

SECTION A - SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

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 165
2. CONTRACT NO. AG-04H1-B-11-		3. AWARD/EFFECTIVE DATE May 17, 2011	4. ORDER NUMBER	5. SOLICITATION NUMBER AG-04H1-S-11-9200	6. SOLICITATION ISSUE DATE 2/4/2011
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Ben R. McGrane E-Mail: bmcgrane@fs.fed.us		b. TELEPHONE NUMBER (No collect calls) (541) 504-7273	8. OFFER DUE DATE/ LOCAL TIME March 4, 2011 4:00 pm PST
9. ISSUED BY USDA Forest Service Region 6 Fire and Aviation Contracting 1740 SE Ochoco Way Redmond, OR 97756			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"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN <input type="checkbox"/> 8(A) OWNED SMALL BUSINESS NAICS: 481212 SIZE STANDARD: 1500 Employees	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	
15. DELIVER TO		CODE	16. ADMINISTERED BY See Block 9		
17a. CONTRACTOR/OFFEROR		CODE	18a. PAYMENT WILL BE MADE BY ALBUQUERQUE SERVICE CENTER INCIDENT FINANCE – AVIATION CONTRACTS 101B SUN AVENUE, NE ALBUQUERQUE, NM 87109		
TELEPHONE NO.		DUNS NO	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		
<input type="checkbox"/> 17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT
	SEE SECTION B (ATTACHED) CALL WHEN NEEDED HELICOPTERS,(USFS REGION 6)				
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" 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 checked="" 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 checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES 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
			Ben R. McGrane		May 17, 2011

**SECTION B
 SCHEDULE OF ITEMS**

B-1 SCHEDULE OF ITEMS

This is a Blanket Purchase Agreement (BPA) for fully operated and maintained Light (Type III) Helicopter aircraft services on a Call-When-Needed (CWN) basis throughout Region 6, see Note, Paragraph C-1. Aircraft shall meet the requirements of this schedule and the specifications included herein, including fuel servicing vehicle(s).

Upon Contractor's acceptance of an order from an authorized ordering office, the order becomes a binding agreement under the prices, terms, and conditions of this Blanket Purchase Agreement (BPA).

N Number	Make	Model & Series	Equipped Weight ² (as per contract definition)	HIGE/HOGE Reference	Daily Availability Rate ³ 2011	Daily Availability Rate ³ 2012	Daily Availability Rate ³ 2013	Daily Availability Rate ³ 2014	Project Hourly Flight Rate ⁴ 2011	Project Hourly Flight Rate ⁴ 2012	Project Hourly Flight Rate ⁴ 2013	Project Hourly Flight Rate ⁴ 2014
				HIGE: _____ HOGE: _____								
				HIGE: _____ HOGE: _____								
				HIGE: _____ HOGE: _____								
				HIGE: _____ HOGE: _____								

¹ Category: Indicate the category the aircraft is offered as: Standard = S, Limited (Standard Category offered in a Limited Capacity) = L, and Restricted = R

² **Contracted Helicopter Equipped Weight**

Equipped Weight = _____ lbs

Equipped weight equals the Empty Weight (as listed in the Weight and Balance Data) plus the weight of lubricants and onboard equipment required by BPA (i.e., including but not limited to survival kit, rappel anchor, first aid kit). Does not include the weight of the bucket and any associated suspension hardware. See definitions at C-47 for reference.

The helicopter-equipped weight shall be based on the actual weighing of the aircraft and shall meet the following requirements:

The weighing shall be accomplished prior to submission of the proposal. **The weighing must take place within 12 months prior to award of any agreements under this agreement.**

Helicopter(s) under initially awarded agreements(s) under this solicitation shall remain at or below contracted helicopter equipped weight as bid. Helicopters will be allowed 1% above the awarded contracted helicopter equipped weight during the agreement option period(s). The aircraft's equipped weight is determined using weight and balance data which was determined by actual weighing of the aircraft within **12 months preceding the starting date of the agreement and 24 months thereafter including options or following** any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft. Cowlings, doors and fairings shall not be removed to meet agreement equipped weight for performance. If the government requires additional equipment after agreement award no penalty will be assessed.

³ The awarded Daily Availability Rate shall include all fixed and variable costs (depreciation, salaries, overnight allowances, overhead, permanent shop facilities, etc.) incurred in providing continuous service exclusive of those costs directly attributed to actual flight.

⁴ Project Flight Rates will not be used in the evaluation for award.

Hourly Flight Rate will be paid at the applicable Hourly Flight Rate, in accordance with Exhibit 12, Helicopter Services Hourly Flight Rates, Fuel Consumption, and Weight Reduction Chart.

SECTION B SCHEDULE OF ITEMS

B-2 PRINCIPAL BASE OF OPERATION

Offeror shall enter the location of the "Principal Base of Operation" in accordance with the definitions found in Section C for the offered aircraft. For Type III helicopters the location of the Contractor's Operating Certificate is the determining factor as to where the Agreement is administered. Therefore, the same aircraft number will not be awarded/administered under more than one Forest Service CWN agreement. Offers to furnishing services on a "Call-When-Needed" basis for Type III's are being solicited from operators that have a principal base of operations in Oregon or Washington only and for aircraft listed on that 135 Certificate.

Location (Physical Address)

State

B-3 AIRCRAFT PERFORMANCE SPECIFICATIONS (MINIMUM) TO BE USED FOR PROPOSAL EVALUATION PURPOSES, (B) AIRCRAFT WEIGHING AND WEIGHT VALIDATION

(a) Performance shall be based on minimum engine specification. Aircraft performance capabilities shall be determined by using the Standard Interagency Helicopter Load Calculation Method. (Exhibit 13, Interagency Helicopter Load Calculation)

Performance enhancing data (Power Assurance Checks, wind charts, etc) shall not be used. Only FAA approved charts based on minimum specification engine performance shall be used. As an example, Kaman K-1200 helicopters shall only use minimum specification engine performance data calculated from Rotorcraft FMS NO. 1, (USFS Fire Fighting).

Use (Exhibit 13, Interagency Helicopter Load Calculation and Exhibit 12, Hourly Flight Rates, Fuel consumption, and Weight Reduction Chart) per aircraft type and the appropriate Hover Ceiling Charts (HOGE and HIGE) from the approved Rotorcraft Flight Manual with current supplements and changes as applicable.

(b) Aircraft Weighing and Weight Validation

(1) The aircraft's equipped weight is determined using weight and balance data, which was determined by actual weighing of the aircraft in accordance with the manufacture's requirements and configured in accordance with the agreement specifications, as proposed. Additional weighing criteria:

(i) The weighing shall be accomplished by the Contractor or their agent.

(ii) All weighing of aircraft shall be performed on scales that have been certified as accurate ***within the previous one (1) year***. The certifying entity may be any accredited weights and measures laboratory using standards traceable to the National Institute of Standards and Technology (NIST). The scales should be listed by make model and calibration date in the aircrafts weight and balance documentation (See Form B, Exhibit 19).

SECTION B SCHEDULE OF ITEMS

(iii) Weighing shall be:

- (A) Accomplished within 12 months prior to the due date of proposal submission, and
- (B) at an interval of 24 months thereafter and / or
- (C) Following any major repair or major alteration or change to the equipment list, which significantly affects the center of gravity of the aircraft.

(iv) Helicopter(s) under this solicitation shall:

Remain at or below the contracted helicopter equipped weight as proposed in the base year of the agreement. When there is a difference in the aircraft's weight between different sets of scales, scales shall be allowed a maintenance tolerance of .2 % (two tenths of a percent) of the scale reading for each set of scales. For example, a helicopter that weighed 6000 lbs on one scale set would be allowed a 12 lb tolerance on each scale set when compared. (Ref. NIST Handbook 44, Table 6).

- (A) Be allowed a total of 1% above the contracted helicopter equipped weight as proposed during the combined agreement option periods.

(v) Cowlings, doors and fairings shall not be removed to meet agreement equipped weight for performance.

(vi) If the government requires additional equipment after agreement award, no penalty will be assessed.

(2) After proposal evaluations and prior to or post award all aircraft weighing shall be witnessed and validated by Agency Aircraft Inspector(s). If aircraft must be weighed post award it will be at the option of the Government. The objective of the second and separate weighing is to validate the contractor's proposed weight as configured to comply with the solicitation requirements. Contractors are responsible for the costs associated with weighing the aircraft excluding Agency Aircraft Inspector costs.

Minimum Aircraft Performance Standards

Aircraft shall be capable of a jettisonable payload of 600 lbs. OGE at 30 degrees Centigrade at 5000 feet pressure altitude with 200 lb. pilot and 1 ½ hours total fuel. A minimum of three insured passenger seats not including pilot, but including copilot seat in an aircraft, normally single-pilot operated. Powered by a turbine engine with a minimum of 317 (takeoff horsepower) as identified in the FAA type certificate data sheet (TCDS).

**SECTION B
SCHEDULE OF ITEMS**

B-4 ENGINE REQUIREMENTS

Turbine engine(s)

B-5 RESERVED

B-6 MAXIMUM COMPLEMENT OF PERSONNEL BY AIRCRAFT TYPE

Type III (Light) Helicopter – A maximum of 3 Personnel may be paid as per the payment clause.

Note: Managers may pay up to the Maximum Complement.

B-7 ACCEPTABLE WORK SCHEDULES (need to check one)

12/2 12/12 Other If “Other” is checked, Identify requested schedule, which is subject to approval by Contracting Officer)

Note: All Personnel shall be under the same work schedule. Days off schedule may vary.

B-8 STANDBY HOURS PER DAY

9 Hours Standby per day

B-9 EXTENDED STANDBY HOURLY RATE

\$45.00 per hour

B-10 OVERNIGHT STANDARD PER DIEM RATE ALLOWANCE

Rates as published in Federal Travel Regulations. See Section C-44.

B-11 RESERVED

**SECTION B
 SCHEDULE OF ITEMS**

B-12 CONTRACTOR FURNISHED SPECIAL REQUIREMENTS *(Note that exceptions may apply)*

Additional Offered Equipment

The Offeror may offer items or services in addition to those listed below. Where no provision is made for a daily rate, the cost for furnishing such equipment shall be included in the daily availability rate. Offeror shall provide specifications on the items or services offered. Offered items may be awarded based on the needs of the Government and when prices are determined to be reasonable.

If additional offered equipment is provided by Contractor, see appropriate Exhibits, if applicable.

Daily rates for additional equipment will be paid only if ordered by the CO.

√	Description	Capacity	Quantity	Unit	Unit Price
	Seeder			Day	\$
	Fertilizer Spreader			Day	\$
	Fixed Suppressant/Retardant Delivery Tank			Day	\$
	Dip Tank/Water Pumps			Day	\$
	Spill Containment Barrier			Day	\$
	Tundra Boards or Snow Pads			Day	\$
	Aerial Ignition			Day	\$
	Infrared Capability			Day	\$
	Floats/Pop-outs				
	Other Equipment Offered				

B-13 GOVERNMENT PILOT

Contractor will will not authorize performance of work under the agreement by a Government Pilot. (See Exhibit 23)

B-14 ADDITIONAL INFORMATION

Additional information that is required to be submitted with your proposal is contained in Section E, Instructions to Offerors-Commercial Items (FAR 52.212-1) (Tailored).

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT/EXHIBITS

C-1 SCOPE OF AGREEMENT

(a) The intent of this solicitation and any resultant Blanket Purchasing Agreement (BPA) is to obtain Light (Type III) Helicopters fully operated by qualified and proficient personnel and equipped to meet specifications contained herein for offered helicopters used in the administration and protection of Public Lands, throughout Region 6, consisting of Oregon and Washington.

(b) 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 BPA. (See Section E-9 Synopsis of Safety Program) When, in the sole judgment of the Contracting Officer, the safety programs do not adequately promote the safety of operations, the Government may terminate the BPA for cause as provided in the "Contract Terms and Conditions". Examples of such programs include but are not limited to: 1) Personnel Activities, 2) Maintenance, 3) Safety and 4) Compliance with Regulations.

(c) The helicopter furnished will be used for incident support and may also be used for project, law enforcement, and administrative flights. If contractor agrees to perform law enforcement, such agreement shall be in writing.

(d) The Government has Interagency and cooperative agreements with Federal and State Agencies and private landholders. Helicopters may be dispatched under this BPA for such use.

(e) The Contracting Officer (CO) may by mutual agreement, release the Contractor from the BPA for short periods of time to perform outside work for other Federal, State, or local agencies or private parties. During the period of such release, the U.S. Forest Service (USFS) shall not be responsible for any payment or liability.

(f) The CO may also provide for orders for optional use/project use. The details for these flights will be determined by the requiring activity.

C-2 CERTIFICATIONS

(a) General

(1) Contractors shall be currently certificated to meet 14 Code of Federal Regulations (CFR), 133 (External Load Operations), 135 (Air Taxi Operators and Commercial Operations), and 137 (Agricultural Aircraft Operations), as applicable. Any helicopter offered shall be listed by make, model, series, and registration number on the Operators Certificates.

(2) Helicopters shall conform to the approved type design (normal or transport), be maintained and operated in accordance with type certificate requirements notwithstanding the aviation regulations of the State in which the helicopter may be operated except those requirements specifically waived by the CO. If an operator has a 135 certificate, the aircraft will be maintained in accordance with their FAA approved maintenance program. 14 CFR Part 133 and 137 helicopters will be maintained in accordance with the type certificate and applicable supplement type certificates (STC).

(3) The pilot is responsible for computing the weight and balance for all flights and for assuring that the gross weight and center of gravity do not exceed the aircraft's

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT/EXHIBITS

limitations. Pilots shall be responsible for the proper loading and securing of all cargo. Load calculations (Exhibit 13, Form 5700-17 or OAS-67) shall be computed and completed by the pilot using appropriate flight manual hover performance charts.

(4) Each helicopter shall operate in accordance with an approved 14 CFR Part 133, Rotorcraft Load Combination Flight Manual (RLCFM), unless the CO specifically waives the requirement. A copy of the RLCFM shall be kept with the aircraft at all times.

(b) Standard Category Helicopters

(1) All passenger-carrying flights, regardless of the number of passengers carried, shall be conducted in accordance with the Contractor's 14 CFR Part 135 operations specifications.

(2) Helicopters shall be certificated in Normal or Transport Category.

(3) The Government may elect not to utilize individual Standard Category helicopter for passenger transport.

(4) Helicopters shall carry their fully rated capacity of cargo for suppressant/retardant as determined by use of the approved weight and balance performance data.

(c) Reserved

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 FAR Clause 52.245-1 (JUN 2007)**.

(b) The Government will deliver the following items to the Contractor upon arrival at the Host Base.

(1) Interagency Aviation Transport of Hazardous Materials Handbook/Guide with any applicable Department of Transportation (DOT) Special Permit Letters and Emergency Response Guide.

(2) Personal fire shelter for each flight crewmember. Instruction in the use of shelter deployment will be provided by the Helicopter Manager. Fire shelter shall be on-board the helicopter at all times while under BPA and included in the equipped weight (8 lbs).

(c) Foam Concentrate will be provided by the Government as needed in accordance with the most current Qualified Product List as specified at www.fs.fed.us/rm/fire

(d) The following may be provided to the Contractor at the convenience of the Government.

(1) AUX-FM adapter cable with portable radio (See Section C-8(a)(4))

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT/EXHIBITS

C-4 HELICOPTER REQUIREMENTS

(a) General

(1) Helicopter shall be maintained in accordance with all applicable 14 CFR requirements, mandatory manufacturers' bulletins as required or identified by the FS and or DOI, and all applicable FAA Airworthiness Directives (AD).

(2) All required documents needed to verify the data in Form FS-5700-21a or AMD 36b; Helicopter Data Record (including airframe logs, engine logs, compliance with mandatory manufacturer's bulletins, FAA AD compliance, listing of installed STC's, and helicopter status record, etc.) shall be made available to FS or DOI inspector(s). A status sheet containing the status of inspections, Airworthiness Directives and components having time/life limits will be available with each helicopter.

(3) Unless authorized by an approved Minimum Equipment List (MEL), the helicopter shall not be approved or used if any accessory or instrument listed on the helicopter type certificate data sheet is inoperative. However, all items required by this BPA may not be placed on an MEL as non-operational unless approved by a government Aviation Maintenance Inspector or the CO. As an example the following equipment, when inoperative, cannot be placed on an MEL with the helicopter continuing to be utilized under BPA.

(i) Emergency Locator Transmitter

(ii) VHF-AM Transceiver (at least one must be operational)

(iii) P25 Digital VHF-FM Transceiver (at least one must be operational)

(iv) Transponder and altitude reporting system (at least one must be operational)

(v) Static pressure, altimeter, and automatic altitude reporting system (at least one must be operational and connected to an operational transponder and altitude reporting system)

(4) Helicopter shall not be approved if any component time in service exceeds the manufacturers' recommended Time Between Overhaul (TBO) or FAA-approved extension. All inspection times and intervals shall comply with the Contractor's FAA approved maintenance program.

(5) Complete set of current aeronautical charts covering area of operation. The Contractor shall be responsible for providing navigation publications.

(b) Condition of Equipment

(1) Contractor-furnished aircraft and equipment shall be operable, free of damage, and in good repair. Helicopter systems and components shall be free of leaks except within limitations specified by the manufacturer.

(2) 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

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drilling of cracks are not acceptable permanent repairs. Prior to acceptance, all temporarily repaired windows and windshields shall have permanent repairs completed or shall be replaced.

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

(c) Center of Gravity

(1) All helicopters shall be configured so that the center of gravity will remain within the FAA approved Flight Manual published limits for all load requirements and full range of fuel conditions, including ferry with minimum crew without subtraction or addition of ballast.

(2) All helicopters shall be loaded such that the center of gravity will remain within allowed limit during the flight. Actual weights will be used for flight calculation.

(3) When the equipped weight of the helicopter, as noted by registration number in Section B, Schedule of Items changes, the Contractor shall notify the CO of the change and submit a new weight and balance as required by the BPA.

(d) General Equipment (as applicable)

Helicopters shall be configured with the equipment required by 14 CFR and approved for make and model furnished. In addition, the following will be required:

(1) A copy of the Awarded BPA and modification(s) shall remain in the helicopter during the BPA period(s).

(2) Instrumentation required by the Type Certificate and 14 CFR for use with the make and model furnished.

(3) Free air temperature gauge.

(4) Approved helicopter lighting for night operation in accordance with 14 CFR 91.209, plus instrument lights.

(5) First Aid Kit Aeronautical (Exhibit 1, First Aid Kit Aeronautical)

(6) Survival Kit Aeronautical (Exhibit 2, Survival Kit Aeronautical, Lower 48 and Exhibit 3 Alaska Supplement; weight of Survival Kit shall be considered as an addition to the equipped weight of the aircraft and will be documented on the C-chart or equipment list)

(7) Additional Suppression/Prescribed Fire Equipment (Exhibit 5, Additional Suppression/Prescribed Fire Equipment) as applicable.

(8) Seats, Seatbelts and Shoulder Harnesses

(i) Seat belts for all seats. One set of individual lap belts for each occupant.

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(ii) FAA-approved double-strap shoulder harness with automatic or manual locking inertia reels for each front seat occupant. Shoulder straps and lap belts shall fasten with one single-point, metal-to metal and quick-release mechanism. Standard factory shoulder harnesses are acceptable for Aerospatiale and Bell transport category helicopters. Military style harnesses are acceptable. (Exhibit 4, Restraint Systems Condition Inspection Guidelines).

~~(iii) FAA approved single diagonal shoulder harness with inertia reel integrated with the lap seat belt with one single point metal to metal, quick release mechanism for each passenger position.~~

Note: For this BPA cycle Region 6 will replace the above paragraph with:

FAA approved shoulder harness integrated with seat belt with one single point metal to metal quick release mechanism for each passenger position.

(iv) Reserved

(v) All Seats, Seat Belts and Shoulder Harnesses for all helicopters must either be:

(A) An OEM installation

(B) STC'd

(C) Approved for installation by an FAA Form 8110-3 with all DER supporting engineering substantiation documentation attached or

(D) Field Approved for installation with supporting FAA Form 8110-3 and all DER supporting engineering substantiation documentation attached

(vi) Installations substantiated to the requirements 14 CFR Part 29 are most desirable. All data pertinent for these installations shall be available for review by the Forest Service prior to BPA award. Installations of a seat, seat belt or shoulder harness are not acceptable as a minor alteration. Seatbelt and shoulder harness installations should follow the guidelines and best practices of FAA Advisory Circular (AC) 21-25A and 21-34. Field Approvals based on previously approved installations must match Make and Model. Field Approvals using previously approved "generic" Field Approvals are not acceptable, i.e. a Field Approval for a Bell 212, based on a previously approved similar installation for an S-58, would not be acceptable.

(9) One flight hour meter (Hobbs) installed in a location observable from the cockpit. The meter shall be wired in series with a switch on the collective control, and a switch activated by engine or transmission oil pressure or equivalent system, to record flight time (in hours and tenths of hours) only.

(10) Operations from other than the manufacturer's designated pilot station (right seat in most helicopters) are allowed only with an approved FAA Supplemental Type Certificate (STC) or field approval and designation on the aircraft Interagency Data Card. For single piloted aircraft, field approvals in lieu of STCs are not acceptable unless the appropriate

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crew door has been modified with bubble window (if available) and operational gauges installed in the door that can be viewed by the pilot while performing vertical reference operations.

(11) Convex mirror for observation of external loads and landing gear (not required for aircraft equipped ONLY for vertical reference operations).

(12) The Fire extinguisher(s) shall be a hand-held bottle, fully charged, with a minimum of 1.5 pounds capacity and 2-B:C rating, maintained in accordance with NFPA 10 and mounted with a quick release attachment accessible to the flight crew while seated.

(13) Standard Category helicopters with a floor height greater than 18-inches shall have an approved personnel access step to assure safe entrance and exit from each door of the helicopter. A section of external cargo rack may be utilized as a step by providing a clear space covered with non-skid material.

(i) Extended height landing gear that ensures a minimum of 12 inches clearance between an attached delivery tank and the level ground shall have an extended height access step or equivalent to provide a minimum of one step half the distance to the skid.

(14) Dual controls are required for pilot evaluations.

(i) Dual controls will be removed after pilot evaluations

(15) One or more independently switched white strobe light(s) mounted on top of the helicopter or otherwise visible from above. An LED aviation red strobe installed by the OEM or Supplemental Type Certificate will also fulfill this requirement. In order to meet BPA specifications, Contractors shall obtain FAA approval (FAA Form 337) to alter the aircraft, if applicable.

Each anti-collision light shall be aviation red and shall meet the applicable requirements of 14 CFR Part 27.1401 or Part 29.1401.

(16) High visibility markings on main rotor blades (Exhibit 6, High Visibility Markings on Main Rotor Blades).

(17) Remote and Cargo Hook

(i) Cargo Hook

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

(B) As a minimum, the cargo hook shall be completely disassembled and inspected with repairs made as required, lubricated, and a full-load operational check in accordance with manufacturer's recommendations.

(ii) Remote Hook/Long line

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(A) One remote cargo hook and a minimum of 150 feet of long line. Long line may consist of multiple segments and none shorter than 50 feet as per Exhibit 5.

(B) Power requirements (Exhibit 5 (c) Power source for a Helitorch or remote cargo hook).

(18) Variable capacity collapsible bucket(s) (For bucket and tank-equipped helicopters)

(i) One (1) collapsible, variable capacity water/retardant buckets shall be furnished under this BPA. Bucket must be capable of being transported in cabin or baggage compartment or external basket of the helicopter.

(ii) The bucket, at 100 percent of manufactures rated capacity (+/-5%) shall be commensurate with the maximum OGE lifting capability of the helicopter at 5000 PA and 30 degrees C with a 200 pound pilot(s) and 1 1/2 hours of total fuel or the manufacturer recommended size/model bucket by helicopter make and model shall be used. The bucket shall be capable of being operated with all increments of the long-line. No partial dips allowed.

A second variable capacity water/retardant is required if bucket does not meet C-4(d)(18)(iv) equipped with a gated system. At 100% capacity, the second bucket shall be no more than 10% greater than the minimum capacity of the primary bucket.

(iii) Environmental operating conditions may dictate the need for more than one size bucket.

(iv) Helicopters equipped with electronic helicopter hook load measuring system (load cells) that provide a cockpit readout of the actual external load and a bucket that is equipped with a gating system and/or a powerfill bucket that allows part of the load to be released while retaining the remainder of the load are approved in lieu of the second bucket.

(v) Capacity of each position or adjustment level shall be marked on the bucket. Collapsible buckets with cinch straps shall only be adjusted to the marked graduations (i.e., 90%, 80%, 70%). Attempts to establish intermediate graduations or capacities below the manufacturer's minimum graduation (by tying knots, etc.) are prohibited. Powerfill buckets do not need to be cinched.

(vi) An Operations Manual for the type bucket(s) provided shall be available on site.

(vii) Either the weight of the bucket or capacity at each adjustment level shall be marked on the bucket or the operator shall have a written statement of the maximum capacity (weight) at each adjustment point.

(viii) The jettison-arming switch, if applicable, shall be in the armed position during external load operations.

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- (ix) When a bucket is attached directly to the cargo hook, it is critical to measure the maximum length of the extended bucket from the shackle on the control head to the extended dump valve/fire sock, making sure that it is at least 6-inches less than the distance from the belly hook to the closest possible point on the tail rotor. Lines attached between the cargo hook and the bucket shall extend the bucket past the outside arc of the tail rotor, the line shall be no shorter than 50 feet.
- (19) The bucket gate open/close switch(s) shall be clearly marked for "open" and "closed," spring-loaded to the "OFF" position, and mounted on the collective pitch lever to avoid confusion with the cargo hook release. The switch shall be of a different design and shall be mounted in such a way as to not easily be confused with the RPM Control (Beep) switch.
- (20) Standard category Medium and all Light helicopters: An auxiliary power connector (MS3112E12-3S) protected by a 5-amp circuit breaker connected to the avionics or main aircraft power buss shall be permanently mounted in a location convenient to the passenger compartment. Pin A shall be +24 VDC in 24-volt aircraft; Pin B shall be aircraft ground. Pin C shall be + 12 volts VDC in 12 volt aircraft. Never apply power to both Pin A and Pin C simultaneously.
- (21) Fuel Servicing Vehicle (See Exhibit 8 Fuel Servicing Equipment Requirements) (Not required for Alaska).
- (22) FAA Approved Extended Height /High Skid Landing Gear (if available by STC or aircraft manufacturer).
- (23) FAA approved high visibility, pulsating, forward facing, conspicuity lighting.
- (24) FAA approved locking cap(s) on all fuel filler ports. Single point refueling port dust caps need not have an FAA approved locking device.
- (25) FAA approved Wire Cutters, if available. (Exhibit 5 (16) Wire Cutters)
- (26) FAA approved floor protection. Helicopters shall have floor protection within the cargo area. Floor protection is not required within the passenger seating areas. Floor protection in both seating and cargo areas shall not be in excess of ½ inch to allow for installation of all passenger seats and access to all installed anchor points.
- (27) Internal baggage compartment/external cargo basket/racks. Minimum of fifteen (15) cubic feet of cargo space with isolated internal baggage compartment(s) capable of accommodating 58-inch long shovels, rakes, and other fire fighting tools (requires rear bulkhead modification of baggage compartment of some models).

External cargo basket(s)/rack(s) with a closing mechanical latching lid, if available, may be provided in lieu of baggage compartments, which cannot be modified to accept fire tools. The lid shall cover the entire basket/rack. Cargo basket/rack shall be at least 4-inches deep and shall not hamper ingress and egress of personnel from the cabin area. The devices shall be simple in function and have the capacity of being installed quickly.

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All cargo will be loaded, contained and restrained in a FAA Approved manner that is compliant with the aircraft's approved flight manual and the operator's 135 Operations Manual.

All helicopters equipped with an external basket must have an FAA STC or field approval applicable for make and model, for dimension, load carrying capability and material construction. The basket will have a hinged top with a suitable method to secure the top closed in flight, to prevent the contents from exiting.

All helicopters shall have FAA approved internal cargo area restraints or barriers which extend from the floor to the ceiling, isolating the passenger area from the cargo area (transmission wells), sliding door area and will not compromise passenger ingress and egress. Cargo behind soft passenger seats must be restrained while seats are occupied per 14 CFR Part 29 requirements. Restraints or barriers must be capable of being removed within 15 minutes. Restraints within the cargo area of the transmission wells shall have netting restraints only.

(28) Auto re-ignition kit if commercially available for make and model of aircraft offered.

(29) Engine inlet air filtration system/particle air separator for all helicopters.

(30) Heater system for windshield de-fog.

(31) Kit for disposal of fuel during start-up/shut down; i.e., EPA Bell Kit if commercially available.

(32) Power source for a Helitorch or remote cargo hook. (Exhibit 5 (c), Power source for a Helitorch or remote cargo hook)

C-5 HELICOPTER MAINTENANCE

(a) General

(1) The Contractor shall be capable of providing field maintenance support to each helicopter for extended periods during heavy use.

(2) Helicopters shall be operated and maintained in accordance with 14 CFR requirements and manufacturers' recommendations. Special equipment and/or modification of the helicopter to meet requirements of this BPA shall be inspected, repaired, and altered in accordance with 14 CFR requirements and manufacturer's recommendations or engineered data and, if required, be FAA approved. All "time change" components, including engines, shall be replaced upon reaching the factory recommended time, or FAA approved extension if applicable. Helicopters operated with components and accessories on approved TBO extension programs are acceptable, provided the Contractor who provides the helicopter is the holder of the approved extension authorization (not the owner if the helicopter is leased), and shall operate in accordance with the extension.

(3) FAA, CFR 14, Part 145 Repair Stations, may be used for specific maintenance functions that the repair station is certified for. The helicopter must be returned to service under the repair station certificate, and not under an individual's certificate for the

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repair station; for example repairman or A&P mechanic. The repair station may not be used in lieu of a carded mechanic if required by this BPA

(4) BPA performance may subject the helicopter engine to frequent smoke, sand and dust ingestion. All helicopters shall comply with the erosion inspection procedures at the recommended intervals in accordance with the engine operation and maintenance manual for the Contracted aircraft.

(5) All maintenance performed shall be recorded in accordance with 14 CFR 43 and 91 including helicopter time-in-service and hour meter reading.

(6) A copy of the current maintenance record required by 14 CFR 91 shall be kept with the aircraft.

(7) Maintenance of aircraft records shall be in accordance with the FAA Advisory Circular (AC) No. 43-9C as revised.

(8) The Contractor shall immediately notify the CO of any change of an engine, power train, control, or major airframe component and circumstances inducing the change.

(9) Routine maintenance shall be performed before or after the daily standby or as approved by the CO.

(10) All inspection times and intervals shall comply with the Contractor's FAA Approved Maintenance Program.

(11) Inspections shall be performed in a maintenance facility, or in the best field conditions available.

(12) Contractor shall notify the CO at least 16 flight hours prior to initiation of the 100 hour inspection.

(13) Reserved

(14) All **weighing** of aircraft shall be performed on scales that have been certified as accurate ***within the previous one (1) year***. The certifying entity may be any accredited weights and measures laboratory using standards traceable to the National Institute of Standards and Technology (NIST). The scales should be listed by make model and calibration date in the aircraft's weight and balance documentation (See Form B, Exhibit 19).

(15) Helicopter(s) under initially awarded BPA(s) under this solicitation shall remain at or below contracted helicopter equipped weight as proposed in the base year of the BPA. Helicopters will be allowed a total of 1% above the awarded contracted helicopter equipped weight as proposed during the combined BPA awarded pricing periods. The helicopter's equipped weight is determined using weight and balance data which was determined by actual weighing of the aircraft within 12 months prior to the due date of proposal submission and 24 months thereafter or following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft. If the government requires additional equipment after BPA award no penalty will be assessed.

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(16) A list of equipment installed in the aircraft at the time of weighing shall be compiled. The equipment list shall include the name, weight, arm and moment of each item installed. Items that may be easily removed or installed for aircraft configuration changes (seats, doors, radios, cargo hook, baskets, special mission equipment, etc.) shall also be listed including the name, weight, arm and moment of each item. Each page of the equipment list shall identify the specific aircraft by serial and registration number. Each page of the equipment list shall be dated indicating the last date of actual weighing or computation.

The weight and balance shall be revised each time equipment is removed or installed which more than negligibly affects the center of gravity of the aircraft. See Exhibit 19 for an acceptable example.

(17) When the BPA equipped weight of the aircraft, as noted by registration number in Section B, Schedule of Items, changes, the Contractor shall notify the CO of the change and submit a revised weight and balance as required by the BPA.

(b) Turbine Engine Power Assurance Checks

(1) A power assurance check shall be accomplished on the first day of operation, and thereafter within each 10-hour interval of contracted flight operation unless prohibited by environmental conditions (i.e. weather, smoke). The power assurance check shall be accomplished by the contractor in accordance with the Rotorcraft Flight Manual or approved company performance monitoring program. A current record of the power assurance checks will be maintained with the aircraft under this BPA and any renewal periods.

(2) Helicopters with power output below the minimum published performance charts shall be removed from service. The below-minimum power condition shall be corrected before return to service and BPA availability.

(c) Maintenance Flights

A functional maintenance flight shall be performed following overhaul, repair, and/or replacement of any engine, power train, rotor system or flight control equipment, and following any adjustment of the flight control systems before the helicopter is returned to service. The flight will be performed at the Contractor's expense. Results of the maintenance flights shall be reported to and approved by the FS or DOI Aviation Maintenance Inspector before the helicopter is returned to BPA availability.

C-6 AIRCRAFT AND EQUIPMENT SECURITY

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

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

(c) Examples of unacceptable disabling systems are:

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- (1) Locked door/windows; and/or
- (2) Fenced parking areas.

C-7 AVIONICS REQUIREMENTS

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

C-8 CONTRACTOR FURNISHED AVIONICS SYSTEMS

(a) Communications Systems

- (1) Emergency Locator Transmitter

An automatic-portable/automatic-fixed or automatic-fixed Emergency Locator Transmitter (ELT) utilizing an external antenna and meeting the same requirements as those detailed for airplanes in 14 CFR 91.207 (excluding 14 CFR 91.207(f)), shall be installed per the manufacturer's installation manual, in a conspicuous or marked location. ELTs certified under TSO-C91 are not acceptable. **Note:** ELTs operating on 121.5 MHz and/or 406 MHz or both frequencies are acceptable.

- (2) VHF-AM Transceiver

A panel mounted TSO'd VHF-AM aeronautical transceiver (COM), 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.

- (3) P-25 Digital VHF-FM Transceiver

- (i) A P25 Digital aeronautical VHF-FM radio transceiver (FM). 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 both wide-band (25 kHz bandwidth/5 kHz modulation) and narrow-band (12.5 kHz bandwidth/2.5 kHz modulation) in addition to P25 Digital operation by channel for MAIN and GUARD operation. Transceivers shall be set to operate in the analog narrowband mode (typically indicated with a lower case "n") unless local conditions dictate otherwise.

- (ii) Carrier output power shall be 6-10-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 GUARD. Simultaneous monitoring of both MAIN and GUARD (168.6250 MHz) is required. Scanning of GUARD is not acceptable. GUARD communications may only be used for: emergencies; initial call; recall; and redirection.

- (iii) A CTCSS sub-audible tone encoder with a minimum of 32 standards selectable tones, meeting the current TIA/EIA-603A standard, shall interface with

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the above transceiver. The encoder shall encode a 110.9 Hz tone on all GUARD transmissions.

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

(v) Aircraft having two or more aeronautical VHF-FM radio transceivers need only have a GUARD receiver in one transceiver.

(vi) The following multimode (P25) digital aeronautical VHF-FM transceivers are known to be acceptable.

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

(vii) Multimode (P25) digital aeronautical VHF-FM transceivers must meet FS/AMD A-19. Visit the following website for a copy of FS/AMD A-19 and a current list of acceptable radios: www.nifc.gov/NIICD/documents.html

(viii) All P25 digital radios will operate with current software as listed on www.fs.fed.us/fire/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 end of the following year.

(4) Provisions for an Auxiliary VHF-FM (AUX-FM) Portable Radio

(i) 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-FM). 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 (See www.nifc.gov/NIICD/documents.html).

(ii) A weatherproof, external, broadband antenna (Comant type CI-177 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.

(iii) Mounting facilities, in accordance with the specifications of FAA 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

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connected with an 18-inch adapter cable, allows the SIC/observer full and unrestricted movement of the radio's controls.

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

(v) In lieu of the above AUX-FM requirements, the Contractor may substitute one P25 Digital VHF-FM Transceiver which meets the same requirements as the above P25 Digital VHF-FM Transceiver section unless that transceiver is required. For example: A second P25 Digital VHF-FM Transceiver (FM-2) may be substituted for the AUX-FM when only one P25 Digital VHF-FM Transceiver (FM-1) is required. A third P25 Digital VHF-FM Transceiver (FM-3) may be substituted for the AUX-FM when only two P25 Digital VHF-FM Transceivers (FM-1 & FM-2) are required.

(5) Automated Flight Following

(i) An Automated Flight Following (AFF) system compatible with the government's AFF tracking network (Webtracker). 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 and a list of previously successful AFF equipment manufacturers, refer to www.aff.gov.

(ii) 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 externally or internally 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 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 pilot(s). Remote equipment having visual indicators should be mounted in such a manner as to allow visual indicators to be easily visible.

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

(iv) 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 Support Desk (FASD) providing: Complete tail number;

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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 FASD 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 FASD of system changes, scheduled maintenance, and planned service outages.

(v) Registration contact information, a web accessible feedback form, and additional information is available at: <https://www.aff.gov>. The FASD can be reached at (800) 253-5559 or (208) 387-5290.

(vi) Prior to the aircraft's annual BPA 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 are required to access Webtracker. Log on to the AFF website at <https://www.aff.gov> to request a username and password, or contact the FASD.

(vii) If AFF becomes inoperable/unreliable the helicopter may, at the discretion of the Government, remain available for service utilizing radio/voice system for flight following. The contractor will return the AFF system to full operational capability within 72 hours after the inoperative/unreliable unit is first discovered as defective.

(viii) This clause incorporates Specification Section Supplement available at: www.aff.gov/contractspecs.asp with the same force and affect as if they were presented as full text herein.

(b) Navigation Systems

(1) Global Positioning System (GPS).

(i) A TSO'd GPS shall be permanently installed in the aircraft; located where both the pilot and the co-pilot/observer can clearly view the display; 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 must have the ability for manual entry of waypoints in flight. The GPS shall have a database, updated annually, covering the continental United States. Contractors accepting dispatches to Alaska shall also include an Alaska database in the GPS.

(ii) 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), approved installation and meet all previously stated GPS requirements for TSO'd GPS units.

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(c) Transponder/Altitude Encoders

An ATC transponder and altitude reporting system(s) meeting the requirements of 14 CFR 91.215 (a) and (b), 14 CFR 91.413 and be tested and inspected every 24-calendar months as specified by 14 CFR Part 43, appendix F.

(d) Static Pressure, Altimeter, and Automatic Pressure Altitude Reporting Systems

A static pressure, altimeter, and automatic altitude reporting system(s) shall be maintained in accordance with the IFR requirements of 14 CFR 91, and inspected and tested every 24-calendar months as specified by 14 CFR Part 43, appendix E and 14 CFR 91.411.

(e) Audio Control Systems

General

(1) Any Audio Control System shall provide the required operator(s) with separate controls for selection of all required receiver audio outputs and transmitter microphone/push-to-talk (PTT) audio inputs. Receiver and transmitter controls shall either be labeled as COM-1, COM-2, FM-1, FM-2, AUX, PA, etc (as appropriate) or COM-1, COM-2, COM-3, etc with the appropriate transceiver properly labeled as COM-1, COM-2, COM-3, etc. Each system shall also provide for separate controls for adjustment of both Intercommunication System (ICS) and receiver audio output levels.

(2) Two audio control systems (which may be combined in a single unit) shall be installed providing the PIC and observer/SIC separate systems (see applicable Figure at the following website: www.nifc.gov/NIICD/documents.html).

(3) Reserved

(4) Reserved

(5) The aft passenger cabin shall have the capability for ICS and radio receive from the two passenger exit door positions.

Note: Positions with **ICS/RX** capability shall have drop cords configured as follows:

- ICS switch – momentary and lock.
- Separate volume knob.
- Large clip.
- Jack - TJT-120 or U92 B/U type which will accept TP-101 (U174/U) Helmet plug.
- Drop cords shall be a static 3 foot length coil cord (minimum).
- The coiled cord plug shall be a 6 pin MS3116P type connector.
- The ICS/RX socket shall be a 6 pin MS3112E10-6S receptacle.

(f) Transmitter Selection and Operation

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(1) Separate transmitter selection controls shall be provided to the microphone/PTT inputs of both the PIC and observer/SIC. The system shall be configured so that the PIC and observer/SIC may each simultaneously select and utilize a different transmitter (or Public Address (PA) System when installed) via their respective audio control and microphone/PTT. Whenever a transmitter is selected, the companion receiver audio shall automatically be selected for the corresponding earphone. Transmitter sidetone audio shall be provided for the user as well as for cross monitoring via the corresponding receiver selection switch on the other audio control system.

(2) Reserved

(3) Reserved

(g) Receiver Selection and Operation

(1) Separate controls shall be provided for both PIC and observer/SIC to select audio from one or any combination of required receivers. The aft exit passenger positions (two positions minimum) (see applicable figure at the following website:

www.nifc.gov/NIICD/documents.html) shall monitor the receiver(s) as selected by the observer/SIC unless the aft exit passenger positions have an independent audio control system(s). Aft exit audio control system(s) (if installed) shall provide selected receiver audio to appropriate required aft passenger positions (two positions minimum).

(2) Reserved

(3) Reserved

(h) Radios and Systems

As a minimum, the audio control system(s) shall provide for selection of all required radios and PA systems.

(i) Earphones and Microphones

(1) The audio system shall be designed for operation with 600-ohm earphones and carbon-equivalent, noise-canceling boom-type microphones (Gentex electret type Model 5060-2, military dynamic type M-87/AIC with CE-100 TR preamplifier, or equivalent). Only the PIC's position may be configured for low impedance (dynamic) operation.

All earphone/microphone jacks in the aircraft shall be U-92A/U type, which will accept the U-174/U type plug. All U-92A/U cords shall be of an adequate length to provide the user free and unrestricted movement according to mission requirements.

(2) Reserved

(j) Push-to-Talk (PTT) Systems

(1) Separate Push-to-Talk (PTT) switches shall be provided for radio transmitter and ICS microphone operation at the PIC and observer/SIC positions. The PIC's PTT switches shall be mounted on the cyclic control. The observer/SIC's PTT switches shall be

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mounted on the cord to an earphone/microphone connector (Alpine Aerotech AAL280-011-001 or equivalent).

In lieu of the observer/SIC's cord mounted PTT switches, a foot switch operated PTT system may be utilized operating in conjunction with an ICS PTT/Radio Transceiver PTT switch. In aircraft requiring two pilots the observer/SIC's PTT system may be on the cyclic control. The aft exit passenger positions (two positions minimum) shall be equipped with an ICS PTT switch mounted on a cord to the earphone/microphone connector (Alpine Aerotech AAL280-011-004 or equivalent).

(2) Reserved

(3) Reserved

(k) Intercommunications Systems (ICS)

(1) An ICS system shall be provided for the PIC, observer/SIC, and the aft exit passenger positions (two positions minimum) (see applicable Figure at the following website: www.nifc.gov/NICD/documents.html). ICS audio shall mix with, but not mute, selected receiver audio. An ICS audio level control shall be provided for each position above. Adjustment of the ICS audio level at any position shall not affect the level at any other position. A "hot mic" capability, controlled via an activation switch or voice activation (VOX), shall be provided for the PIC and observer/SIC. ICS sidetone audio shall be provided for the earphone corresponding with the microphone in use.

(2) Reserved

(3) Reserved

C-9 AVIONICS INSTALLATION AND MAINTENANCE STANDARDS

(a) All avionics systems used in or on the aircraft for this BPA and their installation and maintenance shall comply with all manufacturers' specifications and applicable 14 CFR requirements.

(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", are required.

(c) All avionics systems requiring an antenna shall be installed with a properly matched aircraft-certified, broadband antenna unless otherwise specified.

(d) Antennas shall be polarized as required by the avionics system and have a Voltage Standing Wave Ratio (VSWR) less than 2.5 to 1.

(e) Labeling and marking of all avionics controls and equipment shall be clear, understandable, legible, and permanent. Electronic label maker marking is acceptable.

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(f) Avionics equipment mounting location and installation shall not interfere with passenger safety, space, and comfort. Avionics equipment will not be mounted under seats designed for 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 helicopter operation, the Contractor shall operate in accordance with their approved 14 CFR 135 Operations Specification and all portions of 14 CFR 91 (including those portions applicable to civil aircraft) and each certification required under this BPA unless otherwise authorized by the CO. Forest Service acknowledges certain special use mission do not fall within the purview of 14 CFR Parts 135 and 91. Special use missions include but are not limited to rappel, short haul, aerial ignition and rope assisted deployment operations.

(2) A Government representative may inspect the pilot's Interagency Helicopter Pilot Qualification Card for currency before any flight. The Government has mission control and can delay, terminate, or cancel a flight at any time.

(3) Reserved

(4) Performance enhancing data (Power Assurance Checks, wind charts, etc) shall not be used. Only FAA approved charts based on minimum specification engine performance shall be used. As an example, Kaman K-1200 helicopters shall only use minimum specification engine performance data calculated from Rotorcraft FMS NO. 1, (USFS Fire Fighting).

(5) Use (Exhibit 13, Interagency Helicopter Load Calculation and Exhibit 12, Hourly Flight Rates, Fuel consumption, and Weight Reduction Chart) per aircraft type and the appropriate Hover Ceiling Charts (HOGE and HIGE) from the approved Rotorcraft Flight Manual.

(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 BPA 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 do not exceed the aircraft's limitations. Pilots shall be responsible for the proper loading and securing of all cargo including installation and removal of snorkel. Load calculations (Exhibit 13, Form 5700-17/OAS-67) shall be computed and completed by the pilot using appropriate flight manual hover performance charts.

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

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- (4) After engine(s) shutdown, the pilot may exit the aircraft while the rotor(s) are turning if the Rotorcraft Flight Manual (RFM) allows and the pilot remains within the arc of the rotor(s). The pilot shall coordinate this action with the Helicopter Manager. If not allowed by the RFM, aircraft must be shutdown and rotors stopped for pilot to exit aircraft or change seats.
- (5) Pilot(s) will use an approved cockpit checklist for all flight operations. Rotorcraft Flight Manual Checklist.
- (6) Toe-in, single-skid, step-out landings are prohibited.
- (7) Equipment such as radios, survival gear, fire tools, etc., shall not be located in or on the aircraft in such a manner as to potentially cause damage or obstruct the operation of equipment or personnel. All cargo shall be properly secured.
- (8) The pilot shall not permit any passenger in the helicopter or any cargo to be loaded therein unless authorized by the CO.
- (9) 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. Briefing shall include the following; Personal Protective Equipment (PPE), Shut-Off Procedures for Battery and Fuel, and Aircraft Hazards.
- (10) Flight Plans - Pilots shall file and operate on a FAA, ICAO, or agency flight plan. Contractor flight plans are not acceptable. Flight plans shall be filed prior to takeoff when possible.
- (11) Flight Following - Pilots are responsible for flight following with the FAA, ICAO, or in accordance with FS or DOI-Bureau approved flight following procedures, which includes Automated Flight Following (AFF) and radio check-ins.
- (12) Manifesting - Prior to any takeoff, the PIC shall provide the appropriate FS or DOI dispatch office/coordination center or helibase with current passenger and cargo information.
- (13) Fuel Reserve - To provide adequate fuel reserve all operations shall comply with 14 CFR 91 for VFR (20-minutes reserve).

(c) IFR/Night Flight - Not authorized

(d) Flights with Cowling(s), Fairings, and Panels or Doors Open/Removed

The Contractor is responsible for removal, reinstallation and security of the doors. All loose items must be secured prior to flight with doors open/removed (Velcro is not considered a secure attachment). Flights with cowlings, fairings, and panels removed are not permitted. The helicopter external registration number shall be clearly visible at all times.

(e) Bucket Operations

The following procedure shall be used for all bucket operations:

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- (1) Determine allowable payload using the Interagency Helicopter Load Calculation, appropriate HOGE helicopter performance charts, and current local temperature and pressure altitude. Partial dips for performance planning purposes are not authorized.
- (2) At the beginning of the fuel cycle, bucket capacity shall be adjusted so that the bucket, when filled to the adjusted capacity, does not exceed the allowable payload.
- (3) Helicopters equipped with electronic hook load measuring systems that provide cockpit readout of the actual external load and a bucket that is equipped with a gating system that allows part of the load to be released while retaining the remainder of the load is authorized.
- (4) For calculation of the allowable bucket payload use 8.3 pounds per gallon for water. When mixed fire retardant is being delivered by bucket, use the actual weight per gallon of the mixed retardant.
- (5) Bucket capacity at each position or adjustment level shall be marked on the bucket. Collapsible buckets with cinch straps shall only be adjusted to marked graduations (i.e., 90%, 80%, and 70%). Intermediate graduations or capacities below the manufacturer's minimum graduation (by tying knots, etc.) are prohibited.
- (6) Buckets shall be attached directly to the belly hook unless the pilot is approved for vertical reference.
- (7) Extension (Tag) lines of less than 50-feet are not permitted for bucket operations
- (8) Helicopters equipped with a tail rotor and conducting external load operations (excluding class A loads) will be limited to an airspeed of 80 knots indicated or the airspeed limitation established by the rotorcraft flight manual, whichever is less. All other helicopter conducting external load operations shall comply with applicable Rotorcraft Flight Manual Limitations.
- (9) When conducting external load operations, rotors will remain above the canopy or helicopter will operate within an opening no less than 1 ½ times the main rotor diameter (e.g. an aircraft with a 48' main rotor diameter would require a 72' diameter opening).

(f) Tank Operations

The following procedure shall be used for all Tank operations (also see Exhibit 5):

- (1) Determine allowable payload using the Interagency Helicopter Load Calculation, appropriate HOGE helicopter performance charts, and current local temperature and pressure altitude.
- (2) For calculation of the allowable tank payload use 8.3 pounds per gallon for water. When mixed fire retardant is being delivered by tank, use the actual weight per gallon of the mixed retardant.
- (3) Snorkel removal and installation shall be the Pilots responsibility at all times. However, Government personnel may assist with removal and installation when properly trained by the mechanic or pilot.

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(g) Dual Controls

Dual controls are required and shall be made accessible to an approved agency Helicopter Inspector Pilot (HIP) for all pilot performance evaluations. The dual controls shall be removed except during pilot evaluation.

(h) Transportation of Hazardous Material (HazMat)

(1) Helicopters may be required to carry hazardous materials. Such transportation shall be in accordance with DOT Special Permit and the DOI or FS Aviation Transport of Hazardous Materials Handbook/Guide (NFES 1068). A copy of the current Special Permit and handbook/guide and emergency response guide shall be aboard each aircraft operating under the provisions of this Special Permit and can be found at this website: <http://amd.nbc.gov/library/handbooks.htm>

(2) 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. Documentation of this training shall be retained by the company in the employee's records and made available to the Government as required. Training is available at this website: www.iat.gov/Training

(3) 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 when the type and quantity of the materials do not change, repeated notification is not required.

C-11 CONTRACTOR'S ENVIRONMENTAL RESPONSIBILITIES

(a) The Contractor is responsible to ensure that all maintenance, fueling, and flight activities do not cause environmental damage to property or facilities. The contractor shall ensure tanks and buckets are cleaned appropriately when requested by the government to eliminate invasive aquatic species in known contaminated water sources. Cleaning product(s) (ie; bleach etc.) will be provided by the government.

(b) The Contractor shall be responsible for all cleanups of fuel, oil, and retardant contamination on airport ramps, retardant sites, parking areas, landing areas, etc., when caused by Contractor aircraft or personnel when cleaning paved areas, the contractor shall utilize cleaning agent that are biodegradable and non-toxic. Contaminated soils shall be removed to appropriate containers and disposed of as hazardous waste.

(c) The Government may, at its option, assign an area to be utilized by the Contractor for storage of equipment used in support of BPA performance. Oil, solvents, parts, engines, etc. shall be stored and utilized in a manner consistent with acceptable safety, health and environmental concerns.

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

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

C-12 PERSONNEL

(a) General

(1) Pilots, fuel servicing personnel, and mechanics shall speak English fluently and communicate clearly.

(2) Only essential crewmembers are authorized on tactical flight missions. The Mechanic and Fuel Service Vehicle Driver are considered non-essential crew members and are not allowed to be onboard the helicopter during tactical flight missions.

(3) Operation in countries bordering the Contiguous United States may be required. Pilots crossing international borders shall possess a valid passport and pilot certificates must meet ICAO requirements.

(b) Pilot Approvals and Qualifications and Background Investigation

(1) Interagency Pilot Inspectors will verify that Contractor pilots meet the experience and qualification requirements under this BPA.

(2) Each PIC shall, at the discretion of the Government, pass an agency flight evaluation conducted in accordance with the Interagency Helicopter Practical Test Standards (<http://amd.nbc.gov/library/handbooks.htm>) and per the BPA specifications. The flight check will be in an aircraft supplied by the Contractor at no expense to the Government. The satisfactory completion of the evaluation flight will not substitute for any of the total flight hour requirements listed in this clause.

(3) Pilots shall complete appropriate portions of the Helicopter Pilot Qualifications and Approval Record (Form FS-5700-20a) prior to helicopter pilot inspector evaluation. FS 5700.20a can be found at www.nifc.gov/aviation/helicopters/FS_5700_20a.xls. When approved, each pilot will be issued an Interagency Helicopter Pilot Qualification Card documenting: Company, make, model and series of aircraft approved to operate and the missions each pilot is approved to perform. Pilot cards are contractor specific and are non-transferable. The Regional Helicopter Inspector Pilot, with the concurrence of the National Helicopter Standardization Pilot and the National Helicopter Program Manager, will be the final authority in determining the number of aircraft and/or vendors for which the pilot will be carded. Generally the maximum number of aircraft that a pilot can be carded for will be three (3).

(c) Pilot Requirements - General

(1) Commercial or Airline Transport Pilot (ATP) Certificate with appropriate rating (Rotorcraft-Helicopter) and a valid Class I or Class II FAA Medical Certificate.

(2) Written evidence for make and model to be flown or 14 CFR 135 Airman Competency Proficiency Check (as applicable FAA Form 8410-3 or equivalent).

(3) Written evidence of an Equipment Check Endorsement for Restricted Category

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helicopters by the Chief Pilot (as applicable).

(4) Written evidence of qualification to transport external loads.

(5) Notwithstanding, 14 CFR 61.58(b), "Recent Flight Experience" helicopter PICs shall meet requirements of 14 CFR 61.58(a).

(6) Proof of compliance with 14 CFR Part 61.57 (a)(1)(i) and (ii)

(7) Proof of qualifications to meet 14 CFR 137

(8) At the CO's discretion, each pilot shall pass an agency flight evaluation in make, model, and series -conducted over typical terrain.

(9) The contractor shall ensure that a pilot who is presented for initial carding meets all requirements as outlined in paragraph C-12 (d) Pilot Requirements-Experience after award. The contractor shall verify all pilot hours submitted on form FS-5700-20a as determined from a certified pilot log or permanent record to ensure accuracy. Additionally, for pilots seeking initial approval, the contractor shall identify previous employers and submit the information on form FS 5700-20b (form pending) found in Exhibit 17. The information submitted is subject to verification by an Interagency Pilot Inspector.

(10) Pilots may function as mechanics providing:

(i) The pilot meets all the Mechanic Qualifications of this BPA.

(ii) Pilot duty limitations will apply to the pilot when functioning as a mechanic.

(iii) When pilots act 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.

(iv) A mechanic, other than the pilot, shall perform 50-hour, 100-hour, or progressive inspections.

(v) If approved by the Contractor's Operations Specifications, and in accordance with 14 CFR 43.3(h), 43.5 and 43.7, pilots may perform preventive maintenance on the aircraft.

(d) Pilot Requirements - Experience

Pilots shall have accumulated as pilot-in-command (PIC) the minimum flight hours listed below. Flight hours shall be determined from a certified pilot log. Further verification of flight hours may be required at the discretion of the CO.

All Helicopters Minimum Experience Flying Hours

Total Time 1,500

Pilot-in-command hours:

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Total Pilot-in Command (Helicopter)	1,500
Helicopter, Preceding 12 months.....	100
Weight Class.....	100
Make and Model.....	50*
Make, Model, Series, Last 12-Months	10
Turbine Helicopter Operations.....	100

*Flight hour requirements may be reduced by 50% if the pilot submits evidence of satisfactory completion of the manufacture’s approved pilot ground and flight procedures training in the applicable make and model.

Additional Special Mission Requirements:

BPA Pilot-in-Command – (as related to the applicable Special Mission approval): Minimum Experience Flying Hours:

Mountain Flying (see 1).....	200
Mountain Flying Experience – Make and Model	10
Vertical Reference (VTR) Experience.....	10*
Annual VTR Recurrency Training.....	2*

* VTR is optional for CWN Type III Pilots.

1 Mountain Flying - Helicopter Pilot: 200 hours experience operating helicopters in mountainous terrain identified in 14 CFR 95 Subpart B-Designated Mountainous Area. Operating includes maneuvering and numerous takeoffs and landings to pinnacles, ridgelines and confined areas.

(e) Pilot - Equipment Proficiency

Pilots shall be required to demonstrate proficiency with all mission equipment.

(f) Pilot - Vertical Reference Proficiency

(1) Pilots may be required to demonstrate this capability during an agency evaluation. (Exhibit 10, Interagency Guidelines for Vertical Reference/External Load Training Standards)

(2) Vertical reference qualified pilots shall maintain proficiency in vertical reference or external load operations. When active under Agreement for a period of 30-consecutive days and no vertical reference activity occurs, the pilot will be provided a 1-hour proficiency flight at Government expense. This will include snorkel operations on tanked aircraft.

(3) The Contractor may be considered unavailable for failure to maintain vertical reference proficiency.

(g) Reserved

(h) Mechanic Qualifications

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(1) The mechanic shall have a valid FAA mechanic certificate with airframe and power plant ratings, and shall have held the certificate or foreign equivalent with both ratings for a period of 24-months. The mechanic shall have been actively engaged in helicopter maintenance as a certificated mechanic for at least 18-months out of the last 24-months.

(2) The mechanic shall have 12-months experience as an Airframe & Power Plant (A&P) mechanic or foreign equivalent in maintaining helicopters. Three months experience shall have been in the last 2 years.

(3) The mechanic shall show evidence of maintaining a helicopter of the same make and model as offered within the previous 10 years and under "field" conditions for at least 1-full season. Three months experience maintaining a helicopter away from the operator's Principle Base of Operations, and while under minimal supervision, will meet this requirement. Operator may provide an additional A&P mechanic for field experience training. The additional A&P mechanic is not required to be carded.

(4) Mechanics shall have satisfactorily completed a manufacturer's maintenance course or an equivalent Forest Service or DOI-approved Contractor's training program for the make and model of helicopter offered, or show evidence the mechanic has 12-months maintenance experience on a helicopter of the same make and model offered.

(5) All mechanic qualifications shall be documented on the Aircraft Mechanic (Helicopter) Qualifications Form signed by the mechanic offered. A company representative, other than the mechanic in question, shall certify by signing the Aircraft Mechanic (Helicopter) Qualifications Form that each mechanic offered under this BPA has met the minimum certification, training, and experience qualifications of this section. The Aircraft Mechanic (Helicopter) Qualifications Form can be found in Exhibit 18 of the BPA.

(6) When requested by the Government, each Mechanic shall furnish a valid Interagency Mechanic Qualification card for review. The card shall be issued by the designated Interagency Maintenance Inspector for the duration of the BPA, including any order periods as awarded. Should the mechanic leave the employment of the Contractor, the mechanic shall surrender the card to the Contractor upon termination of employment.

(i) Availability of Mechanics

(1) A mechanic (other than the pilot) shall maintain the helicopter in accordance with the Contractor's FAA approved Maintenance Program.

(2) When the mechanic serves as the fuel servicing vehicle driver, the more stringent of the duty limitations apply.

(j) Fuel Servicing Vehicle Driver Qualifications

(1) The Contractor shall furnish a fuel servicing vehicle driver (FSVD) for each day the helicopter is available. The driver shall meet all DOT requirements.

(2) Driver(s) shall be experienced in proper fueling procedures and be familiar with the safety equipment installed on the fuel servicing vehicle.

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C-13 CONDUCT AND REPLACEMENT OF PERSONNEL

(a) Performance of BPA services may involve work and/or residence on Federal property (i.e., National Forests and National Parks, etc.). Contractor employees shall follow the rules of conduct established by the manager of such facilities that apply to all Government or non-Government personnel working or residing on such facilities. The Contractor may be required to replace employees who are found to be in noncompliance with Government facility rules of conduct.

(b) Personnel, who perform ineffectively, refuse to cooperate in the fulfillment of the BPA objectives, are unable or unwilling to adapt to field living conditions, or whose general performance is unsatisfactory or otherwise disruptive may be required to be replaced.

(c) The CO shall notify the Contractor of specifics of the unsatisfactory conduct and/or performance by the Contractor's personnel. The determination of unacceptability is at the sole discretion of the CO. When directed by the CO, the Contractor shall replace unacceptable personnel.

C-14 SUSPENSION AND REVOCATION OF PERSONNEL

(a) The CO may suspend a contractor pilot, mechanic, or fuel servicing vehicle driver 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 BPA shall be suspended from performing pilot duties under this BPA 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 BPA may be suspended from performing pilot duties under this BPA 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/mechanic is suspended, and when requested, the interagency pilot/mechanic qualification card(s) shall be surrendered to the CO. Suspension will continue for up to 90 days or until:

(1) The investigation findings and decision indicate no further suspension is required and the interagency pilot/mechanic qualification card(s) is returned to the pilot/mechanic; or

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

C-15 SUBSTITUTION OR REPLACEMENT OF PERSONNEL, HELICOPTER, AND EQUIPMENT

(a) After award and inspection of initial helicopter the contractor may, at the option of the Government, propose a substitute or replacement helicopter or equipment equal to or greater than BPA awarded performance after receipt of BPA modification by the Contracting Officer. A BPA modification shall only be provided after the contractor has submitted documentation for

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the substitution helicopter equal to the information originally submitted for the awarded helicopter (see E-3(a)). Once approval of the helicopter has been received by the contractor, contractor must contact the appropriate National or Regional Aviation Maintenance Inspector (AMI) for inspection and carding of the helicopter. Reinspection provisions will apply.

(b) Request for substitution shall be made at least 15 (fifteen) days prior to the proposed exchange, except for unforeseen conditions. Aircraft substitutions shall be limited to a maximum of two (2) per calendar year.

(c) When pilots are exchanged or replaced, training and familiarization costs, including any required flight time up to 3 (three) hours, shall be accomplished at the Contractor's expense. The Contracting Officer will determine the necessary amount of flight time up to 3 hours. This is not intended to affect cross shifting of Pilots that are familiar with the operating area or to affect approved relief pilots.

C-16 FLIGHT HOUR AND DUTY LIMITATIONS

(a) 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. Flight time to and from the Host Base 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.

(b) Various work schedules are acceptable as per Section B. The compliment of BPA personnel shall be on the same work schedule however days off may be staggered. (Examples of work schedules are 12 on and 2 off, 12 on and 12 off)

(c) For each day, duty time will be computed based on the time zone at the point of dispatch.

(d) Pilots/Relief Pilots

(1) Pilot flight hour computations shall begin at liftoff and end at touchdown and will be computed from the flight hour meter installed in the aircraft. All flight hours shall fall within duty hour limitations.

(2) Flight time shall not exceed a total of 8-hours per day. See (7) below for exceptions.

(3) Pilots accumulating 36 or more flight hours in any 6-consecutive duty-days shall be off duty the next day. Flight time shall not exceed a total of 42-hours in any 6-consecutive days. For the purpose of this clause, after any 1-full off-duty day, pilots begin a new 6-consecutive day duty-period, provided during any 14-consecutive day period, each pilot shall have two full days off-duty. Days off need not be consecutive.

(4) 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. 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.

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Note: The above travel time in excess of 30 minutes is considered duty time but is not compensable under standby or extended standby.

- (5) Duty includes flight time, ground duty of any kind, and standby or alert status at any location.
- (6) 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.
- (7) Flights point-to-point (airport to airport, heliport to heliport, etc.) with a pilot and co-pilot shall be limited to 10-flight hours per day. (A helicopter that departs "Airport A," flies reconnaissance on a fire, and then flies to "Airport B," is not point-to-point).
- (8) Pilots may be relieved from duty for fatigue or other causes created by unusually strenuous or severe duty before reaching duty limitations.
- (9) When pilots act 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.
- (10) Relief, additional, or substitute pilots reporting for duty under this BPA shall furnish a record of all duty and all flight hours during the previous 14-days to the helicopter manager upon arrival.
- (11) The Contractor may furnish a relief crew to meet the days off requirement in accordance with C-16, Flight Hour and Duty Limitations. Payment will be made in accordance with C-43 CWN Relief Crew Approval and Payment. Approval to furnish relief crews and costs for transporting of relief crews will be approved in advance by the helicopter manager. Approval will be noted on the payment invoice in the remarks section.

(e) Mechanics

- (1) Within any 24-hour period, personnel shall have a minimum of 8 consecutive hours off duty immediately prior to the beginning of any duty day. Local travel up to a maximum of 30 minutes each way between the work site and place of lodging will not be considered duty time. When one-way travel exceeds 30 minutes, the total travel time shall be considered as part of the duty day. Note: The above travel time in excess of 30 minutes is considered duty time but is not compensable under standby or extended standby.
- (2) Mechanics will have a minimum of 2 full calendar days off duty during any 14 day period. Days need not be consecutive.
- (3) Duty includes standby, work, or alert status at any location.
- (4) Mechanics may be removed from duty for fatigue or other causes created by unusually strenuous or severe duty before reaching duty limitations.
- (5) The mechanic shall be responsible to keep the Government apprised of their ground duty limitation status.

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(6) When the mechanic serves as the fuel servicing vehicle driver, the more stringent of the duty limitations apply.

(f) Fuel Servicing Vehicle Drivers

(1) It is the Contractors' responsibility to ensure that employees comply with DOT Safety Regulation 49 CFR Part 390-399, including duty limitations.

(2) Fuel servicing vehicle drivers may be removed from duty for fatigue or other causes created by unusually strenuous or severe duty before reaching duty limitations.

(3) The fuel servicing vehicle driver will be responsible to keep the Government apprised of their ground duty limitation status.

(4) Notwithstanding DOT Safety Regulation 49 CFR Part 390-399, the fuel servicing vehicle driver shall have a minimum of two (2) full calendar days off duty during any 14-day period. Off duty days need not be consecutive.

C-17 ACCIDENT PREVENTION AND SAFETY

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

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

(b) Following the occurrence of a mishap, the Contracting Officer will evaluate whether noncompliance or violation of provisions of the BPA, 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. The occurrence of the mishap may constitute default in the performance of the BPA. A finding of default under the above cited conditions shall entitle the Government to exercise the right to terminate the BPA for cause as provided in the "Contract Terms and Conditions" as stated herein.

(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 BPA. (See E-9 Synopsis of Safety Program) When, in the sole judgment of the Contracting Officer, the safety programs do not adequately promote the safety of operations, the Government may terminate the BPA for cause (Acquisition Regulation Clause 52.212-4) as provided in the "Contract Terms and Conditions". Examples of such programs are but not limited to: 1) Personnel Activities, 2) Maintenance, 3) Safety and 4) Compliance with Regulations.

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

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C-18 MISHAPS

(a) Reporting

The Contractor shall, by the most expeditious means available, notify the National Transportation Safety Board (NTSB) and the FS or DOI when an "Aircraft Accident" or NTSB reportable.

"Incident" occurs within any company operations, whether under the BPA or not. Also, the FS or DOI shall immediately be notified when an "Incident-with-Potential" occurs.

(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 FS or DOI 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 FS or DOI 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 FS or DOI. 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 BPA. Further, the Contractor fully agrees to cooperate with the FS or DOI during an investigation and make available personnel, personnel records, aircraft records, and any equipment, damaged or undamaged, deemed necessary by the FS or DOI. 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

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The NTSB, FS or DOI 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-BPA availability, and return transportation of any items disassembled by the FS or DOI.

(f) Search, Rescue, and Salvage

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

(a) General Operations

The following personal protective equipment shall be furnished by the Contractor, be operable and maintained in serviceable condition as per appropriate manufacturer's specifications.

(b) Helmets

(1) Contractor personnel shall wear a flight helmet consisting of a one-piece hard shell made of polycarbonate, Kevlar, carbon fiber, or fiberglass that must cover the top, sides (including the temple area and to below the ears), and the rear of the head. The helmet shall be equipped with a chinstrap and shall be appropriately adjusted for proper fit. The helmet shall be worn with the chinstrap fastened.

(2) Flight helmets currently approved for helicopters are the: SPH-5, HGU-84P, SPH-4B, the HGU-56P manufactured by Gentex, the Alpha 200, Alpha 400 and Alpha Eagle (900) manufactured by Interactive Safety Products and the MSA Gallet LH050 (single inner visor), LH150 (single outer visor) and the LH250 (dual visor-one inner and one outer).

(3) Helmets designed for use in fixed wing aircraft do not provide adequate protection for helicopter occupants and are not approved for helicopter use.

(c) Clothing

(1) Contractor personnel while flying shall wear long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material, leather boots and leather, polyamide, or aramid gloves. A shirt with long-sleeves overlapping gloves, and long-pants overlapping boots by at least 2-inches, shall be worn by the pilot(s). Personnel shall not wear clothing made of non fire-resistant synthetic material under the fire-resistant clothing described herein.

(2) Nomex[®] or other material proven to meet or exceed specifications contained in MIL-C-83429A may be worn. Currently, the following "other" materials meet this specification:

(i) FRT Cotton Denim Cloth, MIL-C-24915

(ii) FRT Cotton Chambray Cloth, MIL-C-24916

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(3) Clothing not containing labels identifying the material either by Brand Name or MIL-Spec will not be acceptable.

(d) Ground Operations

(1) While within the safety circle of a helicopter with engine(s) running and/or rotor(s) turning, all Contractor personnel shall wear the following PPE:

(i) Shirt with long-sleeves overlapping gloves, long-pants, hardhat/flight helmet with chinstrap, boots, hearing and eye protection.

(ii) Maintenance personnel (mechanics only) working on engine(s) running and/or rotor(s) turning on aircraft are exempt from gloves, eye protection (eye protection may be worn at the option of maintenance personnel or company policy), long sleeves, and hardhat requirements.

(2) During all fueling operations, fuel-servicing personnel shall wear a long-sleeved shirt, long trousers, boots, and gloves. The shirt and pants must be made of 100% cotton or other natural fiber, or be labeled as non-static.

(e) Personal Flotation Devices

(1) A personal flotation device (PFD) required by 14 CFR 91 shall be worn by each individual on board the helicopter when conducting operations beyond power-off gliding distance to shore, and during all hovering flight operations conducted over water sources such as ponds, streams, lakes, and coastal waters.

(2) Automatic inflation (water activated) personal flotation devices shall not be allowed.

C-20 INSPECTION AND ACCEPTANCE

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

Note: Official Government logos such as the USFS shield and or reference to “Official U.S. Government Fire Fighting Vehicle” will not be permitted on contractor equipment.

Pre-Use Inspection of Equipment and Personnel

(a) After award of the BPA and any renewal thereof, an inspection of the contractor's equipment and personnel will be made. Inspections may be scheduled by mutual agreement between the Contracting Officer and the Contractor. The inspection will take place at the host base or other location as approved by the Contracting Officer.

(b) The helicopter, pilot, relief pilot, mechanic, fuel vehicle driver, and fuel servicing vehicle will be made available for inspection as scheduled by the CO.

(c) 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

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certificate number will be recorded. The list shall be similar to that shown in AC 43-9, as amended.

(d) 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.

(e) The Contractor may be required to furnish a copy of the procedures manual and revisions as required by 14 CFR 135 (as applicable).

(f) Each fuel servicing driver will be expected to demonstrate knowledge of correct fueling procedures, and fueling and safety equipment installed on the fuel-servicing vehicle.

Contractor shall have equipment and personnel to change the filter on the fuel service vehicle as required.

(g) The fuel service vehicle approval is only an indication that the vehicle meets the additional equipment requirements of this BPA, and in no way indicates that the vehicle meets any requirement of 49 CFR.

(h) Contractors shall ensure **all** documentation submitted for pilot approvals has been verified for accuracy and completeness. Pilot evaluations or approvals will not be administered/issued until all required documentation is complete. The documentation referenced in C-20 (i) (2) shall be submitted annually for each pilot needing interagency approval (**note; the CO may require additional information and documentation**)

(i) The items described below shall be made available at the pre-use, or renewal inspection:

(1) Certificates/BPA

(i) Copy of 14 CFR 133

(ii) Copy of 14 CFR 135 (if applicable)

(iii) Copy of 14 CFR 137

(iv) Complete copy of awarded BPA, including modifications, with each aircraft

(v) Safety Management System (SMS) Manual in its entirety

(2) Pilots

(i) Completed "Pilots qualifications and Approval Record".

(USFS Form FS-5700-20a Or AMD Form 64B)

(ii) Completed "Flight Hour Requirements & Experience Verification form." (See Exhibit 17)

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(This form required only for pilots seeking their initial (first time) interagency approval)

(iii) Signed and dated signature page from the “Operations and Safety Procedures Guide for Helicopter Pilots”.

(iv) Copy of FAA Pilot Certificate. ***(Both front and back may be needed to obtain all of the required information)***

(v) Copy of **current** Medical Certificate.

(vi) Copy of **current** FAR 135 Airman Competency / Proficiency Check. “FAA form 8410-3” for each standard category make and model helicopter the pilot seeks approval in. ***(Required if operating aircraft listed on the operators 135 Certificate)***

OR

(vii) Copy of **current** Flight Review.

(Required if pilot does not have a valid FAA Flight Review within the last 24 months)

“AND”

Copy of **current** ***(within the last 12 calendar months)*** Equipment Check Endorsement ***(or comparable document (E.G.CFR 14, part 61.58 Pilot Proficiency Check))*** for each Limited Use or Restricted Category make and model helicopter the pilot seeks approval in. ***(Required if operating aircraft not listed on the operators 135 Certificate)***

(viii) Copy of FAR 133 endorsement.

(ix) Copy of FAR 137 endorsement.

(x) Reserved

(xi) Completed Load Calculation form for each helicopter make/model in which the pilot is seeking approval. Included with the Load Calculation will be notations indicating what chart(s) are used. ***(I.e. page and illustration or chart number)***

(xii) Completed “Vertical Reference Flight Training Endorsement” ***(required for long-line operations and snorkel operations conducted in helicopters not equipped with mirrors for external load operations)***

Copy of the front and back of the pilots most recently issued Interagency Helicopter Qualification Card. ***(If card cannot be produced it may be necessary to demonstrate proficiency for all Special Use operations required under the BPA)***

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Completed "Pilots Qualifications and Approval Record". (**USFS Form FS-5700-20a Or AMD Form 64B**)

(xiii) Prior to receiving an interagency "Pilot Qualification Card", all helicopter pilots are required to complete the on-line training modules for helicopter fire operations at least every 36 months. These modules are listed on the Interagency Aviation Training (IAT) website at <https://www.iat.gov/> and include Helicopter Pilot Training – Firefighting (Modules H-1, 2, & 3) and Aviation Transport of Hazardous Materials (A-110), and Grand Canyon Special Federal Aviation Regulation (SFAR). Pilots must sign up, create a profile and after completion of the modules print a copy of the certificates. A copy of the certificate must be presented to the Helicopter Inspector Pilot before an Interagency Helicopter Pilot Qualification card will be issued.

(xiv) Equipment Check Endorsement

An Equipment Check Endorsement shall include, at a minimum, documentation of the following training;

(A) Operations Training; 1.0 hour Minimum

Company policies & procedures, Operations Specifications, HazMat, BPA requirements, etc.

(B) Aircraft Ground Training; 2.0 hour Minimum

Aircraft systems, aircraft maintenance practices, radio programming, GPS programming, etc.

(C) Aircraft Flight Training; 1.0 hour Minimum

Aircraft familiarization, normal procedures, emergency procedures, in flight programming of radios and GPS, etc. (note; this training shall be in addition to any contractually required special mission training, i.e., long-line training, etc.)

(3) Equipment

(i) Appropriate equipment installed, or available to be installed, on the aircraft for the flight evaluation; i.e. dual controls, communications and navigation equipment and buckets.

(ii) Longline(s) of at least 150 feet and a suitable weight shall be available.

(iii) Aircraft maintenance records

(iv) Fuel servicing vehicle available

(4) Mechanic(s)

(i) A&P Mechanic available

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(ii) Completed A&P Qualifications and Approval Record Form with applicable qualifying mechanic's records.

C-21 PRE-USE INSPECTION EXPENSES

- (a) All operating expenses incidental to the inspection shall be borne by the Contractor.
- (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 helicopter of like make and model furnished for the BPA. (Exhibit 11, Helicopter Make/Model/Series Lists)
- (c) The Contractor shall ensure that a set of fully operational dual flight controls are installed in the aircraft during all pilot evaluation flights.
- (d) The Contractor will not be charged for the costs incurred by the Government on the initial pre-use inspection.

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 BPA period the CO may require, but is not limited to inspections/weighting/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 inspection 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 helicopter 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, or a Helicopter Association International (HAI) Maintenance Malfunction/Information Reporting Form 9 (as applicable).

C-24 PERIOD OF BLANKET PURCHASE AGREEMENT

This Blanket Purchase Agreement will be in effect for four years from date of award. Pricing will be broken into four, sequential, 12-month segments, totaling 48 months. The unit prices for individual orders will be in accordance with the pricing defined prior to the establishment of the initial agreement. This agreement may be discontinued by either party upon 30 days' written notice.

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C-25 RESERVED

C-26 AUTHORIZED ORDERING ACTIVITIES

The geographic area coordination center or forest dispatch office(s) is authorized to place orders under this agreement. Contractors shall not accept orders from any other source.

Type III Helicopter orders for services may be placed only by those identified herein to place orders. Orders for fire incidents and emergency support will only be placed by the (GACC or local unit unless directly ordered by NICC).

(a) Ordering Procedures

Orders for service will be placed with the contractor subject to the following:

(1) Orders for service will be placed with the Contractor as needed. Orders will be filled based on performance, cost and urgency. The Government will calculate performance and allowable payload for each helicopter on BPA. Computed performance, allowable payload for conditions expected at the assigned work location, helicopter configuration, location of helicopter and crew at the time of the need may take precedent over other factors including cost when ordering helicopters.

(2) The Government does not guarantee the placement of any orders for service under the BPA 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.

(b) Point-of-Hire

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

(c) Assigned Work Location(s)

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

(d) Ordered Availability Periods

Helicopters and associated equipment and personnel shall be available as ordered by the CO and agreed to by the Contractor. After a period of availability has begun, the helicopter will not be released at the request of the Contractor until approved by the CO.

C-27 DAILY AVAILABILITY REQUIREMENTS

(a) Equipment. The helicopter and related equipment will be available 14 hours per day and will not be removed from the host base or assigned work location without the approval of the Contracting Officer.

(1) Inclement weather conditions: The Pilot in Command (PIC) is the final authority for the safety and security of the helicopter. When inclement weather may be a concern, both Pilot and Helicopter Manager/COR must develop a contingency plan to identify

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potential relocation destination (s) that will afford the best protection for the helicopter. Once agreed upon by both manager and pilot, the request to re-position or release the helicopter must be approved by aviation management staff (example: FAO, AOBD, UAO, UAM).

(b) Personnel. Personnel will be in one of the following categories of availability:

(1) Standby: Personnel will be on standby status each day. The beginning of the Standby period will be set by the CO and may be adjusted from day-to-day. Once Standby begins, the standby period will continue for 9 consecutive hours regardless of the payment status of the helicopter. During the Standby period, with the exception of the first 30 minute period to accommodate preflight, the personnel/helicopter shall be able to respond to a dispatch within 15-minutes unless an alternate response time is established by the CO.

(2) Extended Standby (that period over 9 hours per day per authorized crew member) is not intended to compensate the contractor on a one-to one basis for all hours necessary to service and maintain the helicopter, nor is it paid while crew is traveling to and from place of lodging. Extended standby must be specifically ORDERED and documented on the Flight Use Invoice by the Government and only in unusual circumstances will the Government compensate the Contractor for extended standby when helicopter is not also available for immediate dispatch. Extended Standby is not applicable to double-flight crews. Extended Standby applies only to the awarded number of compensable personnel provided with each helicopter.

(3) Authorized Break. During the standby period, requirements may be modified by the CO to allow Contractor's personnel time off away from the assigned work location or to conduct routine maintenance. No deduction of availability will be made for such authorized breaks except when Contractor personnel fail to return to Standby upon request. The Contractor will provide the CO with information on how to contact Contractor personnel. Personnel will be allowed 1-hour to return to standby status after the contact attempt is made. Failure to return to work within 1-hour will result in loss of availability.

(4) Release-from-Duty. The Contractor's personnel may be released and be considered off duty prior to completion of their individual crew duty limitation period. Once released, the Contractor personnel are not required to return to Standby status the same day. Service shall be recorded as fully available provided the CO has approved release of the Contractor's personnel in advance.

C-28 UNAVAILABILITY

(a) The Contractor will be considered to be "Unavailable" whenever equipment or personnel are unable to perform or fail to perform the requirements of this BPA. Also the aircraft will be considered unavailable when the pilot, mechanic, or fuel servicing vehicle driver cannot perform because of duty limitations unless a relief crew is provided.

Unavailability however, will not be assessed when pilot(s) has reached flight and/or duty limitations while performing under this BPA when the conditions in C.16 Flight and Duty Limitations occur.

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(b) The Government may exercise its right to terminate for cause if there is unavailability in excess of three (3) full, consecutive calendar days (not to include the two approved scheduled maintenance days) or occurrence of unavailability during ten (10) percent of the total days in the Availability Period.

(c) Unavailability status will continue until the deficiency is corrected. It is the Contractor's responsibility to inform the CO whenever the equipment or personnel become available. Inspection by the Government after a performance failure has occurred will be made as promptly as possible after the Contractor has given notice that the deficiency has been corrected. When inspection reveals that the failure has been corrected, the Contractor will be considered in "Available" status from the time the Contractor gives notice to the Government that the deficiency has been corrected. The CO retains the right to require aircraft and personnel review and/or check flights at Contractor's expense.

(d) Periods of Unavailability will be accumulated for the day and posted on the Flight Use Invoice as actual clock unavailability.

C-29 RESERVED

C-30 CWN PAYMENT PROCEDURES

(a) Services Received by the US Forest Service

(1) All flight time, daily availability and other authorized charges or deductions shall be recorded on a flight use invoice in Aviation Business System (ABS). At the end of each day data shall be entered and reviewed by the Government and the Contractor's Representative.

(2) Approved invoices will be packaged electronically for payment on a semi-monthly basis for submission through the ABS process and electronically forwarded to the contractor for review and approval. Corrections shall be returned electronically to the designated representative for resolution. Upon approval, the package will be electronically forwarded to the Albuquerque Service Center (ASC) for payment. Invoices accumulated during the first half of the month will be processed for payment about the 15th and those accumulated during the last of the month will be processed about the 1st of the following month.

Go to www.fs.fed.us/business/abs "Getting Started" for instructions and more information.

C-31 PAYMENT FOR FLIGHT

(a) Flight time will be computed in hours and tenths of hours as recorded by the collective activated flight hour meter (Hobbs) on the helicopter.

(b) Payment for flight time will be made only for government authorized flight.

(c) The Government does not guarantee any flight time.

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C-32 PAYMENT FOR AVAILABILITY

- (a) Availability will be paid at the applicable rate specified in the Schedule of Items only when Contractor's equipment and personnel meet the Daily Availability Requirements and are recorded in ABS or on DOI invoice/AMD-23 as appropriate.
- (b) Availability for aircraft and crewmembers (maximum 14-hours-single crew) will be ordered, measured, and recorded each day.
- (c) Payment for availability will not commence until the aircraft and flight crew arrive at the Assigned Work Location and are available for standby. On the first day, if an aircraft arrives at the Assigned Work Location at or before 1200 hours (noon local time) a full day of availability will be paid. Aircraft arriving after 1200 hours (noon local time), will be paid for a half-day of Availability. For purposes of this clause, on the first and last day, duty time will be computed based on time zone at point of departure.
- (d) On the last day at the Assigned Work Location, aircraft released from the Assigned Work Location at or before 1200 hours (noon local time) will be paid one half-day of Availability. Aircraft released after 1200 hours (noon local time) will be paid for a full day of Availability.
- (e) No more than one day of Availability may be earned in a calendar day (0001 to 2400).
- (f) When the aircraft and crewmembers have arrived at the Assigned Work Location and the fuel-servicing vehicle is enroute, the aircraft and crewmembers may be considered to be available for payment purposes by the CO.
- (g) The awarded daily availability rate shall include all fixed and variable costs (depreciation, salaries, overnight allowances, travel costs to and from lodging, overhead, permanent shop facilities, etc.) incurred in providing continuous service exclusive of those costs directly attributed to actual flight.

C-33 PAYMENT FOR EXTENDED STANDBY

- (a) Extended Standby (that period over the first 9 hours of standby per day, per authorized crewmember) will be measured in hours (rounded to the next full-hour and paid at the rate specified in the Schedule of Items) for all Extended Standby ordered by the CO and performed by the Contractor when the crew meets the Standby requirement in accordance with Section C, Daily Availability Requirements.
- (b) Extended Standby is not applicable on days when mobilization or demobilization is paid. Only applicable to Call When Needed (CWN).
- (c) The Contractor will not be compensated for Extended Standby when the aircraft is not available for immediate dispatch, except when authorized by the CO.
- (d) Extended Standby is applicable to Alaska assignments.

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C-34 RESERVED

C-35 RESERVED

C-36 ORDERING AND PAYMENT FOR ADDITIONAL AIRCRAFT AND PERSONNEL

The CO may order an additional pilot or crewmember or aircraft on an intermittent basis to maximize usage of the helicopter. The pilot or crewmember or aircraft may be furnished at the option of the Contractor. All terms and conditions of the BPA will apply except as set forth below:

(a) When ordered by the CO, each additional crewmember will be paid a lump sum of \$500 per day for travel days and work days. This compensation is only for double crews ordered by the Government.

(b) Transportation costs shall be reviewed by the CO to determine reasonableness prior to ordering. Reasonable costs of roundtrip transportation, not to exceed the cost of transportation from the aircraft point-of-hire and return, will be paid. This does not apply to relief crews brought in by the Contractor on primary pilot or crews' mandatory days off.

(c) Such aircraft will be released when the Governments need ceases to exist.

C-37 REIMBURSEMENT FOR MOBILIZATION AND DEMOBILIZATION COSTS

(a) During mobilization and demobilization on any day in which flight is performed and no Daily Availability is earned, a lump sum of \$500 per day per authorized crewmember will be paid. Flight time performed will be paid at the applicable flight rate (Exhibit 12, Helicopter Services Hourly Flight Rates, Fuel consumption, and Weight Reduction Chart).

(b) Mobilization and Demobilization is not applicable if the helicopter is reassigned. The rate in affect for a reassignment is the daily availability rate plus flight.

(c) Mobilization and Demobilization are not applicable when using project flight rate.

(d) Mobilization and Demobilization payment is not intended to compensate the Contractor on a one-to-one basis for incurred costs.

(e) The Contractor will be reimbursed for fuel service vehicle mileage, airport landing fees, airport use costs (tie-downs) truck permits or taxes at points-of-entry associated with performance under this BPA. Costs associated with preparing the aircraft for service will not be paid.

(f) The costs shall be necessary and reasonable in amount. Itemized receipts must support claims for reimbursement and must be kept on file by the contractor and made available to the CO upon request. Salary costs for Contractor employee(s) while in travel status will not be paid.

(g) Claims for reimbursement shall be documented on the FS or DOI Flight Use Report. Itemized receipts must support claims for reimbursement and must be kept on file by the contractor. Copies of receipts are to be provided to the helicopter manager for review and approval but are not required to be submitted with the FS payment document. DOI

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reimbursement claims will be supported by itemized receipts which must be included with the Invoice/AMD-23 for payment.

(h) Failure to perform upon arrival at the Assigned Work Location may result in non-payment of all mobilization and demobilization costs.

(i) When an aircraft is released from the Assigned Work Location, demobilization costs will be paid back to the original point-of-hire providing that is the immediate destination after release. Should the aircraft not immediately return to the original point-of-hire, demobilization costs will only be paid as they actually occur.

(j) During mobilization, if cancellation occurs after flight has commenced, the Contractor will be compensated in accordance with the above provisions.

C-38 PAYMENT FOR SUBSTITUTE/REPLACEMENT HELICOPTER

When substitute or replacement aircraft are approved for use by the Contracting Officer, the following payment terms will apply:

(a) Availability – The same rate applicable to the aircraft that is being substituted or replaced.

(b) Flight – The rate applicable to the make, model, and series of the substitute or replacement aircraft.

C-39 LODGING & MEALS

No charge will be made for lodging or meals furnished by the Government.

C-40 PAYMENT FOR FUEL SERVICING VEHICLE MILEAGE

(a) A fuel-servicing vehicle is required for all fire support and non-fire use.

(b) The price of the vehicle is included in the daily availability rate or Optional Use Flight rate offered for both fire and non-fire use.

(c) When dispatched by the Government, applicable mileage rates will be paid to and from the Assigned Work Location, beginning at the Contractor's Principle Base of Operations or from the location of the vehicle at the time of order, whichever is closer. Payment will be made only for miles driven in support of the aircraft.

(d) Reserved

Vehicle Mileage Schedule

\$3.72 per mile - where the carrying capacity of aircraft fuel is 1,500-gallons or more

\$2.80 per mile - where the carrying capacity of aircraft fuel is at least 750 gallons to 1,499 gallons

\$2.01 per mile - where the carrying capacity of aircraft fuel is at least 350 gallons to 749-gallons

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\$1.50 per mile - where the carrying capacity of aircraft fuel is less than 350-gallons

C-41 PAYMENT FOR FUEL TRANSPORTATION

(a) The Government will reimburse the Contractor for costs incurred in transportation of helicopter fuel to sustain Government operations under the following conditions:

(1) When Contractor's fuel servicing vehicle cannot travel to an assigned alternate base of operations due to lack of road access.

(2) When Contractor has to arrange for fuel support at an assigned alternate base of operation to provide a supply for helicopter flights until the Contractor's fuel-servicing vehicle arrives on site.

(b) The CO will designate the method of transportation and the gallons to be transported.

(c) When the CO orders the Contractor to transport fuel by air, the flight time required to transport the fuel will be paid at the BPA flight hour rate.

(d) When the CO orders transportation of fuel by commercial carrier, reimbursement will be based on supporting itemized paid receipts and provided to the CO, upon request.

(e) In the event the Government furnishes fuel to the Contractor, fuel cost will be charged based upon rates at the nearest accessible point fuel is commercially available. Such fuel costs will be deducted from any sums otherwise due the Contractor on the Flight Use Invoice.

C-42 PAYMENT FOR FOAM CONCENTRATE

(a) Payment for approved foam concentrate, when ordered by the CO and furnished by the Contractor, will be made on an actual cost basis. Supporting itemized paid receipts will be provided to the CO upon request.

(b) Any foam concentrate provided by the Contractor shall be on the list of Approved Foam Products found at the following website: www.fs.fed.us/rm/fire

C-43 CWN RELIEF CREW APPROVAL AND PAYMENT

(a) The Contractor may furnish a relief crew to meet the days off requirement in accordance with C-16 (11), Flight Hour and Duty Limitations. Payment will be made in accordance with C-36 Transporting of Relief Crews. Approval to furnish relief crews and costs for transporting of relief crews will be approved in advance by the helicopter manager. Approval will be noted on the payment invoice in the remarks section.

(b) The reasonable cost of transporting a relief crew to and from the current assigned work location of the Helicopter will be paid by the Government. Claims for reimbursement will be supported by itemized receipt(s), but do not need to be submitted with the Flight Use Report for payment purposes although must be available for review by the Helicopter Manager; i.e., itineraries supporting round trips, names of travelers, etc. This cost reimbursement is not applicable to primary crews. DOI reimbursement claims will be supported by itemized receipts which must be included with the Invoice/AMD-23 for payment. Salary costs for Contractor

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employee(s) while in travel status is not a cost for which the Government will reimburse the Contractor.

(c) Relief Crew Costs will only be paid once every 14 days regardless of work schedules. The Government is entitled to 12 days of service under this BPA before relief costs are authorized for payment.

C-44 PAYMENT FOR OVERNIGHT ALLOWANCE

No payment for CWN personnel is authorized.

C-45 MISCELLANEOUS COSTS TO THE CONTRACTOR

(a) Housing, subsistence, ground transportation, and other expenses will be the responsibility of the contractor or its employees at the host base.

(b) The Government will reimburse the contractor for any airport use costs the Contractor is required to pay when ordered to operate from an airport other than the host base such as airport landing fees, tie-down charges, or other similar type costs.

(c) Miscellaneous, unforeseen costs incurred by the Contractor while performing under the terms of the BPA 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 Flight Use Invoice accordingly. Supporting itemized paid receipts will be provided to the CO, upon request. Claims for reimbursement shall be documented on the Flight Use Report at the time incurred.

(d) Itemized receipts must support claims for reimbursement and must be kept on file by the contractor and made available to the CO upon request.

C-46 HELICOPTER MANAGER DELEGATED AUTHORITIES

(a) Helicopter Manager will be assigned to each helicopter furnished. In addition to directing the work of the Helicopter, the Helicopter Manager has the following delegated BPA administration duties and authority:

(1) Complete Helicopter and Fuel Service Truck Pre-Use Checklist (Exhibit 14, Helicopter and Fuel Service Vehicle Pre-Use Checklist).

(2) Administer helicopter services as provided in the BPA.

(3) Secure compliance with all BPA provisions and specifications, and issue Work Orders/Notices of Non-Compliance as needed.

(4) Conduct investigations and prepare Statements of Findings when requested by the CO.

(5) Suspend operations pending the removal or reinstatement of unsatisfactory equipment or personnel by the CO.

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- (6) Coordinate temporary substitutions of helicopter(s) and pilot(s) with the CO.
- (7) Initiate and sign correspondence and other BPA administration documents over the title "Helicopter Manager."
- (8) Maintain Daily Diary of BPA activities.
- (9) Document availability, flight times, and other payment items on the Flight Use Report and submit daily into ABS or DOI invoice/AMD-23 as applicable.
- (10) Document and verify reasonable transportation costs for ordered additional personnel.
- (11) Establish daily schedules.
- (12) Approve authorized breaks.
- (13) Review the Helicopter Data Record for Inspection and Approval currency.
- (14) Review the Pilots and Mechanics Interagency Qualification Card(s) for currency and qualifications.
- (15) Complete and submit Performance Report (Exhibit 15, Performance Report).
- (16) Review Contractor Power Trend Analysis Graph.
- (17) Government Helicopter Manager may ride in a Standard Category/Limited Use Helicopter during point-to-point flights and initial attack dispatches. The following conditions shall be met when the Manager is on board:
 - (i) FAA approved passenger or crew seat with available restraint system as per C4.D General Requirements. This seat shall be in conformity with the helicopter's type certificate. The use of the observer's position (jump seat) is not approved.
 - (ii) Authorization to ride in a Standard Category Heavy (Type I) Helicopter will be noted on the Aircraft Approval Form (Aircraft Data Card).
 - (iii) Helicopter Managers shall not ride in helicopters certified as Restricted Category aircraft.

C-47 DEFINITIONS

As used throughout this BPA, 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 helicopter (not to be confused with a relief crew furnished by contractor to replace primary crew).

Aircraft Accident: An occurrence associated with the operation of a helicopter, which takes place between the time any person boards the aircraft with the intention of flight and all such

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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 a helicopter, which affects or could affect the safety of operations.

Aircraft Make and Model: A specific make and basic model of helicopter, including modification; e.g., a Bell 206

Aircraft Make, Model, and Series: A specific make, model, and series of aircraft including modification (e.g., a Bell 206B is not the same make, model, and series as a Bell 206L).

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.

Alternate Base: A base, other than the host base, established to permit operation from the vicinity of a project area or incident.

Anchor: The Interagency approved device manufactured to be the fixed point attached to the helicopter for rappel and cargo letdown operations.

Appropriate Flight Manual Hover Performance Chart: A performance chart residing in either the original or supplemental portion of a rotorcraft flight manual (RFM) that the manufacturer or Supplemental Type Certificate (STC) holder deems appropriate for a given phase of flight or special purpose activity. For example: Kaman K-1200 Rotorcraft Flight Manual Supplement No. 1 USFS Fire Fighting.

Assigned Work Location: The location designated by the CO from which an ordered flight will originate.

Authorized Crewmember: Those individuals specified in the "Schedule of Items" unless designated otherwise by the CO.

Authorized Flight or Flying Time: The actual time that a helicopter is off the ground for the purpose of the task or tasks to which assigned under an ordered flight when such time is recorded by the pilot and approved by a designated Government Official as having been properly performed.

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

Base Cost: The portion of the flight rate that is constant throughout the BPA period and not affected by changes in fuel prices. Adjustments to the base cost will be made annually by the CO.

Blanket Purchase Agreement (BPA): BPAs are written instruments of understanding, negotiated between an agency or contracting office and a contractor, as described in FAR 13.303.

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Call-When-Needed: A term used to identify the furnishing of services on an “as needed **basis**” or “intermittent use” in government procurement BPAs. There is no guarantee the Government will place any orders and the Contractor is not obligated to accept any orders. However, once an order is placed and the Contractor takes steps to perform, both sides are bound by the terms and conditions of the BPA.

Cargo: Any material thing carried by the aircraft.

Chief-of-Party: Designated Government representative for all passengers on a flight.

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.

Crewmember: A person assigned to perform duty in an aircraft during flight time.

Duty: That period that includes flight time, ground duty (pre- and post- flight inspections) of any kind, and standby or alert status at any location.

Empty Weight: Means the weight of the airframe, engines, propellers, rotors, and fixed equipment. Empty weight excludes the weight of the crew and payload, but includes the weight of all fixed ballast, unusable fuel supply, undrainable oil, total quantity of engine coolant, and total quantity of hydraulic fluid.

Equipped Weight:

Bucket Helicopters: Equipped weight equals the Empty Weight (as listed in the Weight and Balance Data) **plus** the weight of lubricants and onboard equipment required by BPA (i.e., including but not limited to survival kit, rappel anchor, first aid kit). Does not include the weight of the bucket and any associated suspension hardware.

Tanked Helicopters: Equipped weight equals the Empty Weight (as listed in the Weight and Balance Data) **plus** the weight of lubricants and onboard equipment required by BPA (i.e., including but not limited to survival kit, rappel anchor, first aid kit). Includes the weight of a fixed tank and snorkel.

Extended Standby: Period following the 9 hours of standby up to 5 hours

External Load: Any combination of load and line that is 50 feet or less in length

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 helicopter under its own power from point-to-point

First Aid: Any medical attention that involves no medical bill - If a physician prescribes medical treatment for less than serious injury and makes a charge for this service, that injury becomes "medical attention."

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

Flight Rate: The BPA unit price per hour of flight time as found in the Flight Rate Chart or Schedule of Items. (Includes base cost plus fuel costs)

Flight Time: Begins when the aircraft leaves the ground in takeoff for a given flight and ends when the aircraft has landed.

Forced Landing: A landing necessitated by failure of engines, systems, components, or incapacitation of a crewmember, which makes continued flight impossible, and which may or may not result in damage.

Fuel Cost: The variable portion of the flight rate that is subject to change due to fuel price change.

Form A: The Form A is a tabulation of all operating equipment that is or may be installed, and for which provision for fixed stowage has been made in a definite location in the helicopter. It provides a weight, arm, and moment of individual items. This is the primary document utilized to identify how a helicopter was precisely configured at the time of weighing. The items installed are indicated with a check mark or "x", where the items not installed are identified with a "0".

Form B: The Form B is a single-page form used for recording the scaled weighing data and computing the empty weight and balance of the helicopter. This document will provide the individual weights for each scale and show which type of scale was used to obtain the weight.

Form C: The Form C is a malleable list that updates the weight obtained from the Form B as equipment is added or removed. It additionally shows a continuous history of the basic weight, arm, and moment resulting from structural and equipment changes in service.

Fuel Endurance: Fuel required including a 20-minute reserve.

Fully Operational: Helicopter, pilot(s), other personnel, repairs, operating supplies, service facilities, and incidentals necessary for the safe operation of the helicopter 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.

General Aviation: That portion of civil aviation that encompasses all facets of aviation except air carriers.

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.

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Host Base: The initial location at which the aircraft will be made available for the purpose of providing aircraft services as identified under Exclusive Use.

Hover-in-ground-effect (HIGE): Maximum pressure altitude and temperature at which a helicopter can hover (at maximum gross weight) using the effects of ground cushion per the Flight Manual/Supplements and STC performance charts.

Hover-out-of-ground Effect (HOGE): Maximum pressure altitude and temperature which a helicopter can hover (at maximum gross weight) without the effects of ground cushion per the Flight Manual/Supplements and STC performance charts.

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 significant potential for substantial damage or serious injury. Final classification will be determined by the agency Aviation Safety Manager.

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

Internal Cargo Compartments: An area within the helicopter 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). All helicopter activities including landings will occur at locations that are secured by law enforcement personnel or are locations removed from law enforcement actions.

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

Limited Use Helicopter: A limited use helicopter is an Interagency term used to denote a standard category helicopter that is designated and utilized in a limited role (not for passenger transport.) See Standard Category.

Long-line: Any combination of load and line, attached to the cargo hook of the aircraft for the purpose of carrying an external load greater than 50 feet in length.

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.

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

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Mountain Flying - Helicopter Pilot: 200 hours experience operating helicopters in mountainous terrain identified in 14 CFR 95 Subpart B-Designated Mountainous Area. Operating includes maneuvering and numerous takeoffs and landings to pinnacles, ridgelines and confined areas.

Night: The time between the end of evening civil twilight and the beginning of morning civil twilight, as published in the American Air Almanac, converted to local time.

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

Official Sunset and Sunrise: The times when the upper edge of the disk of the Sun is on the horizon, considered unobstructed relative to the location of interest. Atmospheric conditions are assumed to be average and the location is in a level region on the Earth's surface.

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

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

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

Optional Use Flight Rate: Hourly flight rate specified on the schedule of items inclusive of all costs.

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).

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

Pilot-In-Command: The pilot responsible for the operation and safety of the aircraft during the time defined as flight time.

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

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

Principal Base of Operations: The primary operating location of a 14 CFR 121, 133, 135 or 137 certificate holder as established by the certificate holder.

Rappeller: A person who has been trained and certified to rappel from a helicopter, in accordance with agency specified policy and direction contained in the Interagency Helicopter Rappelling Guide.

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Rappel Spotter: A person who has been trained and certified, in accordance with agency-specified policy and direction contained in the Interagency Helicopter Rappelling Guide, to direct and manage a rappel operation.

Restricted Category: An aircraft that has been manufactured in accordance with the requirements of and accepted for use by an Armed Force of the United States and later modified for special purposes such as agriculture, forest and wildlife conservation, aerial surveying, patrolling, or any the operation specified by the FAA Administrator.

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.

Sling Load: Jettisonable external load that is lifted free of land or water during the rotorcraft operation.

Special Use Missions:

Air Tactical Coordination (Air Attack): Coordination with other tactical aircraft during fire and other project operations.

Fire Surveillance/Reconnaissance: Patrolling in search of and scouting wildland fires; checking fuel types and fire behavior.

Reconnaissance (Non-Fire): 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.

Other: Cooperative use with other agencies, and other purposes mutually agreed upon by the Contractor and the Contracting Officer.

Standard Category/Limited Use Helicopter: Turbine powered helicopters certificated in the normal or transport category. Standard Category helicopters are operated and maintained for passenger carriage in accordance with (IAW) 14 CFR 135 by an operator holding an Air Carrier Certificate. Limited Use helicopters are maintained IAW the type certificate and applicable STC's, operated IAW applicable CFR's and are not for passenger transport.

Substantial Damage: Any damage or failure which adversely affects the structural strength, performance or flight characteristics of the helicopter, 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.

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Type I (Heavy) Helicopter: 15 or more passenger seats or 5,000 lbs payload and 700 gallons retardant capacity.

Type II (Medium) Helicopter: Between 9 to 14 passenger seats or 2,500 to 4,999 lbs payload and 300 to 699 gallons retardant capacity.

Type III (Light) Helicopter: Between 4 to 8 passenger seats or 1,200 to 2,499 lbs payload and 100 to 299 gallons retardant capacity.

Type IV (Extra Light) Helicopter: Between 2-3 passenger seats or 600 to 1,199 lbs payload and 75 to 99 gallons retardant capacity.

Vertical Reference/External Load: Direct visual reference, by the pilot, of an external load/cargo being slung from beneath the helicopter with a line attached to the cargo hook and being removed or placed from the earth's surface with precision.

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

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C-48 ABBREVIATIONS/ACRONYMS

A&P	Airframe & Powerplant (Mechanic)
ABS	Aviation Business Systems
AC	Advisory Circular
AD	Airworthiness Directive
AFF	Automated Flight Following
AOBD	Air Operations Branch Director
ASC	Albuquerque Service Center
ASP	Aviation Safety Plan
ATC	Air Traffic Control
ATCO	Air Taxi/Commercial Operators
BAO	Blanket Purchase 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
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
FASD	Fire Applications Support Desk
FAR	Federal Acquisition Regulations
FPMR	Federal Property Management Regulations
FSS	Flight Service Station
GPM	Gallons-Per-Minute
HIP	Helicopter Inspector Pilot
HOS	Helicopter Operations Specialist
IATB	Interagency Airtanker Board
ICAO	International Civil Aviation Organization
IFR	Instrument Flight Rules
IMC	Instrument Meteorological Conditions
MAP	Mandatory Availability Period/Availability Period
M&IE	Meals and Incidental Expenses
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
PTT	Push-To-Talk
RADS	Rope Assisted Delivery System
RAO	Regional Aviation Officer
RASM	Regional Aviation Safety Manager

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RON	Remain-Over-Night
SIC	Second-in-Command/Co-Pilot
SPCC	Spill Prevention, Control and Countermeasure Plan Requirements
STC	Supplemental Type Certificate
TBO	Time between Overhaul
TCAS	Traffic Collision Avoidance System
TSO	Technical Standard Order
UAM	Unit Aviation Manager
UAO	Unit Aviation Officer
USFS	United States Forest Service
VFR	Visual Flight Rules
VNE	Velocity Never Exceed
VSWR	Voltage Standing Wave Ratio

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EXHIBIT 1 - FIRST AID KIT AERONAUTICAL (See C-4)

Each kit shall be in a dust-proof and moisture-proof container. The kit shall be on board the aircraft and accessible to the occupants. The contents shall include the following minimum items:

Item Description	Passenger Seats (0 – 9)	Passenger Seats (10 – 50)
Adhesive bandage strips (3 inches long)	8	16
Antiseptic or alcohol wipes (packets)	10	20
Bandage compresses, (4-inch)	2	4
Triangular bandage compresses, 40 inch (sling)	2	4
Roller bandage, 4 inch x 5 yards (gauze)	2	4
Adhesive tape, 1 inch x 5 yards (standard roll)	1	2
Bandage scissors	1	1
Body Fluids Barrier Kit:	1	1
▪ 2-pair of latex 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.

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EXHIBIT 2 - SURVIVAL KIT AERONAUTICAL (LOWER 48) (See C-4)

The contents shall include the following minimum items:

Item	Item
Knife	Signal Mirror
Non-Marine Aerial Flares(6-each)	Matches (2-small boxes in waterproof containers)
Food (2-days @ a minimum 1,000 calories per day, emergency rations per occupant)	Water (1-quart per occupant) (not required when operating over areas with adequate drinking water)
Space Blanket (1-per occupant)	Candles
Collapsible Water Bag	Whistle
Magnesium Fire Starter	Nylon Rope or Parachute Cord (50-feet)
Water Purification Tablets	

Suggested Survival Kit Items Dependent Upon Terrain and Climate:

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

Note: A hand-held 760 channel VHF transceiver radio is recommended. It should be attached, or immediately accessible, to a crewmember rather than placed in the aircraft survival kit.

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EXHIBIT 3 - ALASKA, CARIBBEAN, CANADA, AND MEXICO SUPPLEMENT (See C-1, C-8, C-33)

The following provisions shall apply when operating in Alaska. All other provisions not expressly changed herein continue to apply.

NOTE: Contractors from the lower 48 dispatched to Alaska need to have insurance coverage for Alaska, in addition to having Operations Specifications that permit Alaska operations.

(a) General Equipment

Additional Equipment:

- (1) One set of approved Tundra Boards or Snow Pads with accompanying FAA certification.
- (2) Complete set of current aeronautical charts and navigation publications covering areas of operation within Alaska and Canada.
- (3) Survival kit:

All aircraft will carry survival equipment. Survival kits will contain at least the following items and additional items required by local regulation as is appropriate for local climate and terrain conditions.

The minimum equipment to be carried during the summer months:

Item	Item
Ax or hatchet (1), and Knife (1)	Water Purification Tablets
Magnesium Fire Starter	Mosquito repellent containing DEET
Whistle	Mosquito headnet for each occupant (1)
Signal Mirror	Candles (5 each)
Non-Marine Aerial Flares (6-each)	Space Blanket (1 per occupant)
Matches (2-small boxes in waterproof containers)	Nylon Rope or Parachute Cord (50-feet)
Food (Each occupant sufficient to sustain life for 1-week @ minimum of 1,000 calories per day)	An assortment of fishing tackle such as hooks, flies, lines, sinkers, etc.

Personal Locator Beacon (PLB) (**Note:** required only if Aircraft ELT requires tools to be removed)

In addition to the above, the following shall be carried as minimum equipment from October 15 to April 1 of each year:

Item	Item
Pair of Snowshoes (1)	Sleeping bag per two occupants (1)
Wool blanket or equivalent for each occupant over 4-years of age (1)	

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EXHIBIT 3 - ALASKA SUPPLEMENT (Continued)

Note: A hand-held 760 channel VHF transceiver radio is recommended. It should be attached, or immediately accessible, to a crewmember rather than placed in the aircraft survival kit.

FUEL SERVICING VEHICLE SPECIFICATIONS

A fuel servicing vehicle and driver are not required.

The Government will furnish, transport, and store all aircraft fuel required at no expense to the Contractor.

Grades of Government-furnished fuel vary from location to location, and the Contractor shall use the grade available.

The appropriate type of fuel (Avgas or Jet fuel), in one of the following grades, will be available at each location:

AVGAS	Jet Fuel
100	Jet A
100LL	Jet A-50
	Jet B
	Jet-4 or JP-5 or JP-8

All lubricating oil, parts, and supplies shall be furnished and transported by the Contractor to the assigned work location.

The Contractor shall furnish for each aircraft a portable hand or electrically-operated fuel pump, barrel stem, hoses, and filtration system for refueling in remote areas.

The filtration system shall include a unit which accomplishes water separation with positive shut-off. The size of the filtration system unit shall be compatible with pump size. One acceptable three-stage unit is FACET part number 050971. If this model FACET is used, the third stage monitor should be a Velcon part number CDF-210K which is rated to 10 GPM. Also acceptable are Velcon filter spin on 5 micron cartridges, part number 40505SP, rated to 13 GPM; or Velcon VF-31 with 1 micron cartridge element, part number ACO-21005B, rated to 15 GPM. All filtering components shall be changed annually or sooner if needed, and the date of the change shall be placarded on the canister.

Two complete spare filter changes shall be furnished by the Contractor.

AVAILABILITY OF MECHANICS –

The mechanic shall be present for all operations in Alaska. The mechanic shall accompany the helicopter to any assigned work location. The cost of the mechanic shall be included in the Daily Availability Rate.

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EXHIBIT 3 - ALASKA SUPPLEMENT (Continued)

(b) Payment for Availability

Operations in Alaska will be scheduled by the Government in accordance with flight time/duty time limitations. The schedule will not exceed:

SINGLE CREW: Maximum 14 hour per day PIC, or PIC and SIC.

DOUBLE CREW: Maximum 24 hours per day.

Measurement of availability will be reduced, as specified below, for each hour or portion thereof service is listed as unavailable to the Government. Single or double crew Periods of Unavailability will be accumulated for the day and posted on the Flight Use Invoice as actual clock unavailability. There will no longer be a need to round to the nearest quarter hour or reduce unavailability by 1/56.

Availability, as measured above, will be paid at the applicable rate appearing in the Schedule of Items

(c) Payment for Extended Standby is Applicable for Alaska assignments.

(d) Transporting of Relief Crew

Reference Payment for Costs Away from the Host Base

(e) AIRCRAFT FUEL. The cost of fuel furnished by the Contractor in lieu of Government Furnished fuel while operating in Alaska will be reimbursed to the Contractor as provided below:

GENERAL: The Contractor shall not charge any fuel acquired under this BPA directly to the Government. All fuel not otherwise furnished by the Government must be paid by or charged to the Contractor. The purchase must be approved by the Contracting Officer. Fuel related costs shall be recorded as a line entry (i.e., date, fuel charge, dollar amount, and use-item code fuel charge [FC]), shall be summarized under "Other Charges/Credits" on the Aircraft Use Report (OAS-23), or Flight Use Invoice, and shall be supported by paid legible, itemized invoices from the supplier. Itemized receipts must support claims for reimbursement and must be kept on file by the contractor. Copies of receipts to be provided to the helicopter manager for review and approval but are not required to be submitted with the payment document Certified true copies may be submitted in lieu of the original invoice.

Government furnished fuel used by the Contractor for maintenance flights, repositioning aircraft, crew transportation, or any other flight for the convenience of the Contractor, will be deducted from amounts due the Contractor at the rate specified in the current Hourly Flight Rate Fuel Consumption and Weight Reduction Chart.

(f) Adjustment for Flight Rate. The flight rate will be reduced to reflect a dry rate by multiplying the fuel consumption for make and model of aircraft by current jet fuel price in the current Hourly Flight Rate Fuel Consumption and Weight Reduction Chart. Mobilization and demobilization will be at the wet rate. The dry rate will be effective upon the first Government-Furnished-Fueling.

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EXHIBIT 3 - ALASKA SUPPLEMENT (Continued)

FERRY FLIGHTS THROUGH CANADA. Flights through Canada will be paid at the wet rate.

(g) Payment for Transportation of Helicopter Fuel: Not applicable in Alaska

(h) Wage Determination in effect is the one provided in the solicitation

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EXHIBIT 4 - RESTRAINT SYSTEMS CONDITION INSPECTION GUIDELINES - (C-4 (d) 8))

Federal Aviation Regulations require that occupant restraints systems are to be replaced in aircraft manufactured after July 1, 1951; such systems shall conform to standards established by the FAA. These standards are contained in Technical Standard Order TSO-C22. Restraint system eligible for installation in aircraft may be identified by the marking TSO-C22, TSO-C114 on the webbing, or by a military designation number since military systems comply with the strength requirements of the TSO. Aircraft manufacturer installed restraint systems with part numbers are acceptable. Each system shall be equipped with an approved metal-to-metal latching device.

Federal Aviation Regulations provide minimum inspection guidance, other than to state, that mildew and fraying may render the restraint system un-airworthy and that suspected webbing should be tested for tensile strength. The tensile strength requirement for a single person system is 525 pounds (most systems are rated at 1,500 pounds).

Unacceptable Condition Criteria:

Webbing	Hardware	Stitching	TSO Tags
Frayed (5%) Torn Crushed Swollen Creased Deteriorated	Inoperable Damaged Corroded Excessive Wear	Broken Excessive Wear Missing	Missing Illegible

References:

- 14 CFR 91.205
- 14 CFR 21.607
- AC 21-34
- TSO-C22
- TSO-C114

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EXHIBIT 5 - ADDITIONAL SUPPRESSION/PREScribed FIRE EQUIPMENT (C-4 (d) (7), C-4 (d) (18), C-10 (f))

(a) Fixed Suppressant/Retardant Delivery Tank with Self-Filling Capability

One (1) externally/internally mounted baffled, quick-disconnect (45-minutes) fixed suppressant/retardant delivery tank that meets or exceeds the following specification:

Capacity commensurate with the maximum related lifting capability of the helicopter equipped with the tank at sea level on a standard day.

For Type II and III helicopters, Fixed Suppressant / Retardant Tank must be manufactured with an opening that allows use of the cargo hook for external load operations while tank is attached.

For operations reference C-10 F Tank Operations

NOTE: ALL CONTROLS FOR TANK SYSTEM SHALL BE LABELED AS TO FUNCTION

(1) Door(s)

The Tank door(s) shall be designed such that:

- (i) The frontal area of the retardant column is minimized.
- (ii) The door(s) does not appreciably deflect the retardant when fully opened.
- (iii) The tank and doors shall be leak proof, i.e. ½ gallon or less in a 24-hour period.
- (iv) The doors shall be closeable in flight if the aircraft is not capable of landing with the door(s) open without damaging the door(s).

(2) Venting

- (i) The tank shall be vented so that no more than 0.25 PSI negative pressure will be created in the tank head space during the fastest drop sequence.
- (ii) The vent shall not leak during filling or normal flight maneuvers.

(3) Fill Port(s)

- (i) The fill port shall be a 3-inch Kamlock[®] fitting (male) and shall be located on the right and left side of the aircraft.
- (ii) The fill port shall not leak or overflow during ground operations or during normal flight maneuvers.

Note: For hover draft operations, fill ports are not required.

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EXHIBIT 5 - ADDITIONAL SUPPRESSION/PREScribed FIRE EQUIPMENT (Continued)

(4) Controls

- (i) The door open switch shall be the same switch that opens the water bucket.
- (ii) When required, the tank close switch shall be the same switch that closes the water bucket.
- (iii) All tanks shall be equipped with an independently controlled and operated emergency dump system enabling the entire load to be dropped in less than 6-seconds. This system shall use mechanical, pneumatic, or fluid pressure for operation.
- (iv) Emergency systems operated by pneumatic or fluid pressure shall be isolated from the normal tank system pressure. Normal function or failure of the normal system shall not affect the emergency system pressure. Emergency systems dependent on normal operating aircraft or tank systems for initial charge shall have a pressure gauge or indicator readily visible to the crew. Emergency systems dependent on precharged bottles shall have a positive means of checking system charge during preflight.
- (v) The primary emergency dump control shall be positioned within easy reach of the pilot and copilot while strapped in their respective seats. Electrically operated controls shall be wired direct to a source of power isolated from the normal aircraft electrical bus and protected by a fuse or circuit breaker of adequate capacity.

(5) Certifications

- (i) The aircraft will be certificated in the normal or transport category except when restricted operations are authorized by the CO.
- (ii) Weight and balance computations shall be made with the tank full, empty, and removed, showing the helicopter to remain within acceptable center of gravity limits at all times.
- (iii) The tank shall accept filling at a rate sufficient to allow the tank to be filled to capacity in no more than 1-minute.

(b) Suppressant/Retardant Mixing Equipment

(1) Installation

The unit shall be designed for ease of installation and loading and shall not require any modifications to the helicopter. Modifications are defined as any change to the integrity of the structural components of the helicopter airframe, such as drilling holes in tubing or distorting the metal.

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EXHIBIT 5 - ADDITIONAL SUPPRESSION/PREScribed FIRE EQUIPMENT (Continued)

(2) Containment

Any unit mounted inside the helicopter (other than those that have STC's or 337's) shall have a containment vessel around the pumping and concentrate storage supply. The

containment vessel shall be able to hold 125% of the concentrate supply. The discharge hose and fittings shall be able to withstand 150 PSI or two times the rated maximum pressure output of the pump, whichever is greater. The discharge hose that is inside the cabin shall have a containment sleeve of clear hose to check for leaks.

(3) Restraint

The foam pumping unit containment vessel and concentrates shall be affixed to the helicopter in a means to prevent injury to any occupants. The design shall meet the maximum inertia forces specified in 14 CFR 23.561(b)(2).

(4) Hose Routing

The hose used to carry the concentrate shall be routed out the side of the helicopter away from the pilot. Hoses will be routed in a manner that will not interfere with flight controls.

(5) Breakaway Fittings

Any hose shall have a disconnect that will pull away from the hose when the bucket is released. The disconnect shall be close to the helicopter to keep the hose from beating against the helicopter. The disconnect shall hold the pressure of the line and be able to activate at 1/3 of the bucket empty weight.

(6) Compatibility of Materials

The materials used in construction of any foam dispensing unit shall be compatible with all foams. Materials shall be resistant to corrosion, erosion, etching, or softening. To evaluate the materials, submerge in foam concentrate for 96 hours then in a 1½% solution for 96-hours. Material samples shall be measured, weighed and visually examined to insure that deterioration of the materials and the assembly does not occur with operational use. Unacceptable conditions may be, but are not limited to cracking, crazing, softening, joint separation, bulging, diminished wall thickness, glue or mastic breakdown, or defective fasteners, gaskets or fittings.

(7) Foam Quantity

Unit is to be of the optimum size compatible with the make and model helicopter. However, the unit shall carry a minimum of 5 (five) gallons of concentrate for each 100 gallons of bucket capacity. Downloading may be accomplished when desirable during operations.

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EXHIBIT 5 - ADDITIONAL SUPPRESSION/PREScribed FIRE EQUIPMENT (Continued)

(8) Power

Power shall be supplied by the auxiliary power connector (See Section C-4(d)(17)(ii)(B))

(9) Vibration

The unit shall not cause undue vibration in the helicopter during operation or in flight. The unit shall be padded to keep from causing any single stress points on any parts not designed for such.

(10) Operation

The pilot shall be able to operate the unit with a minimal level of attention. The system shall be automated to the point where the pilot has one control to operate. Once the control is set for flow rate there should be no further adjustment necessary to the unit.

(11) Flow Rate

The system shall be capable of dispensing a variable amount of concentrate, in flight, to achieve a mixture ratio ranging from 0.1 to 1.0% by volume in 0.1% increments.

(12) Concentrate Loading

Loading using 5-gallon containers is preferred. Bulk loading shall be performed so such loading will avoid any spillage on the helicopter or come in contact with the helicopter. Servicing shall be accomplished during normal refueling time for the helicopter and take no longer than the refueling operation. Loading operations are to be performed by Contractor personnel.

(13) Approved Foam Products can be found at: Wildland Fire Chemical Systems (WFCS) www.fs.fed.us/rm/fire

(i) When transporting retardant or equipment containing retardant residue, Contractor shall take precautions to prevent retardant from coming in contact with the aircraft structure.

(ii) Offered equipment will be approved by the CO prior to any use under the BPA.

(14) Remote Cargo Hook

(i) As a minimum, the remote cargo hook shall be completely disassembled and inspected with repairs made as required; lubricated and perform a full-load operational check every 24 calendar months.

(ii) All work shall be done in accordance with manufacturer's maintenance manuals, as applicable.

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EXHIBIT 5 - ADDITIONAL SUPPRESSION/PREScribed FIRE EQUIPMENT (Continued)

(15) Long-lines 150 feet (as applicable)

(i) Rotation resistant wire rope

(A) Rotation resistant wire rope with swaged fittings rated in accordance with ANSI Standards

(B) Fabrication and installation methods shall be in accordance with aircraft and ANSI Standards.

(ii) Synthetic Long Line

(A) Helicopter synthetic long-lines shall be constructed from the HMWPE (High Molecular Weight Polyethylene Equipment) or HMPE (High Molecular Polyethylene Equipment) family of rope fibers including brand names such as Spectra[®] by Allied Signal or fibers with similar properties.

(B) Rope Diameter. Minimum rope diameter shall be ½-inch

(C) Working or Rated Load

1. The working or rated load of a rope is the maximum static load that will be lifted by the rope. Working loads are based on a percentage of the approximate breaking or ultimate strength of the rope when new and unused. The working load shall be appropriate to the lifting capability of the helicopter.

2. For reference, lifting capability for each category of helicopter is as follows:

Type I (Heavy) 4500 to 30,000 lbs or greater

Type II (Medium) 1600 lbs to 4500 lbs

Type III (Light) 750 lbs to 1600 lbs

(D) Factor of Safety

A factor of safety of 7 shall be used for helicopter synthetic long-lines. Therefore, all ropes shall have an ultimate strength of seven times the rated or working load. For example, if a Type II (Medium) helicopter line will have a working load of 4,500 pounds, the rope shall have strength, when new, of at least 31,500 pounds. Rope diameters will vary depending on strength and type of rope.

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT/EXHIBITS

EXHIBIT 5 - ADDITIONAL SUPPRESSION/PREScribed FIRE EQUIPMENT (Continued)

(E) Knots and Splices

Knots are not permitted in the synthetic long-line. Knots can decrease rope strength by as much as 50%. Splices may be used in the assembly of the long-line, but no mid-line splicing repairs may be done. Re-splicing at the end of the line is permitted only if the rope is in good condition, and the new splice is done per manufacturer's recommended splicing practices. Splices should always follow the manufacturer's recommended splicing practices.

(F) Maintenance and Inspections

Manufacturer's recommended maintenance and inspection procedures shall be complied with.

(16) Wire Cutters

Wire cutting devices to provide catastrophic failure protection from striking horizontal wires and cables. At least 85 percent of the frontal area of the helicopter shall be protected.

(c) Additional equipment offered shall meet the following requirements:

Power source for a Helitorch or remote cargo hook.

(1) The connector shall be mounted adjacent to the cargo hook (within 12 inches). A wire rope lanyard or other similar device shall be provided for support of the connector so that tension loads will not be placed on the electrical wiring.

(2) This connector has multiple circuit capacity sufficient to provide power and control for Contractor-furnished equipment such as the required water bucket. Water buckets shall be wired through this connector.

Notes:

See FS/AMD A-16 for a 9-pin wiring diagram for suppressant/retardant buckets (See: www.nifc.gov/NIICD/documents.html)

The 9-pin connector is required on Medium Exclusive Use helicopters and all Light helicopters. Requiring the 9-pin connector on additional helicopters must be specifically mentioned in the BPA.

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EXHIBIT 6 - HIGH VISIBILITY MARKINGS ON MAIN ROTOR BLADES (C-4 (d) (17))

Acceptable Paint Schemes

(a) Starting at blade tip, paint first 1/6th of blade length with gloss white. Paint second 1/6th of blade length with orange. Paint third 1/6th of blade length with gloss white. Paint next 1/3rd of blade length with orange. Paint remaining 1/6th of blade length with gloss white.

White	Orange	White	Orange	White	Hub	White	Orange	White	Orange	White
1/6	1/6	1/6	1/3	1/6		1/6	1/3	1/6	1/6	1/6

(b) One black and one white blade.

(c) Paint schemes previously approved under Interagency Fire and Aviation BPA.

(d) Paint schemes and color variations specified by manufacturer in a service bulletin, instructions, or other manufacturer published document or text.

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EXHIBIT 7 - ADDITIONAL AVIONICS EQUIPMENT (B-12, C-4 (d) (22))

When identified in Section B-12 as a required item, or when the Contractor elects to provide the below items as optional for BPA consideration, the below specifications shall be in effect.

(a) VHF-FM Programming Port

(1) Each required VHF-FM 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. Use of a FM-1/FM-2 programming switch is permitted.

(2) 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.

(b) External Public Address (PA) System with Siren

(1) One PA system operated via the aircraft's audio control system(s). The PA shall utilize a speaker(s) external to the aircraft with sufficient volume to be easily heard on the ground from 100 feet below a hovering helicopter.

(2) The siren shall utilize the above PA's speakers with Yelp and Wail tones. Tones shall be activated by the PIC and SIC positions via a manually operated switch.

(c) Internal Public Address (PA) System with Siren

(1) One PA system operated via the aircraft's audio control system(s). The PA shall utilize speakers in the passenger area with sufficient volume to be easily heard throughout the passenger area while the aircraft is in flight.

(2) The siren shall utilize the above PA's speakers with Yelp and Wail tones. Tones shall be activated by the PIC and SIC positions via a manually operated switch except in Heavy helicopters where it shall be activated by the Helicopter Manager's position.

(d) GPS with Moving Map

GPS with moving map. 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.

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EXHIBIT 7 - ADDITIONAL AVIONICS EQUIPMENT (Continued)

(e) GPS Data Connector

Standard Medium & Light: One GPS Data Port Connector. A GPS data port 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 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. Note: Not required for aircraft designed for a single occupant (i.e. K-MAX)

(f) Additional GPS Antenna

Standard Medium & Light: The Contractor shall allow the Government to utilize a portable GPS in the aircraft. In order to facilitate this, the Contractor shall provide a low-profile GPS aviation antenna (Freeflight Systems part number 16248-20 (telephone number (254) 662-0000) or equivalent) mounted atop the aircraft per the manufacturers installation manual, with associated cable and type "N" female connector, terminated within the aircraft in a location convenient to the observer. Note: Not required for aircraft designed for a single occupant (i.e. K-MAX).

(g) Traffic Advisory System (TAS)

(1) One Active Traffic Advisory System (TAS) shall be installed in the aircraft. The system shall be a TSO certified system using active surveillance interrogation.

(2) 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.

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

(4) 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.

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

Note: Systems known to meet these requirements (when following the above specifications):

Goodrich Skywatch HP
Bendix-King KT A-870
Ryan International TCAD 9900BX
Avidyne TAS-610
Avidyne TAS-620

(h) Intercommunications System for all Passenger Positions

Sections C-8.e, f, g, j, and k are modified from requiring two passenger positions (minimum) to monitor the radio receiver(s), have ICS PTT capability, and monitor ICS, to all passenger positions.

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EXHIBIT 8 - FUEL SERVICING EQUIPMENT REQUIREMENTS (C-4 (d) (21))

(a) General

- (1) An approved fuel servicing vehicle (FSV) (truck, pump-house, or trailer) shall be provided with each helicopter. The FSV shall be inspected annually and shall be stationed at the Host Base unless dispatched by the Contracting Officer. Vehicle shall display a current USFS or USDI-AMD inspection sticker.
- (2) The fuel-servicing vehicle shall be capable of transporting fuel over rough mountainous terrain to include grades of up to 9%.
- (3) Fuel tank/chassis combinations which are not compatible and/or that exceed the gross vehicle weight rating (GVWR) when tank(s) are full are not permitted.
- (4) Fuel servicing vehicles shall be properly maintained, cleaned, and reliable. Tanks, plumbing, filters, and other required equipment shall be free of leaks, rust, scale, dirt, and other contaminants. Trailers used for storage and transport of fuel shall have an effective wheel braking system.
- (5) Spare filters, seals, and other components of the fuel-servicing vehicle filtering system shall be stored in a clean, dry area in the fuel service vehicle. A minimum of one set is required to be with the vehicle.
- (6) The fuel servicing vehicle tank capacity shall be sufficient to sustain 8-hours of flight (14-hours of flight when the aircraft is doubled crewed and required in the Schedule of Items). Barrels are not acceptable. The fuel servicing vehicle manufacturers' gross vehicle weight (GVW), with a full fuel tank, shall not be exceeded.
- (7) All tanks will be securely fastened to the vehicle frame in accordance with DOT regulations and shall have a sump or sediment settling area of adequate capacity to provide uncontaminated fuel to the filter.
- (8) A 10-gallon per minute filter and pump is the minimum size acceptable. Filter and pump systems sizes shall be compatible with the helicopter being serviced.
- (9) The filter manufacturer's Operating, Installation and Service Manual shall be with the fuel-servicing vehicle. Filters shall be changed in accordance with the filter manufacturer's manual, at a minimum of every 12-months, whichever is less, and documented. The filter vessel shall be placarded indicating filter change date and documented in service vehicle log.
- (10) Gasoline engine driven pumps shall be designed to pump fuel, have shielded ignition system, Forest Service approved spark arrestor muffler, and a metal shield between the engine and pump. Other exposed terminal connections shall be insulated to prevent sparking in the event of contact with conductive material.
- (11) Fuel trucks shall meet the dead man switch requirements as outlined in NFPA 407.

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EXHIBIT 8 - FUEL SERVICING EQUIPMENT REQUIREMENTS (Continued)

(b) Equipment

- (1) Each aircraft fuel servicing tank vehicle shall have two fire extinguishers, each having a rating of at least 20-B: C with one extinguisher mounted on each side of the vehicle. Extinguishers shall comply with NFPA 10 Standards for Portable Fire Extinguishers.
- (2) Fuel tanks shall be designed to allow contaminants to be removed from the sediment settling area.
- (3) Only hoses compatible with aviation fuel shall be used for servicing. Hoses shall be kept in good repair. The hose shall be at least 50 feet in length, minimum of ½ the rotor diameter plus 20 feet for rapid refueling.
- (4) Fuel nozzle shall include a 100-mesh or finer screen, a dust protective device, and a bonding cable with clip or plug. Except for closed circuit systems, no hold-open devices will be permitted.
- (5) An accurate fuel-metering device for registering quantities in U.S. gallons of fuel pumped shall be provided. The meter shall be positioned in full view of the fuel handler while fueling the helicopter.
- (6) Fuel servicing vehicle shall have adequate bonding cables.
- (7) Fuel servicing vehicle shall comply with DOT and EPA requirements for transportation and storage of fuel, and shall carry sufficient petroleum product absorbent pads or materials to absorb or contain up to a 5-gallon petroleum product spill. The Contractor is responsible for proper disposal of all products used in the cleanup of a spill in accordance with the EPA, 40 CFR 261 and 262.
- (8) Operator shall provide locking devices for all filler ports on all fuel storage tanks.

(c) Markings

- (1) Each fuel-servicing vehicle shall have "NO SMOKING" signs with 3-inch minimum letters visible from both sides and rear of vehicle.
- (2) Each vehicle shall also be conspicuously and legibly marked to indicate the nature of the fuel. The marking shall be on each side and the rear in letters at least 3 inches high on a background of sharply contrasting color such as Avgas by grade or jet fuel by type. Example: Jet-A white on black background.
- (3) All fuel servicing vehicles shall be placarded in accordance with 49 CFR 172.

(d) Filtering System (Three-Stage or Single-Stage is acceptable)

- (1) The first and third stage elements of a three-stage system and the elements of a single-stage system shall be new and installed by the Contractor during the annual inspection and witnessed by the Government Inspector, upon request.

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EXHIBIT 8 - FUEL SERVICING EQUIPMENT REQUIREMENTS (Continued)

(2) The separator element (Teflon screen) of the three-stage system shall be inspected and tested as prescribed by the manufacturer during the inspection. The filter assembly shall be placarded with that data.

(3) If equipped with a drain, the bottom of the filter assembly shall be mounted to allow for draining and pressure flushing into a container. If the unit is drained overboard, the fuel shall not come in contact with the exhaust system or the vehicle's wheels. If the unit is equipped with a water sight gauge, the balls shall be visible.

(4) Three-Stage (filter, water separator, monitor) System:

Fueling systems shall utilize a three-stage system such as a Facet Part Number 050970-M2 for 20 gallon-per-minute (gpm) pump, or equal. A Facet Part Number 050971-M2 for a 10 gallon-per-minute pump, or equal. An acceptable third-stage (monitor) unit is Velcon CDF-220 Series for 20-gpm flow or Velcon CDF-210E for 10 gpm systems.

(5) Single-Stage System or Three-in-One Filter Canister:

Fueling systems shall utilize a single element system such as a Velcon filter canister with Aquacon cartridge of a size compatible with pumps flow rate.

(6) Differential pressure gauge(s) shall be installed and readable. Example: Velcon VF-61 canister with an ACO-51201C cartridge.

(e) Fuel Servicing

(1) General

(i) The Contractor shall supply all aircraft fuel unless the Government exercises the option of providing fuel. All fuel provided by the Contractor will be commercial grade aviation fuel. Only fuels meeting the specifications of American Society for Testing and Materials (ASTM) D-1655 (Type Jet A, A-1 or B), MIL T-5624 (Grade JP-4 or JP-5) for turbine engine powered aircraft are authorized for use.

(ii) Fueling operations, including storage and handling, shall comply with the airframe and engine manufacturer's recommendations and all applicable FAA standards. NFPA Standard No. 407, Aircraft Fuel Servicing, shall be followed except that no passengers may be on board during fueling operations.

(iii) The contractor shall ensure that they are in compliance with 40 CFR Part 112: Oil Pollution Prevention; Spill Prevention, Control, and Countermeasure Plan Requirements (SPCC). An SPCC plan is required for each mobile fueler used on this BPA regardless of bulk storage container (tank) size.

(iv) Fuel shall pass through a filtering system in accordance with the filter manufacturer's recommendations.

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EXHIBIT 8 - FUEL SERVICING EQUIPMENT REQUIREMENTS (Continued)

(2) Rapid Refueling

(i) There are two approved methods (CCR and Open Port) for fueling helicopters with engine(s) running.

(A) Closed Circuit Refueling (CCR). This method of refueling uses a CCR system designed to prevent spills, minimized fuel contamination, and prevent escape of flammable fuel vapors. Open port nozzle Emco Wheaton Model G457 or equivalent may be used in place of CCR system.

(B) Open Port. This method of refueling allows flammable fuel vapors to escape.

(ii) Rapid refueling of helicopters is permitted if requested by the Government, and the Contractor follows NFPA 407 procedures, and the Contractor has an approved rapid refueling procedure. For 14 CFR Part 133 and 137 operators a copy of company rapid refueling procedures must be submitted prior to rapid refueling. Rapid refueling authorization shall be annotated on the approval card. Additionally, the Contractor shall meet the following requirements:

(A) A pilot shall be seated at the controls of the aircraft during refueling operations.

(B) The aircraft shall be shut down after every 4-hours of continuous operation.

(C) Personnel providing onsite fire protection are briefed on the Contractor's rapid refueling procedures.

(D) Government personnel shall not refuel BPA aircraft unless the pilot requests Government assistance due to an emergency situation; or when the Government provides the fuel servicing system and dispensing personnel.

(E) The hose shall be at least 50 feet in length, minimum of ½ the rotor diameter plus 20 feet for rapid refueling.

(F) A Closed Circuit refueling adapter shall be provided to allow fueling of aircraft equipped for single point refueling.

(f) Fuel Quality Control Procedures

Compliance with fuel quality control requirements is the responsibility of the contractor. NFPA 407 shall be followed for Aircraft Fuel Servicing.

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DESCRIPTION/SPECIFICATIONS/WORK STATEMENT/EXHIBITS

EXHIBIT 8 - FUEL SERVICING EQUIPMENT REQUIREMENTS (Continued)

(1) Daily

- (i) Check for and remove any water from fuel tanks. A water check will be performed each morning before the vehicle is moved, after every reloading of fuel, washing of equipment, and after a heavy rain or snowstorm.
- (ii) Drain all filter/separator drain valves and check for water and other contaminants. Draw off any accumulation of water.
- (iii) Draw off a sample from the fuel nozzle. Sample shall be collected in a clean, clear glass jar and examined visually. Any visual water, dirt, or filter fibers are not acceptable.

(2) During Helicopter Fueling Process

- (i) Check sight gauge for water, if equipped.
- (ii) Visually inspect fueler for leaks. Repair as necessary.

(3) Weekly

- (i) With pump operating, pressure flush filter assembly. Continue flush operation until sample is clear, clean, and bright.
- (ii) Time flow rate with full open flow from nozzle. Record gallons-per-minute to nearest 1/10 gallon.
- (iii) Check condition of covers, gaskets, and vents.
- (iv) Inspect all fire extinguishers for broken seals, proper pressure, and recharge date. Recharge as necessary.
- (v) Inspect hoses for abrasions, separations, or soft spots. Weak hoses will be replaced.

(4) Record Keeping. (Records shall be kept with the Fuel Truck) The fuel handler shall keep a record containing the following information: (as a minimum)

- (i) Condition (clean, clear, bright, etc.) of fuel sample at:
 - (A) Nozzle
 - (B) Filter Sump
 - (C) Tank Sump
- (ii) Flow rate in gallons per minute to the nearest 1/10 gallon.
- (iii) Filter change (reason & date).

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EXHIBIT 8 - FUEL SERVICING EQUIPMENT REQUIREMENTS (Continued)

(iv) Record of source, location, when and quantity of fuel loaded into servicing vehicle.

(v) Fuel servicing vehicle tank ports will be secured and locked to prevent access by unauthorized individuals.

Note: When identified in Section B-12 as a required item, or when the Contractor elects to provide a P25 Digital VHF-FM Mobile Radio as optional for BPA consideration, the below specifications shall be in effect.

(g) P25 Digital VHF-FM Mobile Radio

(1) A P25 Digital VHF-FM two-way mobile radio, with a matched broadband antenna (Antenna Specialists ASPR7490, Maxrad MWB5803, or equivalent), shall be installed in the fuel-servicing vehicle. The radio shall provide selection of analog wideband (25.0 kHz), analog narrowband (12.5 kHz), and P25 Digital narrowband (12.5 kHz), channel spacing on each channel operating from 150 MHz to 174 MHz. The radio shall be frequency-synthesized, equipped with a CTCSS sub-audible tone encoder having a minimum of 32 selectable tones meeting the current TIA/EIA-603 standard, and develop a minimum of 30 watts nominal output power.

(2) Transceivers shall be set to operate in the narrowband mode unless local requirements dictate otherwise. All radios must have the ability to be programmed in the field by the radio operator without the aid of a computer or the services typically found in a radio shop.

(3) The use of appropriate VHF-FM portable radios with suitable output power booster units is permissible. See the below VHF-FM Portable Radio section for portable radio requirements.

(4) All P25 digital radios will operate with current software as shown 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, Relm/BK Radio releases a new software version for their DMH radio on August 1st. The above website lists this new software version on September 15th. Therefore, all DMH radios used for aviation 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 end of the following year.

(5) Approved P25 digital radios are listed at www.nifc.gov/NIICD/documents.html.

Note: It is highly recommended that a programming "cheat sheet" accompany the fuel servicing vehicle.

Note: When identified in Section B-12 as a required item, or when the Contractor elects to provide a P25 Digital VHF-FM Portable Radio as optional for BPA consideration, the below specifications shall be in effect.

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EXHIBIT 8 - FUEL SERVICING EQUIPMENT REQUIREMENTS (Continued)

(h) P-25 Digital VHF-FM Portable Radio

(1) A P25 Digital VHF-FM two-way portable radio operating from 150 MHz to 174 MHz. The radio shall provide selection of analog wideband (25.0 kHz), analog narrowband (12.5 kHz), and P25 Digital narrowband (12.5 kHz) channel spacing on each channel. The radio shall be frequency-synthesized, equipped with a CTCSS sub-audible tone encoder having a minimum of 32 selectable tones meeting the current TIA/EIA-603 standard, and develop a minimum of 1 watt nominal output power but no more than 10 watts nominal output power. Modified or Family Service Radios (FSR) are not acceptable.

(2) Transceivers shall be set to operate in the analog narrowband mode unless local requirements dictate otherwise. All radios must have the ability to be programmed in the field by the radio operator without the aid of a computer or the services typically found in a radio shop.

(3) When the above Fuel Service Vehicle Radio requirement is met with the use of a VHF-FM portable radio with output power booster, that portable VHF-FM radio may be used to comply with this section as long as the portable radio complies with all specified VHF-FM Portable Radio requirements. The VHF-FM portable radio used in the fuel service vehicle must be removable and still operate as a portable radio.

(4) At least two fully charged batteries per radio are required at the beginning of each shift when using rechargeable batteries. The contractor supplied batteries must operate the portable radio throughout the shift. It is highly recommended that all portable radios utilize an AA alkaline battery clamshell. A source of 115 VAC power may not be available for rechargeable batteries.

Note: It is highly recommended that a programming “cheat sheet” accompany the VHF-FM portable radio. Additionally, the radio should have a carrying case or chest pack carrier and utilize AA batteries.

(5) All P25 digital radios will operate with current software as shown 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, Motorola releases a new software version for their XTS2500 radio on August 1st. The above website lists this new software version on September 15th. Therefore, all XTS2500 radios used for aviation 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 end of the following year.

(6) Approved P25 digital radios are listed at www.nifc.gov/NIICD/documents.html.

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EXHIBIT 9 - OPERATIONS AND SAFETY PROCEDURES GUIDE FOR HELICOPTER PILOTS

It is important for BPA pilots to be familiar with the BPA specifications. See Forest Service website: <http://www.nifc.gov/aviation/helicopters.htm>

Pilot operation briefings will emphasize the following areas:

- (1) Pilot Authority and Responsibility
- (2) Helicopter Management
- (3) Operational Requirements
- (4) Operating Limitations and Weather Requirements
- (5) FM Radio and GPS Operations
- (6) Flight Following and Flight Plans
- (7) Incident Airspace
- (8) Knowledge and Procedure Overview
- (9) Regional Procedures
- (10) Reference Web Sites
- (11) Pilot Certification
- (12) Verification of Long-Line and/or Snorkel Training
- (13) Flight Hour requirements and experience verification
- (14) Required documentation for pilot carding

Note: It is the company's responsibility to submit verification of pilot security background checks for all pilots working under exclusive use contracts only to the National Helicopter Program Manager and the Helicopter Inspector Pilot (HIP).

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EXHIBIT 10 - INTERAGENCY GUIDELINES FOR VERTICAL REFERENCE/EXTERNAL LOAD TRAINING (C-12 (f) (1))

National Interagency Helicopter Standards require that contractors develop a Vertical Reference / External Load Training Syllabus and that BPA pilots receive this training before applying for Agency Special Use approval. Each BPA pilot must have a current proficiency endorsement from the company's chief pilot in order to qualify for a Flight Evaluation by an Interagency Helicopter Inspector Pilot.

The Applicant has demonstrated VTR proficiency with a 150' long-line by:

- (1) Exhibiting knowledge of the elements of vertical reference / external load operations.
- (2) Performing a thorough preflight briefing of ground personnel to include hookup procedures, signals, and pilot and ground personnel actions in the event of an emergency or hook malfunction.
- (3) Visually determining that the cargo hook(s) and cables are installed properly and that electrical and manual releases are functioning properly.
- (4) Ascending vertically using vertical reference techniques while centered over the load until the load clears the ground, then maintain a stable hover with a load 10 feet (+ - 5-foot) above the ground for 30 seconds. (The applicant should insure that the long-line does not become tangled on external parts of the helicopter).
- (5) Controlling the hook movement and stopping load oscillations while in a hover.
- (6) Maintaining positive control of the load throughout the flight while maintaining specified altitude within 50 feet, airspeed within 10 knots, and heading within 10 degrees.
- (7) Maintaining the proper approach angle and rate of closure to establish an out-of-ground effect hover with the load 10 feet above the ground (+ - 5 feet) for 30 seconds and then placing the load within a 10-foot radius of the specified release/touchdown point.
- (8) Maintaining the proper approach angle and rate of closure to establish an out-of-ground effect hover within a confined area with the load 10 feet above the ground (+ - 5 feet) for 30 seconds and then placing the load within a 10-foot radius of the specified release/touchdown point.

NAME: _____ CERT NO: _____ INITIAL RECURRENT
(Check One)

I certify that the above listed pilot has completed training as outlined in the National Interagency Helicopter Standards and meets the currency and performance requirements of this company's Vertical Reference/ External Load Training Manual and recommend him/her for evaluation.

CHIEF PILOT: _____ COMPANY: _____
Printed Name

CHIEF PILOT: _____ DATE: _____
Signature

SECTION C
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EXHIBIT 10 - INTERAGENCY GUIDELINES FOR VERTICAL REFERENCE/EXTERNAL LOAD TRAINING (Continued)

National Interagency Helicopter Standards require that contractors develop a Vertical Reference training syllabus for pilots who fly helicopters with a fixed tank and snorkel and that contract pilots receive initial and recurrent training before applying for agency Special Use approval. Each contract pilot shall have a current proficiency endorsement from the company's chief pilot in order to qualify for a Flight Evaluation Check by an Interagency Helicopter Inspector Pilot.

VERTICAL REFERENCE GUIDELINES FOR HELICOPTERS USING A FIXED TANK WITH SNORKLE

The pilot shall demonstrate proficiency with the snorkel by:

- Exhibiting knowledge of the elements of vertical reference operations.
- Performing a thorough preflight of the tank and snorkel
- Establishing a hover before takeoff by ascending vertically using vertical reference techniques while not dragging the snorkel.
- Establishing and maintaining the proper approach angle and rate of closure to establish a 5 foot snorkel height above the porta-tank and then lowering the snorkel into the tank. Maintain a stable hover for 30 seconds. Ascend vertically while keeping the snorkel clear of the edges of the tank until the snorkel is at least five (5) feet above the tank. Transition to forward flight without allowing the snorkel to settle back into the tank,

OR

- Establishing and maintaining a proper approach angle and rate of closure to establish a 5 foot snorkel height above the ground and over a circle of 8 to 10 feet in diameter. The circle shall be marked by paint or other easily identifiable material. From a stable hover, lower the aircraft until the snorkel head is touching the ground. Execute a 360 degree turn (left or right) while maintaining the snorkel head in contact with the ground within the circle and not allowing any part of the snorkel hose to touch the outside of the circle. The maneuver should be completed in 90-120 seconds,

AND

- Perform a landing while placing the main landing gear in a 6 foot diameter circle.

NAME: _____ CERT NO: _____ INITIAL RECURRENT
(Check One)

I certify that the above listed pilot has completed training as outlined in the National Interagency Helicopter Standards and meets the currency and performance requirements of this company's Vertical Reference/External Load Training Manual and recommend him/her for evaluation.

CHIEF PILOT: _____ COMPANY: _____
Printed Name

CHIEF PILOT: _____ DATE: _____
Signature

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EXHIBIT 11 - HELICOPTER MAKE/MODEL/SERIES LIST (C-21 (b))

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

When make/model/series currency is specified in the procurement document, only that specific make/model/series may be used to determine currency.

Make	Model
Agusta	A-119
Agusta	AW-139
Bell	47 Series (All Recips)
Bell	47Series (Soloy)
Bell	206A, 206B, 206B3
Bell	206L, 206L1, 206L3, 206L4
Bell	407
Bell	204, 205, UH-1, All Series
Bell	212, 412
Bell	214
Bell	210
Boeing	BV-107-II, KV-107-II
Boeing	BV-234, CH-47
Boeing	369 (500) Series
Boeing	MD-600N
Boeing	MD-900, 902
Enstrom	28 Series
Eurocopter	SA-315, SA-316, SA-319 (Alouette/Lama)
Eurocopter	SA-318
Eurocopter	AS 350 Series (A-star)
Eurocopter	AS-355 Series (Twin Star)
Eurocopter	SA-341 (Gazelle)
Eurocopter	SA-360
Eurocopter	SA-365 (Dauphin)
Eurocopter	SA-330, AS-332 (Puma)
Eurocopter	MBB-105 Series
Eurocopter	BK-117 Series
Eurocopter	EC-145
Eurocopter	EC-135
Eurocopter	EC-120
Eurocopter	BO-105
Hiller	12 Series (Recips)
Hiller	12 Series (Soloy)
Hiller	FH-1100
Hughes/Schweizer	269 (300) Series (Recips)
Schweitzer	330
Sikorsky	S-55, H-19 (Recip), S-55T
Sikorsky	S-58, H-34 Series (Recip), S-58T Series
Sikorsky	S-62
Sikorsky	S-61 Series, SH-3
Sikorsky	S-64, CH-54
Sikorsky	CH-53
Sikorsky	S-76 Series
Sikorsky	S-70, Uh-60 Series

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EXHIBIT 12 - HELICOPTER SERVICES HOURLY FLIGHT RATES, FUEL CONSUMPTION, AND WEIGHT REDUCTION CHART (B-1, B-3 (a), C-10 (a) (5), C-31, C-34 (b) (3))

FOR CONTRACTS AWARDED 2008 -2011 (CWN/Exclusive Use) 04/14/2008 - Effective July, 16, 2010

COMPANY	AIRCRAFT TYPE	FUEL CONSUMPTION (gal/hr)	July 16, 2010 HOURLY FLIGHT RATE (\$/HR)	LOAD CALCULATION Weight Reduction (lbs)
AGUSTA WESTLAND	AW 119 Koala	55	\$1,097.00	230
	AW 139	129	\$2,191.00	335
	EH 101	211	\$4,330.00	Not Established
AEROSPATIALE	SA 315B	58	\$1,575.00	180
	SA 316B	58	\$1,575.00	170
	SA 318C	45	\$1,446.00	80
	SA 319B	45	\$1,457.00	150
	AS 330J	179	\$3,946.00	500
	SA 332L1	160	\$3,918.00	N/A
	SA 341G	45	\$1,425.00	170
	AS 350B/350BA	45	\$1,012.00	130
	AS 350B1	46	\$1,015.00	160
	AS 350B2	48	\$1,029.00	160
	AS 350B3	50	\$1,088.00	175
	AS 350D	38	\$985.00	130
	AS-355F-1/355F-2	58	\$1,243.00	140
	AS 365N1	87	\$1,994.00	275
	EC 120	31	\$786.00	Not Established
	EC 130B4	53	\$1,029.00	Not Established
	EC 135	64	\$1,281.00	220
	EC 145	80	\$1,580.00	Not Established
	EC 155B1	95	\$2,096.00	Not Established
	EC 225	183	\$3,649.00	Not Established
BELL:	47/SOLOY	23	\$635.00	120
	204B (UH-1 Series)	86	\$1,540.00	200
	204 Super B	90	\$1,581.00	200
	205A-1	88	\$1,562.00	260
(CORRECTED)	205A-1++	90	\$1,603.00	260
	206B-II	25	\$770.00	100
	206B-III	27	\$793.00	130
	206L-1	32	\$927.00	150
	206L-3	38	\$966.00	180
	206L-4	38	\$950.00	180
	210	90	\$1,598.00	260
	212	100	\$1,828.00	390
	214B	160	\$2,466.00	380
	214B1	145	\$2,301.00	380
	214ST	133	\$2,885.00	420
	222A	70	\$1,756.00	Not Established
	222B	83	\$1,834.00	Not Established
	222UT	83	\$1,834.00	Not Established
	407	45	\$1,064.00	155
	412	110	\$1,997.00	390
	412HP	110	\$1,971.00	390
	UH-1B	86	\$1,509.00	N/A
	UH-1B Super	88	\$1,537.00	NA
	UH-1F	88	\$1,537.00	N/A
	UH-1H (13 engine)	88	\$1,537.00	N/A
	UH-1H (17 engine)	90	\$1,578.00	N/A
	TH-1L	88	\$1,537.00	N/A
BOEING:	BV-107	180	\$3,742.00	N/A
	BV-234	405	\$6,733.00	N/A
HILLER:	*SL-3/4	21	\$614.00	90
	H-1100B	22	\$795.00	130
	UH-12/Soly	23	\$697.00	100
KAMEN:	H43-F	85	\$1,535.00	N/A
	K-1200	85	\$1,684.00	N/A
MBB:	BO105CBS	58	\$1,222.00	180
	BK-117	77	\$1,720.00	160
McDONNELL-	500C	23	\$795.00	110
DOUGLAS:	500D/E	28	\$812.00	120
	520N	32	\$847.00	100
	530F	34	\$907.00	120
	600N	41	\$1,004.00	155
	900/902	69	\$1,385.00	210
SIKORSKY	CH 53D	425	\$6,565.00	N/A
	CH 54/S 64	525	\$7,086.00	N/A
	S-55T	47	\$1,133.00	170
	S-58D/E	83	\$1,630.00	N/A
	S-58T/PT6T-3	115	\$2,122.00	400
	S-58T/PT6T-6	115	\$2,122.00	460
	S-61N	170	\$3,554.00	550
	S-62A	70	\$1,327.00	300
	S-70	160	\$3,395.00	N/A
	S-76C+	90	\$2,004.00	Not Established
	S-92	178	\$2,974.00	Not Established
AVERAGE GALLON PRICE:		JET FUEL:		\$4.66

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EXHIBIT 13 - INTERAGENCY HELICOPTER LOAD CALCULATION (B-3, C-2 (a) (3), C-10 (a) (5), C-10 (b) (2))

Vendors shall use Computed Gross Weight from Exhibit 22 for load calculation purposes for submitting proposals (See Exhibit 22 Computed Gross Weight). For field operations use current temperature and elevation for performance planning purposes.

Instructions

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

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

1. DEPARTURE – Name of departure location and current Pressure Altitude (PA, read altimeter when set to 29.92) and Outside Air Temperature (OAT, in Celsius) at departure location.
2. DESTINATION – Name of destination location and PA & OAT at destination. If destination conditions are unknown, use MSL elevation from a map and Standard Lapse Rate of $2^{\circ}\text{C}/1000'$ to estimate OAT.

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

3. HELICOPTER EQUIPPED WEIGHT – Equipped Weight equals the Empty Weight (as listed in the Weight and Balance Data) plus the weight of lubricants and onboard equipment required by BPA (i.e. survival kit, rappel bracket).
4. FLIGHT CREW WEIGHT – Weight of the Pilot and any other assigned flight crewmembers on board (i.e. Co-pilot, flight engineer, navigator) plus the weight of their personal gear.
5. FUEL WEIGHT – Number of gallons onboard X the weight per gallon (Jet Fuel = 7.0 lbs/gal; AvGas = 6.0 lbs/gal).
6. OPERATING WEIGHT – Add items 3, 4 and 5.

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

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

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EXHIBIT 13 - INTERAGENCY HELICOPTER LOAD CALCULATION (Continued)

8. **WEIGHT REDUCTION** – The Government Weight Reduction is required for all “non-jettisonable” loads. The Weight Reduction is optional (mutual agreement between Pilot and Helicopter Manager) when carrying jettisonable loads (HOGE-J) where the pilot has total jettison control. The appropriate Weight Reduction value, for make & model, can be found in the current helicopter procurement document (BPA).
9. **ADJUSTED WEIGHT** – Line 7b minus Line 8.
10. **GROSS WEIGHT LIMITATION** – Enter applicable gross weight limit from Limitations section of the basic Flight Manual or the appropriate Flight Manual Supplement. This may be Maximum Gross Weight Limit for Take-Off and Landing, a Weight/Altitude/Temperature (WAT) limitation or a Maximum Gross Weight Limit for External Load (jettisonable). Limitations may vary for HIGE, HOGE and HOGE-J.
11. **SELECTED WEIGHT** – The lowest weight, either line 9 or 10, will be entered for all loads. Applicable limitations in the Flight Manual must not be exceeded.
12. **OPERATING WEIGHT** – Use the value entered in Line 6.
13. **ALLOWABLE PAYLOAD** – Line 11 minus Line 12 is the maximum allowable weight (passengers and/or cargo) that can be carried for the mission. Allowable Payload may differ for HIGE, HOGE and HOGE-J.
14. **PASSENGERS AND/OR CARGO** – Enter passenger names and weights and/or type and weights of cargo to be transported. Include mission accessories, tools, gear, baggage, etc. A separate manifest may be used.
15. **ACTUAL PAYLOAD** – Total of all weights listed in Item 14. Actual payload must not exceed Allowable Payload for the intended mission profile, i.e. HIGE, HOGE or HOGE-J.

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

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EXHIBIT 13 - INTERAGENCY HELICOPTER LOAD CALCULATION (Continued)

INTERAGENCY HELICOPTER LOAD CALCULATION OAS-67/FS 5700-17 (11/03)		MODEL	
		N#	
PILOT(S)		DATE	
MISSION		TIME	
1	DEPARTURE	PA	OAT
2	DESTINATION	PA	OAT
3	HELICOPTER EQUIPPED		
4	FLIGHT CREW WEIGHT		
5	FUEL WT (_____gallons X ____7____lbs per gal)		
6	OPERATING WEIGHT (3 + 4 + 5)		
		Non-Jettisonable	
		HIGE	Jettisonable HOGE-J
7a	PERFORMANCE REF (List page/chart from FM)		
7b	COMP GROSS WT (Req for all Non-Jettisonable)		
8	WT REDUCTION (Req for all Non-Jettisonable)		
9	ADJUSTED WEIGHT (7b minus 8)		
10	GROSS WT LIMIT (FM Limitations Section)		
11	SELECTED WEIGHT (Lowest of 9 or 10)		
12	OPERATING WEIGHT ((From Line 6)		
13	ALLOWABLE PAYLOAD (11 minus 12)		
14	PASSENGERS/CARGO MANIFEST		
15	ACTUAL PAYLOAD (Total of all weights listed in item 14) Line 15 must not exceed Line 13 for the intended mission		
PILOT SIGNATURE		HazMat Yes__ No__	
MGR SIGNATURE			

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EXHIBIT 14 - HELICOPTER AND FUEL SERVICE TRUCK PRE-USE CHECKLIST (C-46)

GENERAL					
Date:	Aircraft Make/Model:	N #:			
Vendor:					
Pilot(s) Name(s):					
Card Expiration Date(s):					
Pilot(s) Carded For Intended Mission(s)? <input type="checkbox"/> Yes <input type="checkbox"/> No					
A/C Card Expiration Date: A/C Carded For Intended Missions: <input type="checkbox"/> Yes <input type="checkbox"/> No					
Departure Base:		Departure Hobbs Reading:		Arrival Hobbs Reading:	
Copy of Contract on Board Aircraft: <input type="checkbox"/> Yes <input type="checkbox"/> No HazMat HB/Exemption/ERG: <input type="checkbox"/> Yes <input type="checkbox"/> No					
LOGBOOK REVIEW					
50/100-Hr., Progressive, Or Other Inspection Program Up-To-Date: <input type="checkbox"/> Yes <input type="checkbox"/> No					
Entries Indicating Damage To Aircraft: <input type="checkbox"/> Yes <input type="checkbox"/> No					
Form HCM-5 "Turbine Engine Performance Analysis" Onboard Aircraft: <input type="checkbox"/> Yes <input type="checkbox"/> No					
Power Check Completed/Results Satisfactory: <input type="checkbox"/> Yes <input type="checkbox"/> No					
Comments:					
CONDITION OF HELICOPTER					
Item	OK	Document Inoperable Or Damaged Equipment (Dents, Tears, Leaks, Etc.)			
Skin and Exterior					
Windows					
Doors					
Upholstery					
Cargo Compartment					
Skids/Wheels					
Fixed Tank					
Other					
Comments:					
REQUIRED HELICOPTER EQUIPMENT INSTALLED AND OPERATIVE (CONSULT CONTRACT)					
Item	Yes	No	Item	Yes	No
Seat Belts and Harnesses			Strobe Light(s)		
Hi-Visibility Paint on Main Rotor Blades			Survival Kit		
VHF-FM Radio			First Aid Kit		
VHF-AM 760 Channel			Fire Extinguisher(s)		
Auxiliary Radio Adapter			Cargo Hook		
GPS			Convex Mirror		
High Skid Gear			Buckets (Appropriate Sizes)		
Nine-Pin Connector (Type II and III Helicopters)			Anti-Theft Security Measures in Place		
Comments:					
REQUIRED SERVICE TRUCK EQUIPMENT INSTALLED AND OPERATIVE (CONSULT CONTRACT)					
Item	Yes	No	Item	Yes	No
Spare Set of Filters			Filter Change Data Placarded		
Fire Extinguisher(s) Current Inspection			Bonding Cables		
Hazmat Marking and Placards			Fuel Quality Control Log		
Inspection Sticker			Absorbent Materials for Spills		
Beginning Odometer Reading:					
Comments:					
Signature of Inspecting Govt. Representative & Pilot			Print Name		Date

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EXHIBIT 15 - PERFORMANCE REPORT (C-46)

<i>To be completed at the end of the Mandatory Availability Period</i>		
CONTRACTOR'S NAME:	CONTRACT # :	A/C N-#
YOUR NAME:	EMAIL:	AGENCY:
YOUR ASSIGNMENT DATE:	RELEASE DATE:	PHONE # :
1. Was the helicopter kept clean and neat?		
DOES NOT MEET REQUIREMENTS	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	EXCEEDS ALL REQUIREMENTS
QUALITY COMMENTS:		
2. Did the fuel truck provide reliable service?		
DOES NOT MEET REQUIREMENTS	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	EXCEEDS ALL REQUIREMENTS
QUALITY COMMENTS:		
3. Did the company keep you fully informed on the condition of the crew, helicopter, and fuel truck? Yes <input type="checkbox"/> No <input type="checkbox"/>		
DOES NOT MEET REQUIREMENTS	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	EXCEEDS ALL REQUIREMENTS
QUALITY COMMENTS:		
4. Did the contractor abide by all provisions of the contract? Yes <input type="checkbox"/> No <input type="checkbox"/>		
DOES NOT MEET REQUIREMENTS	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	EXCEEDS ALL REQUIREMENTS
COST CONTROL COMMENTS:		
5. Would you take your next assignment with this contractor? Yes <input type="checkbox"/> No <input type="checkbox"/>		
DOES NOT MEET REQUIREMENTS	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	EXCEEDS ALL REQUIREMENTS
COST CONTROL COMMENTS:		
6. Was the crew and helicopter supported by the company in a timely manner? Yes <input type="checkbox"/> No <input type="checkbox"/>		
TIMELINESS OF PERFORMANCE COMMENTS:		
7. During any mechanical problems, were you informed of the problem and the progress of the work being done to fix the aircraft? Yes <input type="checkbox"/> No <input type="checkbox"/>		
DOES NOT MEET REQUIREMENTS	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	EXCEEDS ALL REQUIREMENTS
TIMELINESS OF PERFORMANCE COMMENTS:		
8. Did the flight crew/fuel truck/mechanic arrive on time each day? Yes <input type="checkbox"/> No <input type="checkbox"/>		
DOES NOT MEET REQUIREMENTS	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	EXCEEDS ALL REQUIREMENTS
TIMELINESS PERFORMANCE COMMENTS:		
9. Were crew changes handled with little or no confusion, and, was there a briefing between crew members being exchanged? Yes <input type="checkbox"/> No <input type="checkbox"/>		
DOES NOT MEET REQUIREMENTS	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	EXCEEDS ALL REQUIREMENTS
BUSINESS RELATIONS COMMENTS:		
10. Were you treated like a preferred customer? Yes <input type="checkbox"/> No <input type="checkbox"/>		
DOES NOT MEET REQUIREMENTS	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	EXCEEDS ALL REQUIREMENTS
BUSINESS RELATIONS COMMENTS:		

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EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION

WD 95-0222 (Rev.-30) was first posted on www.wdol.gov on 06/22/2010
 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
 |
 |
 Shirley F. Ebbesen Division of Wage | Wage Determination No: 1995-0222
 Director Determinations | Revision No: 30
 | Date Of Revision: 06/15/2010

 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		24.90
(not set) - First Officer (Co-Pilot)		22.67
(not set) - Aerial Photographer		12.44

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: \$3.50 per hour or \$140.00 per week or \$606.67 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)

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

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. 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): \$1.42 per hour, or \$56.80 per week, or \$246.13 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 \$3.50 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:

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

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 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).

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

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 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.

**SECTION C
 DESCRIPTION/SPECIFICATIONS/WORK STATEMENT/EXHIBITS**

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

**WAGE DETERMINATION - LOWER 48
 Department of Labor Wage Determination Information**

WD 95-0221 (Rev.-25) was first posted on www.wdol.gov on 06/22/2010
 Emergency Incident/Fire Safety Services

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
Shirley F. Ebbesen		Division of Wage
Director		Determinations
		Wage Determination No: 1995-0221
		Revision No: 25
		Date Of Revision: 06/15/2010

 NATIONWIDE: Applicable in the continental U.S., Hawaii, Alaska and American Samoa.

Alaska: Entire state.

American Samoa: Entire state

Hawaii: Entire state.

Midwestern Region: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, Wisconsin

Northeast Region: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont

Southern Region: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, West Virginia

Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming

 Fringe Benefits Required Follow the Occupational Listing

Employed on contracts for Emergency Incident and Fire Safety services.

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01613 - Word Processor III		
Alaska		17.92
Continental U.S.		17.92
Hawaii and American Samoa		17.68
05000 - Automotive Service Occupations		
05190 - Motor Vehicle Mechanic		
Alaska		25.28
Hawaii and American Samoa		16.80
Midwestern Region		19.96
Northeast Region		18.74
Southern Region		17.46
Western Region		20.19
05220 - Motor Vehicle Mechanic Helper		

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

Alaska	18.29
Hawaii and American Samoa	12.94
Midwestern Region	12.95
Northeast Region	14.59
Southern Region	11.26
Western Region	13.67
07000 - Food Preparation And Service Occupations	
07010 - Baker	
Alaska	15.19
Hawaii and American Samoa	15.17
Midwestern Region	12.73
Northeast Region	14.45
Southern Region	10.40
Western Region	15.86
07041 - Cook I	
Alaska	13.08
Hawaii and American Samoa	12.77
Midwestern Region	9.36
Northeast Region	11.68
Southern Region	8.92
Western Region	10.67
07042 - Cook II	
Alaska	15.08
Hawaii and American Samoa	14.26
Midwestern Region	10.54
Northeast Region	13.16
Southern Region	10.05
Western Region	12.02
07070 - Dishwasher	
Alaska	11.21
Hawaii and American Samoa	12.29
Midwestern Region	7.58
Northeast Region	8.12
Southern Region	7.87
Western Region	8.17
07130 - Food Service Worker	
Alaska	11.43
Hawaii and American Samoa	11.37
Midwestern Region	8.94
Northeast Region	10.72
Southern Region	8.45
Western Region	9.30
07210 - Meat Cutter	
Alaska	18.64
Hawaii and American Samoa	18.10
Midwestern Region	15.70
Northeast Region	18.29
Southern Region	13.10
Western Region	17.15
12000 - Health Occupations	
12040 - Emergency Medical Technician	
Alaska	21.86

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DESCRIPTION/SPECIFICATIONS/WORK STATEMENT/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

Continental U.S.	15.93
Hawaii and American Samoa	17.91
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	
Alaska	21.00
Hawaii and American Samoa	16.36
Midwestern Region	15.09
Northeast Region	14.75
Southern Region	12.48
Western Region	16.14
21150 - Stock Clerk	
Alaska	13.57
Hawaii and American Samoa	10.70
Midwestern Region	11.98
Northeast Region	11.83
Southern Region	11.48
Western Region	12.14
23000 - Mechanics And Maintenance And Repair Occupations	
23021 - Aircraft Mechanic I	
Alaska	26.63
Continental U.S.	27.39
Hawaii and American Samoa	27.53
23040 - Aircraft Mechanic Helper	
Alaska	20.88
Continental U.S.	20.59
Hawaii and American Samoa	19.87
23060 - Aircraft Servicer	
Alaska	23.33
Continental U.S.	23.50
Hawaii and American Samoa	23.06
23160 - Electrician, Maintenance	
Alaska	30.06
Hawaii and American Samoa	25.90
Midwestern Region	22.57
Northeast Region	24.19
Southern Region	19.29
Western Region	23.04
23440 - Heavy Equipment Operator	
Alaska	24.59
Hawaii and American Samoa	17.50
Midwestern Region	19.96
Northeast Region	18.74
Southern Region	17.46
Western Region	20.19
23470 - Laborer	
Alaska	14.92
Hawaii and American Samoa	14.48
Midwestern Region	12.14
Northeast Region	12.25
Southern Region	9.88
Western Region	11.47

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DESCRIPTION/SPECIFICATIONS/WORK STATEMENT/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

23530 - Machinery Maintenance Mechanic	
Alaska	28.05
Hawaii and American Samoa	27.67
Midwestern Region	17.30
Northeast Region	18.10
Southern Region	13.70
Western Region	17.16
23580 - Maintenance Trades Helper	
Alaska	20.51
Hawaii and American Samoa	15.82
Midwestern Region	16.29
Northeast Region	15.21
Southern Region	13.69
Western Region	14.13
27000 - Protective Service Occupations	
27070 - Firefighter	
Alaska	11.36
Hawaii and American Samoa	9.26
Midwestern Region	7.40
Northeast Region	7.81
Southern Region	7.40
Western Region	7.81
30000 - Technical Occupations	
30210 - Laboratory Technician	
Alaska	21.99
Hawaii and American Samoa	20.92
Mid Western Region	19.55
Northeast Region	18.09
Southern Region	19.88
Western Region	18.59
31000 - Transportation/Mobile Equipment Operation Occupations	
31030 - Bus Driver	
Alaska	20.63
Hawaii and American Samoa	13.40
Midwestern Region: 1 1/2 to 4 tons	17.00
Midwestern Region: over 4 tons	17.77
Midwestern Region: under 1 1/2 tons	12.72
Northeast Region: 1 1/2 to 4 tons	17.43
Northeast Region: over 4 tons	18.19
Northeast Region: under 1 1/2 tons	13.52
Southern Region: 1 1/2 to 4 tons	15.53
Southern Region: over 4 tons	16.10
Southern Region: under 1 1/2 tons	8.65
Western Region: 1 1/2 to 4 tons	16.01
Western Region: over 4 tons	16.46
Western Region: under 1 1/2 tons	10.08
31361 - Truckdriver, Light	
Alaska	19.31
Hawaii and American Samoa	10.56
Midwestern Region	12.72

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

Northeast Region	13.52
Southern Region	8.65
Western Region	10.08
31362 - Truckdriver, Medium	
Alaska	20.91
Hawaii and American Samoa	13.39
Midwestern Region	17.00
Northeast Region	17.43
Southern Region	15.48
Western Region	16.01
31363 - Truckdriver, Heavy	
Alaska	22.10
Hawaii and American Samoa	14.61
Midwestern Region	17.77
Northeast Region	18.19
Southern Region	16.10
Western Region	17.06
31364 - Truckdriver, Tractor-Trailer	
Alaska	23.27
Hawaii and American Samoa	14.80
Midwestern Region	21.14
Northeast Region	18.31
Southern Region	16.93
Western Region	17.41
47000 - Water Transportation Occupations	
47021 - Cook-Baker/Second Cook/Second Cook-Baker/Assistant Cook	
Alaska	15.02
Hawaii and American Samoa	14.26
Midwestern Region	10.54
Northeast Region	13.16
Southern Region	10.04
Western Region	12.02
92000 - Non Standard Occupations	
(not set) - Quality Assurance Representative I	
Alaska	18.67
Hawaii and American Samoa	19.18
Midwestern Region	16.81
Northeast Region	17.74
Southern Region	18.40
Western Region	16.94
(not set) - Quality Assurance Representative II	
Alaska	24.42
Hawaii and American Samoa	22.80
Midwestern Region	20.73
Northeast Region	22.03
Southern Region	19.47
Western Region	20.53
(not set) - Quality Assurance Representative III	
Alaska	25.98
Hawaii and American Samoa	24.81
Midwestern Region	24.40

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

Northeast Region	25.93
Southern Region	23.02
Western Region	24.62
(not set) - Chief Cook	
Alaska	19.96
Hawaii and American Samoa	23.92
Midwestern Region	17.60
Northeast Region	21.29
Southern Region	16.12
Western Region	19.60
(not set) - Environmental Protection Specialist	
Alaska	31.46
Hawaii and American Samoa	29.11
Midwestern Region	26.47
Northeast Region	31.75
Southern Region	26.96
Western Region	27.88
(not set) - Fire Safety Professional	
Alaska	31.46
Hawaii and American Samoa	29.11
Midwestern Region	26.47
Northeast Region	31.75
Southern Region	26.96
Western Region	27.88
(not set) - Aircraft Quality Control Inspector	
Alaska	27.85
Continental U.S.	28.64
Hawaii and American Samoa	28.79
99000 - Miscellaneous Occupations	
99730 - Refuse Collector	
Alaska	11.02
Hawaii and American Samoa	10.19
Midwestern Region	9.43
Northeast Region	10.76
Southern Region	7.40
Western Region	9.17

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.50 per hour or \$140.00 per week or \$606.67 per month

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

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

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 4.174)

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. 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): \$1.42 per hour, or \$56.80 per week, or \$246.13 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 \$3.50 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:

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

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 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,

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

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 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 ****

Aircraft Quality Control Inspector

Develops and implements quality control and ground safety programs to ensure compliance with contract specifications. Inspects and verifies proper completion and documentation of safety and flight discrepancies. Briefs and debriefs pilots and crew members assigned to functional check flights. Evaluates personnel, including verification of skills, training and experience. Performs audits and inspections of work centers and ongoing maintenance actions, procedures, equipment and facilities. Monitors timeliness and applicability of aircraft maintenance technical data and technical library. Reviews maintenance source documents, aircraft inspection records, notes recurring discrepancies or trends and initiates appropriate action. Manages the material deficiency and technical order improvement program. Reviews engineering investigation requests. Initiates and reviews quality deficiency reports, technical deficiency reports and hazardous material reports, ensuring that they are accurate, clear, concise and comprehensive. Receives aircraft and explosive mishap reports and studies them for applicability. Oversees aircraft weight and balance program. Conducts safety inspections, training and drills.

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

Chief Cook

Directs and participates in the preparation and serving of meals; determines timing and sequence of operations required to meet serving times; inspects galley/kitchen unit and equipment for cleanliness and proper storage and preparation of food. Many plan or assist in planning meals and taking inventory of stores and equipment.

Environmental Protection Specialist

Environmental protection specialist positions require specialized knowledge of the principles, practices, and methods of program or administrative work relating to environmental protection programs. This entails (1) an understanding of the philosophy underlying environmental regulation; (2) knowledge of environmental laws and regulations; (3) knowledge of the planning, funding, organization, administration, and evaluation of environmental programs; (4) practical knowledge of environmental sciences and related disciplines, the effects of actions and technology on the environment, the means of preventing or reducing pollution, and the relationship between environmental factors and human health and well-being; and (5) practical knowledge of important historic, cultural, and natural resources (including land, vegetation, fish, wildlife, endangered species, forests) and the relationship between the preservation and management of these resources and environmental protection. Environmental protection specialists apply specialized knowledge of one or more program or functional areas of environmental protection work, but do not require full professional competence in environmental engineering or science.

Fire Safety Professional

The Fire Safety Professional works to control and extinguish fires, rescue persons endangered by fire, and reduce or eliminate potential fire hazards. It also controls hazardous materials incidents, provides emergency medical services, trains personnel in fire protection and prevention, operates fire communications equipment, develops and implements fire protection and prevention plans, procedures, and standards and, advises on improvements to structures for better fire prevention.

Quality Assurance Representative I

A Quality Assurance Representative I independently inspects a few standardized procedures, items or operations of limited difficulty. A Quality Assurance Representative I's assignments involve independent record keeping and preparation of reports, inspection and testing, interpretation of plans and specifications and observation of construction activities to check adherence to safety practices and requirements. Quality Assurance Representative I's maintain work relationships with contractor supervisory personnel. Contacts involve obtaining information on sequence of operations and work methods, explaining standard requirements of plans and specifications, and informing the contractor of inspection results.

Quality Assurance Representative II

A Quality Assurance Representative II independently inspects a wide variety of standardized items or operations requiring a substantial knowledge of the method and techniques of construction inspection and of construction methods, equipment, materials, practices and the ability to interpret varied requirements in drawings and specifications.

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

Quality Assurance Representative II's obtain information on schedules and work methods and explain requirements of plans and specifications. They make suggestions to the contractor concerning well-established acceptable methods and practices to assist the contractor in meeting standard requirements. Quality Assurance Representative II's are typically not authorized to approve deviations in construction plans, methods and practices even of a minor nature.

Quality Assurance Representative III

A Quality Assurance Representative III is expected to interpret plans and specifications relating to construction problems of normal difficulty, that is, those for which there are precedents and those without unusual complications. Quality Assurance Representative III's resolve differences between plans and specifications when such differences do not involve questions of cost or engineering design. Engineering and supervisory assistance is readily available and is provided as needed to assist in interpreting plans and specifications and in resolving differences involving complex problems. Technical assistance is also available on unusual specialized trade, crafts or materials problems. Inspection reports are reviewed for accuracy, completeness and adequacy. Unusually difficult and novel problems are discussed with the supervisor. Quality Assurance Representative III's are typically authorized to approve minor deviations in construction methods and practices which conform to established precedents, do not involve added costs, and are consistent with contract plans and specifications. Decisions by Quality Assurance Representative III's on the acceptability of construction methods and practices, workmanship, materials, and the finished product are considered to be final.

**SECTION C
 DESCRIPTION/SPECIFICATIONS/WORK STATEMENT/EXHIBITS**

EXHIBIT 17 - CONTRACTOR'S VERIFICATION OF INDIVIDUAL HELICOPTER PILOT REQUIREMENTS AND EXPERIENCE FOR INITIAL INTERAGENCY APPROVAL (C-12 (c) (9), C-20 (i) (2))

AMD-60B (12/06) / FS-5700-20b (pending) CONTRACTOR'S VERIFICATION OF INDIVIDUAL HELICOPTER PILOT REQUIREMENTS AND EXPERIENCE FOR INITIAL INTERAGENCY APPROVAL				
Note: This form is required prior to initial (first-time) approval/carding. This form is not for pilots previously approved or carded by the USDA Forest Service or DOI, NBC Aviation Management (formerly Office of Aircraft Services).				
The Contractor must ensure that a pilot who is presented for initial carding meets all requirements as outlined in the contract's Section B, Technical Specifications/Pilot Qualifications, after award. The Contractor must verify all pilot hours submitted on this form as determined from a certified pilot log or permanent record to ensure accuracy. In addition, the Contractor must identify previous employers and submit the information on this form. The information provided by the pilot on USFS Form FS-5700-20A Or AMD Form 64B , Interagency Helicopter Pilot Qualifications and Approval Record, prior to approval needs to be verified as accurate by the Contractor. The information submitted is subject to verification by an interagency pilot inspector.				
Date(mm/dd/yyyy):				
Company's name:				
Pilot's name:				
Pilot's total helicopter pilot-in-command hours (verified from pilot's logbook or permanent record):				
Pilot's information and flight time/experience as submitted for initial carding on AMD-64B or FS-5700-20a verified as accurate?				
Check if yes: <input type="checkbox"/>				
Previous Employers:				
Previous Employer	Address & Telephone Number	Current Contact: Name & Telephone No.	Period Employed	Make/Model(s) Flown and PIC Hours in each
1.				
2.				
3.				
4.				
Helicopter Training Courses Completed:				
Name of Course & Provider	Address & Telephone Number	Contact Name & Telephone No.	Date of Completion	Flight Hours Completed
1.				
2.				
3.				
4.				
Comments (use additional sheets if necessary):				
Check one: <input type="checkbox"/> Chief Pilot <input type="checkbox"/> Director of Operations <input type="checkbox"/> Other				
Print name:			Sign name:	

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT/EXHIBITS

EXHIBIT 18 - AIRCRAFT MECHANIC (HELICOPTER) QUALIFICATION FORM (C-12 (h) (5))

U.S. Department of Agriculture - Forest Service

AIRCRAFT MECHANIC (HELICOPTER)

Contract No. _____

Name _____ Date of Birth _____

Employer _____ Office Phone _____

FAA Certificates: Type _____ No. _____ Date Issued _____

Total Years Experience _____ Total Years Experience as Licensed Mechanic _____

Record of Special Training (Factory Schools, etc.)

<u>Name of Course</u>	<u>Location</u>	<u>Year Attended</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Record of Past Performance (Previous Three Years)

<u>Dates</u>	<u>Location</u>	<u>Employer/Supervisor</u>	<u>Phone No.</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Record of maintaining helicopters Under Field Conditions:*

<u>Dates</u>	<u>Location (Designated Base)</u>	<u>Type of Contract</u>	<u>Type Helicopter</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

* "Field Condition" is defined as maintaining the helicopter away from the contractor's base of operation with minimal supervision

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT/EXHIBITS

EXHIBIT 18 - AIRCRAFT MECHANIC (HELICOPTER) QUALIFICATION FORM (Continued)

I certify that the information listed by me on this form is true and correct summary of my aircraft maintenance experience. I have read the Maintenance Section of this contract and understand the terms and conditions.

Date

Mechanic
Signature

Date

Company Representative

(Inspectors Use Only)

Mechanic meets the Experience Requirements of the Contract and is approved to perform maintenance on:

Type and Model of Helicopter(s)

Type and Model Engine(s)

Date

USFS Maintenance Inspector

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT/EXHIBITS

EXHIBIT 19 - WEIGHT AND BALANCE FORM (EXAMPLE) (B-3, C-5 (a) (15 & 17))

Form A : List of approved equipment (EXAMPLE)							Date Weighed	Date Weighed		
							9/15/2009			
Page	A/C Make, Model, Series	Registration Number			Serial Number		In A/C	ON 'C' Chart	In A/C	ON 'C' Chart
1 of 1	Bell 205A -1	N12345			66666					
Location and Description of Item		Weight	Arm	Moment	Lat. Arm	Lat. Moment				
Fuselage:										
Ballast		25.3	+ 8.5	215.1	+ 3.4		86	X		
Battery		52.5	+ 8.5	446.3				X		
Wire Strike kit upper and lower								O		
Pulse light kit								X		
Strobe								X		
Cargo Hook								X		
Cabin:										
Instruments										
Radios										
Automated Flight Following										
Seats										
Engine Deck:										
Rotor brake								X		
T-53 engine								X		
212 Rotor assy								X		
Tail:										
Fast Fin								X		
Strake Kit								X		
212 Tail Rotor Assy								X		
Strobe Light								X		
Removable Equipment:										
Fill Pump									C	
Rappel Kit									C	
Survival Kit									C	
First Aid Kit								X		
Fire Tank		395.2	+ 125	49400					C	

X: Item was on the aircraft at the time aircraft was weighed or is included in the basic weight
 O: Item was off the aircraft at the time aircraft was weighed or is not included in the basic weight.
 C: Item is on Form C when installed.

**SECTION C
 DESCRIPTION/SPECIFICATIONS/WORK STATEMENT/EXHIBITS**

EXHIBIT 19 - WEIGHT AND BALANCE FORM (EXAMPLE) (Continued)

Form B : Aircraft Weighing Record (EXAMPLE)										
Make, Model, Series		Registration Number		Serial Number			Date			
Bell, 205A -1		N12345		66666			9/15/2009			
Datum is		Leveling Means		Weighing Procedures References			Scale Location			
7.60" aft of cabin nose		Plumb line from top of left main door frame		CFR, part 29 / OEM Maint. Manual chapter 8 / Type Certificate DS			Jack points			
Scale Readings										
Scale		Reading	Tare	Net Weight	Long. Arm	Moment	Lat. Arm	Moment		
Left Front or Nose		1478	0	1478	+ 61.69	91177.8	- 30	44340		
Right Front		1116	0	1116	+ 61.69	68846.1	+ 30	33480		
Left Aft or Tail		1215	0	1215	+ 211.58	257069.7	- 30	36450		
Right Aft		1974	0	1974	+ 211.58	417658.9	+ 30	59220		
		Basic Weight		Total	5783	144.46	834752.5	2.06	11910	
Fluids (Fuel & Oil and Etc) at Time of Weighing				Notes						
	Full	Defueled	Drained	Oil and unusable fule in basic weight						
Fuel		X								
Oil Engine	X									
Oil Transmission	X									
Oil Tail Gearboxes	X									
Hydraulic Fluid	X									
Items Weighed not part of Basic Weight				Items not Weighed but part of Basic Weight						
Item	Weight	Arm	Moment	Item	Weight	Arm	Moment			
Useable fuel (if full)	1457.5	+ 150.4	219208	Unusable fuel (if drained)	16.5	+ 144	3276			
Total (-)	1457.5			Total (+)						
Adjusted Basic Weight of Aircraft as Weighed										
Total Basic Weight of Aircraft as Weighed				5783	Longitudinal EW. CG		+ 144.46	Moment		834752.5
					Lateral EW CG		+ 2.06			11910
Aircraft Weighed By				Scales						
Print Name :				Type :						
Signature :				Serial Number :						
Certificate Type and Number :				Calibration Date :						

**SECTION C
 DESCRIPTION/SPECIFICATIONS/WORK STATEMENT/EXHIBITS**

EXHIBIT 19 - WEIGHT AND BALANCE FORM (Continued)

Form B : Aircraft Weighing Record							
Make, Model, Series		Registration Number		Serial Number		Date	
Datum is		Leveling Means		Weighing Procedures References		Scale Location	
Scale Readings							
Scale		Reading	Tare	Net Weight	Long. Arm	Moment	Lat. Arm
Left Front or Nose							
Right Front							
Left Aft or Tail							
Right Aft							
Basic Weight			Total				
Fuel & Oil at Time of Weighing				Notes			
	Full	Defueled	Drained				
Fuel							
Oil Engine							
Oil Transmission							
Oil Tail Gearboxes							
Hydraulic Fluid							
Items Weighed not part of Basic Weight				Items not Weighed but part of Basic Weight			
Item	Weight	Arm	Moment	Item	Weight	Arm	Moment
Total (--)				Total (+)			
Adjusted Basic Weight of Aircraft as Weighed							
Total Empty Weight of Aircraft as Weighed						CG	Moment
				Longitudinal EW CG			
				Lateral EW CG			
Aircraft Weighed By				Scales			
Print Name :				Type :			
Signature :				Serial Number :			
Certificate Type and Number :				Calibration Date :			

SECTION C
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EXHIBIT 20 - COMPUTED GROSS WEIGHT TABLE (B-3 (a), (Exhibit 13))

AIRCRAFT	COMPUTED GROSS WEIGHT	MAXIMUM EQUIPPED WEIGHT
BH 205/17A or B	9700	6645
BH 210	9400	6345
BH 212 (BUCKET)	9800	6510
BH 212 (TANK)	9800	6960
BH 212-HP (BUCKET)	10000	6710
BH 212-HP (TANK)	10000	7160
BH 214 (AREA "A")	13100	9148
S-61 LONG	17350	12515
S-61 SHORT	17950	13115
AW 139	13900	10360

Does not apply to aircraft that are not listed.

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT/EXHIBITS

EXHIBIT 21 - PERFORMANCE BY GOVERNMENT-FURNISHED PILOT (B-13)

(a) General

- (1) The following provisions shall apply to the performance of work under the BPA, 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.
- (3) Government pilot operations will be in compliance with the USDA Forest Service Manual (FSM) 5700 or Department of the Interior, Departmental Manual (DM), Parts 350-354 Aviation Management and Title 14, Part 91 of the CFR, including those portions that apply to civil aircraft except as noted in the agency manuals. It is not intended that Government pilots meet all requirements of C.9.
- (4) Appropriate records to establish the qualifications and experience of the Government pilot will be furnished to the Contractor upon request.
- (5) The Contractor may conduct check rides and/or training of Government pilots for familiarization in the Contractor's helicopters. 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 the BPA rests solely with the Contractor.
- (7) The clause Loss, Damage, or Destruction, is applicable to this BPA when the Contractor authorizes performance by a Government pilot.
- (8) The payment provisions of the BPA remain unchanged.
- (9) 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 under this BPA except as provided in (d) below. For the purpose of fulfilling his obligation under this clause, the Contractor shall procure and maintain during the term of this BPA, and any extension thereof, hull insurance acceptable to the Contracting Officer. 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 Contracting Officer a copy of the insurance policy or policies or a certificate of insurance issued by the underwriter(s) showing that the coverage required by this clause has been obtained.

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT/EXHIBITS

EXHIBIT 22 - FAA OVER WATER KIT (B-12)

(a) **Weather guidelines:** Ceiling of 500 feet and visibility of three miles offshore.

(b) **Personal Protective Equipment:**

(1) Flotation/survival vests shall be worn by all occupants when flying beyond power-off gliding distance to shore.

(2) A flotation/survival vest shall be provided by the Contractor for each seat available in the helicopter. The contents of this vest shall be as follows:

(i) Dual inflation bladders TSO-C13c or equal.

(ii) Water activated light attached to vest TSO-C85.

(iii) Dye marker.

(iv) Whistle or other Coast Guard-approved noise device.

(v) Mirror for signaling.

(3) A flotation/survival vest shall be provided by the contractor for the pilot. The contents of this vest shall be as follows:

(i) All the contents of subsection 2.above.

(ii) One FAA-approved 406 MHz Emergency Locator Transmitter (ELT), Coast Guard-approved 406 MHz Emergency Position Indicating Radio Beacon (EPIRB), or FCC-approved 406 MHz Personal Locator Beacon (PLB). This shall be of a size that allows the ELT/EPIRB/PLB to be carried on the flotation/survival vest and shall not impede egress from the aircraft.

(iii) Two smoke markers for daytime distress signaling.

Note: The flotation/survival vests used satisfactorily in the past have been assembled from components (i.e., durable nylon mesh vest with an inner flotation device; pockets available in the vest allowed for required equipment storage, etc.) available from a variety of marine survival equipment suppliers.

(c) **Life Raft:** A double chamber life raft(s) shall be provided for each helicopter with a "rated capacity" equal to the seating capacity of the aircraft (pilot and passengers).

Note: Personal Locator Beacon (PLB) with same specifications in (3.b)) above shall be provided by the government for all passengers.

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT/EXHIBITS

EXHIBIT 23 - LITTER KIT PROVISIONS AND LITTER (B-12)

Litter Kit must be designed to facilitate rapid conversion of the helicopter to an air ambulance configuration. The Litter Kit shall provide for transporting one or two litter patients as well as one or two attendants. The kit shall consist of a minimum one folding litter and support structure, attaching hardware, and one special door. The special door shall incorporate provisions for quick installation which will permit high speed and/or long distance transportation of patients and attendants in comfort.

Included in the kit may be a basic shape door window glass panels for quick interchange with a bubble glass panel for normal operation.

Operations:

With litters installed, operations must be conducted in accordance with the rotorcraft flight manual supplement.

Equipped Weight and Gross Weight Limitations:

Equipped weight of the helicopter with kit and litter shall be computed and listed on the running weight charts. Center of Gravity Limitations:

Before each flight with a liter patient a weight and balance shall be computed.

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT/EXHIBITS

EXHIBIT 24 - AERIAL IGNITION (B-12)

Contracted Aerial Ignition Services

Some geographic areas have private vendors who own and operate aerial ignition systems. When an agency opts to use contractor equipment only or contractor provided aerial ignition personnel with their equipment, the following guidelines shall be observed:

The Vendor shall comply with all applicable federal, state, local laws and the Interagency Aerial Ignition Guide (IAIG). The IAIG is available @ www.blm.gov/nifc/st/en/prog/fire/Aviation/Airops/iaig.html.

(a) Flight service contractors who wish to obtain approval for use of an aerial ignition system that is not listed in Chapter I, Section V of the Interagency Aerial Ignition guide and will be used only by agreement personnel shall:

- (i) Submit a request through a sponsor to the appropriate agency/bureau Interagency Aerial Ignition Working Group (IAIWG) representative.
- (ii) Make the equipment available to the Interagency Aerial Ignition Working Group for a technical review and evaluation.
- (iii) Make arrangements through the Working Group for flight testing of the equipment.
- (iv) Ensure that only agreement personnel operate the equipment when used for agreement operations.
- (iii) Ensure the approved equipment is included as a listed item on the agreement.

While use of approved aerial ignition systems is recommended, contractors working under end use agreements do not need to use the aerial ignition systems listed in Chapter I, Section V of this guide or have their systems evaluated by the IAIWG.

(b) The user unit must ensure that the contractor has been awarded a agreement or a modification has been made to an existing procurement document that includes provisions for contracted aerial ignition services and that the equipment has been approved. The Helicopter Manager will assure that contracted aerial ignition services will be conducted in accordance with the procurement document. The agreement must be accompanied by an approval letter from the IAIWG.

- (i) The requesting unit will provide information to assist the Contractor in planning for equipment, personnel, supply needs, location of burn and burn objectives. This information will include approximate acreage (overall/acres per day), time and dates of proposed burn, location and directions to the burn area, supplies and equipment to be provided by the agency, agency contact names and phone numbers, local support equipment sources and phone numbers (bulk fuel providers, motels, etc).

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT/EXHIBITS

EXHIBIT 24 - AERIAL IGNITION (B-12) (Continued)

(ii) The Government will provide at the job-site: pad marker(s), wind indicator(s), fire shelter for pilot, crash rescue kit, evacuation kit, and 40BC fire extinguisher(s) (as per Interagency Helicopter Operations Guide IHOG).

(iii) A Government Helitorch Manager (HTMG) is a required position and will be provided by the ordering agency unit, and be on site, for all agreement helitorch operations to perform functions listed in the IAIG.

(iv) The Contractor shall have a written standard operating plan (SOP) outlining duties and responsibilities for Contractor personnel, equipment and mixing/operating procedures for Contractor operations. The SOP and a copy of Contractor employee qualifications and training documentation shall be made available for review by the Government Helitorch Manager upon arrival to the job-site and prior to the start of agreement work.

(v) The Helitorch Manager will inform the Contractor Helitorch Mixing Crew of gel fuel needs, in gallons, throughout the duration of the burn.

(vi) Gelled fuel deemed unacceptable by the Burn Boss or Helitorch Manager and any residual waste product shall be disposed of at an approved hazardous waste disposal site or, with the Helitorch Managers and BurnBoss approval, by incineration within the burn area.

(c) Any deviation from established standard operating procedures or policy requires authorization by the regional aviation officer or state aviation manager.

(d) The user unit must submit a written Project Aviation Safety Plan (PASP)/Special Use Mission Plan (reference example PASP in Appendix B) as outlined in the IHOG (Ch 3) to the appropriate region, state, or agency aviation manager.

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT/EXHIBITS

EXHIBIT 25 – RESERVED

EXAMPLE

**SECTION D
SOLICITATION PROVISIONS**

**D-1 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (FAR 52.212-4) (DEC 2010)
(TAILORED)**

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

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

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

(g) Invoice.

**SECTION D
SOLICITATION PROVISIONS**

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

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

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

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

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

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

**SECTION D
SOLICITATION PROVISIONS**

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

(i) *Payment.*—

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

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(4) *Discount.* Not Applicable.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by [33.211](#) if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see [32.607-2](#))

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

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

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

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

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

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

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(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

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

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

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

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

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

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

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

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

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(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at [52.212-5](#).
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The [Standard Form 1449](#).
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) Central Contractor Registration (CCR).

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

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

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

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

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

D-2 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (FAR 52.212-5) (OCT 2010)

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

(1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

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 this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (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](#))).

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- (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 (Jul 2010) (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) [52.219-3](#), Notice of Total HUBZone Set-Aside (Jan 1999) ([15 U.S.C. 657a](#)).
- (7) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- (8) [Reserved]
- (9) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
 - (ii) Alternate I (Oct 1995) of [52.219-6](#).
 - (iii) Alternate II (Mar 2004) of [52.219-6](#).
- (10)(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](#).
- (11) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- (12)(i) [52.219-9](#), Small Business Subcontracting Plan (Oct 2010) ([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](#).

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- (13) [52.219-14](#), Limitations on Subcontracting (Dec 1996) ([15 U.S.C. 637\(a\)\(14\)](#)).
- (14) [52.219-16](#), Liquidated Damages—Subcon-tracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- (15)(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](#).
- (16) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- (17) [52.219-26](#), Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- (18) [52.219-27](#), Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) ([15 U.S.C. 657 f](#)).
- (19) [52.219-28](#), Post Award Small Business Program Rerepresentation (Apr 2009) ([15 U.S.C. 632\(a\)\(2\)](#)).
- (20) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- (21) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).
- (22) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- (23) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- (24) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010)([38 U.S.C. 4212](#)).
- (25) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- (26) [52.222-37](#), Employment Reports on Veterans, (Sep 2010) ([38 U.S.C. 4212](#)).
- (27) [52.222-54](#), Employment Eligibility Verification (JAN 2009). (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](#).)

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- (28)(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.)
- (29) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- (30)(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](#).
- (31) [52.223-18](#), Contractor Policy to Ban Text Messaging While Driving (SEP 2010) (E.O. 13513).
- (32) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).
- (33)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) ([41 U.S.C. 10a-10d](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- (ii) Alternate I (Jan 2004) of [52.225-3](#).
- (iii) Alternate II (Jan 2004) of [52.225-3](#).
- (34) [52.225-5](#), Trade Agreements (AUG 2009) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- (35) [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).
- (36) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- (37) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- (38) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

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- (39) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- (40) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).
- (41) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).
- (42) [52.232-36](#), Payment by Third Party (Feb 2010) ([31 U.S.C. 3332](#)).
- (43) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- (44) (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 contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
- (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
- (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) ([41 351](#), *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).

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- (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 contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

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

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

Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

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

(ii) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([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.

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

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D-3 ECONOMIC PRICE ADJUSTMENT CONTRACT FLIGHT RATES

(a) NON-FUEL PORTION OF THE SPECIFIED FLIGHT RATE

Contract rates will be established in accordance with the following to reflect increases or decreases in the cost of performance of the contract work. The increases or decreases used in establishing the rates will be those indicated by the changes in the following price indexes:

The Non-Fuel Portion of the Specified Flight rate will be affected by:

TABLE 6-PRODUCER PRICE INDEXES

1. Commodity Group 1423 --Aircraft Engines and Engine Parts
2. Commodity Group 1425 --Aircraft Parts and Auxiliary Equipment

AVERAGE OF PERCENT CHANGES X 100 PERCENT OF LAST ADJUSTED RATE

The new rate will be derived by multiplying the average of the percentage changes of (1) and (2) times the rate in effect for the year immediately prior to the year in which the renewal is effective. The result will be added to or subtracted from the existing rate to become the newly adjusted rate (rounded to the next dollar).

(b) FUEL PORTION OF THE SPECIFIED FLIGHT RATE

(1) During the entire contract period of performance, flight rates will be adjusted to reflect increases and decreases to the prices of aviation fuel.

(2) For adjustment purposes, the baseline price of AV Gas fuel is established at \$5.16 and the baseline price for Jet A fuel is established at \$4.66 per gallon. The unit prices are the average price for aviation fuel based upon the National Fuel Survey located at http://www.fs.fed.us/fire/contracting/helicopters_exclu/helicopters_exclu.htm

(3) The adjustment to the fuel portion of the flight rate shall be the average difference multiplied by the fuel consumption rates located in the solicitation/contract for the applicable aircraft type.

(4) An initial adjustment to the flight rate shall be made on February 16th of each contract period, regardless of the variation in price to re-establish the baseline. Subsequent adjustments shall be made on May 16, and July 16 of each contract period provided the variations in the average unit price, as stated above, is \$.10 higher or lower than the unit price established when the last adjustment was made.

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The adjustment to the fuel portion of the flight rate will be the determined variation amount multiplied by the fuel consumption rates found in **Exhibit 12, Helicopter Services Hourly Flight Rates, Fuel Consumption and Weight Reduction Chart** for the applicable aircraft type.

(c) PROJECT/OPTIONAL USE RATE

The Project/Optional use rate will not be adjusted. The Optional use rate will be in effect for each optional use period as bid in the schedule of items.

D-4 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 agent's 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.

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D-5 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)

In compliance with the Service Contract Act of 1965, an 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 contract 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-12	\$32.13
Aircraft Co-Pilot	GS-11	\$26.80
Aircraft Mechanic – Journeyman	GS-11	\$26.80
Aircraft Mechanic – Junior	GS-9	\$22.15
Aircraft Mechanic – Helper	GS-6	\$16.30