Contractor performs in accordance with the contract.
4. Assure completion and submission of the OAS-23, Aircraft Use Report.
5. Complete an evaluation on Contractor performance for the project accomplished and return it to the Government contracting office.

C7. 52.212-4 (a) INSPECTION/ACCEPTANCE, THE FOLLOWING IS ADDED:

C7.1 Inspection Process and Scheduling

C7.1.1 After award of the contract and any renewal thereof, an inspection of the Contractor's proposed aircraft,

equipment and personnel shall be accomplished by the COTR's office to ensure compliance with the contract requirements. Hours for inspection are 0730 to 1630 local time, Monday through Friday (Government holidays excluded) unless otherwise scheduled by the Government. The inspection will be conducted at the Contractor's operating base, Contractor's facility or other location acceptable to the Government. The COTR will attempt to schedule the inspection at a mutually agreeable time and confirm the time and date in writing. The Contractor may request rescheduling of any inspection in writing to the COTR no later than 10 days prior to the date of the scheduled inspection. The COTR will attempt to accommodate the request, if possible.

C7.1.2 Inspections are expected to be accomplished when the BLM has a identified a company as a best value selection for a planned wild horse/burro project or the COTR's inspectors normal schedule brings them to the Contractor's operating base vicinity. Contractors who have not been inspected but are contacted by the BLM for a project should immediately contact the COTR to schedule an inspection date. Failure to contact the COTR may result in the use of a different Contractor. Pilot inspections for herding or gathering are only accomplished during actual use.

C7.1.3 All inspections shall be documented on Form OAS-68, Inspection Report. This form documents aircraft, fuel servicing vehicle and personnel that are found to be in compliance with contract requirements and which are approved for use under the contract. Additionally, a data card or interagency pilot qualification card will be issued which details the uses for which aircraft/equipment/pilot(s) are authorized.

C7.1.3.1 The aircraft data card shall be with the aircraft and available for inspection at all times during the contract period.

C7.1.3.2 The pilot qualification card shall be in the possession of the pilot and available for inspection at all times during the contract period.

C7.1.4 The Government may suspend the inspection and schedule a reinspection for another time/date/site of aircraft/equipment/personnel which are not completely prepared for contract performance or which have been rejected. The CO may charge the additional cost of reinspection or test as described herein.

C7.2 Equipment

C7.2.1 In addition to the static physical inspection of the aircraft, and at the option of the Government, in-flight dynamic testing of aircraft systems may be required. Any such in-flight testing, which may be conducted in conjunction with pilot evaluation flight(s), shall be performed at no cost to the Government.

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C7.2.2 (As applicable) Fuel servicing vehicle(s), fuel cache(s) and other equipment shall be inspected to assure compliance with contract specifications.

C7.3 Personnel

C7.3.1 The Contractor shall submit within 10 days of request, completed pilot and mechanic, as applicable, information forms for all personnel that the Contractor proposes for use under the contract. Information from these forms will assist in evaluating the pilot's and mechanic's qualifications. Only those individuals whose past experience can be verified from log books, employment records, etc. will be considered for use on this contract.

C7.3.2 A pilot evaluation flight shall be conducted when determined necessary by the COTR to further verify the pilot(s)' ability to perform on this contract. The aircraft used for this evaluation will be the same make, model, and series as offered for this contract, shall be equipped with dual controls and shall be provided by the Contractor for the evaluation flight(s) at the Contractor's expense. Location of the evaluation flight(s) may include access to terrain similar to that to be flown during the contract period. The determination as to the ability of the pilot(s), through an evaluation flight, to successfully meet the requirements of this contract will rest with the Government.

C7.3.3 (If applicable) Each fuel servicing vehicle driver may be requested to demonstrate an acceptable knowledge of correct fueling procedures and all fueling and safety equipment on the fuel servicing vehicle.

C7.4 Inspection of Substitute Personnel, Aircraft or Equipment

C7.4.1 Inspection of substitute personnel, aircraft or equipment shall be requested in writing by the Contractor 10 days prior scheduled arrival at the site unless approved at the initial inspection. After the first 120 calendar days, the Government will at no cost to the Contractor inspect substitute personnel and/or equipment on a basis of one inspection per quarter. Otherwise, the CO may charge the cost of reinspection as described in paragraph below.

C7.4.2 Transportation of substitute personnel, aircraft or equipment to the point of use will be at the Contractor's expense.

C7.4.3 Pilots who are exchanged or replaced after the initial pilot(s) approval, may be subject to up to three hours each of training or orientation flight time at Contractor's expense. (This flight is in addition to any pilot evaluation flight that is needed.)

C7.5 Reinspection Expenses

C7.5.1 The Contractor shall be liable for all Government incurred costs associated with reinspections as discussed below. Inspection expenses may be deducted from payments due the Contractor or through other methods.

C7.5.2 Costs may include, but are not limited to, inspector(s) time, transportation, and subsistence computed as follows:

C7.5.2.1 Inspector Time. \$55.00 per hour, per inspector for all hours including travel time required to reinspect aircraft, personnel or equipment for contract compliance.

C7.5.2.2 Transportation and Subsistence. Actual cost for required inspector(s).

C7.5.2.3 Other actual costs incurred by inspector(s) which are associated with the reinspection.

C7.5.2.4 Government user time associated with any required inspections. Costs will be based upon actual employee time and hourly salary expense incurred by the Government.

C8. PERSONNEL CONDUCT

C8.1 Replacement Contractor Personnel

C8.1.1 Performance of contract services may involve work and/or residence on Federal property (i.e., National Parks, Refuges, Indian Reservations, etc.). Contractor employees are expected to follow the rules of conduct established by the manager of such facilities that apply to all (both Government or non-Government) personnel working or residing on such facilities. A copy of such rules, if available, can be obtained from the designated bureau user. The Contractor may be required to replace employees who are found to be in noncompliance with Government facility rules of conduct.

C8.1.2 Personnel who perform ineffectively, refuse to cooperate in the fulfillment of the project objectives, are unable or unwilling to adapt to field living conditions, or whose general performance is unsatisfactory or otherwise disruptive or detrimental to the purpose for which contracted, shall be replaced by the Contractor. Pilots who fly recklessly or fail to follow safe operating practices shall be replaced by the Contractor.

C8.1.3 The Contractor shall be notified by the CO of all unsatisfactory conduct or performance, stating the conditions of unsatisfactory or unsafe performance by the Contractor's personnel. An opportunity for corrective action may be afforded, when the conditions warrant. When directed by the CO, the Contractor agrees to replace unacceptable personnel not-later-than 24 hours after such notification, or as otherwise mutually agreed upon. The decision as to unacceptability shall be at the sole discretion of the CO.

C8.2 Suspension of Pilot

C8.2.1 Upon receipt of substantiated written correspondence which indicates a serious safety concern, suspension action of the pilot may be initiated.

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C8.2.2 Upon involvement in an Aircraft Accident or NTSB Reportable Incident (see 49 CFR Part 830), a pilot operating under this contract **will** be suspended from performing pilot duties under this contract and any other activity authorized under the interagency pilot qualification card(s) issued to the pilot pending the investigation outcome.

C8.2.3 Upon involvement in an Incident with Potential as defined under Mishaps, a pilot operating under this contract **may** be suspended from performing pilot duties under this contract and any other activity authorized under the interagency pilot qualification card(s) issued to the pilot pending the incident investigation outcome.

C8.2.4 When the pilot is suspended, and when requested, the interagency pilot qualification card(s) will be surrendered to the COTR or other authorized agency representative. Pilot suspension will continue until:

C8.2.4.1 The investigation findings and decision indicate no further suspension is required and the interagency pilot qualification card(s) is returned to the pilot; or

C8.2.4.2 Revocation action to cancel the pilot's interagency DOI pilot authorizations is taken by the issuing agency in accordance with agency procedures.

C9. SAFETY AND ACCIDENT PREVENTION

C9.1 The Contractor shall furnish a copy of all reports required to be submitted to the FAA by the Federal Aviation Regulations that relate to pilot and maintenance personnel performance, aircraft airworthiness or operations.

C9.1.1 Examples of these reports are 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 8301.15, and FAA Form 8010-4, Malfunction or Defect Report.

C9.2 Following the occurrence of a mishap, the CO will evaluate whether noncompliance or violation of provisions of the contract, the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices, programs, negligence on the part of the company officers or employees may have caused or contributed to the mishap. The Contractor shall fully cooperate with the CO in the fulfillment of this clause.

C9.3 The Contractor shall keep and maintain programs necessary to ensure safety of ground and flight operations. The development and maintenance of these programs are a material part of the performance of the contract.

C9.3.1 Examples of such programs are 1) personnel activities, 2) maintenance, 3) safety, and 4) compliance with regulations.

C10. MISHAPS

C10.1 Definitions

As used throughout this contract, the following terms shall have the meaning set forth below:

C10.1.1 **Aircraft Accident.** See 49 CFR Part 830.

C10.1.2 **Airspace Conflict.** A near mid-air collision, intrusion, or violation of airspace rules.

C10.1.3 **Aviation Hazard.** Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C10.1.4 **Fatal Injury.** See 49 CFR Part 830.

C10.1.5 **Incident.** See 49 CFR Part 830.

C10.1.6 **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.

C10.1.7 **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.

C10.1.8 **Operator.** See 49 CFR Part 830.

C10.1.9 **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 OAS-34 or FS 5700-14).

C10.1.10 **Serious Injury.** See 49 CFR Part 830.

C10.1.11 **Substantial Damage.** See 49 CFR Part 830.

C10.2 Mishap Reporting

The Contractor of an aircraft for the Government shall immediately, and by the most expeditious means available, notify the NTSB AND the agency ASO when an "Aircraft Accident" or NTSB reportable "Incident" occurs.

C10.2.1 The ASO shall immediately be notified when an "Incident with Potential" occurs.

C10.2.2 The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is:

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

C10.3 Forms Submission

C10.3.1 Following an "Aircraft Accident" or when requested by the NTSB following the notification of a reportable

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"Incident," the Contractor will provide the agency ASO with information necessary to complete a NTSB Form 6120.1/2 "Pilot/Operator Aircraft Accident Report".

C10.3.2 The NTSB Form 6120.1/2 does not replace the Contractor's responsibility, within 5 days of an event, to submit to the agency ASO a "SafeCom" to report any condition, observance, act, maintenance problem, or circumstance which has potential to cause an aviation-related mishap. Submission via the internet at <http://www.oas.gov> is preferred. Blank SafeComs can be obtained from agency ASOs.

C10.4 Pilot Suspension

See C8.2 contained herein.

C10.5 Preservation Requirements

C10.5.1 The Contractor shall 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. Exceptions are when threat to life or property exists, the aircraft is blocking an airport runway, etc. The CO shall be immediately notified when such actions take place.

C10.5.2 The NTSB's release of the wreckage does not constitute a release by the CO.

C10.6 Mishap Investigations

The Contractor shall maintain an accurate record of all aircraft accidents, incidents, aviation hazards and injuries to Contractor or Government personnel arising in the course of performance under this contract. Further, the Contractor fully agrees to cooperate with the agency during an investigation and make available personnel, personnel records, aircraft records, and any equipment, damaged or undamaged, deemed necessary by the agency.

C10.7 Costs Related to Investigation

The NTSB or agency will determine their individual agency 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.

C10.8 Rescue and Salvage Responsibilities

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

C11. BILLING OFFICE AND INVOICE SUBMISSION

C11.1 The contracting office shown on SF 1449 is the designated billing office for submission of invoices unless otherwise directed by the COR. If the COR directs that

invoices be submitted to a local office, that office will become the designated billing office.

C11.2 The Contractor may submit invoices not less frequently than every two weeks beginning from the first day services begin or upon conclusion of a shorter duration project. Services provided shall be shown on a daily basis.

C12. AIRCRAFT USE REPORT

An Aircraft Use Report, OAS-23 form shall be completed and signed by the Contractor or Contractor's representative and the Government. Instructions for proper completion of the Aircraft Use Report are contained in the OAS-23 booklet. At the election of the Contractor, the completed and signed Aircraft Use Reports may be used as the Contractor's invoice.

C13. FEDERAL AIRPORT AND AIRWAY EXCISE TAXES

(Chapters 31 and 33 of the Internal Revenue Code, 26 U.S.C. 4041, 4261 et seq.) (Contractor Furnished Pilot) Chapters 31 and 33 of the Internal Revenue Code 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.

C13.1 Fuel Tax

If the fuel tax is applicable and this contract requires Contractor furnished fuel, the Contractor shall be responsible for payment of the fuel tax and shall include such taxes in his bid price.

C14. RESERVED

C15. ON CALL CONTRACT PERIOD AND RENEWAL

C15.1 On Call Contract Period

The on call contract period shall be for the period of time identified in Section A. No use shall occur until the Contractor's equipment and personnel have been inspected and approved as set forth elsewhere in this contract. No adjustment will be made to the start or end date as a result of the actual award date, inspection and approval date(s) and/or work date.

C15.2 Option to Extend the Term of the Contract (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.

SECTION C – CONTRACT TERMS AND CONDITIONS

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

C15.3. OPTION TO EXTEND SERVICES (52.217-8, Nov 1999)

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

C15.4 Orders for Service

C15.4.1 The Government does not guarantee the placement of any orders for use under this contract, and the Contractor is not obligated to accept any orders.

C15.4.2 As project needs become known, the Government will place orders for service with the Contractor offering the best value to the Government for aircraft services conforming to the Government's requirements. Bureau representatives will have their bureau's authorization to place orders against the contract. The ordering office will be responsible for conducting, documenting in writing, and maintaining on file, individual project cost comparisons and selection rationale.

C15.4.2 The Government will utilize a listing of awarded contracts to accomplish the analysis to determine the most advantageous Contractor for accomplishment of the project. Most favorable price (to include mobilization/demobilization costs), will be a substantial factor in determining Contractor selection for the project. When determined and documented to be in the best interest of the Government, the Government reserves the right to select other than the lowest priced Contractor consistent with the provisions contained herein. Other items of consideration may include but are not limited to the following: aircraft best suited for accomplishment of the project, availability of the Contractor for the period of the project, familiarity with the work area, etc.

C15.4.3 After identification of the Contractor determined to represent the most advantageous selection for a project, an order will then be placed with the Contractor offering the best value to the Government for aircraft services conforming to the Government's requirements and as set forth herein.

C15.4.4 Pricing offered under Section A will remain in effect for each year's contract period. No changes will be made or accepted from the Contractor unless specifically authorized by another contract provision (i.e. Fair Labor Standards Act and Service Contract Act - Price Adjustment Provision, etc.) or as otherwise determined by the CO to be in the Government's best interest. Contracts will not be modified after award with any change that may be perceived to give any one Contractor a competitive advantage over other

Contractors. The Government reserves the right to adjust additional pay item pricing. Such adjustments will be made only by the CO and would apply to all Contractors.

C15.4.5 Cancellations by either party should be documented, briefly explaining the reasons for the cancellation and included in the Government user's file concerning the project.

C15.4.5.1 The Contractor will be entitled to claim actual and reasonable costs associated with a project where cancellation by the Government occurs after services have commenced. Such claims will be coordinated with the CO.

C15.4.6 Services during a project shall be exclusively in support of the Government project as directed subject to the availability requirements specified herein. Upon completion of the project and release by the Government, the Contractor will return to an on call status.

C15.5 Availability Requirements

C15.5.1 For projects that are ordered and accepted, the Contractor shall be available and capable of providing service up to 14 hours each day services are scheduled for a project. The total daily use period will be as scheduled by the Government, but may not exceed each individual crew member's daily duty/flight limitations. Pre and post flight activities shall be accomplished within the scheduled 14 hour duty day. Routine maintenance shall be performed before or after the scheduled 14-hour period or as permitted elsewhere in the contract.

C15.5.2 The ordered period of service for individual projects shall extend from the time services begin until released by the Government and will include required ferry time to and from the project site.

C15.5.3 Extended standby is intended to provide the Contractor compensation for employee time when ordered services are provided in excess of the first nine (9) hours of service each day. Extended standby is applicable only to those crew members (pilot and light fuel servicing vehicle driver) required for the project and will not be paid for a training pilot being utilized as provided under B3.2.2. 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.

C15.5.4 The Government will schedule daily operations with the pilot.

C15.6 Maintenance During Availability Period

During periods of unavailability, the Government project user may permit removal of the aircraft from service to permit the Contractor to perform scheduled or unscheduled maintenance. Approval to remove the aircraft from service shall be wholly discretionary by the Government. Availability of service shall continue to be measured and

SECTION C – CONTRACT TERMS AND CONDITIONS

paid throughout periods approved for maintenance, PROVIDED:

C15.6.1 The Contractor requests permission to remove the aircraft from service in advance of the maintenance.

C15.6.2 The Government, at its discretion, shall have the right to require the Contractor to resume service within 60 minutes of an order.

C15.6.3 Further, 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:

C15.6.3.1 Obtains the schedule of operations from the COR.

C15.6.3.2 Returns the aircraft to service before the beginning of the next availability period, AND

C15.6.3.3 Uses the aircraft for maintenance test flights, or flight to and from maintenance facilities, only.

C15.7 Unavailability and Damages

C15.7.1 Services will be recorded and considered as unavailable whenever the Contractor fails to comply with the availability requirements specified herein pursuant to the operation schedules agreed upon by the Contractor and Government. Services will continue as unavailable until the failure is corrected and the Contractor has notified the project contact representative that services are once again available.

C16. MEASUREMENT AND PAYMENT

Payment will be made only when services have been ordered, accepted and provided under this contract.

C16.1 Daily Availability

C16.1.1 Availability of service during the established and agreed upon availability period (not to exceed 14 hours) is not measured or recorded for payment purposes under this contract but is paid indirectly under the flight rate. Availability hours are monitored for the purpose of assuring compliance with crew duty limitations, unavailability reductions, and payment of extended availability if applicable. The flight rate shall include all fixed and variable costs (depreciation, salaries, overhead, annual inspections, permanent shop facilities, etc.) necessary to provide continuous service as well as those costs directly attributable to actual flight.

C16.1.2 Extended standby shall be measured and recorded in hours, rounded up to the next whole hour not to exceed each crew member's duty limitations specified under Section B. Payment for extended standby will be made at the prices set forth in Section A, and as measured above. Unavailability during extended standby will be measured in whole hours. If unavailability occurs, payment for extended standby will be made only for full hours of service provided.

C16.1.2.1 The minimum truck requirements of this solicitation can be satisfied by use of a light truck driver. Adjustments to the fuel servicing vehicle driver extended standby rate established in Section A will be made only as it relates to the light truck driver employee classification. Changes to other truck driver classifications utilized at the election of the Contractor will not result in adjustments to the extended standby rate.

C16.2 Guarantee

C16.2.1 The Government will pay the Contractor a flight guarantee when documented on the invoice for payment and the OAS-23, Aircraft Use Report. Payment will be made, by individual project, for the greater of (1) actual flight time including ferry time to and from the project location, or (2) a total guarantee determined by multiplying the number of days of ordered service by three (3) hours of flight per day. Guarantee will not accrue after the aircraft is released, even though the aircraft may not depart the work site immediately after release.

C16.2.2 The minimum guarantee specified above will apply on days the Contractor is required to remain overnight away from the Contractor's base of operations identified in Section A, or is required to be available for the Government's exclusive use for four (4) or more hours during a day.

C16.2.3 Whenever service is unavailable, the minimum guarantee as specified above will be reduced by the length of time service is unavailable not to exceed three hours per day. At the Government's option, in lieu of the above reduction, the project period may be extended one additional day with no increase in guarantee for each day that result in the loss of three (3) or more hours of availability.

(a) Project cancellations due to Contractor unavailability will result in payment for actual services provided and no minimum guarantees will be paid.

C16.2.4 Unflown guaranteed flight hours due should be billed upon conclusion of the project. A line entry should be included on the invoice showing the flight time due with GT used as the pay item code. Payment for the guarantee due will be made at the project flight rate specified in Section A.

C16.3 Flight Time

C16.3.1 Measurement of Flight Time. Flight time shall be measured from lift-off to touchdown and recorded in hours and tenths. Flight time shall be measured by means of an approved electrical time recorder as required in Section B.

C16.3.2 Payment for Flight Time. Payment will be made at the rates set forth in Section A for all flights ordered by the CO or CO's designated representative and flown by the Contractor.

C16.3.3 Flights Associated with Inspection. Flight time associated with OAS (agency) inspection shall be at the

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expense of the Contractor and will not be measured for payment.

C16.3.4 Flights for Contractor's Benefit. Payment will not be made for flights for the benefit of the Contractor such as maintenance test flights, ferrying to and from maintenance facilities, flights required following an engine change, commercial charters, and flights solely for transportation of Contractor's personnel.

C16.4 Mobilization/Demobilization

C16.4.1 Actual ferry flight time and fuel servicing vehicle mileage for individual projects will be paid at the rates specified in Section A.

C16.5 Additional Pay Items

Claims for additional pay items addressed herein shall be documented on the invoice for payment and supported by invoice(s) and/or document(s) as required below. Payment will not be made for additional pay items without supporting invoice(s) and/or document(s) when required.

C16.5.1 **Subsistence Allowance.** A subsistence allowance (lodging and meals) may be claimed for each authorized crewmember, for each overnight, including mandatory days off, when assigned to an alternate base away from the Contractor's operating base.

C16.5.1.1 The Government, at its option, may provide meals and/or lodging (which may be remote field camp accommodations). If not Government provided, the Contractor will be paid an overnight allowance equal to the standard Federal Travel Regulation (FTR) rate (or high rate, if applicable). The Contractor may claim overnight expenses using either of the two following methods:

- (i) Payment of the Standard or High Rate, if applicable) lodging and M&IE rate EXCLUDING lodging tax (does not require lodging receipts to be submitted with the invoice).
- (ii) Payment of actual lodging amount and M&IE rate not to exceed that authorized in accordance with the FTR plus lodging tax. An itemized lodging invoice detailing lodging cost and tax shall be submitted with the invoice.

(a) The lodging invoice and invoice for payment shall clearly show the county or city where the overnight occurred. High rate claims for subsistence that do not include this information will be reduced to the standard rate.

C16.5.1.2 If the Contractor elects not to utilize Government provided meals and/or lodging, there shall be no payment for meals, lodging or transportation costs incurred by the Contractor for travel to alternate meal or lodging locations.

C16.5.1.3 Unless the Government makes three meals available to the Contractor's employees, the appropriate total rate for meals and incidental expenses will be paid.

C16.5.1.4 No payment will be made for partial meals when the Contractor's crew is directed to operate in the field and returns to the Contractor's operating base in the evening and no overnight occurs.

C16.5.1.5 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 in C16.5.1.1 of this clause. Current rates established by the FTR are:

STANDARD

Meals and Incidental Expense: \$30.00 -- Lodging: \$55.00

High Rate

See Internet site <http://policyworks.gov> - select Per Diem Rates

C16.5.2 **Fuel Servicing Vehicle Mileage.** As the minimum fuel servicing requirements can be satisfied by a light fuel vehicle, the Contractor will be paid the rate of \$.90 per mile as stipulated in Section A when the vehicle is dispatched to provide support to the aircraft away from the Contractor's identified operating base/location.

(a) If a fuel vehicle with fuel capacity greater than 349 gallons is specifically ordered by the Government, the Contractor will be paid the applicable mileage rate as specified in Section A. Vehicles with greater than 8 hours capacity for the aircraft make/model provided at the election of the Contractor and not specifically ordered by the Government will be paid mileage at the rate of \$.90 per mile.

(b) The Contractor's invoice for payment and OAS-23 form should specifically note when a large fuel capacity vehicle is ordered and provided.

C16.5.3 **Fuel Supply Expense.** The Contractor is responsible for the purchase and payment of all fuel required for performance of this contract regardless of the fuel source.

C16.5.4 **Helicopter Trailing.** Applicable to Contractors offering trailing capability. If trailing is requested by the Government and provided by the Contractor, payment will be made at the rates set forth in Section A. Trailing of the helicopter will be mutually agreed to by both the Government and the Contractor.

C16.5.4.1 Once the decision has been made to trailer, the Contractor may ferry the helicopter in lieu of trailing, however, payment for ferry will not exceed what would have been incurred to trailer the helicopter.

C16.5.4.2 The Contractor will not be required to trailer the helicopter if the Government's operating base is within 250 miles of the Contractor's operating base/location. The

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Contractor will not be required to trailer the helicopter for interim project moves of less than 250 miles.

C16.5.4.3 The lump sum amount specified in Section A will be paid each time the Contractor must ~~load or unload~~ the helicopter from the trailer. (Typically trailering would be 2 loads and 2 unloads for a total of 4 loads for a project, with each being paid at the lump sum rate offered.)

C16.5.4.4 Actual trailering mileage will be paid at the trailering mileage rate offered in Section A. The trailering mileage rate is used only when the helicopter is actually trailered and is in lieu of the fuel vehicle mileage rate established for projects.

C16.5.5 **Airport Use Costs.** The Government will pay the Contractor for airport use costs, such as tie-downs or similar type costs, the Contractor is required to pay when ordered to operate from an airport other than the Contractor's identified operating base/location. Such costs when in excess of \$75.00 shall be supported by a paid itemized invoice.

C16.5.6 **Landing Fees.** The Government will pay the Contractor for all landing fees the Contractor is required to pay when supporting a project. Such costs when in excess of \$75.00 shall be supported by a paid itemized invoice.

C16.5.7 **Miscellaneous Expenses.** The Government will pay the Contractor for miscellaneous costs, such as licenses, airport use costs (tie-downs), hazmat permits or similar type charges when ordered to operate from an airport other than the Contractor's operating base. Such costs when in excess of \$75.00 shall be supported by paid itemized invoice(s).

C16.5.8 **Second Pilot in Training.** When approved by the BLM, the Contractor will be paid the daily rate specified in Section A, Additional Pay Items when the Contractor utilizes a second pilot for training purposes as specified in B3.2.2. **No other costs such as extended standby and subsistence will be paid for the second pilot.**

C16.6 Miscellaneous Charges

Miscellaneous charges for goods or services furnished by the Government, on behalf of the Contractor, will be deducted from amounts due under the contract.

C17. ATTACHMENTS – SECTION C

C17.1 Statement of Equivalent Rates for Federal Hires

C17.2 Wage Determination Information

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ATTACHMENT

Statement of Equivalent Rates for Federal Hires (48 CFR 52.222.42)

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

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

- A.

<u>EMPLOYEE CLASS</u>	<u>MONETARY WAGE</u>
Aircraft Pilot, GS-11	\$ 21.45
Fuel Servicing Vehicle Driver (Light Truck Driver, WG-5)	\$ 12.75

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

- C. Paid holidays are:

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

- D. The amount of paid vacation time allowed is as follows:
 1. Two (2) hours of annual leave each week for an employee with less than three (3) years of service.
 2. Three (3) hours of annual leave each week for an employee with three (3) but less than fifteen (15) years of service.
 3. Four (4) hours of annual leave each week for an employee with fifteen (15) or more years of service.

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

WAGE DETERMINATION INFORMATION

This solicitation includes Department of Labor (DOL) wage determinations. In order that this solicitation may be accessed electronically, the following DOL wage determination information has been extracted from the wage determinations 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 determinations listed below shall be included in their entirety in any awarded contract resulting from this solicitation.

DOL WAGE DETERMINATION NO. 1995-0222, REV. 12 DATED 9/4/01

Area: Nationwide
Occupation: Airplane Pilot Minimum Hourly Wage: \$21.45

DOL WAGE DETERMINATION NO. 1995-0221, REV. 9 DATED 11/29/01

Area: Mountain Region: Arizona, Colorado, Idaho, Montana, Nevada, New Mexico, Utah, Wyoming
Occupation: Truckdriver, Light * Minimum Hourly Wage: \$8.54
Truckdriver, Medium ** Minimum Hourly Wage: \$13.57
Truckdriver, Heavy *** Minimum Hourly Wage: \$14.46

Area: Pacific Region: California, Oregon, Washington
Occupation: Truckdriver, Light * Minimum Hourly Wage: \$8.97
Truckdriver, Medium ** Minimum Hourly Wage: \$14.26
Truckdriver, Heavy *** Minimum Hourly Wage: \$15.19

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 FOR THE OCCUPATIONS SHOWN ABOVE

- *Health & Welfare: \$2.02 per hour or \$80.80 per week or \$350.13 per month
- *Vacation: 2 weeks paid vacation after 1 year of service with the 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 (successor) Contractor wherever employed, and with the predecessor Contractor in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)
- *Holidays: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. (A Contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (Reg. 29 CFR 4.174)

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

To receive the wage determinations in their entirety, please contact the issuing office at 208-387-5760 or submit a written facsimile request to 208-387-5780.