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STANDARD FORM 1449

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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER	PAGE 1 OF 97
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER AG-43N9-S-13-0002	6. SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Gloria Sanders		b. TELEPHONE NUMBER (No collect calls) (404)347-4023	8. OFFER DUE DATE/ LOCAL TIME	
9. ISSUED BY U.S. FOREST SERVICE – CONTRACTING 1720 Peachtree Road Suite 876S Atlanta, GA 30309		CODE	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100% FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 481212 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (EDWOSB) <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A) SIZE STANDARD: 1,500 Employees		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	
15. DELIVER TO		CODE	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		
17a. CONTRACTOR/OFFEROR		CODE	16. ADMINISTERED BY		CODE
			See Block 9		
TELEPHONE NO. _____ NINE-DIGIT DUNS NO. _____		18a. PAYMENT WILL BE MADE BY			
		ALBUQUERQUE SERVICE CENTER INCIDENT BUSINESS – CONTRACTS 101B SUN AVENUE, NE ALBUQUERQUE, NM 87109			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE
	SEE SECTION B (ATTACHED) CALL WHEN NEEDED LIGHT FIXED WING AIRCRAFT SOUTHERN REGION (R8)				
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPY TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.			<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNED (Type or print)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

**SECTION B
SUPPLIES OR SERVICES AND PRICE**

B-1 SCHEDULE OF ITEMS

This is a Basic Ordering Agreement (BOA) for fully operated and maintained light fixed wing aircraft services on a Call-When-Needed (CWN) basis. Services shall be rendered throughout the Southern Region (R 8) of the United States Forest Service (USFS). Aircraft shall meet the requirements of this schedule and the specifications included herein. Offerors shall list each aircraft to be considered for award.

Mission Codes

A. Point-to Point	D. Resource Reconnaissance
B. Air Tactical	E. Other (i.e., Mountain Remote)
C. Fire Reconnaissance	

Note: Mission Codes, Weight and Fuel Charts and Equipment Codes apply to all years to include the Base Year and four (4) option years (FY 2014 through FY 2018).

Note: Region 8 will not award to offers of only Point-to-Point Aircraft services.

Note: Any aircraft offered for Air Tactical shall meet the Air Tactical Type 1 Standard. Region 8 will not award to bidders for any other type of Air tactical standards. Such aircraft will be considered for Reconnaissance only.

**SECTION B
 SUPPLIES OR SERVICES AND PRICE**

AIRCRAFT				HOURLY RATES										
Item No.	Tail No.	Make Model Year	Mission Codes ¹	Flt Rate Base Year	Flt Rate 2015	Flt Rate 2016	Flt Rate 2017	Flt Rate 2018	Ordered Standby Rate Base Year	Ordered Standby Rate 2015	Ordered Standby Rate 2016	Ordered Standby Rate 2017	Ordered Standby Rate 2018	Add'l Pilot Rate
1.														
2.														
3.														
4.														
5.														
6.														

**SECTION B
 SUPPLIES OR SERVICES AND PRICE**

**OFFERED AIRCRAFT
 (Contractor to Complete this Chart)**

Item No.	Empty Weight	HP	Fuel (1)	Fuel Type J = Jet A L = Low Lead	Maximum Certified Gross Weight	Equipment & Capacity Code (2)
1.						
2.						
3.						
4.						
5.						
6.						

(1) Fuel consumption expressed in gallons per hour at 65% power, at 5,000 feet MSL, at ISA, as stated in Aircraft Flight Manual.

(2) Use Key Below

Note: List additional aircraft on separate sheet using same format.

EQUIPMENT CAPACITY CODES

A.	Single Engine – (# of seats: ____) Indicate on chart # of seats following the code. (i.e., A 2 = single engine with 2 seats)
B.	Multi Engine – (# of seats: ____) Indicate on chart # of seats following the code (i.e., B 4 = multi engine with 4 seats)
C.	Large Cargo Doors
D.	High Wing
E.	Low Wing
F.	Turbocharged
G.	Turboprop
H.	Jet
I.	Pressurized
J.	Non-Pressurized
K.	Oxygen
L.	Air Tactical Avionics Type 1

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M.	Air Tactical Avionics Type 2
N.	Air Tactical Avionics Type 3
O.	Air Tactical Avionics Type 4
P.	Relief Pilot(s) Available
Q.	Infrared
R.	RESERVED
S.	Aerial Photography
T.	TCAS/TCAD
U.	Floats: 1. Amphibious 2. Straight
V.	Other

***Note:** In pressurized and non-pressurized aircraft, Pilots shall meet 14 CFR Part 135 Oxygen Requirements.

B-2 GOVERNMENT FURNISHED PILOT

Contractor will will not authorize performance of work under the agreement by a Government Pilot. Note Government requirements in Section C-39.

Flight rate w/o Pilot: _____
 2013

B-3 HOME BASE (Base from which aircraft would normally be available)

Offeror shall enter the location of their home base. The same aircraft number will not be awarded /administered under more than one Forest Service CWN agreement within the Southern Region.

 Location (Physical Address) State

Note: Offers for furnishing services on a “Call-When-Needed” Basis are being solicited from operators/contractors located in the USFS Region 8 (Southern Region).

B-4 TAXES

Taxes shall be included in your agreement price in accordance with FAR Clause 52.212-4(k). The contract price includes all applicable Federal, State, and local taxes and duties.

**SECTION B
SUPPLIES OR SERVICES AND PRICE**

B-5 MAINTENANCE CAPABILITY

Contractor shall provide the name and address of the Director of Maintenance and the repair facility:

Director of Maintenance (Name)	Business Address
Cell Phone No.	Phone No. Fax No.

Repair Facility	Business Address
	Phone No. Fax No.

The Government may inspect the Contractor's operation and maintenance facilities prior to award.

B-6 PERFORMANCE PERIOD

The performance period for the CWN agreement shall be in effect for a period of up to five fiscal years. The Base year will be effective 10/1/2013, with four (4) optional year periods. The fiscal year begins October 1, and ends on September 30 each year.

B-7 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)

The Contractor Performance Assessment Reporting System (CPARS) shall be used by the Forest Service to track performance. For details, please visit, <http://www.cpars.gov/>

SECTION C
DESCRIPTION/ SPECIFICATIONS

C-1 SCOPE OF AGREEMENT

(a) The Government wishes to obtain services on a call when needed (CWN) basis of light fixed wing aircraft fully operated by qualified contractor personnel and equipped to meet specifications for use in administration and protection of Public Lands throughout the Southern Region (Region 8).

(b) The aircraft furnished shall be used for fire support, project, law enforcement, and administrative flights. If the Contractor agrees to perform law enforcement flights, such agreement shall be in writing.

(c) The Government has Interagency and Cooperative agreements with Federal and State Agencies and private landholders. Aircraft may be dispatched under this agreement for such use.

C-2 GENERAL CERTIFICATIONS

(a) Contractors shall hold a current Federal Aviation Administration (FAA) Air Carrier or Operating Certificate. Aircraft offered shall be listed by make, model, series, and registration number on the Operators 135 Certificate.

(b) Aircraft shall conform to its approved type design, be maintained and operated in accordance with the requirements of the 14 CFR 135 notwithstanding the aviation regulations of the States in which the aircraft may operate except those requirements specifically waived by the CO.

C-3 GOVERNMENT FURNISHED PROPERTY

(a) If Government Furnished Property (GFP) is provided, the Contractor shall be required to sign a property receipt document. Upon Government request, GFP shall be returned to the Government in accordance with GFP (Short Form) FAR Clause 52.245-1 (Apr 2012).

C-4 AIRCRAFT REQUIREMENTS

(a) Aircraft Performance Requirements

(1) Single engine aircraft shall have a power loading of not more than 13.5 pounds per horse power.

(2) Each takeoff shall meet aircraft climb performance requirements of 14 CFR.

(a) Positive single engine rate of climb when equipped for the contract and carrying a pilot weighing 200 lbs, one observer weighing 220 lbs, fuel for 4 hours plus a 30 minute reserve, @ 5000 ft. pressure altitude @ ISA- plus 33.

(3) Multi engine aircraft shall be capable of at least 200 horse power per engine; any engine developing less than 240 horse power shall be turbo/super charged.

(4) Cruise speed of 165 knots True Airspeed (TAS) @ 8000 ft. – ISA plus 20

(5) Cruise endurance of 4 hours @ 8000 ft – ISA plus 20 C plus a 30 minute reserve

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(b) Aircraft condition and equipment. The aircraft shall be in airworthy condition throughout the performance period. All equipment required for original certification shall be installed and operable or be deferrable by an FAA approved Minimum Equipment List (MEL).

(1) All aircraft furnished under this agreement shall be operable, free of damage, and in good working order. Aircraft systems and components shall be free of leaks, except within limitations specified by the manufacturer.

(2) The aircraft interior shall be clean and neat. There shall be no un-repaired tears, rips, cracks, or other damage to the interior. All interior materials shall meet FAA standards.

(3) The aircraft exterior finish, including the paint, shall be clean, neat, and in good condition (i.e., no severe fading or large areas of flaking or missing paint etc.) Military or other low visibility paint schemes are unacceptable. Any corrosion shall be within manufacturer or FAA acceptable limits.

(4) All windows and windshields shall 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 as permanent repairs. Prior to acceptance, all temporarily repaired windows and windshields shall have permanent repairs completed or shall be replaced.

(5) Fire extinguishers, as required by 14 CFR 135.155, shall be hand-held bottle(s), with a minimum of 1.5 lbs capacity and 2-B:C rating. Fire Extinguishers shall be maintained in accordance with current NFPA 10 standards and mounted with a quick release attachment accessible to the flight crew while seated.

(6) Each aircraft shall carry current copies of the following:

(i) Basic Ordering Agreement and all modifications.

(ii) Department of Transportation (DOT) Exemption 9198, the Interagency Aviation Transport of Hazardous Materials Handbook/Guide (NFES 1068) and the Emergency Response Guide (ERG) if required.

(iii) Aeronautical charts covering area of operation

(7) Flight Hour Meter. Each aircraft shall be equipped with a flight hour meter, installed in a location observable by the pilot and front seat observer while seated. The meter shall measure actual flight time from takeoff to landing in hours and tenths.

(8) Cargo Restraint. The Contractor shall furnish tie downs, net(s), or cargo straps meeting requirements of 14 CFR to restrain cargo while in flight.

(9) Safety Belts. The aircraft furnished under this agreement shall have safety belts for all occupants and shoulder harnesses for front seat occupants meeting requirements of 14 CFR. The shoulder strap and lap belt shall fasten with a metal to metal single point quick release mechanism. Military style harnesses are acceptable. All occupants shall meet the above requirements during takeoffs and landings, when flying within 1,000 feet of the ground, and at other times as specified by the Pilot.

**SECTION C
 DESCRIPTION/ SPECIFICATIONS**

Lap belt and shoulder harness condition; the following are NOT acceptable:

- (i) 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.
- (ii) 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.
- (iii) Stitches. Broken or missing stitches, severe fading or discoloring, inconsistent stitch pattern.
- (iv) Technical Standard Order (TSO) Tags (see 14 CFR 21.607). Missing or illegible tags are unacceptable unless inspection can confirm the suitability of installed equipment.
- (v) 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.

(10) First Aid Kit (Aeronautical). First aid kit shall be in a dust-proof and moisture-proof container. The kit shall be readily accessible to the Pilot and passengers. At a minimum, the contents shall include the following items:

Item Description	Quantity
Adhesive bandage strips (3 inches long)	8
Antiseptic or alcohol wipes (packets)	10
Bandage compresses, (4 inches)	4
Triangular bandage compresses, 40 inch (sling)	2
Roller bandage, 4 inch x 5 yards (gauze)	2
Adhesive tape, 1 inch x 5 yards (standard roll)	1
Bandage scissors	1
Body Fluids Barrier Kit:	1
2-pair of non-latex surgical gloves	
1-face shield	
1-mouth-to-mouth barrier	
1-protective gown	
2-antiseptic towelettes	
1-biohazard disposal bag	

Note: Splints are recommended if space permits.

Kits may be commercially available types which are FAA approved for the appropriate number of crew and passengers carried.

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(11) Survival Kit. Aircraft carded for any mission designations other than point-to-point only shall have sufficient equipment to sustain personnel for a 24-hour period. As a minimum, the survival kit shall include the following:

- Knife
- Signal Mirror
- Aviation-type Signal Flares (6-each)
- Matches (2-small boxes in waterproof containers)
- Magnesium Fire Starter
- Space Blanket (1-per occupant)
- Water (1-quart per occupant – not required when operating over areas with adequate drinking water)
- Collapsible Water Bag
- Food (2-days emergency rations per occupant)
- Candles
- Whistle
- Nylon Rope or Parachute Cord (50 feet)

Suggested additional survival kit items (appropriate to the geographic area.)

- Individual First Aid Kit
- Container w/carrying Handle or Straps
- Large Plastic Bags
- Signal Panels
- Flashlight with Spare Batteries
- Hand Saw or Wire Saw
- Collapsible Shovel
- Sleeping Bag (1-per two occupants)
- Survival Manual
- Snowshoes
- Axe or Hatchet
- Insect Repellant
- Insect Head net (1-per occupant)
- Gill Net/Assorted Fishing Tackle
- Personal ELT
- Sunscreen

Note: A hand-held 760 channel VHF transceiver radio or satellite phone is recommended. It should be located on a crewmember rather than placed in the aircraft survival kit.

SECTION C
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C-5 AIRCRAFT MAINTENANCE

- (a) All aircraft shall be maintained to 14 CFR Part 43, 91, and 135 standards. The Contractor shall provide or arrange for sufficient maintenance capability to keep the aircraft in airworthy condition.
- (b) The Contractor shall identify the maintenance facilities and/or maintenance personnel used to fulfill the requirements of this agreement.
- (c) Aircraft operated with components and accessories on FAA approved Time Between Overhaul (TBO) extension programs are acceptable, provided the Contractor who provides the aircraft is the holder of the approved extension authorization (not the owner if the aircraft is leased), and shall operate in accordance with the extension.
- (d) Compliance with applicable mandatory manufacturer's service bulletins, alert service bulletins, and safety of flight bulletins as required by FAA Operations Specifications; FAA Airworthiness Directives (AD); and the correction of maintenance deficiencies shall be accomplished prior to delivery and continue during agreement period of performance. If referenced in Section B, schedule of items, additional mandatory manufacturer's service bulletins, alert service bulletins or safety of flight bulletins shall be required.
- (e) All maintenance shall be accomplished in accordance with the standards established by 14 CFR Part 43, 91, and 135, and the manufacturer's instructions and in accordance with those procedures established in the Contractor's maintenance program approved under 14 CFR Part 135 Operations Specifications.
- (f) A copy of the current maintenance record required by 14 CFR 91.417 shall be kept at the Home Base or maintenance facility.
- (g) A functional check flight shall be performed at the Contractor's expense following overhaul, repair, and replacement of any engine (installations of reciprocating engines that are new, rebuilt, or overhauled shall accumulate 3-hours of operation, including 2 hours in flight, prior to Government use), power train, or control equipment, and following any adjustment of the flight control systems before the aircraft resumes service. The result of any test flight shall be logged in the aircraft flight records by the Pilot. Results of test flights shall be reported to the U.S. Forest Service Aircraft Maintenance Inspector (AMI) before the aircraft is returned to service.
- (h) When any non-scheduled maintenance or repairs are performed due to mechanical or equipment deficiencies, an AMI and the Contracting Officer (CO) shall be notified before the aircraft performs any ordered services.
- (i) The Interagency Airplane Data Record Card or Point-to-Point Aircraft Data Card shall be posted inside the aircraft.
- (j) The aircraft's required weight and balance data shall be determined by actual weighing of the aircraft every 36 calendar months for multi-engine aircraft. Mission Use Only single engine aircraft shall be weighed within the previous 5 years.

All weighing of aircraft shall be performed on scales that have been certified within the previous 12 months. The certifying agency may be any accredited weights and measures laboratory.

SECTION C DESCRIPTION/ SPECIFICATIONS

C-6 AIRCRAFT AND EQUIPMENT SECURITY

(a) The security of Contractor provided aircraft and equipment is the responsibility of the Contractor.

(b) Aircraft shall be electrically and/or mechanically disabled by two independent security systems whenever the aircraft is unattended. Deactivating security systems shall be incorporated into preflight checklists to prevent accidental damage to the aircraft or interfere with safety of flight.

(c) Examples of Unacceptable disabling systems are:

(1) Locked door/windows; and/or

(2) Fenced parking areas.

C-7 AVIONICS REQUIREMENTS

Required avionics systems and Contractor offered avionics/communication equipment shall meet the performance specifications as specified in FS/AMD A-24 at:
www.nifc.gov/NIICD/documents.html

C-8 FURNISHED AVIONICS SYSTEMS

The following required avionics systems shall be furnished, installed, and maintained by the Contractor in accordance with the manufacturer's specifications and the installation and maintenance standards. Point-to-point flights require no additional systems other than those required by 14 CFR Part 135.

(a) Aircraft Avionics. The use of VHF-FM mobile (vehicle type) radios in aircraft is prohibited.

(b) Aircraft operating to or from airfields or airstrips designated as Category 4 and are not otherwise conducting a type of reconnaissance flight, Resource Reconnaissance, Fire Reconnaissance, and other special mission aircraft shall be configured as required by use defined in this section. The operating capabilities of this equipment shall be that as defined below.

(1) All aircraft operating to or from airfields or airstrips designated as Category 4 (Mountain/Remote), Resource Reconnaissance, Fire Reconnaissance, and other special mission aircraft will have as a minimum the following basic avionics listed in (1) & (2), for **air tactical missions** the avionics listed in (c) (1) through (5) apply:

(i) An Emergency Locator Transmitter (ELT).

(ii) An Aeronautical VHF-AM Radio Transceiver (VHF-1).

(iii) Instruments and lighting for 14 CFR Part 135 night VFR operations (135.159 & 135.161).

(iv) A GPS Unit.

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(v) An Automated Flight Following (AFF) system.

and

(vi) One (minimum) VHF-FM Aeronautical Antenna.

or

(vii) Provisions for one (minimum) Auxiliary VHF-FM Portable Radio (AUX-FM).

or the following three (3) items.

(viii) An Audio Control System.

(ix) An Aeronautical P25 Digital VHF-FM Radio Transceiver (FM-1). Only FHP aircraft may use certain analog aeronautical VHF-FM radio transceivers

(x) An Intercommunications System.

(2) Additional Fire Reconnaissance Requirements. Fire Reconnaissance aircraft shall have a dedicated Air Guard receiver.

(c) Air Tactical Aircraft. All Air Tactical aircraft shall be configured as required by Type(s) defined in this section. The operating capabilities of this equipment shall be that as defined below.

(1) All Air Tactical Types:

(i) An Emergency Locator Transmitter (ELT).

(ii) Two 760 channel Aeronautical VHF-AM Radio Transceivers (VHF-1 & VHF-2).

(iii) Instruments and lighting for 14 CFR Part 135 night VFR operations (135.159 & 135.161).

(iv) A Transponder, Altitude Encoder and Static Systems.

(v) An Automated Flight Following (AFF) system.

Note: Regardless of available aircraft equipment or capabilities, Supplemental Air Attack Kit installations in any Type shall not elevate the aircraft's capability beyond that Type for which the aircraft would normally be carded, if the supplemental radio kit were removed.

Note: If an approved Traffic Advisory System (TAS) is furnished, the aircraft shall be identified as a "Type I with TAS" or a "Type II with TAS".

(2) Type I:

(i) A Panel Mounted GPS Unit.

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(ii) Separate Audio Control Systems for the PIC and SIC/ATGS.

(iii) A set of audio/mic jacks with PTT capability in the rear seat for an ATGS instructor connected to the SIC/ATGS's audio control system. A separate Audio Control System for the instructor is acceptable.

(iv) Two permanently installed Aeronautical P25 Digital VHF-FM Radio Transceivers (FM-1 & FM-2).

(v) An Intercommunication System

and either

(vi) Provisions for an Auxiliary VHF-FM Portable Radio (AUX-1).

or

(vii) A third Aeronautical P25 Digital VHF-FM Radio Transceiver (FM-3).

(d) Selected Additional Avionics Requirements. The following additional items may be required to meet local needs. When the option block is checked, the operator shall install and maintain the checked equipment. If an item is checked and already is a required item, then the checked item is an additional requirement. The operating capabilities of this equipment shall be that as defined below.

- An Accessory Power Source.
- A second Aeronautical VHF-AM 760 Channel Radio Transceiver (VHF-2).
- A third Aeronautical VHF-AM 760 Channel Radio Transceiver (VHF-3).
- An Aeronautical P25 Digital VHF-FM Radio Transceiver (FM-1).
- A second Aeronautical P25 Digital VHF-FM Radio Transceiver (FM-2).
- A third Aeronautical P25 Digital VHF-FM Radio Transceiver (FM-3).
- Provisions for an Auxiliary VHF-FM Portable Radio (AUX).
- VHF-FM Programming Port.
- A UHF Aeronautical Radio Transceiver (UHF).
- A Low Band Aeronautical Radio Transceiver (LB).
- A Non-Standard VHF-FM Aeronautical Transceiver (FM) for communications with the Forest Service.
- A Non-Standard UHF Aeronautical Transceiver (UHF) for communications with the Forest Service.
- A Non-Standard 700-800 MHz Aeronautical Transceiver (800) for communications with the Forest Service.
- A VHF-FM Aeronautical Antenna.
- A UHF Aeronautical Antenna.

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- A Low Band Aeronautical Antenna.
- A Panel Mounted GPS Unit in lieu of a Handheld GPS Unit.
- A GPS with Moving Map.
- A GPS Data Connector.
- A panel mounted VOR receiver system.
- Provisions for IFR operation meeting 14 CFR Parts 135.163 & 135.165.
- The floor space between the Pilot and Co-Pilot/observer seats shall be free of all obstructions for supplemental radio kit installation.
- A Transponder, Altitude Encoder and Static Systems (Reconnaissance).
- A DME system.
- A Traffic Advisory System (TAS)(For Type I Air Tactical Platforms)
- An Audio Control System.
- A separate Audio Control System for the ATGS instructor.
- An Intercommunication System for the PIC and SIC/observer.
- An Intercommunication System for the PIC, SIC/observer and all passengers.

(e) Specifications. These are the definitions of acceptable equipment for those configurations defined above.

All required avionics systems shall be furnished, installed, and maintained by the Contractor in accordance with the manufacturer's specifications and the installation and maintenance standards of this section.

(1) ACCESSORY POWER SOURCE. A power connector (MS3112E12-3S) protected by a 10 amp circuit breaker directly connected to the avionics or aircraft power buss. The connector shall be permanently mounted in a location convenient to the SIC/observer. Pin A shall be +24 VDC in 24 volt aircraft, Pin B shall be aircraft ground, and Pin C shall be +12 VDC in 12 VDC aircraft. NEVER apply power to both Pins A and C simultaneously. See FS/AMD-A16 available at: www.nifc.gov/NIICD/documents.html

(2) COMMUNICATION SYSTEMS

(i) Emergency Locator Transmitter (ELT). An automatic-portable/automatic-fixed or automatic-fixed ELT utilizing an external antenna and meeting the same requirements as those detailed for airplanes in 14 CFR 91.207 (excluding section f.), shall be installed per the manufacturer's installation manual, in a conspicuous or marked location. ELTs certified under TSO-91 are not acceptable.

Note: After January 31, 2009, only ELTs transmitting on 406 MHz (TSO-C126 type) will be detected by satellites. The FAA recommends that any new ELT be a TSO-C126 type with a GPS/FMS interface and be registered with the National Oceanic and Atmospheric Administration (NOAA).

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(ii) Aeronautical VHF-AM Radio Transceiver (VHF). A panel mounted aeronautical VHF-AM radio transceiver operating in the frequency band of 118.000 to 136.975 MHz, with a minimum of 760 channels in no greater than 25 kHz increments, and a minimum of 5 watts carrier output power. For aircraft operating to or from airfields or airstrips designated as Category 4, Resource Reconnaissance, and Fire Reconnaissance aircraft where a second VHF-AM radio is required (VHF-2), the second radio may be a 720 channel transceiver. All Air Tactical aircraft shall utilize only 760 channel transceivers. **All Air Tactical aircraft shall utilize only 760 channel transceivers.**

(iii) Aeronautical P25 Digital VHF-FM Radio Transceiver (FM). For a list of currently acceptable VHF-FM radios, visit: www.nifc.gov/NIICD/documents.html

(A) The transceiver shall operate from 150 to 174 MHz, permit the operator to program any usable frequency within that band while in flight, provide operator selection of wide-band (25 kHz bandwidth/5 kHz modulation), narrow-band (12.5 kHz bandwidth/2.5 kHz modulation) and P25 digital operation by channel for MAIN and AIR GUARD operation. Transceivers shall be set to operate in the narrowband mode (typically indicated with a lower case "n") unless local requirements dictate otherwise.

(B) Carrier output power shall be 6 to 10 watts nominal. The transceiver shall be capable of displaying receiver and transmitter operating frequency. Transceivers shall provide both receiver and transmitter activation indicators for MAIN and AIR GUARD. Simultaneous monitoring of both MAIN and AIR GUARD (168.6250 MHz) is required. Scanning of AIR GUARD is not acceptable. AIR GUARD communications may only be used for: Emergencies; initial call; recall; and redirection.

(C) A CTCSS sub-audible tone encoder with a minimum of 32 standards selectable tones, meeting the current TIA/EIA-603 standard, shall interface with the above transceiver. The encoder shall encode a 110.9 Hz tone on all AIR GUARD transmissions.

(D) The transceiver's operational controls shall be mounted in a location that is convenient to both PIC and SIC/observer.

(E) Aircraft having two or more Aeronautical P25 Digital VHF-FM Radio Transceivers (FM-1 & FM-2) need only have an AIR GUARD receiver in one transceiver. This paragraph is not applicable to Air Tactical aircraft.

(F) The following Aeronautical P25 Digital VHF-FM Radio Transceivers are known to be acceptable.

Technisonic Industries	TDFM-136 TDFM-136A
Northern Airborne Technology	NPX136D-070

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(G) All VHF-FM transceivers (aeronautical, mobile, and portable) furnished to meet the requirements of this agreement shall be P25 digital. Only P25 digital compliant transceivers will be acceptable. Aeronautical P25 Digital VHF-FM Radio Transceivers shall meet FS/AMD A-19. The requirements can be found at: www.nifc.gov/NIICD/documents.html.

(H) All P25 digital radios will operate with current software as listed on www.nifc.gov/NIICD/hotsheet/hotsheet.html. Software versions identified on this website by October 1st will be acceptable for the following year. The only exception is more up-to-date software versions as released by the manufacturer. P25 digital radios without a software version listing will be upgraded to the current version within six months of release by the manufacturer.

As an example, Technisonic releases a new software version for their TDFM-136 radio on August 1st. The above website lists this new software version on September 15th. Therefore, all TDFM-136 radios must operate with this new software by January 1st. However, if the website did not list this new software until October 10th, the software would not be required until the end of the following year.

(iv) Provisions for Auxiliary VHF-FM Portable Radio (AUX-FM):

(A) The Contractor shall provide the necessary interface for installing and properly operating an auxiliary VHF-FM portable radio through the aircraft's audio control system(s) (AUX). The interface shall consist of the appropriate wiring from the audio control system, terminate in an MS3112E12-10S type connector and utilizing the contact assignments as specified by drawing FS/AMD-17 ; AUX-FM RADIO INTERFACE, at the following website: www.nifc.gov/NIICD/documents.html

(B) A weatherproof, external, broadband antenna (Comant type CI-177-1 or equal) covering the 150-174 MHz band, with associated RG-58A/U (or equivalent) coaxial cable and connector, terminated in a bulkhead-mounted, female BNC connector adjacent to the above 10-pin connector.

(C) Mounting facilities, in accordance with the specifications of FAA Advisory Circular AC 43.13-2A, for secure installation of the auxiliary VHF-FM portable radio in the cockpit shall be provided (Field Support Services (www.helifire.com) AUX-EPH-RB or equivalent).

The location of the mounting facilities shall be such that, when connected with an 18-inch adapter cable, allows the SIC/observer full and unrestricted movement of the radio's controls.

(D) Positive-polarity microphone excitation voltage shall be provided to the AUX-FM system from the aircraft DC power system through a suitable resistor network. A blocking capacitor shall be provided to prevent the portable radio microphone excitation voltage from entering the system.

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Sidetone for the AUX-FM shall also be provided (NAT AA34, Premier PA-34, or equivalent).

(E) In lieu of the above AUX-FM requirements, the Contractor may substitute an Aeronautical P25 Digital VHF-FM Radio Transceiver (FM-2). On Type I air attack platforms the AUX FM may be substituted by an additional P25 FM radio.

(F) If the AUX-FM specifications are intended for 700-800 MHz, UHF, or Low Band use, the appropriate antenna shall be used (see specifications below) and the audio control(s) shall be labeled accordingly (800/UHF/LB).

(v) VHF-FM Programming Port

(A) Each required Aeronautical P25 Digital VHF-FM Radio Transceiver shall be equipped with a conveniently located programming port to facilitate programming via a Government owned laptop computer. The port(s) shall be protected from accidental damage via contact, be hard-wired to the transceiver(s), not require the reconnection of any cables for utilization, and must be conveniently located for ease of use (typically by the SIC/observers position). Use of a FM-1/FM-2 programming switch is permitted.

(B) The contractor shall also furnish appropriate cables of adequate length, and/or any necessary adapters, to interconnect the aircraft programming port(s) to the serial and/or USB port(s) of the Government laptop computer as required. The Government is responsible for providing their own radio programming software.

Note: The "DIN" type connector on the front panel of TDFM-136 and early models of TDFM-136A radios are part of an encryption feature and cannot function as a programming port. The DIN connector on TDFM-136A radios, serial number FDA1200 and higher, can be utilized for radio programming.

(vi) Automated Flight Following (AFF)

(A) An Automated Flight Following (AFF) system compatible with the government's AFF tracking network (Webtracker) is required. Not all available AFF systems are compatible with Webtracker nor meet Webtracker's requirements. The Contractor shall ensure that the AFF system offered is compatible with Webtracker. To view Webtracker's current compatibility requirements refer to <https://www.aff.gov>.

(B) The AFF system shall be powered by the aircraft's electrical system, installed per the manufacturer's installation manual, and operational in all phases of flight. AFF equipment shall utilize as a minimum: Satellite communications, an internally or externally mounted antenna, provide data to the Government's Webtracker software, use aircraft power via a dedicated circuit breaker for power protection, and be mounted so as to

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not endanger any occupant from AFF equipment during periods of turbulence. Antennas should be placed where they have the best view of the overhead sky as possible. Externally mounted antennas are recommended to improve system performance. Any AFF manufacturer required pilot display(s) or control(s) shall be visible / selectable by the PIC. Remote equipment having visual indicators should be mounted in such a manner as to allow visual indicators to be easily visible.

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

(D) The Contractor shall maintain a subscription service through the AFF equipment provider allowing AFF position reporting for satellite tracking via Webtracker. The position-reporting interval shall be every two minutes while the aircraft is in flight. The Contractor shall register their AFF equipment with the Fire Applications Help Desk (FAHD) Help Desk providing: Complete tail number, manufacturer and serial number of the AFF transceiver; aircraft make and model; and Contractor contact information.

If the Contractor relocates previously registered AFF equipment into another aircraft, then the Contractor shall contact the FAHD making the appropriate changes prior to aircraft use.

In all cases, the Contractor shall ensure that the correct aircraft information is indicated within Webtracker. The Contractor shall contact the FAHD of system changes, scheduled maintenance, and planned service outages.

(E) Registration contact information, a web accessible feedback form, and additional information is available at: <https://www.aff.gov>. The FAHD can be reached at 866-224-7677.

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

(G) This clause incorporates Specification Section Supplement available at: <https://www.aff.gov/contract.asp> with the same force and effect as if they were presented as full text herein.

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(vii) VHF-FM Aeronautical Antenna. A broadband aeronautical antenna (Comant CI-177-1 or equivalent) operating from 150 to 174 MHz with coaxial cable (RG-58 A/U or better) terminated on a male BNC connector. The antenna cable in the cabin shall have the ability to connect to a unit mounted between the PIC and SIC/observer's seats plus 4 feet (minimum). Antenna VSWR shall be better than 3.0 to 1.

(ix) A conventional UHF Aeronautical Transceiver (UHF) operating in the frequency range of 406 to 512 MHz, which provides selection of either narrow-band (12.5 kHz) or wide-band (25.0 kHz) channel spacing operation on each channel. The transceiver shall meet applicable specifications provided in FS/AMD A-24; AVIONICS OPERATIONAL TEST STANDARDS. For a copy of FS/AMD A-24, visit www.nifc.gov/NIICD/documents.html

(x) VHF Low Band Aeronautical Transceiver (LB) operating in the frequency range of 32 to 50 MHz, with channel spacing of 20 kHz. The transceiver shall meet applicable specifications provided in FS/AMD A-24; AVIONICS OPERATIONAL TEST STANDARDS. For a copy of FS/AMD A-24, visit www.nifc.gov/NIICD/documents.html

(xi) Non-Standard Aeronautical Radio Transceivers. There are too many types of radio systems available to create specifications for each type. Therefore, when a Non-Standard Aeronautical VHF-FM, UHF, or 700-800 MHz Radio Transceiver is required, the Contractor shall provide the appropriate panel mounted aeronautical radio, with appropriate externally mounted antenna, connected to the aircraft audio control system(s) for the PIC and SIC/observer.

The Non-Standard Aeronautical Radio Transceiver shall fully communicate (excluding encryption) with the listed agency on the specified frequency band. The transceiver shall meet applicable specifications provided in FS/AMD A-24; AVIONICS OPERATIONAL TEST STANDARDS. For a copy of FS/AMD A-24, visit www.nifc.gov/NIICD/documents.html

(xii) 700-800 MHz Aeronautical Antenna. A broadband aeronautical antenna (Comant CI-285 or equivalent) operating from 721 to 898 MHz with coaxial cable (RG-58 A/U or better) terminated on a male BNC connector. The antenna cable in the cabin shall have the ability to connect to a unit mounted between the PIC and SIC/observer's seats plus 4 feet (minimum). Antenna VSWR shall be better than 3.0 to 1.

(xiii) UHF Aeronautical Antenna. A broadband aeronautical antenna (Comant CI-275 or equivalent) operating from 406 to 512 MHz with coaxial cable (RG-58 A/U or better) terminated on a male BNC connector.

The antenna cable in the cabin shall have the ability to connect to a unit mounted between the PIC and SIC/observer's seats plus 4 feet (minimum). Antenna VSWR shall be better than 3.0 to 1.

(xiv) Low Band Aeronautical Antenna. A broadband aeronautical antenna (Dayton-Granger 720061 or equivalent) operating from 32 to 50 MHz with coaxial

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cable (RG-58 A/U or better) terminated on a male BNC connector. The antenna cable in the cabin shall have the ability to connect to a unit mounted between the PIC and SIC/observer's seats plus 4 feet (minimum). Antenna VSWR shall be better than 3.0 to 1.

(3) NAVIGATION SYSTEMS

(i) Global Positioning System (GPS)

(A) Panel Mounted GPS Unit. A panel-mounted TSO'd GPS shall be permanently installed in the aircraft where the PIC and SIC/observer can clearly view the display.

The GPS shall: utilize WGS-84 datum; reference latitude and longitude coordinates in the DM (degrees/minutes/decimal minutes) mode; utilize an approved, fixed, external aircraft antenna; and be powered by the aircraft electrical system. The GPS unit shall have the ability for manual entry of waypoints in flight. The GPS shall have a data base (VFR and in route units not over one (1) year old and IFR approach units not over 28 days old) covering the continental United States and Alaska. Handheld and/or marine type equipment is not acceptable.

Aviation portable GPS units (Garmin GPSMAP 296/396/496 or equivalent) are acceptable provided they use remote antennas, are securely mounted, powered by the aircraft electrical system, present information from an overhead orientation (not a drive along the road type), installation approved via FAA Form 337, and meet all previously stated GPS requirements for TSO'd GPS units.

(B) GPS with Moving Map. In addition to the above Panel Mounted GPS Unit requirements, the moving map's display shall be at least three inches wide, 1.5 inches high, and show the aircraft's present position relative to user selected waypoints and geographical features (i.e. coastlines, cities, railroads, roads, lakes, rivers, etc.). If the moving map display is a separate unit from the GPS receiver, it shall utilize GPS data from the GPS or (if utilizing an internal GPS receiver) shall adhere to the GPS data requirements for the above listed GPS unit.

(D) GPS Data Connector. A GPS data connector shall be installed for the purpose of external data retrieval by a GIS laptop computer. The connector shall be a DB-9F type D sub-connector and shall be wired for RS-232C serial format for laptop computers (pin 2-transmit data, pin 3-receive data if applicable, and pin 5-ground) and shall be mounted in a location convenient to the observer.

(ii) Transponder and Altitude Encoder. An ATC transponder and altitude reporting system meeting the requirements of 14 CFR 91.215(a) and (b) and tested and inspected per 14 CFR 91.413.

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

(iv) Traffic Advisory System (TAS). An active TAS shall be installed in the aircraft. The system shall be a TSO certified system using active surveillance interrogation and meet the following minimum requirements:

(A) The system shall have antennas providing a 360-degree view while minimizing airframe shadowing. The system must be capable of receiving targets both above and below the aircraft.

(B) The system shall allow operator range selection of 2 NM or less. The maximum range shall be at least 10 NM.

(C) The system shall utilize a panel mounted multifunction display (MFD) or the systems own display unit situated for convenient scan reference by the PIC and SIC. Ryan and Avidyne units shall utilize a MFD.

(D) The system shall be connected to the aircraft's audio control system(s) providing traffic alert audio to (minimally) the PICs audio control system.

(4) AUDIO CONTROL SYSTEM(S)

(i) General

The audio control system shall provide the specified operator(s) with controls for selection of receiver audio outputs and transmitter microphone/PTT audio inputs for each required system (e.g. VHF-1, VHF-2, FM-1, FM-2, AUX, etc.).

(ii) Transmitter Selection and Operation

Transmitter selection controls shall be provided to the specified operator(s) for microphone/PTT inputs. Whenever a transmitter is selected, the companion receiver audio shall automatically be selected for the corresponding earphone. Transmitter sidetone audio shall be provided for the operator as well as for cross-monitoring via the corresponding receiver selection switch on other audio control systems (if required). Multiple audio control systems shall be configured so that the operators may each simultaneously select and utilize a different transmitter (or PA system when installed) via their respective microphone/PTT.

(iii) Receiver Selection and Operation

Reconnaissance aircraft shall have a receiver audio selector(s) for all required receivers. Air Tactical aircraft shall have separate receiver selection controls providing the required operator's audio from one or any combination of all required receivers. Any passenger positions, if required, shall monitor the

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receiver(s) as selected by the PIC (single system) or SIC/observer's (multiple systems) audio control panel. The instructor, if required, shall monitor the receiver's as selected by the SIC/observer's audio control panel unless the instructor's position has/requires a separate audio control panel. Performance specifications for receiver audio to all earphone connectors are specified in, FS/AMD A-24; AVIONICS OPERATIONAL TEST STANDARDS. See www.nifc.gov/NIICD/documents.html

(iv) Radios and Systems

As a minimum, the audio control system(s) shall provide for selection of all installed radios and PA systems. The instructor's audio control, if required, does not have to receive NAV inputs.

(v) Earphones and Microphones

The audio system shall be designed for operation with 600-ohm earphones and carbon-equivalent, noise-canceling boom-type microphones. All earphone jacks in the aircraft shall be JJ-034 type and all microphone jacks shall be JJ-033 type. Jack pairs shall not be separated by more than 4 inches.

(vi) Push-to-Talk (PTT) Operation

(A) Separate transceiver PTT switches shall be provided for each required operator (i.e. PIC, SIC/observer, and instructor). PTT switches for non-Pilots shall not be located on the flight controls.

(B) Desired item (not required): For Type I, II, and III Air Tactical aircraft, it is desired that, in addition to the above PTT switches, the ATGS/SIC position have PTT switches located on a coiled 3 foot handheld cord with large clip (Comm Innovations CIX016VG0K3-6P or equivalent) mounted adjacent to the ATGS/SIC earphone/microphone jacks. The coiled cord shall use a 6 pin MS3116A10-6P type connector with pin assignments of: Pin A-Audio Lo, pin B-Mic Hi, pin C-Mic Lo, pin D-Audio Hi, pin E-Transceiver PTT, pin F-ICS PTT In lieu of the above 3 foot cord, the Contractor may provide a remote controller with individual transceiver PTT & ICS PTT on a coiled cord.

(C) Aircraft requiring a supplemental radio kit shall have a JJ-033 type jack, located in the cockpit by the PIC or SIC/observer, capable of remotely operating PTT on installed aircraft transceivers via the transmitter selector on the PIC's audio control panel. The JJ-033 type jack shall not be separated by more than 4 inches from a JJ-034 jack operating through the same audio control panel.

(5) INTERCOMMUNICATION SYSTEM (ICS)

(i) Ability for all required positions to communicate using JJ-033 and JJ-34 type jacks for headsets. Hot mic controlled via an activation switch or voice activation (VOX) shall be provided. ICS audio shall mix with, but not mute, selected

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receiver audio. An ICS audio level control shall be provided. ICS sidetone audio shall be provided for the earphones corresponding with the microphone in use. The PIC shall have an ICS isolation capability. Performance specifications for the ICS system are specified in FS/AMD A-24; AVIONICS OPERATIONAL TEST STANDARDS. For a copy of FS/AMD A-24, visit www.nifc.gov/NIICD/documents.html

C-9 AVIONICS INSTALLATION AND MAINTENANCE STANDARDS

- (a) All avionics systems used in or on the aircraft, their installation and maintenance shall comply with all manufacturers' specifications and applicable Federal Aviation Regulations contained within 14 CFR.
- (b) 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.
- (c) Antennas shall be polarized as required by the avionics system and have a VSWR less than 3.0 to 1.
- (d) All avionics systems requiring an antenna shall be installed with a properly matched aircraft-certified, broadband antenna unless otherwise specified.
- (e) Required avionics systems and Contractor offered avionics/communication equipment shall meet the performance specifications as specified in FS/AMD A-24; AVIONICS OPERATIONAL TEST STANDARDS. For a copy of FS/AMD A-24, visit www.nifc.gov/NIICD/documents.html.
- (f) Labeling and marking of all avionics controls and equipment shall be clear, understandable, legible, and permanent. Electronic label maker marking is acceptable.
- (g) Avionics equipment mounting location and installation shall not interfere with crew or passenger safety, space, and comfort. Avionics equipment will not be mounted under seats designed for deformation during energy attenuation. In all instances, the designated areas for collapse shall be protected.

C-10 OPERATIONS

- (a) General
 - (1) Regardless of any status as a public aircraft operation, the Contractor shall operate in accordance with their approved FAA Operations Specifications and all portions of 14 CFR 39, 43, 61, 91, 135 (including those portions applicable to civil aircraft) and each certification required under this agreement unless otherwise authorized by the CO.
 - (2) A Government Representative, Aviation Manager or Flight Manager may inspect the Pilot's Interagency Airplane Pilot Qualification Card for currency before any flight. The Flight Manager has mission control and can delay, terminate, or cancel a flight at any time.

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(b) Pilot Authority and Responsibilities

(1) The Pilot-In-Command (PIC) is responsible for the safety of the aircraft, loading and unloading of occupants and cargo. The Pilot shall comply with the directions of the Government, except when in the Pilot's judgment compliance will be a violation of applicable federal or state regulations or agreement provisions. The Pilot has final authority to determine whether the flight can be accomplished safely and shall refuse any flight or landing which is considered hazardous or unsafe.

(2) The Pilot is responsible for computing the weight and balance for all flights and for assuring that the gross weight and center of gravity does not exceed the aircraft's limitations.

(3) A takeoff performance briefing shall be conducted daily and will contain the following elements based on the forecasted worst case environmental conditions:

(i) Takeoff distance required vs. runway available.

(ii) Climb performance to include single engine if operating a multi-engine aircraft.

(iii) A subsequent takeoff performance briefing will be conducted if during the day a takeoff is performed from an airport with a higher density altitude than originally planned.

Under no circumstances will a takeoff be attempted if existing environment conditions at takeoff cannot be accurately addressed in the Aircraft Flight Manual (AFM) or Pilots Operating Handbook (POH).

(4) No equipment such as radios, survival gear, fire tools, etc., shall be located in or on the aircraft in such a manner as to potentially cause damage, injury, or obstruct the operation of equipment or personnel.

(5) Pilots will use an approved 14 CFR 135 cockpit checklist for all flight operations.

(6) Single Engine Piston Powered Aircraft shall not operate in known instrument meteorological conditions (IMC).

(7) Cell Phone Use. Cell phone use is prohibited within 50 feet of the aircraft during fueling operations.

(8) Smoking is prohibited within 50-feet of fuel servicing vehicle, fueling equipment, or aircraft.

(9) Aircraft Engine(s):

(i) Prior to passenger or cargo loading/unloading, all engines shall be shut down, and all propellers shall have ceased rotation.

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(ii) Aircraft shall not be refueled while engines are running, propellers turning, or with passengers on board.

(iii) The Pilot shall not leave the cockpit of an aircraft unattended while the engine(s) are running.

(10) Night Flying/Operations. Multi-engine aircraft or Turbine Powered Single Engine aircraft are approved for transporting passengers and/or cargo at night. Pilots flying night missions shall not land at an airport unless it meets Federal Aviation Administration (FAA) airport lighting standards.

(i) Notwithstanding the FAA definition of night in 14 CFR Part 1, Sec 1.1; for ordered flight missions that are performed under the agreement, night shall mean: 30 minutes after official sunset to 30-minutes before official sunrise, based on local time of appropriate sunrise/sunset tables nearest to the planned destination.

(ii) Single engine Piston Powered aircraft flights at night are authorized only for ferry and cargo carrying missions at the Contractor's option and in accordance with 14 CFR 91.

(11) The Pilot shall not permit any passenger in the aircraft or any cargo to be loaded unless authorized by the CO.

(12) Passenger Briefing

Before each takeoff, the PIC shall ensure that all passengers have been briefed in accordance with the briefing items contained in 14 CFR 135 including (as applicable):
(Note: Pilots shall refer to Five Steps to a Safe Flight card (FS 5700-16/AMD-103))

- (i) Use of seat belts and/or shoulder harness
- (ii) Ingress/Egress procedures
- (iii) Emergency Locator Transmitter (ELT)
- (iv) Oxygen system
- (v) No smoking within 50-feet of the aircraft
- (vi) First Aid Kit
- (vii) Survival Kit
- (viii) Personal Protective Equipment
- (ix) Location and use of Fire Extinguisher
- (x) Takeoff and climb performance (C-10.B.3)
- (xi) Emergency fuel and electrical Cut-Off Procedures

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(13) Flight Plans

Pilots shall file, open, and operate on a FAA, ICAO, or a USDA-FS approved flight plan for all flights. Contractor flight plans are not acceptable. Flight plans shall be filed prior to takeoff when possible.

(14) Flight Following

Pilots are responsible for flight following with the FAA, International Civil Aviation Organization (ICAO), or in accordance with USDA-FS approved flight following procedures including Automated Flight Following (AFF).

(15) Manifesting

Prior to any takeoff, the PIC shall provide the appropriate USDA-FS dispatch office/coordination center with current passenger and cargo information.

(16) Transportation of Hazardous Material (HazMat)

(i) Aircraft may be required to carry hazardous materials in accordance with 49 CFR. Such transportation shall be in accordance with DOT Special Permit and the Interagency Aviation Transport of Hazardous Materials Handbook/Guide (NFES 1068).

A copy of the current permit and handbook/guide and emergency response guide shall be aboard each aircraft operating under the provisions of this special permit.

(ii) It is the Contractor's responsibility to ensure that Contractor employees who may perform a function subject to this special permit receive training on the requirements and conditions of this handbook/guide (**Interagency Aviation Training (IAT) Module A-110**). Documentation of this training shall be retained by the company in the employee's records and made available to the Government as required.

(iii) The Pilot shall ensure personnel are briefed of specific actions required in the event of an emergency. The Pilot shall be given initial written notification of the type, quantity, and the location of hazardous materials placed aboard the aircraft before the start of any project. Thereafter, verbal notification before each flight is acceptable. For operations where the type and quantity of the materials do not change, repeated notification is not required.

(iv) It is the responsibility of the Contractor to ensure that Contractor employees have received training in the handling of hazardous materials in accordance with 49 CFR 172.

C-11 PERSONNEL

Pilot Experience Requirements:

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The PIC shall hold a currently valid FAA commercial or higher Pilot certificate with current instrument rating. In addition, the Pilot shall also have logged flight time as PIC in fixed-wing aircraft of at least the following minimum amounts

(a) Flight Hours Experience

All Airplanes	Flying hours
Total time	1500
Pilot-in-Command total	1200
Pilot-in-Command, as follows:	
Category and class to be flown	200
Fixed wing – preceding 12-months	100
Cross Country	500
Operations in low level mountainous terrain*	200
Night	100
Instrument – in flight**	50
Instrument – actual/simulated***	75
Make & Model to be flown	25
Make & Model - preceding 12 months	10

*Low level mountainous terrain is flight at 2500 feet AGL and below in terrain identified as mountainous in 14 CFR 95 Subpart B-Designated Mountainous Area. Experience operating outside the United States may be considered providing it is conducted in mountainous regions defined as 2000 feet above surroundings containing long slopes, deep valleys, and high ridges. Pilots that do not have this time, may request a waiver from the CO, and if granted will be limited to Non-Mountainous terrain only within the confines of Region 8.

** In-flight means time accumulated at the controls of an airplane in flight, actual or simulated.

*** Time acquired in Flight Simulators and Flight Training device's that meet the requirements of FAR 141.41 may be used.

(b) Each PIC shall every 5 years, at the discretion of the CO, pass a Government evaluation ride not to exceed 2-hours given by an Agency Pilot Inspector.

(c) Mountain/Remote Airstrips:

Pilots flying missions to Category 4 mountain/remote airstrips shall have successfully passed an evaluation ride given by a qualified Forest Service Pilot Inspector into a minimum of two typical mountain/remote airstrips and shall have a mountain/remote airstrip endorsement on their Interagency Airplane Pilot Qualification Card. Prior to dispatching a Pilot into a mountain/remote airstrip the designated Company Check Pilot or Contractor will brief the Pilot on the hazards associated with the airstrip and verify that the Pilot meets initial, recurrent and 12-month specific mountain/remote airstrip requirements. Individual National Forests may have specific requirements for a particular airstrip. The appropriate dispatch office should be

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contacted to obtain current airstrip information. Before dispatching an aircraft into a Category 4 airstrip, a Pilot shall meet special requirements and the mission shall be coordinated with the local Forest. See the USDA Forest Service Airfield/Airstrip Directory website: http://www.fs.fed.us/fire/aviation/av_library/AAD2000.pdf .

Category 4 mountain/remote airstrips are restricted by the Forest Service to daytime VFR flight only. Use authorization shall be obtained from the appropriate dispatch office. Pilots shall have an endorsement on their Interagency Airplane Pilot Qualification Card and meet specific currency requirements in accordance with the **USDA Forest Service Airfield/Airstrip Directory**.

The Contractor shall provide the CO a list of Category 4 mountain/remote airstrips for which each Pilot is authorized. Airstrips, which are approved for Forest Service use, are identified within the **USDA Forest Service Airfield/Airstrip Directory** if required.

(d) The PIC shall be capable of performing basic programming functions and operations of Contractor installed aircraft avionics. This includes the ability to enter and utilize newly assigned frequencies and tones by selected channel positions. The PIC shall be able to instruct the Agency observer in how to perform basic programming and operation of VHF-AM and VHF-FM radios, and GPS.

(e) All Pilots shall possess a current Class I or Class II FAA medical certificate.

(f) All Pilots shall possess and carry a current Interagency Airplane Pilot Qualification Card or Point-to-Point Only Pilot Qualification Card, in accordance with the Schedule of Items.

(g) All Pilots shall speak English fluently.

(h) Two Pilots may be required on all aircraft engaged in IFR missions. Pilots in addition to the PIC shall meet the following requirements:

- (1) Hold current FAA commercial pilot certificate.
- (2) Have current FAA instrument rating.
- (3) Have valid FAA multi-engine rating.
- (4) Current 14 CFR Part 135 equipment check.

C-12 CONDUCT AND REPLACEMENT OF PERSONNEL

All services provided shall be performed in a safe and efficient manner. Contractors shall use all reasonable means to support safety awareness and adherence to established FAA standards and procedures as well as adherence to the USFS Aviation Management 5700 Manual by all personnel engaged in aviation operations. The USFS Aviation Management 5700 Manual can be obtained at the following internet address under publications:

http://www.fs.fed.us/fire/aviation/av_library/index.html

Contract personnel shall conduct themselves in a professional and cooperative manner in fulfilling this Contract. It is extremely important that inappropriate behavior be recognized and dealt with promptly.

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(a) Inappropriate behavior is all forms of harassment including sexual and racial harassment. Harassment in any form will not be tolerated. Non-prescription unlawful drugs and alcohol are not permitted at the incident or work site. Possession or use of these substances will result in the contractor being released from the incident or work site. During off-incident periods, personnel are responsible for proper conduct and maintenance of fitness for duty. Drug or alcohol abuse resulting in unfitness for duty will normally result in the contractor being released from the incident.

(b) Performance of these contract services may involve work and/or residence on Federal property (i.e., National Forests and National Parks, etc.). Contractor's employees are expected to follow the rules of conduct established which apply to all Government and non-Government personnel working or residing on Government facilities.

(c) The Contracting Officer may, in writing, require the Contractor to remove from the work site any employee the Contracting Officer deems incompetent, unsafe, careless or otherwise objectionable or for theft, possession and/or removal of materials, supplies, equipment or any Government-owned or leased property.

C-13 SUSPENSION AND REVOCATION OF PERSONNEL

(a) The CO may suspend a Contractor pilot who fails to follow safe operating practices, does ineffective work, or exhibits conduct detrimental to the purpose for which contracted, or is under suspension or revocation by another government agency.

(b) Upon involvement in an Aircraft Accident or NTSB Reportable Incident (see 49 CFR Part 830), a Pilot operating under this agreement shall 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.

(c) 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.

(d) When a Pilot is suspended, and when requested, the Interagency Pilot Qualification Card(s) shall be surrendered to the CO. Suspension will continue until:

(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

(2) Revocation action to cancel the interagency pilot-authorization(s) is taken by the issuing agency in accordance with agency procedures.

C-14 SUBSTITUTION OR REPLACEMENT OF PERSONNEL, AIRCRAFT, AND EQUIPMENT

The Contractor may substitute or replace aircraft or equipment equal to or greater than awarded performance after receiving approval from the ordering dispatch office. No increase in Ordered Standby rates or Flight rates will be allowed.

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C-15 RELIEF PILOT

The Contractor may furnish a relief crew to meet the days off requirement in accordance with the 'Flight Hour and Duty Limitations' clause. Payment will be made in accordance with the 'Transportation of Relief Pilot' clause. Approval to furnish relief crews and costs for transporting relief crews will be approved in advance by the CO. Approval will be noted on the payment invoice in the remarks section.

C-16 FLIGHT HOUR AND DUTY LIMITATIONS

All flight time, regardless of how or where performed, except personal pleasure flying, will be reported by each flight crewmember and used to administer flight hour and duty time limitations. Commercial flight time to and from the Assigned Work Location as a flight crewmember (commuting) will be reported and counted toward limitations if it is flown on a duty day. Flight time includes, but is not limited to: military flight time; charter; flight instruction; 14 CFR 61.56 flight review; flight examinations by FAA designees; any flight time for which a flight crewmember is compensated; or any other flight time of a commercial nature whether compensated or not.

(a) Duty shall include flight time, ground duty of any kind, and standby or alert status at any location. This restriction does not include "on-call" status outside of any required rest or off-duty periods.

(b) Flight time shall not exceed a total of 8-hours per day.

(c) Assigned duty of any kind shall not exceed 14-hours in any 24-hour period. Within any 24-hour period, Pilots shall have a minimum of 10-consecutive hours off duty immediately prior to the beginning of any duty-day.

(d) Flight crewmembers accumulating 36 hours of flight time in any 6 consecutive days or less are required to have the following day off. Maximum cumulative flight hours shall not exceed 42 hours in any 6 consecutive days.

(e) Within any 24-hour period, flight crewmembers shall have a minimum of 10 consecutive uninterrupted hours off duty immediately prior to the beginning of any duty day.

(f) During any 14 consecutive day period, flight crewmembers shall be off-duty for two 24-hour periods from the time of last duty. The 24-hour off-duty periods need not be consecutive.

(g) Local travel up to a maximum of 30 minutes each way between the work site and place of lodging will not be considered duty time. When one-way travel exceeds 30 minutes, the total travel time shall be considered as part of the duty day.

(h) During times of prolonged heavy fire activity, the Government may issue a notice reducing the Pilot duty day/flight time and/or increasing off-duty days on a geographical or agency-wide basis.

(i) Two-Pilot crews flying point-to-point (airport to airport, etc.) shall be limited to 10 flight hours flight time in any duty day. (An aircraft that departs "Airport A," flies reconnaissance on a fire, and then flies to "Airport B," is not point-to-point).

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(j) Pilots may be relieved from duty for fatigue or other causes created by unusually strenuous or severe duty before reaching duty limitations.

(k) When Pilot acts as a mechanic, mechanic duties in excess of 2-hours will apply as flight hours on a one-to-one basis toward flight hour limitations.

(l) Relief, additional, or substitute Pilots reporting for duty under this Agreement shall furnish a record of all duty and all flight hours during the previous 14 days.

C-17 ACCIDENT PREVENTION AND SAFETY

(a) The Contractor shall furnish the CO with a copy of all reports required to be submitted to the FAA in accordance with 14 CFR that relate to Pilot and maintenance personnel performance, aircraft airworthiness or operations.

(b) Following the occurrence of a mishap, the CO will evaluate whether noncompliance or violation of provisions of the agreement, the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices, programs, and/or negligence on the part of the company officers or employees may have caused or contributed to the mishap.

(c) The Contractor shall keep and maintain programs necessary to assure safety of ground and flight operations. The development and maintenance of these programs are a material part of the performance of the agreement. When, in the sole judgment of the CO, the safety programs will not adequately promote the safety of operations, the Government may terminate the agreement for cause as provided in the "Contract Terms and Conditions"(52.212-4(m)).

Examples of such programs are:

- (1) personnel activities,
- (2) maintenance,
- (3) safety,
- (4) compliance with regulations.

(d) The Contractor shall fully cooperate with the CO in the fulfillment of this clause. The CO may suspend performance during the evaluation period used to determine cause as stated above.

C-18 MISHAPS

(a) Reporting

(1) The Contractor shall, by the most expeditious means available, notify the National Transportation Safety Board (NTSB) and the USDA-FS when an "Aircraft Accident" or NTSB reportable "Incident" occurs within any company operations, whether under the agreement or not. Also, the USDA-FS shall immediately be notified when an "Incident with Potential" occurs.

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(2) The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is

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

The ASM may be contacted during normal work hours by calling (208) 387-5607

(b) Forms Submission

(1) Following an "Aircraft Accident" or when requested by the NTSB following the notification of a reportable "incident," the Contractor shall provide the USDA-FS with the information necessary to complete a NTSB Form 6120.1/2.

(2) The NTSB Form 6120.1/2 does not replace the Contractor's responsibility, within 5-days of an event, to submit to the USDA-FS a "SAFECOM" to report any condition, observance, act, maintenance problem, or circumstance that has potential to cause an aviation-related mishap.

(3) Blank SAFECOMS and assistance in submitting SAFECOMS can be obtained from the USDA-FS. SAFECOMS may be submitted electronically at www.safecom.gov

(c) Wreckage Preservation

(1) The Contractor shall not permit removal or alteration of the aircraft, aircraft equipment, or records following an "Aircraft Accident", "Incident", or "Incident with Potential" which results in any damage to the aircraft or injury to personnel until authorized to do so by the CO. 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.

(2) The NTSB's release of the wreckage does not constitute a release by the CO, who shall maintain control of the wreckage and related equipment until all investigations are complete.

(d) Investigation

The Contractor shall maintain an accurate record of all aircraft accidents, incidents, aviation hazards and injuries to Contractor or Government personnel arising in the course of performance under this Agreement. Further, the Contractor fully agrees to cooperate with the USDA-FS during an investigation and make available personnel, personnel records, aircraft records, and any equipment, damaged or undamaged, deemed necessary by the USDA-FS. Following a mishap, the Contractor shall ensure that personnel (Pilot, mechanics, etc) associated with the aircraft shall be readily available to the mishap investigation team.

(e) Related Costs

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

(f) Search, Rescue, and Salvage

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

C-19 PERSONAL PROTECTIVE EQUIPMENT (PPE)

The minimum PPE for flights shall consist of non-synthetic (natural fiber) materials or Nomex, shoes or boots that fully cover the feet, and long pants that overlap the shoes when in the seated position. Long sleeve shirts are recommended. During the course of work under this agreement, the Contractor's personnel may be required to wear additional or supplemental personal protective equipment when such equipment is mandated by the local user unit's policy.

C-20 INSPECTION AND ACCEPTANCE

In accordance with Federal Acquisition Regulation Clause 52.212-4 (a), the following is added:

(a) Pre-Use Inspection of Equipment and Personnel

- (1) After award of the BOA, and any renewal, an inspection of the Contractor's equipment and personnel will be made. Inspections will be performed during normal Government working hours at a location mutually agreed to by the Contractor and CO.
- (2) The aircraft and Pilot(s) will be made available for inspection as scheduled by the government.
- (3) At the scheduled inspection, the Contractor shall provide a complete listing of all FAA ADs and Manufacturer's Mandatory Service Bulletins (MSBs) applicable to the make, model, and series of aircraft being offered. Documentation of compliance to each AD and MSB will include date and method of compliance, date of recurring compliance, and an authorized signature and certificate number will be recorded. The list shall be similar to that shown in AC 43-9, as amended.
- (4) All components or items installed in the offered aircraft that are subject to specified time basis or schedule (time/calendar life) for inspection, overhaul, or replacement shall be listed and made available to the Government at time of inspection. The list shall include component name, serial number, service life or inspection/overhaul time, total time since major inspection, overhaul, or replacement and hours/cycles calendar time remaining before required inspection, overhaul, or replacement. The list shall be similar to that shown in AC 43-9, as amended.
- (5) The Contractor may be required to furnish a copy of the procedures manual and revisions as required by 14 CFR 135 (as applicable).
- (6) The items described below shall be made available at the pre-use or renewal inspection:
 - (i) Certificates/Agreement
 - (A) Copy of 14 CFR 135 Operations Specifications (as applicable).

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(B) Complete copy of the Basic Ordering Agreement, including modifications with each aircraft.

(ii) Pilot(s) Annually

(A) Completed Airplane Pilot Qualifications and Approval Record Form (FS-5700-20) and Pilot log books. The 5700-20 form initially shall be submitted for each pilot and any time a 5 year evaluation is conducted. Thereafter pilots need not submit another form, but must provide proof such as duty logs/logbooks signed by the chief pilot showing compliance with the agreements minimum currency requirements.

(B) FAA Pilot certificates.

(C) Current FAA Pilot medical certificate.

(D) Pilot 14 CFR 135 Airman Competency/Proficiency Check (FAA Form 8410-3). Category aircraft requiring two pilots, competency proficiency checks per 14 CFR 61.

(E) The Contractor shall ensure that each Pilot reviews the agreement and receives an initial briefing from a Forest Service Pilot Inspector and signs the USDA Forest Service Aviation Operations Briefing: Fire Pre-Season Operations Guide for Fixed-Wing Pilots and Aircraft. Current signed briefings shall be in receipt of the CO prior to operating under a CWN order against the agreement. Annually thereafter the briefing will be reviewed by each pilot with the chief pilot and provide a signed statement to the Regional Inspector Pilot. Signed briefings will be maintained with the pilot approval records.

(F) Each Pilot shall be reevaluated every five years at the discretion of the government.

(iii) Equipment

(A) Appropriate equipment installed, or available to be installed, on the aircraft for the flight evaluation.

(B) Aircraft maintenance records.

(C) A&P Mechanic available.

(D) Additional Equipment as offered.

C-21 PRE-USE INSPECTION EXPENSES

(a) All operating expenses incidental to the inspection shall be borne by the Contractor.

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(b) Pilot evaluation flights may require up to 2-hours of flight time for each Pilot as deemed necessary by the CO. All evaluation flights shall be performed in a carded aircraft of like make and model furnished for the agreement.

(c) The Contractor will not be charged for the costs incurred by the Government on the initial pre-use inspection. Initial inspections of aircraft will be conducted at a time and place mutually agreed upon by the contractor and the regional aviation maintenance inspector. The pilot inspections will be conducted at a time and place mutually agreed upon by the contractor and the regional inspector pilot. Contractor will be afforded one per-use inspection for all offered aircraft and pilots. If multiple trips are required the costs may be charged to the contractor.

C-22 RE-INSPECTION EXPENSES

When re-inspection is necessary because Contractor equipment and/or personnel did not satisfy the initial inspection, or when inspecting substitute personnel and/or equipment subsequent to the initial pre-use inspection, the Contractor may be charged the actual costs incurred by the Government in performing the re-inspection. Re-inspections will be performed at a time and location mutually agreed to by the Contractor and CO.

C-23 INSPECTIONS DURING USE

(a) At any time during the agreement period, the CO may require inspections/tests as deemed necessary to determine that the Contractor's equipment and/or personnel currently meet specifications. Government costs incurred during these inspections will not be charged to the Contractor.

(b) Should the inspections/tests reveal deficiencies that require corrective action and subsequent re-inspection, the actual costs incurred by the Government may be charged to the Contractor.

(c) When the aircraft becomes unavailable due to mechanical breakdown, the Government reserves the right to inspect the aircraft after the Contractor's mechanic has approved the aircraft for return to service. For items covered under 14 CFR 135.415, the Contractor shall furnish the CO with a completed copy of FAA Form 8010-4, Malfunction or Defect Report.

C-24 PERIOD OF BASIC ORDERING AGREEMENT

This Basic Ordering Agreement will be in effect for five (5) years from date of award. Pricing will be broken into five, sequential, 12-month segments, totaling 60 months. The unit prices for individual orders will be in accordance with the pricing defined within Section B-1 or corresponding modification.

C-25 AUTHORIZED ORDERING ACTIVITIES

The geographic area coordination center and forest dispatch office(s) are authorized to place orders under the Basic Ordering Agreement. Contractors shall not accept orders from any other source.

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C-26 ORDERING PROCEDURES

(a) The customer requesting the service or support will submit their requirements to the dispatch coordinator. The aviation dispatcher will then make an operational determination by evaluating operational needs, aircraft capabilities and cost considerations in determining the most suitable vendor. Once the determination is made a Resource Order shall be issued to the Contractor in writing and may include the following type of information:

- (1) Order number
- (2) Ordered aircraft by Agreement Item and/or N-Number
- (3) Date of flight
- (4) Estimated time of departure
- (5) The ordered duty hours, if applicable
- (6) Flight point of origin
- (7) Flight destination
- (8) Passenger/cargo manifest
- (9) Flight description
- (10) Flight-following arrangements and agency radio frequencies
- (11) Known flight hazards
- (12) PPE requirements

(b) The Government does not guarantee the placement of any orders for service under this Agreement and the Contractor is not obligated to accept any orders. When the Government places an order for services, if the Contractor elects to accept the order, either through written acknowledgement or commencement of performance, a contract/order will thereby be established. The contract/ order will include all of the terms and conditions called out under the Agreement.

C-27 POINT OF HIRE

Point of Hire shall be the Contractor's Home Base as specified in Section B or the location of aircraft at time of hire.

C-28 ASSIGNED WORK LOCATION(S)

The Assigned Work Location will be determined at the time the order for services is placed.

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C-29 ORDERED STANDBY

- (a) Standby shall apply when aircraft and Pilots are ordered by the Government and shall be paid at the rate specified in the Schedule of Items.
- (b) The beginning of the standby period will be set by the Government Representative and may be adjusted from day-to-day.
- (c) Ordered standby will not exceed the Pilot's duty day.
- (d) Ordered Standby will be recorded in hours and minutes.
- (e) Ordered Standby will not be paid:
 - (1) During actual flight hours;
 - (2) Anytime aircraft and/or Pilot(s) are unavailable; or
 - (3) When required to remain overnight at locations other than Home Base, before 0900 or after 1800 local time, unless specifically ordered.
 - (4) On point to point flights, standby time will be paid when aircraft and pilot are required to wait more than 30 minutes for passenger(s) arrival at pickup or departure point. This does not include loading and unloading of baggage or cargo.

C-30 PAYMENT FOR FLIGHT

Flight Time Measurement

- (a) Payment for flight time will be made only when flight is properly ordered by designated personnel. Payment will be made based upon the applicable rate specified in the Schedule of Items. Unless otherwise agreed upon, ordered flights will originate and/or terminate at the Contractor's Home Base specified in the Schedule of Items.
- (b) Flight time will be measured in hours and tenths and will be made by a flight hour meter (Hobbs) that runs only when aircraft is in flight. In the event that the flight hour meter malfunctions during flight, the elapsed time method using clock time will be used.
- (c) Flight (ferry) time of aircraft to and from the Contractor's Home Base or alternate location will be paid at the flight rate specified in the Schedule of Items.

C-31 PAYMENT FOR CANCELLED, DELAYED OR SHORT DURATION FLIGHT

- (a) If the Government cancels an ordered flight less than 24-hours prior to the scheduled departure time, the Government shall pay a sum equal to 1-hour flight time unless the flight is reordered and flown during the date initially requested.
- (b) If a flight is delayed by the Government, Ordered Standby will be paid.
- (c) No payment will be made when the delay or cancellation is the result of weather.

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(d) Flight(s) of less than one hour duration during a day shall be paid at a sum equal to the actual flight hours or a minimum of one hour flight time, whichever is greater.

C-32 CONTRACTOR STAND-DOWN OR DEACTIVATION

(a) The Contractor shall immediately notify the Contracting Officer by telephone, followed up with a written notification (email or letter) to the Contracting Officer, when the Contractor implements a stand-down or when the Contractor de-activates any or all of the aircraft/fleet that is operating in compliance with this agreement. The Contractor's verbal and written notifications shall include all of the tail number(s) for all the effected aircraft, the rationale for the stand-down/deactivation, and the estimated duration of the stand-down or the deactivation.

(b) The Contractor shall also notify the Contracting Officer by telephone, followed up with a written notification (email or letter) to the Contracting Officer of the planned reactivation date for each of the effected aircraft. The Contractor's verbal and written notifications shall include the tail number(s) of all of the reactivated aircraft, the rationale/corrective action plan (if applicable), and the date(s) of the reactivation(s). Once a Contracting Officer has been officially notified of a Contractor implemented stand-down and/or deactivation, the Contracting Officer shall notify the appropriate Government officials accordingly.

(c) The contractor must also comply with all requirements of C-17 Accident Prevention and Safety and C-18 Mishaps.

C-33 RESERVED

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C-34 ADDITIONAL AIRCRAFT AFTER ESTABLISHMENT OF THE AGREEMENT

After establishment of the BOA, additional aircraft with equal performance may be added if requested in writing to the Regional Aviation Officer and the Contractor Officer and a bona fide need exists. Any/All additional aircraft shall be incorporated into the BOA at the same flight rate of the aircraft that was originally awarded.

If an aircraft does not meet the performance rating of the originally awarded aircraft an emergency situation must exist and the rate shall be negotiated by the Contracting Officer to ensure the rate is fair and reasonable and best value to the Government.

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C-36 MISCELLANEOUS COSTS TO THE CONTRACTOR

Miscellaneous, unforeseen costs incurred by the Contractor while performing under the terms of the BOA may be reimbursed at actual cost when approved by the CO. Examples of such items are airport landing fees, airport use costs (tie-downs), and rental car use if Government transportation is not available. Rental car expenditure shall be authorized prior to commitment and documented on the FS-6500-122 accordingly. Supporting itemized paid receipts will be provided to the CO, upon request. Claims for reimbursement shall be documented on the FS 6500-122 (Flight Use Report) at the time incurred.

C-37 PAYMENT FOR OVERNIGHT ALLOWANCE

(a) The Contractor shall receive an overnight allowance for each Pilot for each night that the Government requests the Pilot to stay at a location other than the Home Base. The Government will pay the Contractor an amount equal to the current standard maximum rate that is allowed (or high rate, if applicable) as established by the Federal Travel Regulations (FTR). Rates are available at: www.gsa.gov/perdiem

(b) Overnight allowance will not be paid when the aircraft is assigned to its Home Base.

(c) If partial overnight allowance is provided by the Government, the Contractor will be reimbursed at current FTR rates for the portion that is Contractor provided.

(d) The appropriate rate for meals and incidental expenses will be paid unless the Government makes three meals available to the Contractor.

(e) The Contractor's lodging will be paid only when lodging is not furnished by the Government. If the Contractor elects to not utilize Government provided lodging, there is no reimbursement for lodging or transportation costs incurred by the Contractor. When the FTR rate changes, the change in overnight allowance to the Contractor will become effective on the effective date of the FTR change.

(f) The Contractor may claim overnight expenses using either of the two following methods:

(1) 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 Flight Use Report, or Contractor provided invoice.

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(2) If lodging rates are not available at the FTR rate, the flight use report shall be documented accordingly. Documentation and supporting itemized paid receipts will be provided to the CO, upon request

(g) The Flight Use Report 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.

(h) In the event that FTR rate(s) are not available, the Government shall be notified and the Flight Use Report documented accordingly.

C-38 PAYMENT PROCEDURES

(a) All flight time, Wait Time, Ordered Standby and other authorized daily expenses shall be entered electronically via the Aviation Business System (ABS) for payment processing. Payments will be made semi-monthly for services approved. The daily invoices will be "bundled" every two weeks by the COR for submission to Albuquerque Service Center (ASC) via ABS for payment. If the vendor makes any changes on the invoices, the invoices will be returned via ABS to the COR to approve or reject the changes. Changed invoices as accepted by the COR are submitted to ASC for payment. The FS-6500-122 may be used as a backup to record authorized daily charges for submission into ABS.

(b) To prepare for access to ABS, please request an e-authentication user name and password by accessing <http://www.fs.fed.us/business/abs/index.php>. Help desk support is available at (866) 224-7677. Your e-authentication username and password serve as your electronic signature.

C-39 PERFORMANCE BY GOVERNMENT-FURNISHED PILOT

(a) General

(1) The following provisions shall apply to the performance of work ordered under the BOA, on an intermittent and short term basis, when the utilization of a qualified Government Pilot is authorized by the Contractor. All other provisions not expressly changed herein continue to apply.

(2) Qualified Government Pilots may operate Contractor aircraft on a case by case basis, upon written approval of the Regional Aviation Officer (RAO) and the CO. Government pilots must complete the operators CFR 14 135 training and be listed on the insurance policy of the vendor.

(3) Government Pilot operations will be in compliance with the USDA Forest Service Manual (FSM) 5700 and Title 14, Part 91 of the CFR, including those portions that apply to civil aircraft except as noted in the agency manuals.

(4) Appropriate records to establish the qualifications and experience of the Government Pilot will be furnished to the Contractor upon request.

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(5) The Contractor may conduct check rides and/or training of Government Pilots for familiarization in the Contractor's aircraft. The cost of check rides and flight training, if required, will be borne by the Government.

(6) Approval of a Government Pilot to perform work under an order against the agreement rests solely with the Contractor.

(7) The Loss, Damage, or Destruction clause, is applicable to orders against the agreement when the Contractor authorizes performance by a Government Pilot.

(8) The payment provisions of the agreement remain unchanged.

(9) The Government Pilot Shall not function as Contractor's scheduled relief Pilot.

(b) Loss, Damage, or Destruction

(1) The Contractor shall indemnify and hold the Government harmless from any and all losses or damage to the aircraft furnished except as provided in (4)(i) below. For the purpose of fulfilling his obligation under this clause, the Contractor shall procure and maintain during the term of this agreement, and any extension thereof, hull insurance acceptable to the CO. The Contractor's insurance coverage shall apply to Pilots furnished by the Government to operate the aircraft. The parties named insured under the policies shall be the Contractor and the United States of America. The Contractor may request a list of Government Pilots by name and qualification who are potential Pilots.

(2) Prior to the commencement of work hereunder, the Contractor shall furnish the CO 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.

(3) Each policy or certificate evidencing the insurance shall contain an endorsement that provides that the insurance company will notify the CO 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 that adversely affects the interest of the Government in such insurance. The notice shall be sent by registered mail and shall identify this agreement, the name and address of the Contracting Office, the policy, and the insured.

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

(a) In-Motion Accidents - Up to five percent of the current insured value of the aircraft stated in the policy.

(b) Not In-Motion Accidents – Up to \$1,000.00 per accident.

(5) Such reimbursement shall not be made; however, for loss or damage to the aircraft resulting from normal wear and tear, negligence or fault in maintenance of the aircraft by the Contractor, or defect in construction of the aircraft or a component thereof.

SECTION C
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(6) If damage to the aircraft is established to be the fault of the Government, Ordered Standby payments will be made to the Contractor during the repair period. The Government may at its option, make necessary repairs or return the aircraft to the Contractor 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 Contractor thereafter.

(7) The contractor shall use every precaution necessary to prevent damage to public and private property. The Contractor shall be responsible for all damage to property and to persons, including third parties that occur as a result of their own or their agent's or employee's fault or negligence. The term "third parties" is construed to include employees of the Government. The Contractor may be otherwise insured by a combination of primary and excess policies. Such policies must have combined coverage equal to or greater than the combined minimums required.

(8) Any failure to agree as to the responsibility of the Contractor shall after a final determination and finding by the CO, be considered a dispute in accordance with the FAR "Dispute Clause".

(9) The Government shall not be liable for damages to contractor equipment or personnel except for damages caused by Government personnel acting within the scope of their official duties as compensable under the Federal Tort Claims Act, 28 U.S.C. 2671-2680.

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C-40 DEFINITIONS

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

Additional Personnel. Additional personnel specifically ordered by the CO where it is to the Government's advantage to have additional availability of the aircraft (not to be confused with a relief Pilot furnished by Contractor to replace primary Pilot).

Air Tactical. Special mission flights above 500 feet AGL involving the aerial airspace management and use of aviation resources.

Aircraft Accident. An occurrence associated with the operation of an aircraft, which takes place between the time any person boards the aircraft with the intention of flight and all such persons have disembarked, and in which any person suffers death or serious injury, or in which the aircraft receives substantial damage.

Aircraft Incident. An occurrence other than an accident, associated with the operation of an aircraft, which affects or could affect the safety of operations.

Aircraft Make and Model. A specific make and basic model of aircraft, including modification; e.g., a Cessna 206

Aircraft Make, Model, and Series. A specific make, model, and series of aircraft including modification (e.g., a Cessna 310 is not the same make, model, and series as a Cessna 337).

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

Alert Status. A status subject to flight and duty limitations, in which the Contractor has 1 hour to return to standby if ordered by the CO to do so.

Assigned Work Location. A location other than the Home Base, established to permit operation from vicinity of a project area.

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

Call-When-Needed. A term used to identify the furnishing of services on an "as needed basis" or "intermittent use" in Government procurement agreements. There is no guarantee the Government will place any orders and the Contractor is not obligated to accept any orders. However, once the Contractor accepts an order, the Contractor is obligated to perform in accordance with the terms and conditions stated herein.

Cargo. Any item that is not an occupant or part of the aircraft carried by the aircraft.

Category 4 Airstrip. These are mountain/remote airstrips and are restricted by the Forest Service to day VFR flight only. Use authorization must be obtained from the appropriate National Forest dispatch office. Pilots must have an endorsement on their Pilot Qualification Card and meet specific currency requirements.

SECTION C DESCRIPTION/ SPECIFICATIONS

Civil Twilight. Begins in the morning, and ends in the evening when the center of the sun is geometrically 6° below the horizon.

Contractor. An operator being paid by the Government for services.

Crew Member. A person assigned to perform duties in an aircraft during flight time.

Cruising Speed, Service Ceiling, and Cruising Range. Shall be the same as applied by the CAB and FAA, United States Department of Transportation and the aircraft manufacturer.

Empty Weight. The last weight and moment entry on the aircraft weight and balance record. Empty weight is determined using weight and balance data which was determined by actual weighing of the aircraft within 36-calendar months preceding the starting date of the agreement, or renewal period, and following any major repair or major alteration or change to the equipment list which affects the center of gravity of the aircraft.

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 the agreement (i.e., survival kit).

The aircraft equipped weight is determined using weight and balance data which was determined by actual weighing of the aircraft within 36-calendar months preceding the starting date of the agreement, or renewal period, and following any major repair or major alteration or change to the equipment list which affects the center of gravity of the aircraft.

Fatal Injury. Any injury, which results in death within 30-days of the accident.

Federal Aviation Regulations. Rules and regulations contained in Title 14 of the Code of Federal Regulations.

Ferry Flight. Movement of the aircraft under its own power from point-to-point without passenger(s) or cargo.

Fire Reconnaissance. Special mission flights above 500 feet AGL involving the detection of fires.

Flight Crew. Those Contractor personnel required by the Federal Aviation Administration to operate the aircraft safely while performing under the agreement to the Government.

Flight Manager. Designated Government Representative for all passengers on a flight.

Fully Operational. Aircraft, Pilot(s), other personnel, repairs, operating supplies, service facilities, and incidentals necessary for the safe operation of the aircraft both on the ground and in the air.

Fully Rated Capacity. The number of passenger seats or pounds of cargo load authorized in the applicable Type Certificate Data Sheet.

Gross Weight. The loaded weight of an aircraft. Gross weight includes the total weight of the aircraft, the weight of the fuel and oil, and the weight of the entire load it is carrying.

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Ground Mishap, Aircraft. An aircraft mishap in which there is no intent to fly; however, the power plants and/or rotors are in operation and damage incurred requiring replacement or repair of rotors, propellers, wheels, tires, wing tips, flaps, etc., or an injury is incurred requiring first aid or medical attention.

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

Home Base. The home base shall be the primary address listed on the FAR 135 Air Carrier Operating certificate issued by certificate holding FAA District Office.

Incident. An occurrence other than an accident, associated with the operation of an aircraft, which affects or could affect the safety of operations.

Incident with Potential. An incident that narrowly misses being an accident and in which the circumstances indicate serious potential for substantial damage or injury.

Instrument Flight Rules (IFR). As defined in 14 CFR 91.

Internal Cargo Compartments. An area within the aircraft specifically designed to carry cargo.

Law Enforcement. Those duties carried out by agency personnel together with personnel from cooperating agencies, to enforce various Federal laws applicable to trespass (those activities relating to timber, grazing, fire, occupancy and others). Other activities can include those that are illegal under the antiquities acts and the manufacturing, production, and trafficking of substances in violation of the Controlled Substances Act (16 U.S.C. 559b-f)) and other illegal activities occurring on agency jurisdictional lands. Specific law enforcement activities can include surveillance (visual, infrared, or photographic), transportation of law enforcement personnel and persons in custody and transportation of property (both internally and externally).

Life-Threatening. A situation or occurrence of a serious nature, developing suddenly and unexpectedly and demanding immediate action to prevent loss of life.

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.

Maximum Certificated Gross Weight: Maximum certificated gross weight is the absolute maximum allowable weight (crew, passengers, fuel, oil, fluids, cargo, and special equipment) as established by the manufacturer and approved by the Federal Aviation Administration.

Medical Attention. An injury, less than serious, for which a physician prescribes medical treatment and makes a charge for this service.

Mission Use. The use of an aircraft that in-itself constitutes discharge of official Forest Service responsibilities. Mission flights may be either routine or emergency, and may include such activities as lead plane, smokejumper/Para cargo, aerial photography, mobilization/demobilization of emergency support resources, reconnaissance, survey, and project support. Mission flights do not include official travel to make speeches, attend conferences or meetings, or make routine site visits.

SECTION C DESCRIPTION/ SPECIFICATIONS

Mishap, Aviation. Mishaps include aircraft accidents, incidents-with-potential, aircraft incidents, and aircraft maintenance deficiencies.

Mountain Flying. Conducting flight operations that require special techniques including take offs and landings at locations with 5,000 feet above sea level or greater pressure altitudes, at temperature ranges above 75 degrees F, and or limited and unimproved airstrips.

Mountain/Remote Airstrips. These are Category 4 airstrips and are restricted by the Forest Service to day VFR flight only. Use authorization must be obtained from the appropriate National Forest dispatch office. Pilots must have an endorsement on their Pilot Qualification Card and meet specific currency requirements.

Night Operations. For ordered flight missions that are performed under the agreement, night shall mean: 30 minutes after official sunset to 30 minutes before official sunrise, based on local time of appropriate sunrise/sunset tables nearest to the planned destination.

Occupant: Any crew or passenger that is aboard an aircraft.

Operating Agency. An executive agency or any entity thereof using agency aircraft, which it does not own.

Operational Control. The condition existing when an entity exercises authority over initiating, conducting or terminating a flight.

Operator. Any person who causes or authorizes the operation of an aircraft, such as the owner, lessee, or bailee of an aircraft.

Passenger. Any person aboard an aircraft who does not perform the function of a flight crewmember or crewmember.

Passenger Seating Capacity. Number of passenger seats excluding Pilot(s).

Pilot-In-Command (PIC). The Pilot responsible for the operation and safety of the aircraft during the time defined as flight time.

Point-to-Point. Aircraft operations between any two geographic locations operationally suitable for takeoff and landing (airport to airport). A flight to a designated or defined mountain/remote airstrip (category 4) does not constitute a point to point flight.

Precautionary Landing. A landing necessitated by apparent impending failure of engines, systems, or components, which makes continued flight inadvisable.

Resource Reconnaissance. Special mission flights above 500 feet AGL involving observation and fact-finding reconnaissance, i.e. wildlife monitoring, snow surveys, search and rescue, timber and range surveys, insect and disease surveys, law enforcement, and aerial photography.

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SAFECOM. Used to report any condition, observance, act, maintenance problem, or circumstance, which has potential to cause an aviation related mishap. The purpose of the SAFECOM form is not intended to be punitive in nature. It will be used to disseminate safety information to aviation managers, and also to aid in accident prevention by trend monitoring and tracking. See www.safecom.gov

Serious Injury. Any injury which: (1) requires hospitalization for more than 48-hours, commencing within 7-days from the date the injury was received; (2) results in a fracture of any bone (except simple fractures of fingers, toes or nose); (3) causes severe hemorrhages, nerve, muscle or tendon damage; (4) involves any internal organ; or; (5) involves second or third-degree burns, or any burns affecting more than 5% of the body surface.

Special Mission Aircraft. Aircraft approved for other than point to point only missions. Transportation is limited to personnel required to carry out the special mission of the aircraft.

Special Missions. Aviation resource mission in direct support of incidents, i.e., air tactical, fire reconnaissance, resource reconnaissance, all-risk, mountain/remote airstrips (category 4), and other missions requiring special qualifications, training, and/or equipment.

Substantial Damage. Any damage or failure which adversely affects the structural strength, performance or flight characteristics of the aircraft, and which would normally require major repair or replacement of the affected component. Engine failure or damage limited to an engine if only one engine fails or rotor or propeller blades and damage to landing gear, wheels, tires, flaps, engine accessories, brakes, or wing tips are not considered "substantial damage" for the purpose of this part.

Useful Load. The maximum allowable weight (passengers and/or cargo) that can be carried in any one mission.

Visual Flight Rules (VFR). As defined in 14 CFR Part 91.

C-41 ABBREVIATIONS

A&P	Airframe & Power plant (Mechanic)
ABS	Aviation Business Systems
AC	Advisory Circular
ACCO	Air Carrier/Commercial Operator
AD	Airworthiness Directive
AFF	Automated Flight Following
AMD	Aviation Management Directorate (formerly OAS)
AMI	Aviation Maintenance Inspector
ASP	Aviation Safety Plan
ATC	Air Traffic Control
BOA	Basic Ordering Agreement
CAB	Civil Aeronautics Board
CG	Center of Gravity
CO	Contracting Officer
CFR	Code of Federal Regulations
COR	Contracting Officer's Representative
COTR	Contracting Officer's Technical Representative
CWN	Call-when-Needed (Agreement)

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DOI	Department of the Interior
DOT	Department of Transportation
ELT	Emergency Locator Transmitter
EPA	Environmental Protection Agency
ETA	Estimated Time of Arrival
FAA	Federal Aviation Administration
FAO	Forest Aviation Officer
FAR	Federal Acquisition Regulations
FHP	Forest Health Protection
FPMR	Federal Property Management Regulations
FS	Forest Service
FSS	Flight Service Station
GACC	Geographic Area Coordination Center
GPM	Gallons-Per-Minute
GPS	Global Positioning System
ICAO	International Civil Aviation Organization
IFR	Instrument Flight Rules
IMC	Instrument Meteorological Conditions
ISA	International Standard Atmosphere
M&IE	Meals and Incidental Expenses
MEL	Minimum Equipment List
MSL	Mean Sea Level
NTSB	National Transportation Safety Board
NOTAM	Notice to Airmen
PA	Public Address System
PASP	Project Aviation Safety Plan
PIC	Pilot-in-Command
PPE	Personal Protective Equipment
PTT	Push-To-Talk
RAO	Regional Aviation Officer
RASM	Regional Aviation Safety Manager
RON	Remain-Over-Night
SIC	Second-in-Command/Co-Pilot
STC	Supplemental Type Certificate
TBO	Time Between Overhaul
TCAS	Traffic Collision Avoidance System
TSO	Technical Standard Order
TFR	Temporary Flight Restriction
USDA-FS	United States Department of Agriculture-Forest Service
VFR	Visual Flight Rules
VNE	Velocity Never Exceed
VSO	Stall Speed in a landing configuration
VSWR	Voltage Standing Wave Ratio

**SECTION C
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ATTACHMENT 1- WAGE DETERMINATION

WD 95-0222 (Rev.-33) was first posted on www.wdol.gov on 06/25/2013

Aerial Photographers/Seeding/Spraying

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON, D.C. 20210
Diane C. Koplewski		Wage Determination No: 1995-0222
Director		Revision No: 34
Division of Wage Determinations		Date Of Revision: 06/19/2013

 Nationwide: Applicable in the continental U.S. Alaska, Puerto Rico, Hawaii and Virgin Islands.

Fringe Benefits Required Follow the Occupational Listing

Employed on U.S. Government contracts for aerial photographer, aerial seeding, aerial spraying, transportation of personnel and cargo, fire reconnaissance, administrative flying, fire detection, air taxi mail service, and other flying services.

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
31010 - Airplane Pilot		25.70
(not set) - First Officer (Co-Pilot)		23.40
(not set) - Aerial Photographer		12.84

EXCEPT SCHEDULED AIRLINE TRANSPORTATION AND LARGE MULTI-ENGINE AIRCRAFT SUCH AS THE B-727, DC-8, AND THE DC-9.

 ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.71 per hour or \$148.40 per week or \$643.07 per month

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

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

VACATION (Hawaii): 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 weeks after 15 years.

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Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HEALTH & WELFARE (Hawaii): \$1.50 per hour, or \$60.00 per week, or \$260.00 per month hour for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$3.71 per hour.

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other

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personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or

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notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

** OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS **

Aerial Photographer

The aerial photographer must be skilled in reading flight maps, capable of assisting the pilot to adhere to flight lines, be able to level and operate a cartographic camera and its auxiliary equipment mounted in the aircraft so that the photographs that are taken will have the required forward lap and side lap for use in photogrammetric mapping equipment, and possess a working knowledge of aerial films and camera filters to insure proper exposure of the films.

First Officer (Co-Pilot)

Is second in command of commercial airplane and its crew while transporting passengers, mail, or other cargo on scheduled or nonscheduled flights. Assists or relieves an airline captain in operating the controls of an airplane; monitoring flight and engine instruments; and maintaining air-to-ground communications.

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ATTACHMENT 2- PUBLIC AIRCRAFT OPERATIONS DECLARATION

This Attachment serves as notice that you may be conducting Public Aircraft Operations (PAO) while under contract to the United States Forest Service (USFS). Flights ordered and conducted under this contract may be considered Public Aircraft Operations.

All contract requirements including compliance with applicable 14 CFR regulations apply for PAO flights.

After contract award, the contractor/company is responsible for providing the following information to the Federal Aviation Administration Flight Standards District Office that your 133, 135 and/or 137 Certificates are issued by. In addition, a copy of this document is required to be carried in each contracted aircraft listed below and provided to the contracting office.

****Civil Operator** (*Name your Certificates are Held Under*):

****Aircraft Type (Fixed-Wing or Helicopter)** (*Make/ Model/ Series*):

****Name of Aircraft Owner** (*Name on Aircraft Registration*):

****Aircraft Registration Number(s)** (*N Number(s) of aircraft on contract*):

Contract Number:

Contract Type and Service:

Date of Contract:

Date of Proposed First Flight as a PAO:

Date PAO Declaration Expires:

Public Aircraft Operations are being conducted under contract by: U.S. Forest Service, 1400 Independence Avenue SW, Washington DC 20250

Acquisition Management Official: Gloria R. Sanders, Contracting Officer, GRSanders@fs.fed.us or 404-347-4023

Government Official Making PAO Flight Determinations: Art Hinaman, Assistant Director of Aviation, awhinaman@fs.fed.us or (202) 205-1505

Please contact Art Hinaman, Assistant Director of Aviation at awhinaman@fs.fed.us or (202) 205-1505 with comments or questions regarding the PAO declaration.

****Please complete these fields of this Attachment and return. If additional space is needed please attach a separate sheet.**

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ATTACHMENT 3 CPARS EVALUATION FORM

FOR CWN – RETURN COMPLETED FORM TO: U.S. FOREST SERVICE Southern region (R8) 1720 Peachtree Road N.W. Ste 876S Atlanta, GA 30309-2404 Fax 404-347-4866		EVALUATION REPORT ON CONTRACTOR PERFORMANCE	
		<i>SOURCE SELECTION INFORMATION NOT FOR PUBLIC RELEASE (see FAR 3.104 & 42.1503)</i>	
AGENCY / USER		CONTRACT NO.	
ADDRESS		CONTRACTOR	
CITY / STATE / ZIP		PERIOD OF PERFORMANC E	FROM TO
CONTRACT COR		LOCATION OF PERFORMANC E	
PROGRAM TITLE	AIRCRAFT FLIGHT SERVICES: <input type="checkbox"/> AIRPLANE <input type="checkbox"/> HELICOPTER <input type="checkbox"/> AIR TANKER <input type="checkbox"/> OTHER		
	AIRCRAFT TYPE		
CONTRACT EFFORT DESCRIPTION <i>(check all that apply)</i>	<input type="checkbox"/> EXCLUSIVE USE <input type="checkbox"/> CALL WHEN NEEDED		
	<input type="checkbox"/> FIRE MANAGEMENT <input type="checkbox"/> RESOURCE <input type="checkbox"/> MAINTENANCE		
	<input type="checkbox"/> OTHER MISSION – specify: 		
INSTRUCTIONS: This form can be completed on the computer or printed and completed by hand. Use the mouse to navigate. To check or uncheck a box, 'double click' the box. If further direction is required on how to complete this evaluation or where to submit it, please contact your Contracting Officer. Comment boxes are formatted to automatically wrap the entered text. Check the box that best describes the level in which the Contractor supported the area described. Comments are essential and must substantiate your rating selection. N/A = not applicable. If additional space is required, use page 2 of the form or attach additional page(s).			
SEE PAGE 3 FOR EVALUATION RATINGS DEFINITIONS			
1. Quality of Service. Contractor was professional and conformed to contract requirements. Was capable, efficient and effective in supporting the programs of this contract. Provided well maintained equipment and highly qualified personnel. <input type="checkbox"/> N/A <input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory			
COMMENTS:			
2. Schedule. Contractor was prepared and available to begin work on contract start date and provided daily coverage during the contract period with little to no disruption or unavailability. Contractor kept COR informed of crew exchanges, maintenance issues, etc. <input type="checkbox"/> N/A <input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory			
COMMENTS:			

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3. Business Relations. Contractor was cooperative and customer oriented, provided sufficient field support, satisfactorily addressed any issues or concerns, and identified corrective action as necessary.
 N/A Exceptional Very Good Satisfactory Marginal Unsatisfactory
 COMMENTS: 

4. Management of Key Personnel. Contractor and on-site representatives were professional, well qualified, and committed to customer satisfaction and safety of operations. Contractor provided necessary support for key personnel and if applicable, took necessary action to correct or replace any personnel.
 N/A Exceptional Very Good Satisfactory Marginal Unsatisfactory
 COMMENTS: 

5. Other - Safety. Contractor and on-site representatives attitude and efforts, as well as actual application, towards aircraft safety and general safety of operations.
 N/A Exceptional Very Good Satisfactory Marginal Unsatisfactory
 COMMENTS: 

6. Customer Satisfaction. Identify to what level you were satisfied with the services provided under this contract. If given the opportunity, would you hire this Contractor again to accomplish a similar project?
 N/A Exceptional Very Good Satisfactory Marginal Unsatisfactory
 COMMENTS: 

Additional comments to support your response to any item above or other items (include additional page if needed)

Name and Title of Individual Completing this Form			
Signature	Telephone Number	Date	

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CPARS

RATING	DEFINITION	NOTE
Exceptional	Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element being assessed was accomplished with few minor problems for which corrective actions taken by the Contractor was highly effective.	To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the Government. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also there should have been NO significant weaknesses identified.
Very Good	Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element being assessed was accomplished with some minor problems for which corrective actions taken by the Contractor was effective.	To justify a Very Good rating, identify a significant event and state how it was a benefit to the Government. There should have been no significant weaknesses identified.
Satisfactory	Performance meets contractual requirements. The contractual performance of the element being assessed contains some minor problems for which corrective actions taken by the Contractor appear or were satisfactory.	To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified.
Marginal	Performance does not meet some contractual requirements. The contractual performance of the element being assessed reflects a serious problem for which the Contractor has not yet identified corrective actions. The Contractor's proposed actions appear only marginally effective or were not fully implemented.	To justify Marginal performance, identify a significant event in each category that the Contractor has trouble overcoming and state how it impacted the Government. A Marginal rating should be supported by referencing the management tool that notified the Contractor of the contractual deficiency. (e.g. quality, schedule, business relations, management of key personnel, safety report or letter)
Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.	To justify an Unsatisfactory rating, identify multiple significant events in each category that the Contractor had trouble overcoming and state how it impacted the Government. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g. management, quality, safety, etc.)

D-1 CONTRACT CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This agreement incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available. Also, the full text of a clause may be accessed electronically at this/these address (es): www.acquisition.gov

D-2 ADDENDUM TO 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS CLAUSES INCORPORATED BY REFERENCE**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

52.203-3	Gratuities (APR 1984)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
52.204-4	Printed or Copied Double-Sided on Recycled Paper (MAY 2011)
52.229-3	Federal, State, and Local Taxes (APR 2003)
52.242-13	Bankruptcy (JUL 1995)
52.245-1	Government Property (APR 2012)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

452.204-70	Inquiries (FEB 1998)
452.219-70	Size Standard and NAICS Code Information (SEP 2001)

D-3 Economic Price Adjustment Contract Flight Rates

During the contract periods, including renewal, flight rates will be adjusted to reflect increases and decreases in the prices of aviation fuel. The price of aviation fuel is established in the Schedule of items. The prices are based on the average fuel price commercially available at Airport or zip code location specific to Region 8. The average of the fuel prices are derived from the following website:

<http://www.airnav.com/fuel/>

A fuel survey will be conducted approximately February 16th and July 16th of each contract period. An adjustment will only be made to the fuel portion of the flight rate if the variation is \$0.10 or more per gallon from the price established in the previous adjustment. The option year flight rate will be adjusted at the time of renewal to reflect changes in fuel prices from the last fuel survey and the fuel rates established in the Schedule of Items (See Section B, Fuel Price Basis) if the variation is \$0.10 or more per gallon. The flight rate will be adjusted by the difference between the current average and the base fuel prices multiplied by the hourly fuel consumption rate of the aircraft

D-4 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-9) (FEB 2012)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the agreement, by posting the required information in the System for Award Management (SAM) database via <http://sam.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—

(i) Past performance reviews required by subpart [42.15](#);

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

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

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite [52.209-9](#) and request removal within 7 calendar days of the posting to FAPIIS.

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

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

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

D-5 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the agreement. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

D-6 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)

(a) The Government may extend the term of the agreement by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the agreement expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of the agreement, including the exercise of any options under this clause, shall not exceed 5 years 6 months.

D-7 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Par 4), this clause identifies the classes of service employees expected to be employed under the agreement and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This statement is for information only: It is not a wage determination.

<u>Employee</u>	<u>Class</u>	<u>Wage</u>
Aircraft Pilot	GS-11	\$25.27
Aircraft Co-Pilot	GS-11	\$23.01

D-8 AVAILABILITY OF FUNDS (FAR 52.232-18) (APR 1984)

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

D-9 PROPERTY AND PERSONAL DAMAGE

(a) The Contractor shall use every precaution necessary to prevent damage to public and private property.

(b) The Contractor shall be responsible for all damage to property and to persons, including third parties that occur as a result of his or his agents or employee's fault or negligence. The term "third parties" is construed to include employees of the Government.

(c) The Contractor shall procure and maintain during the term of this agreement, and any extension thereof, aircraft and General Public Liability Insurance in accordance with 14 CFR 205. The parties named insured under the policy or policies shall be the **CONTRACTOR and THE UNITED STATES OF AMERICA.**

(d) The Contractor may be otherwise insured by a combination of primary and excess policies. Such policies shall have combined coverage equal to or greater than the combined minimums required.

(e) Policies containing exclusions for chemical damage or damage incidental to the use of equipment and supplies furnished under this agreement, or growing out of direct performance of the agreement, will not be acceptable. The chemical damage coverage may be limited to chemicals dispensed while performing firefighting activities.

(f) Prior to the commencement of work, the Contractor shall provide the CO with one copy of the insurance policy, or confirmation from the insurance company, certifying that the coverage described in this clause has been obtained.

D-10 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (FAR 52.212-5) (AUG 2012)

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

- (1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).
- Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).
- (2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

- (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).
- (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).
- (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- (5) [52.204-11](#), American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).
- (6) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).
- (7) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).
- (8) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
- (9) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).
- (10) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- (11) [Reserved]
- (12)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).

- (ii) Alternate I (Nov 2011).
- (iii) Alternate II (Nov 2011).
- (13)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- (ii) Alternate I (Oct 1995) of [52.219-7](#).
- (iii) Alternate II (Mar 2004) of [52.219-7](#).
- (14) [52.219-8](#), Utilization of Small Business Concerns (Jan 2011) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- (15)(i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2011) ([15 U.S.C. 637\(d\)\(4\)](#)).
- (ii) Alternate I (Oct 2001) of [52.219-9](#).
- (iii) Alternate II (Oct 2001) of [52.219-9](#).
- (iv) Alternate III (Jul 2010) of [52.219-9](#).
- (16) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011)([15 U.S.C. 644\(r\)](#)).
- (17) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).
- (18) [52.219-16](#), Liquidated Damages—Subcon-tracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- (19)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (June 2003) of [52.219-23](#).
- (20) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- (21) [52.219-26](#), Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- (22) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- (23) [52.219-28](#), Post Award Small Business Program Rerepresentation (Apr 2012) ([15 U.S.C. 632\(a\)\(2\)](#)).
- (24) [52.219-29](#), Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) ([15 U.S.C. 637\(m\)](#)).
- (25) [52.219-30](#), Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) ([15 U.S.C. 637\(m\)](#)).
- (26) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).

- (27) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- (28) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- (29) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- (30) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010)([38 U.S.C. 4212](#)).
- (31) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- (33) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (34) [52.222-54](#), Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- (35)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA—Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (36) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- (37)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- (ii) Alternate I (DEC 2007) of [52.223-16](#).
- (38) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- (39) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).
- (40)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (May 2012) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).
- (ii) Alternate I (Mar 2012) of [52.225-3](#).
- (iii) Alternate II (Mar 2012) of [52.225-3](#).
- (iv) Alternate III (Mar 2012) of [52.225-3](#).
- (41) [52.225-5](#), Trade Agreements (MAY 2012) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

- (42) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (43) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- (44) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- (45) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- (46) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- (47) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).
- (48) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).
- (49) [52.232-36](#), Payment by Third Party (Feb 2010) ([31 U.S.C. 3332](#)).
- (50) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- (51)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
- (ii) Alternate I (Apr 2003) of [52.247-64](#).

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

- (1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
- (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
- (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
- (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
- (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
- (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

(7) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

(8) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

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

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

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

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

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

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

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

(iii) [Reserved]

(iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(v) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).

(vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

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

- (viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
 (ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

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

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

(xii) [52.222-54](#), Employment Eligibility Verification (JUL 2012).

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

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

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

D-11 ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS (AGAR 452.209 -71) (ALTERNATE 1) (FEB 2012)

(a) This award is subject to the provisions contained in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, Sections 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that it –

(1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and

(2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.

(b) If the awardee fails to comply with these provisions, the Forest Service may terminate the agreement for default and may recover any funds the awardee has received in violation of sections 433 or 434.