

## 2004 Call-When-Needed Single Engine Air Tankers

This document is published to assist SEAT Managers in administering call-when-needed SEAT contracts in the field.

Each time a SEAT is furnished under this contract, a Government SEAT Manager will be assigned to direct use, assist the Contracting Officer and Contracting Officer's Representative in field administration of the contract and to approve availability and flight times. The Manager is not authorized to change or waive contract terms or prices (see contract clause C6 and C6.4.)

A copy of the contract and all modifications are to be maintained in each aircraft during its use under this contract.

Prior to putting the SEAT into use the SEAT Manager will conduct a pre-use inspection as noted in contract clause C6.4.

All services provided under this contract will be documented on form OAS-23 Aircraft Use Report. Completed OAS-23's should be submitted for payment to:

Office of Aircraft Services  
PO Box 15428  
Boise, Idaho 83715-5428

### Contacts:

COR (Operational issues)	Mark Bickham	(208) 387-5872
COTR, West Area (Technical issues)	Steve Smith	(208) 334-9310
COTR, East Area (Technical issues)	Robert Lewis	(770) 458-7474
CO (Administrative issues)	Bob Carr	(208) 433-5023

**DOI AVIATION MANAGEMENT**  
**2004 CWN SINGLE ENGINE AIR TANKER CONTRACTS**  
*Aircraft in red are not currently carded, call the area office for current carding*

LOCATION	COMPANY	CONTRACT NUMBER	A/C TYPE	N NUMBER/ TANKER NUMBER	**DAILY AVAIL.	**FLIGHT RATE	*CARD EXP. DATE
<b>ALASKA</b>							
Anchorage	Aero Tech (505) 763-4300	1406-02-80-2227	AT-802A	N332AT/ T-488	\$ 1,400.00	\$ 1,420.40	2/28/05
<b>ARIZONA</b>							
Buckeye	Pierce Aviation (623) 386-4302	1406-02-80-2247	Thrush G10	N440AT/ T-411	\$ 1,320.00	\$ 1,143.80	3/31/05
			Thrush G10	N6125X/ T-412	\$ 1,320.00	\$ 1,143.80	12/31/04
			Thrush T45	N32973/ T-413	\$ 1,320.00	\$ 1,143.80	4/30/05
			Thrush T45	N3299H/ T-414	\$ 1,320.00	\$ 1,143.80	4/30/05
			AT-502A	N1539X/ T-423	\$ 1,320.00	\$ 1,143.80	4/30/05
			AT-802	N1531S/ T-185	\$ 1,810.00	\$ 1,615.40	4/30/05
			AT-802AF	N1546H/ T-186	\$ 1,810.00	\$ 1,615.40	4/30/05
			AT-802	N8510M/ T-441	\$ 1,810.00	\$ 1,615.40	4/30/05
			AT-802	N6131K/ T-409	\$ 1,810.00	\$ 1,615.40	4/30/05
			AT-802	N802SG/ T-430	\$ 1,810.00	\$ 1,615.40	4/30/05
			AT-802	N187LA/ T-410	\$ 1,810.00	\$ 1,615.40	4/30/05
			AT-802	N1558W/ T-424	\$ 1,810.00	\$ 1,615.40	4/30/05
			AT-802	N8523H/ T-407	\$ 1,810.00	\$ 1,615.40	4/30/05
AT-802	N106LA/ T-446	\$ 1,810.00	\$ 1,615.40	4/30/05			
Payson	AeroSpray, Inc. (320) 289-1601	1406-02-80-2228	AT-802	N70LA/ T-459	\$ 1,900.00	\$ 1,820.40	4/30/05
Mesa	Marsh Aviation Company (480) 832-3770	1406-02-80-2246	Thrush T34	N5558X/ T-401	\$ 995.00	\$ 1,005.30	NOT CARDED
			Thrush T34	N5611X/ T-402	\$ 995.00	\$ 1,005.30	NOT CARDED
			Thrush T34	N331U/ T-404	\$ 995.00	\$ 1,005.30	5/31/05
Phoenix	Western Pilot Service (602) 776-0356	1406-02-80-2245	M-18A	N496WP/ T-496	\$ 1,388.00	\$ 1,124.35	5/31/05
			M-18A	N497WP/ T-497	\$ 1,388.00	\$ 1,124.35	5/31/05
			M-18	N498WP/ T-498	\$ 1,388.00	\$ 1,124.35	5/31/05
			M-18A	N499WP/ T-499	\$ 1,388.00	\$ 1,124.35	5/31/05
			S2R-G10	N22592/ T-494	\$ 1,388.00	\$ 1,127.80	5/3//05

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<b>CALIFORNIA</b>							
Willows	Hendrickson Aviation (530) 934-4289	1406-02-80-2233	Thrush T34	N449AT/ T-474	\$ 1,245.00	\$ 988.80	4/24/05
			Thrush T45 S2R-G6	N3097P/ T- N1206S/ T-473	\$ 1,245.00	\$ 988.80	NOT CARDED 1/31/05
<b>COLORADO</b>							
Craig	Mountain Air Spray, Co. (970) 824-6335	1406-02-80-2243	Thrush T34	N7943V/ T-443	\$ 950.00	\$ 965.30	10/31/04
<b>FLORIDA</b>							
Immokalee	Airwork Enterprises of FL. (239) 657-3217	1406-02-80-2241	M-18T M-18T	N7077N/ T-426 N2297B/ T-421	\$ 1,325.00 \$ 1,325.00	\$ 1,125.40 \$ 1,125.40	3/31/05 NOT CARDED
<b>IDAHO</b>							
Rigby	Queen Bee Air Specialties (208) 745-7654	1406-02-80-2240	AT-802AF	N91092/ T-181	\$ 1,855.00	\$ 1,555.40	4/30/05
			AT-802F	N5035K/ T-182	\$ 1,855.00	\$ 1,555.40	4/30/05
			AT-802AF	N9002K/ T-183	\$ 1,855.00	\$ 1,555.40	4/30/05
			AT-802F	N9135F/ T-184	\$ 1,855.00	\$ 1,555.40	4/30/05
			AT-802	N90802/ T-444	\$ 1,855.00	\$ 1,555.40	4/30/05
AT-802	N9190G/ T-445	\$ 1,855.00	\$ 1,555.40	4/30/05			
<b>LOUISIANA</b>							
Rayville	Evergreen Flying Service (318) 728-2900	1406-02-80-2230	AT-802	N314BM/ T-415	\$ 1,495.00	\$ 1,315.40	6/30/05
			AT-802	N967DH/ T-416	\$ 1,495.00	\$ 1,315.40	6/30/05
			AT-802	N8506L/ T-417	\$ 1,495.00	\$ 1,315.40	6/30/05
			AT-802	N319BM/ T-405	\$ 1,495.00	\$ 1,315.40	6/30/05
<b>MICHIGAN</b>							
Nuncia	Hatfield Spraying Service (616) 837-6979	1406-02-80-2238	M-18A	N9043U/ T-432	\$ 1,383.00	\$ 1,155.35	NOT CARDED
			M-18A	N2296J/ T-433	\$ 1,383.00	\$ 1,155.35	NOT CARDED
			M-18A	N2065S/ T-434	\$ 1,383.00	\$ 1,155.35	NOT CARDED

**DOI AVIATION MANAGEMENT**  
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LOCATION	COMPANY	CONTRACT NUMBER	A/C TYPE	N NUMBER/ TANKER NUMBER	**DAILY AVAIL.	**FLIGHT RATE	*CARD EXP. DATE
<b>MINNESOTA</b>							
Appleton	AeroSpray, Inc. (320) 289-1601		AT-802	N8542H/ T-429	\$ 1,900.00	\$ 1,820.40	NOT CARDED
<b>MONTANA</b>							
Ft. Benton	New Frontier Aviation, Inc. (406) 622-5682	1406-02-80-2237	M-18T	N116BS/ T-469	\$ 1,380.00	\$ 1,150.40	5/31/05
			M-18B	N455TG/ T-455	\$ 1,380.00	\$ 1,150.35	5/31/05
			M-18B	N4326M/ T-461	\$ 1,380.00	\$ 1,150.35	5/31/05
			M-18A	N92043/ T-464	\$ 1,380.00	\$ 1,150.35	5/31/05
			M-18B	N466AT/ T-466	\$ 1,380.00	\$ 1,150.35	5/31/05
			M-18	N4QT/ T-475	\$ 1,380.00	\$ 1,150.35	5/31/05
			M-18B	N9152X/ T-463	\$ 1,380.00	\$ 1,150.35	5/31/05
			M-18	N13458/ T-470	\$ 1,380.00	\$ 1,150.35	5/31/05
			M-18	N7813T/ T-471	\$ 1,380.00	\$ 1,150.35	5/31/05
			M-18T	N110AF/ T-489	\$ 1,380.00	\$ 1,150.40	5/31/05
Missoula	Minuteman Aerial Applicators (406) 728-9363	1406-02-80-2236	AT-502B	N6165U/ T-456	\$ 1,200.00	\$ 940.30	5/31/05
			AT-802A	N5074J/ T-458	\$ 1,600.00	\$ 1,395.40	5/31/05
			AT-802	N6123E/ T-454	\$ 1,600.00	\$ 1,395.40	5/31/05
			AT-802A	N9103A/ T-450	\$ 1,600.00	\$ 1,395.40	5/31/05
<b>NEVADA</b>							
Yerington	Ag-Air (775) 463-3000	1406-02-80-2235	M-18 PT6A 45R	N451TC/ T-451	\$ 1,300.00	\$ 1,020.35	4/10/05
<b>NEW JERSEY</b>							
Vineland	Downstown Aero (800) 582-5909	1406-02-80-2229	M-18B	N1757S/ T-419	\$ 1,490.00	\$ 1,095.35	NOT CARDED
<b>NEW MEXICO</b>							
Clovis	Aero Tech (505) 763-4300	1406-02-80-2227	AT-802A	N9197F/ T-487	\$ 1,400.00	\$ 1,420.20	2/28/05
			AT-802A	N802LA/ T-485	\$ 1,400.00	\$ 1,420.20	2/28/05
			AT-802	N8505E/ T-486	\$ 1,400.00	\$ 1,420.20	2/28/05
			AT-802AF	N232AT/ T-188	\$ 1,600.00	\$ 1,420.40	2/28/05
			AT-802	N166LA /T-484	\$ 1,600.00	\$ 1,420.40	2/28/05
<b>NORTH DAKOTA</b>							
Cooperstown	Aerial Timber Applicators (701) 797-3612	1406-02-80-2232	AT-802	N157LA/ T-448	\$ 1,411.00	\$ 1,176.70	6/30/05
			AT-602	N50602/ T-457	\$ 1,411.00	\$ 1,176.70	6/30/05
			M-18T	N6288M/ T-452	\$ 1,411.00	\$ 1,178.40	NOT CARDED

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<b>SOUTH DAKOTA</b>							
Gettysburg	Fischer Spraying, Inc. (605) 765-9158	1406-02-80-2234	M-18A M-18B	N6661B/ T-462 N14067/ T-476	\$ 1,285.00 \$ 1,285.00	\$ 1,010.35 \$ 1,010.35	6/30/05 6/30/05
<b>TEXAS</b>							
Denver City	Airwork Enterprises of FL. (239) 657-3217	1406-02-80-2241	AT-802 M-18T M-18T	N428AE/ T-428 N80141/ T-420 N45051/ T-422	\$ 1,760.00 \$ 1,325.00 \$ 1,325.00	\$ 1,550.40 \$ 1,125.40 \$ 1,125.40	3/31/05 3/31/05 NOT CARDED

**ADDITIONAL ITEMS**

SERVICE/SUPPORT TRUCK MILEAGE	\$2.40/MILE
EXTENDED AVAILABILITY, PILOT	\$42.00/HR
EXTENDED AVAILABILITY, DRIVER	\$28.00/HR
ADDITIONAL DRIVER	\$300.00/DAY

**\*\* NON DOI AGENCIES ADD 11% TO PRICES SHOWN**

**\*FOR THE MOST CURRENT CARDING INFORMATION PLEASE CALL THE APPROPRIATE AREA OFFICE**

West Area Office, Phoenix (623) 879-0589

West Area Office, Boise (208) 334-9310

East Area Office (770) 458-7474

# SECTION A - REQUIREMENTS AND PRICES

## TABLE OF CONTENTS

<b>A1. BID ITEMS .....</b>	<b>3</b>	<b>B8. ATTACHMENTS.....</b>	<b>16</b>
ITEM A1.....	4	<b>C1. 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (DEC 2001) [TAILORED].....</b>	<b>18</b>
ITEM A2.....	5	<b>C2. 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL ITEMS (DEC 2001).....</b>	<b>19</b>
ITEM A3.....	6	<b>SUPPLEMENT TO CONTRACT TERMS AND CONDITIONS.....</b>	<b>21</b>
<b>B1. GENERAL REQUIREMENTS.....</b>	<b>7</b>	<b>C3. RESERVED.....</b>	<b>21</b>
B1.1 SCOPE OF CONTRACT .....	7	<b>C4. AIRCRAFT INSURANCE.....</b>	<b>21</b>
B1.2 CERTIFICATION .....	7	<b>C5. 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984) .....</b>	<b>21</b>
B1.3 ORDER OF PRECEDENCE (SPECIFICATIONS).....	7	<b>C6. AUTHORITY OF GOVERNMENT REPRESENTATIVES.....</b>	<b>21</b>
B1.4 CONTRACTS.....	7	C6.1 CONTRACTING OFFICER (CO) .....	21
<b>B2. OPERATIONS.....</b>	<b>7</b>	C6.2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) .....	22
B2.1 SECURITY OF AIRCRAFT AND EQUIPMENT.....	7	C6.3 CONTRACTING OFFICER'S REPRESENTATIVE (COR).....	22
B2.2 FLIGHT OPERATIONS .....	7	C6.4 SEAT MANAGER .....	22
B2.3 PERSONAL PROTECTIVE EQUIPMENT (PPE).....	8	<b>C7. 52.212-4 (A) INSPECTION/ACCEPTANCE, THE FOLLOWING IS ADDED: .....</b>	<b>22</b>
B2.4 PILOT AUTHORITY AND RESPONSIBILITIES.....	8	C7.1 INSPECTION PROCESS AND SCHEDULING.....	22
B2.5 SUBSTITUTION OF AIRCRAFT, APPROVED EQUIPMENT OR PERSONNEL.....	9	C7.2 EQUIPMENT .....	23
<b>B3. PERSONNEL REQUIREMENTS.....</b>	<b>9</b>	C7.3 PERSONNEL.....	23
B3.1 PERSONNEL DUTY LIMITATIONS.....	9	C7.4 INSPECTION OF SUBSTITUTE PERSONNEL, AIRCRAFT OR EQUIPMENT .....	23
B3.2 PILOT REQUIREMENT .....	9	C7.5 REINSPECTION EXPENSES.....	23
B3.3 FLIGHT CREWMEMBERS DUTY AND FLIGHT LIMITATIONS.....	10	<b>C8. PERSONNEL CONDUCT .....</b>	<b>24</b>
B3.4 MECHANIC QUALIFICATIONS .....	10	C8.1 REPLACEMENT CONTRACTOR PERSONNEL.....	24
B3.5 MECHANIC DUTY LIMITATIONS .....	10	C8.2 SUSPENSION OF PILOT .....	24
B3.6 FUEL/SERVICING, SUPPORT/SERVICE VEHICLE DRIVER QUALIFICATIONS .....	10	<b>C9. SAFETY AND ACCIDENT PREVENTION.....</b>	<b>24</b>
B3.7 FUEL SERVICING, SUPPORT/SERVICE VEHICLE DRIVER DUTY LIMITATIONS .....	10	<b>C10. MISHAPS .....</b>	<b>25</b>
<b>B4. AIRCRAFT REQUIREMENTS .....</b>	<b>11</b>	C10.1 DEFINITIONS .....	25
B4.1 CONDITION OF EQUIPMENT .....	11	C10.2 MISHAP REPORTING .....	25
B4.2 AIRCRAFT EQUIPMENT REQUIREMENTS .....	11	C10.3 FORMS SUBMISSION .....	25
<b>B5. AVIONICS REQUIREMENTS .....</b>	<b>12</b>	C10.4 PILOT SUSPENSION.....	25
B5.1 GENERAL.....	12	C10.5 PRESERVATION REQUIREMENTS.....	25
B5.2 COMMUNICATIONS SYSTEMS .....	12	C10.6 MISHAP INVESTIGATIONS.....	25
B5.3 NAVIGATIONAL SYSTEMS.....	13	C10.7 COSTS RELATED TO INVESTIGATION .....	25
B5.4 AUDIO SYSTEMS.....	13	C10.8 RESCUE AND SALVAGE RESPONSIBILITIES .....	26
B5.5 OTHER AVIONICS .....	13		
B5.6 AVIONICS INSTALLATION AND MAINTENANCE STANDARDS .....	13		
<b>B6. MAINTENANCE REQUIREMENTS.....</b>	<b>13</b>		
<b>B7. FUEL AND SERVICING REQUIREMENTS... 14</b>			
B7.1 FUEL REQUIREMENTS.....	14		
B7.2 FUEL SERVICING VEHICLE: GENERAL.....	14		
B7.3 FUEL SERVICING VEHICLE: EQUIPMENT.....	15		
B7.4 FUEL SERVICING VEHICLE: FILTERING SYSTEM.....	15		
B7.5 FUEL SERVICING VEHICLE: MARKINGS.....	15		
B7.6 FUEL SERVICING VEHICLE: OPERATIONS .....	16		
B7.7 SUPPORT/SERVICE VEHICLE REQUIREMENTS .....	16		

**SECTION A - REQUIREMENTS AND PRICES**

**C11. BILLING OFFICE AND INVOICE SUBMISSION..... 26**

**C12. AIRCRAFT USE REPORT ..... 26**

**C13. FEDERAL AIRPORT AND AIRWAY EXCISE TAXES ..... 26**

    C13.1 FUEL TAX ..... 26

    C13.2 TRANSPORTATION TAX..... 26

    C13.3 EXEMPTIONS..... 26

**C14. ECONOMIC PRICE ADJUSTMENT - FUEL ..... 26**

**C15. CONTRACT PERIOD AND RENEWAL ..... 27**

    C15.1 ON CALL CONTRACT PERIOD ..... 27

    C15.2 OPTION TO EXTEND THE TERM OF THE CONTRACT (52.217-9, MAR 2000)..... 27

    C15.3 ORDERS FOR SERVICES..... 27

    C15.4 ADDITIONAL AIRCRAFT..... 27

**C16. DAILY AVAILABILITY REQUIREMENTS. 27**

    C16.1 DAILY REQUIREMENTS..... 27

    C16.2 SCHEDULE OF OPERATIONS AND REACTION TIME ..... 27

    C16.3 RELIEF CREW AVAILABILITY ..... 28

    C16.4 MAINTENANCE DURING AVAILABILITY PERIOD ..... 28

    C16.5 UNAVAILABILITY AND DAMAGES ..... 28

**C17. MEASUREMENT AND PAYMENT ..... 28**

    C17.1 DAILY AVAILABILITY..... 28

    C17.2 FLIGHT TIME ..... 29

    C17.3 ADDITIONAL PAY ITEMS ..... 29

    C17.4 MISCELLANEOUS CHARGES ..... 31

    C17.5 FIRE SUPPRESSANT MATERIALS ..... 31

**C18. ATTACHMENTS TO THIS SECTION ..... 31**

    STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (48 CFR 52.222.42)..... 32

    ATTACHMENT ..... 33

    WAGE DETERMINATION INFORMATION..... 33

    CONVERSION CHART-UNAVAILABILITY ..... 35

    CALL WHEN NEEDED SEAT TRANSPORTATION WORKSHEET WHEN OPERATING AWAY FROM CONTRACTOR’S BASE OF OPERATIONS ..... 36

**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. BID ITEMS

#### ITEM DESCRIPTION

1. Aircraft Requirement: Single Engine Agricultural Aircraft
- Crew Requirement: Pilot-in-Command (PIC) with "Level I or Level II" endorsement and Support/Service Vehicle Driver
- Bureau Department of the Interior Bureaus
- On Call Use Period 365 calendar days beginning on date of award (refer to paragraph C15.1)
- Target Aircraft Requirements FAA approved hopper capacity of at least 400 US gallons of material weighing 8.3 pounds per gallon (3,320 pounds)
- Minimum Aircraft Requirements
- Low wing configuration
  - Endurance with full hopper of at least 2 hours at 75% max rated power
  - Have documentation the aircraft can either:
    1. Maintain a steady (positive) gradient of climb of at least 4 percent, when equipped for contract with the offered hopper load and fuel for 1 ½ hours, at 27 degrees C (81F) at 5,000 feet pressure altitude or;
    2. Climb at least 500 feet per minute when equipped for contract with the offered hopper load and fuel for 1 ½ hours, at 27 degrees C (81F) at 5,000 pressure altitude.

#### ADDITIONAL PAY ITEMS

1.	ADDITIONAL PAY ITEMS	PAY ITEM CODE		UNIT	UNIT PRICE
c.	Extended Standby – Pilot	EP	XXXXXX	HOUR	\$ 42.00
d.	*Extended Standby – Driver	ET	XXXXXX	HOUR	\$28.00
e.	Subsistence Allowance	PD	XXXXXX	Overnight	Per FTR Schedule
f.	Support/Service Vehicle Mileage	SM	XXXXXX	Mile	\$2.40
g.	Landing Fee	LF	XXXXXX	EACH	Actual Cost
h.	Out of State Miscellaneous Expense	SC	XXXXXX	EACH	Actual Cost
i.	Extra Driver	AC	XXXXXX	DAY	\$300.00

\*If the contractor chooses to furnish two vehicles in lieu of on support/service vehicle the Government will only reimburse for the expenses of one vehicle driver and one vehicle.

**NOTICE:** The above specifications and additional pay items apply to all items of this solicitation. The individual items, which follow, are intended to allow offerors to group aircraft by price. Please include all aircraft offered at the same rate under one item. If you have more than 3 aircraft at different rates add additional pages as necessary.

**SECTION A - REQUIREMENTS AND PRICES**

**ITEM A1.**

CONTRACTOR: \_\_\_\_\_

AIRCRAFT MAKE AND MODEL	FAA No.	Hopper Capacity Gallons / Pounds
_____	_____	_____/_____
_____	_____	_____/_____
_____	_____	_____/_____
_____	_____	_____/_____
_____	_____	_____/_____

Location of Contractor's Base of Operations \_\_\_\_\_

ITEM	DESCRIPTION	PAY ITEM CODE	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
<b>2002</b>	<b>1<sup>ST</sup> YEAR</b>					
1.a.	Price per day for availability for estimated days	AV	25	DAYS	\$	\$
1.b.	Price per flight hour for estimated flight hours	FT	30	FLIGHT HOURS	\$	\$
<b>ESTIMATED TOTAL, AVAILABILITY AND FLIGHT HOURS – 1<sup>ST</sup> YEAR, 2002</b>						\$

<b>2003</b>	<b>2<sup>ND</sup> YEAR – OPTION YEAR</b>					
1.a.	Price per day for estimated availability	AV	25	DAYS	\$	\$
1.b.	Price per flight hour for estimated flight hours	FT	30	FLIGHT HOURS	\$	\$
<b>OPTION YEAR - ESTIMATED TOTAL, AVAILABILITY AND FLIGHT HOURS- 2<sup>ND</sup> YEAR, 2003</b>						\$

<b>2004</b>	<b>3<sup>RD</sup> YEAR – OPTION YEAR</b>					
1.a.	Price per day for estimated availability	AV	25	DAYS	\$	\$
1.b.	Price per flight hour for estimated flight hours	FT	30	FLIGHT HOURS	\$	\$
<b>OPTION YEAR - ESTIMATED TOTAL, AVAILABILITY AND FLIGHT HOURS – 3<sup>RD</sup> YEAR, 2004</b>						\$

**TOTAL PRICE ITEM NO. 1 (3 YEARS)** \$

**SECTION A - REQUIREMENTS AND PRICES**

**ITEM A2.**

CONTRACTOR: \_\_\_\_\_

AIRCRAFT MAKE AND MODEL	FAA No.	Hopper Capacity Gallons / Pounds
_____	_____	_____/_____
_____	_____	_____/_____
_____	_____	_____/_____
_____	_____	_____/_____
_____	_____	_____/_____

Location of Contractor's Base of Operations \_\_\_\_\_

ITEM	DESCRIPTION	PAY ITEM CODE	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
<b>2002</b>	<b>1<sup>ST</sup> YEAR</b>					
2a.	Price per day for availability for estimated days	AV	25	DAYS	\$	\$
2b.	Price per flight hour for estimated flight hours	FT	30	FLIGHT HOURS	\$	\$
<b>ESTIMATED TOTAL, AVAILABILITY AND FLIGHT HOURS – 1<sup>ST</sup> YEAR, 2002</b>						\$

<b>2003</b>	<b>2<sup>ND</sup> YEAR – OPTION YEAR</b>					
2a.	Price per day for estimated availability	AV	25	DAYS	\$	\$
2b.	Price per flight hour for estimated flight hours	FT	30	FLIGHT HOURS	\$	\$
<b>OPTION YEAR - ESTIMATED TOTAL, AVAILABILITY AND FLIGHT HOURS- 2<sup>ND</sup> YEAR, 2003</b>						\$

<b>2004</b>	<b>3<sup>RD</sup> YEAR – OPTION YEAR</b>					
2a.	Price per day for estimated availability	AV	25	DAYS	\$	\$
2b.	Price per flight hour for estimated flight hours	FT	30	FLIGHT HOURS	\$	\$
<b>OPTION YEAR – ESTIMATED TOTAL, AVAILABILITY AND FLIGHT HOURS – 3<sup>RD</sup> YEAR, 2004</b>						\$

**TOTAL PRICE ITEM NO. 2 (3 YEARS)** \$

**SECTION A - REQUIREMENTS AND PRICES**

**ITEM A3.**

CONTRACTOR: \_\_\_\_\_

AIRCRAFT MAKE AND MODEL	FAA No.	Hopper Capacity Gallons / Pounds
_____	_____	_____/_____
_____	_____	_____/_____
_____	_____	_____/_____
_____	_____	_____/_____
_____	_____	_____/_____

Location of Contractor's Base of Operations \_\_\_\_\_

ITEM	DESCRIPTION	PAY ITEM CODE	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
<b>2002</b>	<b>1<sup>ST</sup> YEAR</b>					
3a.	Price per day for availability for estimated days	AV	25	DAYS	\$	\$
3b.	Price per flight hour for estimated flight hours	FT	30	FLIGHT HOURS	\$	\$
<b>ESTIMATED TOTAL, AVAILABILITY AND FLIGHT HOURS – 1<sup>ST</sup> YEAR, 2002</b>						\$

<b>2003</b>	<b>2<sup>ND</sup> YEAR – OPTION YEAR</b>					
3a.	Price per day for estimated availability	AV	25	DAYS	\$	\$
3b.	Price per flight hour for estimated flight hours	FT	30	FLIGHT HOURS	\$	\$
<b>OPTION YEAR - ESTIMATED TOTAL, AVAILABILITY AND FLIGHT HOURS- 2<sup>ND</sup> YEAR, 2003</b>						\$

<b>2004</b>	<b>3<sup>RD</sup> YEAR – OPTION YEAR</b>					
3a.	Price per day for estimated availability	AV	25	DAYS	\$	\$
3b.	Price per flight hour for estimated flight hours	FT	30	FLIGHT HOURS	\$	\$
<b>OPTION YEAR – ESTIMATED TOTAL, AVAILABILITY AND FLIGHT HOURS – 3<sup>RD</sup> YEAR, 2004</b>						\$

**TOTAL PRICE ITEM NO. 3 (3 YEARS)** \$

## SECTION B - TECHNICAL SPECIFICATIONS

### **B1. GENERAL REQUIREMENTS**

#### **B1.1 Scope of Contract**

The intent of this contract is to obtain aircraft flight services in support of water/retardant application for fire suppression and agricultural operations by airplanes approved for use as single engine airtankers (SEATs). Fulfillment of these programs can only be accomplished through an effective working relationship between the Government and Contractor. Employees of the Contractor are an integral element to assure mission accomplishment. The Contractor's employees' cooperation, professionalism, and positive attitude towards accomplishment of the mission and aviation safety are essential to the relationship that must exist to successfully complete this contract.

B1.1.1 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 be currently certificated under 14 Code of Federal Regulations (CFR Part) 137 Agricultural Aircraft Operations.

B1.2.1 Any aircraft proposed under this agreement must be certificated in the Restricted Category under 14 CFR Part 21.25 and 21.185 to include the special purpose of forest and wildlife conservation (fire suppression) work. The aircraft may also be certificated in a Standard Airworthiness category under 14 CFR Part 21.187 (Multiple Airworthiness Certification). Surplus or previously type certificated armed forces aircraft will not be used. The installation of any special equipment called for by this contract must be Federal Aviation Administration (FAA)-approved.

B1.2.2 Airplanes carrying in excess of 799 gallons must be approved by the Interagency Airtanker Board. Airplanes carrying less than 800 gallons, will be evaluated by the Office of Aircraft Services (OAS) for use as SEATs. Aircraft shall be evaluated at a weight and maximum load consistent with the aircraft Type Certificate or approved increased load (STC, or CAM-8 suggestion where appropriate).

#### **B1.3 Order of Precedence (Specifications)**

B1.3.1 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 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.

#### **B2.2 Flight Operations**

Regardless of any status as a public aircraft operation, the Contractor shall operate in accordance with applicable FAA regulations (including those portions applicable to civil aircraft) and each certification required under section B1.2, unless otherwise authorized by the CO.

B2.2.1 Aircraft may be requested to operate from areas, other than improved airports, such as temporarily closed roadways of varying composition and construction.

B2.2.2 Low-level flight is required, therefore, adherence to the minimum safe altitudes specified in 14 CFR Part 91.119 is required unless engaged in actual dispensing operations where the requirements of 14 CFR Part 137.49 will apply.

B2.2.3 The aircraft's strobe lights will normally be illuminated during all flight operations. The aircraft's conspicuity lighting shall be illuminated while in fire environments.

B2.2.4 Fire suppressant materials shall be dropped, as accurately as possible, on the target areas of the fire from low level. Minimum drop height is 40 feet above ground cover. The pilot shall, when possible, ascertain from fire officials (Incident Commander, Airtanker Coordinator, or Air Attack Supervisor) the precise drop location.

B2.2.5 The pilot shall remain at the controls of the aircraft when the engine is operating.

B2.2.6 **Flight plans.** Pilots shall file and operate on an FAA, ICAO, or a DOI bureau flight plan. Contractor flight plans are **not** acceptable. Flight plans shall be filed prior to takeoff when possible.

B2.2.6 **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.

## **SECTION B - TECHNICAL SPECIFICATIONS**

B2.2.7 Day/night use. Single-engine aircraft 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, or, in Alaska, during extended twilight hours when terrain features can be readily distinguished from a distance of at least one mile.

### **B2.3 Personal Protective Equipment (PPE).**

The following items will be furnished by the Contractor, worn by the pilot, and inspected for condition at the time of the initial condition/suitability inspection:

B2.3.1 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. The helmet 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. Helmets such as those specified in Type Certificate A19SW note (13) are acceptable for use.

B2.3.2 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.

B2.3.3 Pilot shall possess a first aid/survival kit suitable for individual use located in the cockpit. It is desirable that this kit be contained in the flight suit pockets or worn in a vest or pouch. If the kit is secured in the cockpit, it shall be in a conspicuously marked and accessible location.

B2.3.4 Personnel involved in the handling of potentially hazardous materials shall wear protective equipment appropriate for the specific task (i.e., gloves, helmets, goggles, shields, boots, etc.).

### **B2.4 Pilot Authority and Responsibilities.**

The pilot is responsible for the safety of the aircraft and cargo. The pilot shall comply with the directions of the Government, except, when in the pilot's judgment such compliance will be a violation of applicable Federal or State regulations or contract provisions. The pilot shall refuse any flight, landing site, or drop which the pilot considers hazardous or unsafe.

B2.4.1 The pilot shall not permit any passenger to ride in the aircraft. The pilot shall not permit any cargo to be

loaded in the aircraft unless authorized by the Contracting Officer or his authorized representative.

B2.4.2 The pilot is responsible for ensuring that there are no maintenance discrepancies prior to flight. Any discrepancy shall be addressed in accordance with the operator's procedures, and this agreement.

B2.4.3 Pilots shall fly normal airport traffic patterns, and while flying to and from operations remain a minimum of 500 feet above the surface.

B2.4.4 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:

B2.4.4.1 The pilot possesses a valid FAA mechanic certificate with appropriate airframe and/or powerplant ratings.

B2.4.4.2 Any time during which the pilot is engaged in mechanic duties shall apply against the pilot's duty limitation. In addition, all time in excess of 2 hours (not necessarily consecutive) shall apply against the pilot's flight limitations.

B2.4.4.3 Scheduled inspections shall be performed by a certificated mechanic other than the pilot in command of that aircraft.

B2.4.5 The pilot shall compute aircraft performance and weight and balance data, and shall ensure that the aircraft's Type Certificate limitations or authorized increased weight is not exceeded. When necessary, due to density altitude or ambient conditions, the pilot shall download the aircraft by an amount that will preserve a safe margin of performance. The following items shall be included in the aircraft's operating weight for performance calculations:

B2.4.5.1 Empty weight of the aircraft (in the required configuration).

B2.4.5.2 Pilot with required Personal Protective Equipment.

B2.4.5.3 Necessary flight kit materials.

B2.4.5.4 Fuel sufficient to provide a minimum of 90 minutes of flight, computed at the average fuel-burn rate.

B2.4.5.5 Fire suppressant material weight, calculated at eight pounds per gallon for water, eight and one-half pounds per gallon for foam, and nine pounds per gallon for retardant).

B2.4.5.6 All equipment required by Sections B4 and B5 of this Supplement.

**SECTION B - TECHNICAL SPECIFICATIONS**

B2.4.5.7 Other Contractor parts and supplies carried on board the aircraft.

**B2.5 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.

B3.1.1 During periods of high activity, Federal agencies may issue a notice reducing the length of personnel duty days and/or increasing days off either on a geographic or agency-wide basis.

**B3.2 Pilot Requirement**

B3.1.1 Pilots shall have at least an FAA commercial pilot certificate and instrument rating for airplanes.

B3.1.2 Pilots shall hold at least a current Class II medical certificate issued under provisions of 14 CFR Part 67.

B3.1.3 Pilots shall have category and class ratings in the aircraft to be flown, or type rating if required.

B3.1.4 Pilots shall meet the requirements of 14 CFR Part 61.56(a) and (c), or (d) and "recent flight experience pilot-in-command" of 14 CFR Part 61.57(a).

B3.1.5 Pilots shall possess proof of qualifications to meet 14 CFR Part 137.53 for congested areas.

B3.1.6 Pilots shall have accumulated the minimum pilot-in-command time as follows:

B3.1.6.1	1,500 hours...total in all aircraft.
B3.1.6.2	1,200 hours...in airplanes.
B3.1.6.3	100 hours...in airplanes during the preceding 12 months.
B3.1.6.4	25 hours...in make and model to be flown.
B3.1.6.5	10 hours...in the last 60 days.

B3.1.6.6	200 hours...in low-level agricultural dispensing operations.
B3.1.6.7	200 hours...over typical terrain (hazardous/mountainous).
B3.1.6.8	5 hours...in make and model to be flown each calendar year including: 1) five takeoffs and landings; 2) at the discretion of the pilot inspector, dropping two full loads of fire suppressant material under the inspector's observation. The drops shall be in an aircraft supplied by the Contractor at no expense to the Government.

B3.1.7 All pilots will receive a mission briefing from an agency representative for each base of operations prior to dispensing operations.

B3.1.8 Approved pilots shall be designated as "Level I" or "Level II" based on the following criteria:

B3.1.8.1 **Level I** permits pilot performance of missions in the fire environment airspace with or without supervision and operates in a multiple tactical aircraft environment.

B3.1.8.1.1 Level I criteria: (1) The pilot must meet the experience requirements of B3.1. (2) The pilot exhibits a cooperative, professional, and positive attitude toward accomplishment of the mission and aviation safety, (3) judgment in making fire suppressant material drops under diversified terrain and flight conditions, (4) consistent proficiency in making accurate drops, and (5) the ability to operate in a multiple tactical aircraft environment safely and effectively.

B3.1.8.1.2 Pilot shall have performed a minimum of 25 fire missions under the supervision of an Air Tactical Group Supervisor (ATGS) or Airtanker Coordinator (ATC), while operating in the incident airspace concurrently with three or more additional tactical aircraft within the previous 36 months. These 25 loads shall be documented denoting date, fire, and qualified ATGS/ATC name. The ATGS or ATC must be recognized as such by DOI or USFS.

B3.1.8.2 **Level II** permits pilot performance of missions without supervision in fire environment airspace with the SEAT plus one other aircraft or with supervision in the fire environment airspace concurrently with two or more aircraft.

B3.1.8.2.1 Level II criteria: (1) The pilot must meet the experience requirements of B3.1. (2) The pilot exhibits a cooperative, professional, and positive attitude toward accomplishment of the mission and aviation safety, (3) understands the principles of making fire suppressant material drops under diversified terrain and flight

## **SECTION B - TECHNICAL SPECIFICATIONS**

conditions, and (4) is consistently proficient in making accurate drops.

B3.1.8.2.2 Training and experience towards the Level I rating shall be acquired while performing under a Federal SEAT contract or an approved cooperating agency SEAT program.

### **B3.3 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:

B3.3.1. A maximum of 14 consecutive duty hours during any assigned duty period.

B3.3.1.1 Pilots shall be given 2 calendar days of rest (off duty) within any 14 consecutive calendar days.

B3.3.1.2 The pilot shall be given a minimum of 10 consecutive hours of rest (off duty), prior to any assigned duty period.

B3.3.2 **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. Flight crewmembers will be limited to the following flight hour limitations, which shall fall within their duty hour limitations:

B3.3.2.1. A maximum of 8 hours flight time during any assigned duty period.

B3.3.2.2 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.

### **B3.4 Mechanic Qualifications**

The mechanic shall be the holder of a valid FAA mechanic certificate with both airframe and powerplant ratings and must have held the certificate with both

ratings for a period of 24 months, and meet the following experience requirements:

B3.4.1 Six of the previous 24 months actively involved in aircraft maintenance as a certificated mechanic.

B3.4.2 Twelve months total experience time in maintaining aircraft.

B3.4.3 A Contractor may enter into a written agreement with a qualified mechanic or maintenance facility whose personnel meet the requirements set forth above. A copy of the agreement must be submitted to the Contracting Officer prior to any contract period.

### **B3.5 Mechanic Duty Limitations**

Mechanics shall not exceed the following duty time limitations:

B3.5.1 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.

B3.5.2 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.

B3.5.3 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.

B3.5.4 The mechanic will be responsible for keeping the Government apprised of his/her duty limitation status.

B3.5.5 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.

### **B3.6 Fuel/Service, Support/Service Vehicle Driver Qualifications**

B3.6.1 The Contractor shall furnish fuel/servicing, support/service vehicle driver(s) for each day the aircraft is required to be available. Each driver may be requested to demonstrate an acceptable knowledge of correct fueling, safety, and suppressant loading/mixing procedures for equipment installed on the fuel/servicing, support/service vehicle.

### **B3.7 Fuel Servicing, Support/Service Vehicle Driver Duty Limitations**

B3.7.1 Fuel servicing vehicle drivers shall comply with Department of Transportation (DOT) Safety Regulations 49 CFR Parts 390-399, including duty limitations. It is

**SECTION B - TECHNICAL SPECIFICATIONS**

the Contractor’s responsibility to ensure that employees comply with DOT regulations.

B3.7.2 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.

B3.7.3 The fuel servicing vehicle driver will be responsible for keeping the Government apprised of his/her duty limitation status.

B3.7.4 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. AIRCRAFT REQUIREMENTS**

**B4.1 Condition of Equipment**

B4.1.1 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.

B4.1.2 All windows and windshields must be clean and free of scratches, cracks, crazing, distortion, or repairs which hinder visibility. Temporary repairs, such as safety wire lacing and stop drilling of cracks, are not acceptable. All repairs shall be approved by the manufacturer or FAA.

B4.1.3 The aircraft interior shall be clean and neat. Tears, rips, or other damage to the upholstery or headliner is not acceptable. The exterior finish, including the paint, shall be clean and neat and in good condition.

B4.1.4 The aircraft shall be free of chemical odor and residue. Hopper tanks and the entire aircraft shall be rinsed with a neutralizer. Some examples are "Neutralizer" (ex "Neutral-So'l) by Becker Underwood Inc. (515) 232-5961 or "Wipe OUT" by Helena Chemical Co. (901) 752-4406.

**B4.2 Aircraft Equipment Requirements**

B4.2.1 The aircraft shall be equipped with the instruments required by certification and in accordance with 14 CFR Parts 91.205 (DAY VFR). The following additional instruments shall be installed, operable, and airworthy:

B4.2.1.1 Gyroscopic rate-of-turn, slip/skid indicator (turn and bank).

B4.2.1.2 Directional Gyro (DG), or a Vertical Card Compass designed and manufactured in accordance with a Technical Standard Order (TSO) authorization.

B4.2.1.3 Free air temperature indicator.

B4.2.1.4 Rate-of-climb indicator.

B4.2.2 Landing lights.

B4.2.3 White wing-tip strobe lights.

B4.2.4 High visibility, pulsating, forward facing, conspicuity lighting. One source for this equipment may be Field Support Services, 770-454-1130.

B4.2.5 For loading, the aircraft shall be quipped with a 3-inch male Kamlock coupler (Mil C 27487 or equal).

B4.2.5.1 One 1½-inch female National Hose Thread and one 2 ½ inch female National Hose Thread adapters to 2 inch and 3 inch male and female Kamlock couplers shall be carried on board the aircraft.

B4.2.6 The PIC shall ensure that the following equipment is current, operable, and accessible at the pilot station:

B4.2.6.1 Approved pilot's operating handbook (POH), including performance charts, as appropriate.

B4.2.6.2 Cockpit checklist containing the following procedures:

- |                         |             |
|-------------------------|-------------|
| Before starting engines | Emergencies |
| Before drop             | Fuel        |
| After drop              | Hydraulic   |
| Before takeoff          | Electrical  |
| Before landing          | Mechanical  |
| Cruise                  |             |
| After landing           |             |
| Stopping engine         |             |

B4.2.6.3 Current aviation charts covering area of operation.

B4.2.7 Aircraft tank and apparatus for fire suppressant materials.

B4.2.7.1 Tank shall have a controllable gate/door system that allows the volume of the tank to be released in selected drop configurations including full salvo, reduced flow/extended trail, or partial tank (split) drops. Minimum fluid opening shall be 360 square inches, with tank venting appropriate to the tank capacity. Functional configuration may be a single door, multiple-door, split door, or rotary gate. Control may be mechanical, hydraulic or pneumatic, or a combination.

B4.2.7.2 All systems must have an emergency dump feature that enables the load to be dropped in less than six seconds. Emergency systems operated by pneumatic or hydraulic pressure are to be isolated from the normal tank

## **SECTION B - TECHNICAL SPECIFICATIONS**

system so that normal system function, or failure of the normal system pressure does not affect the emergency system pressure. Emergency systems dependent on normal operating systems for initial charge shall have a pressure gauge or indicator readily visible to the crew. Emergency systems dependent on pre-charged bottles must have a positive means of checking system charge during preflight. The primary emergency dump control must be positioned within easy reach of the pilot while strapped in their seat. Electrically operated controls must be wired directly from a source of power isolated from the normal aircraft electrical bus and protected by a fuse or circuit breaker.

B4.2.7.3 The tanks and all operating mechanisms shall be Original Aircraft Equipment Manufacturer's (OEM), as listed on the type certificate or other approved data, or installed in accordance with a FAA STC or FAA field approval. All dispensing equipment shall be maintained in accordance 14 CFR Part 43.

B4.2.7.4 The inspection program used by the Contractor shall provide for a detailed inspection of the tanks and dumping system, to include emergency dumping systems, and associated tubing and electrical system. This inspection shall be performed prior to the initial Government inspection and at least annually thereafter. Such inspections must include provisions for filling the tanks to their capacity with water for a leak test. Tanks shall be maintained in a substantially leak-free condition throughout the period of performance.

B4.2.8 Aircraft marking. The SEAT shall have a high visibility paint scheme, yellow or other suitable color, with contrasting markings. Contrasting color stripes may be added to the outer wing surfaces to meet this requirement. The stripes shall be at least 12 inches wide and 12 inches apart if more than one stripe is required. The stripes are not required to be applied to primary flight control surfaces.

B4.2.8.1 An assigned tanker number shall be displayed on both sides of the vertical stabilizer and/or rudder. The numbers shall be as large as possible, but at least 12 inches high with the format and spacing the same as aircraft "N" numbers (ref 14 CFR Part 45.29).

### **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. Detailed avionics systems performance requirements are listed in Avionics Operational Test Standards (copies available upon request from the Contracting Officer 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 Emergency Locator Transmitter (ELT), utilizing an external antenna and meeting the same requirements as those detailed for civil airplanes in 14 CFR Part 91.207 (excluding section f), shall be installed per the manufacturer's installation manual, in a conspicuously 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 (COMM-1) aeronautical transceiver, operating in the frequency band of 118.000 to 135.975 MHz, with a minimum of 720 channels in no greater than 25 kHz increments, 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 either narrowband (12.5 kHz) or wideband (25.0 kHz) channel spacing operation on each channel.

B5.2.3.1 The transceiver shall meet the following specifications and criteria:

B5.2.3.1.1 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.

B5.2.3.1.2 Carrier output power shall be 5 to 10 watts nominal value. The transceiver shall be capable of displaying receiver and transmitter operating frequency, and shall provide both receiver and transmitter activation indicators for MAIN and GUARD. Simultaneous monitoring of both MAIN (150-174 MHz) and GUARD (168.625 MHz) receivers is required. Scanning of the GUARD frequency is not acceptable. Single-band guard receivers which operate in the wideband (25.0 kHz) mode are acceptable.

B5.2.3.1.3 One CTCSS sub-audible tone encoder (which may be an integral part of the transceiver), with a minimum of 32 selectable tones meeting TIA/EIA-603 standards, shall be interfaced to the above transceiver. It is desired that the encoder provide a display of the selected tone.

## **SECTION B - TECHNICAL SPECIFICATIONS**

B5.2.3.1.4 The encoder/transceiver system shall be capable of encoding a 110.9 Hz tone on all GUARD (168.625 MHz) transmissions.

B5.2.3.1.5 The following models of VHF-FM aeronautical transceivers are known to meet the above requirements:

BK Radio KFM-985-newer "multi-mode" models only  
Eureka Radio ERS-9600NB w/external tone encoder  
NAT(Northern Airborne Technology) NPX-138N-050  
NAT(Northern Airborne Technology) NTX-138-050  
Technisronics TFM-138 (serial number 1540 and up)  
Technisronics TFM-138B (all)  
Technisronics TFM-138C (all)  
Technisronics TFM-500 (all)  
Wulfsberg RT-5000/C-5000 with Guard option  
Wulfsberg RT-9600N w/C-962A control head

### **B5.3 Navigational Systems**

B5.3.1 One Global Positioning System (GPS) receiver, powered by the aircraft, with externally mounted antenna shall be provided. The GPS may be a handheld type, but must be secured (mounted to the aircraft or knee board) and not held in the hand.

### **B5.4 Audio Systems**

B5.4.1 One audio control system shall be provided which provides controls for selection and operation of all installed transceivers via a single set of jacks through which the helmet-mounted microphone and earphones are connected.

### **B5.5 Other Avionics**

B5.5.1 One ATC transponder and altitude reporting system meeting the requirements of 14 CFR Part 91.215 (a) and (b) and tested and inspected per 14 CFR Part 91.413.

B5.5.2 One VHF-FM "multi-mode" two-way mobile radio, with a matched broadband antenna, shall be installed in the fuel servicing vehicle. The radio's operational bandwidth shall include the 150 MHz to 174 MHz frequency band, with user-programmable (in the field) channels. Selection of wideband (25.0 kHz) or narrowband (12.5 kHz) spacing is required on each channel. The radio shall be frequency-synthesized, equipped with the lowest 32 CTCSS sub-audible tones, and develop a minimum of 30 watts carrier output power. The use of appropriate portable VHF-FM radios with suitable output power booster units is permissible.

B5.5.2.1 The following radios are known to meet the above requirements:

BK Radio models EMH or GMH

("Smartmic" option required for the above)  
Icom model IC-F320\*,  
Kenwood model TK-760H\*  
\* = dealer modification required

### **B5.6 Avionics Installation and Maintenance Standards**

B5.6.1 All avionics systems used in or on the aircraft and their installation and maintenance shall comply with all applicable requirements of the 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 Antennas shall be polarized as required by the avionics system, and have a forward/reflected VSWR ratio of 2.5 to 1 or better.

B5.6.4 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 As a minimum, SEATs shall receive annual and 100-hour inspections. In lieu of this requirement, the aircraft may be maintained via a FAA-approved/accepted inspection program. Compliance with all applicable mandatory manufacturers' bulletins and FAA Airworthiness Directives (AD) is required.

B6.2 Prior to the initial inspection, all maintenance deficiencies shall be corrected or deferred in accordance with 14 CFR Part 91.213. Equipment required by this procurement may not be deferred. Deferred discrepancies shall be evaluated and the aircraft approved for use on a case-by-case basis. Those deficiencies occurring during performance shall be corrected in accordance with appropriate Federal Aviation Regulations, or operator's approved maintenance manual.

B6.3 All components, including reciprocating engines, shall be overhauled upon reaching the factory-recommended time or FAA-approved extension. Turbine engine hot section inspections (HSIs) and data plate checks shall be accomplished upon reaching the factory-recommended time or FAA-approved extension. All time-life parts, due by either hour, cycle, or calendar day, shall be replaced upon reaching the factory-recommended time or FAA-approved extension.

B6.4 The aircraft's required weight and balance data shall be determined by actual weighing of the aircraft within 24 calendar months preceding initial carding, equipped as a

## **SECTION B - TECHNICAL SPECIFICATIONS**

SEAT and following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft.

B6.4.1 All weighing of aircraft shall be performed on scales that have been certified as accurate within the 24 calendar months preceding the date of weighing. The certifying agency may be any accredited weights and measures laboratory.

B6.4.2 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, 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.

### **B7. FUEL AND SERVICING REQUIREMENTS**

#### **B7.1 Fuel Requirements**

All aircraft fuel and lubricating oils to be used by the aircraft during the contract period shall be supplied by the Contractor.

B7.1.1 All fuel must be approved commercial or military grade aviation fuel. Only fuels meeting the specifications of American Society for Testing and Material (ASTM) are authorized for use: ASTM-D-1655 (type Jet A, A-1, or B), Mil-T-5624 (grade JP-4 or JP-5), or Mil-T-83133A (grade JP-8) for turbine-powered aircraft; and ASTM-D-910 or Mil G-5572 (Avgas grade 80, 100, or 100LL) for reciprocating-powered aircraft.

B7.1.2 Contractors obtaining bulk fuel directly from the distributors shall obtain certification that the fuel delivered to the Contractor's vehicle or storage tanks meets the specifications of paragraph B7.1.1. Certificates will be kept until the completion of the contract period or 30 days after the delivery date of the fuel, whichever comes first.

B7.1.3 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 (NFPA) shall be used as a guide. 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.

B7.1.4 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).

B7.1.5 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 vendor shall comply with all applicable Federal, State, and local laws. Vendor 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 An approved fuel servicing vehicle shall be provided with each aircraft. The fuel servicing vehicle shall be inspected annually by the Government and shall be stationed at the base of operation unless dispatched by the Government. The fuel servicing vehicle shall display a current USDA/FS or USDI/OAS inspection sticker. This approval/inspection sticker is only an indication that the vehicle meets the additional equipment requirements of this procurement, and in no way indicates that the vehicle meets any requirement of 49 CFR.

B7.2.3 The fuel servicing vehicle shall be capable of transporting fuel over mountain roads. Trailers shall have an effective wheel-braking system. The power for the trailer braking system shall be controlled from the towing vehicle.

B7.2.4 The fuel servicing vehicle tank capacity shall provide for a minimum of 6 hours of flight time. The fuel servicing vehicle manufacturer's gross vehicle weight (GVW) with full fuel tanks and accessories shall not be exceeded. The fuel and support servicing vehicles shall be capable of carrying the Contractor crew's overnight gear, and other items to support a lengthy assignment.

B7.2.5 Fuel servicing vehicles shall be properly maintained, clean, and reliable. Fuel 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 frame and shall have a sump or sediment settling area.

B7.2.7 Filter and pump sizes shall be compatible with the aircraft being serviced. A 10-gallon-per-minute flow rate

## **SECTION B - TECHNICAL SPECIFICATIONS**

delivered by the filter and pumped at the nozzle is the minimum size acceptable.

B7.2.8 Gasoline engine driven pumps shall have an ignition system designed to prevent arching and an approved spark arrestor muffler. All gasoline-powered refueling pumps shall have a metal shield between the pump and engine.

### **B7.3 Fuel Servicing Vehicle: Equipment**

B7.3.1 Each aircraft fuel servicing tank vehicle shall have two listed fire extinguishers, each having a rating of at least 20-B:C, with one extinguisher mounted on each side of the vehicle.

Extinguisher(s) 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 sump or sediment settling area.

B7.3.3 Only hoses compatible with the aviation fuel being serviced will be used. Hoses shall be kept in good repair.

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. Nozzle hold-open devices are not 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 aircraft.

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

B7.3.7 Fuel servicing vehicles shall carry sufficient petroleum product absorbent pad or materials to absorb or contain a 5-gallon petroleum spill. The Contractor is responsible for proper disposal of all products used in the cleanup of a spill in accordance with the EPA (40 CFR Parts 261 and 262).

B7.3.8 First aid kit per the attachment.

### **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.

B7.4.5 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.

B7.4.6 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.

B7.4.7 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.

B7.4.8 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.

B7.4.9 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 or support 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.

## **SECTION B - TECHNICAL SPECIFICATIONS**

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

B7.6.2 Government personnel shall not be involved with refueling of contract aircraft.

B7.6.3 All fueling operations are to be conducted in a secure area, without presenting undue hazards to other aircraft or personnel.

### **B7.7 Support/Service Vehicle Requirements**

B7.7.1 The support vehicle may be combined with the fuel service vehicle (B7.2). If support vehicle is a separate vehicle, and does not transport fuel for aircraft, it must meet the requirements of B7.2.1 through B7.2.5 for general vehicle requirements. The weight of water need not be considered as part of the GVW. Each vehicle must be equipped with a listed fire extinguisher of at least 20-B:C capacity meeting *NFPA Manual 10* standards and a first aid kit meeting B7.3.8.

B7.7.2 The support vehicle shall have a minimum water capacity equal to two times the approved hopper capacity. The volume of the mix tank may be included in calculating the minimum water capacity. The vehicle must be capable of localized transport of this capacity of water.

B7.7.3 The vehicle shall have hose couplers to accept water from Government equipment as follows:

B7.7.3.1 One 1½-inch female National Hose Thread and one 2 ½ inch female National Hose Thread adapters to 2 inch and 3 inch male and female Kamlock couplers.

B7.7.4 The support vehicle minimum batch mixing capability in a single vessel shall be at least equal to the volume of the aircraft hopper.

B7.7.5 The support vehicle batch mixing equipment must be capable of loading and mixing both dry powder and liquid concentrate retardant products.

B7.7.6 Retardant products shall be introduced into the aircraft through the loading system apparatus, and not poured directly into the hopper.

B7.7.7 Material from the servicing vehicle or other source shall be loaded through a standard dry-break coupler or shut-off valve.

B7.7.8 Loading system hoses and fittings shall be capable of containing residual material without leaking.

B7.7.9 The material loading system shall be capable of pumping at the rate of at least 100 gallons per minute.

B7.7.10 No material shall be loaded with the aircraft engine running, or propeller turning, unless the loading operations are conducted in a secure area (without presenting undue hazards to other personnel and/or property). The loading port shall be located behind the wing and clearly marked.

### **B8. Attachments**

B8.1. First Aid Kit.

**FIRST AID KIT  
(SEAT SERVICE TRUCK)**

**Minimum First Aid Kit Items**

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

The kit must be readily accessible.

<u>Item</u>	<u>Quantity</u>
Adhesive bandage strips, (3" long)	8
Antiseptic or alcohol wipes (pkts)	10
Bandage compresses, 4"	2
Triangular bandage, 40" (sling)	2
Roller bandage, 4"x 5 yds (gauze)	2
Adhesive tape, 1"x 5 yds (std roll)	1
Bandage scissors	1
Body Fluids Barrier kit:	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.

## SECTION C – CONTRACT TERMS AND CONDITIONS

### C1. 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (DEC 2001) [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.* 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--

(1) Name and address of the Contractor;

(2) Invoice date;

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

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

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

(6) Terms of any prompt payment discount offered;

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

(8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

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

(i) *Payment.* 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 Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment,

## SECTION C – CONTRACT TERMS AND CONDITIONS

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).

## SECTION C – CONTRACT TERMS AND CONDITIONS

\_\_\_(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

\_\_\_(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.*).

**SECTION C – CONTRACT TERMS AND CONDITIONS**

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.

(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.

**SECTION C – CONTRACT TERMS AND CONDITIONS**

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 (for contractors located in the OAS West Area)  
OAS West Area Office  
2741 Airport Way  
Boise, Idaho 83705

Phone: 208-334-9310  
Fax: 208-334-9303

Mr. Robert Lewis (for contractors located in the OAS East Area)  
OAS East Area Office  
1954 Airport Road  
Chamblee, GA 30341

Phone: 770-458-7474  
Fax: 770-458-6677

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: 208-433-5071  
Fax: 208-433-5069

**C6.3 Contracting Officer's Representative (COR)**

The COR is authorized to take any or all actions with respect to administrative functions as follows:

1. Confirm the contract start date and the daily schedule.
2. Issue Government Furnished Property (if any) per the terms of the contract.

3. Assure that the Contractor performs in accordance with the contract. The COR for this contract is:

The COR for this contract is:  
Mr. Mark Bickham  
Bureau of Land Management  
3833 S. Development Ave.  
Boise, Idaho 83705-5199

Phone: 208-387-5872  
Fax: 208-334-9303

**C6.4 SEAT Manager**

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

- (1) Conduct pre-use inspection.
- (2) Order aircraft services as provided in the contract.
- (3) Secure compliance with all contract provisions and specifications.
- (4) Initiate and sign correspondence and other contract administration documents over the title "SEAT Manager".
- (5) Record and agree to availability and flight times.
- (6) Approve authorized breaks.
- (7) Suspend Operations
- (8) Complete Contractor evaluation at end of assignment.

If the pre use inspection reveals equipment problems the manager should call the appropriate OAS Area office and consult with an OAS technical specialist.

OAS Area Office numbers are as follows:  
West Area-Boise (208) 334-9310  
West Area-Phoenix (623) 879-0589  
East Area-Atlanta (770) 458-7474  
OAS Technical Services-Boise (208) 433-5076

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

**C7.1 Inspection Process and Scheduling**

After award of the contract and any renewal thereof, an inspection of the Contractor's proposed aircraft, equipment and personnel shall be made by the COTR to assure compliance with the requirements of the contract. The inspection shall commence not later than three (3) days (excluding weekends and holidays) prior to the established reporting date, unless a later inspection is mutually agreed upon. 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

## SECTION C – CONTRACT TERMS AND CONDITIONS

designated 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.

C7.1.1 All inspections shall be documented on Form OAS-68, Inspection Report. This form documents aircraft, Support/Service 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.

C7.1.1.1 The aircraft data card shall be with the aircraft and available for inspection at all times during the contract period.

C7.1.1.2 The pilot qualification card shall be in the possession of the pilot and available for inspection at all times during the contract period.

C7.1.2 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.

C7.2.2 (As applicable) Support/Service 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 Support/Service vehicle driver may be requested to demonstrate an acceptable knowledge of correct fueling procedures and all fueling and safety equipment on the Support/Service 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 C7.5 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.

## SECTION C – CONTRACT TERMS AND CONDITIONS

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 will be available 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.

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 FARs 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 FARs, 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 FARs 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.

## SECTION C – CONTRACT TERMS AND CONDITIONS

### 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 "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.

## SECTION C – CONTRACT TERMS AND CONDITIONS

### 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. 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 both 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.

#### C13.2 Transportation Tax

If the transportation tax on passengers and cargo is applicable and the Contractor is required to pay the transportation tax for those services, the tax shall be added to the Contractor's invoice for payment as a separate item,

and the Government shall reimburse the Contractor for the amount of such taxes.

### C13.3 Exemptions

The Internal Revenue Service and the U.S. Treasury Department have issued several rulings regarding imposition of transportation taxes. These rulings do not exempt imposition of fuel taxes for which the Contractor is responsible under the above paragraphs.

Rev. Rul. 72-156 - Exempts aircraft from passenger and cargo tax under Section 4261 and 4271 of the code when hauling and dropping fire retardant.

Rev. Rul. 76-477 - Exempts aircraft from passenger and cargo taxes under Sections 4261 and 4271 of the code when Contractor's employees are spotting fires, or hauling and dropping retardant chemicals.

### C14. ECONOMIC PRICE ADJUSTMENT - FUEL

C14.1 The hourly flight rate may be adjusted as set forth herein to reflect increases and decreases in the cost of aviation fuel. At each contract renewal an adjustment to the hourly flight will be made provided variation in the average unit price is \$.10 per gallon or more from the base price.

C14.2 The Contractor warrants that the prices set forth in this contract do not include any allowances for any contingency to cover increased costs for which adjustment is provided under this clause.

#### C14.3 Base Price.

The "Base Price" of fuel has been established as:

Jet Fuel "Base Price" -- \$ 2.60 per gallon  
Av Gas "Base Price" -- \$ 2.76 per gallon

The base price is established as the average of fuel prices at the following locations:

WAFFORD FLYING SERVICE, Fresno, CA  
CUTTER FLYING SERVICE, Albuquerque, NM  
CUTTER AVIATION, Phoenix, AZ  
FLIGHTCRAFT, Portland, OR  
MILLIONAIRE, Salt Lake, City  
WESTERN AIRCRAFT MAINTENANCE, Boise, ID  
MINUTEMAN AVIATION, Missoula, MT  
WEST STAR AVIATION, Grand Junction, CO  
MERCURY AVIATION, Reno, NV  
EXECUTIVE FLIGHT, Wenatchee, WA  
EPPS AVIATION, Atlanta, GA  
CHEROKEE AVIATION, Knoxville, TN  
TAC-AIR AVIATION, Ft. Smith, AR

## SECTION C – CONTRACT TERMS AND CONDITIONS

C14.4 **Reference Price.** The reference price is the average commercial fuel price in effect at the time of contract renewal. The reference price will be obtained from the same sources as the base price. The reference price shall become the base price for the subsequent adjustment.

C14.5 **Flight Rate Adjustment.** Adjustment to the hourly flight rate is the difference between the reference price and the base price multiplied by the hourly fuel consumption rate for the type aircraft as shown below.

C14.6 Single Engine Airtanker fuel consumption rate table:

M-18	55 GPH
M-18 PT6A-45R	60 GPH
S2R-T-34	45 GPH
S2R-T-10G	70 GPH
AT-502B	45 GPH
AT-602	55GPH
AT-802	60 GPH

### C15. CONTRACT PERIOD AND RENEWAL

#### C15.1 On Call Contract Period

The contract period shall be from date of award and extend for the period set forth in the schedule of items

C15.1.1 Deleted by modification 001.

#### 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 within 30 days prior to expiration of the contract.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years

#### C15.3 ORDERS FOR SERVICES

C15.3.1 Orders for service under this contract will be placed with the Contractor who is determined to be most advantageous to the Government. Factors that will be considered are aircraft capability, cost, location and availability of the Contractor.

C15.3.2 The government **does not guarantee** the placement of orders for service under this contract, and the

Contractor is not obligated to accept any orders. However, once the Contractor accepts an order, the Contractor is obligated to perform in accordance with the terms and conditions stated herein.

C15.3.3 Aircraft furnished shall be subject to the exclusive use and control of the Government 24 hours per day, seven days per week throughout the ordered period of use. The date of hire and date of release shall be recorded on form OAS-23, Aircraft Use Report.

C15.3.4 When the Contractor is not available or capable of providing service as scheduled by the Government, any use of the aircraft by the Contractor will not be considered under the operational control of the Government.

### C15.4 ADDITIONAL AIRCRAFT

C15.4.1 If the Government identifies a need and the Contractor obtains additional aircraft of the same make and model on contract, those aircraft **may** be added to this contract at the **Government's option**. Additional aircraft will be paid at the same price as aircraft originally offered.

### C16. DAILY AVAILABILITY REQUIREMENTS

#### C16.1 Daily Requirements

During the ordered use period, the Contractor shall be available and capable of providing service up to 14 hours each day as scheduled by the Government. Personnel shall be available a minimum of nine (9) hours each day or as scheduled by the Government. Pre- and post-flight activities shall be accomplished within the 14-hour duty day. Routine maintenance shall be performed before or after the scheduled 14-hour period or as permitted under elsewhere in the contract.

C16.1.1 Extended standby is intended to provide the Contractor compensation for employee time when ordered services are provided in excess of the first 9 hours of service. Ordered standby shall not exceed individual crew members' daily duty limitations. Extended standby is not intended to compensate the Contractor on a one-to-one basis for all hours necessary to service and maintain the aircraft.

#### C16.2 Schedule of Operations and Reaction Time

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

C16.2.1 **Standby.** Personnel will be on standby each day as scheduled and shall be ready for takeoff/dispatch within

## SECTION C – CONTRACT TERMS AND CONDITIONS

15 minutes (or longer as authorized by the Government; e.g. flight planning purposes for long range dispatch, etc.) after the Government attempts to contact the Contractor's representative.

**C16.2.2 Release From Duty.** The Contractor's personnel may be released and be considered off duty prior to lapse of their individual crew duty limitation period. Once released, they cannot be required to return to duty status that day. Service shall be recorded as fully available provided the CO or COR has approved release of the Contractor's personnel in advance.

### **C16.3 Relief Crew Availability**

A relief crew is not required. On mandatory days off the Contractor may provide a relief crew when requested by the Government. (See C.17.1.1 relative to availability and C17.3.4 relative to transporting relief crew.)

C16.3.1 Relief crew members may need to arrive at the work site in advance of the scheduled duty period to assure compliance with rest periods as set forth under Section B.

### **C16.4 Maintenance During Availability Period**

The COR may approve 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 paid throughout periods approved for maintenance, PROVIDED:

C16.4.1 The Contractor requests permission to remove the aircraft from service in advance of the maintenance.

C16.4.2 The Government, at its discretion, shall have the right to require the Contractor to resume service within 60 minutes of an order.

C16.4.3 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:

C16.4.3.1 Obtains the schedule of operations from the COR.

C16.4.3.2 Returns the aircraft to service before the beginning of the next availability period, AND

C16.4.3.3 Uses the aircraft for maintenance test flights, or flight to and from maintenance facilities, only.

### **C16.5 Unavailability and Damages**

C16.5.1 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 COR or the COR's designee that services are once again available.

C16.5.2 During periods of unavailability, the Government may obtain replacement services elsewhere and charge the Contractor for any resulting excess costs. Further, the Contractor may be liable for any additional actual damages to the Government resulting from such failure to perform.

## **C17. MEASUREMENT AND PAYMENT**

### **C17.1 Daily Availability**

Daily availability will be paid at the rates specified in Section A when aircraft, service support vehicle and personnel are available as set forth herein. **The government doesn't guarantee any minimum or maximum number of flight hours during this contract.** When an order has been accepted, the Contractor shall furnish the Government requires. Payment for actual flight and availability furnished will be made at the rates shown in the schedule of items. Payment for availability will be made as actual services are provided and submitted on the invoice forms. The daily availability rate shall include all fixed and variable costs (depreciation, salaries, overhead, annual inspections, permanent shop facilities, etc.) incurred in providing continuous service exclusive of those costs directly attributable to actual flight. Availability will be reduced for each hour or portion thereof service is listed as unavailable as shown below. The Conversion Chart for Unavailability included under Attachments to this section will be used to arrive at the deduction to be made.

SINGLE CREW: 1/14 per hour not to exceed 14/14 per day

C17.1.1 Availability will not be measured or recorded for payment on the crew's mandatory days off. If the Government requests and the Contractor provides a relief crew availability will be paid. (See C16.3)

C17.1.2 On first and last days, services terminating before or beginning after 1200 hours will be measured as one-half the daily availability rate. When an aircraft is released from an incident, demobilization costs will be paid back to the original point of departure providing that

## SECTION C – CONTRACT TERMS AND CONDITIONS

is the immediate destination after release. Should the aircraft not immediately return to the original departure point, demobilization costs will only be paid as they actually occur.

C17.1.3 After the airplane has been released, no daily availability will be paid for days in which no flight occurs regardless of the reason. One-half the daily availability will be paid for days in which four (4) hours or less of flight occurs. Flight hours in excess of four (4) hours in any day will result in payment of the full daily availability.

C17.1.4 Extended standby shall be measured and recorded in full hours, rounded up to the next whole hour not to exceed each crew member's duty limitations specified in Section B. Payment for extended standby will be made at the prices set forth in Section A, and as measured above. 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.

### C17.2 Flight Time

C17.2.1 Measurement of Flight Time. Flight shall be measured from the time the aircraft commences its take-off roll until it returns to the blocks. Elapsed time will be measured in hours and tenths/hundredths of hours.

C17.2.2 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. The Government does not guarantee any minimum or maximum number of flight hours during this contract.

C17.2.3 Flights Associated with Inspection. Flight time associated with OAS (agency) inspection shall be at the expense of the Contractor and will not be measured for payment.

C17.2.4 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.

### C17.3 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.

C17.3.1 **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 Base of Operations.

C17.3.1.1 The Government, at its option, may provide meals and/or lodging (which may be remote field or fire camp accommodations). If not Government provided, the Contractor 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) or;
- (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.

C17.3.1.2 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.

C17.3.1.3 Unless the Government makes three meals available to the Contractor's employees, the appropriate total rate for meals and incidental expenses will be paid.

C17.3.1.4 No payment will be made for partial meals when the Contractor's crew is directed to operate in the field and returns to the designated base in the evening and no overnight occurs.

C17.3.1.5 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 C17.3.1.1 of this clause. Current rates established by the FTR are:

#### **STANDARD**

Meals and Incidental Expense: \$30.00

## SECTION C – CONTRACT TERMS AND CONDITIONS

Lodging: \$55.00

### **High Rate**

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

**C17.3.2 Support/Service Vehicle Mileage.** The Contractor will be paid the rate per mile stipulated in Section A for a support/service vehicle meeting the requirements of this contract when it is dispatched to provide support to the aircraft away from the Contractor's base of operations. Additionally the Contractor may be paid for one round trip per day to the nearest motel accommodations if transportation to and from accommodations is not provided.

**C17.3.3 Fuel Supply Expense.** The Contractor is responsible for the cost of all fuel required for performance of this contract. When the Contractor is ordered to operate from an alternate base, the Government will, at its option:

C17.3.3.1 Direct the Contractor to transport required fuel with the Support/Service vehicle, subject to payment for Support/Service vehicle mileage, if so provided in the Section A.

C17.3.3.2 Furnish fuel and deduct from payment the fuel cost based upon commercial rates at the nearest point fuel is commercially available.

C17.3.3.3 Direct the Contractor to provide transportation by commercial carrier. Payment for transportation cost will be made upon submission of paid commercial invoices.

C17.3.3.4 Direct the Contractor to obtain fuel from commercial sources at no additional cost to the Government.

**C17.3.4 A relief crew is not required.** When requested by the Government and provided by the contractor, the contractor will be paid the reasonable cost of transportation to the work site as detailed below.

### **C17.3.5 Authorized Costs Associated with Operating Away From the Contractor's Base of Operations.**

When assigned to an alternate base, the Contractor will be paid for additional necessary and reasonable costs associated with transporting the personnel listed below to the alternate base subject to the provisions of this clause. The Contractor is required to provide for the transportation of personnel, unless otherwise directed by the Government. The Contractor is responsible for advising the Government of the anticipated cost associated with transporting relief personnel to the alternate base prior to the relief exchange. Payment to the Contractor will be limited to additional necessary and reasonable costs involved in transporting the personnel and equipment listed below.

- (a) Relief crewmembers. The complement shall be the same as required in Section A.
- (b) Maintenance personnel and equipment required for accomplishment of scheduled maintenance only. i.e. 50 and 100 hour inspections, etc.

C17.3.5.1 Costs are limited to the actual expense involved in transporting crew members. i.e., such as airline tickets, subsistence, salary (based upon current wage determination rates), car rentals, privately operated vehicles (POV) at the current Government rate for mileage; i.e. 36.5 cents per mile is the current rate.

C17.3.5.2 If transportation is provided by Contractor resources, the Contractor shall use a company invoice for the resource used, i.e., charter airplane, C172 at \$105.00 per hour for 2 hours = \$210.00 due. Unless authorized in advance by the COR or PI, the expense for Contractor resources shall not exceed reasonable costs by common carrier.

C17.3.5.3 Unless approved in advance by the CO, payment for relief exchange away from the designated base is limited to mandatory exchanges that are required to meet the contract specifications. i.e., pilots - once every 12 days unless the pilot is subject to a mandatory day off due to Government running the pilot out of allowable flight or duty time; 36 hours in 6 days; fuel service vehicle drivers which have reached DOT mandatory time off; Government mandatory imposed phase reductions in crew members' duty time, etc.

C17.3.5.4 Claims for relief crew and maintenance personnel transportation expenses shall be supported by itemized invoices. The Contractor shall complete and submit the form entitled Transportation Worksheet when Operating Away From the Contractor's Base of Operations (see Attachments) and include supporting invoices. Claims pursuant to this clause will not be paid that do not include 1) date and location of the relief exchange or scheduled maintenance, 2) itemization of the total cost to transport personnel to the alternate base, 3) an entry which deducts the normal cost of expenses as provided above, and 4) supporting invoices specified herein.

**C17.3.6 Landing Fees.** The Government will pay the Contractor for all landing fees the Contractor is required to pay at the designated and/or alternate base(s). Such costs when in excess of \$75.00 shall be supported by a paid itemized invoice.

**C17.3.7 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

## SECTION C – CONTRACT TERMS AND CONDITIONS

than the Contractor's Base of Operations.. Such costs when in excess of \$75.00 shall be supported by paid itemized invoice(s).

### **C17.4 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.

### **C17.5 Fire Suppressant Materials**

C17.5.1 The Government will furnish water, foam concentrates and retardants.

C17.5.2 SEATS shall be loaded to their contracted capacity consistent with safety requirements, types of fire suppressant materials, density altitude, and flying conditions. When additional gallonage is ordered, those SEATs capable and approved to do so will carry the additional gallonage at no increase in cost to the Government.

**C17.5.3 Aborted flights and Wasted Fire Suppressant Materials.** No payment will be made for flights when a load of water or retardant mixture is accidentally or carelessly dropped on non-target areas. Additionally, the cost to the Government of the lost load of retardant will be charged to the Contractor and deducted from payments due.

C17.5.3.1 Flight time will be paid for by the Government and retardant will not be charged to the Contractor if a load is dropped to enhance aircraft performance in a bona fide emergency or to meet landing requirements which endanger the safety of the aircraft.

C17.5.4 The Government will reimburse the Contractor on an actual cost basis, when accompanied by a proper invoice, for any Contractor furnished foam concentrates or retardants

## **C18. ATTACHMENTS TO THIS SECTION**

C18.1 Statement of Equivalent Rates for Federal Hires

C18.2 Wage Determination Information

C18.3 Conversion Chart - Unavailability

C18.4 Call When Needed SEAT Transportation Worksheet When Operating Away From Contractor's Base of Operations



**SECTION C – CONTRACT TERMS AND CONDITIONS**

**ATTACHMENT**

**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. 8 DATED 10/12/01**

Area: East North Central Region: Illinois, Indiana, Michigan, Ohio, Wisconsin  
Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$11.60  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$15.51  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$16.19

Area: East South Central Region: Alabama, Kentucky, Mississippi, Tennessee  
Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$7.35  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$13.16  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$13.69

Area: Middle Atlantic Region: New Jersey, New York, Pennsylvania  
Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$11.62  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$14.98  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$15.64

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: New England Region: Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont  
Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$11.71  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$15.09  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$15.75

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

Area: South Atlantic Region: Delaware, District of Columbia, Florida, Georgia, Maryland, North Carolina, South Carolina, Virginia, West Virginia  
Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$7.32  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$13.11  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$13.64

**SECTION C – CONTRACT TERMS AND CONDITIONS**

Area:	West North Central Region: Iowa, Kansas, Minnesota, Missouri, Nebraska, North Dakota, South Dakota		
Occupation:	Truckdriver, Light *	Minimum Hourly Wage:	\$10.52
	Truckdriver, Medium **	Minimum Hourly Wage:	\$14.47
	Truckdriver, Heavy ***	Minimum Hourly Wage:	\$15.11
Area:	West South Central Region: Arkansas, Louisiana, Oklahoma, Texas		
Occupation:	Truckdriver, Light *	Minimum Hourly Wage:	\$7.32
	Truckdriver, Medium **	Minimum Hourly Wage:	\$13.11
	Truckdriver, Heavy ***	Minimum Hourly Wage:	\$13.64

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 208-433-5020 or submit a written facsimile request to 208-433-5030.*

**SECTION C – CONTRACT TERMS AND CONDITIONS**

**ATTACHMENT**

**CONVERSION CHART-UNAVAILABILITY**

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

SECTION C – CONTRACT TERMS AND CONDITIONS

ATTACHMENT

CALL WHEN NEEDED SEAT TRANSPORTATION WORKSHEET WHEN OPERATING AWAY FROM CONTRACTOR'S BASE OF OPERATIONS

The Contractor will be paid the normal cost of transportation to the alternate base. Costs are limited to the actual expense involved in transporting crewmembers. i.e., such as airline tickets, subsistence, salary (based upon current wage determination rates), car rentals, privately operated vehicles (POV) at the current Government rate for mileage; i.e. 36.5 cents per mile is the current rate. Claims for relief crew transportation expenses shall be supported by itemized invoices.

Relief Exchange Date \_\_\_\_\_

Alternate Base Location \_\_\_\_\_

**Cost to and return from Alternate Base**

Ground Transportation \$ \_\_\_\_\_

Air Transportation \$ \_\_\_\_\_

Salary X hours \$ \_\_\_\_\_

Miscellaneous (explain) \$ \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Total** \$ \_\_\_\_\_

<b>RETURN COMPLETED FORM TO:</b> DEPARTMENT OF THE INTERIOR OFFICE OF AIRCRAFT SERVICES PO BOX 15428 BOISE, IDAHO 83715-5428 Facsimile No. 208-433-5030 * Questions, call 208-433-5020	<b>EVALUATION REPORT ON          CONTRACTOR PERFORMANCE</b>
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**SOURCE SELECTION INFORMATION - NOT FOR PUBLIC RELEASE (see FAR 3.104 & 42.1503)**

USER	CONTRACT NO.
ADDRESS	CONTRACTOR
CITY/STATE/ZIP	CONTRACT PERIOD
CONTRACT COR	WORK LOCATION

DESCRIPTION OF CONTRACT SERVICES

PRIMARY MISSION(S):

Please circle the number from each scale that best describes the level in which the Contractor supported the area described. Comments are helpful and substantiate either very high or very low ratings. If additional space is needed, please use page 2 of this form or attach additional page(s). A copy of this evaluation report is provided to the Contractor and may also be used in future evaluations of the Contractor's past performance. (N/A means: Not applicable)

1. Was the Contractor capable, efficient and effective in supporting the programs of the contract

Support provided was very inefficient, not effective, not capable	N/A	1	2	3	4	5	6	7	Support provided was extremely capable, efficient and effective
Comments									

2. Did the Contractor's performance conform to the terms and conditions of the contract

Performance did not conform to contract terms and conditions	N/A	1	2	3	4	5	6	7	Performance conformed to contract terms and conditions
Comments									

3. Was the Contractor and on site representatives professional, reasonable and cooperative during performance

Not professional, unreasonable, and not cooperative	N/A	1	2	3	4	5	6	7	Very professional, reasonable and cooperative
Comments									

