AIRCRAFT RENTAL AGREEMENT

U. S. DEPARTMENT OF THE INTERIOR
NATIONAL BUSINESS CENTER
AVIATION MANAGEMENT
2741 Airport Way
Boise, ID 83705

FOR INFORMATION CALL:

FLIGHT COORDINATION CENTER
(208) 334-9314
Fax (208) 334-9303

Use under this agreement may not take place until the Contracting Officer has accepted and signed the agreement and the Area Office has approved the aircraft and pilot for the mission. Your attention to assure a complete submission of the requested items will expedite acceptance of your agreement.

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SECTION A – SERVICES/PRICES SCHEDULE

AIRPLANE RENTAL A G R E E M E N T

U.S. DEPARTMENT OF THE INTERIOR
Aviation Management
2741 Airport Way
Boise, Idaho 83705

Phone: 208-334-9314 **FAX: 208-334-9303**

VENDOR NO.:

Name and Address: Telephone No.:

After Hours:

FAX:

E Mail Address:

DISCOUNT TERMS:

_____% 15 Days _____% 20 Days

Net 30 Days

A1. AIRCRAFT INFORMATION - (This form may be used for multiple airplanes provided the prices and information are the same for each airplane.)

FAA Reg. No.	**N**		**N**	
	N		**N**	
	N		**N**	

Manufacturer and Model:	Operations for Which Approved: [ ] VFR [ ] IFR
Passenger Seats Insured (exclude pilot):	Single Pilot IFR in Accordance with FAR 135 (multiengine): [ ] YES [ ] NO
Vendor's Base of Operations:	Additionally Certified Under Part 121, 125 or 141 [ ] YES [ ] NO

Special Equipment: ÿ Cargo Doors ÿ Long Range Fuel Tank ÿ FM Programmable Radio (Narrow/Wide Band)
ÿ GPS ÿ Intercom ÿ Amphibious Floats ÿ Floats ÿ Skis ÿ Camera Port
ÿ FLIR ÿ Other_____

A2. RATES - PAYMENT COMPUTED IN ACCORDANCE WITH OAS-12

	WET WITH PILOT	DRY WITH PILOT	*WET WITHOUT PILOT	*DRY WITHOUT PILOT
(1) Rate Per Flight Hour	$	$	$	$

(2) Standby Rate Per Hour for Pilot:	$
(3) Standby Rate Per Hour for Pilot and Copilot:	$
(4) Additional Amount Per Flight Hour When Copilot is Requested	$

(5) Subsistence allowance for remaining overnight (RON) per authorized crew member. Allowance paid per Federal Travel Regulations found at http://policyworks.gov (refer to paragraph C8.4.1).

***WITHOUT PILOT** - Contact Flight Coordination Center before filling in price. Evidence of hull insurance to cover government pilots is required.

(refer to Clause C3.2)

A3. TERMS AND CONDITIONS - The vendor agrees to perform services in accordance with the terms and conditions of this Aircraft Rental Agreement which includes form OAS-12, and any applicable supplements which are attached or incorporated herein by reference. This agreement is only applicable to transactions conducted through the DOI Aviation Management. The vendor certifies that the above identified aircraft are under Part 135 and that insurance coverage required under Clause C3.1 is in effect for all listed aircraft.

SIGNATURE OF VENDOR	**NAME AND TITLE (Type or Print)**	**DATE**
SIGNATURE OF CONTRACTING OFFICER	**TITLE (Type or Print)**	**DATE**

SECTION A – SERVICES/PRICES SCHEDULE

HELICOPTER RENTAL AGREEMENT

U.S. DEPARTMENT OF THE INTERIOR
Aviation Management
2741 Airport Way
Boise, Idaho 83705

Phone: 208-334-9314 FAX: 208-334-9303

VENDOR NO.:

Name and Address:

Telephone No.:

After Hours:

FAX:

E Mail Address:

DISCOUNT TERMS:

_____% 15 Days _____ % 20 Days

Net 30 Days

A1. AIRCRAFT INFORMATION - (This form may be used for multiple helicopters (fleet) provided the prices and information are the same for each helicopter.)

FAA Reg. No.	**N**		**N**	
	N		**N**	
	N		**N**	

Manufacturer and Model:	Operations for Which Approved: [ ] VFR [ ] IFR
Passenger Seats Insured (exclude pilot):	Certified Under Part 133: [ ] YES [ ] NO
Vendor's Base of Operations:	Certified Under Part 137: [ ] YES [ ] NO

Special Equipment: ☐ High Skid Gear ☐ Pop-Out Floats ☐ Fixed Floats ☐ Intercom FM Programmable Radio (Narrow/Wide Band)
☐ GPS ☐ Helitorch ☐ Litter Kit ☐ Water Bucket ☐ Seeding/Fertilizer Bucket ☐ Cargo Hook
☐ Cargo Racks ☐ Longline ☐ FLIR ☐ Other_____

A2. RATES - PAYMENT COMPUTED IN ACCORDANCE WITH OAS-12

	WET WITH PILOT	DRY WITH PILOT	*WET WITHOUT PILOT	*DRY WITHOUT PILOT
(1) Rate Per Flight Hour	$	$	$	$

(2) Guarantee in Flight Hours Each Day Averaged over Period of Use (Subject to paragraph C8.2.3)	HOURS
(3) Additional Amount Per Flight Hour when Copilot is Requested	$

(4) Extended Standby (Over 9 hours) - Pilot - $ 42.00/hr /Fuel Servicing Vehicle Driver - $22.00/hr (Extended Standby - see C8.3.3)

(5) Subsistence allowance for remaining overnight (RON) per authorized crew member. Allowance paid per Federal Travel Regulations found at http://policyworks.gov (refer to paragraph C8.4.1).

(6) Reimbursement for Service Truck with **349 Gallons** Aircraft Fuel Carrying Capacity of: **Gallons**	**0 Gallons t0**	**$ .90 PER MILE**
	350 Gallons to 749	**$ 1.35 PER MILE**
	750 Gallons to 1499 Gallons	**$ 1.90 PER MILE**
	1500 Gallons or More	**$2.40 PER MILE**

*** WITHOUT PILOT -** Contact Flight Coordination Center before filling in price. Evidence of hull insurance to cover government pilots is required. (refer to Clause C3.2)

A3. TERMS AND CONDITIONS - The vendor agrees to perform services in accordance with the terms and conditions of this Aircraft Rental Agreement which includes form OAS-12, and any applicable supplements which are attached or incorporated herein by reference. This agreement is only applicable to transactions conducted through the DOI Aviation Management. The vendor certifies that the above identified aircraft are under Part 135 and that insurance coverage required under Clause C3.1 is in effect for all listed aircraft.

SIGNATURE OF VENDOR	**NAME AND TITLE (Type or Print)**	**DATE**
SIGNATURE OF CONTRACTING OFFICER	**TITLE (Type or Print)**	**DATE**

B1. GENERAL REQUIREMENTS

B1.1 Scope of Agreement

B1.1.1 The intent of this Aircraft Rental Agreement (ARA) with the U.S. Department of the Interior Aviation Management (DOI AM) is to obtain commercial flight services to support Government programs. Fulfillment of these programs can only be accomplished through an effective working relationship between the Government and Vendor. Vendor employees' cooperation, professionalism and positive attitude towards accomplishment of the mission and aviation safety are essential to establish the necessary relationship that must exist to successfully complete these missions.

B1.1.2 Normal operations include point to point transportation and high reconnaissance flights. High reconnaissance is conducted above 500 feet AGL and does not include any type of precise maneuvering or specialized equipment.

B1.1.3 Special use or unique operational considerations may be requested. Operations involving aircraft in support of Government programs that require deviation from normal operating procedures, special pilot qualifications or techniques, or special aircraft requirements, may necessitate additional approval procedures. Examples are low level, helicopter external loads, etc. as identified in B8.

B1.1.4 The Government has interagency and cooperative agreements with other federal agencies, state agencies and private landholders, and may dispatch aircraft under this agreement for cooperative use.

B1.1.5 This agreement can be terminated by either party in writing at any time for any reason.

B1.2 Certification

B1.2.1 The Vendor shall hold a current Federal Aviation Administration (FAA) Air Carrier or Operating Certificate. Furthermore, their Operations Specifications shall authorize operation of the category and class of aircraft and conditions of flight required to complete missions for the Government.

B1.2.1.1 Aircraft used on this agreement shall be operated and maintained under provisions of 14 CFR Part 121 or 14 CFR Part 135. Aircraft operated under 14 CFR Part 135 shall be carried on the list required by 14 CFR 135.63 unless otherwise authorized by the Contracting Officer (CO). Fractional ownership aircraft shall be operated under 14 CFR Part 135.

B1.2.2 Aircraft may be ordered under this agreement that possess multiple airworthiness certificates. Operations shall be conducted in accordance with the operation limitations of that certificate.

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) DOI AM supplements and/or Exhibits incorporated by reference; (iii) 14 CFR incorporated by reference; (iv) aircraft manufacturer's specifications; (v) other documents incorporated by reference.

B1.4 Agreements

B1.4.1 The Vendor shall keep a copy of their ARA to include applicable supplements, current executed OAS-10/11, and all modifications to this agreement in each aircraft while operating the aircraft for the Government.

B2. OPERATIONS

B2.1 Vendor's Reporting and Release Base

B2.1.1 The Vendor's base of operations shall be as stipulated on the OAS–10/11. The Government and the Vendor may agree to a different report/release base(s) at the time an order is placed.

B2.1.2 If operating away from the Vendor's base of operations, additional allowances specified in Section C may apply.

B2.2 Security of Aircraft and Equipment

B2.2.1 The security of equipment used under this agreement shall be the responsibility of the Vendor. If an aircraft is operated by Government pilots, the security of the aircraft shall be the Government's responsibility.

B2.3 Flight Operations

B2.3.1 Regardless of any status as a Public Aircraft Operation, the Vendor shall operate in accordance with his approved FAA Operations Specifications, and all portions of 14 CFR Part 91 (including those portions applicable to civil aircraft) and each certification required under Sub-section B1.2 unless otherwise authorized by this agreement or the CO.

B2.3.1.1 14 CFR 121 operators shall comply with their approved standards for operations, personnel, equipment, avionics, maintenance, and servicing.

B2.3.2 Day/Night and IFR Aircraft Use. Single-engine airplanes with reciprocating engines shall not be operated into instrument meteorological conditions (IMC) or night conditions as defined in 14 CFR with Government personnel on board. Daylight hours are defined as 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 for a distance of at least one mile.

B2.3.3 **Manifesting**. The pilot-in-command shall ensure that a manifest of all crewmembers and passengers on board has been completed. A copy of this manifest shall remain at the point of initial departure. Manifest changes shall be left at subsequent points of departure when practical. In those instances where multiple short flights shall be made in a specific geographical area, which involves frequent changes of passengers, a single manifest of all passengers involved may be left with an appropriate person to preclude unreasonable administrative burden.

B2.3.3.1 **Passenger Briefing.** Before each takeoff, the pilot-in-command shall ensure that all passengers have been briefed in accordance with the briefing items contained in 14 CFR 135 including:

a. Emergency Locator Transmitter (ELT).
b. First Aid Kit/Survival Kit (if applicable).
c. Personal Protective Equipment (if applicable).

In those instances where short flights are made, the briefing does not need to be repeated unless new passengers come aboard.

B2.3.3.2 **Flight Plans.** Pilots shall file and operate on a FAA, ICAO, or a DOI bureau-approved flight plan. Vendor flight plans are not acceptable. Flight plans shall be filed prior to takeoff when possible.

B2.3.3.3 **Flight Following.** Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the DOI bureau-approved flight following procedures. Check-in shall not exceed one-hour intervals under normal circumstances.

B2.3.4 **Helicopters: Toe-in, Single-Skid, Step-out Landings.** Helicopters: Due to the hazardous nature of these types of landings, toe-in, single-skid, step-out landings are prohibited unless specifically approved.

B2.3.5 **Helicopter Dual Controls.** Dual controls are required for pilot performance evaluations. Small helicopter dual controls shall be removed or deactivated prior to passenger flights. Medium helicopter dual controls may be installed during routine government use. The pilot shall occupy the manufacturer's designated pilot station during all flight operations unless otherwise authorized by the FAA. When dual

controls are installed, the pilot shall restrict access to the copilot seat. Only helicopter foreman or similar crewmembers shall be allowed to occupy the copilot seat. The pilot shall brief passengers to remain clear of the flight controls at all times. Defined as: small - up to an approved gross weight of 7,000 pounds; medium - above 7,000 pounds up to 12,500 pounds.

B2.3.6 The Department of the Interior may require transportation of hazardous materials. Such transportation shall be in accordance with 49 CFR, exemption DOT-E-9198 and the Department's Aviation Transport of Hazardous Materials handbook. A copy of the exemption and handbook must be aboard each aircraft operating under the provisions of this exemption. It is the Vendor's responsibility to ensure that each employee that may perform a function subject to this exemption receives training on the requirements and conditions of this exemption. Documentation of this training shall be retained in the employees' record.

B2.3.7 There shall be NO SMOKING in the aircraft.

B2.3.8 Pilot shall remain at the flight controls while propeller(s)/rotor(s) are operating.

B2.3.9 Personal Protective Equipment (PPE)

B2.3.9.1 Personal Flotation Devices (PFD) required by 14 CFR 91 or Life Preserver(s) (TSO-C13) required by 14 CFR 135 shall be on board all aircraft operated over water and beyond power-off gliding distance to shore.

B2.3.9.2 All occupants of aircraft operated over water and beyond power-off gliding distance to shore shall **wear** an FAA approved PFD or Life Preserver, or a U.S. Coast Guard Type III PFD except in multiengine airplanes.

B2.3.9.3 When performing water takeoffs and landings, all occupants shall **wear** a PFD.

B2.3.9.4 Anti-exposure suits shall be worn in all single-engine aircraft and readily available to occupants of multiengine aircraft when conducting extended over water flight (as defined in 14 CFR 1.1) and when the water temperature is estimated to be 50 degrees Fahrenheit or less.

B2.3.9.5 Additional Personal Protective Equipment may be required for special use activities. See B8.

B2.4 Pilot Authority and Responsibilities

B2.4.1 The pilot is responsible for the safety of the aircraft, its occupants, and cargo. The pilot shall comply with the directions of the Government, except, when in the pilot's judgment compliance shall be a violation of applicable federal or state regulations or agreement provisions. The pilot shall refuse any flight or landing which is considered hazardous or unsafe.

B2.4.2 The pilot shall not permit any passenger to ride in the aircraft or any cargo to be loaded unless authorized by the Government.

B2.4.3 Pilots are responsible for computing the weight and balance for all flights and for assuring that the gross weight and center of gravity do not exceed the aircraft's limitations. Pilots are responsible for the proper loading and securing of all internal or external cargo. When requested by the Government, helicopter pilots shall utilize the approved Standard Interagency Load Calculation Method (see Exhibit 1).

B3. PERSONNEL REQUIREMENTS

B3.1 Pilot Requirements

B3.1.1 Pilots shall have at least a FAA commercial pilot certificate with appropriate category, class, and type rating if required.

B3.1.1.1 Instrument rating for airplanes.

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

B3.1.3 Pilots shall show evidence of satisfactorily passing all required FAA flight checks in accordance with provisions of 14 CFR Part 135. All pilots shall meet the currency requirements of 14 CFR 61.57.

B3.1.4 Pilot flying hours shall be verified from certified pilot records. Further verification of flying hours may be required at the discretion of the CO.

B3.1.5 Each pilot shall, at the discretion of the Government, pass an agency flight evaluation check. The flight check shall be in an aircraft supplied by the Vendor at no expense to the Government. The satisfactory completion of the evaluation flight shall not substitute for any of the total flight hour requirements listed in this agreement.

B3.1.6 Pilots shall have recorded minimum flying time as pilot-in-command as follows:

B3.1.6.1 1500 hours total pilot time.

B3.1.6.2 100 hours in category within the preceding 12 months.

B3.1.7 Airplane

B3.1.7.1 1200 hours PIC, airplanes.

B3.1.7.2 25 hours make and model.

B3.1.7.3 Make and models are grouped as shown in Exhibit 3. Time in one make and model is considered adequate for all aircraft in that group.

B3.1.7.4 75 hours instrument of which 50 hours must have been in flight, for IFR operations.

B3.1.7.5 200 hours multiengine, as appropriate.

B3.1.7.6 25 hours seaplane, as appropriate.

B3.1.7.7 100 hours in turboprop or jet, as appropriate.

B3.1.7.7.1 50 hours of which must be in make and model for transport of passengers.

B3.1.7.8 250 hours large airplanes, as appropriate.

B3.1.7.8.1 50 hours of which must be in make and model for transport of passengers.

B3.1.8 Helicopter

B3.1.8.1 1500 hours PIC helicopters.

B3.1.8.2 10 hours in the preceding 60 days.

B3.1.8.3 50 hours make and model. 25 PIC if pilot has satisfactorily completed an DOI AM approved school and checkout in make and model.

B3.1.8.4 10 hours make and model in the last 12 months.

B3.1.8.5 100 hours in weight class of helicopter. Defined as: "small" - up to an approved gross weight of 7,000 pounds; "medium" - above 7,000 pounds up to 12,500 pounds.

B3.1.8.6 200 hours reciprocating engine time, as appropriate.

B3.1.8.7 100 hours turbine engine time as appropriate.

B3.2 Personnel Duty Limitations

B3.2.1 The Government may remove any Vendor personnel for fatigue or other causes before reaching their daily duty or flight limitations.

B3.2.2 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.

B3.3 Flight Crewmember's Duty and Flight Limitations

B3.3.1 Duty Limitations. 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 shall not be considered duty time. Flight crewmembers shall be subject to the following duty hour limitations:

B3.3.1.1 A maximum of 14 consecutive duty hours during any assigned duty period.

B3.3.1.2 Pilots shall be given two calendar days of rest (24-hour periods in Alaska) within any 14 consecutive calendar days.

B3.3.1.3 The pilot shall be given a minimum of ten consecutive hours of rest (off duty), not to include any preflight or postflight activity, prior to any assigned duty period.

B3.3.2 Flight Limitations. All flight time, regardless of how or where performed, except personal pleasure flying, shall be reported by each flight crew member and used to administer flight time and duty time limitations. Flight time to and from a duty station as a flight crew member (commuting) shall 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 61.56 flight review; flight examinations by FAA designees; any flight time for which a flight crew member is compensated; or any other flight time of a commercial nature whether compensated or not. Pilot time computation shall begin at takeoff and end when the aircraft is stopped at the parking spot. Flight crewmembers shall 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 for a flight crew consisting of one pilot during any assigned duty period.

B3.3.2.1.1 A maximum of 42 hours flight time during any consecutive six-day period. When a pilot acquires 36 or more flight hours in a consecutive six-day period, the pilot shall be given the following one calendar day off (24 hours in Alaska) for rest, after which a new six-day cycle shall begin.

B3.3.2.2 A maximum of 10 hours flight time for a flight crew consisting of two pilots (8 hours for fire missions) during any assigned duty period.

B3.3.2.2.1 A maximum of 50 hours flight time during any consecutive six-day period. When a pilot acquires 40 or more flight hours in a consecutive six-day period, the pilot shall be given the following one calendar day off (24 hours in Alaska) for rest, after which a new six-day cycle shall begin.

B3.3.2.3 Pilots reporting for duty under this agreement may be required to furnish a record of all duty and flight time during the previous 14 days.

B4. AIRCRAFT REQUIREMENTS

These standards are in addition to airworthiness requirements.

B4.1 Condition of Equipment

B4.1.1 Vendor-furnished aircraft and equipment shall be operable, free of damage, and in good repair. Aircraft systems and components shall be free of leaks except within limitations 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. Repairs such as safety wire lacing and stop drilling of cracks are not acceptable permanent repairs. Prior to acceptance, all temporarily repaired windows and windshields shall have permanent repairs completed or shall be replaced.

B4.1.3 The aircraft interior shall be clean and neat. There shall be no unrepaired tears, rips, cracks, or other damage to the interior. The exterior finish, including the paint, shall be clean, neat, and in good condition. Any corrosion shall be within manufacturer or FAA acceptable limits.

B4.1.4 Lap belt and shoulder harness condition. The following items are **NOT** acceptable:

B4.1.4.1 Webbing. Webbing that is frayed 5 percent or more, torn webbing, crushed webbing, swelled webbing that results in twice the thickness of original web, or if difficult to operate through hardware, creased webbing (no structural damage allowed), and sun deterioration if it results in severe fading, brittleness, discoloration, and stiffness.

B4.1.4.2 Hardware. Buckle or other hardware is inoperable, nylon bushing at shoulder harness-to-lap belt connection missing or damaged, fabricated bushings or tie wraps used as bushings, rust/corrosion if not minor in nature, wear beyond normal use.

B4.1.4.3 Stitches. Broken or missing stitches, severe fading or discoloring, inconsistent stitch pattern.

B4.1.4.4 TSO Tags (see FAR 21.607). Missing or illegible tags are unacceptable unless inspection can confirm the suitability of installed equipment.

B4.1.4.5 Age. Belts/fabric over 10 years from date of manufacture require close inspection because of the elements they are exposed to, but do not have to be replaced if it can be determined they are in serviceable condition and not life limited.

B4.2 Additional Equipment Requirements

B4.2.1 Fire extinguisher(s), as required by 14 CFR Part 135, shall be a handheld bottle, minimum 2-B:C rating, mounted and accessible to the flight crew while seated. The fire extinguisher shall be maintained in accordance with *NFPA Manual #10, Standards for Portable Fire Extinguishers* or the Contractor's 135 operations manual.

B4.2.2 Airplanes: Shoulder harness and lap belt for front seat occupants and both occupants in tandem seat airplanes are required. The shoulder strap and lap belt shall fasten with a metal to metal, single-point, quick-release mechanism. Airplanes with a factory installed military type shoulder harness meet this requirement.

B4.2.3 Helicopters: A double strap shoulder harness with automatic or manual locking inertia reel for each front seat occupant is required. Shoulder straps and lap belts shall fasten with one single-point metal-to-metal, quick-release mechanism. Heavy-duty (military style) harnesses with fabric loop connecting the shoulder harness to the male portion of the lap belt buckle, similar to those installed in transport category helicopters, are acceptable.

Note: Effective January 1, 2006, single or double strap shoulder harness with automatic or manual inertia reel shall be required for all other occupants. Shoulder straps and lap belts shall fasten with one single point metal-to-metal, quick release mechanism.

B4.2.4 Helicopters: A digital hour meter is required. The meter shall be wired in series with a switch on the collective control, and a switch activated by engine or transmission oil pressure, or equivalent means, to record flight time for payment purposes.

B5. AVIONICS REQUIREMENTS

B5.1 The following avionics systems, as a minimum, shall be installed or available. The Vendor's avionics systems must comply with the performance requirements listed in AVIONICS OPERATIONAL TEST STANDARDS of December 1, 1998 (copies available upon request from the Contracting Officer or DOI AM Avionics).

B5.2 Any digital aeronautical, mobile or portable VHF-FM radios furnished to meet requirements of the ARA shall also be APCO Project 25 compliant.

B5.3 One panel mounted VHF-AM aeronautical transceiver (VHF-1), operating in the frequency band of 118.000 to 135.975 MHz, with a minimum of 720 channels, and a minimum of 5 watts carrier output power.

B5.4 Airplanes: One automatic-portable/automatic-fixed or automatic-fixed Emergency Locator Transmitter (ELT), utilizing an external antenna and meeting the requirements of 14 CFR 91.207 (excluding section f.), shall be installed per the manufacturer's installation manual, in a conspicuous or marked location.

B5.5 Helicopters: One automatic-portable/automatic-fixed or automatic-fixed ELT, utilizing an external antenna and meeting the requirements of 14 CFR 91.207 (excluding section f.), shall be installed per the manufacturer's installation manual, in a conspicuous or marked location.

B5.6 Helicopters operating in Alaska and Hawaii: In lieu of the ELT requirement above, an automatic fixed ELT (ELT AF) meeting TSO-C91A or an ELT that requires tools to remove it from the aircraft may be acceptable when a handheld portable ELT/EPIRB is furnished. The ELT/EPIRB shall be compact and easily carried by the PIC. A handheld ELT/EPIRB such as Emergency Beacon Corporation's model EBC-102 with telescoping antenna, or Emergency Locator Products Corporation's model ELP-1000 meets this requirement.

B5.7 The Vendor shall allow installation of a Government Furnished Equipment (GFE) Automated Flight Following (AFF) system in the aircraft when requested by the government.

B5.8 Other avionics may be required for special-use missions. See the applicable Supplement.

B5.9 Avionics installation and maintenance standards:

B5.9.1 All avionics systems used in or on the aircraft for this contract and their installation and maintenance shall comply with all manufacturer's specifications and applicable Federal Aviation Regulations contained within 14 CFR regardless of any exclusions for public aircraft allowed in 14 CFR.

B5.9.2 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.

B5.9.3 All Avionics systems requiring an antenna shall be installed with a properly matched, aircraft-certified antenna unless otherwise specified. Antennas shall be polarized as required by the avionics system, and have a VSWR of 2.5 to 1 or better.

B5.9.4 Avionics equipment mounting location and installation shall not interfere with passenger safety,

space, and comfort. Avionics equipment shall not be mounted under seats designed for deformation during energy attenuation. In all instances, the designated areas for collapse shall be protected. Avionics equipment normally operated by both pilot and observer/co-pilot (FM-1, AUX-FM, audio control system, etc.) shall be mounted in the optimum location for the make, model, and series of aircraft offered. Mounting(s) which offer full and unrestricted movement of each control to both the pilot and observer/co-pilot, when seated, without interference from clothing, cockpit structure, or flight controls, shall be a goal in the selection of location.

B6. MAINTENANCE REQUIREMENTS

B6.1 Aircraft shall be maintained in accordance with all applicable FAA Airworthiness Directives (AD), Mandatory Manufacturer's Bulletins, Vendor's Operations Specifications as required, or as identified by DOI AM.

B6.2 Maintenance Test Flight. A functional maintenance test flight shall be performed, at the Vendor's expense, following installation, overhaul, major repair, or replacement of any engine, propeller, rotor, primary flight control, or when requested by the CO. The result of this test flight shall be entered in the aircraft maintenance record by the pilot.

B7. FUEL AND SERVICING REQUIREMENTS

B7.1 All fuel must be commercial (or military) grade aviation fuel approved for use by the airframe and engine manufacturer.

B7.2 Government personnel (passengers) shall not be involved with any refueling of agreement aircraft.

B7.3 Aircraft shall not be refueled while engines are running and propellers/rotors are turning.

B7.4 Alaska fuel transfer equipment standards are as follows:

B7.4.1 Filtration must be sized to withstand fuel system pressures and flow rates.

B7.4.2 Filtration must meet one of the following qualifications: Institute of Petroleum (IP) Specifications and Qualification Procedures-Aviation Fuel Monitors with Absorbent Type Elements, or API 1581 Specifications and Qualification Procedures for Aviation Jet Fuel Filter/Separators. Some examples of IP qualified elements are Velcon CDF 210K, CDF 220K, ACO 51201K, ACO 21201K, ACO 40501SPK, and ACO 40901SPK.

B7.4.3 The filter vessel shall be placarded indicating the filter change date, element model number, vessel model number, and vessel and vessel and element manufacturer. Spare filters shall be available to allow periodic and emergency filter changes.

B7.4.4 Differential pressure gages must be installed on refueling systems operating at 25PSI and above. Filter change out shall be accomplished if differential pressure is 10 PSI or greater. Filter change out shall be accomplished annually unless early change out is warranted. The manufacturer's guidance for filter change related to contamination build up shall be adhered to.

B7.4.5 Refueling nozzles shall be aviation qualified with bonding wire, dust cap and 100-mesh screen installed. Hold open devices on overwing nozzles are prohibited.

B7.4.6 Refueling systems must have a ground reel with clip to allow system bonding with aircraft.

B7.4.7 Refueling systems must be designed to allow periodic removal of water and particulate contamination.

B7.4.8 Only hoses designed for dispensing the type of aviation fuel being utilized are acceptable. Hoses that comply with API BUL 1529 hose Type C, Type F and Type CT are known to meet this

requirement. Hoses shall be kept in good repair and stored to prevent damage.

B7.4.9 Aircraft refueling hose shall meet API 1529 Type C or BS 3158 qualification.

B7.4.10 Filter vessel sumps shall be drained of water daily before system use.

B7.4.11 Water and particulate contamination shall be removed from refueling systems when detected.

B8. SUPPLEMENTS - This agreement incorporates in full text all supplements for which you are approved. Upon request, the CO shall make available ANY FURTHER Supplements referenced below (B8.1 – B8.19). The supplements impose special operational equipment and personnel requirements that are in addition to the basic ARA. The Vendor must be approved before conducting these activities.

When ordered for service under any of the following supplements, all requirements shall be adhered to in their entirety unless specifically authorized by the CO.

B8.1 Helicopter Class A, B & C External Load Including Long Line.

B8.2 Interagency Fire Helicopter Requirements.

B8.3 Local Fire Helicopter Requirements.

B8.4 Reserved.

B8.5 Resource Reconnaissance.

B8.6 Low Level Activities.

B8.7 Helicopter Offshore Platform/Vessel Landings and Extended Over Water.

B8.8 Fuel Servicing Vehicle.

B8.9 Airplane Wheel Operations on Unprepared Landing Areas.

B8.10 Paracargo.

B8.11 Aircraft Maintenance Personnel Requirements.

B8.12 Reserved.

B8.13 Reserved.

B8.14 Reserved.

B8.15 Interagency Air Tactical.

B8.16 Fire Reconnaissance.

B8.17 Reserved.

B8.18 Reserved.

B8.19 Reserved.

EXHIBIT 1

INTERAGENCY HELICOPTER
LOAD CALCULATION
OAS-67/FS 5700 (11/03)

MODEL	
N#	
PILOT(S)	
DATE	
MISSION	
TIME	

1 **DEPARTURE**	**PA**	**OAT**	
2 **DESTINATION**	**PA**	**OAT**	
3 **HELICOPTER EQUIPPED WEIGHT**			
4 **FLIGHT CREW WEIGHT**			
5 **FUEL WT** (_____gallons **X** _____ lbs per gal)			
6 **OPERATING WEIGHT** (3 + 4 + 5)			

	Non-Jettisonable		Jettisonable
	HIGE	**HOGE**	**HOGE-J**
7a **PERFORMANCE REF** (List page/chart from FM)			
7b **COMP GROSS WT** (FM performance Section)			
8 **WT REDUCTION** (Req for all Non-Jettisonable)			
9 **ADJUSTED WEIGHT** (7b minus 8)			
10 **GROSS WT LIMIT** (FM Limitations Section)			
11 **SELECTED WEIGHT** (Lowest of 9 or 10)			
12 **OPERATING WEIGHT** (From Line 6)			
13 **ALLOWABLE PAYLOAD** (11 minus 12)			

14 **PASSENGERS/CARGO MANIFEST**	
15 **ACTUAL PAYLOAD** (Total of all weights listed in Item 14) **Line 15 must not exceed Line 13 for the intended mission.**	
PILOT SIGNATURE	
MGR SIGNATURE	HazMat Yes No

INTERAGENCY HELICOPTER LOAD CALCULATION INSTRUCTIONS

A load calculation must be completed for all flights. A new calculation is required when operating conditions change (± 1000' in elevation or ± 5°C in temperature) or when the Helicopter Operating Weight changes (such as changes to the Equipped Weight, changes in flight crew weight or a change in fuel load).

All blocks must be completed. Pilot must complete all header information and Items 1-13. Helicopter Manager completes Items 14 & 15.

1. DEPARTURE – Name of departure location and current Pressure Altitude (PA, read altimeter when set to 29.92) and Outside Air Temperature (OAT, in Celsius) at departure location.

2. DESTINATION – Name of destination location and PA & OAT at destination. If destination conditions are unknown, use MSL elevation from a map and Standard Lapse Rate of 2° C/1000' to estimate OAT.

Check the box in Line 1 (Departure) ~~or~~ Line 2 (Destination) to indicate the most restrictive values used to obtain Computed Gross Weight in Line 7b.

3. HELICOPTER EQUIPPED WEIGHT – Equipped Weight equals the Empty Weight (as listed in the Weight and Balance Data) ~~plus~~ the weight of lubricants and onboard equipment required by contract (i.e. survival kit, rappel bracket).

4. FLIGHT CREW WEIGHT – Weight of the Pilot and any other assigned flight crewmembers on board (i.e. Co-pilot, flight engineer, navigator) plus the weight of their personal gear.

5. FUEL WEIGHT – Number of gallons onboard **X** the weight per gallon (**Jet Fuel = 7.0 lbs/gal**; AvGas = 6.0 lbs/gal).

6. OPERATING WEIGHT – Add items 3, 4 and 5.

7a. PERFORMANCE REFERENCES – List the specific Flight Manual supplement and **hover performance** charts used to derive Computed Gross Weight for Line 7b. Separate charts may be required to derive HIGE, HOGE and HOGE-J. **HIGE:** use Hover-In-Ground-Effect, External/Cargo Hook Chart (if available). **HOGE & HOGE-J:** use Hover-Out-Ground-Effect charts for all HOGE operations.

7b. COMPUTED GROSS WEIGHT - Compute gross weights for HIGE, HOGE and HOGE-J from appropriate Flight Manual **hover performance** charts using the Pressure Altitude (PA) and temperature (OAT) from the most restrictive location, either Departure or Destination. Check the box in Line 1 (Departure) ~~or~~ Line 2 (Destination) to indicate which values were used to obtain Computed Gross Weight.

8. WEIGHT REDUCTION – **The Government Weight Reduction is required for all "non-jettisonable" loads**. The Weight Reduction is optional (mutual agreement between Pilot and Helicopter Manager) when carrying jettisonable loads (HOGE-J) where the pilot has total jettison control. The appropriate Weight Reduction value, for make & model, can be found in the current helicopter procurement document (contract).

9. ADJUSTED WEIGHT – Line 7b minus Line 8.

10. GROSS WEIGHT LIMITATION – Enter applicable gross weight limit from **Limitations section** of the basic Flight Manual or the appropriate Flight Manual Supplement. This may be Maximum Gross Weight Limit for Take-Off and Landing, a Weight/Altitude/Temperature (WAT) limitation or a Maximum Gross Weight Limit for External Load (jettisonable). Limitations may vary for HIGE, HOGE and HOGE-J.

11. SELECTED WEIGHT – **The lowest weight, either line 9 or 10, will be entered for all loads.** Applicable limitations in the Flight Manual must not be exceeded.

12. OPERATING WEIGHT – Use the value entered in Line 6.

13. ALLOWABLE PAYLOAD – Line 11 minus Line 12. The maximum allowable weight (passengers and/or cargo) that can be carried for the mission. Allowable Payload may differ for HIGE, HOGE and HOGE-J.

14. PASSENGERS AND/OR CARGO – Enter passenger names and weights and/or type and weights of cargo to be transported. Include mission accessories, tools, gear, baggage, etc. A separate manifest may be used.

15. ACTUAL PAYLOAD – Total of all weights listed in Item 14. Actual payload must not exceed Allowable Payload for the intended mission profile, i.e. HIGE, HOGE or HOGE-J.

Both Pilot and Helicopter Manager must review and sign the form. Check if HazMat is being transported. Manager must inform the pilot of type, quantity and location of HazMat onboard.

EXHIBIT 2

HELICOPTER FUEL CONSUMPTION AND WEIGHT REDUCTION CHART

		Fuel Consumption	Load Calculation
		~~Gallon/Hour~~	~~Weight Reduction-Lb~~
EUROCOPTER	AS-330J	179	NOT ESTABLISHED
	AS-332L-1	160	NOT ESTABLISHED
	AS-350B	45	130
	AS-350B-1	46	160
	AS-350B-2	48	160
	AS-350B-3	50	175
	AS-350D	38	130
	AS-355F-1	58	140
	AS-355F-2	58	140
	AS-365N-1	87	275
	BK-117	77	160
	BO-105CBS	55	180
	SA-315B	58	180
	SA-316B	58	170
	SA-318C	56	80
	SA-319B	55	NOT ESTABLISHED
	SA-341G	56	170
	EC-135	64	220
BELL	47	17A	90
	47/SOLOY	23	120
	204B (UH-1 SERIES)	88	200
	205A-1	89	260
	206B-II	25	100
	206B-III	27	130
	206L-1	32	150
	206L-3 (Incl L-1 C30P)	38	180
	206L-4	38	180
	212	100	390
	214B	160	380
	214ST	133	NOT ESTABLISHED
	222A	70	NOT ESTABLISHED
	222B	83	NOT ESTABLISHED
	222UT	83	NOT ESTABLISHED
	407	45	155
	412	110	390
	412HP	110	390
MD	500C	23	110
	500D/E	28	120
	520N	32	100
	530F	34	120
	600N	41	155
	900/902	69	210
HILLER	SL-3/4	21A	90
	UH-12	17A	90
	1100B	22	130
	UH-12/SOLOY	23	100
SIKORSKY	S-55T	47	170
	S-58D/E	83A	OGE 000 IGE 400
	S-58T/PT6T-3	115	OGE 000 IGE 400
	S-58T/PT6T-6	115	OGE 000 IGE 460
	S-62A	70	300
	S-70	160	N/A

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

EXHIBIT 3

AIRCRAFT MAKE AND MODELS

Like Make and Models-Fixed Wing	
Make	**Model**
Reciprocating Engine Aircraft	
American Champion	7EC, GC , KC series and 8KCAB, 8GCBC
Cessna	172, 175, 177, 182
Cessna	172RG, 177RG, 182RG, 210
Cessna	170, 180, 185, L-19
Cessna	205, 206, 207
Cessna	303, 310, 320, 340, 400 series
Cessna	336, 337
Piper	PA- 10, 11, 12, 14, 16, 18, 20
Piper	PA- 24, 28R, 32R
Piper	PA- 22, 32, 28 (fixed gear)
Piper	PA-23, 30, 31, 34, 39, 40
Beech	33, 35, 36
Beech	55, 56, 58, 60, 65, 70, 80, 95
Beech	18
Helio	H250, 295, 395, 400, 700, 800
Maule	M-4, 5, 6, 7
Mooney	M-20, 21 series
Rockwell Commander	500, 560, 680, 720
Turboprop Airplanes	
Beech	“King Air” series 90, 100, 200, 300
Beech	18 turbine series
Cessna	206, 207 "Soloy Turbine"
Cessna	208 “Caravans”
Cessna	425, 441 “Conquest I & II”
Piper	PA-31T “Cheyenne I & II, PA-42 “Cheyenne III & IV
Rockwell Commander	680 turbine; 681, 690, 840, 900, 980, 1000
Helicopters	
Bell	47 series (all Recips
Bell	47 series Soloy
Bell	204, 205, UH-1, All series
Bell	206A, 206B, 206B III
Bell	206L, 206L-1, 206L-3, 206L-4
Bell	212, 412,
MD	369 (500) series
Boeing	MD 600N
Boeing	MD-900, 902
Enstrom	28 series
Eurocopter	SA 315, SA 316, SA 319
Eurocopter	AS 350 series
Eurocopter	AS 355 series
Hiller	12 series (Recips)
Hiller	12 series (Soloy)
Schweizer	269, 300 series (Recips)

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

Similar military aircraft are not acceptable for grouping.

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

52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (OCT 2003) [TAILORED]

52.212-4 Clauses are incorporated by reference with the exception of Clause 52.212-4(c) and Clause 52.212-4(i) which are stated in full text as follows:

52.212-4(c) Changes. *Changes in the terms and conditions of this contract may be made only by written agreement of the parties.*

52.212-4(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 prompt payment regulations at 5 CFR Part 1315. 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, 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. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on contract financing or invoice payment, the Contractor shall immediately notify the contracting officer and request instructions for disposition of the overpayment.*

THE FOLLOWING CLAUSE C1 IS ADDED AS AN ADDENDUM TO 52.212-4(a), CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS

Cl. Addenda 52-212-4(a) INSPECTION AND ACCEPTANCE. The Vendor shall submit completed pilot, aircraft and mechanic, if applicable, information forms for all personnel and aircraft that may be utilized under the agreement. Information from these forms will be used to determine the suitability of personnel and aircraft for use. Information provided must be verifiable by appropriate logbook and other Vendor supplied records.

C1.1 Vendor Business Meeting. A business meeting will be held with new Vendors to discuss administrative procedures, safety expectations, and problem resolution processes. Attendance by the Vendor's senior management, the requesting bureau and any interagency partners is recommended. The servicing U.S. DOI Aviation Management (DOI AM) representative will conduct the business meeting for all new agreements. The meeting is typically held at the Vendor's facility to coincide with approval and issuance of aircraft and pilot approval documents. This meeting is administrative in nature and is not intended for technical inspection purposes.

C1.2 The Vendor shall, upon request, make all personnel, equipment, and records to be used under this agreement available for inspection. Inspections shall be performed during normal government working hours at the Vendor's facility unless other arrangements have been made.

C1.3 For special use activities, a pilot flight performance evaluation shall be conducted when determined necessary by the government to verify the pilot's ability to perform under this agreement. The aircraft used for this evaluation flight shall be the same make and model as offered for this agreement, be equipped with dual controls and be provided at the Vendor's expense.

C1.4 Upon determination that the proposed aircraft and pilot meet agreement requirements, aircraft and personnel qualification documentation will be issued. The documents will indicate the activities for which the aircraft and personnel have been approved. The aircraft approval document shall be carried in the aircraft during use under this agreement. Personnel approvals shall be available for review when requested by the government during performance under this agreement. Aircraft and crews normally operated under 14 CFR 121 will not be issued approval documents.

C1.4.1 Personnel and equipment approval documents are Government property. The Contracting Officer can request the approval documents' return by written request or an authorized DOI AM Inspector may remove the approval document from an aircraft at any time he/she deems it as appropriate.

C1.5 The Government shall not approve any Vendor personnel or equipment not complying with the provisions of this agreement.

C1.6 If the Government does not approve any personnel or equipment as noted above, cost of reinspection may, at the Government's option, be charged to the Vendor.

C1.7 Suspension of Pilot.

C1.7.1 Upon receipt of substantiated written correspondence that indicates a serious safety concern, suspension action of a pilot may be initiated.

C1.7.2 Upon involvement in an Aircraft Accident or NTSB Reportable Incident (see 49 CFR Part 830), a pilot operating under this agreement will be suspended from performing pilot duties under this agreement and any other activity authorized under the interagency pilot qualification card(s) issued to the pilot pending the investigation outcome.

C1.7.3 Upon involvement in an Incident with Potential as defined under Mishaps, a pilot operating under this agreement may be suspended from performing pilot duties under this agreement and any other activity authorized under the interagency pilot qualification card(s) issued to the pilot pending the incident investigation outcome.

C1.7.4 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:

C1.7.4.1 The investigation findings and decision indicate no further suspension is required and the interagency pilot qualification card(s) is returned to the pilot; or

C1.7.4.2 Suspension/Revocation action regarding the pilot's interagency DOI pilot authorizations is taken by the issuing agency in accordance with agency procedures. The Suspension/Revocation Process – Pilot DOI Qualification Card process is outlined in Exhibit C.

C1.8 Replacement of Personnel - Vendor Personnel Conduct.

C1.8.1 Performance of agreement services may involve work and/or residence on Federal property (i.e., National Parks, Refuges, Indian Reservations, etc.). Vendor 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 Vendor may be required to replace employees who are found to be in noncompliance with Government facility rules of conduct.

C1.8.2 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 Vendor. Pilots who fly recklessly or fail to follow safe operating practices shall be replaced by the Vendor.

C1.8.3 The Vendor shall be notified by the CO of all unsatisfactory conduct or performance, stating the conditions of unsatisfactory or unsafe performance by the Vendor's personnel. An opportunity for corrective action may be afforded, when the conditions warrant. When directed by the CO, the Vendor 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.

C2. RESPONSIBILITY OF VENDOR

C2.1 At Vendor's expense, the Vendor shall:

C2.1.1 Obtain all required licenses and permits.

C2.1.2 Comply with any applicable Federal, State, Municipal, and Indian Tribal laws, codes, regulations, and ordinances.

C2.1.3 Take precautions necessary to protect property and persons including third parties against injury or damage and be responsible for any such injury or damage that occurs as a result of his fault or negligence; (the term "third parties" is construed to include employees of the Government).

C2.1.4 Vendors will accept orders only from approved agency representatives identified in the Vendor business meeting or as approved by the Contracting Officer.

C3. INSURANCE REQUIREMENTS

C3.1 Aircraft Insurance Liability (*Applicable with Vendor furnished pilot(s)*)

(a) The Vendor agrees to maintain, during the continuance of this agreement, insurance in amounts equal to or greater than the minimum amounts required by either Title 14 of the Code of Federal Regulations, Section 205.5 (14 CFR 205.5) or by the state in which the Vendor is operating pursuant to orders under this agreement, whichever is greater.

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

C3.2 The Vendor shall require their insurance company to submit evidence of insurance coverage and submit notice of any changes to the policy.

C3.3 Liability for Loss or Damage (48 CFR 1452.228-72, APR 1984) *(Applicable only with Government furnished pilot(s))*

(a) The Vendor shall indemnify and hold the Government harmless from any and all losses or damage to the aircraft furnished under this contract except as provided in (d) below. For the purpose of fulfilling his obligation under this clause, the Vendor shall procure and maintain during the term of this contract, and any extension thereof, hull insurance acceptable to the contracting officer. The Vendor's insurance coverage shall apply to pilots furnished by the Government who operate the aircraft. The Vendor may request a list of Government pilots by name and qualification who are potential pilots.

(b) Prior to the commencement of work hereunder, the Vendor shall furnish the contracting officer a copy of the insurance policy or policies or a certificate of insurance issued by the underwriter(s) showing that the coverage required by this clause has been obtained.

(c) Each policy or certificate evidencing the insurance shall contain an endorsement which provides that the insurance company will notify the contracting officer 30 days prior to the effective date of any cancellation or termination of any policy or certificate or any modification of a policy or certificate which adversely affects the interests of the Government in such insurance. The notice shall be sent by registered mail and shall identify this contract, the name and address of the Contracting Office, the policy, and the insured.

(d) If the aircraft is damaged or destroyed while in the custody and control of the Government, the Government will reimburse the Vendor for the deductible (if any) stipulated in the insurance coverage as follows:

(1) In-Motion Accidents - Up to 5% of the current insured value of the aircraft stated in the policy, or $10,000, whichever is less.

(2) Not In-Motion Accidents - Up to $250.00 per accident. Such reimbursement shall not be made, however, for loss or damage to the aircraft resulting from (1) normal wear and tear, (2) negligence or fault in maintenance of the aircraft by the Vendor, or (3) defect in construction of the aircraft or a component thereof.

(e) If damage to the aircraft is established to be the fault of the Government, rental payments to the Vendor during the repair period will be made as set forth elsewhere in the contract. The Government may, at its option, make necessary repairs or return the aircraft to the Vendor for repair. In the event the aircraft is lost, destroyed, or damaged so extensively as to be beyond repair, no rental payment will be made to the Vendor thereafter.

(f) Any failure to agree as to the responsibility of the Government or the Vendor under this clause shall, after a final finding and determination by the contracting officer, be considered a dispute within the meaning of the "Disputes" clause of this contract.

C4. AUTHORITY OF REPRESENTATIVES

C4.1 Contracting Officer (CO). The CO is the appointed Government official with authority to enter into, administer and terminate this agreement. No one but the CO is authorized under any circumstances to:

C4.1.1 Award, agree to, or execute any agreement, agreement modification, or notice of intent.

C4.1.2 Obligate, in any way, the payment of money by the Government, with the exception of orders placed under paragraph C6., Ordering Services.

C4.1.3 Make a final decision on any agreement matter that is subject to the Disputes clause of this agreement.

C4.1.4 Terminate, for any cause, the Vendor's right to proceed.

C4.2 Contracting Officer's Technical Representative (COTR). The COTR listed for each Area or Regional Office is authorized to take any or all actions necessary to assure compliance with the technical provisions of the agreement. The COTR will conduct all requested or required inspections. The COTR listed at the DOI AM Headquarters address is for all matters concerning accident and incident with potential investigations.

The COTR for the West Area is:

West Area Director
AM West Area Office
2741 Airport Way
Boise, Idaho 83705

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

The COTR for the East Area is:

East Area Director
AM East Area Office
3190 N.E. Expressway, Suite 110
Chamblee, GA 30341

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

The COTR for the Alaska Region is:

Chief, Division of Technical Services
AM Alaska Regional Office
4405 Lear Court
Anchorage, AK 99502-1032

Phone: 907-271-3728
Fax: 907-271-4788

The COTR for Safety issues is the DOI AM Safety Manager:

Aviation Safety Manager
AM Headquarters
300 E. Mallard Drive, Suite 200
Boise, Idaho 83706-3991

Phone: 208-433-5070
Fax: 208-433-5069

C4.3 The Using Bureau's Government Representative. Using bureau representatives must have their bureau's authorization to place orders against this agreement. The bureau government representative is authorized to take any or all actions with respect to administrative functions as follows:

C4.3.1 Confirm the agreement start date/time and the daily schedule.

C4.3.2 Assure that the Vendor performs in accordance with the agreement.

C4.3.3 Assure completion and submission of the OAS-23, Aircraft Use Report.

C4.4 Vendor's Designated Representative. The pilot shall represent the Vendor in all matters except changes in price and time unless the CO is notified otherwise, in writing, prior to performance.

C5. AGREEMENT PERIOD. The agreement period shall be from date of acceptance by the Government until superseded by a new agreement or canceled by either party in writing. This agreement will be reviewed annually by the Government to determine if a continuing need exists.

C6. ORDERING SERVICE. Orders will be placed by the Government for service, as needed, subject to the following:

C6.1 Orders for service will be placed with the Vendor who is determined to represent the best value to the Government, using tradeoff analysis.

C6.2 In selecting an aircraft, the ordering office will evaluate Vendors by trading-off the differences in capability (see C6.2.1 and C6.2.2) and price. If one Vendor has both the better capability and the lower price, then that Vendor will be the best value. If one Vendor has the better capability and the higher price then the ordering office will decide whether the difference in capability is worth the difference in price. If the ordering office considers the better capability to be worth the higher price, then the more capable, higher priced Vendor will represent the ultimate best value to the Government.

C6.2.1 A Vendor's past performance is a measure of the degree that they satisfied its customers in the past and complied with Federal, State, and local laws and regulations. The Government may contact known Vendor's customers and ask whether they believe (i) that the Vendor was capable, efficient, and effective; (ii) that the Vendor's performance conformed to the terms and conditions of its contract; (iii) that the Vendor was reasonable and cooperative during performance; (iv) that the Vendor was committed to customer satisfaction; and (v) if given a chance would they select the same or a different Vendor. The Government may also contact other sources of information, including, but not limited to: Federal, State, and local Government agencies, better business bureaus, published media, and electronic data bases.

C6.2.2 Vendor experience may be evaluated by the Government on the basis of its similarity to the work that will be required under the Aircraft Rental Agreement.

C6.3 The Government does not guarantee the placement of any orders for service and the Vendor is not obligated to accept any orders. However, once the Vendor accepts an order, the Vendor is obligated to perform in accordance with the terms and conditions stated herein.

C6.4 Aircraft furnished shall be subject to the exclusive use and control of the Government throughout the ordered period of use. The date and time of hire and date and time of release shall be recorded on the OAS-23.

C6.5 The ordered period of service shall extend from the time services begin (i.e. aircraft departs base) until released by the Government and will include required ferry to and from the site of work.

C6.6 Services ordered under this agreement are subject to termination by either party upon 24-hour notice, prior to commencement of work, unless a longer period is agreed upon in writing.

C6.7 Services ordered under the agreement may only be procured from Vendors listed on the DOI AM source list and may be placed through the appropriate DOI AM Flight Coordination Center or directly with an approved Vendor. The source list may be accessed through the DOI AM homepage. The Internet address is http://www.oas.gov.

C6.8 Payments for completed orders shall be processed through the DOI AM payment system.

C6.9 Orders placed against this agreement shall not exceed $25,000 on an ordered mission basis unless otherwise authorized by the Contracting Officer.

C6.10 The using bureau representative is not authorized to make any changes to this agreement or to negotiate with the Vendor. If the bureau representative believes circumstances of a particular project would justify more favorable terms such as price, guarantee, standby, etc., he/she should contact the DOI AM Contracting Officer prior to placing an order.

C6.11 Government orders will be coordinated and scheduled with the Vendor's representative, subject to the flight crew member, duty and flight limitations (refer to paragraph B3.3).

C7. BILLING OFFICE, INVOICE, AND REPORT SUBMISSION

C7.1 Invoices. The offices listed below are designated billing offices for submission of the invoice unless otherwise directed by the Government. If the Government directs that the invoice be submitted to a local office, that office will become the billing office.

CONTERMINOUS 48 STATES
U.S. Department of the Interior
Aviation Management
300 E. Mallard Drive, Suite 200
Boise, Idaho 83706-3991

ALASKA AND HAWAII
U.S. Department of the Interior
Aviation Management
4405 Lear Court
Anchorage, Alaska 99502-1032

C7.1.2 The Vendor may submit invoices not less than every two weeks beginning from the first day services begin. Services provided shall be shown on a daily basis. Partial payment of potential guarantee due will be at the discretion of CO.

C7.2 Aircraft Use Report, OAS-23.

C7.2.1 An Aircraft Use Report, OAS-23 form shall be completed and signed by both the Vendor, or Vendor'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 Vendor, the completed and signed Aircraft Use Report may be used as the Vendor's invoice.

C7.2.2 It is agreed that the inclusion of unit and extended prices for services performed will be accomplished by the payment office based upon established agreement prices. However, it is the Vendor's responsibility to compute and submit a line item entry on the OAS-23 for any guarantee due.

C7.2.3 For agreements without pilot, the Government pilot will record use data on the OAS-23(s) and submit to the Vendor. The completed forms will be sent to the designated billing office for payment.

C8. GUARANTEE, MEASUREMENT AND PAYMENT.

C8.1 Guarantee

C8.1.1 The Government does not guarantee any minimum number of flight hours except as defined in C8.3.4.

C8.2 Measurement

C8.2.1 **Helicopters**. Flight time shall be measured from lift-off to touchdown and recorded in hours and tenths of hours. Flight time shall be measured by means of an approved electrical time recorder as required in the specifications.

C8.2.1.1 **Extended Standby.** Extended standby shall be measured and recorded in full hours, rounded up to the next whole hour, not to exceed each crewmember's duty limitations specified under section B.3.3.

C8.2.2 **Airplanes**. Flight time shall be measured from the time the aircraft commences its takeoff roll until it returns to the blocks. Flight time shall be measured and recorded in 24-hour clock time. Elapsed time will be recorded in hours and tenth/hundredths of hours. A table is contained within the OAS-23 booklet.

C8.2.2.1 **Standby.** Standby time shall be measured and recorded in 24-hour clock time. It shall be recorded on the OAS-23 as it occurs, under start/stop time, converted to hours and tenths/hundredths and shown in the elapsed time column.

C8.2.3 **Guarantee Helicopter**. Services terminating before 1200 hours or beginning at or after 1200 hours will be measured as one-half the guarantee hours set forth on the OAS-11. The minimum guarantee will apply only on days the Vendor is required to remain overnight away from the base of operations, or is required to be available for the Government's exclusive use for four or more hours during the day.

C8.2.3.1 Whenever ordered service is unavailable, the minimum guarantee will be reduced by the length of time service is unavailable not to exceed the minimum guarantee per day as specified on the OAS-11.

C8.2.3.2 Guarantee will not accrue after the aircraft is released, regardless of the location and the circumstances at the time of release (i.e., adverse weather conditions, etc.).

C8.3 Payment.

C8.3.1 **Payment for Flight Time**. Payment will be made for all flights ordered by the Contracting Officer or authorized representative and flown by the Vendor or Government pilot at the rates set forth on the OAS-10/11.

C8.3.1.1 **Flights for Vendor's Benefit**. Payment will not be made for flights for the benefit of the Vendor such as maintenance test flights, flights to and from maintenance facilities, training or familiarization flights, flights required following an engine change, or transportation of Vendor's support personnel.

C8.3.2 **Airplane Standby**. The Government will pay for standby time when properly invoiced and reported on Form OAS-23, at the rates stipulated in OAS-10, block A2.(2). If the pilot is held away from the Vendor's base of operations or standby is specifically ordered at the base of operations, standby time will be computed subject to the following:

C8.3.2.1 If the Vendor is required to remain away from the base of operations, overnight and the flight crew is not being held in a ready standby status, (i.e., at the airport ready to takeoff), standby will accrue only between the hours of 0800 and 1700.

C8.3.2.2 The Vendor may offer more favorable standby terms (e.g., free standby equal to hours flown) either as part of the agreement under OAS-10, block A2.(2) or on a case-by-case basis documented on Form OAS-23.

C8.3.2.3 Standby will be earned when the pilot is held in a ready standby status, (i.e., at the airport ready to takeoff).

C8.3.2.4 Standby will not be earned for stops involving passenger exchange, cargo loading/unloading, fuel stops, lunch breaks, or acts of God, such as weather, which prevent continuation of the flight.

C8.3.2.5 If prolonged standby is anticipated, the government traveler may release the Vendor, upon the Vendor's request, to utilize the aircraft for their own purposes, provided the Vendor returns the aircraft one hour in advance of the departure time specified by the Government traveler. No standby charge shall accrue if this option is chosen, and no ferry time will be earned while the Vendor is operating the aircraft for their own purposes.

C8.3.3 **Helicopter Extended Standby** Extended Standby shall be paid for all services ordered by the Government and performed by the Vendor which extend beyond a nine hour period. Extended standby is applicable only to those crewmembers ordered by the Government and furnished by the Vendor and shall not exceed the applicable crew duty day. Extended standby is not intended to compensate the Vendor on a one-to-one basis for all hours necessary to service and maintain the aircraft, but is intended to provide the Vendor compensation for employee time that is specifically ordered by the Government and provided by the crewmember(s).

C8.3.4 **Helicopter Guarantee.**

C8.3 .4.1 When properly invoiced and reported on Form OAS-23, payment will be made for the greater of (1) actual flight time including required ferry, or (2) the total guarantee determined by multiplying the number of days of ordered service by the daily guarantee set forth on the OAS-11.

C8. 3.4.2 Payment of unflown guarantee will be computed at the guaranteed rate as set forth on the OAS-11, block 2.(1).

C8.3.5 **Co-pilot**. When a co-pilot is requested for service under this agreement, the co-pilot will be paid at the hourly rate set forth on the OAS-10/11 for actual flight time performed.

C8.3.6 **Relief Crew Reimbursement When Operating Away From The Vendor's Base of Operation.**

C8.3.6.1 A relief crew is not required. However, if requested by the Government and furnished by the Vendor, relief crewmember's reasonable cost of transportation to the work site will be paid by the Government. Payment for relief exchange away from the Vendor's base of operations is limited to mandatory exchanges that are required to meet the ARA specifications. The complement of relief crewmembers shall be the same as ordered.

C8.3.6.2 Costs are limited to the actual expense involved in transporting crewmembers, i.e. airline tickets, subsistence, salary (based upon current wage determination rates), car rentals, privately operated vehicles (POV) at the current Government rate for mileage ($ .375 per mile is the current rate).

C8.3.6.3 If transportation is provided by Vendor resources, the Vendor 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 CO or bureau representative, the expense for Vendor resources shall not exceed reasonable costs by common carrier.

C8.3.6.4 Claims for relief crew transportation expenses shall be supported by itemized invoices. The invoice shall include date and location of the relief exchange and the itemized costs of relief transportation.

C8.3.7 **Fuel Supply Expense**. The Vendor is responsible for the cost of all fuel required to perform under this agreement.

C8.3.7.1 If Government furnished fuel is provided, payments to the Vendor will be reduced by computing the gallons provided times the fuel cost based upon commercial rates at the nearest point fuel is commercially available to the work site.

C8.4 Additional Pay Items. Claims for additional pay items addressed herein shall be documented on the invoice for payment and supported by invoices(s) and/or document(s) as required below. Payment will not be made for additional pay items without supporting invoices(s) and/or documents(s).

C8.4.1 **Subsistence Allowance.** A subsistence allowance may be claimed for each authorized crewmember, for each overnight, including mandatory days off, when held away from the Vendor's base of operations (OAS-10/11, block A1). No partial subsistence amounts will be paid for any day in which there was no overnight (lodging) stay.

C8.4.1.1 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 Vendor will be paid an overnight allowance equal to the standard Federal Travel Regulation (FTR) rate (or high rate, if applicable). The Vendor 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 OAS-23) or;

(ii) Payment of actual lodging amount and M&IE rate not to exceed the maximum FTR rate PLUS lodging tax. An itemized lodging invoice detailing lodging cost and tax IS REQUIRED to be submitted with the Vendor's invoice and the OAS-23. Credit card receipts are not acceptable.

C8.4.1.2 The Vendor's invoice and the OAS-23 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.

C8.4.1.3 If the Vendor elects not to utilize Government provided meals and/or lodging, there shall be no payment for meals, lodging or transportation costs incurred by the Vendor for travel to alternate meal or lodging locations.

C8.4.1.4 No payment will be made for partial M&IE when the Vendor's crew is directed to operate in the field and returns to the operating base in the evening and no overnight occurs.

C8.4.1.5 If partial subsistence, either three meals or lodging, is provided by the Government, the Vendor will be paid at current FTR rates for the portion that is Vendor provided. Current rates established by the FTR are:

CONTERMINOUS 48 STATES
Standard
Meals and Incidental Expense - $31.00
Lodging - $55.00

ALASKA
Standard
Meals and Incidental Expense - $55.00
Lodging - $80.00

HAWAII
Standard
Meals and Incidental Expense - $61.00
Lodging - $72.00

For High Rate Areas See Internet site http://policyworks.gov and select Per Diem Rates. If needed, a hard copy list of localities where high rates are authorized will be provided to the Vendor upon request to DOI AM.

C8.4.2 **Airport Use Costs**. The Government will pay the Vendor for any airport use costs, such as tie downs or similar type costs, the Vendor is required to pay when ordered to operate from an airport other than the Vendor's operating base. Such costs, when in excess of $75.00, shall be supported by a paid itemized invoice.

C8.4.3 **Landing Fees**. The Government will pay the Vendor for all landing fees the Vendor is required to pay at all bases of operations. Such costs, when in excess of $75.00, shall be supported by a paid itemized invoice.

C8.4.4 **Out of State Miscellaneous Expenses**. The Government will pay the Vendor for miscellaneous costs the Vendor is required to pay when operating outside the state(s) in which the Vendor's operating base is located. This is intended to cover such items as licenses, permits or similar charges. Such costs, when in excess of $75.00, shall be supported by paid itemized invoice(s).

C8.4.5 **Miscellaneous Charges**. Miscellaneous charges for goods or services furnished by the Government, on behalf of the Vendor, will be deducted from amounts due under the agreement.

C8.4.6 **Seat Fares**. The Vendor may offer seat fares (fixed price tariff) under the Aircraft Rental Agreement. When seat fares are used as the form of compensation, the flight shall not be subject to the exclusive use and control of the Government and/or its traveler. However, the aircraft used must have a current approved Aircraft Data Card and the pilot must be in possession of a current DOI AM pilot card.

C8.4.6.1 Seat fares on flights with a scheduled air carrier means that the certificate holder has offered in advance the departure location, departure time, and arrival location.

C8.4.6.2 Seat fares shall be those rates, which have been submitted in advance by the Vendor and accepted by the Contracting Officer. The Vendor may revise its seat fares by notifying the Contracting Officer in writing. Seat fares shall be paid at the current approved rate on file for the date on which the trip was taken.

C8.4.6.3 The seat fare will be reported on an OAS-23, supported by a ticket receipt, itemizing the seat fare price and the transportation tax. The DOI traveler shall be responsible for the completion of the OAS-23 at the time the trip is taken.

C8.4.7 The Vendor will be paid the rate per mile stipulated below for a fuel servicing vehicle meeting the requirements of this agreement when it is ordered by the Government to provide support to the helicopter away from the designated base.

0 Gallons to 349 Gallons	$0.90 Per Mile
350 Gallons to 749 Gallons	$1.35 Per Mile
750 Gallons to 1,499 Gallons	$1.90 Per Mile
1,500 Gallons or more	$2.40 Per Mile

C9. ACCIDENT PREVENTION AND SAFETY

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

C9.1.1 Examples of these reports are paragraphs 14 CFR Part 135.415 Mechanical Reliability Reports and Part 135.417 Mechanical Interruption Summary Reports required of the Federal Aviation Regulations, 49 CFR Part 830, and FAA Form 8010-4, Malfunction or Defect Report.

C9.2 Following the occurrence of a mishap, the Contracting Officer (CO) will evaluate whether noncompliance or violation of provisions of the agreement, the Federal Aviation Regulations applicable to the Vendor'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 Vendor shall fully cooperate with the CO in the fulfillment of this clause.

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

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

C10. MISHAPS

C10.1 **Definitions**. As used throughout this agreement, 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 DOI AM Aviation Safety Manager (ASM) for DOI users or U.S. Forest Service (USFS) Aviation Safety Manager for USFS users.

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 Communiqué 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). Electronic access to the SAFECOM is available on the DOI AM web page at http://www.oas.gov.

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 Vendor of an aircraft for the Government shall immediately, and by the most expeditious means available, notify the National Transportation Safety Board (NTSB) AND the DOI AM ASM or USFS ASM when an "Aircraft Accident" or NTSB reportable "Incident" occurs.

C10.2.1 The ASM of the using department or agency 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 Vendor will provide the DOI AM/USFS ASM with information necessary to complete a NTSB Form 6120.1/2.

C10.3.2 The NTSB Form 6120.1/2 does not replace the Vendor's responsibility, within 5 days of an event, to submit to the DOI AM/USFS ASM 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 DOI AM.

C10.4 **Pilot Suspension.** See C1.7 contained herein.

C10.5 **Preservation Requirements.** The Vendor 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.

C10.5.1 The NTSB's release of the wreckage does not constitute a release by the CO.

C10.6 **Mishap Investigations.**

C10.6.1 The Vendor shall maintain an accurate record of all aircraft accidents, incidents, aviation hazards and injuries to Vendor or Government personnel arising in the course of performance under this agreement.

C10.6.2 Following a mishap, the Vendor will ensure that personnel (pilots, mechanics, etc.) associated with the aircraft will remain in the vicinity of the mishap until released by the CO or their designated representative. Further the Vendor fully agrees to cooperate with the agency during an investigation and make available 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 Vendor will be fully responsible for any cost associated with the reassembly, approval for return-to-service, and return transportation of any items disassembled by the Government.

C10.8 **Rescue and Salvage Responsibilities.** The cost of search, rescue and salvage operations made necessary due to causes other than negligent acts of a Government employee shall be the responsibility of the Vendor.

C11. FEDERAL AIRPORT AND AIRWAY EXCISE TAXES (Chapters 31 and 33 of the Internal Revenue Code, 26 U.S.C. 4041, 4261 et seq.) (Vendor Furnished Pilot) Chapters 31 and 33 of the Internal Revenue Code impose an excise tax on aviation in two ways (1) as a fuel tax and (2) as a transportation tax on transportation of passengers and cargo for aircraft having maximum certificate weights in excess of 6,000 pounds.

C11.1 **Fuel Tax**. If this agreement requires Vendor furnished fuel, the Vendor shall be responsible for payment of the fuel tax and shall include such taxes in his bid price.

C11.2 **Transportation Tax**. If the Vendor is required to pay the transportation tax for services under this agreement, the tax will be automatically calculated by the Government and the Vendor reimbursed for the amount of such taxes.

C11.2.1 **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 Vendor is responsible under the above paragraphs.

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

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

C11.3 If the Government is required to reimburse the Vendor both fuel tax and transportation tax for a service under this agreement, the Government is entitled to claim reimbursement from the Internal Revenue Service, the portion of the fuel tax not applicable to trust tax assessments.

C12. EXHIBITS TO THIS SECTION

C12.1 Exhibit A - Statement of Equivalent Rates for Federal Hires

C12.2 Exhibit B - Department of Labor Wage Determination for Pilot.

C12.3 Exhibit C – Suspension/Revocation Process – Pilot DOI Qualification Card

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (OCT 2003)

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

(1) 52.233-3, Protest after Award (AUG 1996) (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:

52-203-6	Restrictions on Subcontractor Sales to the Government (July 1995), with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
52.219-6	(5)(i) Notice of Total Small Business Set-Aside (June 2003) (15U.S.C. 644)
52.219-8	Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637 (d)(2) and (3)).
52.219-14	Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
52.222-21	Prohibition of Segregated Facilities (Feb 1999)
52.222-26	Equal Opportunity (April 2002) (E.O. 11246)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212)
52.222-36	Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38U.S.C. 4212)
52.225-16	Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).
52.232-34	Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

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

52.222-41 Service Contract Act of 1965, As amended (May 1989) (41 U.S.C. 351, *et. seq*.)
52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et. seq*.)
52.222-43 Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

EXHIBIT A

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

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

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

A.

EMPLOYEE CLASS	MONETARY WAGE
Aircraft Pilot, GS-11	$ 23.01
Fuel Servicing Vehicle Driver (Truck Driver, WG-5)	See Wage Determinations

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

C. Paid holidays are:

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

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

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

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

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

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

THE WAGES AND BENEFITS ON THIS PAGE ARE NOT MANDATORY
-FOR INFORMATION ONLY-

EXHIBIT C

SUSPENSION/REVOCATION PROCESS - PILOT DOI QUALIFICATION CARD

ACTION	RESPONSIBLE PARTY	TIME FRAME
1. Provide OAS written correspondence which indicates a serious safety concern.	Originator	As soon as possible.
2. Immediately contact the pilot and discuss the safety concern. If warranted, suspend the pilot from performing DOI pilot privileges and request the DOI pilot qualification card be returned to OAS. Inform the OAS Director of actions.	OAS Regional or Area Director, or OAS Director-designated representative.	Within a reasonable time frame.
3. Upon request, provide OAS with a written response to the safety concern.	Pilot	Within 10 working days of receiving written notice.
4. Complete an investigation into the facts and circumstances surrounding the safety concern.	OAS Regional or Area Director, or OAS Director-designated representative.	Within 30 working days of receipt of pilot's statement.
5. Notify the pilot in writing of the investigation findings, decision, and pilot status.	OAS Regional or Area Director, or OAS Director-designated representative.	Within 10 working days following the completion of the investigation.
6. Upon written notice of a revocation decision, a pilot may request the OAS Director to reconsider the decision if additional substantive evidence is presented.	Pilot	Within 10 working days following receipt of decision.
7. Upon receiving a pilot's written request and additional evidence, the OAS Director will reconsider a revocation decision.	OAS Director	Within a reasonable time frame.

A Pilot Review Board (PRB) may be convened in accordance with established procedures to assist in the collection and examination of evidence, and make recommendations on pilot status at any stage of the process.

Timeframes may be extended with the written approval of the OAS Regional or Area Director.

Correspondence will be sent certified mail, return receipt requested.

Note: The references to OAS above are now accomplished by the DOI AM.

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2003) [TAILORED Feb 2003]

(a) **Submission of offers**. To be considered for award of an Aircraft Rental Agreement, Vendors must complete and submit the following to our office.

(1) Completed and Signed SF-1449

(2) Signed and dated OAS-10 or 11 (as appropriate)

(3) Section E, Offeror's Representations and Certifications

(4) W-9 Form, Request For Taxpayer Identification Number and Certification

(5) OAS-64A or OAS-64B, Interagency Pilot Qualifications and Approval Record

(6) Evidence of required insurance coverage submitted by your insurance company. Evidence of Hull insurance should be submitted when offering without pilot flight rates.

(7) A complete copy of your FAA Operations Specifications (FAA Form 8400-8)

Note: The NAICS code and small business size standard for this acquisition is 481211 and 1,500 employees, respectively.

(8) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding $25,000, and offers of $25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at *http://www.dnb.com*. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(9) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at *http://www.ccr.gov* or by calling 1-888-227-2423 or 269-961-5757.

(b) **Agreement.** The Government will evaluate offers and if acceptable, establish a sufficient number of agreements to meet bureau anticipated needs at various geographic locations. The vendor's initial offer should contain the best terms and conditions from a price standpoint.

(c) **Additional Information.**

(1) The Government reserves the right to award by facsimile. However, if requested to do so by the Contracting Officer, the offeror agrees to promptly submit the originally signed offer.

(2) Offerors may submit price changes on OAS-10/11's, and acknowledge modifications by facsimile. Facsimile OAS-10/11's and modifications must contain the required signatures.

(3) If the offeror chooses to transmit a facsimile offer or modification, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile.

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

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

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

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-
  (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected as defined in 38 U.S.C. 101(16).

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

"Veteran-owned small business concern" means a small business concern-
(1) Not less than 51 of which is owned by one or more veterans (as defined by 38 U.S.C. 101(2)) or, in the case of publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--
(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701).* (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

☐ TIN: _____.
☐ TIN has been applied for.
☐ TIN is not required because:
☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
☐ Offeror is an agency or instrumentality of a foreign government;
☐ Offeror is an agency or instrumentality of a Federal Government.

(4) Type of Organization

☐ Sole proprietorship;
☐ Partnership;
☐ Corporate entity (not tax-exempt);
☐ Corporate entity (tax-exempt);
☐ Government entity (Federal, State, or local);
☐ Foreign Government;
☐ International organization per 26 CFR 1.6049-4;
☐ Other _____.

(5) *Common Parent*.

☐ Offeror is not owned or controlled by a common parent;
☐ Name and TIN of common parent:
Name_____
TIN_____

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States, or its outlying areas. Check all that apply.

(1) *Small business concern*. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.[Complete only if the offeror represents itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern. [Complete only if the offeror represents itself as a small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern. (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it ☐ is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* (not applicable to this solicitation.)

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* (Not applicable to this solicitation.)

(9) *HUBZone small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents as part of its offer that—

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in
ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
(ii) it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(9)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:* _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation

(d) *Representations required to implement provisions of Executive Order 11246--*

(1) *Previous Contracts and Compliance.* The offeror represents that--
(i) It [ ] has, [ ] has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation, and
(ii) It [ ] has, [ ] has not, filed all required compliance reports.
(2) *Affirmative Action Compliance.* The offeror represents that--
(i) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or
(ii) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352)*. (Applies only if the contract is expected to exceed $100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act Certificate.* (Not applicable to this solicitation.)

(g) *Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program.* (Not applicable to this solicitation.)

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-
(1) [ ] Are, [ ] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
(2) [ ] Have, [ ] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
(3) [ ] Are, [ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126*). (Not applicable to this solicitation)

(End of Provision)

CONTRACTOR IDENTIFICATION NUMBER DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER

(a) "Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number," which is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) Contractor identification is essential for comply with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the space provided, the DUNS number which identifies the offeror's name and address exactly as stated in the offer: _____ _____ _____ _____ _____ _____ _____ _____ _____

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

(1) Company name.
(2) Company address.
(3) Company telephone number
(4) Line of business.
(5) Chief executive officer/key manager.
(6) Date the company was started.
(7) Number of people employed by the company.
(8) Company affiliation

(d) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at http://www.dnb.com/us . If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet: customerservice@dnb.com.

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

PAYEE/COMPANY INFORMATION

NAME_____ SSN NO. OR TAXPAYER I D NO_____

ADDRESS_____

CONTACT PERSON NAME_____TELEPHONE NUMBER:_____

FINANCIAL INSTITUTION INFORMATION

NAME:_____

ADDRESS:_____

ACH COORDINATOR NAME:_____TELEPHONE NUMBER:_____

NINE-DIGIT ROUTING TRANSIT NUMBER;DEPOSITOR ACCOUNT TITLE:____ ____ ____ ____ ____ ____ ____ ____ ____

DEPOSITOR ACCOUNT NUMBER:_____LOCKBOX NUMBER:_____

TYPE OF ACCOUNT: CHECKING_____ SAVINGS_____ LOCKBOX_____

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL:_____

TELEPHONE NUMBER: (Could be the same as ACH Coordinator)_____

Form **W-9**
(Rev. January 2003)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See **Specific Instructions** on page 2.

Name

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)
U. S. Department of The Interior
Aviation Management
300 E. Mallard Dr., Suite 200
Boise, ID 83706-3991

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Note: *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
| | | – | | – | | | |

or

Employer identification number
| | – | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item **2** above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item **2** does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here **Signature of U.S. person ▶** **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515,** Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% **after** December 31, 2003; 28% **after** December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under **4** above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9.**

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: *You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).*

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: *If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.*

Exempt payees. Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);

2. The United States or any of its agencies or instrumentalities;

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or

5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

6. A corporation;

7. A foreign central bank of issue;

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

9. A futures commission merchant registered with the Commodity Futures Trading Commission;

10. A real estate investment trust;

11. An entity registered at all times during the tax year under the Investment Company Act of 1940;

12. A common trust fund operated by a bank under section 584(a);

13. A financial institution;

14. A middleman known in the investment community as a nominee or custodian; or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, **1** through **15.**

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for **9**
Broker transactions	Exempt recipients **1** through **13.** Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients **1** through **5**
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients **1** through **7** [2]

[1] See **Form 1099-MISC**, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note: *See the chart on page 4 for further clarification of name and TIN combinations.*

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5,** Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at **www.ssa.gov/online/ss5.html**. You may also get this form by calling 1-800-772-1213. Use **Form W-7,** Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4,** Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at **www.irs.gov**.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: *Writing "Applied For" means that you have already applied for a TIN* ***or*** *that you intend to apply for one soon.*

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

Signature requirements. Complete the certification as indicated in **1** through **5** below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item **2** in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item **2** of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] **You must show your individual name,** but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: *If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.*

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.