**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**

**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

---

**2. CONTRACT NO.**

**3. AWARD/EFFECTIVE DATE**

04/01/2021

**4. ORDER NUMBER**

5041

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**5. SOLICITATION NUMBER**

**6. SOLICITATION ISSUE DATE**

02/12/2021

---

**7. FOR SOLICITATION INFORMATION CALL:**

**a. NAME**

ROBERT HOFFMAN

**b. TELEPHONE NUMBER (No collect calls)**

Phone (208) 387-5681

**8. OFFER DUE DATE/LOCAL TIME**

02/26/2021

11:00 MST

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**9. ISSUED BY**

CODE

U.S. FOREST SERVICE, CONTRACTING NATIONAL INTERAGENCY FIRE CENTER Owyhee Building — MS 1100 3833 S Development Ave Boise, ID 83705-5354

---

**10. THIS ACQUISITION IS**

- [ ] UNRESTRICTED OR [X] SET ASIDE:
  - [ ] 100% FOR WOMEN-OWNED SMALL BUSINESS (WOSB)
  - [ ] HWZ SMALL BUSINESS
  - [ ] ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
  - [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
  - [ ] 8(a)

**11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED**

- [X] SEE SCHEDULE

**12. DISCOUNT TERMS**

**13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)**

**13b. RATING**

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**15. DELIVER TO**

CODE

NATIONAL INTERAGENCY FIRE CENTER U.S. FOREST SERVICE — CONTRACTING Owyhee Building — MS 1100 3833 S. Development Ave Boise, ID 83705-5354

---

**16. ADMINISTERED BY**

CODE

NATIONAL INTERAGENCY FIRE CENTER U.S. FOREST SERVICE — CONTRACTING Owyhee Building — MS 1100 3833 S. Development Ave Boise, ID 83705-5354

---

**17a. CONTRACTOR/ OFFEROR**

HeliMax Aviation, Inc.

5825 Price Avenue

McClellan, CA 95652

**17b. TELEPHONE NO.**

866-931-4354

**18a. PAYMENT WILL BE MADE BY**

ALBUQUERQUE SERVICE CENTER INCIDENT BUSINESS — CONTRACTS

101B SUN AVENUE, NE

ALBUQUERQUE, NM 87109

---

**19. ITEM NO.**

**20. SCHEDULE OF SUPPLIES/SERVICES**

**National Heavy (Type I) Helicopter Services**

(CWN Helicopter Services for 120 MAP)

**See Schedule of items Section A.1**

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**23. UNIT PRICE**

**24. AMOUNT**

---

**25. ACCOUNTING AND APPROPRIATION DATA**

- [ ] SO27. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, 52.212-3, AND 52.212-5 ARE ATTACHED.

---

**26. TOTAL AWARD AMOUNT (For Gov't. Use Only)**

$14,160,000.00

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**27a. CONTRACTOR/ OFFEROR**

Josh Beckham - Vice President of Operations

02/26/2021

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

Robert Hoffman

---

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

STANDARD FORM 1449 (REV. 5/2011)

Prescribed by GSA - FAR (48 CFR) 52.212
SCHEDULE OF AWARD ITEMS

Host Base: Sierra Vista, AZ  Tail Number:  MAP Start: 04/12/2021  MAP End: 08/09/2021

- Daily Availability Price: x Days = $3,120,000.00
- Option Extension Price: x Days = $660,000.00

Host Base: Jeffco (Broomfield, CO)  Tail Number:  MAP Start: 06/01/2021  MAP End: 09/29/2021

- Daily Availability Price: x Days = $3,360,000.00
- Option Extension Price: x Days = $660,000.00

Host Base: Laramie, WY  Tail Number:  MAP Start: 06/01/2021  MAP End: 09/29/2021

- Daily Availability Price: x Days = $3,360,000.00
- Option Extension Price: x Days = $660,000.00

Host Base: Santa Fe, NM  Tail Number:  MAP Start: 05/01/2021  MAP End: 08/28/2021

- Daily Availability Price: x Days = $4,320,000.00
- Option Extension Price: x Days = $660,000.00
GENERAL

It is the intent of this solicitation to award Task Orders for 120-Day Mandatory Availability Period (MAP) assignments. The planned start dates for these assignments are reflected in the Schedule of Items. Successful offerors would be guaranteed 120 days of Availability with the Government Option to extend an additional 30 days.

Following are the Aircraft Performance Minimums:

Tier 1 Aircraft Performance Minimums:

**Bucket:** At 8,000 feet pressure altitude and 25°C with

- [ ] non-jettisonable
- [X] HOGE-jettisonable

An Actual payload (Bucket and Long line subtracted from HOGE-jettisonable) of 7,000 pounds, as determined by Exhibit 13, Standard Interagency Load Calculation form, using a standard pilot weight of 200 pounds and fuel for one hour and 30 minutes (01+30) as determined by Exhibit 12, Hourly Flight Rates, Fuel Consumption, and Weight Reduction Chart.

**Tank:** At 8,000 feet pressure altitude and 25°C with

- [ ] non-jettisonable
- [X] HOGE-jettisonable

A HOGE-jettisonable payload of 7,000 pounds, as determined by Exhibit 13, Standard Interagency Load Calculation form, using a standard pilot weight of 200 pounds and fuel for one hour and 30 minutes (01+30) as determined by Exhibit 12, Hourly Flight Rates, Fuel Consumption, and Weight Reduction Chart.

Note: See schedule of items for tank or bucket requirements.

Tier 2 Aircraft Performance Minimums:

**Bucket:** At 7,000 feet pressure altitude and 20°C with

- [ ] non-jettisonable
- [X] HOGE-jettisonable

An Actual payload (Bucket and Long line subtracted from HOGE-jettisonable) of 3,300 pounds, as determined by Exhibit 13, Standard Interagency Load Calculation form, using a standard pilot weight of 200 pounds and fuel for one hour and 30 minutes (01+30) as determined by Exhibit 12, Hourly Flight Rates, Fuel Consumption, and Weight Reduction Chart.

**Tank:** At 7,000 feet pressure altitude and 20°C with

- [ ] non-jettisonable
- [X] HOGE-jettisonable

A HOGE-jettisonable payload of 3,300 pounds, as determined by Exhibit 13, Standard Interagency Load Calculation form, using a standard pilot weight of 200 pounds and fuel for one hour and 30 minutes (01+30) as determined by Exhibit 12, Hourly Flight Rates, Fuel Consumption, and Weight Reduction Chart.
**Equipped Weight:**

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 contract (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.

Equipped Weight, 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 contract (i.e., including but not limited to survival kit, rappel anchor, first aid kit). Includes the weight of a fixed tank and snorkel.
REQUIRED ADDITIONS TO THE CWN BOA SPECIFICATIONS

#1 30 Day MAP Option Extension

This solicitation includes a 30 Day Option Extension for each location. The price of this extension will be included in the evaluation of the overall price to determine the lowest overall price for each location. **The Forest Service will have the unilateral right to exercise this option no later than seven days prior to the end date of the applicable MAP period for each individual location.**

#2 Tank Fill Time Verbiage For 2021 CWN BOA’s – Type 1 28 And Up To 20 Surge

The tank being offered and installed in the aircraft shall be filled to computed payload capacity via snorkel in no more than 90 seconds at 5000 feet pressure altitude and 30 degrees C, 200 pounds for each pilot and 1 ½ hours of fuel.

#3 Additional Telemetry Unit (ATU)

(a) Additional Telemetry Units must be powered by the aircraft’s electrical system and operational in all phases of flight.

(b) The ATU must report tank/bucket open, close, gallons filled, and gallons dropped events with GPS data (Date, Time, Latitude, Longitude, Altitude, Speed, and Heading) following the data format as specified in the AFF JSON requirement at:

https://www.aff.gov/documents/Json_Specification_Section_Supplement.pdf. Depending on the tank or bucket system, additional data may be requested such as pump on/off and coverage level.

(c) Helicopters performing bucket operations must have a load cell system installed which provides data to the ATU. The ATU must use the difference in weight before and after water is filled or released to provide the data for gallons filled and gallons dropped events. Actuation of the bucket open switch must be used to initiate the open, close, and drop events. To prevent erroneous transmissions caused by metering loads, events may not be sent between filling the bucket and forward flight. The fill event must be based on a significant gain in weight and sent when forward flight is established. The aircraft and bucket must be configured to provide a ground to the ATU which indicates that a bucket is attached without any action required beyond installing the bucket. Type II and Type III helicopters must use the 9 Pin connector.

(d) The ATU data must be delivered to the government within two minutes from the time of the event and not interfere with any AFF position reports. A subscription service shall be maintained through the AFF or ATU equipment provider allowing AFF position reporting and ATU event data via the Government’s application(s).

(e) Calibration event(s) including a fill, open, close, and calculated volume dropped shall be performed no more than seven calendar days prior to the aircraft inspection and shall be provided to the aircraft inspector. The vendor shall verify that the system is properly reporting all data correctly, specifically volume based on maximum typical contract load based on environmental conditions, and all GPS information is included per event.

(f) The vendor shall verify the data is transmitting and displaying correctly on the ATU provider’s website and the Government’s application(s) it is required to report to.
(g) If the ATU becomes unreliable, the system shall be returned to full operational capability within 14 calendar days after the system is discovered to be unreliable.

#4 2 FM Radios Required As Is For EU Instead Of The Single FM Radio Found In The CWN Agreement

(a) CONTRACTOR FURNISHED SPECIAL REQUIREMENTS (Note that exceptions may apply)

Note: Anything checked will have an Exhibit, a B paragraph, or CFR Reference that applies.

- Additional VHF-AM Radios: Total A/C Qty: 2 (See B-7 (b) (1) (i))
- Additional VHF-FM Radios: Total A/C Qty: 2 (See B-7 (b) (1) (iii))

#5 2 Mechanics To Be Consistent With The EU Requirement

(a) Maximum Complement Of Personnel By Aircraft

The maximum complement offered is identified on each Line Items and shall be used as the maximum personnel authorized for payment for Extended Standby and Overnight Allowance (Per Diem). Type I helicopters (excluding K-Max) will require a minimum complement of two Interagency carded A&P mechanics on site. When maintenance dictates, crews may work split shifts, reference B-12 (k).

Note: Managers may pay up to the Maximum Complement.

(b) Personnel

(1) Availability of Mechanics and Apprentice Helicopter Mechanic

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

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

   (iii) When an Apprentice Helicopter Mechanic is assigned, they shall be available to maintain the helicopter in accordance with the Contractor's FAA approved Maintenance Program.

   (iv) Contractor shall provide two Interagency carded A&P mechanics for Type I helicopters, to allow contractor to split shifts. When split shifts are implemented, the contractual requirements for two interagency carded A&P mechanics on site will have been met.

#6 Aircraft Weighing Requirement

(a) Aircraft Performance Specifications (Minimum) To Be Used For Proposal Evaluation Purposes And Aircraft Weighing And Weight Validation

   (1) Aircraft Weighing and Weight Validation
(i) 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 manufacturers requirements and configured in accordance with the contract specifications, as proposed. Additional weighing criteria:

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

(B) 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 will be listed by make, model and calibration date in the aircrafts weight and balance documentation (See Form B, Exhibit 21).

(C) Weighing shall be:

1. Accomplished within 12 months prior to the due date of proposal submission, and

2. At an interval of 24 months thereafter and / or

3. Following any major repair or major alteration or change to the equipment list, which significantly affects the center of gravity of the aircraft.

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

1. Remain at or below the contracted helicopter equipped weight as proposed in the base year of the contract. 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).

2. Be allowed a total of 1% above the contracted helicopter equipped weight as proposed during the combined contract option periods.

(E) Cowplings, doors and fairings shall not be removed to meet contract equipped weight for performance.

(F) If the government requires additional equipment after contract award, no penalty will be assessed.
(ii) After proposal evaluations and prior to or post award all Exclusive Use 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.

All aircraft shall be weighed prior to start of the base year Mandatory Availability Period (MAP).

#7 HELICOPTER MAINTENANCE --B.5(a) 12-14 change the reserved paragraph to require the following:

(12) When less than 50 hours remain before the initial 100-hour inspection, the first 100 hour inspection shall be performed before or after the daily standby, or as approved by the Contracting Officer.

(13) Helicopters on an FAA Approved Aircraft Maintenance Programs (for example 100 hr Inspections, phase or progressive type inspection), and after having flown 50 or more hours following the start of the Mandatory Availability Period, the Contractor MAY Perform scheduled inspection or maintenance without loss of availability. From that time, after every subsequent 100 hours of flight (±10%), scheduled inspections or maintenance may be performed without loss of availability per the requirements in (i) thru (iii) below.

(i) When the inspection is due and the aircraft and flight crew have been released for the day, the contractor will be allowed to perform this scheduled inspection and/or maintenance, up to the end of the following calendar day, without assessment of unavailability.

(ii) When the helicopter is available for service, it is the Contractor's responsibility to ensure that the flight crew is also available. If the flight crew is not available when the aircraft is returned to service, unavailability will be assessed from that time until such time that they do become available.

(iii) If the entire calendar day is not used to perform maintenance, no credit of that unused time shall be granted.

(14) During the MAP, contractor may, with the approval of the CO, elect to use 2 additional non-paid calendar days for the accomplishment of scheduled maintenance. These 2 days need not be consecutive; however they will each be full calendar days. Contractor shall request approval from the CO at least 48 hours prior to the initiation of the additional scheduled maintenance days. Contractor will not be assessed unavailability for performance purposes and will not be paid availability.

#8 RESERVED

#9 B.25 AUTHORIZED ORDERING ACTIVITIES: This section is deleted and replaced as follows:

B.25 MANDATORY AVAILABILITY PERIOD (MAP) INCLUDING EXTENDED AND PRE/POST MAP USE (pages 54-55)

(a) MAP will begin on the date stipulated in the Schedule of Items unless:
(1) The Government fails to award the contract at least 30 days prior to the established start date.

OR

(2) By mutual consent, a new starting date is established. When a new starting date is established, the number of net days in the availability period will remain the same.

(b) Extended Use. The MAP may be extended on a day-to-day basis either prior to the starting date or subsequent to the ending date set forth in the Schedule of Items provided that no break in service occurs and that such extension is agreed to by both parties via a bi-lateral modification prior to extension and that all terms, conditions, and specifications contained in this contract apply.

(c) During the MAP and any extensions thereof, availability is required 14 hours each day beginning at start of morning civil twilight unless otherwise specified by the Helicopter Manager/ COR.

#10 B.26 DAILY AVAILABILITY REQUIREMENTS – Paragraph B-26(b)(5) change the reserved paragraph to require the following:

(5) Additional maintenance days for scheduled maintenance. During the MAP, contractor may, with the approval of the CO, elect to use two (2) additional non-paid calendar days for the accomplishment of scheduled maintenance. These two (2) days need not be consecutive; however they will each be full calendar days. Contractor shall request approval from the CO at least 48 hours prior to the initiation of the additional scheduled maintenance days. Contractor will not be assessed unavailability for performance purposes (clause B-27 (a)).

#11 B.28 PAYMENT PROCEDURES – Delete the current text under “CWN PAYMENT PROCEDURES” and replace with the following:

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

(b) Invoices will be packaged electronically for payment on a semi-monthly basis for submission through the IBS 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 half of the month will be processed about the 1st of the following month.

Go to https://apps.fs.usda.gov/ibs for instructions and more information.

#12 B.30 PAYMENT FOR AVAILABILITY—Delete the current text under B.30 and replace with the following:

(a) Payment of availability will be made at the applicable daily rate in the Schedule of Items and will be recorded in IBS as appropriate minus any reductions due to unavailability.
(b) The Government will pay daily availability as specified in this section. The maximum
amount of availability to be earned per day is the daily availability offered amount.

(c) Availability for helicopters and crewmembers (maximum 14-hours-single crew) will be
ordered, measured, and recorded each day.

#13 B.35 REIMBURSEMENT FOR MOBILIZATION AND DEMOBILIZATION COSTS—Delete the
current language under B.35 and replace with the following:

The Contractor is responsible for all mobilization and demobilization costs to the initial host base and
from the final host base location. When the initial dispatch is to an alternate base, the Government
shall be entitled to the equivalent of one round trip at no cost from the Contractor’s home base to the
initial host base and return from the final host base.

#14 B.41 CWN RELIEF CREW APPROVAL AND PAYMENT—Delete this title and text. Replace as
follows:

B.41 PAYMENT FOR COSTS AWAY FROM THE HOST BASE

(a) When Contractor’s aircraft is dispatched away from the host base, the Government will
authorize payment for additional necessary and reasonable costs involved in transporting
authorized relief crewmembers to and from alternate bases when approved in advance by the
Contracting Officer. Examples of acceptable expenses are airline tickets; car rentals; privately
owned vehicle (POV) at the government mileage rate (Internet site
http://www.gsa.gov/mileage) and charter airplane showing aircraft make/model, flight time,
hourly rate and departure and destination locations. Unless authorized in advance by the CO,
the expense for charter resources shall not exceed reasonable costs by common carrier and
are only authorized for mandatory relief exchanges resulting from duty limitations. The
Government will not reimburse the Contractor for salary and subsistence costs for Contractor
personnel in travel status. The Contractor shall be reimbursed for the total cost of
transportation as authorized above minus the Relief Crew Cost Per Person amounts proposed
and accepted in the Schedule of Items. Payment for relief exchanges will be limited to required
relief exchanges every 12 days (may be 12 & 2 or 12 & 12).

(b) The Contractor must complete and submit the Transportation Worksheet Exhibit, attach
supporting transportation invoices to the Transportation Worksheet, and enter the total dollar
amount as a line entry on the invoice for payment (SC pay item code). Claims that do not
include these items or other documents necessary to verify incurred costs will be returned to the
Contractor for proper completion.

(c) See Exhibit 3 for Alaska dispatches

#15 B.42 PAYMENT FOR OVERNIGHT ALLOWANCE—Delete this text and replace as follows:

(a) The Contractor shall receive an overnight allowance for each crewmember for each night
that the Government requests the crewmembers to stay at a location other than the Host Base.
The Government will pay the Contractor the actual cost of lodging up to the current standard
maximum rate that is allowed as established by the Federal Travel Regulations (FTR). Rates
are available at: www.gsa.gov/perdiem.

(b) Overnight allowance will not be paid when the aircraft is assigned to its Home Base.
(c) If partial overnight allowance is provided by the Government, the Contractor will be reimbursed at current FTR rates for the portion that is Contractor provided.

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

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

(f) The Contractor may claim overnight expenses using following method:

1. Reimbursement of actual lodging cost up to the Standard Rate including lodging taxes shall require lodging receipts to be submitted with the Flight Use Report. M&IE rate shall be based on the FTR rate. If lodging rates are not available at the FTR rate, the flight use report shall be documented accordingly. Lodging receipts must be kept on file by the contractor and made available to the CO upon request.

(g) The Flight Use Report shall clearly show the county or city where the overnight occurred. High rate claims for subsistence that do not include this information will be reduced to the standard rate.

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

#15 B.43 MISCELLANEOUS COSTS TO THE CONTRACTOR – Paragraph B-43(a) change the reserved paragraph to require the following:

(a) Housing, subsistence, ground transportation, and other expenses will be the responsibility of the contractor or its employees at the host base.
CONTRACT NO.: (b)(4)
ITEM #2 LIBBY
ITEM #3 SHENANGO
ITEM #14 RAMONA
ITEM #29 GRANTS PASS
ITEM #33 FOX FIELD

PROJECT: NATIONAL EXCLUSIVE USE
INITIAL ATTACK
HELICOPTER SERVICES

CONTRACTOR: HELICOPTER EXPRESS, INC
2025 FLIGHTWAY DRIVE
CHAMBLEE, GA 30341

TELEPHONE: 770-963-6889

AWARDING OFFICE: U.S. FOREST SERVICE - CONTRACTING
NATIONAL INTERAGENCY FIRE CENTER
OWYHEE BUILDING - MS 1100
3833 S DEVELOPMENT AVE
BOISE, ID 83705-5354

FRANK GOMEZ
CONTRACTING OFFICER
TELEPHONE: 208-387-5347
FAX: 208-387-5384
FGOMEZ@FS.FED.US
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STANDARD FORM 1449

## SECTION B - SUPPLIES OR SERVICES AND PRICES

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**National Exclusive Use Type II Helicopter Services**

**Standard Category- 34 Medium Helicopters**

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<th>Schedule of Supplies/Services</th>
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25. **Accounting and Appropriation Data**

- Item #2 Libby, Item #3 Shenango, Item #4 Ramona
- Item #29 Grants Pass, Item #33 Fox Field

26. **Total Award Amount (For Govt. Use Only)**

$5,174,000.00

28. **Contractor is Required to Sign this Document and Return 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**

- 29. **Award of Contract: Reference Offer**

- 30. **Signature of Offeror/Contractor**

- 31. **United States of America (Signature of Contracting Officer)**

Authorized for Local Reproduction

PREVIOUS EDITION NOT USABLE
SECTION B
SUPPLIES OR SERVICES AND PRICES

OBJECTIVE

One to thirty four (34) Standard Category, Medium (Type II) Helicopters fully operated, meeting the requirements of this Schedule and the specifications for operation at the host base, and during the periods shown below. Award of helicopters for make and model will be based on best value. The performance requirements are a minimum and the aircraft will be evaluated for overall best value considering price and other factors. The Government will determine best value. It is the intent of this solicitation to secure a Fixed Price with Economic Price Adjustment contract not to exceed 1 base year and 3 option periods for the daily availability rate. The flight rate will be an estimated quantity with no guarantee of flight hours given by the Government. The Government may award a single contract or multiple awards based on the outcome of the evaluation process. The Government reserves the right to award any combination of items and/or number of items.

Aircraft Inspections (carding) -- all equipment needing to be inspected shall be available for inspection at least 10 days prior to the start of work. Inspections may take place at the vendor’s facility or host base or at a location agreed to with the Agency Maintenance Inspectors.
SECTION B
SUPPLIES OR SERVICES AND PRICES

ITEM NO. 2   Helicopter equipped with bucket (Type II Medium-Rappel)

Host Base(s)
Name: Libby                           National Forest: Kootenai
Location: Libby Helibase, Libby, Montana

Mandatory Availability Period         Net Days
June 01 – September 28, 2018          120 Days

Daily Availability Offer Rate

<table>
<thead>
<tr>
<th>SERVICES</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
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**Optional Use Rate**

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*Estimated number of flight hours per year is for estimation purposes only, the Government does not guarantee any flight hours under this contract.

**Optional Use Rate will be evaluated for reasonableness.

ITEM NO. 2

Make 
Model 
Series 
N Nums 

4
SECTION B
SUPPLIES OR SERVICES AND PRICES

ITEM NO. 2

Contracted Helicopter Equipped Weight

Equipped Weight (see definition) 6117 lbs is required

Approved HOGE Performance

(Note: Do not include weight of bucket and suspension hardware in payload calculations)

HOGE Non-Jettisonable Payload (Line 13 Load Calculation) 2438 lbs
HOGE Jettisonable Payload (Line 13 Load Calculation) 2738 lbs

Bucket Weight

Bucket Weight 205 lbs
Includes any associated suspension hardware, 150' long line (cables, connectors, etc.)

Note:

For the purpose of evaluating helicopter performance and computing the Interagency Load Calculation, only current, applicable FAA approved Performance Charts shall be used.

Relief Crew Costs Per Person (Round Trip)

Travel cost from Contractors Principle Base of Operation to Host Base for contract relief crew costs, per person, (Round Trip) $200.00 (see C-41/C-42). The relief crew costs will be reviewed prior to award and prior to each renewal option period.
SECTION B
SUPPLIES OR SERVICES AND PRICES

ITEM NO. 3  Helicopter equipped with bucket (Type II Medium-Rappel)

Host Base(s)

Name: Shenango
Location: Shenango Helibase, Gallatin Gateway, Montana
National Forest: Gallatin

Mandatory Availability Period
June 01 – September 28, 2018
Net Days
120 Days

Daily Availability Offer Rate

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**Optional Use Rate

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*Estimated number of flight hours per year is for estimation purposes only, the Government does not guarantee any flight hours under this contract.

**Optional Use Rate will be evaluated for reasonableness.

ITEM NO. 3

Make:
Model:
Series:
N Num:
ITEM NO. 3

Contracted Helicopter Equipped Weight

Equipped Weight (see definition) 5997 lbs is required

Approved HOGE Performance

(Note: Do not include weight of bucket and suspension hardware in payload calculations)

HOGE Non-Jettisonable Payload (Line 13 Load Calculation) 2558 lbs

HOGE Jettisonable Payload (Line 13 Load Calculation) 2858 lbs

Bucket Weight

Bucket Weight 205 lbs

Includes any associated suspension hardware, 150' long line (cables, connectors, etc.)

Note:

For the purpose of evaluating helicopter performance and computing the Interagency Load Calculation, only current, applicable FAA approved Performance Charts shall be used.

Relief Crew Costs Per Person (Round Trip)

Travel cost from Contractors Principle Base of Operation to Host Base for contract relief crew costs, per person, (Round Trip) $200.00 (see C-41/C-42). The relief crew costs will be reviewed prior to award and prior to each renewal option period.
SECTION B
SUPPLIES OR SERVICES AND PRICES

ITEM NO. 14 Helicopter equipped with tank (Type II Medium)

Host Base(s)

Name: Ramona
Location: Ramona Airport,
Ramona, California
National Forest: Cleveland

Mandatory Availability Period
May 28 – November 13, 2018
Net Days
170 Days

Daily Availability Offer Rate

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*bEstimated number of flight hours per year is for estimation purposes only, the Government does not guarantee any flight hours under this contract.

**Optional Use Rate will be evaluated for reasonableness.

ITEM NO. 14

Make: 
Model: 
Series: 
N Num: 
ITEM NO. 14

Contracted Helicopter Equipped Weight

Equipped Weight (see definition) 6450 lbs is required
(Note: include the tank and snorkel)

Weight of tank and snorkel 494 lbs

Approved HOGE Performance

HOGE (enter allowable payload) 2105 lbs
Tank and snorkel must be installed when calculating allowable payload

Note:

For the purpose of evaluating helicopter performance and computing the Interagency Load Calculation, only current, applicable FAA approved Performance Charts shall be used.

Relief Crew Costs Per Person (Round Trip)

Travel cost from Contractors Principle Base of Operation to Host Base for contract relief crew costs, per person. (Round Trip) $200.00 (see C-41/C-42). The relief crew costs will be reviewed prior to award and prior to each renewal option period.
SECTION B
SUPPLIES OR SERVICES AND PRICES

ITEM NO. 29  Helicopter equipped with bucket (Type II Medium-Rappel)

Host Base(s)

Name: Grants Pass  
Location: Grants Pass Airport, Oregon  
National Forest: Siskiyou

Mandatory Availability Period  
June 01 – September 28, 2018

Net Days  
120 Days

Daily Availability Offer Rate

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*Estimated number of flight hours per year is for estimation purposes only, the Government does not guarantee any flight hours under this contract.

**Optional Use Rate will be evaluated for reasonableness.

ITEM NO. 29

Make: b(4)  
Model:  
Series:  
N Nut:  

SECTION B
SUPPLIES OR SERVICES AND PRICES

ITEM NO. 29

Contracted Helicopter Equipped Weight

Equipped Weight (see definition) 6046 lbs is required

Approved HOGE Performance

(Note: Do not include weight of bucket and suspension hardware in payload calculations)

HOGE Non-Jettisonable Payload (Line 13 Load Calculation) 2509 lbs

HOGE Jettisonable Payload (Line 13 Load Calculation) 2809 lbs

Bucket Weight

Bucket Weight 205 lbs
Includes any associated suspension hardware, 150' long line (cables, connectors, etc.)

Note:

For the purpose of evaluating helicopter performance and computing the Interagency Load Calculation, only current, applicable FAA approved Performance Charts shall be used.

Relief Crew Costs Per Person (Round Trip)

Travel cost from Contractors Principle Base of Operation to Host Base for contract relief crew costs, per person, (Round Trip) $200.00 (see C-41/C-42). The relief crew costs will be reviewed prior to award and prior to each renewal option period.
SECTION B
SUPPLIES OR SERVICES AND PRICES

ITEM NO. 33 Helicopter equipped with tank and Night Flying Capability as per Exhibit 30 (Type II Medium)

Host Base(s)

Name: Fox Field NVG
Location: Lancaster, California

Mandatory Availability Period
June 1 – November 17, 2018

Net Days
170 Days

Daily Availability Offer Rate

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**Optional Use Rate

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*Estimated number of flight hours per year is for estimation purposes only, the Government does not guarantee any flight hours under this contract.

**Optional Use Rate will be evaluated for reasonableness.

ITEM NO. 33

Make: 
Model: 
Series: 
N Num: 

66
SECTION B  
SUPPLIES OR SERVICES AND PRICES

Contracted Helicopter Equipped Weight

Equipped Weight (see definition) 6522 lbs is required  
(Note: include the tank and snorkel)

Weight of tank and snorkel 498 lbs

Approved HOGE Performance

HOGE (enter allowable payload) 1833 lbs. 
Tank and snorkel must be installed when calculating allowable payload

Note:

For the purpose of evaluating helicopter performance and computing the Interagency Load Calculation, only current, applicable FAA approved Performance Charts shall be used.

Relief Crew Costs Per Person (Round Trip)

Travel cost from Contractors Principle Base of Operation to Host Base for contract relief crew costs, per person, (Round Trip) $200.00 (see C-41/C-42). The relief crew costs will be reviewed prior to award and prior to each renewal option period.
SECTION B
SUPPLIES OR SERVICES AND PRICES

Additional Pay Items

<table>
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<tr>
<th>Item</th>
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<td>Additional Personnel</td>
<td>Estimated</td>
<td>Each</td>
<td>Ref C-33</td>
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</tbody>
</table>

B-2 OFFERORS MAY QUALIFY THEIR BIDS - OFFERORS SHALL INDICATE BELOW THE MAXIMUM NUMBER OF ITEMS WILLING TO ACCEPT

Helicopter Express will accept any combination of awards to all offered aircrafts, not being bid on line item 33.

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 and will not be considered for the evaluation of proposals. 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.

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.
SECTION B
SUPPLIES OR SERVICES AND PRICES

(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 manufacturer’s requirements and configured in accordance with the contract 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 aircraft’s weight and balance documentation (See Form B, Exhibit 21).

(iii) Weighing shall be:

(A) Accomplished within 12 months prior to the original 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:

(A) Remain at or below the contracted helicopter equipped weight as proposed in the base year of the contract. When there is a difference in the aircraft’s weight between different scale readings, 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 when compared. (Ref. NIST Handbook 44, Table 6).

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

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

(vi) If the government requires additional equipment after contract award, no penalty will be assessed.
SECTION B
SUPPLIES OR SERVICES AND PRICES

(2) After proposal evaluations and prior to or post award all aircraft weights 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.

All aircraft shall be weighed prior to start of the Mandatory Availability Period (MAP).

Applicable for Type II (Medium) Helicopters Bucket:

CAPABILITY OF:

☐ Hovering in ground effect (HIGE)
Or
☒ Hovering out of ground effect (HOGE)

At 7,000 feet pressure altitude and 20 °C with ☒ non-jettisonable ☐ jettisonable Payload of 1650 pounds, as determined by Exhibit 13, Standard Interagency Load Calculation form, using a standard pilot weight of 200 pounds and fuel for one hour and 30 minutes (01+30) as determined by Exhibit 12, Hourly Flight Rates, Fuel consumption, and Weight Reduction Chart. For Computed Gross Weight use Exhibit 22 for load calculation.

Applicable for Type II (Medium) Helicopters Tank:

CAPABILITY OF:

☐ Hovering in ground effect (HIGE)
Or
☒ Hovering out of ground effect (HOGE)

At 7,000 feet pressure altitude and 20 °C with ☒ non-jettisonable ☐ jettisonable Payload of 1200 pounds, as determined by Exhibit 13, Standard Interagency Load Calculation form, using a standard pilot weight of 200 pounds and fuel for one hour and 30 minutes (01+30) as determined by Exhibit 12, Hourly Flight Rates, Fuel consumption, and Weight Reduction Chart. For Computed Gross Weight use Exhibit 22 for load calculation.

B-4 ENGINE REQUIREMENTS

Turbine engine(s)

B-5 CREW COVERAGE

The number of persons required will be the minimum complement of personnel while operating under this contract, additional positions may be offered to staff and support the helicopters.

☒ One Pilot Crew or ☒ Two Pilot crew (Night Ops-) or ☐ Three Pilot crew

And
SECTION B
SUPPLIES OR SERVICES AND PRICES

☒ With Relief Pilot(s) ☐ Without Relief Pilot(s)
☐ 6-Day Coverage (See Chart Below) ☑ ☐ A ☐ B OR ☒ C
☒ 7-Day Coverage (See Chart Below)

<table>
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<tr>
<th>COVERAGE</th>
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<td>6-Day Coverage No Relief Required</td>
<td>3-Hour Call-up</td>
</tr>
<tr>
<td>7-Day A.</td>
<td>FSVD Required Relief FSVD Required</td>
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<td>B.</td>
<td>FSVD Required Relief FSVD Required</td>
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<tr>
<td>C.</td>
<td>Full Time FSVD Required at Host Base/Alternate Base</td>
<td>Full Time Mechanic(s) Required at Host Base/Alternate Base</td>
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</tbody>
</table>

B-6 MAXIMUM COMPLEMENT OF PERSONNEL BY AIRCRAFT TYPE

Type II (Medium) Helicopter - A maximum of 4 Personnel may be paid as per the payment clause.

Note: Managers may pay up to the Maximum Compliment.

B-7 ACCEPTABLE WORK SCHEDULES (NEED TO CHECK ONE) Night flying operations will be in accordance with Exhibit 30.

☑ 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 with the exception of Maintenance Personnel. Maintenance Personnel may work a 14/14 schedule. If maintenance personnel work 14 days on they must take 14 days off, unless approved by the Contracting Officer. Days off schedule may vary. A 14/14 schedule must be requested by checking "Other" and subject to approval by the Contracting Officer.

B-8 STANDBY HOURS PER DAY

9 Hours Standby per day

B-9 EXTENDED STANDBY HOURLY RATE

[by(4)]
SECTION B
SUPPLIES OR SERVICES AND PRICES

B-10 OVERNIGHT STANDARD PER DIEM RATE ALLOWANCE

Rates as published in Federal Travel Regulations See Section C

B-11 OPERATIONS IN ALASKA, CARIBBEAN, CANADA, OR MEXICO (Contractor to check all that apply).

Contractor has authorization as indicated in FAA Operation Specifications for operations in the following locations. Reference Exhibit 3

☒ ALASKA ☐ CARIBBEAN ☒ CANADA ☒ MEXICO

B-12 CONTRACTOR FURNISHED SPECIAL REQUIREMENTS (Note that exceptions may apply)
NOTE: Anything checked will have an Exhibit that applies to an applicable C clause, or CFR Reference.

☒ VHF-AM Radios: Total A/C Qty: ___ (See C-7 (b) (1) (i)/C-7 (a)(2)(i)/ C-7(a)(3)(i) List Item Number(s)
☒ VHF-FM Radios: Total A/C Qty: ___ (See C-7 (b) (1) (ii))/C-7 (a)(2)(ii)/ C-7(a)(3)(ii)
☒ VHF-FM Programming Ports (See C-7 (b) (5) (iv))
☒ External PA with Siren capability (See C-7 (b) (1) (v) (A))
☐ Internal PA with Siren capability for Heavy helicopters (See C-7 (b) (1) (v) (B)) List Item Number(s)
☐ Satellite Communications System: Minutes/Month ___ (See C-7 (b)(1)(vi)) List Item Number(s)
☐ Aeronautical GPS in lieu of a portable GPS (See C-7 (b) (3) (i) (A))
☒ GPS with Moving Map (See C-7 (b) (3) (i) (C))
☐ GPS Data connector (See C-7 (b) (5) (v)) List Item Number(s)
☐ External Portable Aviation GPS Antenna: GPS Model: __________ (See C-7 (b) (5) (vi)) List Item Number(s)
☒ Traffic Advisory System (TAS) (See C-7 (b) (4) (vi))
☐ ADS-B IN and OUT (See C-7 (b) (4) (vii)) List Item Number(s)
☒ Aft Cabin Audio Control System (See C-7 (b) (2) (ii) (C))
☒ Additional Telemetry Unit (ATU) (C-7 (b) (4) (iii)) All Items
☒ Dual USB charging ports, Qty: ___ Users:SIC Positions_______ (See C-7 (b) (5) (vii)) List Item Number(s)
☒ P-25 Digital VHF-FM Mobile Radio for Fuel Servicing Vehicle (See Exhibit 8 (g))
☒ Rappel Capability (See C-7 (a) (2) and Exhibit 17) Item 2 Libby, Item 3 Shenando, Item 7 and 8 Salmon, Item 9 Lucky Peak, Item 10 and 11 Price Valley, Item 18 Trimmer, Item 20 Scott Valley, Item 27 Prineville, Item 28 Wenatchee, Item 29 Grants Pass, Item 30 John Day, Item 31 and 32 LaGrande.
☒ Extended Height landing gear (See C-4(d)(22)
SECTION B
SUPPLIES OR SERVICES AND PRICES

☐ Litter Kit Provisions ☐ with Litter ☐ w/o Litter  (See Exhibit 25) List Item Number(s)
☐ FAA Over Water Kit (See Exhibit 24) List Item Number(s)
☒ Fixed Suppressant/Retardant Delivery Tank (See Exhibit 5) Item 14 Ramona, Item 15 Chuchupate, Item 16 Heaps Peak, Item 19 Santa Ynez, Item 23 Arroyo Grande, Item 33 and 34 Fox Field
☐ PART 27—Airworthiness Standards: Normal Category Rotorcraft Only (See CFR Part 27) List Item Number(s)
☐ STC'd For Left Seat Vertical Reference See Section (C-4 (d) (10))
☐ Gated Power fill Bucket (required as the primary bucket on all bucket offers see C-4 (18) (iii))
☐ Engine Re-Ignition Kit (C4 (e) (3))
☒ Fast Fin/Strake, BH 212 only (C-4 (e) (2))
☒ Tail Rotor Mod Kit, Increased Take Off Horse Power Kit and PT6T-3 Engines (212HP), BH 212 only
☒ Rapid Refueling ☒ Close Circuit ☐ Open Port (Exhibit 8)
☒ Electronic Weight and Balance (C-4 (e) (1))
☐ Synthetic Longline (Exhibit 5 (b) (15) (ii))
☐ Law Enforcement Short Haul (Exhibit 27)
☒ Night Flying Operations (See C-7 (a) (3) and Exhibit 30) Item 33 Fox Field
☒ Certificated For Full Time Left Seat Operations (135 and 133) (C-4 (e) (4)) except for Item 33 NVG
☒ Aircraft shall be marked as indicated below in 8 to 12 inch high visibility letters on the underside of the aircraft to be visible from the ground with or without tank installed.
☒ FIRE
☒ Other Markings required by line item (example" H-500")

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SECTION B
SUPPLIES OR SERVICES AND PRICES

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☐ Other:

B-13 CONTRACT PILOT QUALIFICATION

Pilots performing on this contract will meet the requirements of Section C12 D and C-20. Contractors will offer pilots approved or eligible for approval in the mission tasks selected below. All pilots offered may be evaluated in accordance with C12 (b) 2 or when requested by the CO.

☒ Low Level (Recon and Surveillance)
☒ Helitack/Passenger Transport
☒ External Load (belly hook) (except for Item 33 Fox Field)
☒ Water/Retardant Delivery
☒ Longline VTR (150") (except for Item 33 Fox Field)
☒ Snorkel Item 14 Ramona, Item 15 Chuchupate, Item 16 Heaps Peak, Item 19 Santa Ynez. Item 23 Arroyo Grande, Item 33 Fox Field, Item 34 Fox Field.

☒ Mountainous Terrain Flight
☐ Aerial Ignition ☐ PSD ☐ Torch

☐ Short Haul
☐ Snow Operations (deep snow)
☒ Night Vision Goggle Operations (Item 33 Fox Field)
☐ Other

B-14 GOVERNMENT PILOT

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

B-15 PUBLIC AIRCRAFT OPERATIONS

After contract award, Contractor will submit Exhibit 28 (Public Aircraft Operations) to FAA.
SECTION B
SUPPLIES OR SERVICES AND PRICES

B-16 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).

B-17 FOR NIGHT FLYING HELICOPTER OPERATIONS (NVG)—PRE-MANDATORY AVAILABILITY PERIOD AGENCY/CONTRACTOR TRAINING REQUIREMENTS

Prior to the beginning of the MAP, the vendors crews shall attend up to 1 week (7 days) of mission specific training to be scheduled and coordinated by the agency at the host base. Payment per day for the attending crew members will be made in accordance with the additional personnel clause, C-33.
HOVERING CEILING
OUT OF GROUND EFFECT
+0% ENGINE

TAKEOFF POWER
ENGINE RPM 100% (N2)
205A-1 HELICOPTER – T5317 ENGINE – 212 MAIN ROTOR BLADES
ZERO WIND 100% NII

SKID HEIGHT 60 FT
DE-ICING OFF

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FAA Approved: 3 July 2012
Rev IR

Page 17 of 21
HOVERING CEILING
IN-GROUND EFFECT
TAKE-OFF POWER

205A-1 HELICOPTER - T6317A ENGINE-212 MAIN ROTOR BLADES
ZERO WIND 100% NII

Note: In-ground effect hovering based on four (4) foot skid height
WEIGHT VS ALTITUDE LIMITATIONS (cont)

Weights, Altitude and Temperature limitations for take-off and landing in accordance with allowable wind direction limitations depicted above.

WEIGHT - ALTITUDE - TEMPERATURE LIMITATIONS FOR TAKEOFF AND LANDING
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

C-1 SCOPE OF CONTRACT

(a) The intent of this solicitation and any resultant contract is to obtain 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.

(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 contract. (See Section E 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 contract 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) During the Availability Period the helicopter shall be made available for the exclusive use of the Government.

(d) 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.

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

(f) The Contracting Officer (CO) may by mutual agreement, release the Contractor from the contract 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.

(g) Reserved

(h) Reserved

(i) Reserved

C-2 CERTIFICATIONS

(a) General

(1) Contractors shall be currently certificated to meet 14 Code of Federal Regulations (CFR), 133 (External Load Operations), 135 (Commuter and On Demand Operations and Rules Governing Person on Board Such Aircraft), and 137 (Agricultural Aircraft Operations), as applicable. Any helicopter offered shall be listed by make, model, series, and registration number on the Operators Certificates.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

(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) Reserved

(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) Restricted Category Helicopters

(1) Helicopter(s) certificated in Restricted Category shall have been issued a Special Airworthiness Certificate.

(2) Helicopter(s) configured from aircraft types that have FAA Type Certificates obtained by the helicopter manufacturer shall incorporate the manufacturer’s designated changes to bring the helicopter into conformity with their type design, excluding passenger configuration requirements. All applicable Airworthiness Directives and mandatory manufacturer Service Bulletins shall be accomplished.

(3) Helicopter(s), which are configured from former military aircraft, which have FAA Type Certificates based upon military operation in lieu of a manufacturer’s Type Certificate, shall have all applicable Time Compliance Technical Orders (TCTO’s), military Service Bulletins, and Safety-of-Flight Messages accomplished. This includes any directives, which refer to later models of the same type, which were issued after the earlier models had left the military inventory. When FAA approvals establish more restrictive limits, such limits will prevail.

(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-3  GOVERNMENT FURNISHED PROPERTY/INFORMATION

(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 (APR 2012).

(b) The Government will deliver the following information (GFI) to the Contractor upon arrival at the Host Base, it will not have to be returned.


   (2) Reserved

(c) Water Enhancer Concentrate listed on the current Qualified Product List (QPL) may be provided by the Government as needed in accordance with the most current QPL 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))

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 OAS 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 contract 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 contract.

      (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)
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(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. FAA approved "electronic" flight bags meet this requirement.

(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 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 unrepai red 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 Contract.

(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:
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(1) A copy of the Awarded Contract and modification(s) shall remain in the helicopter during the Contract period(s). Electronic copy with minimum 7 inch screen is acceptable.

(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. (as applicable)

(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.

(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 shoulder harness (either single diagonal strap with inertia reel or double-strap with or without inertia reel) for each aft cabin passenger position. Shoulder harness straps and lap belts must fasten with a single-point, metal-to-metal, quick-release mechanism.

(iv) For Type I (Heavy) Helicopters: An incorporated single or double shoulder harness integrated with the lap seat belt with one single point metal-to-metal (Lift Lever Buckle), quick release mechanism for each passenger position.

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

(A) An OEM installation

(B) STC'd

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(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 contract 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 that is activated by engine or transmission oil pressure.

OR

For helicopters with a landing gear incorporating an extendable strut, the hour meter may be activated by a switch mounted in such a manner as to only operate when the strut is fully extended.

The hour meter shall record actual flight time in hours and tenths of an hour 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 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. (Not required for Type 1 helicopters.)

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(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 contract 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 is capable of being loaded and locked in a single motion with one hand, and is rated at the maximum lifting capacity of the aircraft. Not required for Type I helicopters.

(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 (as applicable)

(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) For Power requirements see Exhibit 5

(18) Variable capacity collapsible bucket(s) (Required for all bucket helicopters and Type II and III tanked helicopters)

(i) All Buckets

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

(B) The bucket, at 100 percent of manufacturers 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.

(C) An Operations Manual for the type bucket(s) provided shall be available on site.
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(D) Environmental operating conditions may dictate the need for more than one size bucket.

(E) Shall be leak free (½ gallon or less in a 24-hour period)

(ii) Non-Gated buckets and non-powerfill buckets

(A) A second variable capacity water/retardant is required. At 100% capacity, the second bucket shall be no more than 10% greater than the minimum capacity of the primary bucket.

(B) 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.

(C) 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.

(iii) Gated Buckets and Powerfill buckets

(A) Requires electronic hook load measuring system that provides cockpit readout of the actual weight.

(B) Either the weight of the bucket or capacity shall be marked on the bucket or the operator shall have a written statement of the maximum capacity (weight).

(C) If powerfill equipped, bucket must fill to maximum capacity in no more than 90 seconds.

(19) Reserved

(20) Reserved

(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, for Standard Category personnel transport helicopters only.

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(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 1/2 inch to allow for installation of all passenger seats and access to all installed anchor points. (Not applicable to Type 1 or restricted category helicopters.)

(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 device shall be simple in function and have the capacity of being installed quickly. 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) Reserved

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

(30) Heating 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) Reserved

(e) Optional Items, as selected in B-12

(1) Electronic Weight and Balance, tablet or similar device to calculate electronic weight and balance and transmit it via email (when internet access exists). This is for operational weight and balance and is not a substitute for other contract requirements.
(2) Fast Fin and Strake, FAA approved tail boom and vertical fin modifications. BLR is a known supplier of this equipment.

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

(4) Aircraft shall have a Supplemental Type Certificate for Left Seat Operations under Part 91, 135 and 133.

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 contract 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 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 contract.

(4) Contract 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, and at least every 12 flight hours or 7 days - whichever occurs first; transmitted to the operator's home office (Location that Certificate is held).

(7) Maintenance of aircraft records shall be in accordance with the FAA Advisory Circular (AC) No. 43-9C as revised.
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(8) Contractor shall notify the Contracting Officer at least 16 flight hours prior to the initiation of any maintenance inspection. In addition 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, host or alternate base, or in the best field conditions available. Flight time to and from a maintenance facility or alternate base or location in excess of 30 minutes of flight time will not be paid.

(12) When less than 50 hours remain before the initial 100-hour inspection, the first 100 hour inspection shall be performed before or after the daily standby, or as approved by the Contracting Officer.

(13) Helicopters on an FAA Approved Aircraft Maintenance Programs (for example 100 hr Inspections, phase or progressive type inspection), and after having flown 50 or more hours following the start of the Mandatory Availability Period, the Contractor May Perform scheduled inspection or maintenance without loss of availability. From that time, after every subsequent 100 hours of flight (±10%), scheduled inspections or maintenance may be performed without loss of availability per the requirements in (i) thru (iii) below.

(i) When the inspection is due and the aircraft and flight crew have been released for the day, the contractor will be allowed to perform this scheduled inspection and/or maintenance, up to the end of the following calendar day, without assessment of unavailability.

(ii) When the helicopter is available for service, it is the Contractor's responsibility to ensure that the flight crew is also available. If the flight crew is not available when the aircraft is returned to service, unavailability will be assessed from that time until such time that they do become available.

(iii) If the entire calendar day is not used to perform maintenance, no credit of that unused time shall be granted.

(14) During the MAP, contractor may, with the approval of the CO, elect to use 2 additional non-paid calendar days for the accomplishment of scheduled maintenance. These 2 days need not be consecutive; however they will each be full calendar days. Contractor shall request approval from the CO at least 48 hours prior to the initiation of the additional scheduled maintenance days. Contractor will not be assessed unavailability for performance purposes and will not be paid availability.
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(15) 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 21).

(16) Helicopter(s) under initially awarded contract(s) under this solicitation shall remain at or below contracted helicopter equipped weight as proposed in the base year of the contract. Helicopters will be allowed a total of 1% above the awarded contracted helicopter equipped weight as proposed during the combined contract option 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 original 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 contract award no penalty will be assessed.

(17) 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 21 for an acceptable example.

(18) When the contract 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 Contract.

(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 Contract and any renewal periods.

(2) Helicopters with power output below the minimum published performance charts or if the trend analysis indicates significant deterioration in performance the aircraft shall be removed from service. The power condition shall be corrected before return to service and contract availability.
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(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 Contract 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:

(1) Locked door/windows; and/or

(2) Fenced parking areas.

C-7 AVIONICS

(a) Minimum Requirements

All avionics used to meet this agreement shall comply with the requirements of paragraph (b) Avionics Specifications and paragraph (c) Avionics Installation and Maintenance Standards. The following are the minimum avionics which shall be installed. Additional avionics may be required in section B of this agreement.

(1) All Helicopters

(i) One VHF-AM Radio (COM 1)

(ii) One VHF-FM Radio (FM 1)

(iii) One Auxiliary FM system (AUX FM) {Not applicable to Type 1 helicopters with 2 VHF-FM radios installed}

(iv) An Intercom System (ICS) {Not required in single occupant aircraft}

(v) Audio Control systems applicable to the type of aircraft offered

(vi) One Global Positioning System (GPS)

(vii) An Emergency Locator Transmitter (ELT)
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(viii) An Automated Flight Following System (AFF)

(ix) One Transponder

(x) One Altimeter and Automatic Pressure Altitude Reporting system

(xi) One Auxiliary Power Source (3 Pin) {Required for medium and light helicopters approved for passengers}

(xii) One Bucket/Torch Connector (9 Pin) {Required for medium and light helicopters}

(xiii) Lighting for night operations in accordance with 14 CFR 91.205 (c)

(xiv) Lighting for all instruments required by 14 CFR 91.205 (b)

(xv) ADS-B OUT will be required beginning January 1st 2020

(2) Type II Standard Category Exclusive Use and Rappel Helicopters

All Type II standard category exclusive use helicopters and helicopters approved for Rappel operations shall meet the requirements in paragraph (a) (1) (iii) through (a) (1) (xv), the additional requirements of section B and the following minimum requirements.

(i) Two VHF-AM Radios (COM 1 & COM 2)

(ii) Two VHF-FM Radios (FM 1 & FM 2)

(iii) An External Public Address system (PA)

(iv) An Intercom System (ICS) for all positions

(v) An Aft Cabin Audio Control system

(vi) One GPS with moving map in lieu of the standard GPS requirement

(vii) An Additional Telemetry Unit

(3) Helicopters approved for Night Vision Goggle (NVG) operations

Portable electronic devices are not acceptable for use in NVG operations and shall not be used to meet avionics requirements. Helicopters approved for NVG operations shall meet the requirements in (a) (1) (iii) through (a) (1) (xv), the additional requirements of section B and the following minimum requirements.

(i) Two VHF-AM Radios (COM 1 & COM 2)

(ii) Two VHF-FM Radios (FM 1 & FM 2)

(iii) An External Public Address system (PA)
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(iv) An Intercom System (ICS) for all positions
(v) An Aft Cabin Audio Control system
(vi) One GPS with moving map in lieu of the standard GPS requirement
(vii) A Traffic Advisory System (TAS)
(viii) One RADAR Altimeter
(ix) Instruments and equipment for NVG operations in accordance with 14 CFR 91.205(h)
(x) One Rotatable Search Light
(xi) An Additional Telemetry Unit

(4) Helicopters approved for Air Tactical operations

Helicopters may be approved for Air Tactical operations provided they meet the requirements of (a) (1) (iii) through (a) (1) (xv) and the following requirements based on the type of Air Tactical approval. These requirements are for optional mission approval only. Paragraph (a)(1) and additional requirements in section B shall remain the minimum required avionics for aircraft under this agreement.

(i) Type I

(A) Two VHF-AM Radios (COM 1 & COM 2)
(B) Two VHF-FM Radios (FM 1 & FM 2)
(C) Radio transmit capability from the aft passenger compartment connected to the SIC/observer Audio Control system. An Aft Audio Control system for this position is acceptable.

(ii) Type II

(A) Two VHF-AM Radios (COM 1 & COM 2)
(B) One VHF-FM Radio (FM 1)
(C) Radio transmit capability from the aft passenger compartment connected to the SIC/observer Audio Control system. An Aft Audio Control system for this position is acceptable.

(iii) Type III

(A) Two VHF-AM Radios (COM 1 & COM 2)
(B) One VHF-FM Radio (FM 1)
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(b) Avionics Specifications

All avionics used to meet this agreement shall comply with the following requirements and paragraph (c) Avionics Installation and Maintenance Standards.

(1) Communications systems

Transmitters shall not open squelch on, or interfere with, other AM or FM transceivers on the aircraft which are monitoring different frequencies. Transmit interlock functions shall not be used with communication transceivers. (This paragraph does not apply to single pilot helicopters which are not approved for passengers or non-fire aircraft.)

(i) VHF-AM Radios

VHF-AM radios shall be TSO approved aeronautical transceivers, permanently installed, and operate in the frequency band of 118.000 to 136.975 MHz with a minimum of 760 channels in no greater than 25 KHz increments. Transmitters shall have a minimum of 5 Watts carrier output power.

VHF-AM radios shall be TSO approved aeronautical transceivers, permanently installed, and operate in the frequency band of 118.000 to 136.975 MHz with a minimum of 760 channels in no greater than 25 KHz increments. Transmitters shall have a minimum of 5 Watts carrier output power and shall not open squelch on, or interfere with, other AM or FM transceivers on the aircraft monitoring different frequencies.

(ii) VHF-FM Radios

All aircraft approved for fire operations shall use P25 Digital VHF-FM transceivers meeting the specifications of FS/OAS A-19. FM radios used in all aircraft shall be agency approved. FS/OAS A-19 and a list of currently approved FM radios can be found on the following website: http://www.nifc.gov/NICID/documents.html. The following requirements shall be met.

(A) VHF-FM radios shall be aeronautical transceivers, permanently installed in a location that is convenient to the PIC and SIC/observer, and operate in the frequency band of 138 to 174 MHz. All usable frequencies shall be programmable in flight. Narrowband and digital operation shall be selectable by channel for both MAIN and GUARD operation. Carrier output power shall be 6-10 Watts nominal.

(B) Transceivers shall have a GUARD capability constantly monitoring and have a tone of on all GUARD transmissions. Simultaneous monitoring of MAIN and GUARD is required. Scanning of GUARD is not acceptable. Aircraft not approved for Air Tactical operation only require one FM GUARD receiver.
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(C) Transceivers shall have the capability of encoding CTCSS sub audible tones on all channels. A minimum of 32 tones meeting the current TIA/EIA-603 standards shall be selectable.

(D) Transceivers shall have the capability to display both receiver and transmitter frequencies. Activation indicators for transmit and receive shall be provided for both MAIN and GUARD operation.

(E) The radio shall use an external broadband antenna covering the frequency band of 138 to 174 MHz (Comant CI-177-1 or equivalent).

(iii) Auxiliary FM systems (AUX FM)

An interface to properly operate a portable FM radio through the aircraft audio control systems shall be provided using an MS3112E12-10S type bulkhead mounted connector with contact assignments as specified by FS/OAS A-17 available at the following website: http://www.nifc.gov/NIICD/documents.html. Sidetone for the portable radio shall be provided (AEM AA34 or equivalent). The following applies to all AUX FM installations.

(A) An external broadband antenna covering the frequency band of 138 to 174 MHz (Comant CI-177-1 or equivalent) shall be installed with the associated coax terminated in a bulkhead mounted BNC connector adjacent to the above 10 pin connector.

(B) A portable radio mount (Field Support Services AUX-EPH-RB or equivalent) shall be installed providing the crew unrestricted operation of the radio controls when connected with an 18 inch adapter cable.

(C) A VHF-FM radio meeting the requirements of paragraph (b)(1)(ii) may be installed, in addition to the radios already required, in lieu of the AUX FM system.

(iv) Non-Standard Radios

Non-standard radios shall be aeronautical transceivers interfaced to the aircraft audio control systems and a compatible antenna via an approved installation. The radio shall be compatible with the requesting unit.

(v) Public Address systems (PA)

PA systems shall be operated through the aircraft audio control systems and provide a siren with Yelp and Wail tones activated by the PIC and SIC/observer.

(A) External PA

The PA shall utilize speakers external to the aircraft with sufficient volume to be easily heard 100 feet below a hovering helicopter.
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(B) Internal PA

The PA shall utilize speakers internal to the aircraft with sufficient volume to be easily heard throughout the passenger compartment while in flight. Helicopter manager positions in heavy helicopters shall have a switch to activate the siren tones.

(vi) Satellite Communications System (Sat/Com)

(A) SatCom systems shall be FAA approved, powered by the aircraft electrical system via a dedicated circuit breaker, interfaced to the aircraft audio system as a communication transceiver, permit direct dial operation, and be operational in all phases of flight.

(B) All manufacturer required displays and controls shall be easily visible and selectable by the PIC and SIC/Observer.

(C) The contractor shall maintain a subscription providing uninterrupted service during the contract period and a minimum amount of minutes per month as identified in Section B. The Government will reimburse the contractor for actual costs incurred when using more than the required amount of minutes specified.

(vii) Dual USB charging Ports

USB charging ports must be TSO approved, capable of providing at least 2 amps of power to each port simultaneously with an output voltage of 5 VDC and installed in a location convenient to the specified users.

(2) Audio Systems

(i) Intercom Systems (ICS)

ICS shall integrate with the aircraft audio control systems and mix with selected receiver audio. An independent ICS volume control, keyed operation, and a “hot mic” capability shall be provided for each required position. Passenger volume adjustments shall not affect other positions. Hot mic may be voice activated (VOX) or controlled via an activation switch. The PIC shall have an isolation capability.

ICS is required for the PIC and SIC/observer for all aircraft. Exclusive-use helicopters approved for passengers, and helicopters which require an aft audio control system, shall provide ICS at all passenger positions. Call-when-needed helicopters approved for passengers shall provide ICS for two aft exit passenger positions.

(ii) Audio Control Systems

(A) General
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Aircraft configuration shall comply with the applicable drawing for “Helicopter Audio Requirements” at the following website: http://www.nifc.gov/NICCD/documents.html. A master radio volume control and controls for transmitter selection and independent receiver selection of all required radios shall be provided for each required audio control system. Each system shall have the capability to simultaneously select and utilize a different transceiver (and PA if required). Sidetone shall be provided for the user as well as for cross monitoring by all installed systems. Receiver audio shall be automatically selected when the corresponding transmitter is selected. Receiver audio shall be provided to each position which requires ICS (refer to ICS section for requirements). Aft audio control systems are not required to provide NAV audio.

All required passenger positions shall utilize the SIC/observer's audio control system unless an aft audio control system is installed. Exclusive use helicopters approved for passengers shall provide radio transmit capability for two aft passenger positions. See the applicable “Helicopter Audio Requirements” drawing for locations.

Audio controls shall be labeled as COM-1, FM-1, AUX, PA etc... as appropriate or as COM-1, COM-2, COM-3, etc... with the corresponding transceiver labeled to match. Audio shall be free of distortion, noise, or crosstalk. The system shall be designed for use with 600 ohm earphones and carbon equivalent, noise cancelling, boom type microphones (Gentex 5060-4 or equivalent). The PIC and SIC/observer shall have U-92 type audio jacks.

All required passenger positions with ICS, including the SIC/observer, shall have MS3112E10-6S type 6-pin connectors wired for compatibility with an appropriate drop cord (Alpine Aerotech AAL280 series or equivalent). The 6-pin connector is not required at the SIC position in aircraft requiring dual pilots. Aft passenger connectors shall be mounted above the seats and near the passengers head. Drop cords shall be provided with the aircraft for all passenger positions which require ICS. In lieu of the 6-pin connector and drop cord, the SIC/observer may utilize either a foot or console mounted Push-To-Talk (PTT) switch in conjunction with a switch to select between radio and ICS PTT operation. Crew positions shall have radio and ICS PTT switches on their respective cyclic controls in addition to the previous requirements.

(B) Drop Cord Requirements

- Coil cord with sufficient length to provide unrestricted movement according to mission requirements (minimum 3 feet retracted and minimum 6 feet extended for required transmit positions).
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- 6-Pin MS3476L10-6P type connector on the coil cord
- U-92 (TJT-120) type audio jack on the housing
- Large clip
- Volume control
- ICS switch with momentary and lock positions
- Radio PTT switch (only for positions which require radio transmit)

(C) Aft Audio Control Systems (when required)

The audio controller shall be installed in a location that provides unobstructed access to the controls while seated. Aft passengers shall utilize the aft audio control system(s). Two aft passenger positions shall have radio transmit capability. See the applicable “Helicopter Audio Requirements” drawing for locations.

(D) Required Audio Control systems

The following audio control systems are required based on helicopter type

- **Helicopters not approved for passengers**
  A single audio control system for the PIC and SIC/observer

- **Light and Medium Helicopters approved for passengers**
  Two separate audio control systems (which may be combined in a single unit) for the PIC and SIC/observer

- **Heavy Helicopters approved for passengers**
  Two separate audio control systems (which may be combined in a single unit) for the PIC and SIC/observer and an aft audio control system for the Helicopter Manager.

(3) Navigation Systems

(i) Global Positioning Systems (GPS)

(A) Aeronautical GPS

Each required GPS shall be TSO approved, permanently installed where both the PIC and SIC/observer can clearly view the display, use an approved external aircraft antenna, and be powered by the aircraft electrical system. The GPS shall utilize the WGS-84 datum, reference coordinates in the DM (degrees/minutes/decimal minutes) format and have the ability to manually enter waypoints in flight. The GPS navigation database shall be updated annually covering the geographic areas where the aircraft will operate.
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(B) Portable Aviation GPS

Portable aviation GPS units (Garmin GPSMAP, aera, or equivalent) are acceptable when an Aeronautical GPS is not specified. They shall be securely mounted via an approved installation using the aircraft electrical system and a remote antenna. The GPS shall present information from an overhead perspective. The PIC shall have clear view of the display and unrestricted access to the controls. The SIC/observer shall also have a clear view of the display in Air Tactical aircraft. The GPS shall meet the above datum, coordinate, and database requirements for an aeronautical GPS. Portable GPS units are not acceptable for aircraft performing IFR or NVG operations.

(C) GPS with Moving Map

The GPS providing data to the moving map shall meet all of the above GPS requirements. The moving map’s display shall be 3 inches wide, 1.5 inches high, and show the aircraft’s present position relative to user selected waypoints and geographical features. The map may be integrated with the GPS.

(4) Surveillance systems

(i) Emergency Locator Transmitters (ELT)

*Emergency locator transmitters must be helicopter models with at least a 5 axis G-switch and certified to TSO-C126 or newer. ELTs must be automatic-fixed, installed in a conspicuous or marked location, and meet the same requirements as those detailed for airplanes in 14 CFR 91.207 (excluding section f). ELT mounts must use rigid attachments and meet the deflection requirements of RTCA/DO-204. Velcro style mounts are not acceptable. ELT antennas must be mounted externally to the aircraft unless installed in a location approved by the aircraft manufacturer. Documentation of current registration is required from the national authority for which the aircraft is registered.*

(ii) Automated Flight Following systems (AFF)

Automated flight following systems must be compatible with the government’s tracking program (AFF.gov), utilize satellite communications, and use aircraft power via a dedicated circuit breaker. AFF must be functional in all phases of flight and in all geographic areas where the aircraft will operate. The following additional requirements shall be met.

(A) A subscription service shall be maintained through the equipment provider allowing position reporting via the Government AFF Program. The reporting interval must be every two minutes while aircraft power is on.

(B) AFF equipment must be registered with AFF.gov providing all requested information. Changes to equipment and registration information shall be reported to AFF.gov ensuring the program is current prior to aircraft use. For assistance, the Fire Applications Help Desk (FAHD) may be reached at (866) 224-7677 or (616) 323-1667.
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(C) An AFF operational test shall be performed by the vendor no less than seven calendar days prior to the annual compliance inspection. This test must ensure that the system meets all requirements and is displayed in the AFF viewer with the correct information. A user name and password are required. Registration and additional information are available at https://www.aff.gov/. If the aircraft is not displaying properly, the vendor shall notify AFF.gov.

(D) If AFF becomes unreliable the aircraft may, at the discretion of the Government, remain available for service utilizing radio/voice systems for flight following. The system shall be returned to full operational capability within 5 calendar days after the system is discovered to be unreliable.

(E) This clause incorporates the Specification Section Supplement available at https://www.aff.gov/documents/Specification_Section_Supplement.pdf as if it was presented as full text herein.

(F) For questions about current compatibility requirements contact the AFF Program Manager by emailing affadmin@freenet.gov.

(iii) Additional Telemetry Unit (ATU)

(A) Additional Telemetry Units must be powered by the aircraft’s electrical system and operational in all phases of flight.

(B) The ATU must report tank/bucket open, close, gallons filled and gallons dropped events with GPS data (Date, Time, Latitude, Longitude, Altitude, Speed and Heading) following the data format as specified in the AFFJSON requirement at https://www.aff.gov/documents/Json_Specification_Section_Supplement.pdf. Depending on the tank or bucket system, additional data may be requested such as pump on/off and coverage level.

(C) Helicopters performing bucket operations must have a load cell system installed which provides data to the ATU. The ATU must use the difference in weight before and after water is filled or released to provide the data for gallons filled and gallons dropped events. Actuation of the bucket open switch must be used to initiate the open, close, and drop events. To prevent erroneous transmissions caused by metering loads, events may not be sent between filling the bucket and forward flight. The fill event must be based on a significant gain in weight and sent when forward flight is established. The aircraft and bucket must be configured to provide a ground to the ATU which indicates that a bucket is attached without any action required beyond installing the bucket. Type II and Type III helicopters must use the 9 Pin connector.

(D) The ATU data must be delivered to the government within two minutes from the time of the event and not interfere with any AFF position reports. A subscription service shall be maintained through the AFF equipment provider allowing AFF position reporting and ATU event data via the Government AFF program.
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(E) Calibration events shall be performed no less than seven calendar days prior to the aircraft inspection. The vendor shall verify that the system is properly reporting all data correctly and all GPS information is included per event.

(F) If the ATU becomes unreliable, the system shall be returned to full operational capability within 5 calendar days after the system is discovered to be unreliable.

(G) Contact the AFF Program Manager by emailing affadmin@firenet.gov for a list of systems known to meet the ATU requirements.

(iv) Transponders

Transponder systems shall meet the requirements of 14 CFR 91.215(a). Part 135 aircraft shall meet the “Mode S” requirements of 14 CFR 135.143(c).

(v) Altimeter and Automatic Pressure Altitude Reporting systems

Altimeter, static pressure, and automatic pressure altitude reporting systems shall be installed and maintained in accordance with the IFR requirements of 14 CFR Part 91. These systems shall be tested and inspected every 24 calendar months as specified by 14 CFR 91.413.

(vi) Traffic Advisory Systems (TAS)

Traffic advisory systems shall be TSO approved, use active interrogation, graphically display traffic relative to the aircraft’s horizontal position, and provide alert audio to the PICs audio control system. The display shall be within view of the PIC and SIC/observer. The system shall provide coverage in all directions above and below the aircraft with a maximum range of at least 10 nautical miles. The display shall allow range selection of 2 miles or less.

(vii) Automatic Dependent Surveillance – Broadcast (ADS-B)

(A) ADS-B OUT systems must be approved to TSO-C154c or TSO-C166b. Aircraft operating outside of the United States must be equipped with systems approved to TSO-C166b.

(B) ADS-B IN systems must be TSO approved, receive both UAT and 1090ES, and TIS-B traffic and FIS-B weather.
(5) General Systems

(i) RADAR Altimeters

RADAR altimeters shall be approved, operate from zero to a minimum of 2000 feet AGL and provide the operator an adjustable cursor which enables an altitude low (decision height) annunciation. The altitude low light shall be clearly identified, adjacent to the glare shield, and in view of the PIC.

(ii) Auxiliary Power Source (3 Pin)

An MS3112E12-3S type connector shall be installed and mounted in a location convenient to the passenger compartment and protected by a 5 Amp circuit breaker. Pin A shall be +28 VDC. Pin B shall be airframe ground. Pin C shall not be used. Reference FS/OAS A-16.

(iii) Bucket/Torch Connector (9 Pin)

(A) An MS3101A24-11S type connector shall be installed adjacent to the cargo hook within 12 inches. The connector must be adequately supported to prevent tension on the electrical wiring. Pin D must be airframe ground. Pin E must be +28 VDC operated with the “Bucket Open” switch on the collective and protected by a 50 Amp circuit breaker that can be manually opened and reset.

(B) The bucket open switch must be clearly labeled “Open”, spring-loaded to the “Off” position, and mounted on the collective to avoid confusion with the cargo hook release. The switch must be of a different design and mounted in such a way as to not easily be confused with the RPM Control (Beep switch).

(C) Helicopters performing bucket operations which require an ATU must use a permanently installed 9 Pin connector with Pin G wired to a discrete input of the ATU which is configured for a ground to signal that a bucket is connected. The 9 Pin connector on all bucket assemblies used with these helicopters must have Pin D (ground) jumpered to Pin G to provide an indication to the ATU that a bucket is connected. These pins must not be jumpered on the aircraft connector. All long lines used during bucket operations must use a dedicated conductor to carry the ground for Pin G through to each end. Remote hooks must not provide a ground to Pin G.
(iv) VHF-FM Programming Ports

DB-9 type D-subminiature connectors shall be installed in a location convenient to the SIC/observer. These shall be wired for RS232 serial communication between all required VHF-FM radios and a laptop computer. Individual connectors or an FM select switch may be used. Pin 2 shall be data transmitted from the FM. Pin 3 shall be data received by the FM. Pin 5 shall be signal ground. Compatible radio front panel connectors may be used to meet this requirement if serial adapter cables are provided with the aircraft. For example TDFM 136A s/n FDA1200 and higher.

(v) GPS Data Connectors

DB-9 type D-subminiature connectors shall be installed in a location convenient to the SIC/observer. These shall be wired to receive RS232 serial data from the GPS to a laptop computer. Pin 2 shall be data transmitted from the GPS. Pin 5 shall be signal ground.

(vi) External Portable Aviation GPS Antennas

Antennas shall be TSO approved and compatible with the portable aviation GPS of the requesting unit.

(c) Avionics Installation and Maintenance Standards

All avionics used to meet this agreement shall comply with the manufacturer’s specifications and installation instructions, federal regulations, and the following requirements.

(1) Strict adherence to the guidelines in FAA AC 43.13-1B Chapter 11 “Aircraft Electrical Systems” and Chapter 12 “Aircraft Avionics Systems” as well as FAA AC 43.13-2B Chapter 1 “Structural Data”, Chapter 2 “Communication, Navigation and Emergency Locator Transmitter System Installations” and Chapter 3 “Antenna Installation” is required.

(2) All antennas shall be FAA approved, have a Voltage Standing Wave Ratio (VSWR) less than 3.0 to 1 and be properly matched and polarized to their associated avionics system.

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

(4) Avionics installations shall not interfere with passenger safety, space or comfort. Avionics equipment shall not be mounted under seats designed for energy attenuation. In all instances, the designated areas for collapse shall be protected.

(5) All avionics equipment shall be included on the aircraft's equipment list by model, nomenclature, and location.
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C-8 RESERVED

C-9 RESERVED

C-10 OPERATIONS

(a) General

(1) Regardless of any status as a public helicopter operation (see Exhibit 28), 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 Contract 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.

Note: As of January 1, 2014 based off of guidance from the FAA, the US Forest Service will no longer automatically issue Public Aircraft Operations (PAO) declarations in conjunction with contract award. However, after contract award, declarations may be requested through the CO and will be issued from the USFS Washington Office on a case by case basis.

(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) The government recognizes the ever-increasing difficulty operators are encountering in hiring mission-qualified pilots. In response to this situation the government has developed provisions for contractors to conduct "On Contract" pilot operational training. This program has been designed with the intent of providing operational training opportunities to contractors seeking to upgrade pilots into new aircraft, and to provide operational training for pilots with little or no previous natural resource/wildland fire experience. This program is only applicable to Type 1 and Type 2 helicopters, other significant conditions and restrictions are detailed in Exhibit 19. Adherence to these guidelines is critical for success of the program. See Exhibit 19.

(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.
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(6) For contracts requiring longline operations, any combination of line length may be used at the discretion of the pilot, providing the pilot card is endorsed Longline VTR and interagency policies (obstacle and tail rotor clearance etc.) are adhered to.

(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 contract 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. Load calculations (Exhibit 13, Form 5700-17/OAS-67) shall be computed and completed daily 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.

(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 be located in or on the aircraft in such a manner as to potentially not 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.
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(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 at all times. However, Government personnel may assist with removal and reinstallation when properly trained by the mechanic or pilot. The contractor shall maintain full responsibility to ensure the procedure is accomplished correctly.

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) External Load Operations

(1) All External Load Operations (Applicable to Cargo, Bucket and Tank operations unless specifically noted)

(i) Determine allowable payload using the Interagency Helicopter Load Calculation, appropriate HOGE-J helicopter performance charts, and current local temperature and pressure altitude.

(ii) 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 helicopters conducting external load operations shall comply with applicable Rotorcraft Flight Manual Limitations.

(iii) When conducting external load operations, rotors will remain above the canopy or helicopter will operate within an opening no less than 1 1/2 times the main rotor diameter (e.g. an aircraft with a 48’ main rotor diameter would require a 72’ diameter opening).

(iv) For loads with a total suspended height of 50 feet or greater the pilot must be approved for longline VTR.

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

(i) Use actual weight of cargo from load calculation or manifest form. Weight reduction is optional and may be calculated into jettisonable payload when agreed upon by pilot and agency personnel.

(3) Bucket Operations

(i) All Bucket Operations (Applicable to both gated and non-gated buckets)

(A) 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.

(B) Buckets and hardware shall be designed for the applicable aircraft and attached directly to the belly hook unless the pilot is approved for longline VTR.

(C) 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.

(D) For initial attack only, vendors operating aircraft with limited storage or limited storage access are authorized to use any water bucket with a capacity of over 200 us gallons. Higher capacity, compact, lightweight buckets are no longer available or no longer supported. Vendors shall switch to a bucket meeting contract specifications as soon as practical, typically after the first fuel cycle.

(ii) Non-gated bucket operations

(A) Partial dips are not authorized.

(B) 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.

(C) 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.

(iii) Gated bucket operations

(A) Requires electronic hook load measuring system that provides cockpit readout of the actual weight.
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(B) Partial filling is authorized, based on aircraft performance and environmental conditions.

(4) Tank Operations

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

(i) 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.

(ii) Prior to or during the helicopter’s first start-up of each day, tank doors shall be checked for normal and emergency operation, to include checking the snorkel for proper operation. These operational checks should be incorporated into the aircraft’s cockpit checklist. Not required in conditions that present potential damage to tank or snorkel system.

(iii) Items awarded as tanked aircraft may replace tank with water bucket when requested by the government due to firefighting suppression tactics, this should be documented and CO notified.

(f) Reserved

(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. During flight operations the front seat not occupied by a pilot may only be occupied by a Helicopter Manager, or briefed and authorized by PIC or HMGR. For Type III aircraft, 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 DOT Emergency Response Guide (ERG) shall be aboard each aircraft operating under the provisions of this Special Permit and can be found at this website: http://www.fs.fed.us/fire/aviation/av_library/index.htm#

(2) It is the responsibility of the Contractor to ensure that Contractor employees have received training in the handling of hazardous materials. 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: https://www.iat.gov/Training/modules/a110/pre-110.html
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(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) and procedures will be provided by the government. https://www.nwcg.gov/publications/444

(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 Contract 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).

An SPCC plan is required for each mobile fueler used on this contract 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 qualified non-crewmembers are authorized on tactical flight missions. The Mechanic and Fuel Service Vehicle Driver are not considered qualified non-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.

(4) Vendor-QA/Evaluation/Safety checks may be conducted IAW Exhibit 29
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(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 contract.

(2) PIC’s shall pass a flight evaluation within a 36 month period. The government retains the right to have a flight evaluation conducted at any time. The evaluation will be conducted in accordance with the Interagency Helicopter Practical Test Standards (http://www.nifc.gov/aviation/av_documents/av_helicopters/IHPPTS.pdf) and per the contract 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 http://www.nifc.gov/aviation/av_helicopters.html (Helicopter Pilot Qualifications and Approval Record). 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 helicopters by the Chief Pilot (as applicable).

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


(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 18. 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 Contract.

(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:

| 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 or FS/OAS-accepted equivalent training (accepted equivalency applicable to Type II Helicopters Only).

**The contractor may request that this pilot flight hour requirement be waived for a pilot under special circumstances; however, the waiver may or may not be granted. The contractor should contact the Contracting Officer in advance of this need for additional information on this process. No other pilot qualification exceptions will be considered by the Government.
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*** Weight class is defined as:
Small aircraft—aircraft weighing 12,500 lbs. or less.
Medium aircraft—aircraft weighing more than 12,500 up to 41,000 lbs.
Large aircraft—aircraft weighing 41,000 up to 255,000 lbs.

Additional Special Mission Requirements:
Contract 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*

*Mandatory for Type I, II & III Exclusive Use and Type I & II CWN Pilots. 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. Experience operating outside the United States may be considered “Mountain Flying” providing it is conducted in mountainous regions defined as 2000 feet above surroundings containing long slopes, deep valleys, and high ridges. 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 Contract 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) Second in Command (SIC) Requirements (if applicable)

Second-In-Command shall meet requirements of operator’s certificate. The requirements for the second pilot shall be a commercial pilot certificate with rotorcraft category, helicopter class rating, and at a minimum a valid second class medical certificate. They are not issued a Helicopter Pilot Qualification card.
(h) Mechanic Qualifications

(1) The mechanic shall have a valid FAA mechanic certificate with airframe and power plant ratings, and shall have held the certificate for a period of 24-months. The mechanic shall have been actively engaged in aircraft maintenance as a certificated mechanic for at least 18-months out of the last 24-months. Or a mechanic may qualify by meeting one of the following.

(a) The mechanic shall have a valid FAA mechanic certificate with airframe and power plant ratings, and shall have held the certificate for a period of 12 months. The mechanic must show evidence of Four years military experience of aircraft maintenance training and qualification as a Technical Inspector for Airframe or Power Plants.

(b) The mechanic shall have a valid FAA mechanic certificate with airframe and power plant ratings, and shall have held the certificate for a period of 12 months. The mechanic must then have held the foreign equivalent with both ratings for a period of 24 months.

(2) The mechanic shall have 12-months experience as an Airframe & Power Plant (A&P) mechanic 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 contract has met the minimum certification, training, and experience qualifications of this section. The Aircraft Mechanic (Helicopter) Qualifications Form can be found in Exhibit 20 of the contract.

(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 Contract, including any optional periods. Should the mechanic leave the employment of the Contractor, the mechanic shall surrender the card to the Contractor upon termination of employment.
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(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.

C-13 CONDUCT AND REPLACEMENT OF PERSONNEL

(a) Performance of Contract 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 Contract 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 contract shall be suspended from performing pilot duties under this contract and any other activity authorized under the interagency pilot qualification card(s) issued to the pilot pending the investigation outcome.

(c) Upon involvement in an Incident-with-Potential as defined under mishaps, a pilot operating under this contract may be suspended from performing pilot duties under this contract and any other activity authorized under the interagency pilot qualification card(s) issued to the pilot pending the incident investigation outcome.
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(d) When a pilot/mechanic is suspended, and when requested, the interagency pilot/mechanic qualification card(s) shall be surrendered to the CO or authorized Government representative. 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 contract awarded performance after receipt of contract modification by the Contracting Officer. A contract modification shall only be provided after the contractor has submitted documentation for the substitution helicopter equal to the information originally submitted for the awarded helicopter. 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) Flight limitations. Flight crewmembers shall be subject to the following flight hour limitations:

1. 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.

2. 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.
(3) Flight time shall not exceed a total of 8-hours per day. Except for 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).

(4) Flight time shall not exceed a total of 42-hours in any 6-consecutive days. Pilots accumulating 36 or more flight hours in any 6-consecutive duty-days shall be off duty the following one calendar day for rest, after which a new 6-day cycle will begin.

(b) Duty Limitations. Flight crewmembers shall be subject to the following duty limitations:

(1) Assigned duty of any kind shall not exceed 14-hours in any 24-hour period. 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) The pilot shall be given a minimum of 10 consecutive hours of rest (off duty) prior to any duty assigned duty period.

(3) Pilots shall be have two (2) calendar days of rest (off duty) during any 14 consecutive duty days. Various work schedules are acceptable as per Section B. The compliment of contract 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)

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

(5) Duty includes flight time, ground duty of any kind, and standby or alert status at any location.

(c) 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. When a notice is issued the government representative will provide a copy of the notice and the procedures for exemptions. Payment for a non-flight day will either be at the daily availability rate or the hourly stand-by rate as applicable.

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

(e) 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.

(f) Relief, additional, or substitute pilots reporting for duty under this Contract shall furnish a record of all duty and all flight hours during the previous 14-days to the helicopter manager upon arrival.

(g) Reserved
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(h) 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. If maintenance personnel work 14 days on, they must take 14 days off, unless approved by the Contracting Officer. Days off schedule may vary. A 14/14 schedule must be requested by checking “Other” and subject to approval by the Contracting Officer.

(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.

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

(i) 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 the COR with a copy of all reports required to be submitted to the FAA in accordance with 14 CFR that relate to pilot and maintenance personnel performance, aircraft airworthiness or operations. The Contractor will submit an FAA Form 8010-4, Malfunction or Defect Report, or file electronically in the FAA’s Service Difficulty Reporting (SDR) system any maintenance deficiency identified in 14 CFR Part 21.3(c), 135.415, 135.417 or as requested by the government for what it considers a significant discrepancy.
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(b) Following the occurrence of a mishap, the CO or designated representative will evaluate whether noncompliance or violation of provisions of the contract, the FAA applicable to the Contractor's operations, company policy, procedures, practices, programs, and/or negligence on the part of the company officers or employees may have caused or contributed to the mishap.

(c) The Contractor shall develop, maintain and utilize 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 contract. When the CO, in conjunction with the agency Aviation Safety Manager determines the safety programs do not adequately promote the safety of operations, the Government may terminate the contract for cause as provided in the "Contract Terms and Conditions" when factors indicate a lack of compliance. Examples of such termination causal factors are (1) personnel activities, (2) maintenance, (3) safety and risk management, and (4) compliance with regulations.

(d) The Contractor shall fully cooperate with the CO in the fulfillment of this clause. The CO may suspend performance of this contract work, during the evaluation period used to determine cause as stated above. Upon request of the government, the contractor will provide copies of CVR, FDR, OLMS, etc. data following a mishap or at the discretion of the government.

(e) Contractors Stand-Down or Deactivation

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

(2) The Contractor shall also notify the Contracting Officer by telephone, followed up with a written notification (email or letter) to the Contracting Officer of the planned reactivation date for each of the affected aircraft. The Contractor's verbal and written notifications shall include the tail number(s) of all of the reactivated aircraft, the rationale/corrective action plan (if applicable), and the date(s) of the reactivation(s).

(3) Once a Contracting Officer has been officially notified of a Contractor implemented stand-down and/or deactivation, the Contracting Officer shall notify the appropriate Government officials accordingly.

C-18 MISHAPS

(a) Reporting

(1) While operating under this contract the contractor must immediately, and by the most expeditious means available, notify the NTSB AND the appropriate agency Aviation Safety Manager (ASM) when an "Aircraft Accident" or NTSB reportable "Incident" occurs.

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

1-888-4MISHAP (1-888-464-7427)
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(b) Forms Submission

(1) Following an "Aircraft Accident" or when requested by the NTSB following notification of a reportable "Incident," the Contractor must provide the agency Air Safety Investigator with information necessary to complete a NTSB Form 6120.1/2 "Pilot/Operator Aircraft Accident Report”.

(2) The Contractor must also submit a "SAFECOM" within 2 days of an accident. SAFECOM is the agency confidential aviation safety reporting system for accident prevention. It is a tool used to encourage the reporting of any condition, hazard, mishap, observance, act, maintenance problem, or circumstance that has the potential to cause an aviation or aviation-related mishap. Data obtained from the system is monitored to identify emerging hazards, share critical safety information, document and track safety issues and identify training needs. It is also used for reporting positive safety actions and mishap prevention measures.

The SAFECOM system is not intended for initiating punitive or disciplinary actions and is not to be used for claims or contract evaluation /determination purposes. The goal of the SAFECOM system is to create a reporting culture that encourages open and honest reporting that improves the safety of aviation operations. SAFECOMs should be utilized in tailgate safety sessions, after action reviews, and briefings only after they have been properly managed through the system.

Submitting a SAFECOM is not a substitute for “on-the-spot” correction(s) to a safety concern. It is imperative that safety issues be addressed at the local level as well as being documented in a SAFECOM. SAFECOM managers at all levels may have additional corrective actions and input.

SAFECOM managers at all levels are responsible for protecting personal data and sanitizing SAFECOMs prior to any distribution and/or posting to the public. The SAFECOM system contains Personal Identifiable Information (PII) which is subject to the Privacy Act of 1974, 5 U.S.C. § 552a that must be protected and safeguarded. In the event of an accident, NTSB law 49 CFR 831.11 & 831.13 which respectively, specify certain criteria for participation in NTSB investigations and limitations on the dissemination of investigation information applies.

In order for SAFECOM’s to be effective as an accident prevention tool, they should be reported as soon as possible to the agency with operational control of the aircraft at the time of the event. SAFECOMs can be submitted online at www.safecom.gov or via phone at 888-464-7427. Hard copies of the OAS-34/FS-5700-14 form can be faxed to OAS at 208-433-5007; USFS at 208-387-5735 or submitted through the Unit/Forest Aviation Officer.

(c) Wreckage Preservation

(1) The Contractor shall not permit removal or alteration of the aircraft, aircraft equipment, including fuel servicing vehicle, records following an "Aircraft Mishap" 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.
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(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 Contract. Further, the Contractor fully agrees to cooperate with the USFS during an investigation and make available personnel, personnel records, aircraft records, and any equipment, damaged or undamaged, deemed necessary by the USFS. Following a mishap, the Contractor shall ensure that personnel (Pilot, mechanics, etc) associated with the aircraft will remain in the vicinity of the mishap until released by the CO.

(e) Related Costs

The NTSB or USFS 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-Contract availability, and return transportation of any items disassembled by the USFS.

(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.
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(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

(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), normally worn around the neck and over the shoulders only, shall be worn by each individual on board the helicopter when conducting operations beyond power-off gliding distance to shore, and during all bucketed or tanked firefighting operations. Personal flotation devices that are normally worn around the waist, which need to be pulled up and over the helmet for use, are not permitted. Acceptable personal flotation devices types are; normally worn around the neck and over the shoulders, must be CO2 cartridge deployable, and have a manual inflation valve installed. Personal flotation devices should be serviced annually for damage, operation, and condition.

(2) Automatic inflation (water activated) personal flotation devices shall not be allowed.
(f) Contractor will provide USFS approved personal fire shelters (spec. 5100-606) for all contractor personnel covered under this contract. Instruction in the use of shelter deployment shall be provided by the contractor and be verified by the Helicopter Manager. Shelter deployment training shall be completed yearly. The condition and care of the shelter will meet USFS standards. Fire shelter shall be on-board the helicopter at all times while under contract and included in the equipped weight (8 lbs). Ground crews shall have fire shelters readily available for use if needed.

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 agreement and any renewal thereof, an inspection of the contractor's equipment and personnel will be made prior to any use. Inspections may be scheduled by mutual agreement between the Contracting Officer and the Contractor. Inspection priority and determination of need shall be at the government's discretion. The inspection will take place at the contractor's facility 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 certificate number will be recorded. The list shall be similar to that shown in AC 43-9c, 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 43-9c, 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 Contract, 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/Contract

(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 Contract, 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 0r OAS Form 64B)

(ii) Completed “Flight Hour Requirements & Experience Verification form”. (See Exhibit 18)

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


(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.
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(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) 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. At time of evaluation, should have a copy of submission for proof.

(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 contract)

Completed “Pilots Qualifications and Approval Record”. (USFS Form FS-5700-20a or OAS 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;
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(A) Operations Training; 1.0 hour Minimum
Company policies & procedures, Operations Specifications, HazMat, contract 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., longline 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
(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. Evaluations will be conducted in the Make and Model furnished for the contracts. If the contractor requests additional make and model approvals, the pilot must be qualified in accordance with C-12 and must pass an evaluation flight in the additional aircraft if any of the items below apply:

(1) Initial carding in Make and Model

(2) Initial carding in type (type I, II, or III)

(3) Initial carding in that seating position (left to right or right to left)
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(4) Interagency approval for make and model has lapsed by more than 12 months.

(5) Required by the Helicopter Inspector Pilot, or Contracting Officer

(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.

(e) Reserved

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 contract period the CO may require, but is not limited to inspections/weighing/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 CONTRACT PERIOD AND RENEWAL OPTION

The contract period shall extend from date of the award through April 30, 2019. However, at the option of the Government, the contract may be renewed for an additional 1 year option period, not to exceed three (3) option periods provided that the CO serves notice of intent to renew at least 60-days prior to contract expiration. The renewal will be with the same terms and conditions. Availability shall be offered for base year and each optional renewal period (See Section B, Schedule of Items); however, the non fuel portion of the Government established flight rate will be subject to the provisions of Section D, Economic Price Adjustment Clause.

C-25 MANDATORY AVAILABILITY PERIOD (MAP) INCLUDING EXTENDED AND OPTIONAL USE

(a) MAP will begin on the date stipulated in the Schedule of Items unless:
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(1) The Government fails to award the contract at least 10 days prior to the established start date

OR

(2) By mutual consent, a new starting date is established. When a new starting date is established, the number of net days in the availability period will remain the same.

(b) Extended Use. The MAP may be extended on a day-to-day basis either prior to the starting date or subsequent to the ending date set forth in the Schedule of Items provided that no break in service occurs and that such extension is agreed to by both parties in writing prior to extension and that all terms, conditions, and specifications contained in this contract apply.

(c) During the MAP and any extensions thereof, availability is required 14 hours each day beginning at start of morning civil twilight unless otherwise specified by the Contracting Officer. Contracts requiring night capability require 24-hours per day availability.

(d) Pre/Post MAP. When a break in service occurs, outside of the MAP or extended use, the aircraft may be hired under the optional use period clause. (Payment will be in accordance with C-32 Payment for Service in the Optional Use Period.) Availability begins when the aircraft departs from point of hire.

C-26 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 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.
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(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.

(5) **Additional maintenance days for scheduled maintenance.** During the MAP, contractor may, with the approval of the CO, elect to use two (2) additional non-paid calendar days for the accomplishment of scheduled maintenance. These two (2) days need not be consecutive; however they will each be full calendar days. Contractor shall request approval from the CO at least 48 hours prior to the initiation of the additional scheduled maintenance days. Contractor will not be assessed unavailability for performance purposes (clause C-27 (a))

C-27 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 Contract. 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 Contract when the conditions in C-16 Flight and Duty Limitations occur.

(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.
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(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-28 PAYMENT PROCEDURES

(a) 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.

(b) 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 half of the month will be processed about the 1st of the following month.

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

(c) Upon completion of the Availability Period or any extension thereof, final payment will not be made until all Government-furnished property has been returned and a Contract Release form (as applicable) has been completed. The final Flight Use Invoice payment will be accompanied by the completed Contract Release and Transfer of Property.

C-29 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.

C-30 PAYMENT FOR AVAILABILITY

(a) Payment of availability will be made at the applicable daily rate in the Schedule of Items and will be recorded in ABS as appropriate.

(b) The Government will pay daily availability as specified in this section. The maximum amount of availability to be earned per day is the daily availability offered amount.
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(c) Availability for helicopters and crewmembers (maximum 14-hours-single crew) will be ordered, measured, and recorded each day.

C-31 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.

C-32 PAYMENT FOR SERVICE IN THE OPTIONAL-USE PERIOD

(a) Daily Availability Rate plus Specified Flight Rate Method

(1) The Contractor will be paid for availability and flight in accordance with C-30, Payment for Flight and C-31, Payment for Availability.

(2) Unavailability will be deducted in accordance with C-27, Unavailability.

(3) Any additional payments will be made in accordance with C-43, Miscellaneous Costs to the Contractor.

OR

(b) Optional-Use Hourly Flight Rate Method for other than fire suppression missions

(1) Services may be ordered for short periods of time (normally 1-day or less) to accomplish project work.

(2) When service is ordered under the Optional Use Flight Rate specified in the Schedule of Items, payment will be made only for actual flight time performed. Daily availability rate is not applicable. When the Optional Use Flight Rate is in effect and when the project extends for more than 1-day, incurred Remain-Over-Night (RON) costs will be reimbursed in accordance with the Federal Travel Regulations (FTRs).

(3) Services may also be ordered under the Daily Availability Rate specified in the Schedule of Items, plus the flight rate specified (Exhibit 12, Helicopter Services Hourly Flight Rates, Fuel Consumption, and Weight Reduction Chart). For CWN, when Daily Availability payment is used, RON fees are not applicable.

(4) The method of payment shall be established prior to the start of the project. The selected method of payment will be used for the duration of the project.
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(5) The Contractor will be paid at the optional-use hourly offered price for the actual hours flown or a minimum of 2 (two) hours per day, whichever is greater.

(6) If the aircraft becomes unavailable, actual flight time will be paid. The 2-hour minimum does not apply in this case.

(c) Ferry time of aircraft to and from the point of hire from the Contractor’s base of operations or current aircraft location, whichever is closer, will be paid at the applicable flight rate. If a fuel servicing vehicle is required, mileage to and from the point of use from the Contractor’s base of operations or current location that the fuel servicing vehicle is stationed, whichever is closer, will be paid at the rates stipulated in C-38, Payment for Fuel Servicing Vehicle Mileage.

C-33 ORDERING AND PAYMENT FOR ADDITIONAL PERSONNEL

(a) Personnel

(1) A lump sum payment of $ per day for travel days and workdays as compensation for each additional pilot or crewmember will be paid. This does not apply to relief crews brought in by the contractor on primary pilot or crews’ mandatory days off. This compensation is only for double crews ordered by the Government.

(2) In addition to the $ per day, an overnight allowance will be paid when authorized. Extended standby does not apply to additional crewmembers ordered under this clause.

(3) Payment of necessary and reasonable transportation costs to and from the location of the aircraft is authorized. Itemized receipts shall support claims for reimbursement and shall be kept on file by the contractor. Copies of receipts shall be provided to the government upon request.

C-34 RESERVED

C-35 REIMBURSEMENT FOR MOBILIZATION AND DEMOBILIZATION COSTS

The Contractor is responsible for all mobilization and demobilization costs to the initial host base and from the final host base location. When the initial dispatch is to an alternate base, the Government shall be entitled to the equivalent of one round trip at no cost from the Contractor’s home base to the initial host base and return from the final host base.

C-36 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-37 LODGING & MEALS

No charge will be made for lodging or meals furnished by the Government.
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C-38 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) For CWN or outside the Exclusive Use MAP period, 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) For Exclusive Use the fuel-servicing vehicle will be paid mileage when it is dispatched by the Government to give service support to helicopters away from the host base as follows:

Vehicle Mileage Schedule

- 
- 
- 
- 

C-39 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 Contract 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.
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C-40 PAYMENT FOR WATER ENHANCERS CONCENTRATE

(a) Payment for approved water enhancers 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 water enhancers concentrate provided by the Contractor shall be on the list of Approved water enhancer products found at the following website: www.fs.fed.us/rm/fire.

C-41 PAYMENT FOR COSTS AWAY FROM THE HOST BASE

(a) When Contractor's aircraft is dispatched away from the host base, the Government will authorize payment for additional necessary and reasonable costs involved in transporting authorized relief crewmembers to and from alternate bases when approved in advance by the Contracting Officer. These costs are limited to the actual transportation of the individual; i.e. airplane tickets, car rentals, etc.. Salary costs for the Contractor's employee(s) while in travel status is not a cost for which the Government will reimburse the Contractor.

(b) The Contractor will be reimbursed for the difference between the normal cost of transportation from the CONTRACTOR'S BASE OF OPERATIONS to the HOST BASE and the CONTRACTOR'S BASE OF OPERATIONS to the ALTERNATE BASE.

(c) Prior to the Mandatory Availability Period the Contractor shall provide the Contracting Officer with a written statement that itemizes the normal cost of transportation from the Contractors Base of Operations to and from the host base. See Section B.

(d) If the Government does not authorize such payment, no deduction will be made for unavailability incurred because of personnel duty limitations.

(e) Payment of necessary and reasonable transportation costs to and from the location of the aircraft is authorized. Itemized receipts must support claims for reimbursement and must be kept on file by the contractor. Copies of receipts shall be provided to the government upon request.

C-42 PAYMENT FOR OVERNIGHT ALLOWANCE

(a) Overnight allowance will be paid equal to the current standard maximum rate that is allowed (or high rate, if applicable) as established by the Federal Travel Regulation (FTR) for each authorized crew member for every night assigned to an alternate base or at its option may provide meals/and or lodging. A list of localities where high rates are authorized is available upon request.

Crewmembers who elect to return to the host base by alternate means rather than remain overnight with the helicopter will not be paid an overnight allowance.

(b) Overnight allowance will not be paid when the aircraft is assigned to its Host Base during the Mandatory Availability Period and any extension thereof where no break in service occurs.

(c) The Government will pay the Contractor an overnight allowance equal to the current standard maximum rate that is allowed (or high rate, if applicable) as established by the Federal
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Travel Regulations (FTR) or at its option may provide meals and/or lodging. A list of localities where rates are authorized is available upon request.

(d) If partial overnight allowance is provided by the Government, the Contractor will be reimbursed at current FTR rates for the portion that is Contractor provided. Current rates are available at www.gsa.gov.

(e) If the Contractor elects to not utilize Government provided lodging, there is no reimbursement for lodging or transportation costs incurred by the Contractor.

(f) If the FTR rate changes, the change in overnight allowance to the Contractor will become effective on the effective date of the FTR change.

(g) Overnight allowance may also be applicable to primary crewmembers that are unable to return from the field.

(h) The Contractor may claim overnight lodging, Meals and Incidental Expenses (M & IE) using either of the two following methods:

   (1) Payment of the Standard or High Rate, if applicable EXCLUDING lodging tax does not require lodging receipts.

   (2) Payment of actual lodging amount and M & IE rate not to exceed the maximum FTR rate PLUS lodging tax. 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-43 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 Contract 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-44 RESERVED

C-45 DEFINITIONS

As used throughout this contract, the following terms shall have the meaning set forth below:
SECTION C
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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 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.
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Base Cost: The portion of the flight rate that is constant throughout the contract period and not affected by changes in fuel prices. Adjustments to the base cost will be made annually by the CO.

Call-When-Needed: A term used to identify the furnishing of services on an “as needed basis” or “intermittent use” in government procurement contracts. 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 Contract.

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 contract (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 contract (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.


Ferry Flight: Movement of helicopter under its own power from point-to-point.
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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."

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

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

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.


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

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.
SECTION C
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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 Rappel 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: Use 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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DESCRIPTION/SPECIFICATIONS/EXHIBITS

Type I (Heavy) Helicopter: 15 or more passenger seats or 5,000 lbs payload and 700 gallons retardant or water capacity and a Maximum Gross takeoff/landing weight of 12,501+ pounds.

Type II (Medium) Helicopter: Between 9 to 14 passenger seats or 2,500 to 4,999 lbs payload and 300 to 699 gallons retardant or water capacity and a Maximum Gross takeoff/landing weight of 6000 to 12,500 pounds.

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 and a Maximum Gross takeoff/landing weight of 6000 pounds.

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.


C-46 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
BOA  Basic Ordering Agreement
CAB  Civil Aeronautics Board
CG  Center of Gravity
CO  Contracting Officer
CFR  Code of Federal Regulations
COR  Contracting Officer’s Representative
COTR  Contracting Officer’s Technical Representative
CVR  Cockpit Voice Recorder
CWN  Call-when-Needed (Contract)
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
<table>
<thead>
<tr>
<th>Acronym</th>
<th>Full Form</th>
</tr>
</thead>
<tbody>
<tr>
<td>FDR</td>
<td>Flight Data Recorder</td>
</tr>
<tr>
<td>FPMR</td>
<td>Federal Property Management Regulations</td>
</tr>
<tr>
<td>FSS</td>
<td>Flight Service Station</td>
</tr>
<tr>
<td>GPM</td>
<td>Gallons-Per-Minute</td>
</tr>
<tr>
<td>HIP</td>
<td>Helicopter Inspector Pilot</td>
</tr>
<tr>
<td>HOS</td>
<td>Helicopter Operations Specialist</td>
</tr>
<tr>
<td>IATB</td>
<td>Interagency Airtanker Board</td>
</tr>
<tr>
<td>ICAO</td>
<td>International Civil Aviation Organization</td>
</tr>
<tr>
<td>IFR</td>
<td>Instrument Flight Rules</td>
</tr>
<tr>
<td>IMC</td>
<td>Instrument Meteorological Conditions</td>
</tr>
<tr>
<td>MAP</td>
<td>Mandatory Availability Period/Availability Period</td>
</tr>
<tr>
<td>M&amp;IE</td>
<td>Meals and Incidental Expenses</td>
</tr>
<tr>
<td>MSL</td>
<td>Mean Sea Level</td>
</tr>
<tr>
<td>NTSB</td>
<td>National Transportation Safety Board</td>
</tr>
<tr>
<td>NOTAM</td>
<td>Notice to Airmen</td>
</tr>
<tr>
<td>OAS</td>
<td>Office of Aviation Services</td>
</tr>
<tr>
<td>OLMS</td>
<td>Operational Load Monitoring System</td>
</tr>
<tr>
<td>PA</td>
<td>Public Address System</td>
</tr>
<tr>
<td>PASP</td>
<td>Project Aviation Safety Plan</td>
</tr>
<tr>
<td>PIC</td>
<td>Pilot-in-Command</td>
</tr>
<tr>
<td>PTT</td>
<td>Push-To-Talk</td>
</tr>
<tr>
<td>RADS</td>
<td>Rope Assisted Delivery System</td>
</tr>
<tr>
<td>RAO</td>
<td>Regional Aviation Officer</td>
</tr>
<tr>
<td>RASM</td>
<td>Regional Aviation Safety Manager</td>
</tr>
<tr>
<td>RON</td>
<td>Remain-Over-Night</td>
</tr>
<tr>
<td>SIC</td>
<td>Second-in-Command/Co-Pilot</td>
</tr>
<tr>
<td>SPCC</td>
<td>Spill Prevention, Control and Countermeasure Plan Requirements</td>
</tr>
<tr>
<td>STC</td>
<td>Supplemental Type Certificate</td>
</tr>
<tr>
<td>TBO</td>
<td>Time between Overhaul</td>
</tr>
<tr>
<td>TCAS</td>
<td>Traffic Collision Avoidance System</td>
</tr>
<tr>
<td>TSO</td>
<td>Technical Standard Order</td>
</tr>
<tr>
<td>UAM</td>
<td>Unit Aviation Manager</td>
</tr>
<tr>
<td>UAO</td>
<td>Unit Aviation Officer</td>
</tr>
<tr>
<td>USFS</td>
<td>United States - Forest Service</td>
</tr>
<tr>
<td>VFR</td>
<td>Visual Flight Rules</td>
</tr>
<tr>
<td>VNE</td>
<td>Velocity Never Exceed</td>
</tr>
<tr>
<td>VSWR</td>
<td>Voltage Standing Wave Ratio</td>
</tr>
</tbody>
</table>
EXHIBIT 1 - FIRST AID KIT AERONAUTICAL (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:

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Passenger Seats (0 – 9)</th>
<th>Passenger Seats (10 – 50)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adhesive bandage strips (3 inches long)</td>
<td>8</td>
<td>16</td>
</tr>
<tr>
<td>Antiseptic or alcohol wipes (packets)</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>Emergency trauma dressing, (4-inch)</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>Triangular bandage compresses, 40 inch (slings)</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>Roller bandage, 4 inch x 5 yards (gauze)</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>Adhesive tape, 1 inch x 5 yards (standard roll)</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>EMT trauma shears</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Body Fluids Barrier Kit:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>▪ 2-pair of latex gloves</td>
<td></td>
<td></td>
</tr>
<tr>
<td>▪ 1-face shield</td>
<td></td>
<td></td>
</tr>
<tr>
<td>▪ 1-mouth-to-mouth barrier</td>
<td></td>
<td></td>
</tr>
<tr>
<td>▪ 1-protective gown</td>
<td></td>
<td></td>
</tr>
<tr>
<td>▪ 2-antiseptic towelettes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>▪ 1-biohazard disposal bag</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: Splints are recommended if space permits.

The kit’s contents which have expiration dates shall not be acceptable if past their expiration dates.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 2 - SURVIVAL KIT AERONAUTICAL (LOWER 48) (C-4)
The contents shall include the following minimum items:

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

Suggested Survival Kit Items Dependent Upon Terrain and Climate:

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

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.

The kit’s contents which have expiration dates shall not be acceptable if past their expiration dates.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 3 - ALASKA, CARIBBEAN, CANADA, AND MEXICO SUPPLEMENT (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:

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

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:

<table>
<thead>
<tr>
<th>Item</th>
<th>Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pair of Snowshoes (1)</td>
<td>Sleeping bag per two occupants (1)</td>
</tr>
<tr>
<td>Wool blanket or equivalent for each occupant over 4-years of age (1)</td>
<td></td>
</tr>
</tbody>
</table>
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

<table>
<thead>
<tr>
<th>Avgas</th>
<th>Jet Fuel</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
<td>Jet A</td>
</tr>
<tr>
<td>100LL</td>
<td>Jet A-50</td>
</tr>
<tr>
<td></td>
<td>Jet B</td>
</tr>
<tr>
<td></td>
<td>Jet-4 or JP-5 or JP-8</td>
</tr>
</tbody>
</table>

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.
(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 contract 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 [FCJ], 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.
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

The kit's contents which have expiration dates shall not be acceptable if past their expiration dates.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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-C22g. Restraint system eligible for installation in aircraft may be identified by the marking TSO-C22g, 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:

<table>
<thead>
<tr>
<th>Webbing</th>
<th>Hardware</th>
<th>Stitching</th>
<th>TSO Tags</th>
</tr>
</thead>
<tbody>
<tr>
<td>Frayed (5%)</td>
<td>Inoperable</td>
<td>Broken</td>
<td>Missing</td>
</tr>
<tr>
<td>Torn</td>
<td>Damaged</td>
<td>Excessive Wear</td>
<td>Illegible</td>
</tr>
<tr>
<td>Crushed</td>
<td>Corroded</td>
<td>Missing</td>
<td></td>
</tr>
<tr>
<td>Swollen</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Creased</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deteriorated</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

References:

14 CFR 91.205
14 CFR 21.607
AC 21-34
TSO-C22g
TSO-C114
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

NOTE: For Tank Operations reference C-10 (e) (4)

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

One (1) externally/externally mounted baffled, fixed suppressant/retardant delivery tank. With a capacity commensurate with the maximum related lifting capability of the helicopter equipped with the tank at sea level on a standard day, meeting or exceeding the following specification:

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) (Not required for hover draft operations.)

   (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.

4. Controls (All controls for tank system shall be labeled as to function.)

   (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 unless tank STC requires a different switch location.

   (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) **Reserved**

(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.

(6) **For Type II and Type III helicopters**

(i) 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.

(ii) Extended Height landing gear that ensures a minimum of 12 inches clearance between the 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.

(7) **For Type II Standard Category helicopters**

(i) Snorkel will be removable.

(ii) Snorkel assembly will be Supplemental Type Certificated (STC) to allow for personnel transport with the snorkel in the stowed position during day time operations.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 5 - ADDITIONAL SUPPRESSION/PRESCRIBED FIRE EQUIPMENT (C-4 (d) (7), C-4 (d) (18), C-10 (e)) (Continued)

(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.

(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 water enhancer 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 water enhancers dispensing unit shall be compatible with all water enhancers. Materials shall be resistant to corrosion, erosion, etching, or softening. To evaluate the materials, submerge in water enhancers 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.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 5 - ADDITIONAL SUPPRESSION/PRESERVED FIRE EQUIPMENT (C-4 (d) (7), C-4 (d) (18), C-10 (e)) (Continued)

(7) Water Enhancers 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.

(8) Power
Power shall be supplied by the auxiliary power connector.

(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 Water Enhancers 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 Contract.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 5 - ADDITIONAL SUPPRESSION/PRESCRIBED FIRE EQUIPMENT (C-4 (d) (7), C-4 (d) (18), C-10 (e)) (Continued)

(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.

(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) 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:

<table>
<thead>
<tr>
<th>Type I (Heavy)</th>
<th>4,500 lbs to 30,000 lbs or greater</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type II (Medium)</td>
<td>1,600 lbs to 4,500 lbs</td>
</tr>
<tr>
<td>Type III (Light)</td>
<td>750 lbs to 1,600 lbs</td>
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SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

(C) 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.

(D) 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.

(E) Maintenance and Inspections

Manufacturer’s recommended maintenance and inspection procedures shall be complied with.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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.

(b) One black and one white blade.

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

(d) Paint schemes and color variations specified by manufacturer in a service bulletin, instructions, or other manufacturer published document or text.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 7 - RESERVED
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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 USDA-OAS 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.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

(b) Equipment

(1) Each aircraft fuel servicing tank vehicle shall have two fire extinguishers, each having a rating of 20-B: C (more than 20 is acceptable) 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.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

(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. (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 050970M2 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.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

(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 contract regardless of bulk storage container (tank) size.

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

(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 Contract 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.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

(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.

(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. (Not required for closed circuit fueling systems.)

(2) During Helicopter Fueling Process

(i) Check sight gauge for water, if equipped

(ii) Visually inspect fueler for leaks. Repair as necessary.

(iii) Note differential pressure reading.

(3) Weekly

(i) With pump operating, pressure flush filter assembly. Continue flush operation until sample is clear, clean, and bright.

(ii) Reserved

(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
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

(C) Tank Sump

(ii) Differential pressure

(iii) Filter change (reason & date)

(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 contract 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.


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 contract consideration, the below specifications shall be in effect.
(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.

EXHIBIT 9 - OPERATIONS AND SAFETY PROCEDURES GUIDE FOR HELICOPTER PILOTS

It is important for Contract pilots to be familiar with the Contract specifications. See Forest Service website: [http://www.nifc.gov/aviation/av_documents/av_helicopters/SafetyBrief.pdf](http://www.nifc.gov/aviation/av_documents/av_helicopters/SafetyBrief.pdf)

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
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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 contract pilots receive this training before applying for Agency Special Use approval. Each contract 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-feet) 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

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

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
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.

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<th>Model</th>
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## SECTION C
**DESCRIPTION/SPECIFICATIONS/EXHIBITS**

**EXHIBIT 12 - HELICOPTER SERVICES HOURLY FLIGHT RATES, FUEL CONSUMPTION, AND WEIGHT REDUCTION CHART (B-1, B-3 (a), C-10 (a) (6), C-34 (b) (3), C-36 (a))**

FOR CONTRACTS AWARDED 2018 - 2021 (CWN/Exclusive Use) – (For Contracts Awarded 1/1/2018 and After)

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**AVERAGE GALION PRICE**: $4.54
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 13 - INTERAGENCY HELICOPTER LOAD CALCULATION (B-3, C-2 (a) (3), C-10 (a) (6), 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.

An Out of Ground (OGE) power check will be performed for either the takeoff or landing, whichever is most restrictive. Refer to Tech Bulletin No. IATB 17-01, dated November 10, 2016. Bulletins can be found at:


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

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

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

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

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

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

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

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.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 13 - INTERAGENCY HELICOPTER LOAD CALCULATION (B-3, C-2 (a) (3), C-10 (a) (6), C-10 (b) (2)) (Continued)

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

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


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. Refer to Tech Bulletin No. 2011-03, dated September 14, 2011. Bulletins can be found at:

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.
### Exhibit 13 - Interagency Helicopter Load Calculation (B-3, C-2 (a) (3), C-10 (a) (6), C-10 (b) (2)) (Continued)

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**Departure**

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**Helicopter Equipped**

**Flight Crew Weight**

**Fuel WT** (gallons X __ lbs per gal.)

**Operating Weight** (3 + 4 + 5)

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<td>HIGE</td>
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<tr>
<td>HOGE</td>
<td>HOGE-J</td>
</tr>
</tbody>
</table>

**Performance Ref**

(List page/chart from FM)

**Comp Gross WT**

(FM Performance section)

**WT Reduction**

(Req for all Non-Jettisonable)

**Adjusted Weight**

(7a minus 8)

**Gross WT Limit**

(FM Limitations Section)

**Selected Weight**

(Lowest of 9 or 10)

**Operating Weight**

(From Line 8)

**Allowable Payload**

(11 minus 12)

**Passengers/Cargo Manifest**

**Actual Payload**

(Total of all weights listed in item 14)

Line 15 must not exceed Line 13 for the intended mission

**HazMat**

Pilot Signature

Yes_ No_

Manager Signature
# SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

## EXHIBIT 14 - HELICOPTER AND FUEL SERVICE TRUCK PRE-USE CHECKLIST

### GENERAL
- **Date:**
- **Aircraft Make/Model:**
- **N #:**
- **Vendor:**
- **Pilot(s) Name(s):**
- **Card Expiration Date(s):**
- **Pilot(s) Carded For Intended Mission(s)?** [ ] Yes [ ] No
- **A/C Card Expiration Date:**
- **A/C Carded For Intended Missions:** [ ] Yes [ ] No
- **Departure Hobbs Reading:**
- **Arrival Hobbs Reading:**
- **Copy of Contract on Board Aircraft:** [ ] Yes [ ] No
- **Hazard Mat/ Hazmat/ Exemption/ ERG:** [ ] Yes [ ] No

### LOGBOOK REVIEW
- **50/100-Hr., Progressive, Or Other Inspection Program Up-To-Date:** [ ] Yes [ ] No
- **Entries Indicating Damage To Aircraft:** [ ] Yes [ ] No
- **Form HSM-5 “Turbine Engine Performance Analysis” Onboard Aircraft:** [ ] Yes [ ] No
- **Power Check Completed/Results Satisfactory:** [ ] Yes [ ] No
- **Comments:**

### CONDITION OF HELICOPTER

<table>
<thead>
<tr>
<th>Item</th>
<th>OK</th>
<th>Document Inoperable Or Damaged Equipment (Dents, Tears, Leaks, Etc.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Skin and Exterior</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Windows</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Doors</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Upholstery</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cargo Compartment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Skids/Wheels</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fixed Tank</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
- **Comments:**

### REQUIRED HELICOPTER EQUIPMENT INSTALLED AND OPERATIVE (CONSULT CONTRACT)

<table>
<thead>
<tr>
<th>Item</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Seat Belts and Harnesses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hi-Visibility Paint on Main Rotor Blades</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VHF-FM Radio</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VHF-AM 760 Channel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Auxiliary Radio Adapter</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GPS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>High Skid Gear</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nine-Pin Connector (Type II and III Helicopters)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Strobe Light(s)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Survival Kit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>First Aid Kit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire Extinguisher(s)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cargo Hook</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Convex Mirror</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Buckets (Appropriate Sizes)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Anti-Theft Security Measures in Place</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
- **Comments:**

### REQUIRED SERVICE TRUCK EQUIPMENT INSTALLED AND OPERATIVE (CONSULT CONTRACT)

<table>
<thead>
<tr>
<th>Item</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spare Set of Filters</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire Extinguisher(s) Current Inspection</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hazmat Marking and Placards</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inspection Sticker</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Filter Change Data Placarded</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bonding Cables</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fuel Quality Control Log</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Absorbent Materials for Spills</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
- **Beginning Odometer Reading:**
- **Comments:**

### Signature of Inspecting Govt. Representative & Pilot
- **Print Name:**
- **Date:**

---

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## SECTION C
### DESCRIPTION/SPECIFICATIONS/EXHIBITS

### EXHIBIT 15 - PERFORMANCE REPORT

<table>
<thead>
<tr>
<th>U.S. FOREST SERVICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>INCIDENT SUPPORT BRANCH</td>
</tr>
<tr>
<td>3833 S. DEVELOPMENT AVE</td>
</tr>
<tr>
<td>BOISE, IDAHO 83705-5354</td>
</tr>
<tr>
<td>Phone 208-387-5665</td>
</tr>
<tr>
<td>Fax 208-387-5384</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>U.S. DEPARTMENT OF INTERIOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>IBC ACQUISITION SERVICES</td>
</tr>
<tr>
<td>300 E MALLARD DR SUITE 200</td>
</tr>
<tr>
<td>BOISE, ID 83706</td>
</tr>
<tr>
<td>Phone 208-433-5026</td>
</tr>
<tr>
<td>Fax 208-433-5030</td>
</tr>
</tbody>
</table>

### EVALUATION REPORT ON CONTRACTOR PERFORMANCE

```
"""
CPARS Compatible Format"
```

### SOURCE SELECTION INFORMATION

NOT FOR PUBLIC RELEASE (see FAR 3.104 & 42.1503)

Mail to: eu_cpars@fs.fed.us

### CONTRACT NO.

<table>
<thead>
<tr>
<th>AGENCY / USER</th>
<th>CONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS</td>
<td></td>
</tr>
<tr>
<td>CITY / STATE/ ZIP</td>
<td>PERIOD OF PERFORMANCE</td>
</tr>
<tr>
<td>CONTRACT COR</td>
<td>LOCATION OF PERFORMANCE</td>
</tr>
</tbody>
</table>

### AIRCRAFT FLIGHT SERVICES

- ☐ AIRPLANE
- ☐ HELICOPTER
- ☒ AIR TANKER

### AIRCRAFT TYPE

### CONTRACT EFFORT DESCRIPTION

- ☐ EXCLUSIVE USE
- ☐ CALL WHEN NEEDED
- ☐ FIRE MANAGEMENT
- ☒ RESOURCE
- ☐ MAINTENANCE
- ☒ OTHER MISSION - specify:

### INSTRUCTIONS:
This form can be completed on the computer or printed and completed by hand. Use the mouse to navigate. To check or uncheck a box, ‘double click’ the box. If further direction is required on how to complete this evaluation or where to submit it, please contact your Contracting Officer. Comment boxes are formatted to automatically wrap the entered text. Check the box that best describes the level in which the Contractor supported the area described. Comments are essential and must substantiate your rating selection. N/A = not applicable. If additional space is required, use page 2 of the form or attach additional page(s).

SEE PAGE 4 FOR EVALUATION RATINGS DEFINITIONS

### 1. Quality
Contractor was professional and conformed to contract requirements. Was capable, efficient and effective in supporting the programs of this contract. Provided well maintained equipment and highly qualified personnel.

- ☐ N/A
- ☐ Exceptional
- ☐ Very Good
- ☒ Satisfactory
- ☐ Marginal
- ☐ Unsatisfactory

### COMMENTS:

### 2. Schedule
Contractor was prepared and available to begin work on contract start date and provided daily coverage during the contract period with little to no disruption or unavailability. Contractor kept COR informed of crew exchanges, maintenance issues, etc.

- ☐ N/A
- ☐ Exceptional
- ☐ Very Good
- ☒ Satisfactory
- ☐ Marginal
- ☐ Unsatisfactory

### COMMENTS:
### SECTION C
**DESCRIPTION/SPECIFICATIONS/EXHIBITS**

3. Cost Control. How well does the contractor control operating costs? (Check N/A if this is a Firm Fixed price or Firm Fixed Price with Economic Price Adjustment contract)

<table>
<thead>
<tr>
<th></th>
<th>N/A</th>
<th>Exceptional</th>
<th>Very Good</th>
<th>Satisfactory</th>
<th>Marginal</th>
<th>Unsatisfactory</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMENTS:</td>
<td>![Comment Icon]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Management. Contractor and on-site representatives were professional, well qualified, and committed to customer satisfaction and safety of operations. Contractor provided necessary support for key personnel and if applicable, took necessary action to correct or replace any personnel.

<table>
<thead>
<tr>
<th></th>
<th>N/A</th>
<th>Exceptional</th>
<th>Very Good</th>
<th>Satisfactory</th>
<th>Marginal</th>
<th>Unsatisfactory</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMENTS:</td>
<td>![Comment Icon]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Small Business. How does the contractor support small business? (Check N/A unless this is a large business and a subcontracting plan is required)

<table>
<thead>
<tr>
<th></th>
<th>N/A</th>
<th>Exceptional</th>
<th>Very Good</th>
<th>Satisfactory</th>
<th>Marginal</th>
<th>Unsatisfactory</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMENTS:</td>
<td>![Comment Icon]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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### SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

6. Regulatory Compliance. How well does the contractor comply with governing regulations such as the Federal Aviation Regulation or others.

<table>
<thead>
<tr>
<th></th>
<th>N/A</th>
<th>Exceptional</th>
<th>Very Good</th>
<th>Satisfactory</th>
<th>Marginal</th>
<th>Unsatisfactory</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMENTS:</td>
<td>![Comments Icon]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

7. Other – Safety. Contractor and on-site representatives attitude and efforts, as well as actual application, towards aircraft safety and general safety of operations?

<table>
<thead>
<tr>
<th></th>
<th>N/A</th>
<th>Exceptional</th>
<th>Very Good</th>
<th>Satisfactory</th>
<th>Marginal</th>
<th>Unsatisfactory</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMENTS:</td>
<td>![Comments Icon]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

8. Customer Satisfaction. Identify to what level you were satisfied with the services provided under this contract. If given the opportunity, would you hire this contractor again to accomplish a similar project? □ yes □ No

<table>
<thead>
<tr>
<th></th>
<th>N/A</th>
<th>Exceptional</th>
<th>Very Good</th>
<th>Satisfactory</th>
<th>Marginal</th>
<th>Unsatisfactory</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMENTS:</td>
<td>![Comments Icon]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

9. Other Areas:
### SECTION C
**DESCRIPTION/SPECIFICATIONS/EXHIBITS**

<table>
<thead>
<tr>
<th></th>
<th>N/A</th>
<th>Exceptional</th>
<th>Very Good</th>
<th>Satisfactory</th>
<th>Marginal</th>
<th>Unsatisfactory</th>
</tr>
</thead>
<tbody>
<tr>
<td>10. Other Areas:</td>
<td>[ ]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Other Areas:</td>
<td>[ ]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12. Other Areas:</td>
<td>[ ]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Additional comments to support your response to any item above or other items (will not be posted on CPARS website)

Name, Title of Individual Completing this Form (include agency, phone and electronic address)

Signature
### SECTION C
**DESCRIPTION/SPECIFICATIONS/EXHIBITS**

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

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

Daniel W. Simms
Division of Wage
Determinations
Wage Determination No: 1995-0222
Revision No: 41
Date Of Revision: 12/30/2016


Note: Executive Order (EO) 13658 establishes an hourly minimum wage of $10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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.

<table>
<thead>
<tr>
<th>OCCUPATION CODE - TITLE</th>
<th>FOOTNOTE</th>
<th>RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>31010 - Airplane Pilot</td>
<td></td>
<td>28.36</td>
</tr>
<tr>
<td>(not set) - First Officer (Co-Pilot)</td>
<td></td>
<td>25.82</td>
</tr>
<tr>
<td>(not set) - Aerial Photographer</td>
<td></td>
<td>14.17</td>
</tr>
</tbody>
</table>


ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $4.27 per hour or $170.80 per week or $740.13 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)
SECTION C
DESCRIPTION/SPECIFICATIONS/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): $1.69 per hour, or $67.60 per week, or $292.93 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 $4.27 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, dyeing, 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 re-grading and cleaning of artillery ranges.

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

** UNIFORM ALLOWANCE **

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

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

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SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2014, unless otherwise indicated.

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 (See 29 CFR 4.6(b)(2)(i)). Such conforming procedure shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vii)). 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 the 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, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).

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 ensure 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.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

** 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/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

| REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT | U.S. DEPARTMENT OF LABOR |
| Director | EMPLOYMENT STANDARDS ADMINISTRATION |
| Daniel W. Simms | WAGE AND HOUR DIVISION |
| Division of | WASHINGTON D.C. 20210 |
| Wage Determinations | Wage Determination No.: 1995-0221 |
| Date Of Last Revision: 12/30/2016 | Revision No.: 39 |

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

- 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
- 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 Fire Safety services only.

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### SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

**EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)**

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### SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

#### EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

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SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

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**DESCRIPTION/SPECIFICATIONS/EXHIBITS**

**EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)**

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**31361 - Truckdriver, Light**

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**31364 - Truckdriver, Tractor-Trailer**

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**47000 - Water Transportation Occupations**

**47021 - Cook-Baker/Second Cook/Second Cook-Baker/Assistant Cook**

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**92000 - Non Standard Occupations**

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</table>
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $4.27 per hour or $170.80 per week or $740.13 per month

VACATION: 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. (See 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 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): $1.69 per hour, or $67.60 per week, or $292.93 per month month 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 $4.27 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, dyeing, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and powder flash 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
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other 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 (Revision 1), dated September 2014, unless otherwise indicated.

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 conforming classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedure shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(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 the 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
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

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, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(iii)).

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 ensure 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.

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. 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/EXHIBITS

EXHIBIT 17 - SUPPLEMENTAL RAPPEL REQUIREMENTS – EQUIPMENT (B-12, C-7)

Provide rappel capabilities for two rappellers deploying simultaneously.

Touchdown footprint of aircraft shall not exceed 20 X 20 feet. Applies to Type II medium helicopters.

FAA approved high skid landing gear (25 and 28 inch center measured from center cross tube) (if available by STC or aircraft manufacturer). D12-664-101 (28 inch) forward/D212-664-201(25 inch) aft cross tube height.

All aircraft shall have a compliment of 9 passenger seats installed. Bell 205/210/212/214 shall have 4 aft facing bench seat and 5 forward facing seats in the cabin area.

Bell 205/210/212 aircraft shall not be equipped with auxiliary fuel tanks.

Bell 214 helicopter may be equipped with only one right side auxiliary fuel tank which would require a "short" basket or these aircraft may be equipped with bladder style fuel tanks and no basket would be required.

Cargo restraints shall not impede movement of cargo for cargo letdown during rappel operations

ANCHORS

Source 1
Heli-Tech
190 S. Danebo Ave.
Eugene, OR 97402
Tel. 541-344-2304

- STC No. SH261WE for Bell Medium Series
- STC No. SH4547NM for Bell 206L-4
- STC No. SR00125LA-D for Eurocopter AS350 Series (Floor mounted kit)

Source 2
Aeronautical Accessories, Inc.
P. O. Box 3689
Bristol, TN 37625
Tel. 423-538-5151

- STC No. SR01336AT for Bell 407
- In addition to STC No. SR01336AT for Bell 407 the Forest Service requires STC No. SH4547NM for the purpose of a spotter attachment point in this make and model.
- STC No. SH2293SO for Bell 206L-4 cargo let-down only
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 17 - SUPPLEMENTAL RAPPEL REQUIREMENTS – EQUIPMENT (B-12, C-7) (Continued)

Rappel Anchor Inspection

The owner of the anchor is responsible for ensuring that the inspection(s) are conducted. Critical inspection of metal components can be achieved using magnaflux, x-ray, sonics or dye-penetrates. No welding or major repairs will be accomplished without prior approval of a USDA Forest Service or Department of the Interior Contracting Officer. Major repairs shall only be performed by the STC holder or manufacturer.

Rappel system must have a secondary anchor point for each rappeller to permit attachment of their safety snub strap. Strength: 300 pound working load (per attachment point), 3.5 limit load factor and all other applicable FAR load factors required (1.5 safety factor, casting factor, fitting factor, etc.)

Anchor must be located in a spot which minimizes cabin clutter and enhances the safety and efficiency of rappel and cargo-let-down operations. All rope cutting or abrading surfaces must be adequately guarded. Remediate tripping hazard for the Rappeller and Spotter.

Rappel Aircraft Anchors & Accessories

BELL 205A/205A-1/212/412/214B/214B-1
Design Owner: USDA – FS
Kit Designer: A spec

Items Required For Rappelling:
FAA approved floor protection for passenger seating area

Rappelling Kit ¹: ELAM – External Load Attachment Means Load Rating: 300 pounds per side (3.5 limit load factor, 5.25 ultimate load factor)

Installation basis ²: STC SH261WE, USFS approval status: Final (MTDC/NIFC)
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 17 - SUPPLEMENTAL RAPPEL REQUIREMENTS – EQUIPMENT (B-12, C-7) (Continued)

Accessory:  1) Two NAS1211B or equivalent rings (2500# minimum ultimate strength & .625" stud length) (supplied by the vendor) – contractor responsible (Heli-Tech, Eugene, OR is possible source for rings)

2) Web strap for spotter to connect between rings (supplied by the government)

3) Skid tube rope abrasion guards – compliance with FSTB 2011-01 contractor responsible

Notes:  1) Kit includes the anchor, placards, ICA, FMS, & Installation Instructions. The STC calls out specific rings and ring locations for the Spotter tether attachment point.

2) There was an earlier version of this kit that only had an allowable working load of 250 pounds. These kits have been superseded by the 300 pound kit and are no longer approved for Forest Service rappel contracts.

INSPECTION: USDA200MMS latest Revision

Design must be approved by the Interagency Helicopter Rappel Working Group (IHRWG) and the National Aviation Airworthiness Inspector at the National Interagency Fire Center (NIFC). The Forest Service (FS) reserves the right to reject any rappel or rappel related system which does not fully meet the needs of the FS rappel program. It is suggested that any commercial product (i.e. STC’d system) or development effort be shared or coordinated with the IHRWG and the Airworthiness Inspector early-on to expedite approval. Contact WO Aviation @ 208-387-5832 or 208-387-5877.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 18 - CONTRACTOR'S VERIFICATION OF INDIVIDUAL HELICOPTER PILOT REQUIREMENTS AND EXPERIENCE FOR INITIAL INTERAGENCY APPROVAL (C-12 (c) (9), C-20 (i) (2))

AMD-60B (12/08) / 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 OAS 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 OAS-64B or FS-5700-20a verified as accurate? Check if yes: ☐

Previous Employers:

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Helicopter Training Courses Completed:

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Comments (use additional sheets if necessary):

Check one: ☐ Chief Pilot ☐ Director of Operations ☐ Other

Print name: ________________________  Sign name: ________________________
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 19 - "ON CONTRACT" PILOT OPERATIONAL TRAINING (C-10 (a) (3))

Pilot "operational training" may be accomplished "on contract" provided the following criteria are met:

(a) Training is conducted in a Type 1 or 2 helicopter.

(b) Training shall not interfere with the Scope of the Contract (government will determine what constitutes interference). Note: Will be reviewed at pre-work conference.

(c) Training may be suspended or terminated by the government at any time.

(d) Contractor shall be responsible for all travel, per diem, and wage expenses of trainee pilots.

(e) Contractor has an OAS / USFS approved "Pilot Operational Training Plan". Plan shall contain at a minimum:

   (1) Intent of program

   (2) Responsibilities of Chief Pilot, Trainer and Trainee

   (3) Safety

   (4) Ground Training Syllabus minimum requirements;

      (i) Operations and Safety Procedures Guide.

      (ii) FAR Review

      (iii) PPE

      (iv) Contract

      (v) Load Calc

      (vi) Performance Planning

      (vii) Weight & Balance


(5) Flight Training Syllabus minimum requirements;

   (i) Lesson plans for all special use tasks required by the procurement document.

   (ii) Special use tasks will be trained to the standards set forth in the Interagency Helicopter Practical Test Standards.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 19 - “ON CONTRACT” PILOT OPERATIONAL TRAINING (C-10 (a) (3)) (Continued)

(6) Training documentation & tracking procedures
   
   (i) Contractor shall maintain training records documenting all phases of pilot training.
   
   (ii) Training records are subject to Quality Assurance/Compliance reviews at any time by the government.

(7) Evaluation Process by the Trainer

(8) Process to submit trainee for carding evaluation.

(f) Pilot operational training plan shall be approved by the National Helicopter Standardization Pilot (USFS) or the National Helicopter Specialist (OAS).

(g) Training shall be accomplished only by an interagency approved "Pilot Trainer" meeting the following criteria:

   (1) Current and valid CFI Rotorcraft-Helicopter or designated as an approved company instructor.

   (2) Has held an interagency pilot card for a minimum of 2 of the last 5 years.

   (3) A current and valid interagency pilot card endorsed for all missions in which training is to be provided and is endorsed as "Designated Pilot Trainer".

   (4) Pilot trainer endorsement may be revoked at the government’s discretion.

(h) “Trainee Only Pilots” shall meet the following criteria:

   (1) For aircraft requiring 2 pilots, has met the requirements set forth in 14 CFR part 61

   (2) Has submitted the documentation as outlined in C-20.

   (3) Holds a current and valid Interagency Pilot Card with the endorsement, “Trainee Only” pilot.

   (4) “Trainee Only” pilots are authorized to receive training in all missions that the “Pilot Trainer” is endorsed to perform.

   (5) Operational training flight hours may be used to satisfy all but the initial 10 hours of the required flight hours for “weight class”.

   (6) Operational training flight hours may be used to satisfy all but the initial 10 hours of the required flight hours for “make and model”.

   (7) Operational training flight hours may be used to satisfy the required flight hours for “Mountain Flying – Make and Model”.

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SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 19 - “ON CONTRACT” PILOT OPERATIONAL TRAINING (C-10 (a) (3)) (Continued)

(8) Operational flight training will not be used to accomplish the contractually required 10 flight hours of Long-Line training.

(9) “Trainee Only” pilots are limited to receive training in no more than one aircraft make and model per calendar year.

(i) Contractors awarded up to three items may be authorized two “Pilot Trainers”: If awarded four or more items, contractor may be authorized four “Pilot Trainers”.

(j) Contractors will be authorized two “Trainee Only” pilots per “Pilot Trainer” at any time.

(k) Contractors shall submit training records and a formal request recommending the “Trainee Only” pilot for evaluation by a Helicopter Inspector Pilot. The pilot trainer shall have verified that the trainee has met all contract minimum flight hour requirements and that the trainee is proficient in all special use missions required by the procurement document.

(l) Any deviation from this exhibit must be approved by an Alternate Means of Compliance (AMOC) issued by the National Helicopter Standardization Pilot or the National Helicopter Specialist and the appropriate Contracting Officer.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 20 - AIRCRAFT MECHANIC (HELICOPTER) QUALIFICATION FORM (C-12 (h) (5))

U.S. Department of Agriculture - Forest Service

AIRCRAFT MECHANIC (HELICOPTER)

<table>
<thead>
<tr>
<th>Contract No.</th>
<th>Date of Birth</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Employer</th>
<th>Office Phone</th>
</tr>
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<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>FAA Certificates: Type</th>
<th>No.</th>
<th>Date Issued</th>
</tr>
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<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<table>
<thead>
<tr>
<th>Total Years Experience</th>
<th>Total Years Experience as Licensed Mechanic</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Record of Special Training (Factory Schools, etc.)**

<table>
<thead>
<tr>
<th>Name of Course</th>
<th>Location</th>
<th>Year Attended</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Record of Past Performance (Previous Three Years)**

<table>
<thead>
<tr>
<th>Dates</th>
<th>Location</th>
<th>Employer/Supervisor</th>
<th>Phone No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
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<td></td>
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</tr>
</tbody>
</table>

**Record of maintaining helicopters Under Field Conditions:**

<table>
<thead>
<tr>
<th>Dates</th>
<th>Location (Designated Base)</th>
<th>Type of Contract</th>
<th>Type Helicopter</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* "Field Condition" is defined as maintaining the helicopter away from the contractor's base of operation with minimal supervision
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 20 - AIRCRAFT MECHANIC (HELICOPTER) QUALIFICATION FORM (C-12 (h) (5))
(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:

<table>
<thead>
<tr>
<th>Type and Model of Helicopter(s)</th>
<th>Type and Model Engine(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

__________________________  ____________________________
Date                          USFS Maintenance Inspector
## SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

### EXHIBIT 21 - WEIGHT AND BALANCE FORM (EXAMPLE) (B-3, C-5 (a) (15 & 17))

<table>
<thead>
<tr>
<th>Form A : List of approved equipment (EXAMPLE)</th>
<th>Date Weighed</th>
<th>Date Weighed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date Weighed 9/15/2009</td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Page 1 of 1</th>
<th>A/C Make, Model, Series</th>
<th>Registration Number</th>
<th>Serial Number</th>
<th>Location and Description of Item</th>
<th>Weight</th>
<th>Arm</th>
<th>Moment</th>
<th>Lat. Arm</th>
<th>Lat. Moment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Bell 205A -1</td>
<td>N12345</td>
<td>66666</td>
<td>Fuselage:</td>
<td></td>
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<td></td>
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<td></td>
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<td></td>
<td></td>
<td>Ballast</td>
<td>25.3</td>
<td>+8.5</td>
<td>215.1</td>
<td>+3.4</td>
<td>86</td>
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<td></td>
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<td></td>
<td>Battery</td>
<td>52.5</td>
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<td>446.3</td>
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<td></td>
<td>Wire Strike kit upper and lower</td>
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<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Pulse light kit</td>
<td></td>
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<td>X</td>
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<td></td>
<td></td>
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<td>Strobe</td>
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<td></td>
<td>X</td>
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<td></td>
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<td></td>
<td>Cargo Hook</td>
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<td>Cabin:</td>
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<td>Automated Flight Following</td>
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<td>212 Rotor Assy</td>
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<td>Tail:</td>
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<td>Fast Fin</td>
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<td>X</td>
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<td>Strike Kit</td>
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<td>212 Tail Rotor Assy</td>
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<td></td>
<td>Strobe Light</td>
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<td>X</td>
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<td>Removable Equipment:</td>
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<td>C</td>
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<td></td>
<td>Reappel Kit</td>
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<td></td>
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<td>Survival Kit</td>
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<td>C</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>First Aid Kit</td>
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<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Fire Tank</td>
<td>395.2</td>
<td>+125</td>
<td>49400</td>
<td>X</td>
<td>C</td>
</tr>
</tbody>
</table>

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.
### EXHIBIT 21 - WEIGHT AND BALANCE FORM (B-3, C-5 (a) (15 & 17)) (Continued)

**Form A: List of approved equipment (EXAMPLE)**

<table>
<thead>
<tr>
<th>Page</th>
<th>A/C Make, Model, Series</th>
<th>Registration Number</th>
<th>Serial Number</th>
<th><strong>Date Weighed</strong></th>
<th><strong>Date Weighed</strong></th>
<th>Location and Description of Item</th>
<th>Weight</th>
<th>Arm</th>
<th>Moment</th>
<th>Lat. Arm</th>
<th>Lat. Moment</th>
<th>In A/C</th>
<th>ON 'C' Chart</th>
<th>In A/C</th>
<th>ON 'C' Chart</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* 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/EXHIBITS

#### EXHIBIT 21 - WEIGHT AND BALANCE FORM (B-3, C-5 (a) (15 & 17)) (Continued)

<table>
<thead>
<tr>
<th>Make, Model, Series</th>
<th>Registration Number</th>
<th>Serial Number</th>
<th>Date</th>
<th>Datum is</th>
<th>Leveling Means</th>
<th>Weighing Procedures References</th>
<th>Scale Location</th>
</tr>
</thead>
</table>

### Scale Readings

<table>
<thead>
<tr>
<th>Scale</th>
<th>Reading</th>
<th>Tare</th>
<th>Net Weight</th>
<th>Long, Arm</th>
<th>Moment</th>
<th>Lat, Arm</th>
<th>Moment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Left Front or Nose</td>
<td>1478</td>
<td>0</td>
<td>1478</td>
<td>+ 61.69</td>
<td>91177.8</td>
<td>- 30</td>
<td>44340</td>
</tr>
<tr>
<td>Right Front</td>
<td>1116</td>
<td>0</td>
<td>1116</td>
<td>+ 61.69</td>
<td>68846.1</td>
<td>+ 30</td>
<td>33480</td>
</tr>
<tr>
<td>Left Aft or Tail</td>
<td>1215</td>
<td>0</td>
<td>1215</td>
<td>+ 211.58</td>
<td>257066.7</td>
<td>- 30</td>
<td>36450</td>
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<tr>
<td>Right Aft</td>
<td>1974</td>
<td>0</td>
<td>1974</td>
<td>+ 211.58</td>
<td>417838.9</td>
<td>+ 30</td>
<td>59220</td>
</tr>
</tbody>
</table>

Basic Weight Total: 5783

### Fluids (Fuel & Oil and Etc) at Time of Weighing

- Fuel: Defueled
- Oil Engine: X
- Oil Transmission: X
- Oil Tail Gearboxes: X
- Hydraulic Fluid: X

### Notes

- Oil and unusable fuel in basic weight

### Items Weighed not part of Basic Weight

<table>
<thead>
<tr>
<th>Item</th>
<th>Weight</th>
<th>Arm</th>
<th>Moment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Useable fuel (if full)</td>
<td>1457.5</td>
<td>+ 150.4</td>
<td>219208</td>
</tr>
</tbody>
</table>

Total (−) 1457.5

### Items not Weighed but part of Basic Weight

<table>
<thead>
<tr>
<th>Item</th>
<th>Weight</th>
<th>Arm</th>
<th>Moment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unusable fuel (if drained)</td>
<td>16.5</td>
<td>+ 144</td>
<td>3276</td>
</tr>
</tbody>
</table>

Total (+)

### Adjusted Basic Weight of Aircraft as Weighed

<table>
<thead>
<tr>
<th>CG</th>
<th>Moment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Total Basic Weight of Aircraft as Weighed

<table>
<thead>
<tr>
<th>CG</th>
<th>Moment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Print Name: | | |
| Signature: | | |
| Certificate Type and Number: | | |
# SECTION C
## DESCRIPTION/SPECIFICATIONS/EXHIBITS

### EXHIBIT 21 - WEIGHT AND BALANCE FORM (B-3, C-5 (a) (15 & 17)) (Continued)

<table>
<thead>
<tr>
<th>Form B: Aircraft Weighing Record</th>
</tr>
</thead>
<tbody>
<tr>
<td>Make, Model, Series</td>
</tr>
<tr>
<td>Datum is</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Scale Readings</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scale</td>
</tr>
<tr>
<td>Left Front or Nose</td>
</tr>
<tr>
<td>Right Front</td>
</tr>
<tr>
<td>Left Aft or Tail</td>
</tr>
<tr>
<td>Right Aft</td>
</tr>
<tr>
<td>Basic Weight</td>
</tr>
<tr>
<td>Total</td>
</tr>
</tbody>
</table>

**Fuel & Oil at Time of Weighing**

- **Fuel**
  - Full
  - Defueled
  - Drained

**Notes**

**Items Weighed not part of Basic Weight**

<table>
<thead>
<tr>
<th>Item</th>
<th>Weight</th>
<th>Arm</th>
<th>Moment</th>
</tr>
</thead>
</table>

**Items not Weighed but part of Basic Weight**

<table>
<thead>
<tr>
<th>Item</th>
<th>Weight</th>
<th>Arm</th>
<th>Moment</th>
</tr>
</thead>
</table>

**Adjusted Basic Weight of Aircraft as Weighed**

**Total Empty Weight of Aircraft as Weighed**

- **Longitudinal EW, CG**
- **Lateral EW CG**

**Aircraft Weighed By**

- **Print Name:**
- **Signature:**
- **Certificate Type and Number:**

**Scales**

- **Type:**
- **Serial Number:**
- **Calibration Date:**

---

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### EXHIBIT 21 - WEIGHT AND BALANCE FORM (B-3, C-5 (a) (15 & 17)) (Continued)

#### Form C: Weight & Balance Running Total (EXAMPLE)

<table>
<thead>
<tr>
<th>Make, Model, Series</th>
<th>Registration Number</th>
<th>Serial Number</th>
<th>Page Number</th>
<th>Date mm/dd/yyyy</th>
<th>Description of Item</th>
<th>Added (+)</th>
<th>Weight</th>
<th>Arm / Moment</th>
<th>Removed (−)</th>
<th>Weight / Arm/Moment</th>
<th>Weight</th>
<th>CG</th>
<th>Moment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bell 205A-1</td>
<td></td>
<td></td>
<td></td>
<td>12/31/2009</td>
<td>Aircraft as weighed</td>
<td></td>
<td>5783</td>
<td>+ 144.46</td>
<td>+ 10100.00</td>
<td>5833.5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>7/15/2010</td>
<td>Survival Kit</td>
<td>+ 200</td>
<td>10100</td>
<td></td>
<td></td>
<td></td>
<td>5833.5</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>7/15/2010</td>
<td>Rappel Mount kit</td>
<td>+ 100</td>
<td>3820</td>
<td></td>
<td></td>
<td></td>
<td>5871.7</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>7/15/2010</td>
<td>Sorenson Tank and Snorkel</td>
<td>+ 125.548894.8</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6261.3</td>
<td>4</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>7/15/2010</td>
<td>Fire Shelter</td>
<td>+ 70.6</td>
<td>564.4</td>
<td></td>
<td></td>
<td></td>
<td>6269.3</td>
<td></td>
<td></td>
</tr>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>7/15/2010</td>
<td>Cleaning Supplies/Xtra Oil</td>
<td>+ 280.55610</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6289.3</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>7/15/2010</td>
<td>Ladder</td>
<td>+ 285.42854</td>
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<td></td>
<td></td>
<td></td>
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<td>6299.3</td>
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<td></td>
<td>7/15/2010</td>
<td>Log Books</td>
<td>+ 73.1</td>
<td>511.7</td>
<td></td>
<td>+ 7022.5</td>
<td>6306.3</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>7/15/2010</td>
<td>Tool Box</td>
<td>+ 280.97022.5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6331.3</td>
<td>1</td>
</tr>
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</tr>
</tbody>
</table>
**SECTION C**

**DESCRIPTION/SPECIFICATIONS/EXHIBITS**

**EXHIBIT 21 - WEIGHT AND BALANCE FORM (B-3, C-5 (a) (15 & 17)) (Continued)**

<table>
<thead>
<tr>
<th>Make, Model, Series</th>
<th>Registration Number</th>
<th>Serial Number</th>
<th>Page Number</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Date mm/dd/yyyy</th>
<th>Description of Item</th>
<th>Weight Change</th>
<th>Current Total Equipped Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Added (+)</td>
<td>Removed (-)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Weight</td>
<td>Arm</td>
</tr>
</tbody>
</table>

|                 |                     |               |                 |                   |                 |       |        |        |       |        |
### SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

**EXHIBIT 22 - COMPUTED GROSS WEIGHT TABLE (B-3 (a), Exhibit 13))**

<table>
<thead>
<tr>
<th>AIRCRAFT</th>
<th>COMPUTED GROSS WEIGHT@ 7000' / 20°C</th>
<th>MAXIMUM EQUIPPED WEIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td>BH 205/17A or B</td>
<td>9,700</td>
<td>6,645</td>
</tr>
<tr>
<td>BH 205/210 17A or B w/BLR</td>
<td>10,000</td>
<td>6,645</td>
</tr>
<tr>
<td>BH 210</td>
<td>9,700</td>
<td>6,645</td>
</tr>
<tr>
<td>BH 212</td>
<td>9,800</td>
<td>6,510</td>
</tr>
<tr>
<td>BH 212-HP</td>
<td>10,000</td>
<td>6,710</td>
</tr>
<tr>
<td>BH 212 HP BLR</td>
<td>10,250</td>
<td>6,710</td>
</tr>
</tbody>
</table>

When bidding the above aircraft with tank increase maximum equipped weight by 500 lbs.

<table>
<thead>
<tr>
<th>AIRCRAFT</th>
<th>Computed Gross Weight@ 7000' / 20°C</th>
<th>Computed Gross Weight@ 8000' / 25°C</th>
</tr>
</thead>
<tbody>
<tr>
<td>BH214B</td>
<td>13,500</td>
<td></td>
</tr>
<tr>
<td>BH214B1</td>
<td>13,500</td>
<td></td>
</tr>
<tr>
<td>BH214ST</td>
<td>15,500</td>
<td></td>
</tr>
<tr>
<td>CHI/KV107</td>
<td>18,400</td>
<td></td>
</tr>
<tr>
<td>SH-3</td>
<td>17,350</td>
<td></td>
</tr>
<tr>
<td>K-1200</td>
<td>11,400</td>
<td></td>
</tr>
<tr>
<td>S-61N(LONG/SHORT)/CMRB/Supp.6/DTD. 5/18/2007</td>
<td>17,400</td>
<td></td>
</tr>
<tr>
<td>S-61A/V/CMRB/Supp.10/DTD.07/09/2008</td>
<td>17,400</td>
<td></td>
</tr>
<tr>
<td>S-61A (T58-GE-402 Engines)</td>
<td>17,000</td>
<td></td>
</tr>
<tr>
<td>S-70</td>
<td>18,800</td>
<td></td>
</tr>
<tr>
<td>UH60/A</td>
<td>17000</td>
<td></td>
</tr>
<tr>
<td>CH46E</td>
<td>22,500</td>
<td>22,100</td>
</tr>
<tr>
<td>CHI234</td>
<td>44,400</td>
<td>41,600</td>
</tr>
<tr>
<td>CH47D</td>
<td>44,700</td>
<td>42,000</td>
</tr>
<tr>
<td>CH54A</td>
<td>37,100</td>
<td>35,100</td>
</tr>
<tr>
<td>CH54B</td>
<td>40,000</td>
<td>38,500</td>
</tr>
<tr>
<td>S64E</td>
<td>37,100</td>
<td>35,100</td>
</tr>
<tr>
<td>S64F</td>
<td>39,700</td>
<td>36,300</td>
</tr>
</tbody>
</table>

Does not apply to aircraft that are not listed.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 23 - PERFORMANCE BY GOVERNMENT-FURNISHED PILOT (B-14)

(a) General

(1) The following provisions shall apply to the performance of work under the contract, 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-12.

(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 contract rests solely with the Contractor.

(7) The clause Loss, Damage, or Destruction, is applicable to this contract when the Contractor authorizes performance by a Government pilot.

(8) The payment provisions of the contract 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 contract except as delineated below. For the purpose of fulfilling the contractor's obligation under this clause, the Contractor shall procure and maintain during the term of this contract, and any extension thereof, hull insurance meeting FAA requirement, acceptable to the Contracting Officer (CO). The Contractor's insurance coverage shall apply to pilots furnished by the Government to operate this aircraft. The contractor shall procure and maintain during the term of this contract, and any extension thereof, aircraft public liability insurance in accordance with 14 CFR, Parts 198 and 205. The parties names 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 qualifications for potential pilots from the CO.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 23 - PERFORMANCE BY GOVERNMENT-FURNISHED PILOT (B-14) (Continued)

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

(3) Each policy or certificate evidencing the insurance shall contain an endorsement that provides that the insurance company will notify the CO thirty (30) days prior to the effective date of any cancellation or termination of any policy or certificate or any modification of a policy or certificate that adversely affects the interest of the Government in such insurance. The notice shall be sent by registered mail and shall identify this contract, the name and address of the Contracting Officer, the policy, and the insured. The Contractor, prior to commencement of work, shall submit to the Contracting Officer one copy of the insurance policy, or confirmation from the insurance company, certifying that the coverage described in this clause has been obtained.

(4) If the aircraft is damaged or destroyed while in the custody and control of the Government, the maximum liability to the Government shall not exceed the Contractor’s deductible (if any) stipulated in the insurance coverage. The Contractor’s deductible as stipulated in the insurance coverage shall not exceed:

   (a) In-Motion Accidents - Up to 5% of the current insured value of the aircraft as stated in the policy.

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

(5) Such reimbursement shall not be made; however, for loss or damage to the aircraft resulting from (1) normal wear and tear, (2) negligence or fault in maintenance of the aircraft by the Contractor, or (3) defect in construction of the aircraft or a component thereof.

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

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

(8) Any failure to agree as to the responsibility of the Contractor under this clause shall, after a final finding and determination by the CO, be considered a dispute within the meaning of the “Disputes” clause of this contract.
EXHIBIT 23 - PERFORMANCE BY GOVERNMENT-FURNISHED PILOT (B-14) (Continued)

(9) The Government shall not be liable for damages to contractor equipment or personnel provided under this contract except for damages caused by Government personnel acting within the scope of their official duties as compensable under the Federal Tort Claims Act, 28 U.S.C. 2671-2680.
SECTION C
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EXHIBIT 24 - 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 Locater 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 Locater Beacon (PLB) with same specifications in (3 (b)) above shall be provided by the government for all passengers.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 25 - 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 litter patient a weight and balance shall be computed.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 26 - 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.fs.fed.us/rm/nps/airfire/Aviation/AirOps/iaig.htm.

(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 contract 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 contract personnel operate the equipment when used for contract operations.

(iii) Ensure the approved equipment is included as a listed item on the contract.

While use of approved aerial ignition systems is recommended, contractors working under end use contracts 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 contract 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 contract 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/acs 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/EXHIBITS

EXHIBIT 26 - 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 contract 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 contract 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/EXHIBITS

EXHIBIT 27 - RESERVED
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 28 - PUBLIC AIRCRAFT OPERATIONS (B-15)

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

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

Civil Operator: Name your Certificates are Held Under

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

Name of Aircraft Owner: Name on Aircraft Registration

Aircraft Registration Number(s): N Number(s) of Aircraft on Contract

Contract Number: AG-024B-C-18--X-XXXX

Contract Type and Service: Exclusive Use Services

Date of Contract: Contract Award Date

Date of Proposed First Flight as a PAO: Effective Date of Contract

Date PAO Declaration Expires: This date should be the final day of the contract period of performance – including the base period of the contract plus all possible option years.

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

Acquisition Management Official: Frank Gomez, Contracting Office fgomez@fs.fed.us or (208) 367-5347

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

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

EXHIBIT 29 - VENDOR-CONTRACTOR QA/EVALUATION/SAFETY CHECKS

Type 1 aircraft are authorized to utilize an aircraft seat (non-pilot station) to conduct evaluations on company pilots for the purpose of Quality Assurance, CRM/Safety evaluations while on an operational mission. Type 2 aircraft are authorized to utilize a pilot position to conduct the above evaluations.

Restrictions are as follows:

(a) Limited to 1 (one) fuel cycle per crew on an operational mission.

(b) Must meet PPE and Fire Shelter requirement.

(c) Jump seat must be an FAA approved seat with approved restraint system.

(d) A minimum of 24 hours’ notice must be given to the Helicopter Manager/COR. The COR/Helicopter Manager will have the final approval authority.

(e) The only authorized personnel to conduct evaluations are; Chief Pilots, Chief flight instructors, Company Safety managers. If they have access to flight controls (Type 2) they are restricted from flying the aircraft unless they have a current interagency card. Companies will submit the names of the personnel that are in these positions to the National Helicopter Standardization Pilot for approval.

(f) Evaluation program must be addressed in the company’s SMS or operations specs and include procedures for addressing summary of findings/mitigations.

(g) Relief pilot safety orientation flight is authorized provided the flight is an operational mission, is limited to 1 (one) fuel cycle and will be counted as a duty day.

(h) An end of season summary of findings will be provided to the National Helicopter Standardization Pilot or National Helicopter Program Manager.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 30 - NIGHT FLYING OPERATIONS

Night flying operations are operations conducted under the scope of this contract during periods of darkness with the use of Night Vision Goggles (NVG) and other supplemental lighting. The intended use is fire suppression with a ground fill fixed tank only, from preapproved and previously surveyed helispots. Point to point transfer of essential crewmembers to designated night helispots is authorized.

A post award visit will be conducted at the vendor’s facility within 30 days after contract award to discuss Night Flying Operations. Due to the developmental nature of this program, subsequent quality assurance and oversight visits prior to and during the contract period should be expected.

(a) Helicopter Requirements

(1) Meets 91.205 (c) Visual Flight Rules (night)

(2) Meets 91.205 (h) Night Vision Goggle Operations

(3) Supplemental Type Certificated for NVG operations, with current 170 day conformity check, to include four (4) sets of compatible Night Vision Goggles

(4) Marked “FIRE H531” in 8 to 12 inch letters on the underside of the aircraft to be visible from the ground with or without tank installed.

(5) Rotatable search light

(6) Ground fillable Fixed Tank with Snorkel removed for Night Flying Operations

(b) Routine Maintenance: routine maintenance will be coordinated with the helicopter manager and conducted during daylight hours. The vendor is required to provide the manager daily updates on upcoming maintenance events. At the managers request the vendor shall conduct scheduled maintenance up to five (5) hours early. Routine maintenance conducted under the guidelines states above may be conducted without penalty.

(c) Additional requirements for field maintenance personnel: Primary maintenance personnel shall have received additional training on the NVIS installed on the aircraft and any addition inspection requirements. Maintenance personnel must have training on any special tools or test equipment required to perform NVIS maintenance appropriate for field conditions.

(d) Reserved

(e) Night Vision Equipment Selection: OEM certified Generation III image intensifier tubes with auto gating, minimum Signal to Noise Ratio (SNR) 25, minimum resolution 64. Must mount to a universal military style visor mount system. M949 and F4949 systems are known to meet this requirement.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 30 - NIGHT FLYING OPERATIONS (Continued)

(f) **Crew Coverage:** Night Flying Operations aircraft will have the capability of being fully staffed. The schedule will be 9 hours standby with up to 5 hours of extended standby to equal a maximum of 14 hours each duty cycle. Payment for extended standby will be as stated in C31.

(1) Pilot staffing
   (i) Night operations: 2 pilot crew as stated in B-5. See (h) below for qualification requirements). The company will provide a list of qualified primary and relief pilots (not to exceed four) prior to the contract start date. Any additional pilots will require currency flights in accordance with (e) at the vendor’s expense.

(g) **Flight Hour and Duty Limitations:** For day operations in accordance with C 16, for night operations same as day except maximum of 5 hours NVG flight time per duty cycle. Pilots will provide NVG hours flown after each fuel cycle to the helicopter manager.

(1) Relief pilots for night operations will be on for a minimum of 6 consecutive days. PIC and SIC schedules need not be concurrent

(h) **NVG Pilot Requirements-Experience:** In accordance with section C-12 with the following additions; (Note: NVG pilots need not be long line carded).

(1) **PIC Experience Requirements:**
   (i) Previously Carded for Interagency Fire
   (ii) Helicopter Night Flying Hours 250 hours
   (iii) Fire Fighting Experience 100 hours
   (iv) Helicopter Night Vision Goggle Hours 50 hours
   (v) Helicopter Night Vision Make and Model 10 hours
   (vi) Night Vision Goggle Flight Training 5 hours*
   (vii) Night Vision Goggle Ground School 8 hours*

- Completes Additional Training Required for Night Vision Goggle Operations per FAR 61.31
- Meets Night Vision Operating Experience and Proficiency Check per FAR 61.57
- Pass a Night Operations “special use” flight evaluation from a USFS approved Helicopter Inspector Pilot annually.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 30 - NIGHT FLYING OPERATIONS (Continued)

(2) SIC Experience Requirements:
   (i) Helicopter Night Flying Hours  100 hours
   (ii) Helicopter Night Vision Goggle Hours  25 hours
   (iii) Night Vision Goggle Flight Training  5 hours*
   (iv) Night Vision Goggle Ground School  8 hours*

   • Completes Additional Training Required for Night Vision Goggle Operations per FAR 61.31
   • Performed as SIC during a Night Vision Operating Experience flight (reference FAR 61.57)
   • Completed required online training modules IAW C-20 (i) (2)
   • Pass a Night Operations “special use” flight evaluation from a USFS approved Helicopter Inspector Pilot annually.

*Military NVG training will meet the ground training and flight time requirement. Must provide official documentation.

(i) Currency flights: If either the primary or relief Night Flying Operations crews have not conducted NVG flight within the previous 25 days, the vendor is authorized one (1) hour of NVG flight for each crew at the government’s expense. The flight will involve mission training and ground crews.

(j) Orientation flights: Orientation flights will be conducted at the government’s expense during daylight prior to conducting Night Flying Operations in an unfamiliar area. During extended attack, the orientation may be conducted during an operational flight using a two pilot crew consisting of the Day PIC and Night PIC.

(k) PPE: All ground personnel are required to wear PPE in accordance with C-19, additionally reflective clothing (belts, vests, or flight suits) will be worn while inside the rotor disk with aircraft operating.

(l) Government Pilot: Approved Government Pilots may act as SIC’s for evaluation purposes.

(m) Pre-use inspection

   (1) Pilot training documentation
   (2) Conformity check validation
   (3) NVG maintenance records
   (4) Night Vision Imaging System (NVIS) maintenance plan.
   (5) Configuration management plan
The FS aviation program views Safety Management Systems (SMS) as a critical element for contract evaluation. A complete response is highly encouraged.

(a) **Safety Management System Components**

The FS aviation program uses Safety Management Systems (SMS) agency-wide approach to aviation operations that includes safety management policy, safety risk management, safety assurance and safety promotion. Provide evidence of your SMS program as described below.

**Note:** Under the column heading **OFFEROR ACTION REQUIRED** on the form, the documentation provided must describe the policy or process used to meet the standard with completed evidence. Blank forms are not acceptable as evidence. For example, for audit evidence under Safety Assurance, a certificate of an SMS audit serves as evidence; or a copy of a “self-validated” SMS audit will suffice. If no action is stated, simply mark the column with a Y, N or N/A where applicable.

The International Standard for Business Aircraft Operations (IS-BAO) and the Federal Aviation Administration (FAA) in AC120.92A can provide the explanations and examples of the requested standards below.

<table>
<thead>
<tr>
<th>SAFETY MANAGEMENT SYSTEM COMPONENTS</th>
<th>Y</th>
<th>N</th>
<th>N/A</th>
<th>OFFEROR ACTION REQUIRED</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Standard</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Safety Policy and Objectives</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1a Are key safety personnel appointed? Is there an identified trained Aviation Safety Manager?</td>
<td></td>
<td></td>
<td></td>
<td>Describe and provide evidence.</td>
</tr>
<tr>
<td>1b Does the company have an organizational structure (organizational chart) that clearly defines duties, authorities and accountabilities?</td>
<td></td>
<td></td>
<td></td>
<td>Describe and provide evidence.</td>
</tr>
<tr>
<td>1c Where the company has more than one operating base, has the management structure addressed the management responsibilities at each location?</td>
<td></td>
<td></td>
<td></td>
<td>Describe and provide evidence.</td>
</tr>
<tr>
<td>1d Operations Manual</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Does the Operations Manual contain a flight operations and aircraft maintenance policy?</td>
<td></td>
<td></td>
<td></td>
<td>Describe</td>
</tr>
<tr>
<td>• Does the Operations Manual contain an operational control system and SOP’s?</td>
<td></td>
<td></td>
<td></td>
<td>Provide evidence.</td>
</tr>
<tr>
<td>• Is the Operations Manual approved by management (CEO)?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### SAFETY MANAGEMENT SYSTEM COMPONENTS

<table>
<thead>
<tr>
<th>Standard</th>
<th>Y</th>
<th>N</th>
<th>A</th>
<th>OFFEROR ACTION REQUIRED</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Is the Operations Manual amended or revised as necessary to ensure that the information contained in it is kept up to date?</td>
<td>Y</td>
<td>N</td>
<td>A</td>
<td>Describe and provide evidence.</td>
</tr>
<tr>
<td>- Have the employees been trained on the Operations Manual?</td>
<td>Y</td>
<td>N</td>
<td>A</td>
<td>Provide evidence. Describe and provide evidence.</td>
</tr>
<tr>
<td>- Does the Operations Manual reflect the type operation that is being contracted for?</td>
<td>Y</td>
<td>N</td>
<td>A</td>
<td>Provide evidence.</td>
</tr>
<tr>
<td>Emergency Response Plan</td>
<td>Y</td>
<td>N</td>
<td>A</td>
<td></td>
</tr>
<tr>
<td>- Do you have an internal emergency response plan?</td>
<td>Y</td>
<td>N</td>
<td>A</td>
<td>Describe</td>
</tr>
<tr>
<td>- Is the Accident / Emergency Plan available to all employees?</td>
<td>Y</td>
<td>N</td>
<td>A</td>
<td>Provide evidence.</td>
</tr>
<tr>
<td>- Are personnel who have a role in the emergency response plan trained in their role, and is the plan exercised periodically in order to test its integrity?</td>
<td>Y</td>
<td>N</td>
<td>A</td>
<td></td>
</tr>
<tr>
<td>Safety Risk Management</td>
<td>Y</td>
<td>N</td>
<td>A</td>
<td></td>
</tr>
<tr>
<td>2a Does the company have a Risk Management Policy?</td>
<td>Y</td>
<td>N</td>
<td>A</td>
<td>Provide evidence.</td>
</tr>
<tr>
<td>Has the company developed and maintained a Risk Management Process to:</td>
<td>Y</td>
<td>N</td>
<td>A</td>
<td></td>
</tr>
<tr>
<td>- Identify Hazards</td>
<td>Y</td>
<td>N</td>
<td>A</td>
<td>Describe and provide evidence. No blank forms.</td>
</tr>
<tr>
<td>- Risk Analysis (Exposure)</td>
<td>Y</td>
<td>N</td>
<td>A</td>
<td></td>
</tr>
<tr>
<td>- Risk Assessment (Severity and likelihood)</td>
<td>Y</td>
<td>N</td>
<td>A</td>
<td></td>
</tr>
<tr>
<td>- Decision Making (Mitigations)</td>
<td>Y</td>
<td>N</td>
<td>A</td>
<td></td>
</tr>
<tr>
<td>- Validation of Control (Controls effective)</td>
<td>Y</td>
<td>N</td>
<td>A</td>
<td></td>
</tr>
<tr>
<td>2c Does the company have an Operational Risk Management (ORM) Worksheet</td>
<td>Y</td>
<td>N</td>
<td>A</td>
<td>Describe and provide evidence.</td>
</tr>
<tr>
<td>2d Is there a process to elevate the risk decision outcome? i.e. Chief Pilot? CEO?</td>
<td>Y</td>
<td>N</td>
<td>A</td>
<td>Describe and provide evidence.</td>
</tr>
<tr>
<td>Safety Assurance</td>
<td>Y</td>
<td>N</td>
<td>A</td>
<td></td>
</tr>
<tr>
<td>3a Have operations (internal or external) audits been conducted in this past field season?</td>
<td>Y</td>
<td>N</td>
<td>A</td>
<td>Describe and provide evidence of this audit.</td>
</tr>
<tr>
<td>3b Is there an Action Plan (AP) developed from the audits?</td>
<td>Y</td>
<td>N</td>
<td>A</td>
<td>Provide your latest plan.</td>
</tr>
<tr>
<td>3c Does the company have a Quality Assurance Program?</td>
<td>Y</td>
<td>N</td>
<td>A</td>
<td>Describe and provide evidence.</td>
</tr>
</tbody>
</table>
### SECTION C
**DESCRIPTION/SPECIFICATIONS/EXHIBITS**

<table>
<thead>
<tr>
<th>3d</th>
<th>Has the company developed and maintained a means of: monitoring and measuring safety performance, identifying and managing organizational changes that may affect safety, ensuring continual improvement?</th>
<th>What action has your company taken and/or plans to facilitate change? Describe and provide evidence.</th>
</tr>
</thead>
<tbody>
<tr>
<td>3e</td>
<td>Does the company have a training program that ensures personnel are trained and competent to perform their assigned duties?</td>
<td>Do you have a process that can train your pilots and mechanics, both initially and annually, on the requirements of this contract? Describe and provide evidence.</td>
</tr>
<tr>
<td>3f</td>
<td>Does the company have a separate training program for: pilots, maintenance personnel, fuelers / truck drivers?</td>
<td>Describe and provide evidence.</td>
</tr>
</tbody>
</table>

#### 4 Safety Promotion

| 4a | Has the company developed and maintained a formal means of safety communication (like SAFECOM) | Briefly describe technology your company has acquired to facilitate communication with deployed pilots. Describe and provide evidence. |
| 4b | Are there lessons-learned developed from incidents/accidents? Are they shared with the company personnel? | Provide evidence. |
| 4c | Is a Safety Award system in place? | Describe |

(b) Accident History for the previous 5 years: Include all aircraft that have operated under your Operating Certificates (fixed wing and rotor wing). Complete the blocks that apply to your company accident history.

1. Total number of flight hours for the previous 5 years: ________________

2. Number of aircraft accidents reported to NTSB in the previous 5 years: _____

If your company has had an accident in the last 5 years provide an accident prevention action plan or evidence of actions taken to prevent future accidents.

If you had an accident that was reported to the NTSB and it was downgraded to an incident, you must provide evidence from the NTSB.
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D-1 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (FAR 52.212-5) (NOV 2016)

(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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).


(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:


☐ (5) [Reserved]


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☐ (10) [Reserved]


☐ (ii) Alternate I (NOV 2011) of 52.219-3.

☐ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

☐ (ii) Alternate I (JAN 2011) of 52.219-4.

☐ (13) [Reserved]


☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).


☐ (ii) Alternate I (OCT 1995) of 52.219-7.

☐ (iii) Alternate II (MAR 2004) of 52.219-7.

☒ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

☐ (17) (i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (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 (OCT 2014) of 52.219-9.

☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

☒ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

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☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).

☐ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) (15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013) (15 U.S.C. 637(m)).


☒ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126).

☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

☒ (28) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).


☐ (34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
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☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (36) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514)

☐ (ii) Alternate I (JUN 2014) of 52.223-13.

☐ (37) (i) 52.223-14, Acquisition of EPEAT®-Registered Television (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-14.


☐ (39) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-16.

☒ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (AUG 2011).


☐ (ii) Alternate I (MAY 2014) of 52.225-3.

☐ (iii) Alternate II (MAY 2014) of 52.225-3.

☐ (iv) Alternate III (MAY 2014) of 52.225-3.


☒ (44) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).


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☐ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150*).

☐ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150*).


☐ (49) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (JUL 2013) (31 U.S.C. 3332).

☒ (51) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (JUL 2013) (31 U.S.C. 3332).


☐ (54) (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.

☒ (52) 52.223-2, Affirmative Procurement of BioBased Products Under Service and Construction Contracts (SEP 2013).

(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) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495)

☒ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67.).


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☐ (10) 52.237-11, Accepting and Dispensing of $1 Coin (SEP 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.
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(e) 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—


(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(v) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).


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


(xi) 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)).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67.)
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(xiv) 52.222-54, Employment Eligibility Verification (AUG 2013).


(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

D-2 CLAUSES ADDED BY ADDENDUM

☑ (1) 52.217-8, Option to Extend Services (NOV 1999)

☑ (2) 52.236-7, Permits and Responsibilities (NOV 1991)

☑ (3) 52.232-18, Availability of Funds (APR 1984)

☑ (4) 52.242-15, Stop Work Order (AUG 1989)

☑ (5) 52.212-4, Clauses are incorporated by reference, with the exception of 52.212-4 (k) Taxes-The contract price includes all applicable Federal, State and Local Taxes and Duties. Includes Federal Excise Taxes. (MAY 2015)

☑ (6) AGAR 452.209-71, Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants (Alternate 1) (FEB 2012) (a) This award is subject to the provisions contained in the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012, P.L. No. 11255, Division A, Sections 738 and 739 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that it — (1)
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does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal or State law within 24 months preceding the award, unless a suspending and debarment official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government. (b) If the awardee fails to comply with these provisions, the Contracting Officer may terminate this contract for default and may recover any funds the awardee has received in violation of sections 738 or 739.

☒ (7) AGAR 452.215-73. Post Award Conference (NOV 1996) A post award conference with the successful offeror is required. It will be scheduled within 30 days after the date of contract award. The conference will be held at the host base or site agreed to.

☒ (8) AGAR 452.246-70. Inspection and Acceptance (FEB 1988)
(a) The Contracting Officer or the Contracting Officer’s duly authorized representative will inspect and accept the supplies and/or services to be provided under this contract.
(b) Inspection and acceptance will be performed at: Host Base.

D-3 ADDITIONAL CLAUSES REQUIRED (Reserved)

D-4 ECONOMIC PRICE ADJUSTMENT SPECIFIED FLIGHT RATE CONTRACTS

(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
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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 for Jet A fuel is established at
$4.54 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_excl/helicopters_excl.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.

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-5 PROPERTY AND PERSONAL DAMAGE

(a) The Contractor shall use every precaution necessary to prevent damage to public
and private property.
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(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 contract, 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 must 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 contract, or growing out of direct performance of the contract, will not be acceptable. The chemical damage coverage may be limited to chemicals dispensed while performing firefighting activities.

(f) The Contractor, prior to the commencement of work, shall submit to the Contracting Officer one copy of the insurance policy, or confirmation from the insurance company, certifying that the coverage described in this clause has been obtained.

D-6 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)
(IF OPTIONS ARE INCLUDED ON THE SCHEDULE OF ITEMS)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed one (1) base year and three (3) one year renewal option periods.

D-7 OPTIONAL-USE PERIOD PRE MAP/POST MAP

Outside the Mandatory Availability Period and any extensions thereof, the Government may need service on an intermittent basis. Orders may be placed subject to acceptance by the Contractor. The Contractor may agree to provide service at the contract daily availability rate plus specified flight rate (applies to daily availability contracts only) or at the optional-use hourly flight rate. If accepted, all terms and conditions of the contract will apply.
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D-8 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 2014)

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.

<table>
<thead>
<tr>
<th>Employee</th>
<th>Class</th>
<th>Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aircraft Pilot</td>
<td>GS-11</td>
<td>$28.39</td>
</tr>
<tr>
<td>Aircraft Co-Pilot</td>
<td>GS-11</td>
<td>$28.39</td>
</tr>
<tr>
<td>Aircraft Mechanic-Journeyman</td>
<td>WG-12</td>
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<td>Aircraft Mechanic – Junior</td>
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<td>Aircraft Mechanic – Helper</td>
<td>WG-5</td>
<td>$17.35</td>
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<tr>
<td>Service Truck Driver (Fuel)</td>
<td>WG-8</td>
<td>$21.81</td>
</tr>
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</table>

D-9 SERVICE OF PROTEST (FAR 52.233-2) (SEP 2006)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are
filed directly with an agency, and copies of any protests that are filed with the General
Accounting Office (GAO), shall be served on the Contracting Officer (addressed as
follows) by obtaining written and dated acknowledgment of receipt from:

Frank Gomez
National Interagency Fire Center
USDA - FS - Contracting
Owyhee Building – MS 1100
3833 S. Development Ave.
Boise, Idaho 83705

(b) The copy of any protest shall be received in the office designated above within one
day of filing a protest with the GAO.

D-10 COMMERCIAL FILMING OR VIDEO TAPING

In accordance with 36 C.F.R. Part 251 and U.S. Forest Service Manuals 1600 and 2700
all commercial filming or videotaping (e.g., filming for feature films, reality shows,
documentaries, television specials, etc.) on National Forest System lands requires the
filming entity to apply for, and obtain, a special use authorization prior to the start of any
filming, or associated activities, on National Forest System lands. This requirement is
applicable to filming directly by contractors and is also applicable to filming of contractors
of the U.S. Forest Service while on National Forest System lands.
SECTION D
SOLICITATION PROVISIONS

Any filming, or associated activities, occurring on National Forest System lands pursuant to a properly acquired special use authorization may be limited or prohibited during a fire fighting or incident support situation at the discretion of the Incident Commander
U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE

CONTRACT NO.: [b](4)
ITEM #10 PRICE VALLEY
ITEM #11 PRICE VALLEY
ITEM #30 JOHN DAY

PROJECT: NATIONAL EXCLUSIVE USE
INITIAL ATTACK
HELICOPTER SERVICES

CONTRACTOR: HILLCREST AIRCRAFT COMPANY, INC.
540 O'CONNOR ROAD
LEWISTON, ID 83501

TELEPHONE: 208-746-8271

AWARDING OFFICE: U.S. FOREST SERVICE - CONTRACTING
NATIONAL INTERAGENCY FIRE CENTER
OWYHEE BUILDING - MS 1100
3833 S DEVELOPMENT AVE
BOISE, ID 83705-5354

FRANK GOMEZ
CONTRACTING OFFICER
TELEPHONE: 208-387-5347
FAX: 208-387-5384
FGOMEZ@FS.FED.US
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STANDARD FORM 1449

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SOLICITATION/CONTRACT/OFFER TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

2. CONTRACT NO. (b)(4)
3. AWARD/EFFECTIVE DATE: 05/01/2018
4. ORDER NUMBER: (b)(4)
5. SOLICITATION NUMBER: (b)(4)
6. SOLICITATION ISSUE DATE: March 08, 2017
7. FOR SOLICITATION INFORMATION CALL: Frank Gomez (208) 387-5347
8. ISSUED BY: NATIONAL INTERAGENCY FIRE CENTER U.S. FOREST SERVICE - CONTRACTING OWYHEE BUILDING - MS 1100 3833 S. DEVELOPMENT AVE BOISE, ID 83705-5354
9. FIRM NAME: national interagency fire center
10. THIS ACQUISITION IS: X SMALL BUSINESS
   □ UNRESTRICTED OR □ SET ASIDE: 100% FOR:
   □ WOMEN-OWNED SMALL BUSINESS
   □ HUBZONE SMALL BUSINESS
   □ SERVICE DISABLED VETERAN-OWNED SMALL BUSINESS
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED: [☐] SEE SCHEDULE
12. DISCOUNT TERMS: □ 15e. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 706)
13. RATING: Same As Item 9
14. METHOD OF SOLICITATION: [☐] RFP [☐] RFQ [☐] /SB
15. DELIVER TO: NATIONAL INTERAGENCY FIRE CENTER U.S. FOREST SERVICE - CONTRACTING OWYHEE BUILDING - MS 1100 3833 S. DEVELOPMENT AVE BOISE, ID 83705-5354
16. ADMINISTERED BY: Hillcrest Aircraft Company Inc.
540 O' Connor Road Lewiston, Idaho 83501
17. CONTRACTOR CODE: 208-748-8271 DUNS NO. □ [☐] [☐]
18. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED: [☐] SEE ATTACHMENT
19. ITEM NO. [☐] [☐] 20. SCHEDULE OF SUPPLIES/SERVICES
National Exclusive Use Type II Helicopter Services
Standard Category- 34 Medium Helicopters
(See Attached Schedule of Items)
21. QUANTITY
22. UNIT
23. UNIT PRICE
24. AMOUNT
25. TOTAL AWARD AMOUNT (For Gov't Use Only): $2,387,520.00
26. ACCOUNTING AND APPROPRIATION DATA: Item #10 Price Valley, Item #11 Price Valley, Item #30 John Day
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-2, 52.212-4, FAR 52.212-1 AND 52.212-2 ARE ATTACHED. ADDENDA ARE NOT ATTACHED.
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-1 IS ATTACHED. ADDENDA ARE NOT ATTACHED.
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPY TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREBIN.
29. AWARD OF CONTRACT: REF: OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 8), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREBIN, IS ACCEPTED AS TO ITEMS:
30. SIGNATURE OF OFFEROR/CONTRACTOR: Keith White, Vice President
30a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
31. NAME AND TITLE OF SIGNER (Type or print): 04/20/2017
31a. DATE SIGNED
31b. NAME OF CONTRACTING OFFICER (Type or print): Frank Gomez
31c. DATE SIGNED

STANDARD FORM 1449 (REV. 3/2012)
Prepared by OCSA - FAR (48 CFR) 53.212
AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE
SECTION B
SUPPLIES OR SERVICES AND PRICES

OBJECTIVE

One to thirty four (34) Standard Category, Medium (Type II) Helicopters fully operated, meeting the requirements of this Schedule and the specifications for operation at the host base, and during the periods shown below. Award of helicopters for make and model will be based on best value. The performance requirements are a minimum and the aircraft will be evaluated for overall best value considering price and other factors. The Government will determine best value. It is the intent of this solicitation to secure a Fixed Price with Economic Price Adjustment contract not to exceed 1 base year and 3 option periods for the daily availability rate. The flight rate will be an estimated quantity with no guarantee of flight hours given by the Government. The Government may award a single contract or multiple awards based on the outcome of the evaluation process. The Government reserves the right to award any combination of items and/or number of items.

Aircraft Inspections (carding) -- all equipment needing to be inspected shall be available for inspection at least 10 days prior to the start of work. Inspections may take place at the vendor’s facility or host base or at a location agreed to with the Agency Maintenance Inspectors.
SECTION B
SUPPLIES OR SERVICES AND PRICES

ITEM NO. 10  Helicopter equipped with bucket (Type II Medium-Rappel)

Host Base(s)

Name: Price Valley  National Forest: Payette
Location: Price Valley Helibase  New Meadows, Idaho

Mandatory Availability Period
May 15 – September 11, 2018  Net Days
120 Days

Daily Availability Offer Rate

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<td>Daily Availability Option Year 2</td>
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<td>Daily Availability Option Year 3</td>
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<td>$860,040.00</td>
<td>Option 3 2021</td>
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<td>Specified Hourly Flight Rate</td>
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**Optional Use Rate

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<td>**Optional Use Rate Option Year 3</td>
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<td>Option 3 2021</td>
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*Estimated number of flight hours per year is for estimation purposes only, the Government does not guarantee any flight hours under this contract.

**Optional Use Rate will be evaluated for reasonableness.

ITEM NO. 10

Make:  
Model:  
Series:  
N Num:  

20
SECTION B
SUPPLIES OR SERVICES AND PRICES

ITEM NO. 10

Contracted Helicopter Equipped Weight

Equipped Weight (see definition) 6,100 lbs is required

Approved HOGE Performance

(Note: Do not include weight of bucket and suspension hardware in payload calculations)

HOGE Non-Jettisonable Payload (Line 13 Load Calculation) 2,455
HOGE Jettisonable Payload (Line 13 Load Calculation) 2,755

Bucket Weight

Bucket Weight 214 lbs
Includes any associated suspension hardware, 150’ long line (cables, connectors, etc.)

Note:

For the purpose of evaluating helicopter performance and computing the Interagency Load Calculation, only current, applicable FAA approved Performance Charts shall be used.

Relief Crew Costs Per Person (Round Trip)

Travel cost from Contractors Principle Base of Operation to Host Base for contract relief crew costs, per person, (Round Trip) $ 57.00 (see C-41/C-42). The relief crew costs will be reviewed prior to award and prior to each renewal option period.
ITEM NO. 11  Helicopter equipped with bucket (Type II Medium-Rappel)

Host Base(s)

Name: Price Valley  
Location: Price Valley Helibase  
New Meadows, Idaho  
National Forest: Payette  
Mandatory Availability Period:  
June 08 – October 05, 2018  
Net Days: 120 Days

Daily Availability Offer Rate

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**Optional Use Rate**

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</table>

*Estimated number of flight hours per year is for estimation purposes only, the Government does not guarantee any flight hours under this contract.

**Optional Use Rate will be evaluated for reasonableness.

ITEM NO. 11

Make: b(4)  
Model:  
Series:  
N Nun:  

22
SECTION B
SUPPLIES OR SERVICES AND PRICES

ITEM NO. 11

Contracted Helicopter Equipped Weight

Equipped Weight (see definition) 6,094 lbs is required

Approved HOGE Performance

(Note: Do not include weight of bucket and suspension hardware in payload calculations)

HOGE Non-Jettisonable Payload (Line 13 Load Calculation) 2,461

HOGE Jettisonable Payload (Line 13 Load Calculation) 2,761

Bucket Weight

Bucket Weight 214 lbs
Includes any associated suspension hardware, 150' long line (cables, connectors, etc.)

Note:

For the purpose of evaluating helicopter performance and computing the Interagency Load Calculation, only current, applicable FAA approved Performance Charts shall be used.

Relief Crew Costs Per Person (Round Trip)

Travel cost from Contractors Principle Base of Operation to Host Base for contract relief crew costs, per person, (Round Trip) $ 57.00 (see C-41/C-42). The relief crew costs will be reviewed prior to award and prior to each renewal option period.
SECTION B
SUPPLIES OR SERVICES AND PRICES

ITEM NO. 30  Helicopter equipped with bucket (Type II Medium-Rappel)

Host Base(s)

Name: John Day
Location: John Day Airport, Oregon
National Forest: Malheur

Mandatory Availability Period May
June 01– September 28, 2018
Net Days
120 Days

Daily Availability Offer Rate

<table>
<thead>
<tr>
<th>SERVICES</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
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**Optional Use Rate**

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</thead>
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<tr>
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*Estimated number of flight hours per year is for estimation purposes only, the Government does not guarantee any flight hours under this contract.

**Optional Use Rate will be evaluated for reasonableness.

ITEM NO. 30

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<td>Series:</td>
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<tr>
<td>N Num:</td>
<td></td>
</tr>
</tbody>
</table>
SECTION B
SUPPLIES OR SERVICES AND PRICES

ITEM NO. 30

Contracted Helicopter Equipped Weight

Equipped Weight (see definition) ______ lbs is required

Approved HOGE Performance

(Note: Do not include weight of bucket and suspension hardware in payload calculations)

HOGE Non-Jettisonable Payload (Line 13 Load Calculation) 2,574

HOGE Jettisonable Payload (Line 13 Load Calculation) 2,874

Bucket Weight

Bucket Weight ______ lbs
Includes any associated suspension hardware, 150' long line (cables, connectors, etc.)

Note:

For the purpose of evaluating helicopter performance and computing the Interagency Load Calculation, only current, applicable FAA approved Performance Charts shall be used.

Relief Crew Costs Per Person (Round Trip)

Travel cost from Contractors Principle Base of Operation to Host Base for contract relief crew costs, per person, (Round Trip) $ ______ (see C-41/C-42). The relief crew costs will be reviewed prior to award and prior to each renewal option period.
SECTION B
SUPPLIES OR SERVICES AND PRICES

Additional Pay Items

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<tr>
<th>Item</th>
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<th>Unit</th>
<th>Reference Pymt Clause</th>
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<td>Estimated</td>
<td>Hourly</td>
<td>Ref B-9</td>
</tr>
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<td>B</td>
<td>Fuel Truck Mileage</td>
<td>Estimated</td>
<td>Mileage</td>
<td>Ref C-38</td>
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<td>Subsistence Allowance (RON)</td>
<td>Estimated</td>
<td>Daily</td>
<td>Ref C-42</td>
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<tr>
<td>D</td>
<td>Water Enhancers</td>
<td>Estimated</td>
<td>Gallon</td>
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<tr>
<td>E</td>
<td>Additional Personnel</td>
<td>Estimated</td>
<td>Each</td>
<td>Ref C-33</td>
</tr>
</tbody>
</table>

B-2 OFFERORS MAY QUALIFY THEIR BIDS - OFFERORS SHALL INDICATE BELOW THE MAXIMUM NUMBER OF ITEMS WILLING TO ACCEPT

Three

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 and will not be considered for the evaluation of proposals. 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.

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.
SECTION B
SUPPLIES OR SERVICES AND PRICES

(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 manufacturer's
requirements and configured in accordance with the contract 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 aircraft's weight and balance
documentation (See Form B, Exhibit 21).

(iii) Weighing shall be:

(A) Accomplished within 12 months prior to the original 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:

(A) Remain at or below the contracted helicopter equipped weight as
proposed in the base year of the contract. When there is a difference in
the aircraft's weight between different scale readings, 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 when compared. (Ref. NIST Handbook 44, Table 6).

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

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

(vi) If the government requires additional equipment after contract award, no
penalty will be assessed.
SECTION B
SUPPLIES OR SERVICES AND PRICES

(2) After proposal evaluations and prior to or post award all aircraft weights 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.

All aircraft shall be weighed prior to start of the Mandatory Availability Period (MAP).

Applicable for Type II (Medium) Helicopters Bucket:

CAPABILITY OF:

☐ Hovering in ground effect (HIGE)

Or

☒ Hovering out of ground effect (HOGE)

At 7,000 feet pressure altitude and 20 °C with ☒ non-jettisonable ☐ jettisonable
Payload of 1650 pounds, as determined by Exhibit 13, Standard Interagency Load Calculation
form, using a standard pilot weight of 200 pounds and fuel for one hour and 30 minutes (01+30)
as determined by Exhibit 12, Hourly Flight Rates, Fuel consumption, and Weight Reduction Chart.
For Computed Gross Weight use Exhibit 22 for load calculation.

Applicable for Type II (Medium) Helicopters Tank:

CAPABILITY OF:

☐ Hovering in ground effect (HIGE)

Or

☒ Hovering out of ground effect (HOGE)

At 7,000 feet pressure altitude and 20 °C with ☒ non-jettisonable ☐ jettisonable
Payload of 1200 pounds, as determined by Exhibit 13, Standard Interagency Load Calculation
form, using a standard pilot weight of 200 pounds and fuel for one hour and 30 minutes (01+30)
as determined by Exhibit 12, Hourly Flight Rates, Fuel consumption, and Weight Reduction Chart.
For Computed Gross Weight use Exhibit 22 for load calculation.

B-4 ENGINE REQUIREMENTS

Turbine engine(s)

B-5 CREW COVERAGE

The number of persons required will be the minimum complement of personnel while operating
under this contract, additional positions may be offered to staff and support the helicopters.

☒ One Pilot Crew or ☒ Two Pilot crew (Night Ops-) or ☐ Three Pilot crew

And
SECTION B
SUPPLIES OR SERVICES AND PRICES

☐ With Relief Pilot(s) ☐ Without Relief Pilot(s)
☐ 6-Day Coverage (See Chart Below)
☒ 7-Day Coverage (See Chart Below) ☐ A ☐ B OR ☒ C

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<td>6-Day Coverage No Relief Required</td>
<td>3-Hour Call-up</td>
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<td>7-Day</td>
<td>FSVD Required Relief FSVD Required</td>
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</tr>
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<td>A.</td>
<td>FSVD Required Relief FSVD Required</td>
<td>Mechanic(s) Required at Host Base/Alternate Base (May serve as FSVD) Relief Mechanic(s) 3-Hour Call-up</td>
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<tr>
<td>C.</td>
<td>Full Time FSVD Required at Host Base/Alternate Base</td>
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</tbody>
</table>

B-6 MAXIMUM COMPLEMENT OF PERSONNEL BY AIRCRAFT TYPE

Type II (Medium) Helicopter - A maximum of 4 Personnel may be paid as per the payment clause.

Note: Managers may pay up to the Maximum Compliment.

B-7 ACCEPTABLE WORK SCHEDULES (NEED TO CHECK ONE) Night flying operations will be in accordance with Exhibit 30.

☒ 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 with the exception of Maintenance Personnel. Maintenance Personnel may work a 14/14 schedule. If maintenance personnel work 14 days on they must take 14 days off, unless approved by the Contracting Officer. Days off schedule may vary. A 14/14 schedule must be requested by checking “Other” and subject to approval by the Contracting Officer.

B-8 STANDBY HOURS PER DAY

9 Hours Standby per day

B-9 EXTENDED STANDBY HOURLY RATE

$51.00 per hour
SECTION B
SUPPLIES OR SERVICES AND PRICES

B-10 OVERNIGHT STANDARD PER DIEM RATE ALLOWANCE
Rates as published in Federal Travel Regulations See Section C

B-11 OPERATIONS IN ALASKA, CARIBBEAN, CANADA, OR MEXICO (Contractor to check all that apply).
Contractor has authorization as indicated in FAA Operation Specifications for operations in the following locations. Reference Exhibit 3

☒ ALASKA ☐ CARIBBEAN ☒ CANADA ☒ MEXICO

B-12 CONTRACTOR FURNISHED SPECIAL REQUIREMENTS (Note that exceptions may apply)
NOTE: Anything checked will have an Exhibit that applies to an applicable C clause, or CFR Reference.

☒ VHF-AM Radios: Total A/C Qty: _____ (See C-7 (b) (1) (i) / C-7 (a)(2)(i) / C-7(a)(3)(i) List Item Number(s)
☒ VHF-FM Radios: Total A/C Qty: _____ (See C-7 (b) (1) (ii)/C-7 (a)(2)(ii) / C-7(a)(3)(ii)
☒ VHF-FM Programming Ports (See C-7 (b) (5) (iv))
☒ External PA with Siren capability (See C-7 (b) (1) (v) (A))
☐ Internal PA with Siren capability for Heavy helicopters (See C-7 (b) (1) (v) (B)) List Item Number(s)
☐ Satellite Communications System: Minutes/Month _____ (See C-7 (b)(1)(vi)) List Item Number(s)
☐ Aeronautical GPS in lieu of a portable GPS (See C-7 (b) (3) (i) (A))
☒ GPS with Moving Map (See C-7 (b) (3) (i) (C))
☐ GPS Data connector (See C-7 (b) (5) (v)) List Item Number(s)
☐ External Portable Aviation GPS Antenna: GPS Model: __________ (See C-7 (b) (5) (vi)) List Item Number(s)
☒ Traffic Advisory System (TAS) (See C-7 (b) (4) (vi))
☐ ADS-B IN and OUT (See C-7 (b) (4) (vii)) List Item Number(s)
☒ Aft Cabin Audio Control System (See C-7 (b) (2) (ii) (C))
☒ Additional Telemetry Unit (ATU) (C-7 (b) (4) (iii)) All Items.
☒ Dual USB charging ports, Qty: ____ Users:SIC Positions_______ (See C-7 (b) (5) (vii)) List Item Number(s)
☒ P-25 Digital VHF-FM Mobile Radio for Fuel Servicing Vehicle (See Exhibit 8 (g))
☒ Rappel Capability (See C-7 (a) (2) and Exhibit 17) Item 2 Libby, Item 3 Shenango, Item 7 and 8 Salmon, Item 9 Lucky Peak, Item 10 and 11 Price Valley, Item 18 Trimmer, Item 20 Scott Valley, Item 27 Prineville, Item 28 Wenatchee, Item 29 Grants Pass, Item 30 John Day, Item 31 and 32 LaGrande.
☒ Extended Height landing gear (See C-4)(d)(22)
SECTION B
SUPPLIES OR SERVICES AND PRICES

☐ Litter Kit Provisions ☐ with Litter ☐ w/o Litter (See Exhibit 25). List Item Number(s)
☐ FAA Over Water Kit (See Exhibit 24) List Item Number(s)
☒ Fixed Suppressant/Retardant Delivery Tank (See Exhibit 5) Item 14 Ramona, Item 15 Chuchupate, Item 16 Heaps Peak, Item 19 Santa Ynez, Item 23 Arroyo Grande, Item 33 and 34 Fox Field
☐ PART 27--Airworthiness Standards: Normal Category Rotorcraft Only (See CFR Part 27)
List Item Number(s)
☐ STC'd For Left Seat Vertical Reference See Section (C-4 (d) (10))
☐ Gated Power fill Bucket (required as the primary bucket on all bucket offers see C-4 (18) (iii))
☐ Engine Re-Ignition Kit (C4 (e) (3))
☒ Fast Fin/Strake, BH 212 only (C-4 (e) (2))
☒ Tail Rotor Mod Kit, Increased Take Off Horse Power Kit and PT6T-3 Engines (212HP), BH 212 only
☒ Rapid Refueling ☒ Close Circuit ☐ Open Port (Exhibit 8)
☒ Electronic Weight and Balance (C-4 (e) (1))
☐ Synthetic Longline (Exhibit 5 (b) (15) (iii))
☐ Law Enforcement Short Haul (Exhibit 27)
☒ Night Flying Operations (See C-7 (a) (3) and Exhibit 30) Item 33 Fox Field
☒ Certificated For Full Time Left Seat Operations (135 and 133) (C-4 (e) (4)) except for Item 33 NVG
☒ Aircraft shall be marked as indicated below in 8 to 12 inch high visibility letters on the underside of the aircraft to be visible from the ground with or without tank installed.
☒ FIRE
☒ Other Markings required by line item (example" H-500")

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<th>Item No.</th>
<th>Host Base</th>
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SECTION B
SUPPLIES OR SERVICES AND PRICES

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<td>Fox Field</td>
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</table>

☐ Other:

B-13 CONTRACT PILOT QUALIFICATION

Pilots performing on this contract will meet the requirements of Section C12 D and C-20. Contractors will offer pilots approved or eligible for approval in the mission tasks selected below. All pilots offered may be evaluated in accordance with C12 (b) 2 or when requested by the CO.

☑ Low Level (Recon and Surveillance)
☑ Helitack/Passenger Transport
☑ External Load (belly hook) (except for Item 33 Fox Field)
☑ Water/Retardant Delivery
☑ Longline VTR (150') (except for Item 33 Fox Field)
☑ Snorkel Item 14 Ramona, Item 15 Chuchupate, Item 16 Heaps Peak, Item 19 Santa Ynez. Item 23 Arroyo Grande, Item 33 Fox Field, Item 34 Fox Field.
☑ Mountainous Terrain Flight
☐ Aerial Ignition ☐ PSD ☐ Torch
☐ Short Haul
☐ Snow Operations (deep snow)
☑ Night Vision Goggle Operations (Item 33 Fox Field)
☐ Other

B-14 GOVERNMENT PILOT

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

B-15 PUBLIC AIRCRAFT OPERATIONS

After contract award, Contractor will submit Exhibit 28 (Public Aircraft Operations) to FAA.
SECTION B
SUPPLIES OR SERVICES AND PRICES

B-16 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).

B-17 FOR NIGHT FLYING HELICOPTER OPERATIONS (NVG)--PRE-MANDATORY AVAILABILITY PERIOD AGENCY/CONTRACTOR TRAINING REQUIREMENTS

Prior to the beginning of the MAP, the vendors crews shall attend up to 1 week (7 days) of mission specific training to be scheduled and coordinated by the agency at the host base. Payment per day for the attending crew members will be made in accordance with the additional personnel clause, C-33.
HOVERING CEILING
IN-GROUND EFFECT
TAKE-OFF POWER

205A-1 HELICOPTER - T5317A ENGINE-212 MAIN ROTOR BLADES
ZERO WIND 100% N1

Note: In-ground effect hovering based on four (4) foot skid height
Figure 5-3 (Sheet 1 of 5)

HOVERING CEILING
OUT OF GROUND EFFECT
+0% ENGINE

TAKEOFF POWER
ENGINE RPM 100% (N2)
205A-1 HELICOPTER – T5317 ENGINE – 212 MAIN ROTOR BLADES
ZERO WIND 100% N1

SKID HEIGHT 60 FT
DE-ICING OFF

Proprietary Information: This information contained herein is proprietary to BLR Aerospace, LLC and shall not be reproduced or disclosed in whole or part or used for any design or manufacture except when such user possesses direct, written authorization from BLR Aerospace, LLC.

FAA Approved: 3 July 2012
Rev IR
WEIGHT VS ALTITUDE LIMITATIONS (cont)

Weight, Altitude and Temperature limitations for take-off and landing in accordance with allowable wind direction limitations depicted above.

WEIGHT - ALTITUDE - TEMPERATURE LIMITATIONS FOR TAKEOFF AND LANDING
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

C-1 SCOPE OF CONTRACT

(a) The intent of this solicitation and any resultant contract is to obtain 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.

(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 contract. (See Section E 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 contract 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) During the Availability Period the helicopter shall be made available for the exclusive use of the Government.

(d) 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.

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

(f) The Contracting Officer (CO) may by mutual agreement, release the Contractor from the contract 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.

(g) Reserved

(h) Reserved

(i) Reserved

C-2 CERTIFICATIONS

(a) General

(1) Contractors shall be currently certificated to meet 14 Code of Federal Regulations (CFR), 133 (External Load Operations), 135 (Commuter and On Demand Operations and Rules Governing Person on Board Such Aircraft), and 137 (Agricultural Aircraft Operations), as applicable. Any helicopter offered shall be listed by make, model, series, and registration number on the Operators Certificates.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

(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) Reserved

(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) Restricted Category Helicopters

(1) Helicopter(s) certificated in Restricted Category shall have been issued a Special Airworthiness Certificate.

(2) Helicopter(s) configured from aircraft types that have FAA Type Certificates obtained by the helicopter manufacturer shall incorporate the manufacture's designated changes to bring the helicopter into conformity with their type design, excluding passenger configuration requirements. All applicable Airworthiness Directives and mandatory manufacturer Service Bulletins shall be accomplished.

(3) Helicopter(s), which are configured from former military aircraft, which have FAA Type Certificates based upon military operation in lieu of a manufacturer's Type Certificate, shall have all applicable Time Compliance Technical Orders (TCTO's), military Service Bulletins, and Safety-of-Flight Messages accomplished. This includes any directives, which refer to later models of the same type, which were issued after the earlier models had left the military inventory. When FAA approvals establish more restrictive limits, such limits will prevail.

(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.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

C-3 GOVERNMENT FURNISHED PROPERTY/INFORMATION

(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 (APR 2012).

(b) The Government will deliver the following information (GFI) to the Contractor upon arrival at the Host Base, it will not have to be returned.


   (2) Reserved

(c) Water Enhancer Concentrate listed on the current Qualified Product List (QPL) may be provided by the Government as needed in accordance with the most current QPL 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))

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 OAS 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 contract 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 contract.

      (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)
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

(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. FAA approved "electronic" flight bags meet this requirement.

(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 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 Contract.

(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:
SECTION C
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(1) A copy of the Awarded Contract and modification(s) shall remain in the helicopter during the Contract period(s). Electronic copy with minimum 7 inch screen is acceptable.

(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. (as applicable)

(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.

(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 shoulder harness (either single diagonal strap with inertia reel or double-strap with or without inertia reel) for each aft cabin passenger position. Shoulder harness straps and lap belts must fasten with a single-point, metal-to-metal, quick-release mechanism.

(iv) For Type I (Heavy) Helicopters: An incorporated single or double shoulder harness integrated with the lap seat belt with one single point metal-to-metal (Lift Lever Buckle), quick release mechanism for each passenger position.

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

(A) An OEM installation

(B) STC'd
SECTION C
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(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 contract 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 that is activated by engine or transmission oil pressure.

OR

For helicopters with a landing gear incorporating an extendable strut, the hour meter may be activated by a switch mounted in such a manner as to only operate when the strut is fully extended.

The hour meter shall record actual flight time in hours and tenths of an hour 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 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. (Not required for Type 1 helicopters.)

(14) Reserved
SECTION C
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(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 contract 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 is capable of being loaded and locked in a single motion with one hand, and is rated at the maximum lifting capacity of the aircraft. Not required for Type I helicopters.

(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 (as applicable)

(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) For Power requirements see Exhibit 5.

(18) Variable capacity collapsible bucket(s) (Required for all bucket helicopters and Type II and III tanked helicopters)

(i) All Buckets

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

(B) The bucket, at 100 percent of manufacturers 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.

(C) An Operations Manual for the type bucket(s) provided shall be available on site.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

(E) Shall be leak free (½ gallon or less in a 24-hour period)

(ii) Non-Gated buckets and non-powerfill buckets

(A) A second variable capacity water retardant is required. At 100% capacity, the second bucket shall be no more than 10% greater than the minimum capacity of the primary bucket.

(B) 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.

(C) 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.

(iii) Gated Buckets and Powerfill buckets

(A) Requires electronic hook load measuring system that provides cockpit readout of the actual weight.

(B) Either the weight of the bucket or capacity shall be marked on the bucket or the operator shall have a written statement of the maximum capacity (weight).

(C) If powerfill equipped, bucket must fill to maximum capacity in no more than 90 seconds.

(19) Reserved

(20) Reserved

(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, for Standard Category personnel transport helicopters only.
SECTION C
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(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 1/2 inch to allow for installation of all passenger seats and access to all installed anchor points. (Not applicable to Type 1 or restricted category helicopters.)

(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.

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) Reserved

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

(30) Heating 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) Reserved

(e) Optional Items, as selected in B-12

(1) Electronic Weight and Balance, tablet or similar device to calculate electronic weight and balance and transmit it via email (when internet access exists). This is for operational weight and balance and is not a substitute for other contract requirements.
SECTION C
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(2) Fast Fin and Strake, FAA approved tail boom and vertical fin modifications. BLR is a known supplier of this equipment.

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

(4) Aircraft shall have a Supplemental Type Certificate for Left Seat Operations under Part 91, 135 and 133.

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 contract 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 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 contract.

(4) Contract 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, and at least every 12 flight hours or 7 days—whichever occurs first; transmitted to the operator’s home office (Location that Certificate is held).

(7) Maintenance of aircraft records shall be in accordance with the FAA Advisory Circular (AC) No. 43-9C as revised.
SECTION C
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(8) Contractor shall notify the Contracting Officer at least 16 flight hours prior to the initiation of any maintenance inspection. In addition 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, host or alternate base, or in the best field conditions available. Flight time to and from a maintenance facility or alternate base or location in excess of 30 minutes of flight time will not be paid.

(12) When less than 50 hours remain before the initial 100-hour inspection, the first 100 hour inspection shall be performed before or after the daily standby, or as approved by the Contracting Officer.

(13) Helicopters on an FAA Approved Aircraft Maintenance Programs (for example 100 hr Inspections, phase or progressive type inspection), and after having flown 50 or more hours following the start of the Mandatory Availability Period, the Contractor May Perform scheduled inspection or maintenance without loss of availability. From that time, after every subsequent 100 hours of flight (±10%), scheduled inspections or maintenance may be performed without loss of availability per the requirements in (i) thru (iii) below.

   (i) When the inspection is due and the aircraft and flight crew have been released for the day, the contractor will be allowed to perform this scheduled inspection and/or maintenance, up to the end of the following calendar day, without assessment of unavailability.

   (ii) When the helicopter is available for service, it is the Contractor’s responsibility to ensure that the flight crew is also available. If the flight crew is not available when the aircraft is returned to service, unavailability will be assessed from that time until such time that they do become available.

   (iii) If the entire calendar day is not used to perform maintenance, no credit of that unused time shall be granted.

(14) During the MAP, contractor may, with the approval of the CO, elect to use 2 additional non-paid calendar days for the accomplishment of scheduled maintenance. These 2 days need not be consecutive; however they will each be full calendar days. Contractor shall request approval from the CO at least 48 hours prior to the initiation of the additional scheduled maintenance days. Contractor will not be assessed unavailability for performance purposes and will not be paid availability.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

(15) 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 21).

(16) Helicopter(s) under initially awarded contract(s) under this solicitation shall remain at or below contracted helicopter equipped weight as proposed in the base year of the contract. Helicopters will be allowed a total of 1% above the awarded contracted helicopter equipped weight as proposed during the combined contract option 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 original 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 contract award no penalty will be assessed.

(17) 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 21 for an acceptable example.

(18) When the contract 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 Contract.

(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 Contract and any renewal periods.

(2) Helicopters with power output below the minimum published performance charts or if the trend analysis indicates significant deterioration in performance the aircraft shall be removed from service. The power condition shall be corrected before return to service and contract availability.
SECTION C
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(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 Contract 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:

   (1) Locked door/windows; and/or

   (2) Fenced parking areas.

C-7 AVIONICS

(a) Minimum Requirements

All avionics used to meet this agreement shall comply with the requirements of paragraph (b) Avionics Specifications and paragraph (c) Avionics Installation and Maintenance Standards. The following are the minimum avionics which shall be installed. Additional avionics may be required in section B of this agreement.

   (1) All Helicopters

      (i) One VHF-AM Radio (COM 1)

      (ii) One VHF-FM Radio (FM 1)

      (iii) One Auxiliary FM system (AUX FM) {Not applicable to Type 1 helicopters with 2 VHF-FM radios installed}

      (iv) An Intercom System (ICS) {Not required in single occupant aircraft}

      (v) Audio Control systems applicable to the type of aircraft offered

      (vi) One Global Positioning System (GPS)

      (vii) An Emergency Locator Transmitter (ELT)
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

(viii) An Automated Flight Following System (AFF)

(ix) One Transponder

(x) One Altimeter and Automatic Pressure Altitude Reporting system

(xi) One Auxiliary Power Source (3 Pin) {Required for medium and light helicopters approved for passengers}

(xii) One Bucket/Torch Connector (9 Pin) {Required for medium and light helicopters}

(xiii) Lighting for night operations in accordance with 14 CFR 91.205 (c)

(xiv) Lighting for all instruments required by 14 CFR 91.205 (b)

(xv) ADS-B OUT will be required beginning January 1st 2020

(2) Type II Standard Category Exclusive Use and Rappel Helicopters

All Type II standard category exclusive use helicopters and helicopters approved for Rappel operations shall meet the requirements in paragraph (a) (1) (iii) through (a) (1) (xv), the additional requirements of section B and the following minimum requirements.

(i) Two VHF-AM Radios (COM 1 & COM 2)

(ii) Two VHF-FM Radios (FM 1 & FM 2)

(iii) An External Public Address system (PA)

(iv) An Intercom System (ICS) for all positions

(v) An Aft Cabin Audio Control system

(vi) One GPS with moving map in lieu of the standard GPS requirement

(vii) An Additional Telemetry Unit

(3) Helicopters approved for Night Vision Goggle (NVG) operations

Portable electronic devices are not acceptable for use in NVG operations and shall not be used to meet avionics requirements. Helicopters approved for NVG operations shall meet the requirements in (a) (1) (iii) through (a) (1) (xv), the additional requirements of section B and the following minimum requirements.

(i) Two VHF-AM Radios (COM 1 & COM 2)

(ii) Two VHF-FM Radios (FM 1 & FM 2)

(iii) An External Public Address system (PA)
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

(iv) An Intercom System (ICS) for all positions
(v) An Aft Cabin Audio Control system
(vi) One GPS with moving map in lieu of the standard GPS requirement
(vii) A Traffic Advisory System (TAS)
(viii) One RADAR Altimeter
(ix) Instruments and equipment for NVG operations in accordance with 14 CFR 91.205(h)
(x) One Rotatable Search Light
(xi) An Additional Telemetry Unit

(4) Helicopters approved for Air Tactical operations

Helicopters may be approved for Air Tactical operations provided they meet the requirements of (a) (1) (iii) through (a) (1) (xv) and the following requirements based on the type of Air Tactical approval. These requirements are for optional mission approval only. Paragraph (a)(1) and additional requirements in section B shall remain the minimum required avionics for aircraft under this agreement.

(i) Type I

(A) Two VHF-AM Radios (COM 1 & COM 2)
(B) Two VHF-FM Radios (FM 1 & FM 2)
(C) Radio transmit capability from the aft passenger compartment connected to the SIC/observer Audio Control system. An Aft Audio Control system for this position is acceptable.

(ii) Type II

(A) Two VHF-AM Radios (COM 1 & COM 2)
(B) One VHF-FM Radio (FM 1)
(C) Radio transmit capability from the aft passenger compartment connected to the SIC/observer Audio Control system. An Aft Audio Control system for this position is acceptable.

(iii) Type III

(A) Two VHF-AM Radios (COM 1 & COM 2)
(B) One VHF-FM Radio (FM 1)
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

(b) Avionics Specifications

All avionics used to meet this agreement shall comply with the following requirements and paragraph (c) Avionics Installation and Maintenance Standards.

(1) Communications systems

Transmitters shall not open squelch on, or interfere with, other AM or FM transceivers on the aircraft which are monitoring different frequencies. Transmit interlock functions shall not be used with communication transceivers. (This paragraph does not apply to single pilot helicopters which are not approved for passengers or non-fire aircraft.)

(i) VHF-AM Radios

VHF-AM radios shall be TSO approved aeronautical transceivers, permanently installed, and operate in the frequency band of 118.000 to 136.975 MHz with a minimum of 760 channels in no greater than 25 KHz increments. Transmitters shall have a minimum of 5 Watts carrier output power.

VHF-AM radios shall be TSO approved aeronautical transceivers, permanently installed, and operate in the frequency band of 118.000 to 136.975 MHz with a minimum of 760 channels in no greater than 25 KHz increments. Transmitters shall have a minimum of 5 Watts carrier output power and shall not open squelch on, or interfere with, other AM or FM transceivers on the aircraft monitoring different frequencies.

(ii) VHF-FM Radios

All aircraft approved for fire operations shall use P25 Digital VHF-FM transceivers meeting the specifications of FS/OAS A-19. FM radios used in all aircraft shall be agency approved. FS/OAS A-19 and a list of currently approved FM radios can be found on the following website: http://www.nifc.gov/NIMCD/documents.html. The following requirements shall be met.

(A) VHF-FM radios shall be aeronautical transceivers, permanently installed in a location that is convenient to the PIC and SIC/observer, and operate in the frequency band of 138 to 174 MHz. All usable frequencies shall be programmable in flight. Narrowband and digital operation shall be selectable by channel for both MAIN and GUARD operation. Carrier output power shall be 6-10 Watts nominal.

(B) Transceivers shall have a GUARD capability constantly monitoring [**687**] and have a tone of [**144**] on all GUARD transmissions. Simultaneous monitoring of MAIN and GUARD is required. Scanning of GUARD is not acceptable. Aircraft not approved for Air Tactical operation only require one FM GUARD receiver.
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(C) Transceivers shall have the capability of encoding CTCSS subaudible tones on all channels. A minimum of 32 tones meeting the current TIA/EIA-603 standards shall be selectable.

(D) Transceivers shall have the capability to display both receiver and transmitter frequencies. Activation indicators for transmit and receive shall be provided for both MAIN and GUARD operation.

(E) The radio shall use an external broadband antenna covering the frequency band of 138 to 174 MHz (Comant CI-177-1 or equivalent).

(iii) Auxiliary FM systems (AUX FM)

An interface to properly operate a portable FM radio through the aircraft audio control systems shall be provided using an MS3112E12-10S type bulkhead mounted connector with contact assignments as specified by FS/OAS A-17 available at the following website: http://www.nifc.gov/NIICD/documents.html. Sidetone for the portable radio shall be provided (AEM AA34 or equivalent). The following applies to all AUX FM installations.

(A) An external broadband antenna covering the frequency band of 138 to 174 MHz (Comant CI-177-1 or equivalent) shall be installed with the associated coax terminated in a bulkhead mounted BNC connector adjacent to the above 10 pin connector.

(B) A portable radio mount (Field Support Services AUX-EPH-RB or equivalent) shall be installed providing the crew unrestricted operation of the radio controls when connected with an 18 inch adapter cable.

(C) A VHF-FM radio meeting the requirements of paragraph (b)(1)(ii) may be installed, in addition to the radios already required, in lieu of the AUX FM system.

(iv) Non-Standard Radios

Non-standard radios shall be aeronautical transceivers interfaced to the aircraft audio control systems and a compatible antenna via an approved installation. The radio shall be compatible with the requesting unit.

(v) Public Address systems (PA)

PA systems shall be operated through the aircraft audio control systems and provide a siren with Yelp and Wail tones activated by the PIC and SIC/observer.

(A) External PA

The PA shall utilize speakers external to the aircraft with sufficient volume to be easily heard 100 feet below a hovering helicopter.
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(B) Internal PA

The PA shall utilize speakers internal to the aircraft with sufficient volume to be easily heard throughout the passenger compartment while in flight. Helicopter manager positions in heavy helicopters shall have a switch to activate the siren tones.

(vi) Satellite Communications System (Sat/Com)

(A) SatCom systems shall be FAA approved, powered by the aircraft electrical system via a dedicated circuit breaker, interfaced to the aircraft audio system as a communication transceiver, permit direct dial operation, and be operational in all phases of flight.

(B) All manufacturer required displays and controls shall be easily visible and selectable by the PIC and SIC/Observer.

(C) The contractor shall maintain a subscription providing uninterrupted service during the contract period and a minimum amount of minutes per month as identified in Section B. The Government will reimburse the contractor for actual costs incurred when using more than the required amount of minutes specified.

(vii) Dual USB charging Ports

USB charging ports must be TSO approved, capable of providing at least 2 amps of power to each port simultaneously with an output voltage of 5 VDC and installed in a location convenient to the specified users.

(2) Audio Systems

(i) Intercom Systems (ICS)

ICS shall integrate with the aircraft audio control systems and mix with selected receiver audio. An independent ICS volume control, keyed operation, and a “hot mic” capability shall be provided for each required position. Passenger volume adjustments shall not affect other positions. Hot mic may be voice activated (VOX) or controlled via an activation switch. The PIC shall have an isolation capability.

ICS is required for the PIC and SIC/observer for all aircraft. Exclusive-use helicopters approved for passengers, and helicopters which require an aft audio control system, shall provide ICS at all passenger positions. Call-when-needed helicopters approved for passengers shall provide ICS for two aft exit passenger positions.

(ii) Audio Control Systems

(A) General
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Aircraft configuration shall comply with the applicable drawing for “Helicopter Audio Requirements” at the following website: http://www.nifc.gov/NIICD/documents.html. A master radio volume control and controls for transmitter selection and independent receiver selection of all required radios shall be provided for each required audio control system. Each system shall have the capability to simultaneously select and utilize a different transceiver (and PA if required). Sidetone shall be provided for the user as well as for cross monitoring by all installed systems. Receiver audio shall be automatically selected when the corresponding transmitter is selected. Receiver audio shall be provided to each position which requires ICS (refer to ICS section for requirements). Aft audio control systems are not required to provide NAV audio.

All required passenger positions shall utilize the SIC/observer’s audio control system unless an aft audio control system is installed. Exclusive use helicopters approved for passengers shall provide radio transmit capability for two aft passenger positions. See the applicable “Helicopter Audio Requirements” drawing for locations.

Audio controls shall be labeled as COM-1, FM-1, AUX, PA etc... as appropriate or as COM-1, COM-2, COM-3, etc... with the corresponding transceiver labeled to match. Audio shall be free of distortion, noise, or crosstalk. The system shall be designed for use with 600 ohm earphones and carbon equivalent, noise cancelling, boom type microphones (Gentex 5060-4 or equivalent). The PIC and SIC/observer shall have U-92 type audio jacks.

All required passenger positions with ICS, including the SIC/observer, shall have MS3112E10-6S type 6-pin connectors wired for compatibility with an appropriate drop cord (Alpine Aerotech AAL280 series or equivalent). The 6-pin connector is not required at the SIC position in aircraft requiring dual pilots. Aft passenger connectors shall be mounted above the seats and near the passengers head. Drop cords shall be provided with the aircraft for all passenger positions which require ICS. In lieu of the 6-pin connector and drop cord, the SIC/observer may utilize either a foot or console mounted Push-To-Talk (PTT) switch in conjunction with a switch to select between radio and ICS PTT operation. Crew positions shall have radio and ICS PTT switches on their respective cyclic controls in addition to the previous requirements.

(B) Drop Cord Requirements

- Coil cord with sufficient length to provide unrestricted movement according to mission requirements (minimum 3 feet retracted and minimum 6 feet extended for required transmit positions).
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- 6-Pin MS3476L10-6P type connector on the coil cord
- U-92 (TJT-120) type audio jack on the housing
- Large clip
- Volume control
- ICS switch with momentary and lock positions
- Radio PTT switch (only for positions which require radio transmit)

(C) Aft Audio Control Systems (when required)

The audio controller shall be installed in a location that provides unobstructed access to the controls while seated. Aft passengers shall utilize the aft audio control system(s). Two aft passenger positions shall have radio transmit capability. See the applicable "Helicopter Audio Requirements" drawing for locations.

(D) Required Audio Control systems

The following audio control systems are required based on helicopter type

- Helicopters not approved for passengers
  A single audio control system for the PIC and SIC/observer
- Light and Medium Helicopters approved for passengers
  Two separate audio control systems (which may be combined in a single unit) for the PIC and SIC/observer
- Heavy Helicopters approved for passengers
  Two separate audio control systems (which may be combined in a single unit) for the PIC and SIC/observer and an aft audio control system for the Helicopter Manager.

(3) Navigation Systems

(i) Global Positioning Systems (GPS)

(A) Aeronautical GPS

Each required GPS shall be TSO approved, permanently installed where both the PIC and SIC/observer can clearly view the display, use an approved external aircraft antenna, and be powered by the aircraft electrical system. The GPS shall utilize the WGS-84 datum, reference coordinates in the DM (degrees/minutes/decimal minutes) format and have the ability to manually enter waypoints in flight. The GPS navigation database shall be updated annually covering the geographic areas where the aircraft will operate.
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(B) Portable Aviation GPS

Portable aviation GPS units (Garmin GPSMAP, aera, or equivalent) are acceptable when an Aeronautical GPS is not specified. They shall be securely mounted via an approved installation using the aircraft electrical system and a remote antenna. The GPS shall present information from an overhead perspective. The PIC shall have clear view of the display and unrestricted access to the controls. The SIC/observer shall also have a clear view of the display in Air Tactical aircraft. The GPS shall meet the above datum, coordinate, and database requirements for an aeronautical GPS. Portable GPS units are not acceptable for aircraft performing IFR or NVG operations.

(C) GPS with Moving Map

The GPS providing data to the moving map shall meet all of the above GPS requirements. The moving map’s display shall be 3 inches wide, 1.5 inches high, and show the aircraft’s present position relative to user selected waypoints and geographical features. The map may be integrated with the GPS.

(4) Surveillance systems

(i) Emergency Locater Transmitters (ELT)

*Emergency locater transmitters must be helicopter models with at least a 5 axis G-switch and certified to TSO-C126 or newer. ELTs must be automatic-fixed, installed in a conspicuous or marked location, and meet the same requirements as those detailed for airplanes in 14 CFR 91.207 (excluding section f). ELT mounts must use rigid attachments and meet the deflection requirements of RTCA/DO-204. Velcro style mounts are not acceptable. ELT antennas must be mounted externally to the aircraft unless installed in a location approved by the aircraft manufacturer. Documentation of current registration is required from the national authority for which the aircraft is registered.*

(ii) Automated Flight Following systems (AFF)

Automated flight following systems must be compatible with the government’s tracking program (AFF.gov), utilize satellite communications, and use aircraft power via a dedicated circuit breaker. AFF must be functional in all phases of flight and in all geographic areas where the aircraft will operate. The following additional requirements shall be met.

(A) A subscription service shall be maintained through the equipment provider allowing position reporting via the Government AFF Program. The reporting interval must be every two minutes while aircraft power is on.

(B) AFF equipment must be registered with AFF.gov providing all requested information. Changes to equipment and registration information shall be reported to AFF.gov ensuring the program is current prior to aircraft use. For assistance, the Fire Applications Help Desk (FAHD) may be reached at (866) 224-7677 or (616) 323-1667.
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(C) An AFF operational test shall be performed by the vendor no less than seven calendar days prior to the annual compliance inspection. This test must ensure that the system meets all requirements and is displayed in the AFF viewer with the correct information. A user name and password are required. Registration and additional information are available at https://www.aff.gov/. If the aircraft is not displaying properly, the vendor shall notify AFF.gov.

(D) If AFF becomes unreliable the aircraft may, at the discretion of the Government, remain available for service utilizing radio/voice systems for flight following. The system shall be returned to full operational capability within 5 calendar days after the system is discovered to be unreliable.

(E) This clause incorporates the Specification Section Supplement available at https://www.aff.gov/documents/Specification_Section_Supplement.pdf as if it was presented as full text herein.

(F) For questions about current compatibility requirements contact the AFF Program Manager by emailing affadmin@frienet.gov.

(iii) Additional Telemetry Unit (ATU)

(A) Additional Telemetry Units must be powered by the aircraft’s electrical system and operational in all phases of flight.

(B) The ATU must report tank/bucket open, close, gallons filled and gallons dropped events with GPS data (Date, Time, Latitude, Longitude, Altitude, Speed and Heading) following the data format as specified in the AFFJSON requirement at https://www.aff.gov/documents/Json_Specification_Section_Supplement.pdf. Depending on the tank or bucket system, additional data may be requested such as pump on/off and coverage level.

(C) Helicopters performing bucket operations must have a load cell system installed which provides data to the ATU. The ATU must use the difference in weight before and after water is filled or released to provide the data for gallons filled and gallons dropped events. Actuation of the bucket open switch must be used to initiate the open, close, and drop events. To prevent erroneous transmissions caused by metering loads, events may not be sent between filling the bucket and forward flight. The fill event must be based on a significant gain in weight and sent when forward flight is established. The aircraft and bucket must be configured to provide a ground to the ATU which indicates that a bucket is attached without any action required beyond installing the bucket. Type II and Type III helicopters must use the 9 Pin connector.

(D) The ATU data must be delivered to the government within two minutes from the time of the event and not interfere with any AFF position reports. A subscription service shall be maintained through the AFF equipment provider allowing AFF position reporting and ATU event data via the Government AFF program.
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(E) Calibration events shall be performed no less than seven calendar days prior to the aircraft inspection. The vendor shall verify that the system is properly reporting all data correctly and all GPS information is included per event.

(F) If the ATU becomes unreliable, the system shall be returned to full operational capability within 5 calendar days after the system is discovered to be unreliable.

(G) Contact the AFF Program Manager by emailing affadmin@firenet.gov for a list of systems known to meet the ATU requirements.

(iv) Transponders
Transponder systems shall meet the requirements of 14 CFR 91.215(a). Part 135 aircraft shall meet the "Mode S" requirements of 14 CFR 135.143(c). Transponder systems shall be tested and inspected every 24 calendar months as specified by 14 CFR 91.413.

(v) Altimeter and Automatic Pressure Altitude Reporting systems
Altimeter, static pressure, and automatic pressure altitude reporting systems shall be installed and maintained in accordance with the IFR requirements of 14 CFR Part 91. These systems shall be tested and inspected every 24 calendar months as specified by 14 CFR 91.411.

(vi) Traffic Advisory Systems (TAS)
Traffic advisory systems shall be TSO approved, use active interrogation, graphically display traffic relative to the aircraft’s horizontal position, and provide alert audio to the PICs audio control system. The display shall be within view of the PIC and SIC/observer. The system shall provide coverage in all directions above and below the aircraft with a maximum range of at least 10 nautical miles. The display shall allow range selection of 2 miles or less.

(vii) Automatic Dependent Surveillance – Broadcast (ADS-B)
(A) ADS-B OUT systems must be approved to TSO-C154c or TSO-C166b. Aircraft operating outside of the United States must be equipped with systems approved to TSO-C166b.

(B) ADS-B IN systems must be TSO approved, receive both UAT and 1090ES, and TIS-B traffic and FIS-B weather.
(5) General Systems

(i) RADAR Altimeters

RADAR altimeters shall be approved, operate from zero to a minimum of 2000 feet AGL and provide the operator an adjustable cursor which enables an altitude low (decision height) annunciation. The altitude low light shall be clearly identified, adjacent to the glare shield, and in view of the PIC.

(ii) Auxiliary Power Source (3 Pin)

An MS3112E12-3S type connector shall be installed and mounted in a location convenient to the passenger compartment and protected by a 5 Amp circuit breaker. Pin A shall be +28 VDC. Pin B shall be airframe ground. Pin C shall not be used. Reference FS/OAS A-16.

(iii) Bucket/Torch Connector (9 Pin)

(A) An MS3101A24-11S type connector shall be installed adjacent to the cargo hook within 12 inches. The connector must be adequately supported to prevent tension on the electrical wiring. Pin D must be airframe ground. Pin E must be +28 VDC operated with the “Bucket Open” switch on the collective and protected by a 50 Amp circuit breaker that can be manually opened and reset.

(B) The bucket open switch must be clearly labeled “Open”, spring-loaded to the “Off” position, and mounted on the collective to avoid confusion with the cargo hook release. The switch must be of a different design and mounted in such a way as to not easily be confused with the RPM Control (Beep switch).

(C) Helicopters performing bucket operations which require an ATU must use a permanently installed 9 Pin connector with Pin G wired to a discrete input of the ATU which is configured for a ground to signal that a bucket is connected. The 9 Pin connector on all bucket assemblies used with these helicopters must have Pin D (ground) jumpered to Pin G to provide an indication to the ATU that a bucket is connected. These pins must not be jumpered on the aircraft connector. All long lines used during bucket operations must use a dedicated conductor to carry the ground for Pin G through to each end. Remote hooks must not provide a ground to Pin G.
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(iv) VHF-FM Programming Ports

DB-9 type D-subminiature connectors shall be installed in a location convenient to the SIC/observer. These shall be wired for RS232 serial communication between all required VHF-FM radios and a laptop computer. Individual connectors or an FM select switch may be used. Pin 2 shall be data transmitted from the FM. Pin 3 shall be data received by the FM. Pin 5 shall be signal ground. Compatible radio front panel connectors may be used to meet this requirement if serial adapter cables are provided with the aircraft. For example TDFM 136A s/n FDA1200 and higher.

(v) GPS Data Connectors

DB-9 type D-subminiature connectors shall be installed in a location convenient to the SIC/observer. These shall be wired to receive RS232 serial data from the GPS to a laptop computer. Pin 2 shall be data transmitted from the GPS. Pin 5 shall be signal ground.

(vi) External Portable Aviation GPS Antennas

Antennas shall be TSO approved and compatible with the portable aviation GPS of the requesting unit.

(c) Avionics Installation and Maintenance Standards

All avionics used to meet this agreement shall comply with the manufacturer’s specifications and installation instructions, federal regulations, and the following requirements.


2. All antennas shall be FAA approved, have a Voltage Standing Wave Ratio (VSWR) less than 3.0 to 1 and be properly matched and polarized to their associated avionics system.

3. Labeling and marking of all avionics controls and equipment shall be understandable, legible, and permanent. Electronic label marking is acceptable.

4. Avionics installations shall not interfere with passenger safety, space or comfort. Avionics equipment shall not be mounted under seats designed for energy attenuation. In all instances, the designated areas for collapse shall be protected.

5. All avionics equipment shall be included on the aircraft’s equipment list by model, nomenclature, and location.
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C-8 RESERVED

C-9 RESERVED

C-10 OPERATIONS

(a) General

(1) Regardless of any status as a public helicopter operation (see Exhibit 28), 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 Contract 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.

Note: As of January 1, 2014 based off of guidance from the FAA, the US Forest Service will no longer automatically issue Public Aircraft Operations (PAO) declarations in conjunction with contract award. However, after contract award, declarations may be requested through the CO and will be issued from the USFS Washington Office on a case by case basis.

(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) The government recognizes the ever-increasing difficulty operators are encountering in hiring mission-qualified pilots. In response to this situation the government has developed provisions for contractors to conduct “On Contract” pilot operational training. This program has been designed with the intent of providing operational training opportunities to contractors seeking to upgrade pilots into new aircraft, and to provide operational training for pilots with little or no previous natural resource/wildland fire experience. This program is only applicable to Type 1 and Type 2 helicopters, other significant conditions and restrictions are detailed in Exhibit 19. Adherence to these guidelines is critical for success of the program. See Exhibit 19.

(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.
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(6) For contracts requiring longline operations, any combination of line length may be used at the discretion of the pilot, providing the pilot card is endorsed Longline VTR and interagency policies (obstacle and tail rotor clearance etc.) are adhered to.

(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 contract 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. Load calculations (Exhibit 13, Form 5700-17/OAS-67) shall be computed and completed daily 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.

(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 be located in or on the aircraft in such a manner as to potentially not 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.
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(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 at all times. However, Government personnel may assist with removal and reinstallation when properly trained by the mechanic or pilot. The contractor shall maintain full responsibility to ensure the procedure is accomplished correctly.

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) External Load Operations

(1) All External Load Operations (Applicable to Cargo, Bucket and Tank operations unless specifically noted)

(i) Determine allowable payload using the Interagency Helicopter Load Calculation, appropriate HOGE-J helicopter performance charts, and current local temperature and pressure altitude.

(ii) 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 helicopters conducting external load operations shall comply with applicable Rotorcraft Flight Manual Limitations.

(iii) When conducting external load operations, rotors will remain above the canopy or helicopter will operate within an opening no less than 1 1/2 times the main rotor diameter (e.g. an aircraft with a 48' main rotor diameter would require a 72' diameter opening).

(iv) For loads with a total suspended height of 50 feet or greater the pilot must be approved for longline VTR.

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

(i) Use actual weight of cargo from load calculation or manifest form. Weight reduction is optional and may be calculated into jettisonable payload when agreed upon by pilot and agency personnel.

(3) Bucket Operations

(i) All Bucket Operations (Applicable to both gated and non-gated buckets)

(A) 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.

(B) Buckets and hardware shall be designed for the applicable aircraft and attached directly to the belly hook unless the pilot is approved for longline VTR.

(C) 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.

(D) For initial attack only, vendors operating aircraft with limited storage or limited storage access are authorized to use any water bucket with a capacity of over 200 US gallons. Higher capacity, compact, lightweight buckets are no longer available or no longer supported. Vendors shall switch to a bucket meeting contract specifications as soon as practical, typically after the first fuel cycle.

(ii) Non-gated bucket operations

(A) Partial dips are not authorized.

(B) 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.

(C) 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.

(iii) Gated bucket operations

(A) Requires electronic hook load measuring system that provides cockpit readout of the actual weight.
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(B) Partial filling is authorized, based on aircraft performance and environmental conditions.

(4) Tank Operations

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

(i) 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.

(ii) Prior to or during the helicopter’s first start-up of each day, tank doors shall be checked for normal and emergency operation, to include checking the snorkel for proper operation. These operational checks should be incorporated into the aircraft’s cockpit checklist. Not required in conditions that present potential damage to tank or snorkel system.

(iii) Items awarded as tanked aircraft may replace tank with water bucket when requested by the government due to firefighting suppression tactics, this should be documented and CO notified.

(f) Reserved

(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. During flight operations the front seat not occupied by a pilot may only be occupied by a Helicopter Manager, or briefed and authorized by PIC or HMGR. For Type III aircraft, 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 DOT Emergency Response Guide (ERG) shall be aboard each aircraft operating under the provisions of this Special Permit and can be found at this website:  http://www.fs.fed.us/fire/aviation/av_library/index.htm#

(2) It is the responsibility of the Contractor to ensure that Contractor employees have received training in the handling of hazardous materials. 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:  https://www.iat.gov/Training/modules/a110/pre-110.html
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(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) and procedures will be provided by the government. https://www.nwrg.gov/publications/444

(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 Contract 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).

An SPCC plan is required for each mobile fueler used on this contract 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 qualified non-crewmembers are authorized on tactical flight missions. The Mechanic and Fuel Service Vehicle Driver are not considered qualified non-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.

(4) Vendor-QA/Evaluation/Safety checks may be conducted IAW Exhibit 29
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(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 contract.

(2) PIC’s shall pass a flight evaluation within a 36 month period. The government retains the right to have a flight evaluation conducted at any time. The evaluation will be conducted in accordance with the Interagency Helicopter Practical Test Standards (http://www.nifc.gov/aviation/av_documents/av_helicopters/IHPPTS.pdf) and per the contract 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 http://www.nifc.gov/aviation/av_helicopters.html (Helicopter Pilot Qualifications and Approval Record). 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 helicopters by the Chief Pilot (as applicable).

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


(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.
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(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 18. 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 Contract.

(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:

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 or FS/OAS-accepted equivalent training (accepted equivalency applicable to Type II Helicopters Only).

**The contractor may request that this pilot flight hour requirement be waived for a pilot under special circumstances; however, the waiver may or may not be granted. The contractor should contact the Contracting Officer in advance of this need for additional information on this process. No other pilot qualification exceptions will be considered by the Government.
*** Weight class is defined as:
Small aircraft - aircraft weighing 12,500 lbs. or less.
Medium aircraft – aircraft weighing more than 12,500 up to 41,000 lbs.
Large aircraft – aircraft weighing 41,000 up to 255,000.

Additional Special Mission Requirements:
Contract 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*

*Mandatory for Type I, II & III Exclusive Use and Type I & II CWN Pilots. 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. Experience operating outside the United States may be considered “Mountain Flying” providing it is conducted in mountainous regions defined as 2000 feet above surroundings containing long slopes, deep valleys, and high ridges. 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 Contract 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) Second in Command (SIC) Requirements (if applicable)
Second-In-Command shall meet requirements of operator’s certificate. The requirements for the second pilot shall be a commercial pilot certificate with rotorcraft category, helicopter class rating, and at a minimum a valid second class medical certificate. They are not issued a Helicopter Pilot Qualification card.
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(h) Mechanic Qualifications

(1) The mechanic shall have a valid FAA mechanic certificate with airframe and power plant ratings, and shall have held the certificate for a period of 24-months. The mechanic shall have been actively engaged in aircraft maintenance as a certificated mechanic for at least 18-months out of the last 24-months. Or a mechanic may qualify by meeting one of the following.

(a) The mechanic shall have a valid FAA mechanic certificate with airframe and power plant ratings, and shall have held the certificate for a period of 12 months. The mechanic must show evidence of Four years military experience of aircraft maintenance training and qualification as a Technical Inspector for Airframe or Power Plants.

(b) The mechanic shall have a valid FAA mechanic certificate with airframe and power plant ratings, and shall have held the certificate for a period of 12 months. The mechanic must then have held the foreign equivalent with both ratings for a period of 24 months.

(2) The mechanic shall have 12-months experience as an Airframe & Power Plant (A&P) mechanic 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 contract has met the minimum certification, training, and experience qualifications of this section. The Aircraft Mechanic (Helicopter) Qualifications Form can be found in Exhibit 20 of the contract.

(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 Contract, including any optional periods. Should the mechanic leave the employment of the Contractor, the mechanic shall surrender the card to the Contractor upon termination of employment.
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(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.

C-13 CONDUCT AND REPLACEMENT OF PERSONNEL

(a) Performance of Contract 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 Contract 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 contract shall be suspended from performing pilot duties under this contract and any other activity authorized under the interagency pilot qualification card(s) issued to the pilot pending the investigation outcome.

(c) Upon involvement in an Incident-with-Potential as defined under mishaps, a pilot operating under this contract may be suspended from performing pilot duties under this contract and any other activity authorized under the interagency pilot qualification card(s) issued to the pilot pending the incident investigation outcome.
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(d) When a pilot/mechanic is suspended, and when requested, the interagency pilot/mechanic qualification card(s) shall be surrendered to the CO or authorized Government representative. 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 contract awarded performance after receipt of contract modification by the Contracting Officer. A contract modification shall only be provided after the contractor has submitted documentation for the substitution helicopter equal to the information originally submitted for the awarded helicopter. 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) Flight limitations. Flight crewmembers shall be subject to the following flight hour limitations:

(1) 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.

(2) 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.
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(3) Flight time shall not exceed a total of 8-hours per day. Except for 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).

(4) Flight time shall not exceed a total of 42-hours in any 6-consecutive days. Pilots accumulating 36 or more flight hours in any 6-consecutive duty-days shall be off duty the following one calendar day for rest, after which a new 6-day cycle will begin.

(b) Duty Limitations. Flight crewmembers shall be subject to the following duty limitations:

(1) Assigned duty of any kind shall not exceed 14-hours in any 24-hour period. 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) The pilot shall be given a minimum of 10 consecutive hours of rest (off duty) prior to any duty assigned duty period.

(3) Pilots shall be have two (2) calendar days of rest (off duty) during any 14 consecutive duty days. Various work schedules are acceptable as per Section B. The compliment of contract 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)

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

(5) Duty includes flight time, ground duty of any kind, and standby or alert status at any location.

(c) 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. When a notice is issued the government representative will provide a copy of the notice and the procedures for exemptions. Payment for a non-flight day will either be at the daily availability rate or the hourly stand-by rate as applicable.

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

(e) 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.

(f) Relief, additional, or substitute pilots reporting for duty under this Contract shall furnish a record of all duty and all flight hours during the previous 14-days to the helicopter manager upon arrival.

(g) Reserved
(h) **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. If maintenance personnel work 14 days on they must take 14 days off, unless approved by the Contracting Officer. Days off schedule may vary. A 14/14 schedule must be requested by checking “Other” and subject to approval by the Contracting Officer.

(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.

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

(i) **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 the COR with a copy of all reports required to be submitted to the FAA in accordance with 14 CFR that relate to pilot and maintenance personnel performance, aircraft airworthiness or operations. The Contractor will submit an FAA Form 8010-4, Malfunction or Defect Report, or file electronically in the FAA’s Service Difficulty Reporting (SDR) system any maintenance deficiency identified in 14 CFR Part 21.3(c), 135.415, 135.417 or as requested by the government for what it considers a significant discrepancy.
(b) Following the occurrence of a mishap, the CO or designated representative will evaluate whether noncompliance or violation of provisions of the contract, the FAA applicable to the Contractor’s operations, company policy, procedures, practices, programs, and/or negligence on the part of the company officers or employees may have caused or contributed to the mishap.

(c) The Contractor shall develop, maintain and utilize 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 contract. When the CO, in conjunction with the agency Aviation Safety Manager determines the safety programs do not adequately promote the safety of operations, the Government may terminate the contract for cause as provided in the “Contract Terms and Conditions” when factors indicate a lack of compliance. Examples of such termination causal factors are (1) personnel activities, (2) maintenance, (3) safety and risk management, and (4) compliance with regulations.

(d) The Contractor shall fully cooperate with the CO in the fulfillment of this clause. The CO may suspend performance of this contract work, during the evaluation period used to determine cause as stated above. Upon request of the government, the contractor will provide copies of CVR, FDR, OLMS, etc. data following a mishap or at the discretion of the government.

(e) **Contractors Stand-Down or Deactivation**

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

2. The Contractor shall also notify the Contracting Officer by telephone, followed up with a written notification (email or letter) to the Contracting Officer of the planned reactivation date for each of the effected aircraft. The Contractor’s verbal and written notifications shall include the tail number(s) of all of the reactivated aircraft, the rationale/corrective action plan (if applicable), and the date(s) of the reactivation(s).

3. Once a Contracting Officer has been officially notified of a Contractor implemented stand-down and/or deactivation, the Contracting Officer shall notify the appropriate Government officials accordingly.

### C-18 MISHAPS

(a) **Reporting**

1. While operating under this contract the contractor must immediately, and by the most expeditious means available, notify the NTSB AND the appropriate agency Aviation Safety Manager (ASM) when an "Aircraft Accident" or NTSB reportable "Incident" occurs.

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

   1-888-4MISHAP (1-888-464-7427)
(b) Forms Submission

(1) Following an "Aircraft Accident" or when requested by the NTSB following notification of a reportable "Incident," the Contractor must provide the agency Air Safety Investigator with information necessary to complete a NTSB Form 6120.1/2 "Pilot/Operator Aircraft Accident Report".

(2) The Contractor must also submit a "SAFECOM" within 2 days of an accident. SAFECOM is the agency confidential aviation safety reporting system for accident prevention. It is a tool used to encourage the reporting of any condition, hazard, mishap, observance, act, maintenance problem, or circumstance that has the potential to cause an aviation or aviation-related mishap. Data obtained from the system is monitored to identify emerging hazards, share critical safety information, document and track safety issues and identify training needs. It is also used for reporting positive safety actions and mishap prevention measures.

The SAFECOM system is not intended for initiating punitive or disciplinary actions and is not to be used for claims or contract evaluation /determination purposes. The goal of the SAFECOM system is to create a reporting culture that encourages open and honest reporting that improves the safety of aviation operations. SAFECOMs should be utilized in tailgate safety sessions, after action reviews, and briefings only after they have been properly managed through the system.

Submitting a SAFECOM is not a substitute for "on-the-spot" correction(s) to a safety concern. It is imperative that safety issues be addressed at the local level as well as being documented in a SAFECOM. SAFECOM managers at all levels may have additional corrective actions and input.

SAFECOM managers at all levels are responsible for protecting personal data and sanitizing SAFECOMs prior to any distribution and/or posting to the public. The SAFECOM system contains Personal Identifiable Information (PII) which is subject to the Privacy Act of 1974, 5 U.S.C. § 552a that must be protected and safeguarded. In the event of an accident, NTSB law 49 CFR 831.11 & 831.13 which respectively, specify certain criteria for participation in NTSB investigations and limitations on the dissemination of investigation information applies.

In order for SAFECOM’s to be effective as an accident prevention tool, they should be reported as soon as possible to the agency with operational control of the aircraft at the time of the event. SAFECOMs can be submitted online at www.safecom.gov or via phone at 888-464-7427. Hard copies of the OAS-34/FS-5700-14 form can be faxed to OAS at 208-433-5007; USFS at 208-387-5735 or submitted through the Unit/Forest Aviation Officer.

(c) Wreckage Preservation

(1) The Contractor shall not permit removal or alteration of the aircraft, aircraft equipment, including fuel servicing vehicle, records following an "Aircraft Mishap" 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.
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(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 Contract. Further, the Contractor fully agrees to cooperate with the USFS during an investigation and make available personnel, personnel records, aircraft records, and any equipment, damaged or undamaged, deemed necessary by the USFS. Following a mishap, the Contractor shall ensure that personnel (Pilot, mechanics, etc) associated with the aircraft will remain in the vicinity of the mishap until released by the CO.

(e) Related Costs

The NTSB or USFS 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-Contract availability, and return transportation of any items disassembled by the USFS.

(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.
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(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

(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), normally worn around the neck and over the shoulders only, shall be worn by each individual on board the helicopter when conducting operations beyond power-off gliding distance to shore, and during all bucketed or tanked firefighting operations. Personal flotation devices that are normally worn around the waist, which need to be pulled up and over the helmet for use, are not permitted. Acceptable personal flotation devices types are; normally worn around the neck and over the shoulders, must be CO2 cartridge deployable, and have a manual inflation valve installed. Personal flotation devices should be serviced annually for damage, operation, and condition.

(2) Automatic inflation (water activated) personal flotation devices shall not be allowed.
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(f) Contractor will provide USFS approved personal fire shelters (spec. 5100-606) for all contractor personnel covered under this contract. Instruction in the use of shelter deployment shall be provided by the contractor and be verified by the Helicopter Manager. Shelter deployment training shall be completed yearly. The condition and care of the shelter will meet USFS standards. Fire shelter shall be on-board the helicopter at all times while under contract and included in the equipped weight (8 lbs). Ground crews shall have fire shelters readily available for use if needed.

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 agreement and any renewal thereof, an inspection of the contractor’s equipment and personnel will be made prior to any use. Inspections may be scheduled by mutual agreement between the Contracting Officer and the Contractor. Inspection priority and determination of need shall be at the government’s discretion. The inspection will take place at the contractor’s facility 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 certificate number will be recorded. The list shall be similar to that shown in AC 43-9c, 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 43-9c, 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.
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(g) The fuel service vehicle approval is only an indication that the vehicle meets the additional equipment requirements of this Contract, 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/Contract
   (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 Contract, 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 OAS Form 64B)
   (ii) Completed “Flight Hour Requirements & Experience Verification form”. (See Exhibit 18)
   (This form required only for pilots seeking their initial (first time) interagency approval)
   (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.
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(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) 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. At time of evaluation, should have a copy of submission for proof.

(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 contract)*

Completed “Pilots Qualifications and Approval Record”. *(USFS Form FS-5700-20a or OAS 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;
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(A) Operations Training; 1.0 hour Minimum

Company policies & procedures, Operations Specifications, HazMat, contract 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., 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

(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. Evaluations will be conducted in the Make and Model furnished for the contracts. If the contractor requests additional make and model approvals, the pilot must be qualified in accordance with C-12 and must pass an evaluation flight in the additional aircraft if any of the items below apply:

(1) Initial carding in Make and Model

(2) Initial carding in type (type I, II, or III)

(3) Initial carding in that seating position (left to right or right to left)
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(4) Interagency approval for make and model has lapsed by more than 12 months.

(5) Required by the Helicopter Inspector Pilot, or Contracting Officer

(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.

(e) Reserved

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 contract period the CO may require, but is not limited to inspections/weighing/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 CONTRACT PERIOD AND RENEWAL OPTION

The contract period shall extend from date of the award through April 30, 2019. However, at the option of the Government, the contract may be renewed for an additional 1 year option period, not to exceed three (3) option periods provided that the CO serves notice of intent to renew at least 60-days prior to contract expiration. The renewal will be with the same terms and conditions. Availability shall be offered for base year and each optional renewal period (See Section B, Schedule of Items); however, the non fuel portion of the Government established flight rate will be subject to the provisions of Section D, Economic Price Adjustment Clause.

C-25 MANDATORY AVAILABILITY PERIOD (MAP) INCLUDING EXTENDED AND OPTIONAL USE

(a) MAP will begin on the date stipulated in the Schedule of Items unless:
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(1) The Government fails to award the contract at least 10 days prior to the established start date

OR

(2) By mutual consent, a new starting date is established. When a new starting date is established, the number of net days in the availability period will remain the same.

(b) Extended Use. The MAP may be extended on a day-to-day basis either prior to the starting date or subsequent to the ending date set forth in the Schedule of Items provided that no break in service occurs and that such extension is agreed to by both parties in writing prior to extension and that all terms, conditions, and specifications contained in this contract apply.

(c) During the MAP and any extensions thereof, availability is required 14 hours each day beginning at start of morning civil twilight unless otherwise specified by the Contracting Officer. Contracts requiring night capability require 24-hours per day availability.

(d) Pre/Post MAP. When a break in service occurs, outside of the MAP or extended use, the aircraft may be hired under the optional use period clause. (Payment will be in accordance with C-32 Payment for Service in the Optional Use Period.) Availability begins when the aircraft departs from point of hire.

C-26 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 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.
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(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.

(5) **Additional maintenance days for scheduled maintenance.** During the MAP, contractor may, with the approval of the CO, elect to use two (2) additional non-paid calendar days for the accomplishment of scheduled maintenance. These two (2) days need not be consecutive; however they will each be full calendar days. Contractor shall request approval from the CO at least 48 hours prior to the initiation of the additional scheduled maintenance days. Contractor will not be assessed unavailability for performance purposes (clause C-27 (a))

C-27 **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 Contract. 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 Contract when the conditions in C-16 Flight and Duty Limitations occur.

(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.
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(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-28 PAYMENT PROCEDURES

(a) 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.

(b) 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 half of the month will be processed about the 1st of the following month.

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

(c) Upon completion of the Availability Period or any extension thereof, final payment will not be made until all Government-furnished property has been returned and a Contract Release form (as applicable) has been completed. The final Flight Use Invoice payment will be accompanied by the completed Contract Release and Transfer of Property.

C-29 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.

C-30 PAYMENT FOR AVAILABILITY

(a) Payment of availability will be made at the applicable daily rate in the Schedule of Items and will be recorded in ABS as appropriate.

(b) The Government will pay daily availability as specified in this section. The maximum amount of availability to be earned per day is the daily availability offered amount.
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(c) Availability for helicopters and crewmembers (maximum 14-hours-single crew) will be ordered, measured, and recorded each day.

C-31 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.

C-32 PAYMENT FOR SERVICE IN THE OPTIONAL-USE PERIOD

(a) Daily Availability Rate plus Specified Flight Rate Method

(1) The Contractor will be paid for availability and flight in accordance with C-30, Payment for Flight and C-31, Payment for Availability.

(2) Unavailability will be deducted in accordance with C-27, Unavailability.

(3) Any additional payments will be made in accordance with C-43, Miscellaneous Costs to the Contractor.

OR

(b) Optional-Use Hourly Flight Rate Method for other than fire suppression missions

(1) Services may be ordered for short periods of time (normally 1-day or less) to accomplish project work.

(2) When service is ordered under the Optional Use Flight Rate specified in the Schedule of Items, payment will be made only for actual flight time performed. Daily availability rate is not applicable. When the Optional Use Flight Rate is in effect and when the project extends for more than 1-day, incurred Remain-Over-Night (RON) costs will be reimbursed in accordance with the Federal Travel Regulations (FTRs).

(3) Services may also be ordered under the Daily Availability Rate specified in the Schedule of Items, plus the flight rate specified (Exhibit 12, Helicopter Services Hourly Flight Rates, Fuel Consumption, and Weight Reduction Chart). For CWN, when Daily Availability payment is used, RON fees are not applicable.

(4) The method of payment shall be established prior to the start of the project. The selected method of payment will be used for the duration of the project.
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(5) The Contractor will be paid at the optional-use hourly offered price for the actual hours flown or a minimum of 2 (two) hours per day, whichever is greater.

(6) If the aircraft becomes unavailable, actual flight time will be paid. The 2-hour minimum does not apply in this case.

(c) Ferry time of aircraft to and from the point of hire from the Contractor's base of operations or current aircraft location, whichever is closer, will be paid at the applicable flight rate. If a fuel servicing vehicle is required, mileage to and from the point of use from the Contractor's base of operations or current location that the fuel servicing vehicle is stationed, whichever is closer, will be paid at the rates stipulated in C-38, Payment for Fuel Servicing Vehicle Mileage.

C-33 ORDERING AND PAYMENT FOR ADDITIONAL PERSONNEL

(a) Personnel

(1) A lump sum payment of $500 per day for travel days and workdays as compensation for each additional pilot or crewmember will be paid. This does not apply to relief crews brought in by the contractor on primary pilot or crews' mandatory days off. This compensation is only for double crews ordered by the Government.

(2) In addition to the $500 per day, an overnight allowance will be paid when authorized. Extended standby does not apply to additional crewmembers ordered under this clause.

(3) Payment of necessary and reasonable transportation costs to and from the location of the aircraft is authorized. Itemized receipts shall support claims for reimbursement and shall be kept on file by the contractor. Copies of receipts shall be provided to the government upon request.

C-34 RESERVED

C-35 REIMBURSEMENT FOR MOBILIZATION AND DEMOBILIZATION COSTS

The Contractor is responsible for all mobilization and demobilization costs to the initial host base and from the final host base location. When the initial dispatch is to an alternate base, the Government shall be entitled to the equivalent of one round trip at no cost from the Contractor's home base to the initial host base and return from the final host base.

C-36 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-37 LODGING & MEALS

No charge will be made for lodging or meals furnished by the Government.
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C-38  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) For CWN or outside the Exclusive Use MAP period, 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) For Exclusive Use the fuel-servicing vehicle will be paid mileage when it is dispatched by the Government to give service support to helicopters away from the host base as follows:

Vehicle Mileage Schedule

$4.43 per mile - where the carrying capacity of aircraft fuel is 1,500 gallons or more

$3.20 per mile - where the carrying capacity of aircraft fuel is at least 750 gallons to 1,499 gallons

$2.47 per mile - where the carrying capacity of aircraft fuel is at least 350 gallons to 749 gallons

$1.73 per mile - where the carrying capacity of aircraft fuel is less than 350 gallons

C-39  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 Contract 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.
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C-40  PAYMENT FOR WATER ENHANCERS CONCENTRATE

(a) Payment for approved water enhancers 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 water enhancers concentrate provided by the Contractor shall be on the list of Approved water enhancer products found at the following website: www.fs.fed.us/rm/fire.

C-41  PAYMENT FOR COSTS AWAY FROM THE HOST BASE

(a) When Contractor’s aircraft is dispatched away from the host base, the Government will authorize payment for additional necessary and reasonable costs involved in transporting authorized relief crewmembers to and from alternate bases when approved in advance by the Contracting Officer. These costs are limited to the actual transportation of the individual; i.e. airplane tickets, car rentals, etc.. Salary costs for the Contractor’s employee(s) while in travel status is not a cost for which the Government will reimburse the Contractor.

(b) The Contractor will be reimbursed for the difference between the normal cost of transportation from the CONTRACTOR’S BASE OF OPERATIONS to the HOST BASE and the CONTRACTOR’S BASE OF OPERATIONS to the ALTERNATE BASE.

(c) Prior to the Mandatory Availability Period the Contractor shall provide the Contracting Officer with a written statement that itemizes the normal cost of transportation from the Contractors Base of Operations to and from the host base. See Section B.

(d) If the Government does not authorize such payment, no deduction will be made for unavailability incurred because of personnel duty limitations.

(e) Payment of necessary and reasonable transportation costs to and from the location of the aircraft is authorized. Itemized receipts must support claims for reimbursement and must be kept on file by the contractor. Copies of receipts shall be provided to the government upon request.

C-42  PAYMENT FOR OVERNIGHT ALLOWANCE

(a) Overnight allowance will be paid equal to the current standard maximum rate that is allowed (or high rate, if applicable) as established by the Federal Travel Regulation (FTR) for each authorized crew member for every night assigned to an alternate base or at its option may provide meals/and or lodging. A list of localities where high rates are authorized is available upon request.

Crewmembers who elect to return to the host base by alternate means rather than remain overnight with the helicopter will not be paid an overnight allowance.

(b) Overnight allowance will not be paid when the aircraft is assigned to its Host Base during the Mandatory Availability Period and any extension thereof where no break in service occurs.

(c) The Government will pay the Contractor an overnight allowance equal to the current standard maximum rate that is allowed (or high rate, if applicable) as established by the Federal
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Travel Regulations (FTR) or at its option may provide meals and/or lodging. A list of localities where rates are authorized is available upon request.

(d) If partial overnight allowance is provided by the Government, the Contractor will be reimbursed at current FTR rates for the portion that is Contractor provided. Current rates are available at www.gsa.gov.

(e) If the Contractor elects to not utilize Government provided lodging, there is no reimbursement for lodging or transportation costs incurred by the Contractor.

(f) If the FTR rate changes, the change in overnight allowance to the Contractor will become effective on the effective date of the FTR change.

(g) Overnight allowance may also be applicable to primary crewmembers that are unable to return from the field.

(h) The Contractor may claim overnight lodging, Meals and Incidental Expenses (M & IE) using either of the two following methods:

(1) Payment of the Standard or High Rate, if applicable EXCLUDING lodging tax does not require lodging receipts.

(2) Payment of actual lodging amount and M & IE rate not to exceed the maximum FTR rate PLUS lodging tax. 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-43 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 Contract 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-44 RESERVED

C-45 DEFINITIONS

As used throughout this contract, the following terms shall have the meaning set forth below:
SECTION C
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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 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.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

Call-When-Needed: A term used to identify the furnishing of services on an “as needed basis” or “intermittent use” in government procurement contracts. 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 Contract.

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 contract (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 contract (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.


Ferry Flight: Movement of helicopter under its own power from point-to-point.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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."

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

Flight Rate: The contract 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.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

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.


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.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

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.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

Rappel Spotter: A person who has been trained and certified, in accordance with agency-specified policy and direction contained in the Interagency Helicopter Rappel 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: Use 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.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

**Type I (Heavy) Helicopter:** 15 or more passenger seats or 5,000 lbs payload and 700 gallons retardant or water capacity and a Maximum Gross takeoff/landing weight of 12,501+ pounds.

**Type II (Medium) Helicopter:** Between 9 to 14 passenger seats or 2,500 to 4,999 lbs payload and 300 to 699 gallons retardant or water capacity and a Maximum Gross takeoff/landing weight of 6000 to 12,500 pounds.

**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 and a Maximum Gross takeoff/landing weight of 6000 pounds.

**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 earths’ surface with precision.

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

C-46 ABBREVIATIONS/ACCRONYMS

- 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
- BOA: Basic Ordering Agreement
- CAB: Civil Aeronautics Board
- CG: Center of Gravity
- CO: Contracting Officer
- CFR: Code of Federal Regulations
- COR: Contracting Officer's Representative
- COTR: Contracting Officer’s Technical Representative
- CVR: Cockpit Voice Recorder
- CWN: Call-when-Needed (Contract)
- 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
- FASSD: Fire Applications Support Desk
- FAR: Federal Acquisition Regulations
## SECTION C
### DESCRIPTION/SPECIFICATIONS/EXHIBITS

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>FDR</td>
<td>Flight Data Recorder</td>
</tr>
<tr>
<td>FPMR</td>
<td>Federal Property Management Regulations</td>
</tr>
<tr>
<td>FSS</td>
<td>Flight Service Station</td>
</tr>
<tr>
<td>GPM</td>
<td>Gallons-Per-Minute</td>
</tr>
<tr>
<td>HIP</td>
<td>Helicopter Inspector Pilot</td>
</tr>
<tr>
<td>HOS</td>
<td>Helicopter Operations Specialist</td>
</tr>
<tr>
<td>IATB</td>
<td>Interagency Airtanker Board</td>
</tr>
<tr>
<td>ICAO</td>
<td>International Civil Aviation Organization</td>
</tr>
<tr>
<td>IFR</td>
<td>Instrument Flight Rules</td>
</tr>
<tr>
<td>IMC</td>
<td>Instrument Meteorological Conditions</td>
</tr>
<tr>
<td>MAP</td>
<td>Mandatory Availability Period/Availability Period</td>
</tr>
<tr>
<td>M&amp;IE</td>
<td>Meals and Incidental Expenses</td>
</tr>
<tr>
<td>MSL</td>
<td>Mean Sea Level</td>
</tr>
<tr>
<td>NTSB</td>
<td>National Transportation Safety Board</td>
</tr>
<tr>
<td>NOTAM</td>
<td>Notice to Airmen</td>
</tr>
<tr>
<td>OAS</td>
<td>Office of Aviation Services</td>
</tr>
<tr>
<td>OLMS</td>
<td>Operational Load Monitoring System</td>
</tr>
<tr>
<td>PA</td>
<td>Public Address System</td>
</tr>
<tr>
<td>PASP</td>
<td>Project Aviation Safety Plan</td>
</tr>
<tr>
<td>PIC</td>
<td>Pilot-in-Command</td>
</tr>
<tr>
<td>PTT</td>
<td>Push-To-Talk</td>
</tr>
<tr>
<td>RADS</td>
<td>Rope Assisted Delivery System</td>
</tr>
<tr>
<td>RAO</td>
<td>Regional Aviation Officer</td>
</tr>
<tr>
<td>RASM</td>
<td>Regional Aviation Safety Manager</td>
</tr>
<tr>
<td>RON</td>
<td>Remain-Over-Night</td>
</tr>
<tr>
<td>SIC</td>
<td>Second-in-Command/Co-Pilot</td>
</tr>
<tr>
<td>SPCC</td>
<td>Spill Prevention, Control and Countermeasure Plan Requirements</td>
</tr>
<tr>
<td>STC</td>
<td>Supplemental Type Certificate</td>
</tr>
<tr>
<td>TBO</td>
<td>Time between Overhaul</td>
</tr>
<tr>
<td>TCAS</td>
<td>Traffic Collision Avoidance System</td>
</tr>
<tr>
<td>TSO</td>
<td>Technical Standard Order</td>
</tr>
<tr>
<td>UAM</td>
<td>Unit Aviation Manager</td>
</tr>
<tr>
<td>UAO</td>
<td>Unit Aviation Officer</td>
</tr>
<tr>
<td>USFS</td>
<td>United States - Forest Service</td>
</tr>
<tr>
<td>VFR</td>
<td>Visual Flight Rules</td>
</tr>
<tr>
<td>VNE</td>
<td>Velocity Never Exceed</td>
</tr>
<tr>
<td>VSWR</td>
<td>Voltage Standing Wave Ratio</td>
</tr>
</tbody>
</table>

Amendment 2
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 1 - FIRST AID KIT AERONAUTICAL (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:

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Passenger Seats (0 – 9)</th>
<th>Passenger Seats (10 – 50)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adhesive bandage strips (3 inches long)</td>
<td>8</td>
<td>16</td>
</tr>
<tr>
<td>Antiseptic or alcohol wipes (packets)</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>Emergency trauma dressing, (4-inch)</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>Triangular bandage compresses, 40 inch (slings)</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>Roller bandage, 4 inch x 5 yards (gauze)</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>Adhesive tape, 1 inch x 5 yards (standard roll)</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>EMT trauma shears</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Body Fluids Barrier Kit:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2-pair of latex gloves</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1-face shield</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1-mouth-to-mouth barrier</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1-protective gown</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2-antiseptic towelettes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1-biohazard disposal bag</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: Splints are recommended if space permits.

The kit’s contents which have expiration dates shall not be acceptable if past their expiration dates.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

The contents shall include the following minimum items:

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

Suggested Survival Kit Items Dependent Upon Terrain and Climate:

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

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.

The kit’s contents which have expiration dates shall not be acceptable if past their expiration dates.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 3 - ALASKA, CARIBBEAN, CANADA, AND MEXICO SUPPLEMENT (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:

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

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:

<table>
<thead>
<tr>
<th>Item</th>
<th>Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pair of Snowshoes (1)</td>
<td>Sleeping bag per two occupants (1)</td>
</tr>
<tr>
<td>Wool blanket or equivalent for each occupant over 4-years of age (1)</td>
<td></td>
</tr>
</tbody>
</table>
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

<table>
<thead>
<tr>
<th>Avgas</th>
<th>Jet Fuel</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
<td>Jet A</td>
</tr>
<tr>
<td>100LL</td>
<td>Jet A-50</td>
</tr>
<tr>
<td></td>
<td>Jet B</td>
</tr>
<tr>
<td></td>
<td>Jet-4 or JP-5 or JP-8</td>
</tr>
</tbody>
</table>

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.
(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 contract 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.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

The kit's contents which have expiration dates shall not be acceptable if past their expiration dates.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 4 - RERAINT 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-C22g. Restraint system eligible for installation in aircraft may be identified by the marking TSO-C22g, 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:

<table>
<thead>
<tr>
<th>Webbing</th>
<th>Hardware</th>
<th>Stitching</th>
<th>TSO Tags</th>
</tr>
</thead>
<tbody>
<tr>
<td>Frayed (5%)</td>
<td>Inoperable</td>
<td>Broken</td>
<td>Missing</td>
</tr>
<tr>
<td>Torn</td>
<td>Damaged</td>
<td>Excessive Wear</td>
<td>Illegible</td>
</tr>
<tr>
<td>Crushed</td>
<td>Corroded</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Swollen</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Creased</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deteriorated</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

References:

14 CFR 91.205
14 CFR 21.607
AC 21-34
TSO-C22g
TSO-C114
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

NOTE: For Tank Operations reference C-10 (e) (4)

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

One (1) externally/externally mounted baffled, fixed suppressant/retardant delivery tank. With a capacity commensurate with the maximum related lifting capability of the helicopter equipped with the tank at sea level on a standard day, meeting or exceeding the following specification:

(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) (Not required for hover draft operations.)

(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.

(4) Controls (All controls for tank system shall be labeled as to function.)

(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 unless tank STC requires a different switch location.

(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) Reserved

(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.

(6) For Type II and Type III helicopters

(i) 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.

(ii) Extended Height landing gear that ensures a minimum of 12 inches clearance between the 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.

(7) For Type II Standard Category helicopters

(i) Snorkel will be removable.

(ii) Snorkel assembly will be Supplemental Type Certificated (STC) to allow for personnel transport with the snorkel in the stowed position during day time operations.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 5 - ADDITIONAL SUPPRESSION/PRESCRIBED FIRE EQUIPMENT (C-4 (d) (7), C-4 (d) (18), C-10 (e)) (Continued)

(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.

(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 water enhancer 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 water enhancers dispensing unit shall be compatible with all water enhancers. Materials shall be resistant to corrosion, erosion, etching, or softening. To evaluate the materials, submerge in water enhancers 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.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 5 - ADDITIONAL SUPPRESSION/PRESCRIBED FIRE EQUIPMENT (C-4 (d) (7), C-4 (d) (18), C-10 (e)) (Continued)

(7) Water Enhancers 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.

(8) Power

Power shall be supplied by the auxiliary power connector.

(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 Water Enhancers 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 Contract.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 5 - ADDITIONAL SUPPRESSION/PRESCRIBED FIRE EQUIPMENT (C-4 (d) (7), C-4 (d) (18), C-10 (e)) (Continued)

(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.

(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) 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:

<table>
<thead>
<tr>
<th>Type</th>
<th>Weight Range</th>
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<tbody>
<tr>
<td>Type I (Heavy)</td>
<td>4,500 lbs to 30,000 lbs or greater</td>
</tr>
<tr>
<td>Type II (Medium)</td>
<td>1,600 lbs to 4,500 lbs</td>
</tr>
<tr>
<td>Type III (Light)</td>
<td>750 lbs to 1,600 lbs</td>
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</tbody>
</table>
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 5 - ADDITIONAL SUPPRESSION/PRESCRIBED FIRE EQUIPMENT (C-4 (d) (7), C-4 (d) (18), C-10 (e)) (Continued)

(C) 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.

(D) 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.

(E) Maintenance and Inspections

Manufacturer’s recommended maintenance and inspection procedures shall be complied with.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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.

(b) One black and one white blade.

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

(d) Paint schemes and color variations specified by manufacturer in a service bulletin, instructions, or other manufacturer published document or text.
EXHIBIT 7 - RESERVED
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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 USD1-OAS 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.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

(b) Equipment

(1) Each aircraft fuel servicing tank vehicle shall have two fire extinguishers, each having a rating of 20-B: C (more than 20 is acceptable) 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.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

(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. (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 ball 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.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

(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 contract regardless of bulk storage container (tank) size.

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

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

(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.

(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. (Not required for closed circuit fueling systems.)

(2) During Helicopter Fueling Process

(i) Check sight gauge for water, if equipped

(ii) Visually inspect fueler for leaks. Repair as necessary.

(iii) Note differential pressure reading.

(3) Weekly

(i) With pump operating, pressure flush filter assembly. Continue flush operation until sample is clear, clean, and bright.

(ii) Reserved

(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
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

(C) Tank Sump

(ii) Differential pressure

(iii) Filter change (reason & date)

(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 contract 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.


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 contract consideration, the below specifications shall be in effect.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 8 - FUEL SERVICING EQUIPMENT REQUIREMENTS (C-4 (d) (21)) (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) Approved P25 digital radios are listed at http://www.nifc.gov/NICCD/documents.html.)
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 9 - OPERATIONS AND SAFETY PROCEDURES GUIDE FOR HELICOPTER PILOTS

It is important for Contract pilots to be familiar with the Contract specifications. See Forest Service website: http://www.nifc.gov/aviation/av_documents/av_helicopters/SafetyBrief.pdf

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
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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 contract pilots receive this training before applying for Agency Special Use approval. Each contract 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 feet) 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
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 10 - INTERAGENCY GUIDELINES FOR VERTICAL REFERENCE/EXTERNAL LOAD TRAINING (C-12 (f) (1)) (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 port-a-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
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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.

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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) (6), C-34 (b) (3), C-36 (a))

FOR CONTRACTS AWARDED 2018 - 2021 (CWN/Exclusive Use) – (For Contracts Awarded 1/1/2018 and After)

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<td></td>
<td>S-94C</td>
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<td>S-92</td>
<td>178</td>
<td>$3,892.05</td>
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### AVERAGE GALLON PRICE: $4.54
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 13 - INTERAGENCY HELICOPTER LOAD CALCULATION (B-3, C-2 (a) (3), C-10 (a) (6), 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.

An Out of Ground (OGE) power check will be performed for either the takeoff or landing, whichever is most restrictive. Refer to Tech Bulletin No. IATB 17-01, dated November 10, 2016. Bulletins can be found at:


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

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

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

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

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

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

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

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.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 13 - INTERAGENCY HELICOPTER LOAD CALCULATION (B-3, C-2 (a) (3), C-10 (a) (6), C-10 (b) (2)) (Continued)

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

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


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. Refer to Tech Bulletin No. 2011-03, dated September 14, 2011. Bulletins can be found at:


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.
### INTERAGENCY HELICOPTER LOAD CALCULATION

**OAS-87/FSS 5700-17 (11/03)**

<table>
<thead>
<tr>
<th>PILOT(S)</th>
<th>MODEL</th>
</tr>
</thead>
<tbody>
<tr>
<td>MISSON</td>
<td>DATE</td>
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<table>
<thead>
<tr>
<th>DEPARTURE</th>
<th>PA</th>
<th>OAT</th>
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<tbody>
<tr>
<td>DESTINATION</td>
<td>PA</td>
<td>OAT</td>
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<table>
<thead>
<tr>
<th>HELICOPTER EQUIPPED</th>
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</table>

<table>
<thead>
<tr>
<th>FLIGHT CREW WEIGHT</th>
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</table>

| FUEL WT (____ gallons X ____ lbs per gal) |

<table>
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<tr>
<th>OPERATING WEIGHT (3 + 4 + 5)</th>
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<table>
<thead>
<tr>
<th>Non-Jettisonable</th>
<th>Jettisonable</th>
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<tbody>
<tr>
<td>HIGE</td>
<td>HOGE</td>
</tr>
<tr>
<td></td>
<td>HOGE-J</td>
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<table>
<thead>
<tr>
<th>PERFORMANCE REF</th>
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<tbody>
<tr>
<td>(List page/chart from FM)</td>
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<table>
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<tr>
<th>COMP GROSS WT</th>
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<tr>
<td>(FM Performance section)</td>
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<thead>
<tr>
<th>WT REDUCTION</th>
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<td>(Req for all Non-Jettisonable)</td>
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<table>
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<tr>
<th>ADJUSTED WEIGHT</th>
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<th>GROSS WT LIMIT</th>
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<tr>
<td>(FM Limitations Section)</td>
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<tr>
<th>SELECTED WEIGHT</th>
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<tr>
<td>(Lowest of 9 or 10)</td>
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<table>
<thead>
<tr>
<th>OPERATING WEIGHT</th>
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<td>(From Line 9)</td>
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<table>
<thead>
<tr>
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<tr>
<td>(11 minus 12)</td>
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<th>PASSENGERS/CARGO MANIFEST</th>
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<tr>
<th>ACTUAL PAYLOAD (Total of all weights listed in item 14)</th>
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<tbody>
<tr>
<td>Line 15 must not exceed Line 13 for the intended mission</td>
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</table>

**PILOT SIGNATURE**

**MGR SIGNATURE**

**HazMat**

<table>
<thead>
<tr>
<th>Yes</th>
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# SECTION C
## DESCRIPTION/SPECIFICATIONS/EXHIBITS
### EXHIBIT 14 - HELICOPTER AND FUEL SERVICE TRUCK PRE-USE CHECKLIST

## GENERAL

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<th>Aircraft Make/Model:</th>
<th>N #:</th>
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<table>
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<tr>
<th>Vendor:</th>
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<th>Pilot(s) Name(s):</th>
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<table>
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<th>Card Expiration Date(s):</th>
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<table>
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<table>
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<table>
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<table>
<thead>
<tr>
<th>A/C Card Expiration Date:</th>
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<table>
<thead>
<tr>
<th>Departure Hobbs Reading:</th>
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<table>
<thead>
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<th>Arrive Hobbs Reading:</th>
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</table>

<table>
<thead>
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<th>Copy of Contract on Board Aircraft:</th>
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<table>
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<table>
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<th>HazMat HB/Exemption/ERG:</th>
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## LOGBOOK REVIEW

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<th>50/100-Hr. Progressive, or Other Inspection Program Up-To-Date:</th>
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<table>
<thead>
<tr>
<th>Yes:</th>
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<thead>
<tr>
<th>Entries Indicating Damage to Aircraft:</th>
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<tr>
<th>Form HOM-5 “Turbo Engine Performance Analysis” Onboard Aircraft:</th>
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<table>
<thead>
<tr>
<th>Power Check Completed/Results Satisfactory:</th>
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<table>
<thead>
<tr>
<th>Yes:</th>
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<table>
<thead>
<tr>
<th>Comments:</th>
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</table>

## CONDITION OF HELICOPTER

<table>
<thead>
<tr>
<th>Item</th>
<th>OK</th>
<th>Document Inoperable Or Damaged Equipment (Dents, Tears, Leaks, Etc.)</th>
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<tr>
<td>Skin and Exterior</td>
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<tr>
<td>Windows</td>
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<tr>
<td>Doors</td>
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<tr>
<td>Upholstery</td>
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<td></td>
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<tr>
<td>Cargo Compartment</td>
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<tr>
<td>Skids/Wheels</td>
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<tr>
<td>Fixed Tank</td>
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</tr>
<tr>
<td>Other</td>
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<table>
<thead>
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<th>Comments:</th>
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## REQUIRED HELICOPTER EQUIPMENT INSTALLED AND OPERATIVE (CONSULT CONTRACT)

<table>
<thead>
<tr>
<th>Item</th>
<th>Yes</th>
<th>No</th>
<th>Item</th>
<th>Yes</th>
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<tbody>
<tr>
<td>Seat Belts and Harnesses</td>
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<td>Strobe Light(s)</td>
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<tr>
<td>Hi-Visibility Paint on Main Rotor Blades</td>
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<td>Survival Kit</td>
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<tr>
<td>VHF/FM Radio</td>
<td></td>
<td></td>
<td>First Aid Kit</td>
<td></td>
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<tr>
<td>VHF-AM 760 Channel</td>
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<td>Fire Extinguisher(s)</td>
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<tr>
<td>Auxiliary Radio Adapter</td>
<td></td>
<td></td>
<td>Cargo Hook</td>
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<tr>
<td>GPS</td>
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<td>Convex Mirror</td>
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<td>High Skid Gear</td>
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<td>Buckets (Appropriate Sizes)</td>
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<tr>
<td>Nine-Pin Connector (Type II and III Helicopters)</td>
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<td>Anti-Theft Security Measures in Place</td>
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<th>Comments:</th>
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## REQUIRED SERVICE TRUCK EQUIPMENT INSTALLED AND OPERATIVE (CONSULT CONTRACT)

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<tr>
<th>Item</th>
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<th>No</th>
<th>Item</th>
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<th>No</th>
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<tr>
<td>Spare Set of Filters</td>
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<td>Filter Change Data Placarded</td>
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<td>Fire Extinguisher(s) Current Inspection</td>
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<td>Bonding Cables</td>
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<td>Hazmat Marking and Placards</td>
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<td>Fuel Quality Control Log</td>
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<tr>
<td>Inspection Sticker</td>
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<td>Absorbent Materials for Spills</td>
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<th>Beginning Odometer Reading:</th>
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<table>
<thead>
<tr>
<th>Comments:</th>
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## Signature of Inspecting Govt. Representative & Pilot

<table>
<thead>
<tr>
<th>Print Name</th>
<th>Date</th>
</tr>
</thead>
</table>

| 172 |

## EXHIBIT 15 - PERFORMANCE REPORT

### EVALUATION REPORT ON CONTRACTOR PERFORMANCE

#### CPARS Compatible Format

**SOURCE SELECTION INFORMATION**

NOT FOR PUBLIC RELEASE (see FAR 3.104 & 42.1503)

Mail to: eu_cparc@fs.fed.us

### AGENCY / USER

<table>
<thead>
<tr>
<th>U.S. FOREST SERVICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>INCIDENT SUPPORT BRANCH</td>
</tr>
<tr>
<td>3633 S. DEVELOPMENT AVE</td>
</tr>
<tr>
<td>BOISE, ID-AO 83705-5354</td>
</tr>
<tr>
<td>Phone 208-387-5666</td>
</tr>
<tr>
<td>Fax 208-387-5384</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>U.S. DEPARTMENT OF INTERIOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>IBC ACQUISITION SERVICES</td>
</tr>
<tr>
<td>300 E MALLARD DR SUITE 200</td>
</tr>
<tr>
<td>BOISE, ID 83706</td>
</tr>
<tr>
<td>Phone 208-433-5026</td>
</tr>
<tr>
<td>Fax 208-433-5030</td>
</tr>
</tbody>
</table>

### CONTRACT NO.

### CONTRACTOR

### ADDRESS

### CITY / STATE / ZIP

### PERIOD OF PERFORMANCE

<table>
<thead>
<tr>
<th>FROM</th>
</tr>
</thead>
<tbody>
<tr>
<td>TO</td>
</tr>
</tbody>
</table>

### LOCATION OF PERFORMANCE

### AIRCRAFT FLIGHT SERVICES

<table>
<thead>
<tr>
<th>AIRPLANE</th>
</tr>
</thead>
<tbody>
<tr>
<td>HELICOPTER</td>
</tr>
<tr>
<td>AIR TANKER</td>
</tr>
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</table>

| OTHER - specify |

### AIRCRAFT TYPE

### CONTRACT EFFORT DESCRIPTION

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<tr>
<th>EXCLUSIVE USE</th>
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</thead>
<tbody>
<tr>
<td>CALL WHEN NEEDED</td>
</tr>
</tbody>
</table>

| FIRE MANAGEMENT |
| RESOURCE |
| MAINTENANCE |

| OTHER MISSION - specify |

**INSTRUCTIONS:** This form can be completed on the computer or printed and completed by hand. Use the mouse to navigate. To check or uncheck a box, 'double click' the box. If further direction is required on how to complete this evaluation or where to submit it, please contact your Contracting Officer. Comment boxes are formatted to automatically wrap the entered text. Check the box that best describes the level in which the Contractor supported the area described. Comments are essential and must substantiate your rating selection. N/A = not applicable. If additional space is required, use page 2 of the form or attach additional page(s).

**SEE PAGE 4 FOR EVALUATION RATINGS DEFINITIONS**

1. **Quality.** Contractor was professional and conformed to contract requirements. Was capable, efficient and effective in supporting the programs of this contract. Provided well maintained equipment and highly qualified personnel.

| N/A |
| Exceptional |
| Very Good |
| Satisfactory |
| Marginal |
| Unsatisfactory |

**COMMENTS:****

2. **Schedule.** Contractor was prepared and available to begin work on contract start date and provided daily coverage during the contract period with little to no disruption or unavailability. Contractor kept COR informed of crew exchanges, maintenance issues, etc.

| N/A |
| Exceptional |
| Very Good |
| Satisfactory |
| Marginal |
| Unsatisfactory |

**COMMENTS:****
### SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

#### 3. Cost Control. How well does the contractor control operating costs? (Check N/A if this is a Firm Fixed price or Firm Fixed Price with Economic Price Adjustment contract)

<table>
<thead>
<tr>
<th>□ N/A</th>
<th>□ Exceptional</th>
<th>□ Very Good</th>
<th>□ Satisfactory</th>
<th>□ Marginal</th>
<th>□ Unsatisfactory</th>
</tr>
</thead>
</table>

COMMENTS:  

#### 4. Management. Contractor and on-site representatives were professional, well qualified, and committed to customer satisfaction and safety of operations. Contractor provided necessary support for key personnel and if applicable, took necessary action to correct or replace any personnel.

<table>
<thead>
<tr>
<th>□ N/A</th>
<th>□ Exceptional</th>
<th>□ Very Good</th>
<th>□ Satisfactory</th>
<th>□ Marginal</th>
<th>□ Unsatisfactory</th>
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COMMENTS:  

#### 5. Small Business. How does the contractor support small business? (Check N/A unless this is a large business and a subcontracting plan is required)

<table>
<thead>
<tr>
<th>□ N/A</th>
<th>□ Exceptional</th>
<th>□ Very Good</th>
<th>□ Satisfactory</th>
<th>□ Marginal</th>
<th>□ Unsatisfactory</th>
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</table>

COMMENTS:  

174
6. Regulatory Compliance. How well does the contractor comply with governing regulations such as the Federal Aviation Regulation or others.

<table>
<thead>
<tr>
<th></th>
<th>N/A</th>
<th>Exceptional</th>
<th>Very Good</th>
<th>Satisfactory</th>
<th>Marginal</th>
<th>Unsatisfactory</th>
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</thead>
<tbody>
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7. Other – Safety. Contractor and on-site representatives attitude and efforts, as well as actual application, towards aircraft safety and general safety of operations?

<table>
<thead>
<tr>
<th></th>
<th>N/A</th>
<th>Exceptional</th>
<th>Very Good</th>
<th>Satisfactory</th>
<th>Marginal</th>
<th>Unsatisfactory</th>
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</thead>
<tbody>
<tr>
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</tbody>
</table>

8. Customer Satisfaction. Identify to what level you were satisfied with the services provided under this contract. If given the opportunity, would you hire this contractor again to accomplish a similar project?  □ yes   □ No

<table>
<thead>
<tr>
<th></th>
<th>N/A</th>
<th>Exceptional</th>
<th>Very Good</th>
<th>Satisfactory</th>
<th>Marginal</th>
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</thead>
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9. Other Areas:
### SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

<table>
<thead>
<tr>
<th></th>
<th>N/A</th>
<th>Exceptional</th>
<th>Very Good</th>
<th>Satisfactory</th>
<th>Marginal</th>
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<td>Marginal</td>
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</table>

Additional comments to support your response to any item above or other items (will not be posted on CPARS website)

---

Name, Title of Individual Completing this Form (include agency, phone and electronic address)

Signature
### SECTION C
**DESCRIPTION/SPECIFICATIONS/EXHIBITS**

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

### EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION

<table>
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<tr>
<th>REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT</th>
<th>U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON, D.C. 20210</th>
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<tbody>
<tr>
<td>By direction of the Secretary of Labor</td>
<td></td>
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<tr>
<td>Daniel W. Simms</td>
<td>Division of Wage Determinations</td>
</tr>
<tr>
<td>Director</td>
<td>Wage Determination No: 1995-0222</td>
</tr>
<tr>
<td></td>
<td>Revision No: 41</td>
</tr>
<tr>
<td></td>
<td>Date Of Revision: 12/30/2016</td>
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Note: Executive Order (EO) 13658 establishes an hourly minimum wage of $10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts if this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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.

<table>
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<th>OCCUPATION CODE - TITLE</th>
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<tr>
<td>31010 - Airplane Pilot</td>
<td>(not set) - First Officer (Co-Pilot)</td>
<td>25.82</td>
</tr>
<tr>
<td>(not set) - Aerial Photographer</td>
<td></td>
<td>14.17</td>
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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

**HEALTH & WELFARE:** $4.27 per hour or $170.80 per week or $740.13 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)
SECTION C
DESCRIPTION/SPECIFICATIONS/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): $1.69 per hour, or $67.60 per week, or $292.93 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 $4.27 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, drying, 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 re-grading and cleaning of artillery ranges.

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

** UNIFORM ALLOWANCE **

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

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

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2014, unless otherwise indicated.

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 (See 29 CFR 4.6(b)(2)(i)). Such conforming procedure shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(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 the 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, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).

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 ensure 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.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

** 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/EXHIBITS**

**EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)**

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**REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT**

By direction of the Secretary of Labor

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**U.S. DEPARTMENT OF LABOR**

**EMPLOYMENT STANDARDS ADMINISTRATION**

**WAGE AND HOUR DIVISION**

**WASHINGTON D.C. 20210**

---

Daniel W. Simms  
Division of Wage Determinations

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**Wage Determination No.: 1995-0221**

**Revision No.: 39**

**Date Of Last Revision: 12/30/2016**

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**Note:** Under Executive Order (EO) 13658, an hourly minimum wage of $10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

**“Fringe Benefits Required Follow the Occupational Listing”**

Employed on contracts for Fire Safety services only.

<table>
<thead>
<tr>
<th>OCCUPATION CODE - TITLE</th>
<th>FOOTNOTE</th>
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<td>01613 - Word Processor III</td>
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<td>05000 - Automotive Service Occupations</td>
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### SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

#### EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

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</table>
**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/EXHIBITS**

**EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)**

12000 - Health Occupations  
12040 - Emergency Medical Technician  
- Alaska: 23.00  
- Continental U.S.: 16.75  
- Hawaii and American Samoa: 18.84

21000 - Materials Handling And Packing Occupations  
21020 - Forklift Operator  
- Alaska: 22.09  
- Hawaii and American Samoa: 17.21  
- Midwestern Region: 15.88  
- Northeast Region: 15.51  
- Southern Region: 13.13  
- Western Region: 16.98

21150 - Stock Clerk  
- Alaska: 14.27  
- Hawaii and American Samoa: 11.25  
- Midwestern Region: 12.61  
- Northeast Region: 12.44  
- Southern Region: 12.08  
- Western Region: 12.77

23000 - Mechanics And Maintenance And Repair Occupations  
23021 - Aircraft Mechanic I  
- Alaska: 28.01  
- Continental U.S.: 28.81  
- Hawaii and American Samoa: 28.95

23022 - Aircraft Mechanic II  
- Alaska: 29.08  
- Continental U.S.: 29.55  
- Hawaii and American Samoa: 30.14

23023 - Aircraft Mechanic III  
- Alaska: 30.67  
- Continental U.S.: 30.89  
- Hawaii and American Samoa: 31.63

23040 - Aircraft Mechanic Helper  
- Alaska: 21.96  
- Continental U.S.: 21.66  
- Hawaii and American Samoa: 20.90

23060 - Aircraft Servicer  
- Alaska: 24.54  
- Continental U.S.: 24.72  
- Hawaii and American Samoa: 24.26

23180 - Electrician, Maintenance  
- Northeast Region: 25.44  
- Southern Region: 20.29  
- Western Region: 24.24  
- Alaska: 31.62  
- Hawaii and American Samoa: 27.25  
- Midwestern Region: 23.74
### SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

**EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)**

<table>
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### SECTION C
### DESCRIPTION/SPECIFICATIONS/EXHIBITS

#### EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

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## EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

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SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member or person who is like family to the employee who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $4.27 per hour or $170.80 per week or $740.13 per month

VACATION: 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. (See 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 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): $1.69 per hour, or $67.60 per week, or $292.93 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 $4.27 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, dyeing, 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
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other 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 (Revision 1), dated September 2014, unless otherwise indicated.

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 (See 29 CFR 4.6(b)(2)(i)). Such conforming procedure shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(iii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(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 the 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
EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

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, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).

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 ensure 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.

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. 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/EXHIBITS

EXHIBIT 17 - SUPPLEMENTAL RAPPEL REQUIREMENTS – EQUIPMENT (B-12, C-7)

Provide rappel capabilities for two rappellers deploying simultaneously.

Touchdown footprint of aircraft shall not exceed 20 X 20 feet. Applies to Type II medium helicopters.

FAA approved high skid landing gear (25 and 28 inch center measured from center cross tube) (if available by STC or aircraft manufacturer). D12-664-101(28 inch) forward/D212-664-201(25 inch) aft cross tube height.

All aircraft shall have a compliment of 9 passenger seats installed. Bell 205/210/212/214 shall have 4 aft facing bench seat and 5 forward facing seats in the cabin area.

Bell 205/210/212 aircraft shall not be equipped with auxiliary fuel tanks.

Bell 214 helicopter may be equipped with only one right side auxiliary fuel tank which would require a "short" basket or these aircraft may be equipped with bladder style fuel tanks and no basket would be required.

Cargo restraints shall not impede movement of cargo for cargo letdown during rappel operations

ANCHORS

Source 1
Heli-Tech
190 S. Danebo Ave.
Eugene, OR 97402
Tel. 541-344-2304

- STC No. SH261WE for Bell Medium Series
- STC No. SH4547NM for Bell 206L-4
- STC No. SR00125LA-D for Eurocopter AS350 Series (Floor mounted kit)

Source 2
Aeronautical Accessories, Inc.
P. O. Box 3689
Bristol, TN 37625
Tel. 423-538-5151

- STC No. SR01336AT for Bell 407
- In addition to STC No. SR01336AT for Bell 407 the Forest Service requires STC No. SH4547NM for the purpose of a spotter attachment point in this make and model.
- STC No. SH2293SO for Bell 206L-4 cargo let-down only
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 17 - SUPPLEMENTAL RAPPEL REQUIREMENTS – EQUIPMENT (B-12, C-7) (Continued)

Rappel Anchor Inspection

The owner of the anchor is responsible for ensuring that the inspection(s) are conducted. Critical inspection of metal components can be achieved using magnaflux, x-ray, sonics or dye-penetrant. No welding or major repairs will be accomplished without prior approval of a USDA Forest Service or Department of the Interior Contracting Officer. Major repairs shall only be performed by the STC holder or manufacturer.

Rappel system must have a secondary anchor point for each rappeller to permit attachment of their safety snub strap. Strength: 300 pound working load (per attachment point), 3.5 limit load factor and all other applicable FAR load factors required (1.5 safety factor, casting factor, fitting factor, etc.)

Anchor must be located in a spot which minimizes cabin clutter and enhances the safety and efficiency of rappel and cargo-let-down operations. All rope cutting or abrading surfaces must be adequately guarded. Remediate tripping hazard for the Rappeller and Spotter.

Rappel Aircraft Anchors & Accessories

BELL 205A/205A-1/212/412/214B/214B-1
Design Owner: USDA – FS
Kit Designer: Avspec

Items Required For Rappelling:

FAA approved floor protection for passenger seating area

**Rappelling Kit**: ELAM – External Load Attachment Means Load Rating: 300 pounds per side (3.5 limit load factor, 5.25 ultimate load factor)

Installation basis: STC SH261WE, USFS approval status: Final (MTDC/NIFC)
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 17 - SUPPLEMENTAL RAPPEL REQUIREMENTS – EQUIPMENT (B-12, C-7) (Continued)

Accessory:  1) Two NAS1211B or equivalent rings (2500# minimum ultimate strength & .625" stud length) (supplied by the vendor) – contractor responsible (Heli-Tech, Eugene, OR is possible source for rings)

2) Web strap for spotter to connect between rings (supplied by the government)

3) Skid tube rope abrasion guards – compliance with FSTB 2011-01 contractor responsible

Notes:  1) Kit includes the anchor, placards, ICA, FMS, & Installation Instructions. The STC calls out specific rings and ring locations for the Spotter tether attachment point.

2) There was an earlier version of this kit that only had an allowable working load of 250 pounds. These kits have been superseded by the 300 pound kit and are no longer approved for Forest Service rappel contracts.

INSPECTION: USDA200MMS latest Revision

Design must be approved by the Interagency Helicopter Rappel Working Group (IHRWG) and the National Aviation Airworthiness Inspector at the National Interagency Fire Center (NIFC). The Forest Service (FS) reserves the right to reject any rappel or rappel related system which does not fully meet the needs of the FS rappel program. It is suggested that any commercial product (i.e. STC’d system) or development effort be shared or coordinated with the IHRWG and the Airworthiness Inspector early-on to expedite approval. Contact WO Aviation @ 208-387-5832 or 208-387-5877.
SECTION C  
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 18 - CONTRACTOR’S VERIFICATION OF INDIVIDUAL HELICOPTER PILOT REQUIREMENTS AND EXPERIENCE FOR INITIAL INTERAGENCY APPROVAL (C-12 (c) (9), C-20 (i) (2))

AMD-60B (12/08) / 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 OAS 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 OAS-64B or FS-5700-20a verified as accurate? Check if yes: ☐

Previous Employers:

<table>
<thead>
<tr>
<th>Previous Employer</th>
<th>Address &amp; Telephone Number</th>
<th>Current Contact Name &amp; Telephone No.</th>
<th>Period Employed</th>
<th>Make/Model(s) Flown and PIC Hours in each</th>
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</thead>
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Helicopter Training Courses Completed:

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<tr>
<th>Name of Course &amp; Provider</th>
<th>Address &amp; Telephone Number</th>
<th>Contact Name &amp; Telephone No.</th>
<th>Date of Completion</th>
<th>Flight Hours Completed</th>
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<tr>
<td>4.</td>
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Comments (use additional sheets if necessary):

Check one: ☐Chief Pilot  ☐Director of Operations  ☐Other

Print name: Sign name:
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 19 - “ON CONTRACT” PILOT OPERATIONAL TRAINING (C-10 (a) (3))

Pilot “operational training” may be accomplished “on contract” provided the following criteria are met.

(a) Training is conducted in a Type 1 or 2 helicopter.

(b) Training shall not interfere with the Scope of the Contract (government will determine what constitutes interference). Note: Will be reviewed at pre-work conference.

(c) Training may be suspended or terminated by the government at any time.

(d) Contractor shall be responsible for all travel, per diem, and wage expenses of trainee pilots.

(e) Contractor has an OAS / USFS approved “Pilot Operational Training Plan”. Plan shall contain at a minimum;

   (1) Intent of program

   (2) Responsibilities of Chief Pilot, Trainer and Trainee

   (3) Safety

   (4) Ground Training Syllabus minimum requirements;

      (i) Operations and Safety Procedures Guide.

      (ii) FAR Review

      (iii) PPE

      (iv) Contract

      (v) Load Calc

      (vi) Performance Planning

      (vii) Weight & Balance


   (5) Flight Training Syllabus minimum requirements;

      (i) Lesson plans for all special use tasks required by the procurement document.

      (ii) Special use tasks will be trained to the standards set forth in the Interagency Helicopter Practical Test Standards.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 19 - “ON CONTRACT” PILOT OPERATIONAL TRAINING (C-10 (a) (3)) (Continued)

(6) Training documentation & tracking procedures
   (i) Contractor shall maintain training records documenting all phases of pilot training.
   (ii) Training records are subject to Quality Assurance/Compliance reviews at any time by the government.

(7) Evaluation Process by the Trainer

(8) Process to submit trainee for carding evaluation.

(f) Pilot operational training plan shall be approved by the National Helicopter Standardization Pilot (USFS) or the National Helicopter Specialist (OAS).

(g) Training shall be accomplished only by an interagency approved “Pilot Trainer” meeting the following criteria:
   (1) Current and valid CFI Rotorcraft-Helicopter or designated as an approved company instructor.
   (2) Has held an interagency pilot card for a minimum of 2 of the last 5 years.
   (3) A current and valid interagency pilot card endorsed for all missions in which training is to be provided and is endorsed as “Designated Pilot Trainer”.
   (4) Pilot trainer endorsement may be revoked at the government’s discretion.

(h) “Trainee Only Pilots” shall meet the following criteria:
   (1) For aircraft requiring 2 pilots, has met the requirements set forth in 14 CFR part 61
   (2) Has submitted the documentation as outlined in C-20.
   (3) Holds a current and valid Interagency Pilot Card with the endorsement, “Trainee Only” pilot.
   (4) “Trainee Only” pilots are authorized to receive training in all missions that the “Pilot Trainer” is endorsed to perform.
   (5) Operational training flight hours may be used to satisfy all but the initial 10 hours of the required flight hours for “weight class”.
   (6) Operational training flight hours may be used to satisfy all but the initial 10 hours of the required flight hours for “make and model”.
   (7) Operational training flight hours may be used to satisfy the required flight hours for “Mountain Flying – Make and Model”.

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SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 19 - “ON CONTRACT” PILOT OPERATIONAL TRAINING (C-10 (a) (3)) (Continued)

(8) Operational flight training will not be used to accomplish the contractually required 10 flight hours of Long-Line training.

(9) “Trainee Only” pilots are limited to receive training in no more than one aircraft make and model per calendar year.

(i) Contractors awarded up to three items may be authorized two “Pilot Trainers”: If awarded four or more items, contractor may be authorized four “Pilot Trainers”.

(j) Contractors will be authorized two “Trainee Only” pilots per “Pilot Trainer” at any time.

(k) Contractors shall submit training records and a formal request recommending the “Trainee Only” pilot for evaluation by a Helicopter Inspector Pilot. The pilot trainer shall have verified that the trainee has met all contract minimum flight hour requirements and that the trainee is proficient in all special use missions required by the procurement document.

(l) Any deviation from this exhibit must be approved by an Alternate Means of Compliance (AMOC) issued by the National Helicopter Standardization Pilot or the National Helicopter Specialist and the appropriate Contracting Officer.
**SECTION C**

**DESCRIPTION/SPECIFICATIONS/EXHIBITS**

**EXHIBIT 20 - AIRCRAFT MECHANIC (HELICOPTER) QUALIFICATION FORM (C-12 (h) (5))**

U.S. Department of Agriculture - Forest Service

**AIRCRAFT MECHANIC (HELICOPTER)**

<table>
<thead>
<tr>
<th>Contract No.</th>
<th>Name</th>
<th>Date of Birth</th>
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<table>
<thead>
<tr>
<th>Employer</th>
<th>Office Phone</th>
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<table>
<thead>
<tr>
<th>FAA Certificates: Type</th>
<th>No.</th>
<th>Date Issued</th>
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<table>
<thead>
<tr>
<th>Total Years Experience</th>
<th>Total Years Experience as Licensed Mechanic</th>
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</table>

**Record of Special Training (Factory Schools, etc.)**

<table>
<thead>
<tr>
<th>Name of Course</th>
<th>Location</th>
<th>Year Attended</th>
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**Record of Past Performance (Previous Three Years)**

<table>
<thead>
<tr>
<th>Dates</th>
<th>Location</th>
<th>Employer/Supervisor</th>
<th>Phone No.</th>
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</table>

**Record of maintaining helicopters Under Field Conditions:**

<table>
<thead>
<tr>
<th>Dates</th>
<th>Location (Designated Base)</th>
<th>Type of Contract</th>
<th>Type Helicopter</th>
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<tbody>
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</table>

*"Field Condition" is defined as maintaining the helicopter away from the contractor's base of operation with minimal supervision
EXHIBIT 20 - AIRCRAFT MECHANIC (HELICOPTER) QUALIFICATION FORM (C-12 (h) (5)) (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/EXHIBITS**

**EXHIBIT 21 - WEIGHT AND BALANCE FORM (EXAMPLE) (B-3, C-5 (a) (15 & 17))**

<table>
<thead>
<tr>
<th>Location and Description of Item</th>
<th>Weight</th>
<th>Arm</th>
<th>Moment</th>
<th>Lat. Arm</th>
<th>Lat. Moment</th>
<th>Date Weighed</th>
<th>Date Weighed</th>
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<tr>
<td><strong>Fuselage:</strong></td>
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<tr>
<td>Ballast</td>
<td>25.3</td>
<td>8.5</td>
<td>215.1</td>
<td>3.4</td>
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<td>446.3</td>
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<td>Pulse light kit</td>
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<td>Automated Flight Following</td>
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<td>Seats</td>
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<td><strong>Engine Deck:</strong></td>
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<td>Strike Kit</td>
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<td>Fill Pump</td>
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<td>Repeal Kit</td>
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<td>Survival Kit</td>
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<td>Fire Tank</td>
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<td>125</td>
<td>49400</td>
<td></td>
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<td>X</td>
<td>C</td>
</tr>
</tbody>
</table>

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.
## EXHIBIT 21 - WEIGHT AND BALANCE FORM (B-3, C-5 (a) (15 & 17)) (Continued)

<table>
<thead>
<tr>
<th>Location and Description of Item</th>
<th>Weight</th>
<th>Arm</th>
<th>Moment</th>
<th>Lat. Arm</th>
<th>Lat. Moment</th>
<th>In A/C</th>
<th>ON 'O' Chart</th>
<th>In A/C</th>
<th>ON 'C' Chart</th>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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/EXHIBITS**

**EXHIBIT 21 - WEIGHT AND BALANCE FORM (B-3, C-5 (a) (15 & 17)) (Continued)**

<table>
<thead>
<tr>
<th>Make, Model, Series</th>
<th>Registration Number</th>
<th>Serial Number</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bell 205A-1</td>
<td>N12345</td>
<td>66886</td>
<td>9/15/2009</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Datum is</th>
<th>Leveling Means</th>
<th>Weighing Procedures References</th>
<th>Scale Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.60&quot; aft of cabin nose</td>
<td>Plumb line from top of left main door frame</td>
<td>CFR, part 29 / OEM Maint. Manual chapter 8 / Type Certificate DS</td>
<td>Jack points</td>
</tr>
</tbody>
</table>

#### Scale Readings

<table>
<thead>
<tr>
<th>Scale</th>
<th>Reading</th>
<th>Tare</th>
<th>Net Weight</th>
<th>Long. Arm</th>
<th>Moment</th>
<th>Lat. Arm</th>
<th>Moment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Left Front or Nose</td>
<td>1478</td>
<td>0</td>
<td>1478</td>
<td>+ 61.69</td>
<td>91177.8</td>
<td>- 30</td>
<td>44340</td>
</tr>
<tr>
<td>Right Front</td>
<td>1116</td>
<td>0</td>
<td>1116</td>
<td>+ 61.69</td>
<td>68846.1</td>
<td>+ 30</td>
<td>33480</td>
</tr>
<tr>
<td>Left Aft or Tail</td>
<td>1215</td>
<td>0</td>
<td>1215</td>
<td>+ 211.58</td>
<td>257066.7</td>
<td>- 30</td>
<td>36450</td>
</tr>
<tr>
<td>Right Aft</td>
<td>1974</td>
<td>0</td>
<td>1974</td>
<td>+ 211.58</td>
<td>417838.9</td>
<td>+ 30</td>
<td>59220</td>
</tr>
<tr>
<td>Basic Weight Total</td>
<td>5783</td>
<td>144.46</td>
<td>834752.5</td>
<td>2.06</td>
<td>11910</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Fluids (Fuel & Oil and Etc) at Time of Weighing

- **Fuel:**
  - Oil Engine: X
  - Oil Transmission: X
  - Oil Tail Gearboxes: X
  - Hydraulic Fluid: X

**Notes:**
- Oil and unusable fuel in basic weight

#### Items Weighed not part of Basic Weight

- **Item:** Useable fuel (if full)
  - **Weight:** 1457.5
  - **Arm:** 150.4
  - **Moment:** 219208

**Total (-):** 1457.5

**Adjusted Basic Weight of Aircraft as Weighed**

**Total Basic Weight of Aircraft as Weighed**

<table>
<thead>
<tr>
<th>Item</th>
<th>Weight</th>
<th>Arm</th>
<th>Moment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unusable fuel (if drained)</td>
<td>16.5</td>
<td>+ 144</td>
<td>3276</td>
</tr>
</tbody>
</table>

**Total (+):**

**Aircraft Weighed By**

<table>
<thead>
<tr>
<th>Print Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
</tr>
<tr>
<td>Certificate Type and Number:</td>
</tr>
</tbody>
</table>

**Scales**

| Type: |
| Serial Number: |
| Calibration Date: |

**CG**

5783 Longitudinal EW, CG + 144.46 834752.5

5783 Lateral EW CG + 2.06 11910
### EXHIBIT 21 - WEIGHT AND BALANCE FORM (B-3, C-5 (a) (15 & 17)) (Continued)

**Form B: Aircraft Weighing Record**

<table>
<thead>
<tr>
<th>Make, Model, Series</th>
<th>Registration Number</th>
<th>Serial Number</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Datum is</td>
<td>Leveling Means</td>
<td>Weighing Procedures References</td>
<td>Scale Location</td>
</tr>
</tbody>
</table>

#### Scale Readings

<table>
<thead>
<tr>
<th>Scale</th>
<th>Reading</th>
<th>Tare</th>
<th>Net Weight</th>
<th>Long. Arm</th>
<th>Moment</th>
<th>Lat. Arm</th>
<th>Moment</th>
<th>Basic Weight</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Left Front or Nose</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Right Front</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Left Aft or Tail</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Right Aft</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Fuel & Oil at Time of Weighing

<table>
<thead>
<tr>
<th></th>
<th>Full</th>
<th>Defuelled</th>
<th>Drained</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fuel</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oil Engine</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oil Transmission</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oil Tail Gearboxes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hydraulic Fluid</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Items Weighed not part of Basic Weight

<table>
<thead>
<tr>
<th>Item</th>
<th>Weight</th>
<th>Arm</th>
<th>Moment</th>
</tr>
</thead>
</table>

#### Items not Weighed but part of Basic Weight

<table>
<thead>
<tr>
<th>Item</th>
<th>Weight</th>
<th>Arm</th>
<th>Moment</th>
</tr>
</thead>
</table>

#### Adjusted Basic Weight of Aircraft as Weighed

<table>
<thead>
<tr>
<th>Total (-)</th>
</tr>
</thead>
</table>

#### Total Empty Weight of Aircraft as Weighed

<table>
<thead>
<tr>
<th>Longitudinal EW, CG</th>
<th>Lateral EW CG</th>
</tr>
</thead>
</table>

#### Aircraft Weighed By

<table>
<thead>
<tr>
<th>Print Name</th>
<th>Scales</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
<td>Type</td>
</tr>
<tr>
<td>Certificate Type and Number</td>
<td>Serial Number</td>
</tr>
<tr>
<td>Calibration Date</td>
<td></td>
</tr>
</tbody>
</table>

---

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### Exhibit 21 - Weight and Balance Form (B-3, C-5 (a) (15 & 17)) (Continued)

<table>
<thead>
<tr>
<th>Date mm/dd/yyyy</th>
<th>Description of Item</th>
<th>Weight (lbs)</th>
<th>Arm (feet)</th>
<th>Moment (slugs-feet)</th>
<th>Weight Change</th>
<th>Current Total Equipped Weight</th>
<th>CG</th>
<th>Moment</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/31/2009</td>
<td>Aircraft as weighed</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>5783.0 + 144.46 + 834752.5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7/15/2010</td>
<td>Survival Kit</td>
<td>50.5</td>
<td>+ 200</td>
<td>10100</td>
<td>+ 5833.5</td>
<td>5833.5 + 10000.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7/15/2010</td>
<td>Rappel Mount kit</td>
<td>38.2</td>
<td>+ 100</td>
<td>3820</td>
<td>+ 5671.7</td>
<td>5671.7 + 3820.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7/15/2010</td>
<td>Sorenson Tank and Snorkel</td>
<td>389.6</td>
<td>+ 125</td>
<td>54894.8</td>
<td>+ 6261.3</td>
<td>6261.3 + 46894.8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7/15/2010</td>
<td>Fire Shelter</td>
<td>8.0</td>
<td>+ 70.6</td>
<td>564.8</td>
<td>+ 6289.3</td>
<td>6289.3 + 564.8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7/15/2010</td>
<td>Cleaning Supplies/Xtra Oil</td>
<td>20.0</td>
<td>+ 280</td>
<td>55610</td>
<td>+ 6289.3</td>
<td>6289.3 + 5610.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7/15/2010</td>
<td>Ladder</td>
<td>10.0</td>
<td>+ 285.4</td>
<td>2854</td>
<td>+ 6299.3</td>
<td>6299.3 + 2854.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7/15/2010</td>
<td>Log Books</td>
<td>7.0</td>
<td>+ 73.1</td>
<td>511.7</td>
<td>+ 6306.3</td>
<td>6306.3 + 7022.5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7/15/2010</td>
<td>Tool Box</td>
<td>25.0</td>
<td>+ 280.9</td>
<td>7022.5</td>
<td>+ 6331.3</td>
<td>6331.3 + 914130.3</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT 21 - WEIGHT AND BALANCE FORM (B-3, C-5 (a) (15 & 17)) (Continued)

<table>
<thead>
<tr>
<th>Description of Item</th>
<th>Weight Change</th>
<th>Current Total Equipped Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Added (+)</td>
<td>Removed (-)</td>
</tr>
<tr>
<td></td>
<td>Weight</td>
<td>Arm Moment Weight</td>
</tr>
</tbody>
</table>

Form C: Continuous History of Equipped Weight After Weighing

Make, Model, Series | Registration Number | Serial Number | Page Number
-------------------|---------------------|---------------|-------------
### SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

**EXHIBIT 22 - COMPUTED GROSS WEIGHT TABLE (B-3 (a), Exhibit 13)**

<table>
<thead>
<tr>
<th>AIRCRAFT</th>
<th>COMPUTED GROSS WEIGHT@ 7000' / 20°C</th>
<th>MAXIMUM EQUIPPED WEIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td>BH 205/17A or B</td>
<td>9,700</td>
<td>6,645</td>
</tr>
<tr>
<td>BH 205/210 17A or B w/BLR</td>
<td>10,000</td>
<td>6,645</td>
</tr>
<tr>
<td>BH 210</td>
<td>9,700</td>
<td>6,645</td>
</tr>
<tr>
<td>BH 212</td>
<td>9,800</td>
<td>6,510</td>
</tr>
<tr>
<td>BH 212-HP</td>
<td>10,000</td>
<td>6,710</td>
</tr>
<tr>
<td>BH 212 HP BLR</td>
<td>10,250</td>
<td>6,710</td>
</tr>
</tbody>
</table>

When bidding the above aircraft with tank increase maximum equipped weight by 500 lbs.

<table>
<thead>
<tr>
<th>AIRCRAFT</th>
<th>Computed Gross Weight@7000' / 20°C</th>
<th>Computed Gross Weight@ 8000' / 25°C</th>
</tr>
</thead>
<tbody>
<tr>
<td>BH214B</td>
<td>13,500</td>
<td></td>
</tr>
<tr>
<td>BH214B1</td>
<td>13,500</td>
<td></td>
</tr>
<tr>
<td>BH214ST</td>
<td>15,500</td>
<td></td>
</tr>
<tr>
<td>CHI/KV107</td>
<td>18,400</td>
<td></td>
</tr>
<tr>
<td>SH-3</td>
<td>17,350</td>
<td></td>
</tr>
<tr>
<td>K-1200</td>
<td>11,400</td>
<td></td>
</tr>
<tr>
<td>S-61N(LONG/SHORT)/CMRB/Supp.6/DTD. 5/18/2007</td>
<td>17,400</td>
<td></td>
</tr>
<tr>
<td>S-61A/V/CMRB/Supp.10/ DTD.07/09/2008</td>
<td>17,400</td>
<td></td>
</tr>
<tr>
<td>S-61A (T58-GE-402 Engines)</td>
<td>17,000</td>
<td></td>
</tr>
<tr>
<td>S-70</td>
<td>18,800</td>
<td></td>
</tr>
<tr>
<td>UH60/A</td>
<td>17000</td>
<td></td>
</tr>
<tr>
<td>CH46E</td>
<td>22,500</td>
<td>22,100</td>
</tr>
<tr>
<td>CHI234</td>
<td>44,400</td>
<td>41,600</td>
</tr>
<tr>
<td>CH47D</td>
<td>44,700</td>
<td>42,000</td>
</tr>
<tr>
<td>CH54A</td>
<td>37,100</td>
<td>35,100</td>
</tr>
<tr>
<td>CH54B</td>
<td>40,000</td>
<td>38,500</td>
</tr>
<tr>
<td>S64E</td>
<td>37,100</td>
<td>35,100</td>
</tr>
<tr>
<td>S64F</td>
<td>39,700</td>
<td>36,300</td>
</tr>
</tbody>
</table>

Does not apply to aircraft that are not listed.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 23 - PERFORMANCE BY GOVERNMENT-FURNISHED PILOT (B-14)

(a) General

(1) The following provisions shall apply to the performance of work under the contract, 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-12.

(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 contract rests solely with the Contractor.

(7) The clause Loss, Damage, or Destruction, is applicable to this contract when the Contractor authorizes performance by a Government pilot.

(8) The payment provisions of the contract 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 contract except as delineated below. For the purpose of fulfilling the contractor’s obligation under this clause, the Contractor shall procure and maintain during the term of this contract, and any extension thereof, hull insurance meeting FAA requirement, acceptable to the Contracting Officer (CO). The Contractor’s insurance coverage shall apply to pilots furnished by the Government to operate this aircraft. The contractor shall procure and maintain during the term of this contract, and any extension thereof, aircraft public liability insurance in accordance with 14 CFR, Parts 198 and 205. The parties names 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 qualifications for potential pilots from the CO.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 23 - PERFORMANCE BY GOVERNMENT-FURNISHED PILOT (B-14) (Continued)

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

(3) Each policy or certificate evidencing the insurance shall contain an endorsement that provides that the insurance company will notify the CO thirty (30) days prior to the effective date of any cancellation or termination of any policy or certificate or any modification of a policy or certificate that adversely affects the interest of the Government in such insurance. The notice shall be sent by registered mail and shall identify this contract, the name and address of the Contracting Officer, the policy, and the insured. The Contractor, prior to commencement of work, shall submit to the Contracting Officer one copy of the insurance policy, or confirmation from the insurance company, certifying that the coverage described in this clause has been obtained.

(4) If the aircraft is damaged or destroyed while in the custody and control of the Government, the maximum liability to the Government shall not exceed the Contractor’s deductible (if any) stipulated in the insurance coverage. The Contractor’s deductible as stipulated in the insurance coverage shall not exceed:

(a) In-Motion Accidents - Up to 5% of the current insured value of the aircraft as stated in the policy.

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

(5) Such reimbursement shall not be made; however, for loss or damage to the aircraft resulting from (1) normal wear and tear, (2) negligence or fault in maintenance of the aircraft by the Contractor, or (3) defect in construction of the aircraft or a component thereof.

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

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

(8) Any failure to agree as to the responsibility of the Contractor under this clause shall, after a final finding and determination by the CO, be considered a dispute within the meaning of the “Disputes” clause of this contract.
(9) The Government shall not be liable for damages to contractor equipment or personnel provided under this contract except for damages caused by Government personnel acting within the scope of their official duties as compensable under the Federal Tort Claims Act, 28 U.S.C. 2671-2680.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 24 - 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/EXHIBITS

EXHIBIT 25 - 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 litter patient a weight and balance shall be computed.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 26 - 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 contract 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 contract personnel operate the equipment when used for contract operations.

(iii) Ensure the approved equipment is included as a listed item on the contract.

While use of approved aerial ignition systems is recommended, contractors working under end use contracts 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 contract 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 contract 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/EXHIBITS

EXHIBIT 26 - 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

(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 contract 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
contract 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 IHO (Ch 3) to the
appropriate region, state, or agency aviation manager.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 27 - RESERVED
EXHIBIT 28 - PUBLIC AIRCRAFT OPERATIONS (B-15)

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

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

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

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

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

**Aircraft Registration Number(s):** N Number(s) of Aircraft on Contract

**Contract Number:** AG-024B-C-18--X-XXXX

**Contract Type and Service:** Exclusive Use Services

**Date of Contract:** Contract Award Date

**Date of Proposed First Flight as a PAO:** Effective Date of Contract

**Date PAO Declaration Expires:** This date should be the final day of the contract period of performance – including the base period of the contract plus all possible option years.

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

**Acquisition Management Official:** Frank Gomez, Contracting Officer @gomez@fs.fed.us or (208) 387-5347

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

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

EXHIBIT 29 - VENDOR-CONTRACTOR QA/EVALUATION/SAFETY CHECKS

Type 1 aircraft are authorized to utilize an aircraft seat (non-pilot station) to conduct evaluations on company pilots for the purpose of Quality Assurance, CRM/Safety evaluations while on an operational mission. Type 2 aircraft are authorized to utilize a pilot position to conduct the above evaluations.

Restrictions are as follows:

(a) Limited to 1 (one) fuel cycle per crew on an operational mission.

(b) Must meet PPE and Fire Shelter requirement.

(c) Jump seat must be an FAA approved seat with approved restraint system.

(d) A minimum of 24 hours’ notice must be given to the Helicopter Manager/COR. The COR/Helicopter Manager will have the final approval authority.

(e) The only authorized personnel to conduct evaluations are; Chief Pilots, Chief flight instructors, Company Safety managers. If they have access to flight controls (Type 2) they are restricted from flying the aircraft unless they have a current interagency card. Companies will submit the names of the personnel that are in these positions to the National Helicopter Standardization Pilot for approval.

(f) Evaluation program must be addressed in the company’s SMS or operations specs and include procedures for addressing summary of findings/mitigations.

(g) Relief pilot safety orientation flight is authorized provided the flight is an operational mission, is limited to 1 (one) fuel cycle and will be counted as a duty day.

(h) An end of season summary of findings will be provided to the National Helicopter Standardization Pilot or National Helicopter Program Manager.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 30 - NIGHT FLYING OPERATIONS

Night flying operations are operations conducted under the scope of this contract during periods of darkness with the use of Night Vision Goggles (NVG) and other supplemental lighting. The intended use is fire suppression with a ground fill fixed tank only, from preapproved and previously surveyed helispots. Point to point transfer of essential crewmembers to designated night helispots is authorized.

A post award visit will be conducted at the vendor’s facility within 30 days after contract award to discuss Night Flying Operations. Due to the developmental nature of this program, subsequent quality assurance and oversight visits prior to and during the contract period should be expected.

(a) Helicopter Requirements

(1) Meets 91.205 (c) Visual Flight Rules (night)

(2) Meets 91.205 (h) Night Vision Goggle Operations

(3) Supplemental Type Certificated for NVG operations, with current 170 day conformity check, to include four (4) sets of compatible Night Vision Goggles

(4) Marked “FIRE H531” in 8 to 12 inch letters on the underside of the aircraft to be visible from the ground with or without tank installed.

(5) Rotatable search light

(6) Ground fillable Fixed Tank with Snorkel removed for Night Flying Operations

(b) Routine Maintenance: routine maintenance will be coordinated with the helicopter manager and conducted during daylight hours. The vendor is required to provide the manager daily updates on upcoming maintenance events. At the managers request the vendor shall conduct scheduled maintenance up to five (5) hours early. Routine maintenance conducted under the guidelines states above may be conducted without penalty.

(c) Additional requirements for field maintenance personnel: Primary maintenance personnel shall have received additional training on the NVIS installed on the aircraft and any addition inspection requirements. Maintenance personnel must have training on any special tools or test equipment required to perform NVIS maintenance appropriate for field conditions.

(d) Reserved

(e) Night Vision Equipment Selection: OEM certified Generation III image intensifier tubes with auto gating, minimum Signal to Noise Ratio (SNR) 25, minimum resolution 64. Must mount to a universal military style visor mount system. M949 and F4949 systems are known to meet this requirement.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 30 - NIGHT FLYING OPERATIONS (Continued)

(f) **Crew Coverage:** Night Flying Operations aircraft will have the capability of being fully staffed. The schedule will be 9 hours standby with up to 5 hours of extended standby to equal a maximum of 14 hours each duty cycle. Payment for extended standby will be as stated in C31.

(1) Pilot staffing
   (i) Night operations: 2 pilot crew as stated in B-5. See (h) below for qualification requirements. The company will provide a list of offered primary and relief pilots (not to exceed four) prior to the contract start date. Any additional pilots will require currency flights in accordance with (e) at the vendor’s expense.

(g) **Flight Hour and Duty Limitations:** For day operations in accordance with C 16, for night operations same as day except maximum of 5 hours NVG flight time per duty cycle. Pilots will provide NVG hours flown after each fuel cycle to the helicopter manager.

(1) Relief pilots for night operations will be on for a minimum of 6 consecutive days. PIC and SIC schedules need not be concurrent

(h) **NVG Pilot Requirements-Experience:** In accordance with section C-12 with the following additions; (Note: NVG pilots need not be long line carded).

(1) **PIC Experience Requirements:**
   (i) Previously Carded for Interagency Fire
   (ii) Helicopter Night Flying Hours 250 hours
   (iii) Fire Fighting Experience 100 hours
   (iv) Helicopter Night Vision Goggle Hours 50 hours
   (v) Helicopter Night Vision Make and Model 10 hours
   (vi) Night Vision Goggle Flight Training 5 hours*
   (vii) Night Vision Goggle Ground School 8 hours*

- Completes Additional Training Required for Night Vision Goggle Operations per FAR 61.31
- Meets Night Vision Operating Experience and Proficiency Check per FAR 61.57
- Pass a Night Operations “special use” flight evaluation from a USFS approved Helicopter Inspector Pilot annually.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 30 - NIGHT FLYING OPERATIONS (Continued)

(2) SIC Experience Requirements:
   (i) Helicopter Night Flying Hours 100 hours
   (ii) Helicopter Night Vision Goggle Hours 25 hours
   (iii) Night Vision Goggle Flight Training 5 hours*
   (iv) Night Vision Goggle Ground School 8 hours*

- Completes Additional Training Required for Night Vision Goggle Operations per FAR 61.31
- Performed as SIC during a Night Vision Operating Experience flight (reference FAR 61.57)
- Completed required online training modules IAW C-20 (i) (2)
- Pass a Night Operations “special use” flight evaluation from a USFS approved Helicopter Inspector Pilot annually.

*Military NVG training will meet the ground training and flight time requirement. Must provide official documentation.

(i) Currency flights: If either the primary or relief Night Flying Operations crews have not conducted NVG flight within the previous 25 days, the vendor is authorized one (1) hour of NVG flight for each crew at the government’s expense. The flight will involve mission training and ground crews.

(j) Orientation flights: Orientation flights will be conducted at the government’s expense during daylight prior to conducting Night Flying Operations in an unfamiliar area. During extended attack, the orientation may be conducted during an operational flight using a two pilot crew consisting of the Day PIC and Night PIC.

(k) PPE: All ground personnel are required to wear PPE in accordance with C-19, additionally reflective clothing (belts, vests, or flight suits) will be worn while inside the rotor disk with aircraft operating.

(l) Government Pilot: Approved Government Pilots may act as SIC’s for evaluation purposes.

(m) Pre-use inspection
   
   (1) Pilot training documentation
   
   (2) Conformity check validation
   
   (3) NVG maintenance records
   
   (4) Night Vision Imaging System (NVIS) maintenance plan.
   
   (5) Configuration management plan
The FS aviation program views Safety Management Systems (SMS) as a critical element for contract evaluation. A complete response is highly encouraged.

(a) Safety Management System Components

The FS aviation program uses Safety Management Systems (SMS) agency-wide approach to aviation operations that includes safety management policy, safety risk management, safety assurance and safety promotion. Provide evidence of your SMS program as described below.

Note: Under the column heading OFFEROR ACTION REQUIRED on the form, the documentation provided must describe the policy or process used to meet the standard with completed evidence. Blank forms are not acceptable as evidence. For example, for audit evidence under Safety Assurance, a certificate of an SMS audit serves as evidence; or a copy of a “self-validated” SMS audit will suffice. If no action is stated, simply mark the column with a Y, N or N/A where applicable.

The International Standard for Business Aircraft Operations (IS-BAO) and the Federal Aviation Administration (FAA) in AC120.92A can provide the explanations and examples of the requested standards below.

<table>
<thead>
<tr>
<th>SAFETY MANAGEMENT SYSTEM COMPONENTS</th>
<th>Y</th>
<th>N</th>
<th>A</th>
<th>OFFEROR ACTION REQUIRED</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1 Safety Policy and Objectives</strong></td>
<td></td>
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<tr>
<td>1a Are key safety personnel appointed? Is there an identified trained Aviation Safety Manager?</td>
<td></td>
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<td></td>
<td>Describe and provide evidence.</td>
</tr>
<tr>
<td>1b Does the company have an organizational structure (organizational chart) that clearly defines duties, authorities and accountabilities?</td>
<td></td>
<td></td>
<td></td>
<td>Describe and provide evidence.</td>
</tr>
<tr>
<td>1c Where the company has more than one operating base, has the management structure addressed the management responsibilities at each location?</td>
<td></td>
<td></td>
<td></td>
<td>Describe and provide evidence.</td>
</tr>
<tr>
<td><strong>1d Operations Manual</strong></td>
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<tr>
<td>• Does the Operations Manual contain a flight operations and aircraft maintenance policy?</td>
<td></td>
<td></td>
<td></td>
<td>Describe</td>
</tr>
<tr>
<td>• Does the Operations Manual contain an operational control system and SOP’s?</td>
<td></td>
<td></td>
<td></td>
<td>Provide evidence.</td>
</tr>
<tr>
<td>• Is the Operations Manual approved by management (CEO)?</td>
<td></td>
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</tbody>
</table>
### SAFETY MANAGEMENT SYSTEM COMPONENTS

<table>
<thead>
<tr>
<th>Standard</th>
<th>Y</th>
<th>N</th>
<th>A</th>
<th>OFFEROR ACTION REQUIRED</th>
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<tbody>
<tr>
<td>- Is the Operations Manual amended or revised as necessary to ensure that the information contained in it is kept up to date?</td>
<td></td>
<td></td>
<td></td>
<td>Describe and provide evidence.</td>
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<tr>
<td>- Have the employees been trained on the Operations Manual?</td>
<td></td>
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<td>Provide evidence.</td>
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<tr>
<td>- Does the Operations Manual reflect the type operation that is being contracted for?</td>
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<td></td>
<td>Describe and provide evidence.</td>
</tr>
<tr>
<td>Emergency Response Plan</td>
<td></td>
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<tr>
<td>- Do you have an internal emergency response plan?</td>
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<tr>
<td>- Is the Accident / Emergency Plan available to all employees?</td>
<td></td>
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<td></td>
<td>Describe</td>
</tr>
<tr>
<td>- Are personnel who have a role in the emergency response plan trained in their role, and is the plan exercised periodically in order to test its integrity?</td>
<td></td>
<td></td>
<td></td>
<td>Provide evidence.</td>
</tr>
<tr>
<td>Safety Risk Management</td>
<td></td>
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</tr>
<tr>
<td>2a Does the company have a Risk Management Policy?</td>
<td></td>
<td></td>
<td></td>
<td>Provide evidence.</td>
</tr>
<tr>
<td>2b Has the company developed and maintained a Risk Management Process to:</td>
<td></td>
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<td></td>
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<tr>
<td>- Identify Hazards</td>
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<tr>
<td>- Risk Analysis (Exposure)</td>
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<tr>
<td>- Risk Assessment (Severity and likelihood)</td>
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<tr>
<td>- Decision Making (Mitigations)</td>
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<tr>
<td>- Validation of Control (Controls effective)</td>
<td></td>
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<tr>
<td>2c Does the company have an Operational Risk Management (ORM) Worksheet</td>
<td></td>
<td></td>
<td></td>
<td>Describe and provide evidence.</td>
</tr>
<tr>
<td>2d Is there a process to elevate the risk decision outcome? i.e. Chief Pilot? CEO?</td>
<td></td>
<td></td>
<td></td>
<td>Describe and provide evidence.</td>
</tr>
<tr>
<td>Safety Assurance</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>3a Have operations (internal or external) audits been conducted in this past field season?</td>
<td></td>
<td></td>
<td></td>
<td>Describe and provide evidence of this audit.</td>
</tr>
<tr>
<td>3b Is there an Action Plan (AP) developed from the audits?</td>
<td></td>
<td></td>
<td></td>
<td>Provide your latest plan.</td>
</tr>
<tr>
<td>3c Does the company have a Quality Assurance Program?</td>
<td></td>
<td></td>
<td></td>
<td>Describe and provide evidence.</td>
</tr>
</tbody>
</table>
### SECTION C
**DESCRIPTION/SPECIFICATIONS/EXHIBITS**

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<table>
<thead>
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<tbody>
<tr>
<td><strong>3d</strong></td>
<td>Has the company developed and maintained a means of: monitoring and measuring safety performance, identifying and managing organizational changes that may affect safety, ensuring continual improvement?</td>
<td>What action has your company taken and/or plans to facilitate change? Describe and provide evidence.</td>
</tr>
<tr>
<td><strong>3e</strong></td>
<td>Does the company have a training program that ensures personnel are trained and competent to perform their assigned duties?</td>
<td>Do you have a process that can train your pilots and mechanics, both initially and annually, on the requirements of this contract? Describe and provide evidence.</td>
</tr>
<tr>
<td><strong>3f</strong></td>
<td>Does the company have a separate training program for: pilots, maintenance personnel, fuelers / truck drivers?</td>
<td>Describe and provide evidence.</td>
</tr>
<tr>
<td><strong>4</strong></td>
<td>Safety Promotion</td>
<td>Briefly describe technology your company has acquired to facilitate communication with deployed pilots. Describe and provide evidence.</td>
</tr>
<tr>
<td><strong>4a</strong></td>
<td>Has the company developed and maintained a formal means of safety communication (like SAFECOM)</td>
<td></td>
</tr>
<tr>
<td><strong>4b</strong></td>
<td>Are there lessons-learned developed from incidents/accidents? Are they shared with the company personnel?</td>
<td>Provide evidence.</td>
</tr>
<tr>
<td><strong>4c</strong></td>
<td>Is a Safety Award system in place?</td>
<td>Describe</td>
</tr>
</tbody>
</table>

(b) Accident History for the previous 5 years: Include all aircraft that have operated under your Operating Certificates (fixed wing and rotor wing). Complete the blocks that apply to your company accident history.

1. Total number of flight hours for the previous 5 years: _________________

2. Number of aircraft accidents reported to NTSB in the previous 5 years: _____

If your company has had an accident in the last 5 years provide an accident prevention action plan or evidence of actions taken to prevent future accidents.

If you had an accident that was reported to the NTSB and it was downgraded to an incident, you must provide evidence from the NTSB.
SECTION D
SOLICITATION PROVISIONS

D-1 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (FAR 52.212-5) (NOV 2016)

(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. 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).


(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:


- (5) [Reserved]


SECTION D
SOLICITATION PROVISIONS

☐ (10) [Reserved]


☐ (ii) Alternate I (NOV 2011) of 52.219-3.

☐ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (JAN 2011) of 52.219-4.

☐ (13) [Reserved]


☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).


☐ (ii) Alternate I (OCT 1995) of 52.219-7.

☐ (iii) Alternate II (MAR 2004) of 52.219-7.

☒ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

☐ (17) (i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (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 (OCT 2014) of 52.219-9.

☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

☒ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

SECTION D
SOLICITATION PROVISIONS


☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).

☐ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) (15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013) (15 U.S.C. 637(m)).


☒ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126).

☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

☒ (28) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).


☐ (34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
SECTION D
SOLICITATION PROVISIONS

☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (36) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514)

☐ (ii) Alternate I (JUN 2014) of 52.223-13.

☐ (37) (i) 52.223-14, Acquisition of EPEAT®-Registered Television (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-14.


☐ (39) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-16.

☑️ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (AUG 2011).


☐ (ii) Alternate I (MAY 2014) of 52.225-3.

☐ (iii) Alternate II (MAY 2014) of 52.225-3.

☐ (iv) Alternate III (MAY 2014) of 52.225-3.


☑️ (44) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

SECTION D
SOLICITATION PROVISIONS

☐ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150').

☐ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150').


☐ (49) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (JUL 2013) (31 U.S.C. 3332).

☒ (51) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (JUL 2013) (31 U.S.C. 3332).


☐ (54) (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.

☒ (52) 52.223-2, Affirmative Procurement of BioBased Products Under Service and Construction Contracts (SEP 2013).

(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) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495)

☒ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67.).


SECTION D
SOLICITATION PROVISIONS


☐ (10) 52.237-11, Accepting and Dispensing of $1 Coin (SEP 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 completed 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.
SECTION D
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(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—


(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(v) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).


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


(xi) 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)).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67.)
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(xiv) 52.222-54, Employment Eligibility Verification (AUG 2013).


(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

D-2 CLAUSES ADDED BY ADDENDUM

☐ (1) 52.217-8, Option to Extend Services (NOV 1999)

☐ (2) 52.236-7, Permits and Responsibilities (NOV 1991)

☐ (3) 52.232-18, Availability of Funds (APR 1984)

☒ (4) 52.242-15, Stop Work Order (AUG 1989)

☐ (5) 52.212-4, Clauses are incorporated by reference, with the exception of 52.212-4 (k) Taxes-The contract price includes all applicable Federal, State and Local Taxes and Duties. Includes Federal Excise Taxes. (MAY 2015)

☒ (6) AGAR 452.209-71, Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants (Alternate 1) (FEB 2012) (a) This award is subject to the provisions contained in the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012, P.L. No. 11255, Division A, Sections 738 and 739 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that it – (1)
SECTION D
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does not have a tax delinquency, meaning that it is not subject to any unpaid
Federal tax liability that has been assessed, for which all judicial and
administrative remedies have been exhausted or have lapsed, and that is not
being paid in a timely manner pursuant to an agreement with the authority
responsible for collecting the tax liability, and (2) has not been convicted (or had
an officer or agent acting on its behalf convicted) of a felony criminal violation
under any Federal or State law within 24 months preceding the award, unless a
suspending and debarring official of the United States Department of Agriculture
has considered suspension or debarment of the awardee, or such officer or
agent, based on these convictions and/or tax delinquencies and determined that
suspension or debarment is not necessary to protect the interests of the
Government. (b) If the awardee fails to comply with these provisions, the
Contracting Officer may terminate this contract for default and may recover any
funds the awardee has received in violation of sections 738 or 739.

☒ (7) AGAR 452.215-73. Post Award Conference (NOV 1996) A post award
conference with the successful offeror is required. It will be scheduled within 30
days after the date of contract award. The conference will be held at the host
base or site agreed to.

☒ (8) AGAR 452.246-70, Inspection and Acceptance (FEB 1988)
(a) The Contracting Officer or the Contracting Officer's duly authorized
representative will inspect and accept the supplies and/or services to be provided
under this contract.
(b) Inspection and acceptance will be performed at: Host Base.

D-3 ADDITIONAL CLAUSES REQUIRED (Reserved)

D-4 ECONOMIC PRICE ADJUSTMENT SPECIFIED FLIGHT RATE CONTRACTS

(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
SECTION D
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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 for Jet A fuel is established at $4.54 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_excl/helicopters_excl.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 $0.10 higher or lower than the unit price established when the last adjustment was made.

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-5 PROPERTY AND PERSONAL DAMAGE

(a) The Contractor shall use every precaution necessary to prevent damage to public and private property.
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(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 contract, 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 must 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 contract, or growing out of direct performance of the contract, will not be acceptable. The chemical damage coverage may be limited to chemicals dispensed while performing firefighting activities.

(f) The Contractor, prior to the commencement of work, shall submit to the Contracting Officer one copy of the insurance policy, or confirmation from the insurance company, certifying that the coverage described in this clause has been obtained.

D-6 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000) (IF OPTIONS ARE INCLUDED ON THE SCHEDULE OF ITEMS)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed one (1) base year and three (1) one year renewal option periods.

D-7 OPTIONAL-USE PERIOD PRE MAP/POST MAP

Outside the Mandatory Availability Period and any extensions thereof, the Government may need service on an intermittent basis. Orders may be placed subject to acceptance by the Contractor. The Contractor may agree to provide service at the contract daily availability rate plus specified flight rate (applies to daily availability contracts only) or at the optional-use hourly flight rate. If accepted, all terms and conditions of the contract will apply.
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SOLICITATION PROVISIONS

D-8 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 2014)

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.

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D-9 SERVICE OF PROTEST (FAR 52.233-2) (SEP 2006)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Frank Gomez
National Interagency Fire Center
USDA - FS - Contracting
Owyhee Building – MS 1100
3833 S. Development Ave.
Boise, Idaho 83705

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

D-10 COMMERCIAL FILMING OR VIDEO TAPEING

In accordance with 36 C.F.R. Part 251 and U.S. Forest Service Manuals 1600 and 2700 all commercial filming or videotaping (e.g., filming for feature films, reality shows, documentaries, television specials, etc.) on National Forest System lands requires the filming entity to apply for, and obtain, a special use authorization prior to the start of any filming, or associated activities, on National Forest System lands. This requirement is applicable to filming directly by contractors and is also applicable to filming of contractors of the U.S. Forest Service while on National Forest System lands.
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Any filming, or associated activities, occurring on National Forest System lands pursuant to a properly acquired special use authorization may be limited or prohibited during a fire fighting or incident support situation at the discretion of the Incident Commander.
U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE

CONTRACT NO.: [Redacted]
ITEMS #2a MORGAN AND #2b MORGAN

PROJECT: REGIONS 4 AND 8 EXCLUSIVE USE HELICOPTER SERVICES

CONTRACTOR: PJ HELICOPTERS, INC.
903 LANGLEY WAY
RED BLUFF, CA 96080

TELEPHONE: 530-527-5059

AWARDING OFFICE: U.S. FOREST SERVICE - CONTRACTING NATIONAL INTERAGENCY FIRE CENTER OWYHEE BUILDING - MS 1100 3833 S DEVELOPMENT AVE BOISE, ID 83705-5354

TODD R. NOVINGER
CONTRACTING OFFICER
TELEPHONE: 208-387-5272
FAX: 208-387-5384
TRNOVINGER@FS.FED.US
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<td>SEE SECTION B (ATTACHED) EXCLUSIVE USE TYPE-III HELICOPTER SERVICES - USFS REGION 4/USFS REGION 8</td>
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SOLICITATION/CONTRACT/OFFER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER
   12/01/2017

2. CONTRACT NO.
   [Redacted]

3. AWARD/EFFECTIVE DATE
   4/23/2018

4. ORDER NUMBER
   [Redacted]

5. SOLICITATION NUMBER
   [Redacted]

6. SOLICITATION ISSUE DATE
   12/01/2017

7. FOR SOLICITATION INFORMATION CALL:
   T. NOVINGER
   208-387-5272

8. TELEPHONE NUMBER (No cover call)

9. ISSUED BY
   CODE: [Redacted]
   NATIONAL INTERAGENCY FIRE CENTER
   U.S. FOREST SERVICE - CONTRACTING
   OWYHEE BUILDING - MS 1100
   3833 S. DEVELOPMENT AVE
   BOISE, ID 83705-5354

10. THIS ACQUISITION IS [Redacted]

11. DELIVERY FOR FEDERATION PLAN UNLESS BLOCK IS MARKED

12. DISCOUNT TERMS

13. THIS CONTRACT IS A RATED ORDER UNDER
    SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8 (A)
    NAICS: 448121
    SIZE STANDARD: 1500 Employees

14. METHOD OF SOLICITATION

15. DELIVER TO
    CODE: [Redacted]
    NATIONAL INTERAGENCY FIRE CENTER
    U.S. FOREST SERVICE - CONTRACTING
    OWYHEE BUILDING - MS 1100
    3833 S. DEVELOPMENT AVE
    BOISE, ID 83705-5354

16. ADMINISTERED BY
    CODE: [Redacted]

ALBUQUERQUE SERVICE CENTER
INCIDENT BUSINESS - CONTRACTS
101B SUN AVENUE, NE
ALBUQUERQUE, NM 87109

17. CONTRACTOR CODE [Redacted]
    FACILITY CODE [Redacted]
    PJ Helicopters Inc.
    903 Langley Way
    Red Bluff CA, 96080
    TELEPHONE NO. (530) 527-5059

18. PAYMENT WILL BE MADE BY
    CODE: [Redacted]

19. REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

20. SUBMIT INVOICES TO ADDRESS SHOWN ON BLOCK 16A UNLESS BLOCK BELOW IS CHECKED

21. QUANTITY

22. UNIT

23. UNIT PRICE

24. AMOUNT

25. ACCOUNTING AND APPROPRIATION DATA
   Item #2a Morgan and Item #2b Morgan
   TOTAL AWARD AMOUNT (For Govt. Use Only)
   $440,000.00

26. TOTAL AWARD AMOUNT

27. SOLICITATION INCORPORATED BY REFERENCE FAR 52.212-1, 52.212-4, 52.212-5 AND 52.212-6 ARE ATTACHED, ADDENDA ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN

29. AWARD OF CONTRACT REF. [Redacted]

30. NAME AND TITLE OF SIGNED (Type or print)
    [Redacted]
    DATE SIGNED
    1-4-18

31. NAME OF CONTRACTING OFFICER (Type or print)
    Todd R. Novinger

32a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
    Digitally signed by TODD NOVINGER
    Date: 2018.04.23 13:25:26 -06'00'

STANDARD FORM 1449 (REV. 1/12)

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

RECEIVED
JAN 1 2018
CONTRACTING
USDA FOREST SERVICE

PREVIOUS EDITION NOT USABLE
SECTION B
SUPPLIES OR SERVICES AND PRICES

Four (4) Standard Category, Light (Type III) Helicopters fully operated, meeting the requirements of this Schedule and the specifications for operation at the host base, and during the periods shown below. Award of helicopters for make and model will be based on best value. The performance requirements are a minimum and the helicopter will be evaluated for overall best value considering price and other factors. The Government will determine best value.

It is the intent of this solicitation to secure a Fixed Price with Economic Price Adjustment contract not to exceed 1 base year and 4 option periods for the daily availability rate. The flight rate will be an indefinite quantity with no guarantee of flight hours given by the Government. The Government may award a single contract or multiple awards based on the outcome of the evaluation process. The Government reserves the right to award any combination of items and/or number of items.

Helicopter Inspections (carding) -- all equipment needing to be inspected shall be available for inspection at least 5 days prior to the start of work. Inspections may take place at the vendor's facility or host base or at a location agreed to with the Region 4 Maintenance Inspector or their designee.
SECTION B
SUPPLIES OR SERVICES AND PRICES

ITEM NO. 2a  Helicopter equipped with bucket (Type III – Light)

Designated Base: Morgan Helibase

Name: Mountain Green, Utah     Unita/Wasatch/Cache National Forest

Location: Morgan County Airport, Morgan, Utah  41° 08’ 38.86” N 111° 46’ 19.98” W

Mandatory Availability Period: June 3 - September 10     Net Days: 100 Days

Daily Availability Offer Rate for Type III

<table>
<thead>
<tr>
<th>SERVICES</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
<th>YEAR</th>
</tr>
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<tbody>
<tr>
<td>Daily Availability Base Year 2018</td>
<td>(b)(4)</td>
<td>$220,000.00</td>
<td>BASE 2018</td>
<td></td>
</tr>
<tr>
<td>Daily Availability Option Year 1 2019</td>
<td></td>
<td>$225,000.00</td>
<td>Option 1 2019</td>
<td></td>
</tr>
<tr>
<td>Daily Availability Option Year 2 2020</td>
<td></td>
<td>$230,000.00</td>
<td>Option 2 2020</td>
<td></td>
</tr>
<tr>
<td>Daily Availability Option Year 3 2021</td>
<td></td>
<td>$235,000.00</td>
<td>Option 3 2021</td>
<td></td>
</tr>
<tr>
<td>Daily Availability Option Year 4 2022</td>
<td></td>
<td>$240,000.00</td>
<td>Option 4 2022</td>
<td></td>
</tr>
</tbody>
</table>

Specified Hourly Flight Rate: See Exhibit 12 $205,659.00

**Optional Use Rate
Base Year 2018 | HR | N/A | BASE 2018
Option Year 1 2019 | HR | N/A | Option 1 2019
Option Year 2 2020 | HR | N/A | Option 2 2020
Option Year 3 2021 | HR | N/A | Option 3 2021
Option Year 4 2022 | HR | N/A | Option 4 2022

*Estimated number of flight hours per year is for estimation purposes only, the Government does not guarantee any flight hours under this contract.

**Optional Use Rate will not be used in the evaluation of proposals.

***Same Vendor and Make and Model of aircraft required for Item 2a and 2b

ITEM NO. 2a

Make: (b)(4)
Model: (b)(4)
Series: (b)(4)
N Number: (b)(4)
SECTION B
SUPPLIES OR SERVICES AND PRICES

Applicable for Type III (Light) Helicopters Example:

CAPABILITY OF:

At 7,000 feet pressure altitude and 30°C with ☒ non-jettisonable    ☐ jettisonable

Payload of 900 pounds, as determined by Exhibit 13, Standard Interagency Load Calculation form, using a standard pilot weight of 200 pounds and fuel for one hour and 30 minutes (01+30) as determined by Exhibit 12, Hourly Flight Rates, Fuel Consumption, and Weight Reduction Chart.

ITEM NO. 2a

Contracted Helicopter Equipped Weight

Equipped Weight (see definition)   3010 lbs is required
(Note: Does not include bucket and associated suspension hardware)

Approved HOGE Performance

HOGE (enter allowable payload with bucket) 1214 Lbs.

Includes any associated suspension hardware, 150 long line (cables, connectors, etc.)

Bucket Weight

Bucket Weight 76 lbs

(Includes any associated suspension hardware, 150 long line (cables, connectors, etc.). Shall provide a permanent weight label)

Make and Model of bucket SEI - BB1518 (180 Gal)

Note: For the purpose of evaluating helicopter performance and computing the Interagency Load Calculation, only current, applicable FAA approved Performance Charts shall be used.
SECTION B
SUPPLIES OR SERVICES AND PRICES

ITEM NO. 2b Helicopter equipped with bucket (Type III – Light)

Designated Base: Morgan Helibase

Name: Morgan Helibase, Uinta/Wasatch/Cache National Forest

Location: Morgan County Airport, Morgan, Utah. 41° 08.92' N / 111° 46.03' W


Daily Availability Offer Rate for Type III

<table>
<thead>
<tr>
<th>SERVICES</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
<th>YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daily Availability</td>
<td></td>
<td></td>
<td>$220,000.00</td>
<td>BASE 2018</td>
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<td>Daily Availability</td>
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<tr>
<td>Specified Hourly Flight Rate</td>
<td>(b)(4)</td>
<td></td>
<td>$205,659.00</td>
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</tr>
</tbody>
</table>

See Exhibit 12

Optional Use Rate

<table>
<thead>
<tr>
<th>SERVICES</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
<th>YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>**Optional Use Rate</td>
<td></td>
<td></td>
<td>N/A</td>
<td>BASE 2018</td>
</tr>
<tr>
<td>Base Year 2018</td>
<td>HR</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>**Optional Use Rate</td>
<td></td>
<td></td>
<td>N/A</td>
<td>Option 1 2019</td>
</tr>
<tr>
<td>Option Year 1 2019</td>
<td>HR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>**Optional Use Rate</td>
<td></td>
<td></td>
<td>N/A</td>
<td>Option 2 2020</td>
</tr>
<tr>
<td>Option Year 2 2020</td>
<td>HR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>**Optional Use Rate</td>
<td></td>
<td></td>
<td>N/A</td>
<td>Option 3 2021</td>
</tr>
<tr>
<td>Option Year 3 2021</td>
<td>HR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>**Optional Use Rate</td>
<td></td>
<td></td>
<td>N/A</td>
<td>Option 4 2022</td>
</tr>
<tr>
<td>Option Year 4 2022</td>
<td>HR</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Estimated number of flight hours per year is for estimation purposes only, the Government does not guarantee any flight hours under this contract.

**Optional Use Rate will not be used in the evaluation of proposals.

***Same Vendor and Make and Model of aircraft required for Item 2a and 2b

ITEM NO. 2b

<table>
<thead>
<tr>
<th>Maker</th>
<th>(b)(4)</th>
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<tbody>
<tr>
<td>Model</td>
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<tr>
<td>Series</td>
<td></td>
</tr>
<tr>
<td>N Num</td>
<td></td>
</tr>
</tbody>
</table>
SECTION B  
SUPPLIES OR SERVICES AND PRICES

Applicable for Type III (Light) Helicopters Example:

CAPABILITY OF:

At 7,000 feet pressure altitude and 30°C with ☑ non-jettisonable ☐ jettisonable

Payload of 900 pounds, as determined by Exhibit 13, Standard Interagency Load Calculation form, using a standard pilot weight of 200 pounds and fuel for one hour and 30 minutes (01+30) as determined by Exhibit 12, Hourly Flight Rates, Fuel Consumption, and Weight Reduction Chart.

ITEM NO. 2b

Contracted Helicopter Equipped Weight

Equipped Weight (see definition) \( \frac{3010}{\text{lbs}} \) is required
(Note: Does not include bucket and associated suspension hardware)

Approved HOGE Performance

HOGE (enter allowable payload with bucket) \( 1214 \text{ Lbs.} \)

Includes any associated suspension hardware, 150 long line (cables, connectors, etc.)

Bucket Weight

Bucket Weight \( 76 \text{ lbs} \)

(Includes any associated suspension hardware, 150 long line (cables, connectors, etc.). Shall provide a permanent weight label)

Make and Model of bucket \( \text{SEI - BB1518 (180 Gal)} \)

Note: For the purpose of evaluating helicopter performance and computing the Interagency Load Calculation, only current, applicable FAA approved Performance Charts shall be used.
SECTION B
SUPPLIES OR SERVICES AND PRICES

B-2  BIDDERS MAY QUALIFY THEIR BIDS - BIDDERS SHALL INDICATE BELOW THE MAXIMUM NUMBER OF ITEMS WILLING TO ACCEPT
Bid Four (4) Items, Accept Four (4) Items.

B-3  AIRCRAFT PERFORMANCE SPECIFICATIONS (MINIMUM) TO BE USED FOR PROPOSAL EVALUATION PURPOSES AND 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.

For field operations use current temperature and elevation for performance planning purposes.

(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 manufacturer’s requirements and configured in accordance with the contract 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 aircraft’s weight and balance documentation (See Form B, Exhibit 21).

(iii) Weighing shall be:

(A) Accomplished within 12 months prior to the due date of proposal submission, and

(1) Reserved

(B) At an interval of 24 months thereafter and / or

11

Amendment 01
SECTION B
SUPPLIES OR SERVICES AND PRICES

(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:

(A) Remain at or below the contracted helicopter equipped weight as proposed in the base year of the contract. 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).

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

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

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

(2) After proposal evaluations and prior to or post award all Exclusive Use 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.

All aircraft shall be weighed prior to start of the base year Mandatory Availability Period (MAP).

B-4 ENGINE REQUIREMENTS

Turbine engine(s)

B-5 CREW COVERAGE

The number of persons required will be the minimum complement of personnel while operating under this contract, additional positions may be offered to staff and support the helicopters.

☒ One Pilot Crew   or   ☐ Two Pilot crew   or   ☐ Three Pilot crew

And

☒ With Relief Pilot(s)   ☐ Without Relief Pilot(s)
SECTION B
SUPPLIES OR SERVICES AND PRICES

☐ 6-Day Coverage (See Chart Below)
☒ 7-Day Coverage (See Chart Below) ☐ A ☐ B □ OR ☒ C

<table>
<thead>
<tr>
<th>COVERAGE</th>
<th>FUEL SERVICING VEHICLE DRIVER</th>
<th>MECHANIC</th>
</tr>
</thead>
<tbody>
<tr>
<td>6-Day</td>
<td>6-Day Coverage</td>
<td>3-Hour Call-up</td>
</tr>
<tr>
<td></td>
<td>No Relief Required</td>
<td></td>
</tr>
<tr>
<td>7-Day</td>
<td>FSVD Required</td>
<td>Mechanic(s) Required at Host Base/Alternate Base (May serve as FSVD) Relief Mechanic(s) 3-Hour Call-up</td>
</tr>
<tr>
<td>A.</td>
<td>Relief FSVD Required</td>
<td></td>
</tr>
<tr>
<td>B.</td>
<td>FSVD Required</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Relief FSVD Required</td>
<td></td>
</tr>
<tr>
<td>C.</td>
<td>Full Time FSVD Required at Host Base/Alternate Base</td>
<td>Full Time Mechanic(s) Required at Host Base/Alternate Base</td>
</tr>
</tbody>
</table>

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 Compliment.

B-7 WORK SCHEDULE (Select one)
Work Schedules will be a ☐ 12/2, ☐ 12/4, ☒ 12/12

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

At least 2 Primary pilots, 2 mechanics (for those working a 12 on and 12 off schedule) 1 primary pilot, 1 mechanic and relief personnel (for those working a schedule other than 12/12) must be identified in performance of the MAP (each year), and approved by the contracting officer a minimum of 5 days before start of MAP. Substitution or changes to those identified must be proposed and justified in writing at least 12 days prior to substitution and approved by the contracting officer and COR.

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
SECTION B
SUPPLIES OR SERVICES AND PRICES

B-9 EXTENDED STANDBY HOURLY RATE

(a) The extended standby rate will be reviewed on an annual basis to ensure compliance with the Service Contract Act and an adjustment will be made if needed. The extended standby rate will be computed by taking the minimum wage rate from the Department of Labor Wage Determination (current at that time) for Nationwide Pilot, times 1.5 plus 20% for benefits, overhead and profit and rounded to the nearest dollar. If needed, adjusted rates will become effective annually on February 16 of each year.

(b) Extended standby is not intended to compensate the Contractor on a one-to-one basis for all hours necessary to service and maintain the aircraft.

(c) The current rate is $51.00 per hour.

B-10 OVERNIGHT STANDARD PER DIEM RATE ALLOWANCE

Rates as published in Federal Travel Regulations See Section C

B-11 OPERATIONS IN ALASKA, CARIBBEAN, CANADA, OR MEXICO (Contractor to check all that apply)

Contractor has authorization as indicated in FAA Operation Specifications for operations in the following locations. Reference Exhibit 3

☑ ALASKA ☐ CARIBBEAN ☑ CANADA ☑ MEXICO

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

NOTE: Anything checked will have an Exhibit that applies, to a C clause applicable, or CFR Reference.

☑ Additional VHF-AM Radios: Total A/C Qty: 2 (See C-7 (b) (1) (i))
☑ Additional VHF-FM Radios: Total A/C Qty: 2 (See C-7 (b) (1) (ii))
☑ VHF-FM Programming Ports (See C-7 (b) (5) (iv))
☐ External PA with Siren capability (See C-7 (b) (1) (v) (A))
☐ Internal PA with Siren capability for Heavy helicopters (See C-7 (b) (1) (v) (B))
☐ Aeronautical GPS in lieu of a portable GPS (See C-7 (b) (3) (i) (A))
☑ GPS with Moving Map (See C-7 (b) (3) (i) (C))
☐ GPS Data connector (See C-7 (b) (5) (v))
☐ External Portable Aviation GPS Antenna: GPS Model: __________ (See C-7 (b) (5) (vi))
☐ Traffic Advisory System (TAS) (See C-7 (b) (4) (vii))
☐ ADS-B IN and OUT (See C-7 (b) (4) (vii))
☐ Aft Cabin Audio Control System (See C-7 (b) (2) (ii) (C))
☐ Addition Telemetry Unit (ATU) (See C-7 (b) (4) (iii))
SECTION B
SUPPLIES OR SERVICES AND PRICES

☒ Dual USB charging ports, Qty: 2 Users: 3 (See C-7 (b) (5) (vii))
☒ P-25 Digital VHF-FM Mobile Radio for Fuel Servicing Vehicle (See Exhibit 8 (g))
☐ Satellite Communications System: Minutes/Month: __________ (See C-7 (b) (1) (vi))
☐ Rappel Capability (See C-7 (a) (2) and Exhibit 17)
☐ Extended Height landing gear (See C-4)
☒ Litter Kit Provisions ☒ with Litter ☐ w/o Litter (See Exhibit 25)
☐ FAA Over Water Kit (See Exhibit 24)
☐ Fixed Suppressant/Retardant Delivery Tank (See Exhibit 5)
☒ Aircraft Offered shall have an FFA approved Minimum Equipment List (MEL) and approved in Operations Specification at the time of aircraft offering.
☐ STC'd For Left Seat Vertical Reference See Section (C-4 (d) (10))
☐ Gated Power fill Bucket (required as the primary bucket on all bucket offers see C-4 (18) (iii))
☐ Engine Re-Ignition Kit (C4 (e) (3))
☐ Fast Fin/Strake, BH 212 only (C-4 (e) (2))
☐ Tail Rotor Mod Kit, Increased Take Off Horse Power Kit and PT6T-3 Engines (212HP), BH 212 only
☐ FSV's for all items shall be truck/trailer combination with the fuel tank located on trailer (Exhibit 8)
☐ Rapid Refueling ☐ Close Circuit ☐ Open Port (Exhibit 8)
☐ Basket
☒ RAM Ipad mount (shall be secured by way other than suction cup. Must use an approved mount)
☐ Tail boom extender
☐ Electronic Weight and Balance (C-4 (e) (1))
☒ Synthetic Longline (Exhibit 5 (b) (15) (ii))
☐ Law Enforcement Short Haul (Exhibit 27)
☐ Night Flying Operations (See C-7 (a) (3) and Exhibit 30) ☐ Certificated For Full Time Left Seat Operations (135 and 133) (C-4 (e) (4))
☒ Aircraft shall be marked as indicated below in 8 to 12 inch high visibility letters on the underside of the aircraft to be visible from the ground.
☒ FIRE
☐ Other Markings required by line item (example: H-500")
SECTION B
SUPPLIES OR SERVICES AND PRICES

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Host Base</th>
<th>Required Marking</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
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</tr>
</tbody>
</table>

☒ Other:

(1) Aircraft offered must have a FAA approved Minimum Equipment List (MEL) at the time of offering and be approved in Ops Specs.

(2) Any helicopter offered shall be listed by make, model, series, and registration number on the Operators Certificates; 133 (External Load Operations), 135 (Air Taxi Operators and Commercial Operations), and 137 (Agricultural Aircraft Operations) at time of offering.

(3) In addition to internal cargo space, Airbus AS-350/355 helicopters shall be equipped with external side mounted cargo basket with metal positive locking lid that has a minimum cargo capacity of 13 cubic feet and 250 pounds, minimum length of 72 inches, minimum width of 20 inches, minimum depth of 16 inches. This basket must not cause any flight restrictions (Vne) or impede ingress and egress of personnel from all cabin doors. This basket must have quick disconnect capability with FAA approval (see C-4 (d) (27) for cargo basket requirements) Eurocopter AS-350/355 helicopters offered for this contract may be equipped with Squirrel cheeks which extends the volume of the side compartments. These compartments may be offered in lieu of the external baskets.

B-13 CONTRACT PILOT QUALIFICATION

Pilots performing on this contract will meet the requirements of Section C-12 (c) & (d) and C-20. Contractors will offer pilots approved or eligible for approval in the mission tasks selected below. All pilots offered may be evaluated in accordance with C-12 (b) (2) or when requested by CO.

☒ Low Level (Recon and Surveillance)
☒ Helitack/Passenger Transport
☒ External Load (belly hook)
☒ Water/Retardant Delivery
☒ Longline VTR (150')
☐ Snorkel
☒ Mountainous Terrain Flight
☒ Aerial Ignition  ☒ PSD  ☒ Torch
SECTION B
SUPPLIES OR SERVICES AND PRICES

Note: In support of the Aerial Ignition requirement, the Government will provide an initial training for the duration of the contract, Plastic Sphere Dispenser Operations all provided at all bases. This training will include classroom instruction and a burn operation check-ride in the company’s aircraft (no flight time will be paid while company aircraft is engaged in training flights). The training for PSD will take place at the designated base. The contractor is encouraged to include all potential pilots at this training. If, in the event the contractor requires an additional training class, a flat fee of $3,000.00 will be assessed to cover the government cost to teach the additional class.

☐ Rappel
☐ Short Haul
☐ Snow Operations (deep snow)
☐ Night Vision Goggle Operations
☐ Other

B-14 GOVERNMENT PILOT

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

B-15 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).

B-16 PUBLIC AIRCRAFT OPERATIONS

Contractor will declare Public Use. After contract award, submit Exhibit 28 Public Aircraft Operations.
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C-1 SCOPE OF CONTRACT

(a) The intent of this solicitation and any resultant contract is to obtain 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.

(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 contract. (See Section E 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 contract 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) During the Availability Period the helicopter shall be made available for the exclusive use of the Government.

(d) 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.

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

(f) The Contracting Officer (CO) may by mutual agreement, release the Contractor from the contract 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.

(g) Reserved

(h) Reserved

(i) Reserved

C-2 CERTIFICATIONS

(a) General

(1) Contractors shall be currently certificated to meet 14 Code of Federal Regulations (CFR), 133 (External Load Operations), 135 (Commuter and On Demand Operations and Rules Governing Person on Board Such Aircraft), 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
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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) Reserved

(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 (APR 2012).

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


(2) Reserved

(c) Water Enhancer Concentrate listed on the current Qualified Product List (QPL) may be provided by the Government as needed in accordance with the most current QPL as specified at [www.fs.fed.us/rm.fire](http://www.fs.fed.us/rm.fire).

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

AUX-FM adapter cable with portable radio
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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 OAS 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 contract 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 contract.

(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. FAA approved "electronic" flight bags meet this requirement.

(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.
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(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 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 unrepai red 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 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 Contract.

(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 Contract and modification(s) shall remain in the helicopter during the Contract 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.
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(8) Seats, Seatbelts and Shoulder Harnesses

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

(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 shoulder harness (either single diagonal strap with inertia reel or double-strap with or without inertia reel) for each aft cabin passenger position. Shoulder harness straps and lap belts must fasten with a single-point, metal-to-metal, quick-release mechanism.

(iv) 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

(v) 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 contract 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

For helicopters with a landing gear incorporating an extendable strut, the hour meter may be activated by a switch mounted in such a manner as to only operate when the strut is fully extended.
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The hour meter shall record actual flight time in hours and tenths of an hour 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 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.

(14) Reserved

(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 contract 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 is capable of being 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.
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(ii) Remote Hook/Long line

(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) For Power requirements see Exhibit 5

(18) Variable capacity collapsible bucket(s) (Required for all bucket helicopters and Type II and III tanked helicopters)

(i) All Buckets

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

(B) The bucket, at 100 percent of manufacturers 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.

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

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

(E) Shall be leak free (1/2 gallon or less in a 24-hour period)

(ii) Non-Gated buckets and non-powerfill buckets

(A) A second variable capacity water/retardant is required. At 100% capacity, the second bucket shall be no more than 10% greater than the minimum capacity of the primary bucket.

(B) 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.

(C) 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.
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(iii) Gated Buckets and Powerfill buckets

(A) Requires electronic hook load measuring system that provides cockpit readout of the actual weight.

(B) Either the weight of the bucket or capacity shall be marked on the bucket or the operator shall have a written statement of the maximum capacity (weight).

(C) If powerfill equipped, bucket must fill to maximum capacity in no more than 90 seconds.

(19) Reserved

(20) Reserved

(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, for Standard Category personnel transport helicopters only.

(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 1/2 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. 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) Reserved

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

(30) Heating 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) Reserved

(e) Optional Items, as selected in B-12

(1) Electronic Weight and Balance, tablet or similar device to calculate electronic weight and balance and transmit it via email (when internet access exists). This is for operational weight and balance and is not a substitute for other contract requirements.

(2) Reserved

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

(4) Reserved

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 contract 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
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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 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 contract.

(4) Contract 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, and at least every 12 flight hours or 7 days- whichever occurs first; transmitted to the operator’s home office (Location that Certificate is held).

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

(8) Contractor shall notify the Contracting Officer Representative (COR) at least 16 flight hours prior to the initiation of any maintenance inspection. In addition the Contractor shall immediately notify the COR 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 COR.

(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, host or alternate base, or in the best field conditions available. Flight time to and from a maintenance facility or alternate base or location in excess of 30 minutes of flight time will not be paid.

(12) When less than 50 hours remain before the initial 100-hour inspection, the first 100 hour inspection shall be performed before or after the daily standby, or as approved by the COR.

(13) Helicopters on an FAA Approved Aircraft Maintenance Programs (for example 100 hr. Inspections, phase or progressive type inspection), and after having flown 50 or more hours following the start of the Mandatory Availability Period, the Contractor May Perform scheduled inspection or maintenance without loss of availability. From that time, after every subsequent 100 hours of flight (+10%), scheduled inspections or maintenance may be performed without loss of availability per the requirements in (i) thru (iii) below.
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(i) When the inspection is due and the aircraft and flight crew have been released for the day, the contractor will be allowed to perform this scheduled inspection and/or maintenance, up to the end of the following calendar day, without assessment of unavailability.

(ii) When the helicopter is available for service, it is the Contractor's responsibility to ensure that the flight crew is also available. If the flight crew is not available when the aircraft is returned to service, unavailability will be assessed from that time until such time that they do become available.

(iii) If the entire calendar day is not used to perform maintenance, no credit of that unused time shall be granted.

(14) During the MAP, contractor may, with the approval of the CO, elect to use 2 additional non-paid calendar days for the accomplishment of scheduled maintenance. These 2 days need not be consecutive; however, they will each be full calendar days. Contractor shall request approval from the CO at least 48 hours prior to the initiation of the additional scheduled maintenance days. Contractor will not be assessed unavailability for performance purposes and will not be paid availability.

(15) 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 21).

(i) Reserved

(16) Helicopter(s) under initially awarded contract(s) under this solicitation shall remain at or below contracted helicopter equipped weight as proposed in the base year of the contract. Helicopters will be allowed a total of 1% above the awarded contracted helicopter equipped weight as proposed during the combined contract option periods. The helicopter's equipped weight is determined using weight and balance data which was determined by actual weighing of the aircraft during 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 contract award, no penalty will be assessed.

(17) 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 21 for an acceptable example.
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(18) When the contract 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 Contract.

(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 Contract and any renewal periods.

(2) Helicopters with power output below the minimum published performance charts or if the trend analysis indicates significant deterioration in performance the aircraft shall be removed from service. The power condition shall be corrected before return to service and contract 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 Contract 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:

(1) Locked door/windows; and/or

(2) Fenced parking areas.

C-7 AVIONICS REQUIREMENTS

(a) Minimum Requirements

All avionics used to meet this agreement shall comply with the requirements of paragraph (b) Avionics Specifications and paragraph (c) Avionics Installation and Maintenance Standards.
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The following are the minimum avionics which shall be installed. Additional avionics may be required in Section B of this agreement.

(1) All Helicopters

(i) One VHF-AM Radio (COM 1)

(ii) One VHF-FM Radio (FM 1)

(iii) One Auxiliary FM system (AUX FM)

(iv) An Intercom System (ICS) (Not required in single occupant aircraft)

(v) Audio Control systems applicable to the type of aircraft offered

(vi) One Global Positioning System (GPS)

(vii) An Emergency Locator Transmitter (ELT)

(viii) An Automated Flight Following System (AFF)

(ix) One Transponder

(x) One Altimeter and Automatic Pressure Altitude Reporting system

(xi) One Auxiliary Power Source (3 Pin) (Required for medium and light helicopters approved for passengers)

(xii) One Bucket/Torch Connector (9 Pin) (Required for medium and light helicopters)

(xiii) Lighting for night operations in accordance with 14 CFR 91.205 (c)

(xiv) Lighting for all instruments required by 14 CFR 91.205 (b)

(xv) ADS-B OUT will be required beginning January 1, 2020

(2) Reserved

(3) Reserved

(4) Helicopters approved for Air Tactical operations

Helicopters may be approved for Air Tactical operations provided they meet the requirements of (a) (1) (iii) through (a) (1) (xv) and the following requirements based on the type of Air Tactical approval. These requirements are for optional mission approval only. Paragraph (a) (1) and additional requirements in Section B shall remain the minimum required avionics for aircraft under this agreement.
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(i) Type I

(A) Two VHF-AM Radios (COM 1 & COM 2)

(B) Two VHF-FM Radios (FM 1 & FM 2)

(C) Radio transmit capability from the aft passenger compartment connected to the SIC/observer Audio Control system. An Aft Audio Control system for this position is acceptable.

(ii) Type II

(A) Two VHF-AM Radios (COM 1 & COM 2)

(B) One VHF-FM Radio (FM 1)

(C) Radio transmit capability from the aft passenger compartment connected to the SIC/observer Audio Control system. An Aft Audio Control system for this position is acceptable.

(iii) Type III

(A) Two VHF-AM Radios (COM 1 & COM 2)

(B) One VHF-FM Radio (FM 1)

(b) Avionics Specifications

All avionics used to meet this agreement shall comply with the following requirements and paragraph (c) Avionics Installation and Maintenance Standards.

(1) Communications systems

Transmitters shall not open squelch on, or interfere with, other AM or FM transceivers on the aircraft which are monitoring different frequencies. Transmit interlock functions shall not be used with communication transceivers. (This paragraph does not apply to single pilot helicopters which are not approved for passengers or non-fire aircraft.)

(i) VHF-AM Radios

VHF-AM radios shall be TSO approved aeronautical transceivers, permanently installed, and operate in the frequency band of 118.000 to 136.975 MHz with a minimum of 760 channels in no greater than 25 KHz increments. Transmitters shall have a minimum of 5 Watts carrier output power.

(ii) VHF-FM Radios

All aircraft approved for fire operations shall use P25 Digital VHF-FM transceivers meeting the specifications of FS/OAS A-19. FM radios used in all aircraft shall be agency approved. FS/OAS A-19 and a list of currently approved FM radios can be found on the following website:
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http://www.nifc.gov/NIICD/documents.html. The following requirements shall be met.

(A) VHF-FM radios shall be aeronautical transceivers, permanently installed in a location that is convenient to the PIC and SIC/observer, and operate in the frequency band of 138 to 174 MHz, all usable frequencies shall be programmable in flight. Narrowband and digital operation shall be selectable by channel for both MAIN and GUARD operation. Carrier output power shall be 6-10 Watts nominal.

(B) Transceivers shall have a GUARD capability constantly monitoring and have a tone of on all GUARD transmissions. Simultaneous monitoring of MAIN and GUARD is required. Scanning of GUARD is not acceptable. Aircraft not approved for Air Tactical operation only require one FM GUARD receiver.

(C) Transceivers shall have the capability of encoding CTCSS sub audible tones on all channels. A minimum of 32 tones meeting the current TIA/EIA-603 standards shall be selectable.

(D) Transceivers shall have the capability to display both receiver and transmitter frequencies. Activation indicators for transmit and receive shall be provided for both MAIN and GUARD operation.

(E) The radio shall use an external broadband antenna covering the frequency band of 138 to 174 MHz (Comant CI-177-1 or equivalent).

(iii) Auxiliary FM systems (AUX FM)

An interface to properly operate a portable FM radio through the aircraft audio control systems shall be provided using an MS3112E12-10S type bulkhead mounted connector with contact assignments as specified by FS/OAS A-17 available at the following website: http://www.nifc.gov/NIICD/documents.html. Sidetone for the portable radio shall be provided (AEM AA34 or equivalent). The following applies to all AUX FM installations.

(A) An external broadband antenna covering the frequency band of 138 to 174 MHz (Comant CI-177-1 or equivalent) shall be installed with the associated coax terminated in a bulkhead mounted BNC connector adjacent to the above 10 pin connector.

(B) A portable radio mount (Field Support Services AUX-EPH-RB or equivalent) shall be installed providing the crew unrestricted operation of the radio controls when connected with an 18 inch adapter cable.

(C) A VHF-FM radio meeting the requirements of paragraph (b)(1)(ii) may be installed, in addition to the radios already required, in lieu of the AUX FM system.
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(iv) Non-Standard Radios

Non-standard radios shall be aeronautical transceivers interfaced to the aircraft audio control systems and a compatible antenna via an approved installation. The radio shall be compatible with the requesting unit.

(v) Public Address systems (PA)

PA systems shall be operated through the aircraft audio control systems and provide a siren with Yelp and Wail tones activated by the PIC and SIC/Observer.

(A) External PA

The PA shall utilize speakers external to the aircraft with sufficient volume to be easily heard 100 feet below a hovering helicopter.

(B) Internal PA

The PA shall utilize speakers internal to the aircraft with sufficient volume to be easily heard throughout the passenger compartment while in flight. Helicopter manager positions in heavy helicopters shall have a switch to activate the siren tones.

(vi) Satellite Communications System (SatCom)

(A) SatCom systems shall be FA approved, powered by the aircraft electrical system via a dedicated circuit breaker, interfaced to the aircraft audio system as a communication transceiver, permit direct dial operation, and be operational in all phase of flight.

(B) All manufacturer required displays and controls shall be easily visible and selectable by the PIC and SIC/Observer.

(C) The contractor shall maintain a subscription providing uninterrupted service during the contract period and a minimum amount of minutes per month as identified in Section B. The Government will reimburse the contractor for actual costs incurred when using more than the required amount of minutes specified.

(vii) Dual USB charging Ports

USB charging ports must be TSO approved, capable of providing at least 2 amps of power to each port simultaneously with an output voltage of 5 VDC and installed in a location convenient to the specified users.

(2) Audio Systems

(i) Intercom Systems (ICS)

ICS shall integrate with the aircraft audio control systems and mix with selected receiver audio. An independent ICS volume control, keyed operation, and a "hot
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mic" capability shall be provided for each required position. Passenger volume
adjustments shall not affect other positions. Hot mic may be voice activated
(VOX) or controlled via an activation switch. The PIC shall have an isolation
capability.

ICS is required for the PIC and SIC/observer for all aircraft. Exclusive-use
helicopters approved for passengers, and helicopters which require an aft audio
control system, shall provide ICS at all passenger positions. Call-when-needed
helicopters approved for passengers shall provide ICS for two aft exit passenger
positions.

(ii) Audio Control Systems

(A) General

Aircraft configuration shall comply with the applicable drawing for
"Helicopter Audio Requirements" at the following website:
control and controls for transmitter selection and independent receiver
selection of all required radios shall be provided for each required audio
control system. Each system shall have the capability to simultaneously
select and utilize a different transceiver (and PA if required). Sidetone
shall be provided for the user as well as for cross monitoring by all
installed systems. Receiver audio shall be automatically selected when
the corresponding transmitter is selected.

Receiver audio shall be provided to each position which requires ICS
(refer to ICS section for requirements). Aft audio control systems are not
required to provide NAV audio.

All required passenger positions shall utilize the SIC/observer's audio
control system unless an aft audio control system is installed. Exclusive
use helicopters approved for passengers shall provide radio transmit
capability for two aft passenger positions. See the applicable "Helicopter
Audio Requirements" drawing for locations.

Audio controls shall be labeled as COM-1, FM-1, AUX, PA etc. as
appropriate or as COM-1, COM-2, COM-3, etc. with the corresponding
transceiver labeled to match. Audio shall be free of distortion, noise, or
crosstalk. The system shall be designed for use with 600 ohm earphones
and carbon equivalent, noise cancelling, boom type microphones (Gentex
5060-4 or equivalent). The PIC and SIC/observer shall have U-92 type
audio jacks.

All required passenger positions with ICS, including the SIC/observer,
shall have MS3112E10-6S type 6-pin connectors wired for compatibility
with an appropriate drop cord (Alpine Aerotech AAL280 series or
equivalent). The 6-pin connector is not required at the SIC position in
aircraft requiring dual pilots. Aft passenger connectors shall be mounted
above the seats and near the passengers head. Drop cords shall be
provided with the aircraft for all passenger positions which require ICS. In
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In lieu of the 6-pin connector and drop cord, the SIC/observer may utilize either a foot or console mounted Push-To-Talk (PTT) switch in conjunction with a switch to select between radio and ICS PTT operation. Crew positions shall have radio and ICS PTT switches on their respective cyclic controls in addition to the previous requirements.

(B) Drop Cord Requirements

1. Coil cord with sufficient length to provide unrestricted movement according to mission requirements (minimum 3 feet retracted and minimum 6 feet retracted for required transmit positions in rappel aircraft)

2. 6-Pin MS3476L10-6P type connector on the coil cord

3. U-92 (TJT-120) type audio jack on the housing

4. Large clip

5. Volume control

6. ICS switch with momentary and lock positions

7. Radio PTT switch (only for positions which require radio transmit)

(C) Aft Audio Control Systems (when required)

The audio controller shall be installed in a location that provides unobstructed access to the controls while seated. Aft passengers shall utilize the aft audio control system(s). Two aft passenger positions shall have radio transmit capability. See the applicable “Helicopter Audio Requirements” drawing for locations.

(D) Required Audio Control systems

The following audio control systems are required based on helicopter type:

- **Helicopters not approved for passengers**
  
  A single audio control system for the PIC and SIC/observer

- **Light Helicopters approved for passengers**
  
  Two separate audio control systems (which may be combined in a single unit) for the PIC and SIC/observer
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(3) Navigation Systems

(i) Global Positioning Systems (GPS)

(A) Aeronautical GPS

Each required GPS shall be TSO approved, permanently installed where both the PIC and SIC/observer can clearly view the display, use an approved external aircraft antenna, and be powered by the aircraft electrical system. The GPS shall utilize the WGS-84 datum, reference coordinates in the DM (degrees/minutes/decimal minutes) format and have the ability to manually enter waypoints in flight. The GPS navigation database shall be updated annually covering the geographic areas where the aircraft will operate.

(B) Portable Aviation GPS

Portable aviation GPS units (Garmin GPSMAP, aera, or equivalent) are acceptable when an Aeronautical GPS is not specified. They shall be securely mounted via an approved installation using the aircraft electrical system and a remote antenna. The GPS shall present information from an overhead perspective. The PIC shall have clear view of the display and unrestricted access to the controls. The SIC/observer shall also have a clear view of the display in Air Tactical aircraft. The GPS shall meet the above datum, coordinate, and database requirements for an aeronautical GPS. Portable GPS units are not acceptable for aircraft performing IFR or NVG operations.

(C) GPS with Moving Map

The GPS providing data to the moving map shall meet all of the above GPS requirements. The moving map’s display shall be 3 inches wide, 1.5 inches high, and show the aircraft’s present position relative to user selected waypoints and geographical features. The map may be integrated with the GPS.

(4) Surveillance systems

(i) Emergency Locator Transmitters (ELT)

Emergency locator transmitters shall be automatic-fixed, installed in a conspicuous or marked location, and meet the same requirements as those detailed for airplanes in 14 CFR 91.207 (excluding section f). ELT antennas shall be mounted externally to the aircraft unless installed in a location approved by the aircraft manufacturer. TSO C91a or newer ELTs are required. TSO C126 and newer ELTs require documentation of current registration from the national civil aviation authority for which the aircraft is registered.
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(ii) Automated Flight Following systems (AFF)

Automated flight following systems shall be compatible with the government’s tracking program (AFF.gov), utilize satellite communications, and use aircraft power via a dedicated circuit breaker. AFF shall be functional in all phases of flight and in all geographic areas where the aircraft will operate. The following additional requirements shall be met.

(A) A subscription service shall be maintained through the equipment provider allowing position reporting via the Government AFF Program. The reporting interval shall be every two minutes while aircraft power is on.

(B) AFF equipment shall be registered with AFF.gov providing all requested information. Changes to equipment and registration information shall be reported to AFF.gov ensuring the program is current prior to aircraft use. For assistance, the Fire Applications Help Desk (FAHD) may be reached at (866) 224-7677 or (616) 323-1667.

(C) An AFF operational test shall be performed by the vendor no less than seven calendar days prior to the annual compliance inspection. This test shall ensure that the system meets all requirements and is displayed in the AFF viewer with the correct information. A user name and password are required. Registration and additional information are available at https://www.aff.gov/. If the aircraft is not displaying properly, the vendor shall notify AFF.gov.

(D) If AFF becomes unreliable the aircraft may, at the discretion of the Government, remain available for service utilizing radio/voice systems for flight following. The system shall be returned to full operational capability within 5 calendar days after the system is discovered to be unreliable.

(E) This clause incorporates the Specific Section Supplement available at https://www.aff.gov/documents/Specification_Section_Supplement.pdf as if it was presented as full text herein.

(F) For questions about current compatibility requirements contact the AFF Program Manager by emailing affadmin@firenet.gov.

(iii) Additional Telemetry Unit (ATU)

(A) Additional Telemetry Units must be powered by the aircraft’s electrical system and operational in all phases of flight.

(B) The ATU must report tank/bucket open, close, gallons filled and gallons dropped events with GPS data (Date, Time, Latitude, Longitude, Altitude, Speed and Heading) following the data format as specified in the AFFJSON requirement at https://www.aff.gov/documents/Json_Specification_Section_Supplement.pdf. Depending on the tank or bucket system, additional data may be requested such as pump on/off and coverage level.
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(C) Helicopters performing bucket operations must have a load cell system installed which provides data to the ATU. The ATU must use the difference in weight before and after water is filled or released to provide the data for gallons filled and gallons dropped events. Actuation of the bucket open switch must be used to initiate the open, close, and drop events. To prevent erroneous transmissions caused by metering loads, events may not be sent between filling the bucket and forward flight. The fill event must be based on a significant gain in weight and sent when forward flight is established. The aircraft and bucket must be configured to provide a ground to the ATU which indicates that a bucket is attached without any action required beyond installing the bucket. Type II and Type III helicopters must use the 9 Pin connector.

(D) The ATU data must be delivered to the government within two minutes from the time of the event and not interfere with any AFF position reports. A subscription service shall be maintained through the AFF equipment provider allowing AFF position reporting and ATU event data via the Government AFF program.

(E) Calibration events shall be performed no less than seven calendar days prior to the aircraft inspection. The vendor shall verify that the system is properly reporting all data correctly and all GPS information is included per event.

(F) If the ATU becomes unreliable, the system shall be returned to full operational capability within 5 calendar days after the system is discovered to be unreliable.

(G) Contact the AFF Program Manager by emailing affadmin@firenet.gov for a list of systems known to meet the ATU requirements.

(iv) Transponders

Transponder systems shall meet the requirements of 14 CFR 91.215(a). Part 135 aircraft shall meet the “Mode S” requirements of 14 CFR 135.143(c).

(v) Altimeter and Automatic Pressure Altitude Reporting systems

Altimeter, static pressure, and automatic pressure altitude reporting systems shall be installed and maintained in accordance with the IFR requirements of 14 CFR Part 91. These systems shall be tested and inspected every 24 calendar months as specified by 14 CFR 91.411.

(vi) Traffic Advisory Systems (TAS)

Traffic advisory systems shall be TSO approved, use active interrogation, graphically display traffic relative to the aircraft’s horizontal position, and provide alert audio to the PICs audio control system. The display shall be within view of the PIC and SIC/observer. The system shall provide coverage in all directions.
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above and below the aircraft with a maximum range of at least 10 nautical miles. The display shall allow range selection of 2 miles or less.

(vii) Automatic Dependent Surveillance – Broadcast (ADS-B)

(A) ADS-B OUT systems must be approved to TSO-C154c or TSO-C166b. Aircraft operating outside of the United States must be equipped with systems approved to TSO-C166b.

(B) ADS-B IN systems must be TSO approved, use diversity antennas on top and bottom of the aircraft, receive both UAT and 1090ES, and be interfaced to a multifunction display (MFD) capable of displaying TIS-B traffic and FIS-B weather.

(5) General Systems

(i) RADAR Altimeters

RADAR altimeters shall be approved, operate from zero to a minimum of 2000 feet AGL and provide the operator an adjustable cursor which enables an altitude low (decision height) annunciation. The altitude low light shall be clearly identified, adjacent to the glare shield, and in view of the PIC.

(ii) Auxiliary Power Source (3 Pin)

An MS3112E12-3S type connector shall be installed and mounted in a location convenient to the passenger compartment and protected by a 5 Amp circuit breaker. Pin A shall be +28 VDC. Pin B shall be airframe ground. Pin C shall not be used. Reference FS/OAS A-16.

(iii) Bucket/Torch Connector (9 Pin)

(A) An MS3101A24-11S type connector shall be installed adjacent to the cargo hook within 12 inches. The connector must be adequately supported to prevent tension on the electrical wiring. Pin D must be airframe ground. Pin E must be +28 VDC operated with the “Bucket Open” switch on the collective and protected by a 50 Amp circuit breaker that can be manually opened and reset.

(B) The bucket open switch must be clearly labeled “Open”, spring-loaded to the “Off” position, and mounted on the collective to avoid confusion with the cargo hook release. The switch must be of a different design and mounted in such a way as to not easily be confused with the RPM Control (Beep switch).

(C) Helicopters performing bucket operations which require an ATU must use a permanently installed 9 Pin connector with Pin G wired to a discrete input of the ATU which is configured for a ground to signal that a bucket is connected. The 9 Pin connector on all bucket assemblies used with these helicopters must have Pin D (ground) jumpered to Pin G to provide an indication to the ATU that a bucket is connected. These pins must not be
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jumpered on the aircraft connector. All long lines used during bucket
operations must use a dedicated conductor to carry the ground for Pin G
through to each end. Remote hooks must not provide a ground to Pin G.

(iv) VHF-FM Programming Ports

DB-9 type D-subminiature connectors shall be installed in a location convenient
to the SIC/observer. These shall be wired for RS232 serial communication
between all required VHF-FM radios and a laptop computer. Individual
connectors or an FM select switch may be used. Pin 2 shall be data transmitted
from the FM. Pin 3 shall be data received by the FM. Pin 5 shall be signal
ground. Compatible radio front panel connectors may be used to meet this
requirement if serial adapter cables are provided with the aircraft. For example
TDFM 136A s/n FDA1200 and higher.

(v) GPS Data Connectors

DB-9 type D-subminiature connectors shall be installed in a location convenient
to the SIC/observer. These shall be wired to receive RS232 serial data from the
GPS to a laptop computer. Pin 2 shall be data transmitted from the GPS. Pin 5
shall be signal ground.

(vi) External Portable Aviation GPS Antennas

Antennas shall be TSO approved and compatible with the portable aviation GPS
of the requesting unit.

(vii) USB Charging Ports

USB charging ports must be TSO approved, capable of providing at least 2 amps
of power to each port simultaneously with an output voltage of 5 VDC and
installed in a location convenient to the specified users.

(c) Avionics Installation and Maintenance Standards

All avionics used to meet this agreement shall comply with the manufacturer’s specifications
and installation instructions, federal regulations, and the following requirements.

(1) Strict adherence to the guidelines in FAA AC 43.13-1B Chapter 11 “Aircraft Electrical
Systems” and Chapter 12 “Aircraft Avionics Systems” as well as FAA AC 43.13-2B
Chapter 1 “Structural Data”, Chapter 2 “Communication, Navigation and Emergency
Locator Transmitter System Installations” and Chapter 3 “Antenna Installation” is
required.

(2) All antennas shall be FAA approved, have a Voltage Standing Wave Ratio (VSWR)
less than 3.0 to 1 and be properly matched and polarized to their associated avionics
system.

(3) Labeling and marking of all avionics controls and equipment shall be
understandable, legible, and permanent. Electronic label marking is acceptable.
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(4) Avionics installations shall not interfere with passenger safety, space or comfort. Avionics equipment shall not be mounted under seats designed for energy attenuation. In all instances, the designated areas for collapse shall be protected.

(5) All avionics equipment shall be included on the aircraft’s equipment list by model, nomenclature, and location.


C-8 DATA, IMAGES AND VOICE RECORDINGS

All contractually required recorded data, and images and voice data collected or stored from radios, sensors, phones, cameras or other audio and image recording devices are the property of the USDA Forest Service while on contract.

This will include but not be limited to, Additional Telemetry Units, Automated Flight Following, and Operational Loads Monitoring data and data collected or stored from EO/IR sensors, any cameras, radios or other audio and video recording devices owned by the contractor, contractor representatives or the Forest Service. Use of the audio and image data outside of the scope of the contract is prohibited unless authorized in writing by the contracting officer.

C-9 RESERVED

C-10 OPERATIONS

(a) General

(1) Regardless of any status as a public helicopter operation (see Exhibit 28), 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 Contract unless otherwise authorized by the CO. Forest Service acknowledges certain special use missions 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.

Note: As of January 1, 2014 based off of guidance from the FAA, the US Forest Service will no longer automatically issue Public Aircraft Operations (PAO) declarations in conjunction with contract award. However, after contract award, declarations may be requested through the CO and will be issued from the USFS Washington Office on a case by case basis.

(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
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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.

(6) For contracts requiring longline operations, any combination of line length may be used at the discretion of the pilot, providing the pilot card is endorsed Longline VTR and interagency policies (obstacle and tail rotor clearance etc.) are adhered to.

(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 contract 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. Load calculations (Exhibit 13, Form 5700-17/OAS-67) shall be computed and completed daily 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.

(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 be located in or on the aircraft in such a manner as to potentially not 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 Helicopter Manager.

(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.
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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).

(14) During missions that involve transporting agency personnel, a HOGE power check shall be performed for either the takeoff or landing, whichever is most restrictive. This requirement applies to pinnacles, ridgelines and confined areas or any first time missions into/out of a HOGE site. Refer to the interagency helicopter pilot practical test standards.

(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 at all times. However, Government personnel may assist with removal and reinstallation when properly trained by the mechanic or pilot. The contractor shall maintain full responsibility to ensure the procedure is accomplished correctly.

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) External Load Operations

(1) All External Load Operations (Applicable to Cargo, Bucket and Tank operations unless specifically noted)

(i) Determine allowable payload using the Interagency Helicopter Load Calculation, appropriate HOGE-J helicopter performance charts, and current local temperature and pressure altitude.

(ii) 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
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less. All other helicopters conducting external load operations shall comply with applicable Rotorcraft Flight Manual Limitations.

(iii) 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).

(iv) For loads with a total suspended height of 50 feet or greater the pilot must be approved for longline VTR.

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

(2) Cargo Operations

(i) Use actual weight of cargo from load calculation or manifest form. Weight reduction is optional and may be calculated into jettisonable payload when agreed upon by pilot and agency personnel.

(3) Bucket Operations

(i) All Bucket Operations (Applicable to both gated and non-gated buckets)

(A) 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.

(B) Buckets and hardware shall be designed for the applicable aircraft and attached directly to the belly hook unless the pilot is approved for longline VTR.

(C) 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.

(D) Reserved

(ii) Non-gated bucket operations

(A) Partial dips are not authorized.

(B) 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.
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(C) 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.

(iii) Gated bucket operations

(A) Requires electronic hook load measuring system that provides cockpit readout of the actual weight.

(B) Partial filling is authorized, based on aircraft performance and environmental conditions.

(4) Tank Operations

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

(i) 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.

(ii) Prior to or during the helicopter’s first start-up of each day, tank doors shall be checked for normal and emergency operation, to include checking the snorkel for proper operation. These operational checks should be incorporated into the aircraft’s cockpit checklist. Not required in conditions that present potential damage to tank or snorkel system.

(iii) Items awarded as tanked aircraft may replace tank with water bucket when requested by the government due to firefighting suppression tactics, this should be documented and CO notified.

(f) Reserved

(g) Dual Controls

Dual controls: Dual controls are required and shall be made accessible to an approved agency helicopter inspector pilot (HIP) for all pilot performance evaluations. During flight operations the front seat not occupied by a pilot may only be occupied by a helicopter manager or an authorized crewmember briefed by the PIC or HMGR. For type 3 aircraft, the dual controls shall be removed except during pilot evaluation, unless aircraft type certification prevents controls from being removed.

(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 DOT Emergency Response Guide (ERG) shall be aboard each aircraft operating under the provisions of this Special Permit and can be found at this website: http://www.fs.fed.us/fire/aviation/av_library/index.html
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(2) It is the responsibility of the Contractor to ensure that Contractor employees have received training in the handling of hazardous materials. 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: https://www.iat.gov/Training/modules/a110/pre-110.html

(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) and procedures (i.e. 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 Contract 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).

(e) For more information go to https://www.nw cg.gov/publications/444.

An SPCC plan is required for each mobile fueler used on this contract 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 qualified non-crewmembers are authorized on tactical flight missions. The Mechanic and Fuel Service Vehicle Driver are not considered qualified non-crew members and are not allowed to be onboard the helicopter during tactical flight missions.
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(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.

(4) Vendor-QA/Evaluation/Safety checks may be conducted.

(b) Pilot Approvals and Qualifications and Records Check

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

(2) PIC’s shall pass a flight evaluation within a 36 month period. The government retains the right to conduct a QA/Standardization evaluation at any time. The HIP will be accounted for in the W&B and load calculation just as they would for any evaluation flight. The evaluation will be conducted in accordance with the Interagency Helicopter Practical Test Standards (http://www.nifc.gov/aviation/av_documents/av_helicopters/IHPPTS.pdf) and per the contract 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 http://www.nifc.gov/aviation/av_helicopters.html (Helicopter Pilot Qualifications and Approval Record). 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).

(4) Homeland Security Presidential Directive (HSPD) 12 background investigations are no longer required by contract. Flight crew member record checks are required in accordance with 49 USC 44703 and 49 CRF 1544.230, regardless of the type of operation being conducted (parts 91, 121, 125, 133, 135, 137 or public aircraft operations). The contractor will request, receive, and evaluate performance and safety related information (as specified by the law and regulation) before allowing any pilot to begin service as a flight crew member under this contract. Records of compliance will be available for review by the contracting officer or designated government representative.

(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).
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(3) Written evidence of an Equipment Check Endorsement for Restricted Category helicopters by the Chief Pilot (as applicable).

(4) Written evidence of qualification to meet 14 CFR 133.


(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) 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 18. 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 Contract.
   (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
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Pilot-in-command hours:

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 manufacturer's approved pilot ground and flight procedures training in the applicable make and model or FS/OAS-accepted equivalent training (accepted equivalency applicable to Type II Helicopters Only).

**The contractor may request that this pilot flight hour requirement be waived for a pilot under special circumstances; however, the waiver may or may not be granted. The contractor should contact the Contracting Officer in advance of this need for additional information on this process. No other pilot qualification exceptions will be considered by the Government.

Additional Special Mission Requirements:

Contract 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*

* Mandatory for Type I, II & III Exclusive Use and Type I & II CWN Pilots. Optional for CWN Type III Pilots

***Weight class is defined as;
Small aircraft – aircraft of 12,500 or less, maximum certificated takeoff weight
Large aircraft – aircraft of more than 12,500 pounds, maximum takeoff weight

1 Mountain Flying - Helicopter Pilot: 200 hours experience operating helicopters in mountainous terrain identified in 14 CFR 95 Subpart B-Designated Mountainous Area.
Experience operating outside the United States may be considered “Mountain Flying” providing it is conducted in mountainous regions defined as 2000 feet above surroundings containing long slopes, deep valleys, and high ridges. 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 Contract 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) Second in Command (SI) Requirements (if applicable)

Second-In-Command shall meet requirements of operator’s certificate. The requirements for the second pilot shall be a commercial pilot certificate with rotorcraft category, helicopter class rating, have a minimum of 500 hours in helicopters and at a minimum a valid second class medical certificate. They are not issued a Helicopter Pilot Qualification card.

(h) Mechanic Qualifications

(1) The mechanic shall have a valid FAA mechanic certificate with airframe and power plant ratings, and shall have held the certificate for a period of 24-months. The mechanic shall have been actively engaged in aircraft maintenance as a certificated mechanic for at least 18-months out of the last 24-months. OR A mechanic may qualify by meeting one of the following.

(i) The mechanic shall have a valid FAA mechanic certificate with airframe and power plant ratings, and shall have held the certificate for a period of 12 months. The mechanic must show evidence of Four years military experience of aircraft maintenance training and qualification as a Technical Inspector for Airframe or Power Plants.

(ii) The mechanic shall have a valid FAA mechanic certificate with airframe and power plant ratings, and shall have held the certificate for a period of 12 months. The mechanic must then have held the foreign equivalent with both ratings for a period of 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 contract has met the minimum certification, training, and experience qualifications of this section. The Aircraft Mechanic (Helicopter) Qualifications Form can be found in Exhibit 20 of the contract.

(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 Contract, including any optional periods. 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.

C-13 CONDUCT AND REPLACEMENT OF PERSONNEL

(a) Performance of Contract 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 Contract 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.
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(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 COR/HIP/AMI may suspend after conferring with the CO, 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. Documentation of the suspension shall be provided to the CO.

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

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

(d) When a pilot/mechanic is suspended, and when requested, the interagency pilot/mechanic qualification card(s) shall be surrendered to the CO or authorized Government representative. 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 contract awarded performance after receipt of contract modification by the Contracting Officer. A contract modification shall only be provided after the contractor has submitted documentation for the substitution helicopter equal to the information originally submitted for the awarded helicopter. 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) Flight limitations. Flight crewmembers shall be subject to the following flight hour limitations:

(1) 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.

(2) 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.

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

(4) Flight time shall not exceed a total of 42-hours in any 6-consecutive days. Pilots accumulating 36 or more flight hours in any 6-consecutive duty-days shall be off duty the following one calendar day for rest, after which a new 6-day cycle will begin.

(b) Duty Limitations. Flight crewmembers shall be subject to the following duty limitations:

(1) Assigned duty of any kind shall not exceed 14-hours in any 24-hour period. 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) The pilot shall be given a minimum of 10 consecutive hours of rest (off duty) prior to any duty assigned duty period.

(3) Pilots shall be have two (2) calendar days of rest (off duty) during any 14 consecutive duty days. Various work schedules are acceptable as per Section B. The compliment of contract 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)

(4) For each day, duty time will be computed based on the time zone at the point of dispatch.
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(5) Duty includes flight time, ground duty of any kind, and standby or alert status at any location.

(c) 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. When a notice is issued the government representative will provide a copy of the notice and the procedures for exemptions. Payment for a non-flight day will either be at the daily availability rate or the hourly stand-by rate as applicable.

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

(e) 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.

(f) Relief, additional, or substitute pilots reporting for duty under this Contract shall furnish a record of all duty and all flight hours during the previous 14-days to the helicopter manager upon arrival.

(g) Reserved

(h) 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 unless a 14 on 14 off work schedule is approved by the contracting officer under B-7 "Other." 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.

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

(i) 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.
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(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 the COR with a copy of all reports required to be submitted to the FAA in accordance with 14 CFR that relate to pilot and maintenance personnel performance, aircraft airworthiness or operations. The Contractor will submit an FAA Form 8010-4, Malfunction or Defect Report, or file electronically in the FAA’s Service Difficulty Reporting (SDR) system any maintenance deficiency identified in 14 CFR Part 21.3(c), 135.415, 135.417 or as requested by the government for what it considers a significant discrepancy.

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

(c) The Contractor shall develop, maintain and utilize 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 contract. When the CO, in conjunction with the agency Aviation Safety Manager determines the safety programs do not adequately promote the safety of operations, the Government may terminate the contract for cause as provided in the “Contract Terms and Conditions” when factors indicate a lack of compliance. Examples of such termination causal factors are (1) personnel activities, (2) maintenance, (3) safety and risk management, and (4) compliance with regulations.

(d) The Contractor shall fully cooperate with the CO in the fulfillment of this paragraph. The CO may suspend performance of this contract work, during the evaluation period used to determine cause as stated above. Upon request of the government, the contractor will provide copies of CVR, FDR, OLMS, etc. data following a mishap or at the discretion of the government.

(e) Contractors Stand-Down or Deactivation

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

(2) The Contractor shall also notify the Contracting Officer by telephone, followed up with a written notification (email or letter) to the Contracting Officer of the planned
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reactivation date for each of the effected aircraft. The Contractor’s verbal and written
notifications shall include the tail number(s) of all of the reactivated aircraft, the
rationale/corrective action plan (if applicable), and the date(s) of the reactivation(s).

(3) Once a Contracting Officer has been officially notified of a Contractor implemented
stand-down and/or deactivation, the Contracting Officer shall notify the appropriate
Government officials accordingly.

C-18 MISHAPS

(a) Reporting

(1) While operating under this contract the contractor must immediately, and by the most
expeditiuous means available, notify the NTSB AND the appropriate agency Aviation
Safety Manager (ASM) when an “Aircraft Accident” or NTSB reportable “Incident”
occurs.

(2) The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is:
1-888-4MISHAP (1-888-464-7427)

(b) Forms Submission

(b) Forms Submission

(1) Following an “Aircraft Accident” or when requested by the NTSB following notification
of a reportable “Incident,” the Contractor must provide the agency Air Safety Investigator
with information necessary to complete a NTSB Form 6120.1/2 “Pilot/Operator Aircraft
Accident Report”.

(2) The Contractor must also submit a “SAFECOM” within 2 days of an accident.

SAFECOM is the agency confidential aviation safety reporting system for accident
prevention. It is a tool used to encourage the reporting of any condition, hazard, mishap,
observance, act, maintenance problem, or circumstance that has the potential to cause
an aviation or aviation-related mishap. Data obtained from the system is monitored to
identify emerging hazards, share critical safety information, document and track safety
issues and identify training needs. It is also used for reporting positive safety actions
and mishap prevention measures.

The SAFECOM system is not intended for initiating punitive or disciplinary actions and is
not to be used for claims or contract evaluation /determination purposes. The goal of the
SAFECOM system is to create a reporting culture that encourages open and honest
reporting that improves the safety of aviation operations. SAFECOMs should be utilized
in tailgate safety sessions, after action reviews, and briefings only after they have been
properly managed through the system.

Submitting a SAFECOM is not a substitute for “on-the-spot” correction(s) to a safety
concern. It is imperative that safety issues be addressed at the local level as well as
being documented in a SAFECOM. SAFECOM managers at all levels may have
additional corrective actions and input.
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SAFECOM managers at all levels are responsible for protecting personal data and sanitizing SAFECOMs prior to any distribution and/or posting to the public. The SAFECOM system contains Personal Identifiable Information (PII) which is subject to the Privacy Act of 1974, 5 U.S.C. § 552a that must be protected and safeguarded. In the event of an accident, NTSB law 49 CFR 831.11 & 831.13 which respectively, specify certain criteria for participation in NTSB investigations and limitations on the dissemination of investigation information applies.

In order for SAFECOM's to be effective as an accident prevention tool, they should be reported as soon as possible to the agency with operational control of the aircraft at the time of the event. SAFECOMs can be submitted online at www.safecom.gov or via phone at 888-464-7427. Hard copies of the OAS-34/FS-5700-14 form can be faxed to OAS at 208-433-5007; USFS at 208-387-5735 or submitted through the Unit/Forest Aviation Officer.

(c) Wreckage Preservation

(1) The Contractor shall not permit removal or alteration of the aircraft, aircraft equipment, fuel servicing vehicle, or records following an "Aircraft Mishap" 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 Contract. Further, the Contractor fully agrees to cooperate with the USFS during an investigation and make available personnel, personnel records, aircraft records, and any equipment, damaged or undamaged, deemed necessary by the USFS. Following a mishap, the Contractor shall ensure that personnel (Pilot, mechanics, etc.) associated with the aircraft will remain in the vicinity of the mishap until released by the CO or a Forest Service Investigation Team Member.

(e) Related Costs

The NTSB or USFS 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-Contract availability, and return transportation of any items disassembled by the USFS.

(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.
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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

(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), normally worn around the neck and over the shoulders only, shall be worn by each individual on board the helicopter when conducting operations beyond power-off gliding distance to shore, and during all bucketed or tanked firefighting operations. Personal flotation devices that are normally worn around the waist, which need to be pulled up and over the helmet for use, are not permitted. Acceptable personal flotation devices types are; normally worn around the neck and over the shoulders, must be CO2 cartridge deployable, and have a manual inflation valve installed. Personal flotation devices should be serviced annually for damage, operation, and condition.

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

(f) Contractor will provide USFS approved personal fire shelters for all contractor personnel covered under this contract. Instruction in the use of shelter deployment shall be completed and documented by the contractor and verified by the Helicopter Manager. Shelter deployment training shall be completed yearly. The condition and care of the shelter will meet USFS standards. Fire shelter shall be on-board the helicopter at all times while under contract and included in the equipped weight (8 lbs.). Ground crews shall have fire shelters readily available for use if needed.

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 agreement and any renewal thereof, an inspection of the contractor’s equipment and personnel will be made prior to any use. Inspections may be scheduled by mutual agreement between the Contracting Officer and the Contractor. Inspection priority and determination of need shall be at the government’s discretion. The inspection will take place at the contractor’s facility 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
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series of aircraft being offered. Documentation of compliance to each AD and MSB will include date and method of compliance, date of recurring compliance, and an authorized signature and certificate number will be recorded. The list shall be similar to that shown in AC 43-9c, 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 43-9c, 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 Contract, 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/Contract

   (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 Contract, 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 OAS Form 64B)
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(ii) Completed “Flight Hour Requirements & Experience Verification with form.”
(See Exhibit 18)

(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) Homeland Security Presidential Directive (HSPD) 12 background
investigations are no longer required by contract. Flight crew member record
checks are required in accordance with 49 USC 44703 and 49 CRF 1544.230,
regardless of the type of operation being conducted (parts 91,121,125,133,135,137 or public aircraft operations). The contractor will
request, receive, and evaluate performance and safety related information (as
specified by the law and regulation) before allowing any pilot to begin service as
a flight crew member under this contract. Records of compliance will be
available for review by the contracting officer or designated government
representative.
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(xii) 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 contract)*

Completed “Pilots Qualifications and Approval Record”. *(USFS Form FS-5700-20a or OAS Form 64B)*

(xiii) Prior to receiving an interagency “Pilot Qualification Card”, all helicopters 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/](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 certificate. 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, BOA 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.)*
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(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

   (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. Evaluations will be conducted in the Make and Model furnished for the contracts. If the contractor requests additional make and model approvals, the pilot must be qualified in accordance with C-12 and must pass an evaluation flight in the additional aircraft if any of the items below apply:

   (1) Initial carding in Make and Model

   (2) Initial carding in type (type I, II, or III)

   (3) Initial carding in that seating position (left to right or right to left)

   (4) Interagency approval for make and model has lapsed by more than 12 months.

   (5) Required by the Helicopter Inspector Pilot, or Contracting Officer

(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.

(e) Reserved

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/Regional Maintenance Inspector.

C-23 INSPECTIONS DURING USE

(a) At any time during the contract 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/Regional Maintenance Inspector 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 RESERVED

C-25 MANDATORY AVAILABILITY PERIOD (MAP) INCLUDING EXTENDED AND OPTIONAL USE

(a) MAP will begin on the date stipulated in the Schedule of Items unless:

(1) The Government fails to award the contract at least 10 days prior to the established start date

OR

(2) By mutual consent, a new starting date is established. When a new starting date is established, the number of net days in the availability period will remain the same.

(b) Extended Use. The MAP may be extended on a day-to-day basis either prior to the starting date or subsequent to the ending date set forth in the Schedule of Items provided that no break in service occurs and that such extension is agreed to by both parties via a bi-lateral modification prior to extension and that all terms, conditions, and specifications contained in this contract apply.

(c) During the MAP and any extensions thereof, availability is required 14 hours each day beginning at start of morning civil twilight unless otherwise specified by the Helicopter Manager/Cor. Contracts requiring night capability require 24-hours per day availability.

(d) Pre/Post MAP. When a break in service occurs, outside of the MAP or extended use, the aircraft may be hired under the optional use period paragraph. (Payment will be in accordance with C-32, Payment for Service in the Optional Use Period.) Availability begins when the aircraft departs from point of hire.
C-26 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 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, AOB, 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 Helicopter Manager after conferring with the COR at a minimum 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/COR.

(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/COR 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/COR 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/COR has approved release of the Contractor’s personnel in advance.

(5) Additional maintenance days for scheduled maintenance. During the MAP, contractor may, with the approval of the CO, elect to use two (2) additional non-paid
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calendar days for the accomplishment of scheduled maintenance. These two (2) days need not be consecutive; however they will each be full calendar days. Contractor shall request approval from the CO at least 48 hours prior to the initiation of the additional scheduled maintenance days. Contractor will not be assessed unavailability for performance purposes (clause C-27 (a)).

C-27 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 Contract. 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 Contract when the conditions in C-16 Flight and Duty Limitations occur.

(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/COR 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-28 PAYMENT PROCEDURES

(a) 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.

(b) 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 half of the month will be processed about the 1st of the following month.

Go to http://www.fs.fed.us/business/abs “Getting Started” for instructions and more information.
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(c) Upon completion of the Availability Period or any extension thereof, final payment will not be made until all Government-furnished property has been returned and a Contract Release form (as applicable) has been completed. The final Flight Use Invoice payment will be accompanied by the completed Contract Release and Transfer of Property.

C-29 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.

C-30 payment for availability

(a) Payment of availability will be made at the applicable daily rate in the Schedule of Items and will be recorded in ABS as appropriate.

(b) The Government will pay daily availability as specified in this section. The maximum amount of availability to be earned per day is the daily availability offered amount.

(c) Availability for helicopters and crewmembers (maximum 14-hours-single crew) will be ordered, measured, and recorded each day.

C-31 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 Helicopter Manager/COR 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.

C-32 payment for service in the optional-use period

(a) Daily Availability Rate plus Specified Flight Rate Method

(1) The Contractor will be paid for availability and flight in accordance with C-29, Payment for Flight and C-30, Payment for Availability.

(2) Unavailability will be deducted in accordance with C-27, Unavailability.
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(3) Any additional payments will be made in accordance with C-43, Miscellaneous Costs to the Contractor.

OR

(b) Optional-Use Hourly Flight Rate Method for other than fire suppression missions

(1) Services may be ordered for short periods of time (normally 1-day or less) to accomplish project work.

(2) When service is ordered under the Optional Use Flight Rate specified in the Schedule of Items, payment will be made only for actual flight time performed. Daily availability rate is not applicable. When the Optional Use Flight Rate is in effect and when the project extends for more than 1-day, incurred Remain-Over-Night (RON) costs will be reimbursed in accordance with the Federal Travel Regulations (FTRs).

(3) Services may also be ordered under the Daily Availability Rate specified in the Schedule of Items, plus the flight rate specified (Exhibit 12, Helicopter Services Hourly Flight Rates, Fuel Consumption, and Weight Reduction Chart). For CWN, when Daily Availability payment is used, RON fees are not applicable.

(4) The method of payment shall be established prior to the start of the project. The selected method of payment will be used for the duration of the project.

(5) Reserved

(6) Reserved

(c) Ferry time of aircraft to and from the point of hire from the Contractor’s base of operations or current aircraft location, whichever is closer, will be paid at the applicable flight rate. If a fuel servicing vehicle is required, mileage to and from the point of use from the Contractor’s base of operations or current location that the fuel servicing vehicle is stationed, whichever is closer, will be paid at the rates stipulated in C-38, Payment for Fuel Servicing Vehicle Mileage.

C-33 ORDERING AND PAYMENT FOR ADDITIONAL AND PERSONNEL

(a) Reserved

(b) Personnel

(1) A lump sum payment of $500 per day for travel days and workdays as compensation for each additional pilot or crewmember will be paid. This does not apply to relief crews brought in by the contractor on primary pilot or crews’ mandatory days off. This compensation is only for double crews ordered by the Government.

(2) In addition to the $500 per day, an overnight allowance will be paid when authorized. Extended standby does not apply to additional crewmembers ordered under this clause.

(3) Payment of necessary and reasonable transportation costs to and from the location of the aircraft is authorized. Itemized receipts shall support claims for reimbursement.
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and shall be kept on file by the contractor. Copies of receipts shall be provided to the government upon request.

C-34 RESERVED

C-35 REIMBURSEMENT FOR MOBILIZATION AND DEMOBILIZATION COSTS

The Contractor is responsible for all mobilization and demobilization costs to the initial host base and from the final host base location. When the initial dispatch is to an alternate base, the Government shall be entitled to the equivalent of one round trip at no cost from the Contractor’s home base to the initial host base and return from the final host base.

C-36 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-37 LODGING & MEALS

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

C-38 PAYMENT FOR FUEL SERVICING VEHICLE MILEAGE

(a) A fuel-servicing vehicle is required for all fire support and non-fire project 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) For CWN or outside the Exclusive Use MAP period, 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) The fuel-servicing vehicle will be paid mileage when it is dispatched by the Government to give service support to helicopters away from the host base as follows. Any RON related travel is excluded.

Vehicle Mileage Schedule

$4.43 per mile - where the carrying capacity of aircraft fuel is 1,500 gallons or more

$3.20 per mile - where the carrying capacity of aircraft fuel is at least 750 gallons to 1,499 gallons
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$2.47 per mile - where the carrying capacity of aircraft fuel is at least 350 gallons to 749 gallons

$1.73 per mile - where the carrying capacity of aircraft fuel is less than 350 gallons

C-39 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 Contract 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-40 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 Wildland Fire Chemicals found at the following website: www.fs.fed.us/rm/fire.

C-41 PAYMENT FOR COSTS AWAY FROM THE HOST BASE

(a) When Contractor's aircraft is dispatched away from the host base, the Government will authorize payment for additional necessary and reasonable costs involved in transporting authorized relief crewmembers to and from alternate bases when approved in advance by the Contracting Officer. Examples of acceptable expenses are airline tickets; car rentals; privately owned vehicle (POV) at the government mileage rate (Internet site http://www.gsa.gov) and charter airplane showing aircraft make/model, flight time, hourly rate and departure and destination locations. Unless authorized in advance by the CO, the expense for charter resources shall not exceed reasonable costs by common carrier. The Government will not reimburse the Contractor for salary and subsistence costs for Contractor personnel in travel status.
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(b) The Contractor must complete and submit the Transportation Worksheet Exhibit, attach supporting transportation invoices to the Transportation Worksheet, and enter the total dollar amount as a line entry on the invoice for payment (SC pay item code). Claims that do not include these items or other documents necessary to verify incurred costs will be returned to the Contractor for proper completion.

C-42 PAYMENT FOR OVERNIGHT ALLOWANCE

(a) The Contractor shall receive an overnight allowance for each crewmember for each night that the Government requests the crewmembers to stay at a location other than the Home Base. The Government will pay the Contractor the actual cost of lodging up to the current standard maximum rate that is allowed as established by the Federal Travel Regulations (FTR). Rates are available at: www.gsa.gov/perdiem.

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

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

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

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

(f) The Contractor may claim overnight expenses using following method:

(1) Reimbursement of actual lodging cost up to the Standard Rate including lodging taxes shall require lodging receipts to be submitted with the Flight Use Report. M&IE rate shall be based on the FTR rate. If lodging rates are not available at the FTR rate, the flight use report shall be documented accordingly. Lodging receipts must be kept on file by the contractor and made available to the CO upon request.

(g) The Flight Use Report shall clearly show the county or city where the overnight occurred. High rate claims for subsistence that do not include this information will be reduced to the standard rate.

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

C-43 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 Contract may be reimbursed at actual cost when approved by the CO. Examples of such items are airport landing fees, hanger fees (inclement weather), airport use costs (tie-downs) while at the designated or alternate base 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-44 RESERVED

C-45 DEFINITIONS

As used throughout this contract, 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 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
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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 contract period and not affected by changes in fuel prices. Adjustments to the base cost will be made annually by the CO.

Call-When-Needed: A term used to identify the furnishing of services on an “as needed basis” or “intermittent use” in government procurement contracts. 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 Contract.

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 contract.
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(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 contract (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.


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."

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

Flight Rate: The contract 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.

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SECTION C
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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.

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.


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
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

substances in violation of the Controlled Substances Act (16 U.S.C. 558b-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.

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.
SECTION C
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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.

Rappel Spotter: A person who has been trained and certified, in accordance with agency-specified policy and direction contained in the Interagency Helicopter Rappel 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: Use 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.
SECTION C

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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.

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 earths’ surface with precision.

C-46 ABBREVIATIONS/ACCRONYMS

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
BOA Basic Ordering Agreement
CAB Civil Aeronautics Board
CG Center of Gravity
CO Contracting Officer
CFR Code of Federal Regulations
COR Contracting Officer's Representative
COTR Contracting Officer's Technical Representative
CVR Cockpit Voice Recorder
CWN Call-when-Needed (Contract)
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
FDR Flight Data Recorder
FPMP 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
OAS Office of Aviation Services
OLMS Operational Load Monitoring System
PA Public Address System
PASP Project Aviation Safety Plan
PIC Pilot-in-Command
### SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>PTT</td>
<td>Push-To-Talk</td>
</tr>
<tr>
<td>RADS</td>
<td>Rope Assisted Delivery System</td>
</tr>
<tr>
<td>RAO</td>
<td>Regional Aviation Officer</td>
</tr>
<tr>
<td>RASM</td>
<td>Regional Aviation Safety Manager</td>
</tr>
<tr>
<td>RON</td>
<td>Remain-Over-Night</td>
</tr>
<tr>
<td>SIC</td>
<td>Second-In-Command/Co-Pilot</td>
</tr>
<tr>
<td>SPCC</td>
<td>Spill Prevention, Control and Countermeasure Plan Requirements</td>
</tr>
<tr>
<td>STC</td>
<td>Supplemental Type Certificate</td>
</tr>
<tr>
<td>TBO</td>
<td>Time between Overhaul</td>
</tr>
<tr>
<td>TCAS</td>
<td>Traffic Collision Avoidance System</td>
</tr>
<tr>
<td>TSO</td>
<td>Technical Standard Order</td>
</tr>
<tr>
<td>UAM</td>
<td>Unit Aviation Manager</td>
</tr>
<tr>
<td>UAO</td>
<td>Unit Aviation Officer</td>
</tr>
<tr>
<td>USFS</td>
<td>United States - Forest Service</td>
</tr>
<tr>
<td>VFR</td>
<td>Visual Flight Rules</td>
</tr>
<tr>
<td>VNE</td>
<td>Velocity Never Exceed</td>
</tr>
<tr>
<td>VSWR</td>
<td>Voltage Standing Wave Ratio</td>
</tr>
</tbody>
</table>
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 1 - FIRST AID KIT AERONAUTICAL (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:

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Passenger Seats (0 – 9)</th>
<th>Passenger Seats (10 – 50)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adhesive bandage strips (3 inches long)</td>
<td>8</td>
<td>16</td>
</tr>
<tr>
<td>Antiseptic or alcohol wipes (packets)</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>Emergency trauma dressing, (4-inch)</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>Triangular bandage compresses, 40 inch (sling)</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>Roller bandage, 4 inch x 5 yards (gauze)</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>Adhesive tape, 1 inch x 5 yards (standard roll)</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>EMT trauma shears</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Body Fluids Barrier Kit:</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>• 2-pair of latex gloves</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• 1-face shield</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• 1-mouth-to-mouth barrier</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• 1-protective gown</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• 2-antiseptic towelettes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• 1-biohazard disposal bag</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: Splints are recommended if space permits.

The kit's contents which have expiration dates shall not be acceptable if past their expiration dates.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

The contents shall include the following minimum items:

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

Suggested Survival Kit Items Dependent Upon Terrain and Climate:

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

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.

The kit's contents which have expiration dates shall not be acceptable if past their expiration dates.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 3 - ALASKA, CARIBBEAN, CANADA, AND MEXICO SUPPLEMENT (C-1, C-7, 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:

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

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:

<table>
<thead>
<tr>
<th>Item</th>
<th>Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pair of Snowshoes (1)</td>
<td>Sleeping bag per two occupants (1)</td>
</tr>
<tr>
<td>Wool blanket or equivalent for each occupant over 4-years of age (1)</td>
<td></td>
</tr>
</tbody>
</table>

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EXHIBIT 3 - ALASKA, CARIBBEAN, CANADA, AND MEXICO SUPPLEMENT (C-1, C-7, C-33)
(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:

<table>
<thead>
<tr>
<th>Avgas</th>
<th>Jet Fuel</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
<td>Jet A</td>
</tr>
<tr>
<td>100LL</td>
<td>Jet A-50</td>
</tr>
<tr>
<td></td>
<td>Jet B</td>
</tr>
<tr>
<td></td>
<td>Jet-4 or JP-5 or JP-8</td>
</tr>
</tbody>
</table>

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.
SECTION C
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EXHIBIT 3 - ALASKA, CARIBBEAN, CANADA, AND MEXICO SUPPLEMENT (C-1, C-7, C-33)
(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 contract 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.
SECTION C  
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 3 - ALASKA, CARIBBEAN, CANADA, AND MEXICO SUPPLEMENT (C-1, C-7, C-33)  
(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

The kit's contents which have expiration dates shall not be acceptable if past their expiration dates.
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-C22g. Restraint system eligible for installation in aircraft may be identified by the marking TSO-C22g, 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:

<table>
<thead>
<tr>
<th>Webbing</th>
<th>Hardware</th>
<th>Stitching</th>
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References:
14 CFR 91.205
14 CFR 21.607
AC 21-34
TSO-C22g
TSO-C114
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

NOTE: For Tank Operations reference C-10 (e) (4)

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

One (1) externally/Internally mounted baffled, fixed suppressant/retardant delivery tank. With a capacity commensurate with the maximum related lifting capability of the helicopter equipped with the tank at sea level on a standard day, meeting or exceeding the following specification:

(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) (Not required for hover draft operations.)

(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.

(4) Controls (All controls for tank system shall be labeled as to function.)

(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 unless tank STC requires a different switch location.

(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) Reserved

(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.

(6) For Type II and Type III helicopters

(i) 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.

(ii) Extended Height landing gear that ensures a minimum of 12 inches clearance between the 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.

(7) For Type II Standard Category helicopters

(i) Snorkel will be removable.

(ii) Snorkel assembly will be Supplemental Type Certificated (STC) to allow for personnel transport with the snorkel in the stowed position during day time operations.
EXHIBIT 5 - ADDITIONAL SUPPRESSION/PRESCRIBED FIRE EQUIPMENT (C-4 (d) (7), C-4 (d) (18), C-10 (e)) (Continued)

(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.

(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.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 5 - ADDITIONAL SUPPRESSION/PRESCRIBED FIRE EQUIPMENT (C-4 (d) (7), C-4 (d) (18), C-10 (e)) (Continued)

(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.

(8) **Power**

Power shall be supplied by the auxiliary power connector.

(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 Contract.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

(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.

(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) 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) 4,500 lbs to 30,000 lbs or greater
Type II (Medium) 1,600 lbs to 4,500 lbs
Type III (Light) 750 lbs to 1,600 lbs
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 5 - ADDITIONAL SUPPRESSION/PRESCRIBED FIRE EQUIPMENT (C-4 (d) (7), C-4 (d) (18), C-10 (e)) (Continued)

(C) 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.

(D) 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.

(E) Maintenance and Inspections

Manufacturer’s recommended maintenance and inspection procedures shall be complied with.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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.

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(b) One black and one white blade.

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

(d) Paint schemes and color variations specified by manufacturer in a service bulletin, instructions, or other manufacturer published document or text.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 7 - RESERVED
EXHIBIT 8 - FUEL SERVICING EQUIPMENT REQUIREMENTS

(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-OAS 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.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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 (more than 20 is acceptable) 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 ¼ 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.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 8 - FUEL SERVICING EQUIPMENT REQUIREMENTS (Continued)

(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.

(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. Aircraft Fuel Servicing, shall be followed except that no passengers may be on board during fueling operations.
EXHIBIT 8 - FUEL SERVICING EQUIPMENT REQUIREMENTS (Continued)

(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 contract regardless of bulk storage container (tank) size.

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

(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 Contract 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.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 8 - FUEL SERVICING EQUIPMENT REQUIREMENTS (Continued)

(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.

(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. (Not required for closed circuit fueling systems.)

(2) During Helicopter Fueling Process

(i) Check sight gauge for water, if equipped

(ii) Visually inspect fueler for leaks. Repair as necessary.

(iii) Note differential pressure reading.

(3) Weekly

(i) With pump operating, pressure flush filter assembly. Continue flush operation until sample is clear, clean, and bright (if applicable).

(ii) Reserved

(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
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 8 - FUEL SERVICING EQUIPMENT REQUIREMENTS (Continued)

(C) Tank Sump

(ii) Differential pressure

(iii) Filter change (reason & date)

(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 contract 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.


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 contract consideration, the below specifications shall be in effect.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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.

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 9 - OPERATIONS AND SAFETY PROCEDURES GUIDE FOR HELICOPTER PILOTS

It is important for Contract pilots to be familiar with the Contract specifications. See Forest Service website: http://www.nifc.gov/aviation/av_documents/av_helicopters/SafetyBrief.pdf

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
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 contract pilots receive this training before applying for Agency Special Use approval. Each contract 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 feet) 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
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

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
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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.

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<tr>
<th>Make</th>
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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) (6), C-34 (b) (3), C-36 (a))


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<th>LOAD CALCULATION</th>
<th>Weight Reduction (lbs)</th>
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**AVERAGE GALLON PRICE:** $4.24

**JET FUEL:** $4.24
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 13 - INTERAGENCY HELICOPTER LOAD CALCULATION (B-3, C-2 (a) (3), C-10 (a) (6), 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.

An Out of Ground (OGE) power check will be performed for either the takeoff or landing, whichever is most restrictive. Refer to Tech Bulletin No. IATB 17-01, dated November 10, 2016. Bulletins can be found at: http://www.fs.fed.us/fire/av_safety/promotion/Technical_Bulletins/index.html.

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

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

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

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

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

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

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

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.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 13 - INTERAGENCY HELICOPTER LOAD CALCULATION (B-3, C-2 (a) (3), C-10 (a) (6), C-10 (b) (2)) (Continued)

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

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


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. Refer to Tech Bulletin No. 2011-03, dated September 14, 2011. Bulletins can be found at: http://www.fs.fed.us/fire/av_safety/promotion/Technical_Bulletins/index.html

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.
**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/EXHIBITS**

**EXHIBIT 13 - INTERAGENCY HELICOPTER LOAD CALCULATION** (B-3, C-2 (a) (3), C-10 (a) (6), C-10 (b) (2)) (Continued)

<table>
<thead>
<tr>
<th>INTERAGENCY HELICOPTER LOAD CALCULATION</th>
<th>MODEL</th>
</tr>
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<tbody>
<tr>
<td>OAS-87/FS.5700-17 (11/03)</td>
<td>N#</td>
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<table>
<thead>
<tr>
<th>PILOT(S)</th>
<th>DATE</th>
</tr>
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<tbody>
<tr>
<td></td>
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<table>
<thead>
<tr>
<th>MISSION</th>
<th>TIME</th>
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<table>
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<tr>
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<table>
<thead>
<tr>
<th>3</th>
<th>HELICOPTER EQUIPPED</th>
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<tr>
<th>4</th>
<th>FLIGHT CREW WEIGHT</th>
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<table>
<thead>
<tr>
<th>5</th>
<th>FUEL WT (_____ gallons X____ lbs per gal)</th>
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<table>
<thead>
<tr>
<th>6</th>
<th>OPERATING WEIGHT (3 + 4 + 5)</th>
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<tr>
<th>Non-Jettisonable</th>
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<tbody>
<tr>
<td>HIGE</td>
<td>HOGE</td>
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<tr>
<td>HOGE-J</td>
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<th>7a</th>
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<th>7b</th>
<th>COMP GROSS WT</th>
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<tr>
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<th>14</th>
<th>PASSENGERS/CARGO MANIFEST</th>
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<table>
<thead>
<tr>
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<th>ACTUAL PAYLOAD</th>
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</table>

| Line 15 must not exceed Line 13 for the intended mission |

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<thead>
<tr>
<th>PILOT SIGNATURE</th>
<th>MGR SIGNATURE</th>
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<table>
<thead>
<tr>
<th>HazMat</th>
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</thead>
<tbody>
<tr>
<td>Yes</td>
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<tr>
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</table>
**SECTION C**

**DESCRIPTION/SPECIFICATIONS/EXHIBITS**

**EXHIBIT 14 - HELICOPTER AND FUEL SERVICE TRUCK PRE-USE CHECKLIST**

## GENERAL

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<tr>
<th>Date:</th>
<th>Aircraft Make/Model:</th>
<th>N #:</th>
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<tbody>
<tr>
<td>Vendor:</td>
<td>Pilot(s) Name(s):</td>
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</tr>
<tr>
<td>Card Expiration Date(s):</td>
<td>Pilot Carded For Intended Mission(s)?</td>
<td>Yes</td>
</tr>
<tr>
<td>A/C Card Expiration Date:</td>
<td>A/C Carded For Intended Missions:</td>
<td>Yes</td>
</tr>
<tr>
<td>Departure Hobbs Reading:</td>
<td>Arrival Hobbs Reading:</td>
<td></td>
</tr>
<tr>
<td>Copy of Contract on Board Aircraft:</td>
<td>Yes</td>
<td>No</td>
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<tr>
<td>HazMat HR/Exemption/ERG:</td>
<td>Yes</td>
<td>No</td>
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</tbody>
</table>

## LOGBOOK REVIEW

| 50/100-Hr., Progressive, Or Other Inspection Program Up-To-Date: | Yes | No |
| Enquiries Indicating Damage To Aircraft: | Yes | No |
| Form HCM-6 "Turbine Engine Performance Analysis" Onboard Aircraft: | Yes | No |
| Power Check Completed Results Satisfactory: | Yes | No |
| Comments: | |

## CONDITION OF HELICOPTER

<table>
<thead>
<tr>
<th>Item</th>
<th>OK</th>
<th>Document Inoperable Or Damaged Equipment (Dents, Tears, Leaks, Etc.)</th>
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<tbody>
<tr>
<td>Skin and Exterior</td>
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<tr>
<td>Windows</td>
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</tr>
<tr>
<td>Doors</td>
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<tr>
<td>Upholstery</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cargo Compartment</td>
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<td></td>
</tr>
<tr>
<td>Skids/Wheels</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fixed Tank</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
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</tr>
<tr>
<td>Comments:</td>
<td></td>
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## REQUIRED HELICOPTER EQUIPMENT INSTALLED AND OPERATIVE (CONSULT CONTRACT)

<table>
<thead>
<tr>
<th>Item</th>
<th>Yes</th>
<th>No</th>
<th>Item</th>
<th>Yes</th>
<th>No</th>
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<tr>
<td>Seat Belts and Harnesses</td>
<td>Strobe Light(s)</td>
<td></td>
<td></td>
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<tr>
<td>Hi-Visibility Paint on Main Rotor Blades</td>
<td>Survival Kit</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>VHF-FM Radio</td>
<td>First Aid Kit</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>VHF-AM 760 Channel</td>
<td>Fire Extinguisher(s)</td>
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<tr>
<td>Auxiliary Radio Adapter</td>
<td>Cargo Hook</td>
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<tr>
<td>GPS</td>
<td>Convex Mirror</td>
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<tr>
<td>High Skid Gear</td>
<td>Buckets (Appropriate Sizes)</td>
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<tr>
<td>Nine-Pin Connector (Type II and III Helicopters)</td>
<td>Anti-Theft Security Measures in Place</td>
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<tr>
<td>Comments:</td>
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## REQUIRED SERVICE TRUCK EQUIPMENT INSTALLED AND OPERATIVE (CONSULT CONTRACT)

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<thead>
<tr>
<th>Item</th>
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<th>No</th>
<th>Item</th>
<th>Yes</th>
<th>No</th>
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<td>Spare Set of Filters</td>
<td>Filter Change Data Placarded</td>
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<tr>
<td>Fire Extinguisher(s) Current Inspection</td>
<td>Bonding Cables</td>
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<tr>
<td>Hazmat Marking and Placards</td>
<td>Fuel Quality Control Log</td>
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<td>Inspection Sticker</td>
<td>Absorbent Materials for Spills</td>
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<td>Beginning Odometer Reading:</td>
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<td>Comments:</td>
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**Signature of Inspecting Govt. Representative & Pilot**

<table>
<thead>
<tr>
<th>Print Name</th>
<th>Date</th>
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110
### SECTION C
**DESCRIPTION/SPECIFICATIONS/EXHIBITS**

#### EXHIBIT 15 - PERFORMANCE REPORT

<table>
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<tr>
<th>AGENCY / USER</th>
<th>CONTRACT NO.</th>
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<table>
<thead>
<tr>
<th>ADDRESS</th>
<th>CONTRACTOR</th>
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<table>
<thead>
<tr>
<th>CITY / STATE / ZIP</th>
<th>PERIOD OF PERFORMANCE</th>
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<table>
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<th>CONTRACT COR</th>
<th>LOCATION OF PERFORMANCE</th>
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<table>
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<tr>
<th>PROGRAM TITLE</th>
<th>AIRCRAFT FLIGHT SERVICES:</th>
<th>AIRPLANE</th>
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<th>AIR TANKER</th>
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<table>
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<th>AIRCRAFT TYPE</th>
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<th>CALL WHEN NEEDED</th>
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<table>
<thead>
<tr>
<th>CONTRACT EFFORT DESCRIPTION (check all that apply)</th>
<th>OTHER MISSION - specify:</th>
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<tr>
<td>EXCLUSIVE USE</td>
<td>CALL WHEN NEEDED</td>
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<tr>
<td>FIRE MANAGEMENT</td>
<td>RESOURCE</td>
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<tr>
<td>OTHER MISSION - specify:</td>
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**EVALUATION REPORT ON CONTRACTOR PERFORMANCE**

```
CPARS Compatible Format
```

**SOURCE SELECTION INFORMATION**

NOT FOR PUBLIC RELEASE (see FAR 3.104 & 42.1503)

**INSTRUCTIONS:** This form can be completed on the computer or printed and completed by hand. Use the mouse to navigate. To check or uncheck a box, ‘double click’ the box. If further instruction is required on how to complete this evaluation or where to submit it, please contact your Contracting Officer. Comment boxes are formatted to automatically wrap the entered text. Check the box that best describes the level in which the Contractor supported the area described. Comments are essential and must substantiate your rating selection. N/A = not applicable. If additional space is required, use page 2 of the form or attach additional page(s).

**SEE PAGE 4 FOR EVALUATION RATINGS DEFINITIONS**

1. **Quality.** Contractor was professional and conformed to contract requirements. Was capable, efficient and effective in supporting the programs of this contract. Provided well maintained equipment and highly qualified personnel.

   - N/A
   - Exceptional
   - Very Good
   - Satisfactory
   - Marginal
   - Unsatisfactory

   **COMMENTS:** [Blank Space]

2. **Schedule.** Contractor was prepared and available to begin work on contract start date and provided daily coverage during the contract period with little to no disruption or unavailability. Contractor kept COR informed of crew exchanges, maintenance issues, etc.

   - N/A
   - Exceptional
   - Very Good
   - Satisfactory
   - Marginal
   - Unsatisfactory

   **COMMENTS:** [Blank Space]
### SECTION C
**DESCRIPTION/SPECIFICATIONS/EXHIBITS**

#### 3. Cost Control. How well does the contractor control operating costs? (Check N/A if this is a Firm Fixed price or Firm Fixed Price with Economic Price Adjustment contract)

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<thead>
<tr>
<th></th>
<th>N/A</th>
<th>Exceptional</th>
<th>Very Good</th>
<th>Satisfactory</th>
<th>Marginal</th>
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<tbody>
<tr>
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<td>![Comment Icon]</td>
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</table>

#### 4. Management. Contractor and on-site representatives were professional, well qualified, and committed to customer satisfaction and safety of operations. Contractor provided necessary support for key personnel and if applicable, took necessary action to correct or replace any personnel.

<table>
<thead>
<tr>
<th></th>
<th>N/A</th>
<th>Exceptional</th>
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<th>Marginal</th>
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#### 5. Small Business. How does the contractor support small business? (Check N/A unless this is a large business and a subcontracting plan is required)

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<th>Exceptional</th>
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</table>
6. Regulatory Compliance. How well does the contractor comply with governing regulations such as the Federal Aviation Regulation or others.

<table>
<thead>
<tr>
<th></th>
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<th>Very Good</th>
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</table>

7. Other – Safety. Contractor and on-site representatives attitude and efforts, as well as actual application, towards aircraft safety and general safety of operations?

<table>
<thead>
<tr>
<th></th>
<th>N/A</th>
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<th>Very Good</th>
<th>Satisfactory</th>
<th>Marginal</th>
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</table>

8. Customer Satisfaction. Identify to what level you were satisfied with the services provided under this contract. If given the opportunity, would you hire this contractor again to accomplish a similar project?  yes  No

<table>
<thead>
<tr>
<th></th>
<th>N/A</th>
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<th>Satisfactory</th>
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9. Other Areas:
### SECTION C
**DESCRIPTION/SPECIFICATIONS/EXHIBITS**

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<td>11. Other Areas:</td>
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<td>12. Other Areas:</td>
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</tbody>
</table>

Additional comments to support your response to any item above or other items (will not be posted on CPARS website)

---

**Name, Title of Individual** Completing this Form (include agency, phone and electronic address)

**Signature**
### SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

Daniel W. Simms
Division of
Director Wage Determinations

Wage Determination No: 1995-0222
Revision No: 42
Date of Revision: 07/25/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.


"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.

<table>
<thead>
<tr>
<th>OCCUPATION CODE - TITLE</th>
<th>FOOTNOTE</th>
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<tbody>
<tr>
<td>31010 - Airplane Pilot</td>
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<tr>
<td>(not set) - First Officer (Co-Pilot)</td>
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<tr>
<td>(not set) - Aerial Photographer</td>
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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $4.41 per hour or $176.40 per week or $764.40 per month

HEALTH & WELFARE EO 13706: $4.13 per hour, or $165.20 per week, or $715.87 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 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): $1.91 per hour, or $76.40 per week, or $331.07 per month 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 $4.41 per hour.

HEALTH & WELFARE (Hawaii EO 13706): $1.63 per hour, or $65.20 per week, or $282.53 per month 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 $4.13 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 re-grading and cleaning of artillery ranges.

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

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of “wash and wear” materials, may be routinely washed and dried with other 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 (Revision 1), dated September 2014, unless otherwise indicated.

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 (See 29 CFR 4.6(b)(2)(ii)). Such conforming procedure shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(iii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(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 the 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.
EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

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, U.S. Department of Labor, for review (See 29 CFR 4.5(b)(2)(ii)).

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 ensure 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/EXHIBITS**

**EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)**

<table>
<thead>
<tr>
<th>REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT</th>
<th>U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON, D.C. 20210</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daniel W. Simms</td>
<td>Division of Wage Determinations</td>
</tr>
<tr>
<td>Director</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
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Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

- 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
- 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 Fire Safety services only.

<table>
<thead>
<tr>
<th>OCCUPATION CODE - TITLE</th>
<th>FOOTNOTE</th>
<th>RATE</th>
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</thead>
</table>
| 01000 - Administrative Support and Clerical Occupations
  01613 - Word Processor III
  Alaska | | 18.85 |
| | Continental U.S. | 18.85 |
| | Hawaii and American Samoa | 18.61 |
| 05000 - Automotive Service Occupations
  05190 - Motor Vehicle Mechanic
  Alaska | | 26.60 |
| | Hawaii and American Samoa | 17.67 |
### SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

**EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)**

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<th>07000 - Food Preparation and Service Occupations</th>
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<td>07130 - Food Service Worker</td>
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### SECTION C
**DESCRIPTION/SPECIFICATIONS/EXHIBITS**

### EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

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### SECTION C
**DESCRIPTION/SPECIFICATIONS/EXHIBITS**

**EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)**

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<td>31030 - Bus Driver</td>
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### SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

**EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)**

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<thead>
<tr>
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<td>Midwestern Region: over 4 tons</td>
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<td>Northeast Region: under 1 1/2 tons</td>
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<td>Southern Region: 1 1/2 to 4 tons</td>
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<td>Southern Region: over 4 tons</td>
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#### 31361 - Truckdriver, Light

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#### 31364 - Truckdriver, Tractor-Trailer

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#### 47000 - Water Transportation Occupations

#### 47021 - Cook-Baker/Second Cook/Second Cook-Baker/Assistant Cook

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### EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

#### 92000 - Non Standard Occupations

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#### 99000 - Miscellaneous Occupations

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SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $4.41 per hour or $176.40 per week or $784.40 per month

HEALTH & WELFARE EO 13706: $4.13 per hour, or $165.20 per week, or $715.87 per month

VACATION: 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. (See 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 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): $1.91 per hour, or $76.40 per week, or $331.07 per month 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 $4.41 per hour.

HEALTH & WELFARE (Hawaii EO 13706): $1.63 per hour, or $65.20 per week, or $282.53 per month 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 $4.13 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, drying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

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 re-grading and cleaning of artillery ranges.

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

** UNIFORM ALLOWANCE **

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of “wash and wear” materials, may be routinely washed and dried with other 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 (Revision 1), dated September 2014, unless otherwise indicated.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE

Standard Form 1444 (SF-1444)
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

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 (See 29 CFR 4.6(b)(2)(i)). Such conforming procedure shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(iii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(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 the 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, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).

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 ensure 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 **
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

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. 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.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

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. 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/EXHIBITS

EXHIBIT 17 - RESERVED
EXHIBIT 18 - CONTRACTOR’S VERIFICATION OF INDIVIDUAL HELICOPTER PILOT REQUIREMENTS AND EXPERIENCE FOR INITIAL INTERAGENCY APPROVAL (C-12 (c) (9), C-20 (i) (2))

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 OAS 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 OAS-64B or FS-5700-20a verified as accurate? Check if yes: ☐

Previous Employers:

<table>
<thead>
<tr>
<th>Previous Employer</th>
<th>Address &amp; Telephone Number</th>
<th>Current Contact Name &amp; Telephone No.</th>
<th>Period Employed</th>
<th>Make/Model(s) Flown and PIC Hours in each</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<tr>
<td>2.</td>
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<tr>
<td>3.</td>
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<tr>
<td>4.</td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

Helicopter Training Courses Completed:

<table>
<thead>
<tr>
<th>Name of Course &amp; Provider</th>
<th>Address &amp; Telephone Number</th>
<th>Contact Name &amp; Telephone No.</th>
<th>Date of Completion</th>
<th>Flight Hours Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>2.</td>
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<tr>
<td>4.</td>
<td></td>
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</tr>
</tbody>
</table>

Comments (use additional sheets if necessary):

Check one: ☐Chief Pilot ☐Director of Operations ☐Other

Print name: ____________________________________________________________________________

Sign name: ____________________________________________________________________________
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 19 - RESERVED
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 20 - 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.)

<table>
<thead>
<tr>
<th>Name of Course</th>
<th>Location</th>
<th>Year Attended</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Record of Past Performance (Previous Three Years)

<table>
<thead>
<tr>
<th>Dates</th>
<th>Location</th>
<th>Employer/Supervisor</th>
<th>Phone No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

Record of maintaining helicopters Under Field Conditions:

<table>
<thead>
<tr>
<th>Dates</th>
<th>Location (Designated Base)</th>
<th>Type of Contract</th>
<th>Type Helicopter</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

* "Field Condition" is defined as maintaining the helicopter away from the contractor's base of operation with minimal supervision
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 20 - AIRCRAFT MECHANIC (HELICOPTER) QUALIFICATION FORM (C-12 (h) (5))
(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
**EXHIBIT 21 - WEIGHT AND BALANCE FORM (EXAMPLE) (B-3, C-5 (a) (15 & 17))**

**Form A: List of approved equipment (EXAMPLE)**

<table>
<thead>
<tr>
<th>Page</th>
<th>A/C Make, Model, Series</th>
<th>Registration Number</th>
<th>Serial Number</th>
<th>In A/C</th>
<th>ON 'C' Chart</th>
<th>In A/C</th>
<th>ON 'C' Chart</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 of 1</td>
<td>Bell 205A-1</td>
<td>N12345</td>
<td>66666</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Location and Description of Item</th>
<th>Weight</th>
<th>Arm</th>
<th>Moment</th>
<th>Lat. Arm</th>
<th>Lat. Moment</th>
<th>Date Weighed</th>
<th>Date Weighed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fuselage:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ballast</td>
<td>25.3</td>
<td>8.5</td>
<td>215.1</td>
<td>3.4</td>
<td>86</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Battery</td>
<td>52.5</td>
<td>8.5</td>
<td>446.3</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wire Strike kit upper and lower</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>O</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pulse light kit</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Strobe</td>
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<td></td>
<td>X</td>
<td></td>
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<tr>
<td>Cargo Hook</td>
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<td></td>
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<td>Cabin:</td>
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<td>Instruments</td>
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<td>Radios</td>
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<tr>
<td>Automated Flight Following</td>
<td></td>
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<tr>
<td>Seats</td>
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<tr>
<td>Engine Deck:</td>
<td></td>
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<tr>
<td>Rotor brake</td>
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<td></td>
<td>X</td>
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<tr>
<td>T-55 engine</td>
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<td>212 Rotor Assy</td>
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<td>Tail:</td>
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<td>Fast Fin</td>
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<td>X</td>
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<tr>
<td>Strake Kit</td>
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<td>X</td>
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<tr>
<td>212 Tail Rotor Assy</td>
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<td>X</td>
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<tr>
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<tr>
<td>Removable Equipment:</td>
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<tr>
<td>Fill Pump</td>
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<tr>
<td>Rappel Kit</td>
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<td>C</td>
</tr>
<tr>
<td>Survival Kit</td>
<td></td>
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<td>C</td>
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<tr>
<td>First Aid Kit</td>
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<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Fire Tank</td>
<td>395.2</td>
<td>125</td>
<td>49400</td>
<td></td>
<td></td>
<td></td>
<td>C</td>
</tr>
</tbody>
</table>

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.
## EXHIBIT 21 - WEIGHT AND BALANCE FORM (B-3, C-5 (a) (15 & 17)) (Continued)

<table>
<thead>
<tr>
<th>Page</th>
<th>A/C Make, Model, Series</th>
<th>Registration Number</th>
<th>Serial Number</th>
<th>Location and Description of Item</th>
<th>Weight</th>
<th>Arm</th>
<th>Moment</th>
<th>Lat. Arm</th>
<th>Lat. Moment</th>
<th>Date Weighed</th>
<th>Date Weighed</th>
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</tbody>
</table>

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/EXHIBITS

**EXHIBIT 21 - WEIGHT AND BALANCE FORM (B-3, C-5 (a) (15 & 17)) (Continued)**

<table>
<thead>
<tr>
<th>Make, Model, Series</th>
<th>Registration Number</th>
<th>Serial Number</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bell, 205A -1</td>
<td>N12345</td>
<td>66666</td>
<td>9/15/2009</td>
</tr>
</tbody>
</table>

**Datum is**
Plumb line from top of left main door frame

**Scale Readings**

<table>
<thead>
<tr>
<th>Scale</th>
<th>Reading</th>
<th>Tire</th>
<th>Net Weight</th>
<th>Long. Arm</th>
<th>Moment</th>
<th>Lat. Arm</th>
<th>Moment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Left Front or Nose</td>
<td>1478</td>
<td>0</td>
<td>1478</td>
<td>+ 61.69</td>
<td>91177.8</td>
<td>- 30</td>
<td>44940</td>
</tr>
<tr>
<td>Right Front</td>
<td>1116</td>
<td>0</td>
<td>1116</td>
<td>+ 61.69</td>
<td>68846.1</td>
<td>+ 30</td>
<td>33460</td>
</tr>
<tr>
<td>Left Aft or Tail</td>
<td>1215</td>
<td>0</td>
<td>1215</td>
<td>+ 211.58</td>
<td>257049.7</td>
<td>- 30</td>
<td>36450</td>
</tr>
<tr>
<td>Right Aft</td>
<td>1974</td>
<td>0</td>
<td>1974</td>
<td>+ 211.58</td>
<td>417656.9</td>
<td>+ 30</td>
<td>59220</td>
</tr>
</tbody>
</table>

**Basic Weight**

**Fluids (Fuel & Oil and Etc) at Time of Weighing**

<table>
<thead>
<tr>
<th>Fluid</th>
<th>Full</th>
<th>Defueled</th>
<th>Drained</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fuel</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oil Engine</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oil Transmission</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oil Tail Gearboxes</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hydraulic Fluid</td>
<td>X</td>
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</tr>
</tbody>
</table>

**Items Weighed not part of Basic Weight**

<table>
<thead>
<tr>
<th>Item</th>
<th>Weight</th>
<th>Arm</th>
<th>Moment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Useable fuel (if full)</td>
<td>1457.5</td>
<td>+150.4</td>
<td>219208</td>
</tr>
</tbody>
</table>

**Total (→)**
1457.5

**Items not Weighed but part of Basic Weight**

<table>
<thead>
<tr>
<th>Item</th>
<th>Weight</th>
<th>Arm</th>
<th>Moment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unusable fuel (if drained)</td>
<td>16.5</td>
<td>+144</td>
<td>3276</td>
</tr>
</tbody>
</table>

**Total (+)**

**Adjusted Basic Weight of Aircraft as Weighed**

<table>
<thead>
<tr>
<th>Total Basic Weight of Aircraft as Weighed</th>
<th>CG</th>
<th>Moment</th>
</tr>
</thead>
<tbody>
<tr>
<td>5783</td>
<td>+ 144.46</td>
<td>834752.5</td>
</tr>
<tr>
<td></td>
<td>+ 2.06</td>
<td>11910</td>
</tr>
</tbody>
</table>

**Aircraft Weighed By**

<table>
<thead>
<tr>
<th>Print Name :</th>
<th>Type :</th>
<th>Serial Number :</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature :</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certificate Type and Number :</td>
<td></td>
<td>Calibration Date :</td>
</tr>
</tbody>
</table>

**Scales**

---

*Note: This is a sample output for the WEIGHT AND BALANCE FORM.*
<table>
<thead>
<tr>
<th>Scale</th>
<th>Reading</th>
<th>Tare</th>
<th>Net Weight</th>
<th>Long. Arm</th>
<th>Moment</th>
<th>Lat. Arm</th>
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### EXHIBIT 21 - WEIGHT AND BALANCE FORM (B-3, C-5 (a) (15 & 17)) (Continued)

**Form C : Weight & Balance Running Total (EXAMPLE)**

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<th>Arm</th>
<th>Moment</th>
<th>Removed (-)</th>
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<th>Arm</th>
<th>Moment</th>
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SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 21 - WEIGHT AND BALANCE FORM (B-3, C-5 (a) (15 & 17)) (Continued)

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<th>Weight Change</th>
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<td></td>
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EXHIBIT 22 - RESERVED
SECTION C
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EXHIBIT 23 - PERFORMANCE BY GOVERNMENT-FURNISHED PILOT (B-14)

(a) General

(1) The following provisions shall apply to the performance of work under the contract, 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-12.

(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 contract rests solely with the Contractor.

(7) The clause Loss, Damage, or Destruction, is applicable to this contract when the Contractor authorizes performance by a Government pilot.

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

(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 contract except as delineated below. For the purpose of fulfilling the contractor's obligation under this clause, the Contractor shall procure and maintain during the term of this contract, and any extension thereof, hull insurance meeting FAA requirement, acceptable to the Contracting Officer (CO). The Contractor's insurance coverage shall apply to pilots furnished by the Government to operate this aircraft. The contractor shall procure and maintain during the term of this contract, and any extension thereof, aircraft public liability insurance in accordance with 14 CFR, Parts 198 and 205. The parties names 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 qualifications for potential pilots from the CO.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 23 - PERFORMANCE BY GOVERNMENT-FURNISHED PILOT (B-14) (Continued)

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

(3) Each policy or certificate evidencing the insurance shall contain an endorsement that provides that the insurance company will notify the CO thirty (30) days prior to the effective date of any cancellation or termination of any policy or certificate or any modification of a policy or certificate that adversely affects the interest of the Government in such insurance. The notice shall be sent by registered mail and shall identify this contract, the name and address of the Contracting Officer, the policy, and the insured. The Contractor, prior to commencement of work, shall submit to the Contracting Officer one copy of the insurance policy, or confirmation from the insurance company, certifying that the coverage described in this clause has been obtained.

(4) If the aircraft is damaged or destroyed while in the custody and control of the Government, the maximum liability to the Government shall not exceed the Contractor’s deductible (if any) stipulated in the insurance coverage. The Contractor’s deductible as stipulated in the insurance coverage shall not exceed:

   (i) In-Motion Accidents - Up to 5% of the current insured value of the aircraft as stated in the policy.

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

(5) Such reimbursement shall not be made; however, for loss or damage to the aircraft resulting from (1) normal wear and tear, (2) negligence or fault in maintenance of the aircraft by the Contractor, or (3) defect in construction of the aircraft or a component thereof.

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

(7) The contractor shall use every precaution necessary to prevent damage to public and private property. The Contractor shall be responsible for all damage to property and to persons, including third parties that occur as a result of their or their agent’s or employee’s fault or negligence. The term “third parties” is construed to include employees of the Government. The Contractor may be otherwise insured by a combination of primary and excess policies. Such policies must have combined coverage equal to or greater than the combined minimums required.
SECTION C
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EXHIBIT 23 - PERFORMANCE BY GOVERNMENT-FURNISHED PILOT (B-14) (Continued)

(8) Any failure to agree as to the responsibility of the Contractor under this clause shall, after a final finding and determination by the CO, be considered a dispute within the meaning of the “Disputes” clause of this contract.

(9) The Government shall not be liable for damages to contractor equipment or personnel provided under this contract except for damages caused by Government personnel acting within the scope of their official duties as compensable under the Federal Tort Claims Act, 28 U.S.C. 2671-2680.
SECTION C
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EXHIBIT 24 - RESERVED
SECTION C
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EXHIBIT 25 - 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 litter patient a weight and balance shall be computed.
SECTION C
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EXHIBIT 26 - 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 contract 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 contract personnel operate the equipment when used for contract operations.

(v) Ensure the approved equipment is included as a listed item on the contract.

While use of approved aerial ignition systems is recommended, contractors working under end use contracts 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 contract 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 contract 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/EXHIBITS

EXHIBIT 26 - AERIAL IGNITION (B-12) (Continued)

(ii) The Government will provide at the job-site: pad marker(s), wind indicator(s), 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 contract 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 contract 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.
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EXHIBIT 27 - LAW ENFORCEMENT SHORT HAUL SPECIAL MISSION QUALIFICATIONS & REQUIREMENTS

Some Law Enforcement and Investigations (LEI) personnel utilize a short haul program for short term airborne operations of qualified personnel suspended from helicopters to move law enforcement officers into and from drug trafficking/growing sites, or other locations and LEI missions as needed, in terrain not readily accessible by other means.

The following additional requirements apply to contractors who desire to provide Law Enforcement Short Haul capability. Any special equipment required for Short Haul special missions is supplied by the Law Enforcement personnel, which typically consists of attachment hardware to the cargo hook; 3-ring remote release system; suspension ropes/lines in lengths of 60, 100, and 150 feet; and, personnel attachment hardware and harnesses, etc.

(a) Helicopter Selection. Helicopters shall be capable of hovering out-of-ground-effect (HOGE) with a standard pilot weight of 200 lbs., with 1-hour fuel (including reserve) at 5,000 feet pressure altitude (PA) and 30 degrees Celsius (°C) with a 500 lbs. non-jettisonable payload after applying the increased weight reduction (download) from 5) Additional Operational Requirements, below. Aircraft performance capabilities shall be computed by using the above information and documented on the Standard Interagency Helicopter Load Calculation form (Exhibit 13, Interagency Helicopter Load Calculation). An example load calculation for each aircraft offered shall be submitted with the offer to the contract solicitation.

(b) Pilot Qualification Requirements. A safe and effective short-haul program is highly dependent upon a pilot’s precision long-line skills. Accordingly, pilots must comply with the following additional minimum requirements:

(1) Pilots shall be qualified in accordance with 14 CFR 133 for Class A and B external load operations and must meet requirements identified in the contract.

(2) 50 hours Pilot-In-Command (PIC) in aircraft make/models/series, Exhibit 11. Verification of flight hours shall be determined by a certified pilot log. Note, 50% reduction of flight hours by completion of the manufacturer’s approved flight and ground procedures training does not qualify for the 50 hours Pilot-In-Command experience for this supplement.

(3) 25 hours total time in vertical reference experience within the last twelve months, requiring precision placement.

(4) Approved for long-line, vertical reference operations.

(5) Attend an agency approved short-haul training session.

(i) Training will include instruction in the Law Enforcement and Investigations Short Haul Operations Plan and short haul equipment. Pilot flight instruction is the responsibility of the contractor to meet the objectives of the Pilot Proficiency Test, below.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 27 - LAW ENFORCEMENT SHORT HAUL SPECIAL MISSION QUALIFICATIONS & REQUIREMENTS (Continued)

(ii) Additional requirements of the Short haul Operations Plan

(A) The training sessions are generally conducted in the months of April, May and June in conjunction with the law enforcement personnel short haul qualification and re-qualification training sessions in several locations in Region 5.

(B) Information about dates and locations can be requested by writing or calling Regional Law Enforcement and Investigations, 1323 Club Drive, Vallejo, CA 94592, 707-562-8648.

(6) Understand short-haul techniques, short haul master signals, and operational concerns.

(7) Demonstrate ability to work with the short haul short haul master.

(8) Successfully complete the LEI Short Haul Pilot Proficiency Test.

(c) Re-qualification and Proficiency (Currency) Requirements

(1) The pilot shall participate in annual operational training and complete the following requirements to the satisfaction of the Short Haul Master and Helicopter Inspector Pilot. Annual short-haul training shall include the following:

(i) Participation in helicopter safety refresher training.


(iii) Review of known short-haul related mishaps and incident critiques.

(iv) Review of the contract.

(v) The pilot shall successfully complete the Pilot Proficiency Test annually.

(2) Pilot Short Haul Proficiency (currency) requirements.

(i) Pilot currency is maintained by performing at least one operational short haul mission every 90 days.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 27 - LAW ENFORCEMENT SHORT HAUL SPECIAL MISSION QUALIFICATIONS & REQUIREMENTS (Continued)

(ii) If more than 90 days has elapsed since the last operation short haul mission was performed the pilot will demonstrate short haul proficiency to a short haul master or a helicopter inspector pilot before performing a operational short haul mission.

(iii) At any time a pilot may be required to demonstrate short haul proficiency to a short haul master or an agency helicopter inspector pilot before performing a operational short haul mission at the discretion of a short haul master or a helicopter inspector pilot.

(iv) If a pilot's short haul proficiency does not meet the requirements of this Exhibit the pilot's short haul qualification will be suspended in accordance with Section C-14, Suspension and Revocation of Personnel.

(d) SHORT-HAUL PILOT PROFICIENCY TEST

(1) The short-haul pilot proficiency test consists of four phases. All four phases of the test must be successfully completed in order to pass. Pilots will have three chances to successfully complete the four phases of the test. The proficiency test is based on "normal" weather conditions encountered at the flight operations area. Variations from these standards resulting from weather conditions outside of "normal" will be discussed by the Inspector Pilot, Short-Haul Check Short haul master and the Pilot to be tested prior to the test.

(i) PHASE I - Precision Long-line

(A) **Objective:** Observe and evaluate the pilot's skills and ability for vertical reference flight. Observe the pilot's control of the helicopter as well as the load. Observe the pilot's response to variable weather elements that may be present.

(B) **Procedure:** With a line length appropriate for the terrain and obstacles (minimum 50 feet) and a load 6-8 foot long, weighing 150-200 pounds, and bridle rigged in the upper one-third of object for vertical suspension (e.g., tires arranged in a pyramid or an anthropological dummy), the pilot will depart and fly a normal traffic pattern. Upon return, the pilot will place the load over a designated area (10 foot diameter circle or 10 foot square) at a load altitude not to exceed 6 feet and hold it in position for 2 out of 3 minutes. If the load contacts the ground and such contact causes the load to tilt, failure of this Phase will occur. The helicopter should be rigged so the load is suspended as it would be during normal short-haul operations.
SECTION C
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EXHIBIT 27 - LAW ENFORCEMENT SHORT HAUL SPECIAL MISSION QUALIFICATIONS & REQUIREMENTS (Continued)

This provides an accurate simulation of the placement of a rescuer at a short-haul site. A short-haul short haul master may or may not be used. The short-haul line may or may not be completely pilot-jettisonable.

(ii) PHASE II - Load Control and Placement

(A) **Objective:** To observe and evaluate the pilot's ability to control and precisely place loads. To observe the pilot's reaction to "normal" weather conditions and their effects on the ability of the pilot to maneuver the helicopter.

(B) **Procedure:** With the same line and load, the pilot will demonstrate load control and placement by flying the load through a predetermined ground course. This may be in typical terrain, or, a square, triangle or other defined course (e.g., road slalom) easily identified at the test site. Typical terrain may include the following types of features: confined areas, cliff areas, narrow or confined ridge crests, confined pinnacles, areas of moving water, and areas such as snowfields or glaciers. Altitude of the load will not exceed 6 feet above the ground throughout the maneuver with placement occurring at designated locations with a tolerance of not more than 4 feet. All load placements must be done in a manner that demonstrates that the pilot has complete control of the vertical rate of descent at touchdown in order that a short haul qualified human would be placed in a standing position, without being dragged or causing a loss of balance, and not sustaining any injury during the sequence.

(iii) PHASE III – Pilot/Short haul master Crew Coordination

**Note:** Completion of this Phase is dependent on the installed short haul equipment. If the Short haul master is required to be on board to cut the belly band secondary anchor during an emergency this phase is required. If the pilot has access to the secondary anchor, a belly band jettison device, then this phase is not required.

(A) **Objective:** To observe the interface between the pilot and short haul master. To evaluate the pilot's ability to conform to short haul master instructions.

(B) **Procedure:** The objectives of PHASE II, emphasizing precision placement on predetermined targets, will be repeated with the addition of placement in the type of terrain that is typically encountered during operations.
SECTION C
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EXHIBIT 27 - LAW ENFORCEMENT SHORT HAUL SPECIAL MISSION QUALIFICATIONS & REQUIREMENTS (Continued)

The last objective for this phase will be for the pilot and short haul master to demonstrate emergency procedures by releasing the primary and secondary anchors (i.e. cargo hook and belly band). Emergency procedures will be accomplished using a “dummy load” of at least 150 lbs. attached to hardware and line that will not be used for actual short-haul purposes.

(iv) PHASE IV - Human Short-Haul

Note: “HUMAN” is a qualified short-haul person.

(A) Objective: To observe the pilot during a human short-haul operation. To evaluate the pilot’s control of the aircraft and the load control during the operation.

(B) Procedure: Upon successful completion of the above three phases, the pilot will demonstrate the ability to work with a human on the end of the short-haul line. The pilot must demonstrate the ability to place a human at a predetermined target with the same tolerance as outlined in Phase II. The pilot shall demonstrate total control of the load at all times. All load placements must be done in a manner that demonstrates that the pilot has complete control of the vertical rate of descent at touchdown in order that the human would be placed in a landing position, without being dragged or causing a loss of balance, and not sustaining any injury during the mission.

(e) Additional Operational Requirements, supplements Exhibit 13, Interagency Helicopter Load Calculation.

(1) The following weight reduction method replaces the established weight reduction on the “HOURLY FLIGHT RATES, FUEL CONSUMPTION AND WEIGHT REDUCTION CHART”

(i) To assure that an adequate margin of power exists for sudden exigencies or unforeseen conditions, the weight reduction used for the Interagency Load Calculation will be equal to double the established weight reduction (download) shown for the Aircraft Type on the “Hourly Flight Rates, Fuel Consumption, and Weight Reduction Chart.”

(ii) An Out of Ground (OGE) power check will be performed for either the takeoff or landing, whichever is most restrictive. Refer to Tech Bulletin No. IATB 17-01, dated November 10, 2016. Bulletins can be found at: http://www.fs.fed.us/fire/av_safety/promotion/Technical_Bulletins/index.html
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EXHIBIT 27 - LAW ENFORCEMENT SHORT HAUL SPECIAL MISSION QUALIFICATIONS & REQUIREMENTS (Continued)

(A) Example:

Aircraft type is AS-350-B2
Established weight reduction is 160 lbs.
Double the weight reduction is 320 lbs. (2 x 160 lbs)
Weight reduction entered on load calculation in block 8 is 320 lbs.

(B) Example:

Aircraft type is MD-500D
Established weight reduction is 120 lbs.
Double the weight reduction is 240 lbs. (2 x 120 lbs.)
Weight reduction entered on load calculation is block 8 is 240 lbs.

(C) Example:

Aircraft type is Bell 206-BIII
Established weight reduction is 130 lbs.
Double the weight reduction is 260 lbs. (2 x 130 lbs.)
Weight reduction entered on load calculation in block 8 is 260 lbs.
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EXHIBIT 28 - PUBLIC AIRCRAFT OPERATIONS

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

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

Civil Operator: Name your Certificates are Held Under

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

Name of Aircraft Owner: Name on Aircraft Registration

Aircraft Registration Number(s): N Number(s) of Aircraft on Contract

Contract Number: 12024BXXXXXXX

Contract Type and Service: EU/CWN, Airtanker/Helicopter/Light FW, etc. Services

Date of Contract: Contract Award Date

Date of Proposed First Flight as a PAO: Effective Date of Contract

Date PAO Declaration Expires: This date should be the final day of the contract period of performance – including the base period of the contract plus all possible option years.

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

Acquisition Management Official: Todd R. Novinger, Contracting Officer, tnovinger@fs.fed.us or (208) 387-5272


Please Assistant Director of Aviation at (202) 205-1505 or with comments or questions regarding the PAO declaration.
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DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 29 - RESERVED

EXHIBIT 30 - RESERVED
SECTION C
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EXHIBIT 31 - SAFETY MANAGEMENT SYSTEM (SMS) COMPONENTS QUESTIONNAIRE AND ACCIDENT HISTORY

The FS aviation program views Safety Management Systems (SMS) as a critical element for contract evaluation. A complete response is highly encouraged.

(a) Safety Management System Components

The FS aviation program uses Safety Management Systems (SMS) agency-wide approach to aviation operations that includes safety management policy, safety risk management, safety assurance and safety promotion. Provide evidence of your SMS program as described below.

Note: Under the column heading OFFEROR ACTION REQUIRED on the form, the documentation provided must describe the policy or process used to meet the standard with completed evidence. Blank forms are not acceptable as evidence. For example, for audit evidence under Safety Assurance, a certificate of an SMS audit serves as evidence; or a copy of a “self-validated” SMS audit will suffice. If no action is stated, simply mark the column with a Y, N or N/A where applicable.

The International Standard for Business Aircraft Operations (IS-BAO) and the Federal Aviation Administration (FAA) in AC120.92A can provide the explanations and examples of the requested standards below.

<table>
<thead>
<tr>
<th>SAFETY MANAGEMENT SYSTEM COMPONENTS</th>
<th>Y</th>
<th>N</th>
<th>NA</th>
<th>OFFEROR ACTION REQUIRED</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Standard</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Safety Policy and Objectives</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1a Are key safety personnel appointed? Is there an identified trained Aviation Safety Manager?</td>
<td></td>
<td></td>
<td></td>
<td>Describe and provide evidence.</td>
</tr>
<tr>
<td>1b Does the company have an organizational structure (organizational chart) that clearly defines duties, authorities and accountabilities?</td>
<td></td>
<td></td>
<td></td>
<td>Describe and provide evidence.</td>
</tr>
<tr>
<td>1c Where the company has more than one operating base, has the management structure addressed the management responsibilities at each location?</td>
<td></td>
<td></td>
<td></td>
<td>Describe and provide evidence.</td>
</tr>
<tr>
<td><strong>Operations Manual</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1d Does the Operations Manual contain a flight operations and aircraft maintenance policy?</td>
<td></td>
<td></td>
<td></td>
<td>Describe</td>
</tr>
<tr>
<td>- Does the Operations Manual contain an operational control system and SOP's?</td>
<td></td>
<td></td>
<td></td>
<td>Provide evidence.</td>
</tr>
<tr>
<td>- Is the Operations Manual approved by management (CEO)?</td>
<td></td>
<td></td>
<td></td>
<td>Describe and provide evidence.</td>
</tr>
<tr>
<td>- Is the Operations Manual amended or revised as necessary to ensure that the information contained in it is kept up to date?</td>
<td></td>
<td></td>
<td></td>
<td>Describe and provide evidence.</td>
</tr>
</tbody>
</table>
### SAFETY MANAGEMENT SYSTEM COMPONENTS

<table>
<thead>
<tr>
<th>Standard</th>
<th>Y</th>
<th>N</th>
<th>A</th>
<th>OFFEROR ACTION REQUIRED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Have the employees been trained on the Operations Manual?</td>
<td></td>
<td></td>
<td></td>
<td>Provide evidence.</td>
</tr>
<tr>
<td>Does the Operations Manual reflect the type operation that is being contracted for?</td>
<td></td>
<td></td>
<td></td>
<td>Describe evidence.</td>
</tr>
<tr>
<td>Emergency Response Plan</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Do you have an internal emergency response plan?</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is the Accident / Emergency Plan available to all employees?</td>
<td></td>
<td></td>
<td></td>
<td>Describe</td>
</tr>
<tr>
<td>Are personnel who have a role in the emergency response plan trained in their role, and is the plan exercised periodically in order to test its integrity?</td>
<td></td>
<td></td>
<td></td>
<td>Provide evidence.</td>
</tr>
<tr>
<td>1e Safety Risk Management</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2a Does the company have a Risk Management Policy?</td>
<td></td>
<td></td>
<td></td>
<td>Provide evidence.</td>
</tr>
<tr>
<td>Has the company developed and maintained a Risk Management Process to:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Identify Hazards</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Risk Analysis (Exposure)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Risk Assessment (Severity and likelihood)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Decision Making (Mitigations)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Validation of Control (Controls effective)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2b</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2c Does the company have an Operational Risk Management (ORM) Worksheet</td>
<td></td>
<td></td>
<td></td>
<td>Describe and provide evidence.</td>
</tr>
<tr>
<td>2d Is there a process to elevate the risk decision outcome? i.e. Chief Pilot? CEO?</td>
<td></td>
<td></td>
<td></td>
<td>Describe and provide evidence.</td>
</tr>
<tr>
<td>3 Safety Assurance</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3a Have operations (internal or external) audits been conducted in this past field season?</td>
<td></td>
<td></td>
<td></td>
<td>Describe and provide evidence of this audit.</td>
</tr>
<tr>
<td>3b Is there an Action Plan (AP) developed from the audits?</td>
<td></td>
<td></td>
<td></td>
<td>Provide your latest plan.</td>
</tr>
<tr>
<td>3c Does the company have a Quality Assurance Program?</td>
<td></td>
<td></td>
<td></td>
<td>Describe and provide evidence.</td>
</tr>
<tr>
<td></td>
<td>Has the company developed and maintained a means of: monitoring and measuring safety performance, identifying and managing organizational changes that may affect safety, ensuring continual improvement?</td>
<td>What action has your company taken and/or plans to facilitate change? Describe and provide evidence.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3d</td>
<td>Does the company have a training program that ensures personnel are trained and competent to perform their assigned duties?</td>
<td>Do you have a process that can train your pilots and mechanics, both initially and annually, on the requirements of this contract? Describe and provide evidence.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3e</td>
<td>Does the company have a separate training program for: pilots, maintenance personnel, fuelers / truck drivers?</td>
<td>Describe and provide evidence.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3f</td>
<td>Safety Promotion</td>
<td>Briefly describe technology your company has acquired to facilitate communication with deployed pilots. Describe and provide evidence.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Has the company developed and maintained a formal means of safety communication (like SAFECOM)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4a</td>
<td>Are there lessons-learned developed from incidents/accidents? Are they shared with the company personnel?</td>
<td>Provide evidence.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4b</td>
<td>Is a Safety Award system in place?</td>
<td>Describe</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| 4c | (b) Accident History for the previous 5 years: Include all aircraft that have operated under your Operating Certificates (fixed wing and rotor wing). Complete the blocks that apply to your company accident history.  
(1) Total number of flight hours for the previous 5 years: ___________________________  
(2) Number of aircraft accidents reported to NTSB in the previous 5 years: ____  
If your company has had an accident in the last 5 years provide an accident prevention action plan or evidence of actions taken to prevent future accidents.  
If you had an accident that was reported to the NTSB and it was downgraded to an incident, you must provide evidence from the NTSB. |
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EXHIBIT 32 - TRANSPORTATION WORKSHEET

When assigned to an alternate base, the Contractor will be paid for actual necessary and reasonable costs associated with transporting authorized personnel. The Contractor is responsible for advising the on-site Government representative(s) of the anticipated cost associated with transporting relief (and/or maintenance) personnel to the alternate base prior to the relief exchange. **Claims must be supported by itemized invoices.**

See contract clause “Transportation Costs Associated with Operating Away From the Designated Base” for detailed information.

<table>
<thead>
<tr>
<th>DATE</th>
<th>ALTERNATE BASE LOCATION</th>
</tr>
</thead>
</table>

**Relief Exchange – Involved Crew Member(s)**
- Pilot
- Fuel Servicing Vehicle Driver
- Mechanic (If required by contract)

<table>
<thead>
<tr>
<th>Name</th>
<th>Name</th>
<th>Name</th>
</tr>
</thead>
</table>

**Scheduled Maintenance**
- Mechanic
- Other

<table>
<thead>
<tr>
<th>Name</th>
<th>Reason for providing additional personnel</th>
</tr>
</thead>
</table>

**ITEMIZATION OF COSTS – Invoices and/or receipts are attached (copies are acceptable)**

<table>
<thead>
<tr>
<th>Description</th>
<th>Name</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Airline Transportation</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Airline Transportation</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Charter Aircraft</td>
<td>Invoice to include aircraft make/model, flight time, hourly rate, passengers, and departure/destination location, date and time</td>
<td>$</td>
</tr>
<tr>
<td>Rental Car</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Rental Car Fuel</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>POV Mileage</td>
<td>From</td>
<td>To</td>
</tr>
<tr>
<td>Other (explain)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total ACTUAL Cost</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

The COR was notified of the anticipated cost for this alternate base transportation expense prior to mobilization of the relief personnel.
Contractor Representative Signature:

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

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

D-2 ADDENDUM TO 52.212-4 (MAY 2015) CONTRACT TERMS AND CONDITIONS -
COMMERCIAL ITEMS CLAUSES INCORPORATED BY REFERENCE

52.203-3  Gratuities (APR 1984)
52.203-12 Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
52.204-4  Printed or Copied Double-Sided on Recycled Paper (MAY 2011)
52.204-7  System for Award Management (OCT 2016)
52.204-13 System for Award Management Maintenance (JUL 2013)
52.204-19 Incorporation by Reference of Representations and Certifications
52.228-5  Insurance – Work on a Government Installation (JAN 1997)
52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)
52.242-13 Bankruptcy (JUL 1995)
52.245-9  Use and Charges (APR 2012)

D-3 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR
EXECUTIVE ORDERS -- COMMERCIAL ITEMS (52.212-5) (NOV 2017)

(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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or
Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further
Continuing Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in
subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)


(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

3509).
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☐ (5) [Reserved]


☐ (10) [Reserved]


   ☐ (ii) Alternate I (Nov 2011) of 52.219-3.

☐ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

   ☐ (ii) Alternate I (Jan 2011) of 52.219-4.

☐ (13) [Reserved]


   ☐ (ii) Alternate I (Nov 2011).

   ☐ (iii) Alternate II (Nov 2011).


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☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☒ (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

☐ (17) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Nov 2016) of 52.219-9.

☐ (iii) Alternate II (Nov 2016) of 52.219-9.

☐ (iv) Alternate III (Nov 2016) of 52.219-9.

☐ (v) Alternate IV (Nov 2016) of 52.219-9.

☐ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

☒ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).

☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).


☒ (22) 52.219-28, Post Award Small Business Program Rearrangement (Jul 2013) (15 U.S.C. 632(a)(2)).

☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).


☒ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

☒ (28) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

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☐ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).


☐ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).

☐ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

☐ (38) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514)


☐ (39) (i) 52.223-14, Acquisition of EPEAT®-Registered Television (Jun 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (Jun 2014) of 52.223-14.


☐ (41) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (Jun 2014) of 52.223-16.
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☐ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

☐ (44) 52.223-21, Foams (Jun 2016) (E.O. 13696).


☐ (ii) Alternate I (Jan 2017) of 52.224-3.


☐ (ii) Alternate I (May 2014) of 52.225-3.

☐ (iii) Alternate II (May 2014) of 52.225-3.

☐ (iv) Alternate III (May 2014) of 52.225-3.


☒ (49) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).


☐ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), (10 U.S.C. 2307(f)).

☐ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
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☐ (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (56) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).


☐ (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).

☐ (60) (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) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)

☐ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).


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☐ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

☐ (11) 52.237-11, Accepting and Dispensing of $1 Coin (Sep 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—


(ii) 52.203-19, Prohibition on Requiring Certain Corporate Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
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(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (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 $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vi) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).


(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

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


(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)


(xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

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(B) Alternate I (Jan 2017) of 52.224-3.


(xx) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

D-4  RESERVED

D-5  STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 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.

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D-6  AVAILABILITY OF FUNDS (FAR 52.232-18) (APR 1984)

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

D-7  PROPERTY AND PERSONAL DAMAGE

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

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

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

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

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

D-8 RESERVED

D-9 NOTICE OF CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (JULY 2010)

(a) The US Forest Service has implemented the Contractor Performance Assessment Reporting System (CPARS) for reporting all past performance information. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

(c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm’s past performance evaluation(s) for the contract no later than 60 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS are
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available at http://www.cpars.csd.disa.mil/. The CPARS User Manual, registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation and the report will be accessible at http://www.cpars.csd.disa.mil/. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment.

Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official’s narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 – 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions.

If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating “No comment” in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 60 days, it will automatically be returned to the Government and will be annotated: “The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment.” Your response is due within 60 calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

1. Protect the evaluation as “source selection information.” After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.

2. Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

3. Prohibit the use of or reference to evaluation data for advertising, promotional material, predominant surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 60-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

D-10 INSPECTION AND ACCEPTANCE (AGAR 452.246-70) (FEB 1988)

The Contracting Officer or the Contracting Officer’s duly authorized representative will inspect and accept the supplies and/or services to be provided under this contract.
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A post award conference with the successful offeror is required. It will be scheduled within 14 days after the date of contract award. The conference will be held at the Contractor's facility or other locations acceptable to both parties.

D-12 RESERVED

D-13 AFFIRMATIVE PROCUREMENT OF BIO BASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACT (FAR 52.223-2) (SEPT 2013)

(a) In the performance of this contract, the contractor shall make maximum use of bio based products that are United States Department of Agriculture (USDA)-designated items unless—

(1) The product cannot be acquired—

   (i) Competitively within a time frame providing for compliance with the contract performance schedule;

   (ii) Meeting contract performance requirements; or

   (iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

   (i) Spacecraft system and launch support equipment.

   (ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at http://www.biopreferred.gov.
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(c) In the performance of this contract, the Contractor shall—

(1) Report to http://www.sam.gov, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than—

   (i) October 31 of each year during contract performance; and

   (ii) At the end of contract performance.

D-14 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 5 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 4 years 6 months.

D-15 ECONOMIC PRICE ADJUSTMENT SPECIFIED FLIGHT RATE CONTRACTS

(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).
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(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 $5.53 and the baseline price for Jet A fuel is established at $4.85 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.

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-16 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 20 Days.
U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE

CONTRACT NO.: (D/R4)

PROJECT: REGION 2 CWN TYPE III HELICOPTERS

CONTRACTOR: TRANS AERO LIMITED

TELEPHONE: 307-778-5777

AWARDING OFFICE: U.S. FOREST SERVICE - CONTRACTING NATIONAL INTERAGENCY FIRE CENTER OWYHEE BUILDING - MS 1100 3833 S DEVELOPMENT AVE BOISE, ID 83705-5354

DAVID HERSHEY
CONTRACTING OFFICER
TELEPHONE: 208-387-5627
FAX: 208-387-5384
david.hershey@usda.gov
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**STANDARD FORM 1449**

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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER

2. CONTRACT NO. (b)(4)

3. AWARD/EFFECTIVE DATE 05/27/2019

4. ORDER NUMBER (b)(4)

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE DATE 02/19/2019

7. FOR SOLICITATION INFORMATION CALL: David P. Hershey

8. NAME 208-387-5627

9. ISSUED BY

NATIONAL INTERAGENCY FIRE CENTER
U.S. FOREST SERVICE – CONTRACTING
OWYHEE BUILDING - MS 1100
3833 S. DEVELOPMENT AVE
BOISE, ID 83705-5354

10. THIS ACQUISITION IS: □ UNRESTRICTED OR □ SET ASIDE: 100% FOR:

□ SMALL BUSINESS □ WOMEN-OWNED SMALL BUSINESS
□ HUBZONE SMALL BUSINESS □ SERVICE-DISABLED
□ VETERAN-OWNED □ SMALL BUSINESS
□ (EDWOSB) ELIGIBLE UNDER THE WOMEN-OWNED
□ SIZE STANDARD:
□ SMALL BUSINESS PROGRAM
1500 Employees

11. DELIVERY FOR DESTINATION MARKED: □ SEE SCHEDULE

12. DISCOUNT TERMS

13-14. RATING

15. DELIVER TO

NATIONAL INTERAGENCY FIRE CENTER
U.S. FOREST SERVICE – CONTRACTING
OWYHEE BUILDING - MS 1100
3833 S. DEVELOPMENT AVE
BOISE, ID 83705-5354

16-17. ADMINISTERED BY

Same As Item 9

18-19. PAYMENT WILL BE MADE BY

19A. SUMMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18B UNLESS BLOCK BELOW IS CHECKED

20. SCHEDULE OF SUPPLIES/SERVICES

SEE SECTION 8 (ATTACHED)
Call When Needed (CWN) Type-III Helicopter Services -USFS Region 2
* Competition will be limited to Contractors who have a FAA 135 Certificate established either in, or within 50 miles of the border of the States of Colorado, Kansas, Eastern Wyoming, Nebraska, and South Dakota

21. QUANTITY

22. UNIT

23. UNIT PRICE

24. AMOUNT

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Gov't Use Only)

27. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 and 52.212-5 ARE ATTACHED ADDENDA ARE ARE NOT ATTACHED

28. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-2 IS ATTACHED ADDENDA ARE ARE NOT ATTACHED

29. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS LISTED OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HERIN

30. AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION NOT USABLE

31. NAME AND TITLE OF SIGNING OFFICER (TYPE OR PRINT)

Kevin Shields, President

32. DETERMINATION OF INDEPENDENT CONTRACTOR

33. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

34. NAME AND TITLE OF SIGNED (TYPE OR PRINT) 3/11/19

35. DATE SIGNED

36. NAME OF CONTRACTING OFFICE/TYPE OR PRINT 3/11/19

37. DATE SIGNED

38. RECEIVED MAR 12 2019

CONTRACTING
USDA FOREST SERVICE

DAVID HERSHEY
Digitally signed by DAVID HERSHEY
Date: 2019.05.16 07:45:00
SECTION B
SUPPLIES OR SERVICES AND PRICES

B-1 SCHEDULE OF ITEMS

This is an Agreement for Interagency Call-When-Needed (CWN) Helicopter Services. Furnish Type III Light helicopter(s) fully operated and maintained, including fuel servicing vehicle(s), meeting the requirements of this schedule and the specifications included herein, on a call-when-needed basis.

Upon Contractor's acceptance of an order from an authorized ordering office, the order becomes a contract under the prices, terms, and conditions of this agreement.

---

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 Equipped Weight: Equipped Weight = ___ lbs

Equipped Weight for Standard Category (Passenger Carrying) aircraft see "Equipped Weight" in Definitions (C-45). Equipped Weight includes the weight of a fixed tank or the weight of the empty bucket and any associated suspension hardware (cables, connectors, etc.) for restricted aircraft. See Clause C-45 for reference.

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.

5 Calculated from Line 13 of Load Calculation Form (JOAS-97/FS 5700-17)

*Renewal Period = RP
SECTION B
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PROPOSED ADDITIONAL AIRCRAFT: This table is used for the offeror to propose additional aircraft to be added to this agreement at a later date. These aircraft need not be available or mission ready. The minimum information needed is: 1. The make and model of the aircraft. 2. The proposed Daily Availability Rate of the aircraft. 3. The Optional Use Hourly Flight Rate of the aircraft. These rates may be updated at the annual renewal of this agreement. These additional aircraft may be added at the discretion of the Regional Aviation Officer and the Contracting Officer and only by modification of the agreement.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Registration No.</th>
<th>Make, Model, Year of Aircraft</th>
<th>Daily Availability Rate</th>
<th>Optional Use Hourly Flight Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>0(4)</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2.</td>
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<tr>
<td>3.</td>
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<tr>
<td>4.</td>
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<td>5.</td>
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<tr>
<td>6.</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

Note: No aircraft shall be added to this agreement unless listed on this chart.

B-2 PRINCIPAL BASE OPERATION

Offeror shall enter the location of the "Principle 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 for furnishing services on a "Call-When-Needed" basis for Type III's are being solicited from operators that hold certificates in the 2 Region and for the following states: within 50 miles of the border of the States of Colorado, Kansas, Eastern Wyoming, Nebraska, and South Dakota.

4101 Evans Ave. Cheyenne, WY 82001

Location (Physical Address)

Wyoming

State

B-3 AIRCRAFT PERFORMANCE SPECIFICATIONS (MINIMUM) TO BE USED FOR PROPOSAL EVALUATION PURPOSES AND 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)
SECTION B
SUPPLIES OR SERVICES AND PRICES

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.

For field operations use current temperature and elevation for performance planning purposes.

(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 manufacturer’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 will be listed by make, model and calibration date in the aircraft’s weight and balance documentation (See Form B, Exhibit 21).

(iii) Weighing shall be:

(A) Accomplished within 12 months prior to the due date of proposal submission, and

1. For aircraft on the companies operating certificate that are currently operating outside of the US, the current operating weight and balance will be submitted. These aircraft will be required to be weighed within 12 months prior to initial contract inspection.

(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:

(A) 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
SECTION B
SUPPLIES OR SERVICES AND PRICES

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).

(B) 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) Reserved

Applicable for CWN Type III (Light) Helicopters:

CAPABILITY OF:

At 5,000 feet pressure altitude and 30°C with ☐ non-jettisonable ☑ jettisonable

☐ Hovering out of ground effect (HOGE)

The payload of 400 pounds, as determined by Exhibit 13, Standard Interagency Load Calculation form, using a standard pilot weight of 200 pounds and fuel for one hour and 30 minutes (01+30) as determined by Exhibit 12, Hourly Flight Rates, Fuel Consumption, and Weight Reduction Chart

Note: See schedule of items for tank or bucket requirements.

Aircraft Performance Specifications: (minimum) to be used for proposal evaluation purposes

B-4 ENGINE REQUIREMENTS

Turbine engine(s)

B-5 CREW COVERAGE

The number of persons required will be the minimum complement of personnel while operating under this agreement, additional positions may be offered to staff and support the helicopters.

☐ One Pilot Crew or ☐ Two Pilot crew or ☐ Three Pilot crew

And

☐ With Relief Pilot(s) - Required EU Only ☐ Without Relief Pilot(s)

☐ 6-Day Coverage (See Chart Below)

☐ 7-Day Coverage (See Chart Below) ☑ A ☐ B OR ☐ C
SECTION B
SUPPLIES OR SERVICES AND PRICES

<table>
<thead>
<tr>
<th>COVERAGE</th>
<th>FUEL SERVICING VEHICLE DRIVER</th>
<th>MECHANIC</th>
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</thead>
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<tr>
<td>6-Day</td>
<td>6-Day Coverage</td>
<td>3-Hour Call-up</td>
</tr>
<tr>
<td></td>
<td>No Relief Required</td>
<td></td>
</tr>
<tr>
<td>7-Day A</td>
<td>FSVD Required</td>
<td>3-Hour Call-up</td>
</tr>
<tr>
<td></td>
<td>Relief FSVD Required</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>FSVD Required</td>
<td>Mechanic(s) Required at Host Base/Alternate Base (May serve as FSVD)</td>
</tr>
<tr>
<td></td>
<td>Relief FSVD Required</td>
<td>Relief Mechanic(s)</td>
</tr>
<tr>
<td>C</td>
<td>Full Time FSVD Required at Host Base/Alternate Base</td>
<td>Full Time Mechanic(s) Required at Host Base/Alternate Base</td>
</tr>
</tbody>
</table>

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 Compliment.

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 with the exception of Maintenance Personnel. Maintenance Personnel may work a 14/14 schedule. If maintenance personnel work 14 days on, they must take 14 days off, unless approved by the Contracting Officer. Days off schedule may vary. A 14/14 schedule must be requested by checking “Other” and subject to approval by the Contracting Officer.

B-8 STANDBY HOURS PER DAY

9 Hours Standby per day

B-9 EXTENDED STANDBY HOURLY RATE

(a) The extended standby rate will be reviewed on an annual basis to ensure compliance with the Service Contract Act and an adjustment will be made if needed. The extended standby rate will be computed by taking the minimum wage rate from the Department of Labor Wage Determination (current at that time), for Nationwide Pilot, times 1.5 plus 20% for benefits.
SECTION B
SUPPLIES OR SERVICES AND PRICES

overhead and profit and rounded to the nearest dollar. If needed, adjusted rates will become effective annually on February 16 of each year.

(b) Extended standby is not intended to compensate the Contractor on a one-to-one basis for all hours necessary to service and maintain the aircraft.

(c) The current rate is $52.00 per hour.

B-10 OVERNIGHT STANDARD PER DIEM RATE ALLOWANCE

Rates as published in Federal Travel Regulations. See Section C-37 and C-42

B-11 OPERATIONS IN ALASKA, CARIBBEAN, CANADA, OR MEXICO (Contractor to check all that apply).

Contractor has authorization as indicated in FAA Operation Specifications for operations in the following locations. Reference Exhibit 3

☑ ALASKA ☑ CARIBBEAN ☑ CANADA ☑ MEXICO

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.

<table>
<thead>
<tr>
<th>✓</th>
<th>Description</th>
<th>Capacity</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓</td>
<td>Seeder</td>
<td>1 1/2 Yard</td>
<td>4</td>
<td>Day</td>
<td></td>
</tr>
<tr>
<td>✓</td>
<td>Fertilizer Spreader</td>
<td></td>
<td></td>
<td>Day</td>
<td></td>
</tr>
<tr>
<td>✓</td>
<td>Fixed Suppressant/Retardant Delivery Tank</td>
<td></td>
<td></td>
<td>Day</td>
<td></td>
</tr>
<tr>
<td>✓</td>
<td>Dip Tank/Water Pumps</td>
<td></td>
<td></td>
<td>Day</td>
<td></td>
</tr>
<tr>
<td>✓</td>
<td>Spill Containment Barrier</td>
<td></td>
<td></td>
<td>Day</td>
<td></td>
</tr>
<tr>
<td>✓</td>
<td>Tundra Boards or Snow Pads</td>
<td></td>
<td></td>
<td>Day</td>
<td></td>
</tr>
<tr>
<td>✓</td>
<td>Aerial Ignition (See Exhibit 26)</td>
<td></td>
<td></td>
<td>Day</td>
<td></td>
</tr>
<tr>
<td>✓</td>
<td>Infrared Capability</td>
<td></td>
<td></td>
<td>Day</td>
<td></td>
</tr>
<tr>
<td>✓</td>
<td>Short Haul Capability (See Exhibit 27)</td>
<td></td>
<td></td>
<td>Day</td>
<td></td>
</tr>
<tr>
<td>✓</td>
<td>Hoist Capability</td>
<td></td>
<td></td>
<td>Day</td>
<td></td>
</tr>
<tr>
<td>✓</td>
<td>Floats/Pop-outs</td>
<td></td>
<td></td>
<td>Day</td>
<td></td>
</tr>
<tr>
<td>✓</td>
<td>Other Equipment Offered</td>
<td>1/4 Yard Cement Bucket</td>
<td>4</td>
<td>Day</td>
<td></td>
</tr>
</tbody>
</table>

B-13 CONTRACT PILOT QUALIFICATION

N357TA  No Charge
SECTION B  
SUPPLIES OR SERVICES AND PRICES

Pilots performing on this contract will meet the requirements of Section C-12 (c) & (d) and C-20. Contractors will offer pilots approved or eligible for approval in the mission tasks selected below. All pilots offered may be evaluated in accordance with C-12 (b) (2) or when requested by the CO.

☐ Low Level (Recon and Surveillance)
☐ Helitack/Passenger Transport
☐ External Load (belly hook)
☐ Water/Retardant Delivery
☐ Longline VTR (150')
☐ Snorkel
☐ Mountainous Terrain Flight
☐ Aerial Ignition ☐ PSD ☐ Torch
☐ Rappel
☐ Short Haul
☐ Snow Operations (deep snow)
☐ Night Vision Goggle Operations
☐ Other

B-14 GOVERNMENT PILOT

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

B-15 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).

B-16 PUBLIC AIRCRAFT OPERATIONS

After contract award, the contractor/company should declare Public Use by completing Exhibit 28 Public Aircraft Operations.

Refer to FAA AC 00-1.1A:
https://www.faa.gov/documentLibrary/media/Advisory_Circular/AC_00-1_1A.pdf
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

C-1 SCOPE OF AGREEMENT

(a) The intent of this solicitation and any resultant agreement is to obtain 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.

(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 agreement. (See Section E Synopsis of Safety Program) Examples of such programs include but are not limited to: 1) Personnel Activities, 2) Maintenance, 3) Safety and 4) Compliance with Regulations.

(c) Reserved

(d) 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.

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

(f) The Contracting Officer (CO) may by mutual agreement, release the Contractor from the contract 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.

(g) Reserved

(h) Reserved

(i) Reserved

C-2 CERTIFICATIONS

(a) General

(1) Contractors shall be currently certificated to meet 14 Code of Federal Regulations (CFR), 133 (External Load Operations), 135 (Commuter and On Demand Operations and Rules Governing Person on Board Such Aircraft), 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).
SECTION C
DESCRIPTIONSPECIFICATIONS/EXHIBITS

(3) Reserved

(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 OR INFORMATION

(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 (APR 2012).

(b) The Government at the time of award will provide the following items to the Contractor.


(2) Reserved

(c) Wildland Fire Chemicals listed on the current Qualified Product List (QPL) may be provided by the Government as needed in accordance with the most current QPL as specified at https://www.fs.fed.us/rm/fire/wfcs/index.htm.

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

AUX-FM adapter cable with portable radio

C-4 HELICOPTER REQUIREMENTS

(a) General
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(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 OAS 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 agreement 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 agreement.

(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. FAA approved “electronic” flight bags meet this requirement.

(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 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.
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(3) The helicopter interior shall be clean and neat. There shall be no un repaired 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 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 Agreement.

(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 Agreement and modification(s) shall remain in the helicopter during the Agreement 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.

(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.
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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 shoulder harness (either single diagonal strap with inertia reel or double-strap with or without inertia reel) for each aft cabin passenger position. Shoulder harness straps and lap belts must fasten with a single-point, metal-to-metal, and a quick-release mechanism.

(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 agreement 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 that is activated by engine or transmission oil pressure.

OR

For helicopters with a landing gear incorporating an extendable strut, the hour meter may be activated by a switch mounted in such a manner as to only operate when the strut is fully extended.

The hour meter shall record actual flight time in hours and tenths of an hour 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
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piloted aircraft, field approvals in lieu of STCs are not acceptable unless the appropriate 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) As required by 14 CFR, fire extinguisher(s) shall be a hand-held bottle, fully charged, with a minimum 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.

(14) Reserved

(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 agreement 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 is capable of being 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

(A) One remote cargo hook capable of being loaded and locked in a single motion with one hand, and is rated at the maximum lifting capacity of the aircraft 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) For Power requirements see Exhibit 5
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(18) Variable capacity collapsible bucket(s) (Required for all bucket helicopters and Type II and III tanked helicopters)

(i) All Buckets

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

(B) The bucket, at 100 percent of manufacturers rated capacity (+/-5%) shall be compatible 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.

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

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

(E) Shall be leak free (1/2 gallon or less in a 24-hour period)

(ii) Non-Gated buckets and non-powerfill buckets

(A) A second variable capacity water retardant is required. At 100% capacity, the second bucket shall be no more than 10% greater than the minimum capacity of the primary bucket.

(B) 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 (e.g., 90%, 80%, and 70%). Intermediate graduations or capacities below the manufacturer’s minimum graduation (by tying knots, etc.) are prohibited.

(C) 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.

(iii) Gated Buckets and Powerfill buckets

(A) Requires electronic hook load measuring system that provides cockpit readout of the actual weight.

(B) Either the weight of the bucket or capacity shall be marked on the bucket or the operator shall have a written statement of the maximum capacity (weight).
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(C) If powerfill equipped, bucket must fill to maximum capacity in no more than 90 seconds.

(19) Reserved
(20) Reserved

(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, for Standard Category personnel transport helicopters only.

(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) External Basket

(i) Internal baggage compartment: A Minimum of one internal cargo compartment offering (15) cubic feet of usable cargo space capable of accommodating 58-inch long shovels, rakes, bucket, hazardous materials, chainsaws and other firefighting tools (requires rear bulkhead or side compartment modification of baggage compartment of some models). Combination of internal baggage compartment size to meet or exceed cargo compartment specifications will not be accepted.

(ii) External cargo basket with a closing mechanical latching lid may be provided in lieu of baggage compartments which cannot be modified to meet the internal baggage compartment specification, or when required/selected in B-12. (iii) 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 devices shall not impede ingress or egress of personnel from all cabin doors and must be able to be removed or installed quickly.

(iii) External basket offered must have a metal positive locking lid covering the entire basket securing the contents in flight and preventing them from exiting. Minimum cargo basket must have a capacity of 13 cubic feet and 250 pounds, minimum length of 72 inches, the minimum width of 20 inches, the minimum depth of 16 inches. Basket quick disconnect capability shall be simple in function, FAA approved, and have the capacity of being either removed or
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added quickly (outfitted with a push pin or another mechanical device that allows for simple removal of the basket for mission configuration changes in the field when requested). 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. This basket must not cause any flight restrictions (Vne) or impede ingress and egress of personnel from all cabin doors.

If the option to utilize external basket/rack is exercised the ability for government employees to utilize existing internal compartments remain.

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

(28) Reserved

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

(30) Heating 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) Reserved

(e) Reserved

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 contract 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 repair
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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 contract.

(4) Contract 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, and at least every 12 flight hours or 7 days- whichever occurs first; transmitted to the operator's home office (Location that Certificate is held).

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

(8) Contractor shall notify the Contracting Officer Representative (COR) at least 16 flight hours prior to the initiation of any maintenance inspection. In addition the Contractor shall immediately notify the COR 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 COR.

(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) Reserved

(13) Reserved

(14) Reserved

(15) 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 shall be listed by make model and calibration date in the aircrafts weight and balance documentation (See Form B, Exhibit 21).

(i) For aircraft on the companies operating certificate that are currently operating outside of the US, the current operating weight and balance will be submitted. These aircraft will be required to be weighed within 12 months prior to initial contract inspection.
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(16) Helicopter(s) under initially awarded agreement(s) under this solicitation shall remain at or below contracted helicopter equipped weight as proposed in the base year of the agreement. Helicopters will be allowed a total of 1% above the awarded contracted helicopter equipped weight as proposed during the combined agreement option renewals. 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 contract award no penalty will be assessed.

(17) 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 21 for an acceptable example.

(18) When the contract 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 Agreement.

(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 Agreement and any renewal periods.

(2) Helicopters with power output below the minimum published performance charts or if the trend analysis indicates significant deterioration in performance the aircraft shall be removed from service. The power condition shall be corrected before return to service and agreement 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 Agreement availability.

(d) Reserved
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:

   (1) Locked door/windows; and/or

   (2) Fenced parking areas.

C-7 AVIONICS REQUIREMENTS

(a) Minimum Requirements

All avionics used to meet this agreement shall comply with the requirements of paragraph (b) Avionics Specifications and paragraph (c) Avionics Installation and Maintenance Standards. The following are the minimum avionics which shall be installed. Additional avionics may be required in section B of this agreement.

(1) All Helicopters

   (i) One VHF-AM Radio (COM 1)

   (ii) One VHF-FM Radio (FM 1)

   (iii) One Auxiliary FM system (AUX FM) {Not required in heavy helicopters with 2 VHF-FM radios installed or KMAX}

   (iv) One Global Positioning System (GPS)

   (v) An Intercom System (ICS) {Not required in single occupant aircraft}

   (vi) Audio Control systems applicable to the type of aircraft offered

   (vii) An Emergency Locator Transmitter (ELT)

   (viii) An Automated Flight Following System (AFF)

   (ix) One Transponder

   (x) One Altimeter and Automatic Pressure Altitude Reporting system

   (xi) One Auxiliary Power Source (3 Pin) {Not required in helicopters not approved for passengers}
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(xii) One Bucket/Torch Connector (9 Pin) {Not required in heavy helicopters}

(xiii) Lighting for night operations in accordance with 14 CFR 91.205 (c)

(xiv) Lighting for all instruments required by 14 CFR 91.205 (b)

(xv) ADS-B OUT will be required beginning January 1st 2020

(2) Reserved

(3) Reserved

(4) Helicopters approved for Air Tactical operations

Helicopters may be approved for Air Tactical operations provided they meet the requirements of (a) (1) (iii) through (a) (1) (xv) and the following requirements based on the type of Air Tactical approval. These requirements are for optional mission approval only. Paragraph (a) (1) and additional requirements in section B shall remain the minimum required avionics for aircraft under this agreement.

(i) Type I

(A) Two VHF-AM Radios (COM 1 & COM 2)

(B) Two VHF-FM Radios (FM 1 & FM 2)

(C) Radio transmit capability from the aft passenger compartment connected to the SIC/observer Audio Control system. An Aft Audio Control system for this position is acceptable.

(ii) Type II

(A) Two VHF-AM Radios (COM 1 & COM 2)

(B) One VHF-FM Radio (FM 1)

(C) Radio transmit capability from the aft passenger compartment connected to the SIC/observer Audio Control system. An Aft Audio Control system for this position is acceptable.

(iii) Type III

(A) Two VHF-AM Radios (COM 1 & COM 2)

(B) One VHF-FM Radio (FM 1)

(b) Avionics Specifications

All avionics used to meet this agreement shall comply with the following requirements and paragraph (c) Avionics Installation and Maintenance Standards.
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(1) Communications systems

Transmitters shall not open squelch on, or interfere with, other AM or FM transceivers on the aircraft which are monitoring different frequencies. Transmit interlock functions shall not be used with communication transceivers. (This paragraph does not apply to single pilot helicopters which are not approved for passengers or non-fire aircraft.)

(i) VHF-AM Radios

VHF-AM radios shall be TSO approved aeronautical transceivers, permanently installed, and operate in the frequency band of 118.000 to 136.975 MHz with a minimum of 760 channels in no greater than 25 KHz increments. Transmitters shall have a minimum of 5 Watts carrier output power.

(ii) VHF-FM Radios

All aircraft approved for fire operations shall use P25 Digital VHF-FM transceivers meeting the specifications of FS/OAS A-19. FM radios used in all aircraft shall be agency approved. FS/OAS A-19 and a list of currently approved FM radios can be found on the following website: http://www.nifc.gov/NIICD/documents.html. The following requirements shall be met.

(A) VHF-FM radios shall be aeronautical transceivers, permanently installed in a location that is convenient to the PIC and SICobserver, and operate in the frequency band of 138 to 174 MHz. All usable frequencies shall be programmable in flight. Narrowband and digital operation shall be selectable by channel for both MAIN and GUARD operation. Carrier output power shall be 6-10 Watts nominal.

(B) Transceivers shall have a GUARD capability constantly monitoring on all GUARD transmissions. Simultaneous monitoring of MAIN and GUARD is required. Scanning of GUARD is not acceptable. Aircraft not approved for Air Tactical operation only require one FM GUARD receiver.

(C) Transceivers shall have the capability of encoding CTCSS sub audible tones on all channels. A minimum of 32 tones meeting the current TIA/EIA-603 standards shall be selectable.

(D) Transceivers shall have the capability to display both receiver and transmitter frequencies. Activation indicators for transmit and receive shall be provided for both MAIN and GUARD operation.

(E) The radio shall use an external broadband antenna covering the frequency band of 138 to 174 MHz (Comant CI-177-1 or equivalent).

(iii) Auxiliary FM systems (AUX FM)
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An interface to properly operate a portable FM radio through the aircraft audio control systems shall be provided using an MS3112E12-10S type bulkhead mounted connector with contact assignments as specified by FS/OAS A-17 available at the following website: http://www.nifc.gov/NIICD/documents.html. Sidetone for the portable radio shall be provided (AEM AA34 or equivalent). The following applies to all AUX FM installations.

(A) An external broadband antenna covering the frequency band of 138 to 174 MHz (Comant CI-177-1 or equivalent) shall be installed with the associated coax terminated in a bulkhead mounted BNC connector adjacent to the above 10 pin connector.

(B) A portable radio mount (Field Support Services AUX-EHP-RB or equivalent) shall be installed providing the crew unrestricted operation of the radio controls when connected with an 18 inch adapter cable.

(C) A VHF-FM radio meeting the requirements of paragraph (b) (1) (ii) may be installed, in addition to the radios already required, in lieu of the AUX FM system.

(iv) Non-Standard Radios

Non-standard radios shall be aeronautical transceivers interfaced to the aircraft audio control systems and a compatible antenna via an approved installation. The radio shall be compatible with the requesting unit.

(v) Public Address systems (PA)

PA systems shall be operated through the aircraft audio control systems and provide a siren with Yelp and Wail tones activated by the PIC and SIC/observer:

(A) External PA

The PA shall utilize speakers external to the aircraft with sufficient volume to be easily heard 100 feet below a hovering helicopter.

(B) Internal PA

The PA shall utilize speakers internal to the aircraft with sufficient volume to be easily heard throughout the passenger compartment while in flight. Helicopter manager positions in heavy helicopters shall have a switch to activate the siren tones.

(vi) Satellite Communications System (SatCom)

(A) SatCom systems shall be FAA approved, powered by the aircraft electrical system via a dedicated circuit breaker, interfaced to the aircraft audio system as a communication transceiver, permit direct dial operation, and be operational in all phases of flight.
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(B) All manufacturer required displays and controls shall be easily visible and selectable by the PIC and SIC/Observer.

(C) The contractor shall maintain a subscription providing uninterrupted service during the contract period and a minimum amount of minutes per month as identified in Section B. The Government will reimburse the contractor for actual costs incurred when using more than the required amount of minutes specified.

(v) Reserved

(vi) Reserved

(2) Audio Systems

(i) Intercom Systems (ICS)

ICS shall integrate with the aircraft audio control systems and mix with selected receiver audio. An independent ICS volume control, keyed operation, and a “hot mic” capability shall be provided for each required position. Passenger volume adjustments must not affect other positions. Hot mic may be voice activated (VOX) or controlled via an activation switch. The ICS must have the capability to isolate the flight crew from passengers.

ICS is required for the PIC and SIC/observer for all aircraft. Exclusive-use helicopters approved for passengers, and helicopters which require an aft audio control system, shall provide ICS at all passenger positions. Call-when-needed helicopters approved for passengers shall provide ICS for two aft exit passenger positions.

(ii) Audio Control Systems

(A) General

Aircraft configuration shall comply with the applicable drawing for “Helicopter Audio Requirements” at the following website: [http://www.nifc.gov/NIFCD/documents.html](http://www.nifc.gov/NIFCD/documents.html). A master radio volume control and collocated controls for transmitter selection and independent receiver selection of all required radios shall be provided for each required audio control system. Each system shall have the capability to simultaneously select and utilize a different transceiver (and PA if required). Sidetone shall be provided for the user as well as for cross monitoring by all installed systems. Receiver audio shall be automatically selected when the corresponding transmitter is selected. Receiver audio shall be provided to each position which requires ICS (refer to ICS section for requirements). Aft audio control systems are not required to provide NAV audio.

All required passenger positions shall utilize the SIC/observer’s audio control system unless an aft audio control system is installed. Exclusive
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Use helicopters approved for passengers shall provide radio transmit capability for two aft passenger positions. See the applicable “Helicopter Audio Requirements” drawing for locations.

Audio controls shall be labeled as COM-1, FM-1, AUX, PA etc… as appropriate or as COM-1, COM-2, COM-3, etc… with the corresponding transceiver labeled to match. Audio shall be free of distortion, noise, or crosstalk. The system shall be designed for use with 600 ohm earphones and carbon equivalent, noise cancelling, boom type microphones (Gentex 5060-4 or equivalent). The PIC and SIC/observer shall have U-92 type audio jacks.

All required passenger positions with ICS, including the SIC/observer, shall have MS3112E10-6S type 6-pin connectors wired for compatibility with an appropriate drop cord (Alpine Aerotech AAL280 series or equivalent). The 6-pin connector is not required at the SIC position in aircraft requiring dual pilots. Aft passenger connectors shall be mounted above the seats and near the passengers head. Drop cords shall be provided with the aircraft for all passenger positions which require ICS. In lieu of the 6-pin connector and drop cord, the SIC/observer may utilize either a foot or console mounted Push-To-Talk (PTT) switch in conjunction with a switch to select between radio and ICS PTT operation. Crew positions shall have radio and ICS PTT switches on their respective cyclic controls in addition to the previous requirements.

(B) Drop Cord Requirements

- Coil cord that extends to 6 feet nominally
- 6-Pin MS3476L10-6P type connector on the coil cord
- U-92 (TJT-120) type audio jack on the housing
- Large clip
- Volume control
- ICS switch with momentary and lock positions
- Radio PTT switch (only for positions which require radio transmit)

(C) Aft Audio Control Systems (when required)

The audio controller shall be installed in a location that provides unobstructed access to the controls while seated. Aft passengers shall utilize the aft audio control system(s). Two aft passenger positions shall have radio transmit capability. See the applicable “Helicopter Audio Requirements” drawing for locations.

(D) Required Audio Control Systems

The following audio control systems are required based on helicopter type
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- Helicopters not approved for passengers
  A single audio control system for the PIC and SIC/observer

- Light and Medium Helicopters approved for passengers
  Two separate audio control systems (which may be combined in a single unit) for the PIC and SIC/observer

- Heavy Helicopters approved for passengers
  Two separate audio control systems (which may be combined in a single unit) for the PIC and SIC/observer and an aft audio control system for the Helicopter Manager.

(3) Navigation Systems

(i) Global Positioning Systems (GPS)

(A) Aeronautical GPS

Each required GPS shall be TSO approved, permanently installed where both the PIC and SIC/observer can clearly view the display, use an approved external aircraft antenna, and be powered by the aircraft electrical system. The GPS shall utilize the WGS-84 datum, reference coordinates in the DM (degrees/minutes/decimal minutes) format and have the ability to manually enter waypoints in flight. The GPS navigation database shall be updated annually covering the geographic areas where the aircraft will operate.

(B) Portable Aviation GPS

Portable aviation GPS units (Garmin GPSMAP, aera, or equivalent) are acceptable when an Aeronautical GPS is not specified. They shall be securely mounted via an approved installation using the aircraft electrical system and a remote antenna. The GPS shall present information from an overhead perspective. The PIC shall have clear view of the display and unrestricted access to the controls. The SIC/observer shall also have a clear view of the display in Air Tactical aircraft. The GPS shall meet the above datum, coordinate, and database requirements for an aeronautical GPS. Portable GPS units are not acceptable for aircraft performing IFR or NVG operations.

(C) GPS with Moving Map

The GPS providing data to the moving map shall meet all of the above GPS requirements. The moving map's display shall be 3 inches wide, 1.5 inches high, and show the aircraft's present position relative to user selected waypoints and geographical features. The map may be integrated with the GPS.
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(4) Surveillance systems

(i) Emergency Locator Transmitters (ELT)

Emergency locator transmitters shall be automatic-fixed, installed in a conspicuous or marked location, and meet the same requirements as those detailed for airplanes in 14 CFR 91.207 (excluding section f). ELT antennas shall be mounted externally to the aircraft unless installed in a location approved by the aircraft manufacturer. TSO C91a or newer ELTs are required. TSO C126 and newer ELTs require documentation of current registration from the national authority for which the aircraft is registered.

(ii) Automated Flight Following systems (AFF)

Automated flight following systems must be compatible with the government's tracking program (AFF.gov), utilize satellite communications, and use aircraft power via a dedicated circuit breaker. AFF must be functional in all phases of flight and in all geographic areas where the aircraft will operate. The following additional requirements shall be met.

(A) A subscription service shall be maintained through the equipment provider allowing position reporting via the Government AFF Program. The reporting interval must be every two minutes while aircraft power is on.

(B) AFF equipment must be registered with AFF.gov providing all requested information. Changes to equipment and registration information shall be reported to AFF.gov ensuring the program is current prior to aircraft use. For assistance, the Fire Applications Help Desk (FAHD) may be reached at (866) 224-7677 or (616) 323-1667.

(C) An AFF operational test shall be performed by the vendor no less than seven calendar days prior to the annual compliance inspection. This test must ensure that the system meets all requirements and is displayed in the AFF viewer with the correct information. A user name and password are required. Registration and additional information are available at https://www.aff.gov/. If the aircraft is not displaying properly, the vendor shall notify AFF.gov.

(D) If AFF becomes unreliable the aircraft may, at the discretion of the Government, remain available for service utilizing radio/voice systems for flight following. The system shall be returned to full operational capability within 5 calendar days after the system is discovered to be unreliable.

(E) This clause incorporates the JSON Specification Section Supplement available at https://www.aff.gov/documents/Json_Specification_Section_Supplement.pdf as if it was presented as full text herein.

(F) For questions about current compatibility requirements contact the AFF Program Manager by emailing affadmin@firenet.gov.
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(iii) Additional Telemetry Unit (ATU)

This section is applicable to all rotor-wing aircraft that require an ATU.

(A) Additional Telemetry Units must be powered by the aircraft's electrical system and operational in all phases of flight.

(B) The ATU must report tank/bucket open, close, gallons filled, and gallons dropped events with GPS data (Date, Time, Latitude, Longitude, Altitude, Speed, and Heading) following the data format as specified in the AFF JSON requirement at https://www.aff.gov/documents/Json_Specification_Section_Supplement.pdf. Depending on the tank or bucket system, additional data may be requested such as pump on/off and coverage level.

(C) Helicopters performing bucket operations must have a load cell system installed which provides data to the ATU. The ATU must use the difference in weight before and after water is filled or released to provide the data for gallons filled and gallons dropped events. Actuation of the bucket open switch must be used to initiate the open, close, and drop events. To prevent erroneous transmissions caused by metering loads, events may not be sent between filling the bucket and forward flight. The fill event must be based on a significant gain in weight and sent when forward flight is established. The aircraft and bucket must be configured to provide a ground to the ATU which indicates that a bucket is attached without any action required beyond installing the bucket. Type II and Type III helicopters must use the 9 Pin connector.

(D) The ATU data must be delivered to the government within two minutes from the time of the event and not interfere with any AFF position reports. A subscription service shall be maintained through the AFF or ATU equipment provider allowing AFF position reporting and ATU event data via the Government's application(s).

(E) Calibration event(s) including a fill, open, close, and calculated volume dropped shall be performed no more than seven calendar days prior to the aircraft inspection and shall be provided to the aircraft inspector. The vendor shall verify that the system is properly reporting all data correctly, specifically volume based on maximum typical contract load based on environmental conditions, and all GPS information is included per event.

(F) The vendor shall provide a completed Exhibit 33 that clearly describes their ATU system.

(G) The vendor shall verify the data is transmitting and displaying correctly on the ATU provider's website and the Government's application(s) it is required to report to.
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(H) If the ATU becomes unreliable, the system shall be returned to full operational capability within 14 calendar days after the system is discovered to be unreliable.

(iv) Transponders

Transponder systems shall meet the requirements of 14 CFR 91.215(a). Part 135 aircraft shall meet the "Mode S" requirements of 14 CFR 135.143(c). Transponder systems shall be tested and inspected every 24 calendar months as specified by 14 CFR 91.413.

(v) Altimeter and Automatic Pressure Altitude Reporting systems

Altimeter, static pressure, and automatic pressure altitude reporting systems shall be installed and maintained in accordance with the IFR requirements of 14 CFR Part 91. These systems shall be tested and inspected every 24 calendar months as specified by 14 CFR 91.411.

(vi) Reserved

(vii) Automatic Dependent Surveillance - Broadcast Out (ADS-B OUT)

ADS-B OUT systems must be approved to TSO-C154c or TSO-C166b. Aircraft operating outside of the United States must be equipped with systems approved to TSO-C166b.

(5) General Systems

(i) Reserved

(ii) Auxiliary Power Source (3 Pin)

An MS3112E12-3S type connector shall be installed and mounted in a location convenient to the passenger compartment and protected by a 5 Amp circuit breaker. Pin A shall be +28 VDC. Pin B shall be airframe ground. Pin C shall not be used. Reference FS/OAS A-16.

(iii) Bucket/Torch Connector (9 Pin)

(A) An MS3101A24-11S type connector shall be installed adjacent to the cargo hook within 12 inches. The connector must be adequately supported to prevent tension on the electrical wiring. Pin D must be airframe ground. Pin E must be +28 VDC operated with the "Bucket Open" switch on the collective and protected by a 50 Amp circuit breaker that can be manually opened and reset.

(B) The bucket open switch must be clearly labeled "Open", spring-loaded to the "Off" position, and mounted on the collective to avoid confusion with the cargo hook release. The switch must be of different design and
SECTION C
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mounted in such a way as to not easily be confused with the RPM Control (Beep switch).

(C) Helicopters performing bucket operations which require an ATU must use a permanently installed 9 Pin connector with Pin G wired to a discrete input of the ATU which is configured for a ground to signal that a bucket is connected. All bucket assemblies used with these helicopters must provide a ground to Pin G to indicate that a bucket is connected. These pins must not be jumpered on the aircraft connector. All long lines used during bucket operations must use a dedicated conductor to carry the ground for Pin G through to each end. Remote hooks must not provide a ground to Pin G.

(iv) VHF-FM Programming Ports

DB-9 type D-subminiature connectors shall be installed in a location convenient to the SIC/observer. These shall be wired for RS232 serial communication between all required VHF-FM radios and a laptop computer. Individual connectors or an FM select switch may be used. Pin 2 shall be data transmitted from the FM. Pin 3 shall be data received by the FM. Pin 5 shall be signal ground. Compatible radio front panel connectors may be used to meet this requirement if serial adapter cables are provided with the aircraft. For example TDFM 136A s/n FDA1200 and higher.

(v) GPS Data Connectors

DB-9 type D-subminiature connectors shall be installed in a location convenient to the SIC/observer. These shall be wired to receive RS232 serial data from the GPS to a laptop computer. Pin 2 shall be data transmitted from the GPS. Pin 5 shall be signal ground.

(vi) External Portable Aviation GPS Antennas

Antennas shall be TSO approved and compatible with the portable aviation GPS of the requesting unit.

(vii) Dual USB charging Ports

USB charging ports must be TSO approved, capable of providing at least 2 amps of power to each port simultaneously with an output voltage of 5 VDC and installed in a location convenient to the specified users.

(viii) Portable Electronic Device (PED) Tolerance

(A) The aircraft must be certified as tolerant to portable electronic devices (PEDs), including transmitting PEDs, in accordance with RTCA DO-307 for all phases of flight. This must be accomplished via an STC equivalent to Liberty Partners STC11071SC with configuration LP-S001-
SECTION C
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B03 and include approval for wireless intercom adapters. An appropriate supplement must be incorporated into the aircraft flight manual.

(B) The contractor must have documented procedures and training to clearly address:

- PEDs approved for use on board the aircraft
- Situations when approved PEDs can and cannot be used
- How and when PEDs must be secured or stowed
- PED modes of operation that can and cannot be used
- How and when to inform passengers of the contractor’s PED policies and procedures
- How to manage scenarios such as suspected or confirmed electromagnetic interference, PED unit or battery smoke or fire, or other scenarios

(c) Avionics Installation and Maintenance Standards

All avionics used to meet this agreement shall comply with the manufacturer’s specifications and installation instructions, federal regulations, and the following requirements.

(1) Strict adherence to the guidelines in FAA AC 43.13-1B Chapter 11 “Aircraft Electrical Systems” and Chapter 12 “Aircraft Avionics Systems” as well as FAA AC 43.13-2B Chapter 1 “Structural Data”, Chapter 2 “Communication, Navigation and Emergency Locator Transmitter System Installations” and Chapter 3 “Antenna Installation” is required.

(2) All antennas shall be FAA approved, have a Voltage Standing Wave Ratio (VSWR) less than 3.0 to 1 and be properly matched and polarized to their associated avionics system.

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

(4) Avionics installations shall not interfere with passenger safety, space or comfort. Avionics equipment shall not be mounted under seats designed for energy attenuation. In all instances, the designated areas for collapse shall be protected.

(5) All avionics equipment shall be included on the aircraft’s equipment list by model, nomenclature, and location.

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C-8 DATA, IMAGES AND VOICE RECORDINGS

All contractually required recorded data, and images and voice data collected or stored from radios, sensors, phones, cameras or other audio and image recording devices are the property of the USDA Forest Service while on contract.

This will include but not be limited to, Additional Telemetry Units, Automated Flight Following, and Operational Loads Monitoring data and data collected or stored from EO/IR sensors, any cameras, radios or other audio and video recording devices owned by the contractor, contractor representatives or the Forest Service. Use of the audio and image data outside of the scope of the contract is prohibited unless authorized in writing by the contracting officer.

C-9 RESERVED

C-10 OPERATIONS

(a) General

(1) Regardless of any status as a public helicopter operation (see Exhibit 28), 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 Agreement unless otherwise authorized by the CO. Forest Service acknowledges certain special use missions 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) The government recognizes the ever-increasing difficulty operators are encountering in hiring mission-qualified pilots. In response to this situation the government has developed provisions for contractors to conduct “On Contract” pilot operational training. This program has been designed with the intent of providing operational training opportunities to contractors seeking to upgrade pilots into new aircraft, and to provide operational training for pilots with little or no previous natural resource/wildland fire experience. Other significant conditions and restrictions are detailed in Exhibit 19. Adherence to these guidelines is critical for success of the program. See Exhibit 19.

(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.
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(6) For contracts requiring longline operations, any combination of line length may be used at the discretion of the pilot, providing the pilot card is endorsed Longline VTR and interagency policies (obstacle and tail rotor clearance etc.) are adhered to.

(7) All documents required to be with aircraft during contract period, may be stored in an electronic storage device. The storage device must have a viewing screen of at least 7 inches. If an electronic storage device is used, a paper back up for each required document must be available with the support vehicle. Examples of approved storage device are Tablet; IPAD etc. smart phones will not be acceptable.

(b) Pilot Authority and Responsibilities

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

(2) The pilot is responsible for computing the weight and balance for all flights and for assuring that the gross weight and center of gravity do not exceed the aircraft's limitations. Pilots shall be responsible for the proper loading and securing of all cargo. Load calculations (Exhibit 13, Form 5700-17/OAS-67) shall be computed and completed daily 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.

(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 shut down 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 be located in or on the aircraft in such a manner as to potentially not 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 Helicopter Manager.

(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.
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(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).

(14) During missions that involve transporting agency personnel, a HOGE power check shall be performed for either the takeoff or landing, whichever is most restrictive. This requirement applies to pinnacles, ridgelines and confined areas or any first time missions into/out of a HOGE site. Refer to the interagency helicopter pilot practical test standards and can be found at this website: https://www.fs.fed.us/fire/av_safety/promotion/Technical_Bulletins/IATB_17-01_HOGE_Power_Check_508.pdf.

(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 at all times. However, Government personnel may assist with removal and reinstallation when properly trained by the mechanic or pilot. The contractor shall maintain full responsibility to ensure the procedure is accomplished correctly.

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) External Load Operations

(1) All External Load Operations (Applicable to Cargo, Bucket and Tank operations unless specifically noted)

(i) Determine allowable payload using the Interagency Helicopter Load Calculation, appropriate HOGE-J helicopter performance charts, and current local temperature and pressure altitude.

(ii) 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 helicopters conducting external load operations shall comply with applicable Rotorcraft Flight Manual Limitations.
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(iii) 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).

(iv) For loads with a total suspended height of 50 feet or greater the pilot must be approved for longline VTR.

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

(2) Cargo Operations

(i) Use actual weight of cargo from load calculation or manifest form. Weight reduction is optional and may be calculated into jettisonable payload when agreed upon by pilot and agency personnel.

(3) Bucket Operations

(i) All Bucket Operations (Applicable to both gated and non-gated buckets)

(A) 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.

(B) Buckets and hardware shall be designed for the applicable aircraft and attached directly to the belly hook unless the pilot is approved for longline VTR.

(C) 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.

(D) Reserved

(ii) Non-gated bucket operations

(A) Partial dips are not authorized.

(B) 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.
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(C) 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.

(iii) Gated bucket operations

(A) Requires electronic hook load measuring system that provides cockpit readout of the actual weight.

(B) Partial filling is authorized, based on aircraft performance and environmental conditions.

(4) Tank Operations

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

(i) 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.

(ii) Prior to or during the helicopter's first start-up of each day, tank doors shall be checked for normal and emergency operation, to include checking the snorkel for proper operation. These operational checks should be incorporated into the aircraft's cockpit checklist. Not required in conditions that present potential damage to tank or snorkel system.

(iii) Items awarded as tanked aircraft may replace tank with water bucket when requested by the government due to firefighting suppression tactics, this should be documented and CO/COR notified.

(f) Reserved

(g) Dual Controls

Dual controls- Dual controls are required and shall be made accessible to an approved agency helicopter inspector pilot (HIP) for all pilot performance evaluations. During flight operations the front seat not occupied by a pilot may only be occupied by a helicopter manager or an authorized crewmember briefed by the PIC or HMGB. For type 3 aircraft, the dual controls shall be removed except during pilot evaluation, unless aircraft type certification prevents controls from being removed.

(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 NWCG Standards for Aviation Transport of Hazardous Materials (PMS 513). A copy of the current Special Permit and handbook/guide and DOT Emergency Response Guide (ERG) shall be aboard each aircraft operating under the provisions of this Special Permit and can be found at this website: https://www.nwcg.gov/sites/default/files/publications/pms513-fs-dot-sp-9198.pdf
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(2) It is the responsibility of the Contractor to ensure that Contractor employees have received training in the handling of hazardous materials. Documentation of this training shall be retained by the company in the employee’s records and made available to the Government as required. The training, A-110 is available at this website: https://www.iat.gov/.

(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) and procedures (i.e. 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 Agreement 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).

(e) For more information go to https://www.nwcc.gov/publications/444.

An SPCC plan is required to be in each FSV used on this agreement regardless of bulk storage container (tank) size. See Exhibit 8.

C-12 PERSONNEL

(a) General

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

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

(4) Vendor-QA/Evaluation/Safety checks may be conducted.

(b) Pilot Approvals and Qualifications

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

(2) PIC's shall pass a flight evaluation within a 36 month period. The government retains the right to conduct a QA/Standardization evaluation at any time. The HIP will be accounted for in the W&B and load calculation just as they would for any evaluation flight. The evaluation will be conducted in accordance with the Interagency Helicopter Practical Test Standards (http://www.nifc.gov/aviation/av_documents/av_helicopters/IHPPTS.pdf) and per the contract 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 http://www.nifc.gov/aviation/av_helicopters.html (Helicopter Pilot Qualifications and Approval Record). 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).

(4) Reserved

(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 helicopters by the Chief Pilot (as applicable).

(4) Written evidence of qualification to meet 14 CFR 133.

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(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) 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 18. 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 Agreement.

(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

<table>
<thead>
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<th>Total Time</th>
<th>1,500</th>
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</table>

Pilot-in-command hours:

<table>
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<th>Total Pilot-in Command (Helicopter)</th>
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*Flight hour requirements may be reduced by 50% if the pilot submits evidence of satisfactory completion of the manufacturer's approved pilot ground and flight procedures training in the applicable make and model or FS/OAS-accepted equivalent training (accepted equivalency applicable to Type II Helicopters Only).

**The contractor may request that this pilot flight hour requirement be waived for a pilot under special circumstances; however, the waiver may or may not be granted. The contractor should contact the Contracting Officer in advance of this need for additional information on this process. No other pilot qualification exceptions will be considered by the Government.

***Weight class is defined as:
Small aircraft – aircraft of 12,500 or less, maximum certificated takeoff weight
Large aircraft – aircraft of more than 12,500 pounds, maximum takeoff weight

Additional Special Mission Requirements:

BOA 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*

*Mandatory for Type I, II & III Exclusive Use and Type I & II CWN Pilots. 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. Experience operating outside the United States may be considered “Mountain Flying” providing it is conducted in mountainous regions defined as 2000 feet above surroundings containing long slopes, deep valleys, and high ridges. 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 Optional for CWN Type III Pilots

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

(g) Reserved

(h) Mechanic Qualifications

(1) The mechanic shall have a valid FAA mechanic certificate with airframe and power plant ratings, and shall have held the certificate for a period of 24-months. The mechanic shall have been actively engaged in aircraft maintenance as a certificated mechanic for at least 18-months out of the last 24-months. **OR** A mechanic may qualify by meeting one of the following.

   (i) The mechanic shall have a valid FAA mechanic certificate with airframe and power plant ratings, and shall have held the certificate for a period of 12 months. The mechanic must show evidence of Four years military experience of aircraft maintenance training and qualification as a Technical Inspector for Airframe or Power Plants.

   (ii) The mechanic shall have a valid FAA mechanic certificate with airframe and power plant ratings, and shall have held the certificate for a period of 12 months. The mechanic must then have held the foreign equivalent with both ratings for a period of 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. The mechanics must have documented training in the following: company policies and procedures, company operations procedures, maintenance procedures, contract requirements and SMS.

(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 agreement has met the minimum certification, training, and experience qualifications of this section. The Aircraft Mechanic (Helicopter) Qualifications Form can be found in Exhibit 20 of the agreement.
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(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 Agreement, including any optional periods. 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.

(3) The FSV driver must have documented training in the following: company policies and procedures, company operations procedures, maintenance procedures, contract requirements and SMS.

C-13 CONDUCT AND REPLACEMENT OF PERSONNEL

(a) Performance of Agreement 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 Agreement 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 COR/HP/AMI may suspend after conferring with the CO, 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
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revocation by another government agency. Documentation of the suspension shall be provided to the CO.

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

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

(d) When a pilot/mechanic is suspended, and when requested, the interagency pilot/mechanic qualification card(s) shall be surrendered to the CO or authorized Government representative. 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 agreement awarded performance after receipt of agreement modification by the Contracting Officer. A agreement modification shall only be provided after the contractor has submitted documentation for the substitution helicopter equal to the information originally submitted for the awarded helicopter. 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) Flight limitations. Flight crewmembers shall be subject to the following flight hour limitations:

(1) 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
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(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.

(2) Pilot flight hour computations shall begin at lift-off 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.

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

(4) Flight time shall not exceed a total of 42-hours in any 6-consecutive days. Pilots accumulating 36 or more flight hours in any 6-consecutive duty-days shall be off duty the following one calendar day for rest, after which a new 6-day cycle will begin.

(b) Duty Limitations. Flight crewmembers shall be subject to the following duty limitations:

(1) Assigned duty of any kind shall not exceed 14-hours in any 24-hour period. 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) The pilot shall be given a minimum of 10 consecutive hours of rest (off duty) prior to any duty assigned duty period.

(3) Pilots shall be have two (2) calendar days of rest (off duty) during any 14 consecutive duty days. Various work schedules are acceptable as per Section B. The compliment of contract 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)

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

(5) Duty includes flight time, ground duty of any kind, and standby or alert status at any location.

(c) 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. When a notice is issued the government representative will provide a copy of the notice and the procedures for exemptions. Payment for a non-flight day will either be at the daily availability rate or the hourly stand-by rate as applicable.

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

(f) Relief, additional, or substitute pilots reporting for duty under this Contract shall furnish a record of all duty and all flight hours during the previous 14-days to the helicopter manager upon arrival.

(g) 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-42 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.

(h) 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 unless a 14 on 14 off work schedule is approved by the contracting officer under B-7 “Other.” 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.

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

(i) 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.
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(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 the COR with a copy of all reports required to be submitted to the FAA in accordance with 14 CFR that relate to pilot and maintenance personnel performance, aircraft airworthiness or operations. The Contractor will submit an FAA Form 8010-4, Malfunction or Defect Report, or file electronically in the FAA’s Service Difficulty Reporting (SDR) system any maintenance deficiency identified in 14 CFR Part 21.3(c), 135.415, 135.417 or as requested by the government for what it considers a significant discrepancy.

(b) Following the occurrence of a mishap, the CO or designated representative will evaluate whether noncompliance or violation of provisions of the contract have occurred.

(c) The Contractor shall develop, maintain and utilize a Safety Management System (SMS) 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 contract. When the CO, in conjunction with the agency Aviation Safety Manager determines the safety programs do not adequately promote the safety of operations, the Government may terminate the contract for cause as provided in the “Contract Terms and Conditions” when factors indicate a lack of compliance. Examples of such termination causal factors are (1) personnel activities, (2) maintenance, (3) safety and risk management, and (4) compliance with regulations.

(d) The Contractor shall fully cooperate with the CO in the fulfillment of this clause. The CO may suspend performance of this contract work, during the evaluation period used to determine cause as stated above. Upon request of the government, the contractor will provide copies of pertinent records and data (CVR, FDR, OLMS, etc).

(e) The Aviation Safety Communique (SAFECOM) database fulfills the Aviation Mishap Information System (AMIS) requirements for aviation mishap reporting for the US Forest Service and the Department of Interior agencies. Categories of reports include incidents, hazards, maintenance, and airspace. The system uses the SAFECOM form to report any condition, observation, act, maintenance problem, or circumstance with personnel or the aircraft that has the potential to cause an aviation-related mishap. Contractors are to use this system to report while on contract to the USFS.

The SAFECOM system is not intended for initiating punitive or disciplinary actions and is not to be used for claims or contract evaluation /determination purposes. The goal of the SAFECOM system is to create a reporting culture that encourages open and honest reporting that improves the safety of aviation operations. SAFECOMs should be utilized in tailgate safety sessions, after action reviews, and briefings only after they have been properly managed through the system.

Submitting a SAFECOM is not a substitute for “on-the-spot” correction(s) to a safety concern. It is imperative that safety issues be addressed at the local level as well as being documented in a SAFECOM. SAFECOM managers at all levels may have additional corrective actions and input.

SAFECOM managers at all levels are responsible for protecting personal data and sanitizing SAFECOMs prior to any distribution and/or posting to the public. The SAFECOM system contains Personal Identifiable Information (PII) which is subject to the Privacy Act of 1974, 5
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U.S.C. § 552a that must be protected and safeguarded. In the event of an accident, NTSB law 49 CFR 831.11 & 831.13 which respectively, specify certain criteria for participation in NTSB investigations and limitations on the dissemination of investigation information applies.

In order for SAFECOMs to be effective as an accident prevention tool, they must be reported as soon as possible to the agency with operational control of the aircraft at the time of the event. SAFECOMs can be submitted online at www.safecom.gov or via phone at 888-464-7427. Hard copies of the OAS-34/FS-5700-14 form can be faxed to OAS at 208-433-5007; USFS at 208-387-5735 or submitted through the Unit/Forest Aviation Officer.

(f) Contractors Stand-Down or Deactivation

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

(2) The Contractor shall also notify the Contracting Officer by telephone, followed up with a written notification (email or letter) to the Contracting Officer of the planned reactivation date for each of the affected aircraft. The Contractor's verbal and written notifications shall include the tail number(s) of all of the reactivated aircraft, the rationale/corrective action plan (if applicable), and the date(s) of the reactivation(s).

(3) Once a Contracting Officer has been officially notified of, a Contractor implemented stand-down and/or deactivation, the Contracting Officer shall notify the appropriate Government officials accordingly.

C-18 MISHAPS

(a) Reporting

(1) While operating under this contract the contractor must immediately, and by the most expeditious means available, notify the NTSB AND the appropriate agency Aviation Safety Manager (ASM) when an "Aircraft Accident" or NTSB reportable "Incident" occurs.

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

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

(b) Forms Submission

(1) Following an "Aircraft Accident" or when requested by the NTSB following notification of a reportable "Incident," the Contractor must provide the agency Air Safety Investigator with information necessary to complete a NTSB Form 6120.1/2 "Pilot/Operator Aircraft Accident Report".

(2) Reserved
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(c) Wreckage Preservation

(1) The Contractor shall not permit removal or alteration of the aircraft, aircraft equipment, including fuel servicing vehicles (fuel samples), support trailers/vehicles and equipment or records following an "Aircraft Mishap" 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. Upon request of the government, the contractor will provide copies of pertinent records and data (CVR, FDR, OLMS, etc.) following a mishap.

(2) Reserved

(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 Contract. Further, the Contractor fully agrees to cooperate with the USFS during an investigation and make available personnel, personnel records, aircraft records, and any equipment, damaged or undamaged, deemed necessary by the USFS. Following a mishap, the Contractor shall ensure that personnel (Pilot, mechanics, etc.) associated with the aircraft will remain in the vicinity of the mishap until released by the CO.

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.


(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).
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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

(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), normally worn around the neck and over the shoulders only, shall be worn by each individual on board the helicopter when conducting operations beyond power-off gliding distance to shore, and during all bucketed or tanked firefighting operations. Personal flotation devices that are normally worn around the waist, which need to be pulled up and over the helmet for use, are not permitted. Acceptable personal flotation devices types are; normally worn around the neck and over the shoulders, must be CO2 cartridge deployable, and have a manual inflation valve installed. Personal flotation devices will be serviced annually per manufacture recommendation for damage, operation, and condition.

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

(f) Contractor will provide USFS approved personal fire shelters (spec. 5100-606) for all contractor personnel covered under this contract. See NFES 2710: https://www.fs.fed.us/t-d/pubs/pdfpubs/pdf03512803/pdfs0352803dpi72pt01.pdf. Instruction in the use of shelter deployment shall be completed and documented by the contractor and verified by the Helicopter Manager. Shelter deployment training shall be completed yearly. The condition and care of the shelter will meet USFS standards. Fire shelter shall be on-board the helicopter at all times.
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while under contract and included in the equipped weight (8 lbs). Ground crews shall have fire
shelters readily available for use if needed. FSV driver will have readily accessible in FSV a
USFS approved fire shelter.

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 agreement and any renewal thereof, an inspection of the contractor's
equipment and personnel will be made prior to any use. Inspections may be scheduled by
mutual agreement between the Contracting Officer and the Contractor. Inspection priority and
determination of need shall be at the government’s discretion. The inspection will take place at
the contractor’s facility 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
certificate number will be recorded. The list shall be similar to that shown in AC 43-9c, 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 43-9c, 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 Agreement, 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
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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/Agreement

      (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 Agreement, 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 0r OAS Form 64B)**

      (ii) Completed “Flight Hour Requirements & Experience Verification with form.”
      (See Exhibit 18)

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


      (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”
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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 agreement)

Completed “Pilots Qualifications and Approval Record”. (USFS Form FS-5700-20a or OAS Form 64B)

(xiii) Prior to receiving an interagency “Pilot Qualification Card”, all helicopters 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, BOA requirements, etc.

(B) Aircraft Ground Training; 2.0 hour Minimum
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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

(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. Evaluations will be conducted in the Make and Model furnished for the contracts. If the contractor requests additional make and model approvals, the pilot must be qualified in accordance with C-12 and must pass an evaluation flight in the additional aircraft if any of the items below apply:

(1) Initial carding in Make and Model

(2) Initial carding in type (type I, II, or III)

(3) Initial carding in that seating position (left to right or right to left)

(4) Interagency approval for make and model has lapsed by more than 12 months.

(5) Required by the Helicopter Inspector Pilot, or Contracting Officer

(c) The Contractor shall ensure that a set of fully operational dual flight controls are installed in the aircraft during all pilot evaluation flights.
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(d) The Contractor will not be charged for the costs incurred by the Government on the initial pre-use inspection.

(e) Discrepancies noted during a CWN inspection must be corrected within 30 calendar days, if the discrepancies are not corrected within 30 days a complete re-inspection will be required.

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/Regional Maintenance Inspector.

C-23 INSPECTIONS DURING USE

(a) At any time during the agreement period the CO may require, but is not limited to inspections/weighing/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/Regional Maintenance Inspector 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 BASIC ORDERING AGREEMENT

This basic Ordering Agreement will be in effect for up to four years from date of award. 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 day’s written notice.

C-25 AUTHORIZED ORDERING ACTIVITIES

(a) 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.

(b) 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
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and allowable payload for each helicopter on agreement. 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 precedence over other factors including cost when ordering helicopters.

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

(3) It is the contractor's responsibility to keep the aircraft desk at NICC informed (or GACC for Type III helicopters) on the location and availability of their helicopter(s) for fire and project assignments. The Phone number at NICC is 1-208-387-5400 or for flight following 1-800-994-6312. If the contractor has not kept NICC currently informed on the location and status of the aircraft they will be considered not available for work under the agreement.

(c) 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.

(d) Assigned Work Location(s)

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

(e) 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-26 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 plan: 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 and document a contingency plan for the operational area to identify 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 Helicopter Manager after conferring with the COR at a minimum and may be adjusted from day-to-day. Once Standby begins, the standby
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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 an initial attack dispatch within 15-minutes unless an alternate response time is established by the PI/COR.

Dispatches that require extended flight planning due to non-local mobilization shall be able to respond with 60 minutes unless otherwise established the PI/COR.

(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/COR 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/COR 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/COR has approved release of the Contractor’s personnel in advance. Service shall be recorded as fully available provided the CO has approved release of the Contractor’s personnel in advance.

(5) Reserved

C-27 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 Agreement. 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 Agreement when the conditions in C-16 Flight and Duty Limitations occur.

(b) The Government may exercise its right to terminate for cause if there is unavailability in excess of three (3) full, consecutive calendar days or occurrence of unavailability during ten (10) percent of the total days in the Availability Period.
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(c) Unavailability status will continue until the deficiency is corrected. It is the Contractor's responsibility to inform the CO/COR 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.

When any unscheduled maintenance or repairs are performed for mechanical or equipment deficiencies, a DOI/USFS approved Maintenance Inspector and the Contracting Officer will be notified for "return to contract availability", before the aircraft may again be allowed to fly under the contract. Depending on the complexity of the maintenance or repair, "return to contract availability" may be given by electronic or verbal means.

Do not return aircraft having mechanical or equipment deficiencies to "contract availability" until the aircraft has been approved by an authorized aircraft inspector.

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

C-28  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 http://www.fs.fed.us/business/abs "Getting Started" for instructions and more information.

(b) Services received by the Department of the Interior

(1) The Contractor's pilot in command (PIC) and the appropriate Government representative in the field must complete and sign an Aircraft Use Report (AUR), AMD-23/23E or other form as directed by the DOICO that documents the daily services.

(2) Upon completion of flight services, in accordance with paragraph (b) (2)(ii), an electronic report will be initiated by the Contractor in the Aviation Management System (AMS) or other electronic system as directed by the DOICO that documents the daily services recorded on the signed AMD-23/23E or other form as directed by the CO. The
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AMS website address is: https://ams.nbc.gov/maximo. Hard copies of the signed Aircraft Use Report(s) are to be uploaded/attached to the electronic report created in AMS.

(i) All services to include flight time, daily availability and other authorized charges or deductions incurred under a DOI task order shall be recorded and submitted in AMS.

(ii) Aircraft Use Reports may be submitted no sooner than every two weeks or upon release from a fire incident or project if less than two weeks. Services provided and related charges must be shown on a daily basis.

(iii) Similar to the USDA, funding for wildland fire suppression is obligated after it has been input into AMS and validated by a Contracting Officer. Upon completion of the first fire suppression activity, the task order will be obligated and executed and sent to the vendor. The same task order number will be used for subsequent assignments and funds will be obligated and executed as above.

(3) Once the contractor receives the email with the obligated task order, the contractor will submit electronically their invoice through the U.S. Department of the Treasury's Invoice Processing Platform (IPP). The IPP website address is: https://www.ipp.gov. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

(i) Under the DOI order, the following documents are required to be submitted as attachments to the IPP invoice:

(A) Completed AUR’s, (AMD Form 23/23E) or other form as directed by the DOI CO documenting daily services provided under the contract/order. The AUR or other form as directed by the DOI CO must be signed by the appropriate representatives of the Contractor and Government.

(B) Documentation required by the contract to support additional pay items (i.e. transportation worksheets, receipts, etc.).

(4) Questions for services received by the Department of The Interior should be directed to the DOI/AQD Contracting Office at 208-433-5035 or after hours at 571-328-9670.

C-29 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-30 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-31 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 Helicopter Manager/COR 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.

C-32 PAYMENT FOR PROJECT USE

(a) Daily Availability Rate plus Specified Flight Rate Method
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(1) The Contractor will be paid for availability and flight in accordance with C-30, Payment for Flight and C-31, Payment for Availability.

(2) Unavailability will be deducted in accordance with C-27, Unavailability.

(3) Any additional payments will be made in accordance with C-43, Miscellaneous Costs to the Contractor.

OR

(b) "For non-fire suppression missions, Project Flight Rate may be used"

(1) Services may be ordered for short periods of time (normally 1-day or less) to accomplish project work.

(2) When service is ordered under the Project Flight Rate specified in the Schedule of Items, payment will be made only for actual flight time performed. Daily availability rate is not applicable. When the Optional Use Flight Rate is in effect and when the project extends for more than 1-day, incurred Remain-Over-Night (RON) costs will be reimbursed in accordance with the Federal Travel Regulations (FTRs).

(3) Services may also be ordered under the Daily Availability Rate specified in the Schedule of Items, plus the flight rate specified (Exhibit 12, Helicopter Services Hourly Flight Rates, Fuel Consumption, and Weight Reduction Chart). For CWN, when Daily Availability payment is used, RON fees are not applicable.

(4) The method of payment shall be established prior to the start of the project. The selected method of payment will be used for the duration of the project.

(5) Reserved

(6) Reserved

(c) Ferry time of aircraft to and from the point of hire from the Contractor’s base of operations or current aircraft location, whichever is closer, will be paid at the applicable flight rate. If a fuel servicing vehicle is required, mileage to and from the point of use from the Contractor’s base of operations or current location that the fuel servicing vehicle is stationed, whichever is closer, will be paid at the rates stipulated in C-38, Payment for Fuel Servicing Vehicle Mileage.

C-33 RESERVED

C-34 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 Agreement 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.
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(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-35 REIMBURSEMENT FOR MOBILIZATION AND DEMOBILIZATION COSTS

(a) During mobilization and demobilization on any day in which flight is performed, no daily Availability is earned, and flight crew are required to remain overnight to and/or from point of hire, a lump sum of $500 per authorized crew member will be paid.

(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 Contract. 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 6500-122 or DOI Flight AUR (Aircraft Use Report) or AMD 23/23E. 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 reimbursement claims will be supported by itemized receipts which must be included with the Invoice/OAS-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) Aircraft released from the Assigned Work Location, demobilization costs paid back to the original point-of-hire. Prior to the aircraft departing, the manager shall coordinate with the pilot and demobilization costs estimated and paid as they actually occur.

(j) Should an aircraft relocate somewhere other than the original point-of-hire, demobilization costs will only be paid from the last assigned work location back to the original point-of-hire. If an aircraft does not return to the original point-of-hire but to another location, demobilization costs paid to either the original point-of-hire or final destination whichever is closer.
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(k) Once an aircraft reaches its final destination whether point-of-hire, home base, or other location the pilot will relay the final demobilization numbers either to the manager or COR to close out the invoice.

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

C-36 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-37 LODGING & MEALS

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

C-38 PAYMENT FOR FUEL SERVICING VEHICLE MILEAGE

(a) A fuel-servicing vehicle is required for all fire support and non-fire project 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) For CWN or outside the Exclusive Use MAP period, 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) For Exclusive Use the fuel-servicing vehicle will be paid mileage when it is dispatched by the Government to give service support to helicopters away from the host base as follows. Any RON related travel is excluded.

Vehicle Mileage Schedule

$4.43 per mile - where the carrying capacity of aircraft fuel is 1,500 gallons or more

$3.20 per mile - where the carrying capacity of aircraft fuel is at least 750 gallons to 1,499 gallons

$2.47 per mile - where the carrying capacity of aircraft fuel is at least 350 gallons to 749 gallons

$1.73 per mile - where the carrying capacity of aircraft fuel is less than 350 gallons
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C-39 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 Agreement 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-40 PAYMENT FOR FOAM CONCENTRATE

(a) Reserved

(b) Any wildland fire chemicals used by the Contractor shall be on the list of approved Wildland Fire Chemicals found at the following website: https://www.fs.fed.us/rm/fire/wfcs/index.htm.

C-41 RELIEF CREW APPROVAL AND PAYMENT

(a) The Contractor may furnish a relief crew to meet the days off requirement in accordance with C-16 Flight Hour and Duty Limitations. 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 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 agreement before relief costs are authorized for payment.
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C-42 PAYMENT FOR OVERNIGHT ALLOWANCE

No payment for CWN personnel is authorized.

C-43 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 Contract may be reimbursed at actual cost when approved by the CO. Examples of such items are airport landing fees, hanger fees (inclement weather), airport use costs (tie-downs) while at the designated or alternate base 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-44 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 Agreement administration duties and authority:

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

(b) Administer helicopter services as provided in the agreement.

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

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

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

(f) Coordinate temporary substitutions of helicopter(s) and pilot(s) with the CO.

(g) Initiate and sign correspondence and other agreement administration documents over the title "Helicopter Manager."

(h) Maintain Daily Diary of agreement activities.
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(i) 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.

(j) Document and verify reasonable transportation costs for ordered additional personnel.

(k) Establish daily schedules.

(l) Approve authorized breaks.

(m) Review the Helicopter Data Record for Inspection and Approval currency.

(n) Review the Pilot’s and Mechanics Interagency Qualification Card(s) for currency and qualifications.

(o) Complete and submit Performance Report (Exhibit 15, Performance Report).

(p) Review Contractor Power Trend Analysis Graph.

(q) 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:

(1) FAA approved passenger or crew seat with available restraint system as per C-4 (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.

(2) Authorization to ride in a Standard Category Heavy (Type I) Helicopter will be noted on the Aircraft Approval Form (Aircraft Data Card).

(3) Helicopter Managers shall not ride in helicopters certified as Restricted Category aircraft.

(r) Discuss, develop and document an Inclement Weather Plan (IWP), reference C-26 (a) (1).

C-45 DEFINITIONS

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

Additional Personnel: Additional personnel specifically ordered by the CO where it is to the Government’s advantage to have additional availability of the 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 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.
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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 agreement period and not affected by changes in fuel prices. Adjustments to the base cost will be made annually by the CO.

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

Cargo: Any material thing carried by the aircraft.

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.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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:

Standard Category 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 agreement (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.

Restricted Category 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 agreement (i.e., including but not limited to survival kit, rappel anchor, first aid kit). Includes 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 agreement (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.


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."

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

Flight Rate: The agreement 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.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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.

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.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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.


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. 558b-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.

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.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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.

Portable Electronic Device: Any kind of electronic device, typically but not limited to consumer electronics, brought on board the aircraft that is not permanently installed and part of the approved aircraft configuration. Electrical energy can be provided from internal sources, such as batteries, an aircraft power source or both. This includes transmitting PEDs (T-PEDs).

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.

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: Use 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,
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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.

Type I (Heavy) Helicopter: A helicopter with a certified internal gross weight of over 14,001 pounds. Under the ICS helicopter typing system, a heavy helicopter is a Type 1 helicopter and has 10 + passenger seats (unless restricted category). Based on the KMAX limited use and its payload being over 5000 lbs it is considered a Type 1.

Type II (Medium) Helicopter: A helicopter with a certified internal gross weight between 7,001 and 14,000 pounds. Under the ICS helicopter typing system, a medium helicopter is a Type 2 helicopter and has 9 or less passenger seats (unless restricted category).

Type III (Light) Helicopter: A helicopter with a certified internal gross weight of less than 7,000 pounds. Under the ICS helicopter typing system, a light helicopter is a Type 3 helicopter and has 9 or less passenger seats.

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.
### SECTION C
### DESCRIPTION/SPECIFICATIONS/EXHIBITS


### C-46  ABBREVIATIONS/ACRONYMS

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A&amp;P</td>
<td>Airframe &amp; Powerplant (Mechanic)</td>
</tr>
<tr>
<td>ABS</td>
<td>Aviation Business Systems</td>
</tr>
<tr>
<td>AC</td>
<td>Advisory Circular</td>
</tr>
<tr>
<td>AD</td>
<td>Airworthiness Directive</td>
</tr>
<tr>
<td>AFF</td>
<td>Automated Flight Following</td>
</tr>
<tr>
<td>AOBBD</td>
<td>Air Operations Branch Director</td>
</tr>
<tr>
<td>ASC</td>
<td>Albuquerque Service Center</td>
</tr>
<tr>
<td>ASP</td>
<td>Aviation Safety Plan</td>
</tr>
<tr>
<td>ATC</td>
<td>Air Traffic Control</td>
</tr>
<tr>
<td>ATCO</td>
<td>Air Taxi/Commercial Operators</td>
</tr>
<tr>
<td>BOA</td>
<td>Basic Ordering Agreement</td>
</tr>
<tr>
<td>CAB</td>
<td>Civil Aeronautics Board</td>
</tr>
<tr>
<td>CG</td>
<td>Center of Gravity</td>
</tr>
<tr>
<td>CO</td>
<td>Contracting Officer</td>
</tr>
<tr>
<td>CFR</td>
<td>Code of Federal Regulations</td>
</tr>
<tr>
<td>COR</td>
<td>Contracting Officer's Representative</td>
</tr>
<tr>
<td>COTR</td>
<td>Contracting Officer's Technical Representative</td>
</tr>
<tr>
<td>CPARS</td>
<td>Contractor Performance Assessment Reporting System</td>
</tr>
<tr>
<td>CVR</td>
<td>Cockpit Voice Recorder</td>
</tr>
<tr>
<td>CWN</td>
<td>Call-when-Needed (Agreement)</td>
</tr>
<tr>
<td>DOI</td>
<td>Department of the Interior</td>
</tr>
<tr>
<td>DOT</td>
<td>Department of Transportation</td>
</tr>
<tr>
<td>ELT</td>
<td>Emergency Locator Transmitter</td>
</tr>
<tr>
<td>EPA</td>
<td>Environmental Protection Agency</td>
</tr>
<tr>
<td>ETA</td>
<td>Estimated Time of Arrival</td>
</tr>
<tr>
<td>FAA</td>
<td>Federal Aviation Administration</td>
</tr>
<tr>
<td>FAO</td>
<td>Forest Aviation Officer</td>
</tr>
<tr>
<td>FSD</td>
<td>Fire Applications Support Desk</td>
</tr>
<tr>
<td>FAR</td>
<td>Federal Acquisition Regulations</td>
</tr>
<tr>
<td>FDR</td>
<td>Flight Data Recorder</td>
</tr>
<tr>
<td>FPMR</td>
<td>Federal Property Management Regulations</td>
</tr>
<tr>
<td>FSS</td>
<td>Flight Service Station</td>
</tr>
<tr>
<td>GPM</td>
<td>Gallons-Per-Minute</td>
</tr>
<tr>
<td>HIP</td>
<td>Helicopter Inspector Pilot</td>
</tr>
<tr>
<td>HOS</td>
<td>Helicopter Operations Specialist</td>
</tr>
<tr>
<td>IATB</td>
<td>Interagency Airtanker Board</td>
</tr>
<tr>
<td>ICAO</td>
<td>International Civil Aviation Organization</td>
</tr>
<tr>
<td>IFR</td>
<td>Instrument Flight Rules</td>
</tr>
<tr>
<td>IMC</td>
<td>Instrument Meteorological Conditions</td>
</tr>
<tr>
<td>MAP</td>
<td>Mandatory Availability Period/Availability Period</td>
</tr>
<tr>
<td>M&amp;IE</td>
<td>Meals and Incidental Expenses</td>
</tr>
<tr>
<td>MSL</td>
<td>Mean Sea Level</td>
</tr>
<tr>
<td>NTSB</td>
<td>National Transportation Safety Board</td>
</tr>
<tr>
<td>NOTAM</td>
<td>Notice to Airmen</td>
</tr>
<tr>
<td>OAS</td>
<td>Office of Aviation Services</td>
</tr>
<tr>
<td>OLMS</td>
<td>Operational Load Monitoring System</td>
</tr>
</tbody>
</table>
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

PA       Public Address System
PASP     Project Aviation Safety Plan
PED      Portable Electronic Device
PIC      Pilot-in-Command
PTT      Push-To-Talk
RADS     Rope Assisted Delivery System
RAO      Regional Aviation Officer
RASM     Regional Aviation Safety Manager
RON      Remain-Over-Night
SIC      Second-in-Command/Co-Pilot
SPCC     Spill Prevention, Control and Countermeasure Plan Requirements
STC      Supplemental Type Certificate
TAS      Traffic Advisory System
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
EXHIBIT 1 - FIRST AID KIT AERONAUTICAL (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:

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Passenger Seats (0 – 9)</th>
<th>Passenger Seats (10 – 50)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adhesive bandage strips (3 inches long)</td>
<td>8</td>
<td>16</td>
</tr>
<tr>
<td>Antiseptic or alcohol wipes (packets)</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>Emergency trauma dressing, 4 inch x 2'</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>Triangular bandage, 40 inch (sling)</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>Roller bandage, 4 inch x 5 yards (gauze)</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>Adhesive tape, 1 inch x 5 yards (standard roll)</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>EMT trauma shears 51/2&quot;</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Body Fluids Barrier Kit:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2-pair of latex gloves</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1-face shield</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1-mouth-to-mouth barrier</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1-protective gown (optional)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2-antiseptic towelettes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1-biohazard disposal bag</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Combat Application Tourniquet (C-A-T) (optional)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:** Splints are recommended if space permits.

The kit's contents which have expiration dates shall not be acceptable if past their expiration dates.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

The contents shall include the following minimum items:

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

Suggested Survival Kit Items Dependent Upon Terrain and Climate:

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

**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.

The kit's contents which have expiration dates shall not be acceptable if past their expiration dates.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 3 - ALASKA, CARIBBEAN, CANADA, AND MEXICO SUPPLEMENT (C-1, C-7, 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:

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

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:

<table>
<thead>
<tr>
<th>Item</th>
<th>Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pair of Snowshoes (1)</td>
<td>Sleeping bag per two occupants (1)</td>
</tr>
<tr>
<td>Wool blanket or equivalent for each occupant over 4-years of age (1)</td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT 3 - ALASKA, CARIBBEAN, CANADA, AND MEXICO SUPPLEMENT (C-1, C-7, C-33)
(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:

<table>
<thead>
<tr>
<th>Avgas</th>
<th>Jet Fuel</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
<td>Jet A</td>
</tr>
<tr>
<td>100LL</td>
<td>Jet A-50</td>
</tr>
<tr>
<td></td>
<td>Jet B</td>
</tr>
<tr>
<td></td>
<td>Jet-4 or JP-5 or JP-8</td>
</tr>
</tbody>
</table>

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.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 3 - ALASKA, CARIBBEAN, CANADA, AND MEXICO SUPPLEMENT (C-1, C-7, C-33)
(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 agreement 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.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 3 - ALASKA, CARIBBEAN, CANADA, AND MEXICO SUPPLEMENT (C-1, C-7, C-33) (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

The kit's contents which have expiration dates shall not be acceptable if past their expiration dates.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 4 - RESTRANT 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-C22g. Restraint system eligible for installation in aircraft may be identified by the marking TSO-C22g, 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:

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<th>Webbing</th>
<th>Hardware</th>
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References:

14 CFR 91.205
14 CFR 21.607
AC 21-34
TSO-C22g
TSO-C114
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

NOTE 1: For Tank Operations reference C-10 (e) (4)

NOTE 2: There will be NO on-board mixing of wildland fire chemicals on Forest Service owned, contracted, chartered or leased aircraft.

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

One (1) externally/externally mounted baffled, fixed suppressant/retardant delivery tank. With a capacity commensurate with the maximum related lifting capability of the helicopter equipped with the tank at sea level on a standard day, meeting or exceeding the following specification:

(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) (Not required for hover draft operations.)

(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.

(4) Controls (All controls for tank system shall be labeled as to function.)

(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 unless tank STC requires a different switch location.

(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-
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

seconds. This system shall use mechanical, pneumatic, or fluid pressure for operation.

EXHIBIT 5 - ADDITIONAL SUPPRESSION/PRESCRIBED FIRE EQUIPMENT (C-4 (d) (7), C-4 (d) (18), C-10 (e)) (Continued)

(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) Reserved

(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.

(6) Type III helicopters

(i) 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.

(ii) Extended Height landing gear that ensures a minimum of 12 inches clearance between the 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.

(7) For Type II Standard Category helicopters

(i) Snorkel will be removable.

(ii) Snorkel assembly will be Supplemental Type Certificated (STC) to allow for personnel transport with the snorkel in the stowed position during day time operations.
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EXHIBIT 5 - ADDITIONAL SUPPRESSION/PRESCRIBED FIRE EQUIPMENT (C-4 (d) (7), C-4 (d) (18), C-10 (e)) (Continued)

(8) For Type I helicopters

(i) Tanked aircraft will display the last three numbers/letters of the aircraft registration on both sides of the aircraft. Numbers/letters will be high visibility/contrasting colors and a minimum 32 inches high and 5 inches wide. Number placement on the aircraft sides should give high consideration to visibility from the ground. If there is a duplication in Aircraft Identifier for substitute aircraft and/or if a fixed external tank is replaced or moved to a different airframe, contact your CO for direction.

Example: N282CL will display 2CL

(b) Suppressant Equipment

(1) 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.

(2) 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.
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DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 5 - ADDITIONAL SUPPRESSION/PRESCRIBED FIRE EQUIPMENT (C-4 (d) (7), C-4 (d) (18), C-10 (e)) (Continued)

(B) 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)  4,500 lbs to 30,000 lbs or greater
   Type II (Medium) 1,600 lbs to 4,500 lbs
   Type III (Light)  750 lbs to 1,600 lbs

(C) 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.

(D) 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.

(E) Maintenance and Inspections

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

<table>
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</tbody>
</table>

(b) One black and one white blade.

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

(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 - RESERVED
SECTION C
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EXHIBIT 8 - FUEL SERVICING EQUIPMENT REQUIREMENTS

(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 possess current USFS or USD-OAS inspection documentation.

(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 must meet DOT requirements.

(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.

(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 FSV. 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 or insulated ignition system, Forest Service approved spark arrester 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) FSV shall have deadman controls designed to allow operation while wearing gloves and be held for the time needed. A pistol grip deadman device at the end of the nozzle or an electronic control to stop the pump is acceptable.

(12) FSV shall have most current version of the Emergency Response Guidebook (ERG) on FSV either electronic or hardcopy.
(b) Equipment

(1) Each aircraft fuel servicing tank vehicle shall have two fire extinguishers, each having a rating of 20-B: C (more than 20 is acceptable) with one extinguisher mounted on each side of the vehicle. Extinguishers shall comply with NFPA 10 Standards for Portable Fire Extinguishers.

**Note:** FSV inspected after 1 January 2022 shall comply with the following:

Each FSV shall have two fire extinguishers, with one fire extinguisher mounted on each side. Extinguishers shall comply with NFPA 10 Standards for Portable Fire Extinguishers and each shall have a minimum rating of 40-B: C. Fire extinguishers with an A rating will not be acceptable.

(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 ⅔ the rotor diameter plus 20 feet for rapid refueling.

**Note:** FSV inspected after 1 January 2022 shall comply with the following:

(a) Aircraft fueling hose shall be removed from service after 10 years from date of manufacture.

(b) Aircraft fueling hose not placed into service within 2 years of the date of manufacture shall not be used.

(4) Fuel nozzle shall include a 100-mesh or finer screen (except for closed circuit systems), a dust protective device, and a bonding cable with clip or plug. 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) All tank inlet ports, sump drains, and the fuel nozzle must be locked closed or stored inside locked compartments when not in use to preclude tampering, contamination, or improper drainage of the fuel supply.
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DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

(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. (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 900442-GNG-220 for 20 gallon-per-minute (gpm) pump, or equal. A Facet Part Number 900443-GNG-210 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
SECTION C
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EXHIBIT 8 - FUEL SERVICING EQUIPMENT REQUIREMENTS (C-4 (d) (21)) (Continued)

(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 fuel service vehicle used on this contract regardless of bulk storage container (tank) size.

(iv) Reserved

(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 IAW NFPA 407 and the contractors approved rapid refueling plan. Rapid refueling authorization shall be annotated on the approval card. At a minimum the following requirements will be met:

(A) Rapid refueling is requested by the Government.

(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 Contract 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.
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DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

(F) No passengers may be on board during fueling operations.

(G) A copy of the contractors approved rapid refueling plan must be maintained with FSV.

(f) Fuel Quality Control Procedures

Compliance with fuel quality control requirements is the responsibility of the contractor.

(1) Daily

Note 1: Individual clear glass one quart jars will be used for each sample port. Sample jars will be marked for each sample port and will be retained until the next sample is taken.

Note 2: After three consecutive samples from any port are taken without a clean sample, the FSV will be removed from service. An interagency FSV inspector must return the FSV to Contract Availability.

(i) Sample for and remove any contaminants from fuel tanks. A 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) Sample all filter/separator drain valves and check for contaminants.

(iii) Sample from open port fuel nozzle (downstream from filter). Any visual contaminants are not acceptable.

(2) During Helicopter Fueling Process

(i) Check sight gauge for water, if equipped

(ii) Visually monitor FSV for leaks.

(iii) Monitor differential pressure reading.

(3) Weekly

(i) With pump operating, pressure flush filter assembly. Continue flush operation until sample is clear, clean, and bright.

(ii) Sample from closed circuit nozzle for contaminants.

(iii) Check condition of covers, gaskets, and vents.

(iv) Inspect all fire extinguishers for broken seals, proper pressure, and recharge date. Replace as necessary.
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EXHIBIT 8 - FUEL SERVICING EQUIPMENT REQUIREMENTS (C-4 (d) (21)) (Continued)

(v) Inspect hoses for abrasions, separations, or soft spots. Weak hoses will be replaced.

(4) Record Keeping. (Records shall be kept with the FSV) 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) Differential pressure

(iii) Filter change (reason & date)

(iv) Record of source, location, when and quantity of fuel loaded into FSV

(v) Reserved

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 contract 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.

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

Note 1: It is highly recommended that a programming "cheat sheet" accompany the fuel servicing vehicle.

Note 2: 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 contract consideration, the below specifications shall be in effect.

(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" accompanies the VHF-FM portable radio. Additionally, the radio should have a carrying case or chest pack carrier and utilize AA batteries.

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 9 - OPERATIONS AND SAFETY PROCEDURES GUIDE FOR HELICOPTER PILOTS

It is important for Agreement pilots to be familiar with the Agreement specifications. See Forest Service website: http://www.nifc.gov/aviation/av_documents/av_helicopters/SafetyBrief.pdf

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
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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 agreement pilots receive this training before applying for Agency Special Use approval. Each agreement 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-feet) 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
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 10 - INTERAGENCY GUIDELINES FOR VERTICAL REFERENCE/EXTERNAL LOAD TRAINING (C-12 (f) (1)) (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 agreement pilots receive initial and recurrent training before applying for agency Special Use approval. Each agreement 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 port-a-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
SECTION C  
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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.

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# SECTION C
## DESCRIPTION/SPECSIFICATIONS/EXHIBITS

### EXHIBIT 12 - HELICOPTER SERVICES HOURLY FLIGHT RATES, FUEL CONSUMPTION, AND WEIGHT REDUCTION CHART (B-1, B-3 (a), C-10 (a) (6), C-34 (b) (3), C-36 (a))

For contracts awarded 2018-2021 (CWN/Exclusive Use) – Effective July 16, 2018 (For Contracts Awarded 1/1/2018 and After)

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**AVERAGE GALLON PRICE:** $5.21

**JET FUEL:** $5.21
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 13 - INTERAGENCY HELICOPTER LOAD CALCULATION (B-3, C-2 (a) (3), C-10 (a) (6), 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.

An Out of Ground (OGE) power check will be performed for either the takeoff or landing, whichever is most restrictive. Refer to Tech Bulletin No. IATB 17-01, dated November 10, 2016. Bulletins can be found at: http://www.fs.fed.us/fire/av_safety/promotion/Technical_Bulletins/index.html.

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

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

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

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

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

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

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

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.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 13 - INTERAGENCY HELICOPTER LOAD CALCULATION (B-3, C-2 (a) (3), C-10 (a) (6), C-10 (b) (2)) (Continued)

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

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


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. Refer to Tech Bulletin No. 2011-03, dated September 14, 2011. Bulletins can be found at:

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.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 13 - INTERAGENCY HELICOPTER LOAD CALCULATION (B-3, C-2 (a) (3), C-10 (a) (6), C-10 (b) (2)) (Continued)

<table>
<thead>
<tr>
<th>INTERAGENCY HELICOPTER LOAD CALCULATION</th>
<th>MODEL</th>
</tr>
</thead>
<tbody>
<tr>
<td>OAS-67/FS 5700-17 (11/03)</td>
<td>N#</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PILOT(S)</th>
<th>DATE</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>MISSION</th>
<th>TIME</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>1</th>
<th>DEPARTURE</th>
<th>PA.</th>
<th>OAT</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>DESTINATION</td>
<td>PA</td>
<td>OAT</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3</th>
<th>HELICOPTER EQUIPPED</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>4</th>
<th>FLIGHT CREW WEIGHT</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>5</th>
<th>FUEL WT (__________gallons X 7.2 lbs per gal)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>6</th>
<th>OPERATING WEIGHT (3 + 4 + 5)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Non-Jettisonable</th>
<th>Jettisonable</th>
</tr>
</thead>
<tbody>
<tr>
<td>HIGE</td>
<td>HOGE</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>7a</th>
<th>PERFORMANCE REF (List page/chart from FM)</th>
</tr>
</thead>
<tbody>
<tr>
<td>7b</td>
<td>COMP GROSS WT (FM Performance Section)</td>
</tr>
<tr>
<td>8</td>
<td>WT REDUCTION (Req for all Non-Jettisonable)</td>
</tr>
<tr>
<td>9</td>
<td>ADJUSTED WEIGHT (7b minus 8)</td>
</tr>
<tr>
<td>10</td>
<td>GROSS WT LIMIT (FM Limitations Section)</td>
</tr>
<tr>
<td>11</td>
<td>SELECTED WEIGHT (Lowest of 9 or 10)</td>
</tr>
<tr>
<td>12</td>
<td>OPERATING WEIGHT (From Line 6)</td>
</tr>
<tr>
<td>13</td>
<td>ALLOWABLE PAYLOAD (11 minus 12)</td>
</tr>
<tr>
<td>14</td>
<td>PASSENGERS/CARGO MANIFEST</td>
</tr>
</tbody>
</table>

15 | ACTUAL PAYLOAD (Total of all weights listed in Item 14)
Line 15 must not exceed Line 13 for the intended mission

PILOT SIGNATURE

MGR SIGNATURE

HazMat

Yes__ No__
### SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 14 - HELICOPTER AND FUEL SERVICE TRUCK PRE-USE CHECKLIST

<table>
<thead>
<tr>
<th>GENERAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date:</td>
</tr>
<tr>
<td>Aircraft Make/Model:</td>
</tr>
<tr>
<td>N #:</td>
</tr>
<tr>
<td>Vendor:</td>
</tr>
<tr>
<td>Pilot(s) Name(s):</td>
</tr>
<tr>
<td>Card Expiration Date(s):</td>
</tr>
<tr>
<td>Yes: No</td>
</tr>
<tr>
<td>A/C Card Expiration Date:</td>
</tr>
<tr>
<td>A/C Carded For Intended Missions: Yes No</td>
</tr>
<tr>
<td>Departure Base:</td>
</tr>
<tr>
<td>Departure Hobbs Reading:</td>
</tr>
<tr>
<td>Arrival Hobbs Reading:</td>
</tr>
<tr>
<td>Copy of Agreement on Board Aircraft: Yes No</td>
</tr>
<tr>
<td>HazMat HB/Exemption/ERG: Yes No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LOGBOOK REVIEW</th>
</tr>
</thead>
<tbody>
<tr>
<td>501/100-Hr., Progressive, Or Other Inspection Program Up-To-Date: Yes No</td>
</tr>
<tr>
<td>Entries Indicating Damage To Aircraft: Yes No</td>
</tr>
<tr>
<td>Form HCM-5 'Turbine Engine Performance Analysis Onboard Aircraft: Yes No</td>
</tr>
<tr>
<td>Power Check Completed/Results Satisfactory: Yes No</td>
</tr>
<tr>
<td>Comments:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONDITION OF HELICOPTER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item:</td>
</tr>
<tr>
<td>Skin and Exterior</td>
</tr>
<tr>
<td>Windows</td>
</tr>
<tr>
<td>Doors</td>
</tr>
<tr>
<td>Upholstery</td>
</tr>
<tr>
<td>Cargo Compartment</td>
</tr>
<tr>
<td>Skids/Wheels</td>
</tr>
<tr>
<td>Fixed Tank</td>
</tr>
<tr>
<td>Other</td>
</tr>
<tr>
<td>Comments:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>REQUIRED HELICOPTER EQUIPMENT INSTALLED AND OPERATIVE (CONSULT AGREEMENT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item</td>
</tr>
<tr>
<td>Seat Belts and Harnesses</td>
</tr>
<tr>
<td>Strobe Light(s)</td>
</tr>
<tr>
<td>Hi-Visibility Paint on Main Rotor Blades</td>
</tr>
<tr>
<td>Survival Kit</td>
</tr>
<tr>
<td>VHF-FM Radio</td>
</tr>
<tr>
<td>First Aid Kit</td>
</tr>
<tr>
<td>VHF-AM 760 Channel</td>
</tr>
<tr>
<td>Fire Extinguisher(s)</td>
</tr>
<tr>
<td>Auxiliary Radio Adapter</td>
</tr>
<tr>
<td>Cargo Hook</td>
</tr>
<tr>
<td>GPS</td>
</tr>
<tr>
<td>Convex Mirror</td>
</tr>
<tr>
<td>High Skid Gear</td>
</tr>
<tr>
<td>Buckets (Appropriate Sizes)</td>
</tr>
<tr>
<td>Nine-Pin Connector (Type II and III Helicopters)</td>
</tr>
<tr>
<td>Anti-Theft Security Measures in Place</td>
</tr>
<tr>
<td>Comments:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>REQUIRED SERVICE TRUCK EQUIPMENT INSTALLED AND OPERATIVE (CONSULT AGREEMENT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item</td>
</tr>
<tr>
<td>Spare Set of Filters</td>
</tr>
<tr>
<td>Filter Change Data Placarded</td>
</tr>
<tr>
<td>Fire Extinguisher(s) Current Inspection</td>
</tr>
<tr>
<td>Bonding Cables</td>
</tr>
<tr>
<td>Hazmat Marking and Placards</td>
</tr>
<tr>
<td>Fuel Quality Control Log</td>
</tr>
<tr>
<td>Inspection Sticker</td>
</tr>
<tr>
<td>Absorbent Materials for Spills</td>
</tr>
<tr>
<td>Beginning Odometer Reading:</td>
</tr>
<tr>
<td>Comments:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature of Inspecting Govt. Representative &amp; Pilot</th>
<th>Print Name</th>
<th>Date</th>
</tr>
</thead>
</table>
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 15 - PERFORMANCE REPORT

U.S. FOREST SERVICE
INCIDENT SUPPORT BRANCH
3833 S. DEVELOPMENT AVE
BOISE, IDAHO 83706-5354
Phone 208-387-5665
Fax 208-387-5384

U.S. DEPARTMENT OF INTERIOR
BC ACQUISITION SERVICES
300 E. MALLARD DR SUITE 200
BOISE, ID 83706
Phone 208-433-5026
Fax 208-433-5030

EVALUATION REPORT ON
CONTRACTOR PERFORMANCE

CPARS Compatible Format

SOURCE SELECTION INFORMATION
NOT FOR PUBLIC RELEASE (see FAR 3.104 & 42.1503)

Email to: cwncpars@fs.fed.us

AGENCY / USER

ADDRESS

CITY / STATE / ZIP

PERIOD OF PERFORMANCE

FROM 

TO 

CONTRACT COR

LOCATION OF PERFORMANCE

PROGRAM TITLE

AIRCRAFT FLIGHT SERVICES: ☐ AIRPLANE ☐ HELICOPTER ☐ AIR TANKER

☐ OTHER – specify

AIRCRAFT TYPE

☐ EXCLUSIVE USE ☐ CALL WHEN NEEDED

☐ FIRE MANAGEMENT ☐ RESOURCE ☐ MAINTENANCE

☐ OTHER MISSION – specify:

INSTRUCTIONS: This form can be completed on the computer or printed and completed by hand. Use the mouse to navigate. To check or uncheck a box, "double click" the box. If further direction is required on how to complete this evaluation or where to submit it, please contact your Contracting Officer. Comment boxes are formatted to automatically wrap the entered text. Check the box that best describes the level in which the Contractor supported the area described. Comments are essential and must substantiate your rating selection. N/A = not applicable. If additional space is required, use page 2 of the form or attach additional page(s).

SEE PAGE 4 FOR EVALUATION RATINGS DEFINITIONS

1. Quality. Contractor was professional and conformed to contract requirements. Was capable, efficient and effective in supporting the programs of this contract. Provided well maintained equipment and highly qualified personnel.

☐ N/A ☐ Exceptional ☐ Very Good ☐ Satisfactory ☐ Marginal ☐ Unsatisfactory

COMMENTS:

2. Schedule. Contractor was prepared and available to begin work on contract start date and provided daily coverage during the contract period with little to no disruption or unavailability. Contractor kept COR informed of crew exchanges, maintenance issues, etc.

☐ N/A ☐ Exceptional ☐ Very Good ☐ Satisfactory ☐ Marginal ☐ Unsatisfactory

COMMENTS:
3. Cost Control. How well does the contractor control operating costs? (Check N/A if this is a Firm Fixed price or Firm Fixed Price with Economic Price Adjustment contract)

<table>
<thead>
<tr>
<th>N/A</th>
<th>Exceptional</th>
<th>Very Good</th>
<th>Satisfactory</th>
<th>Marginal</th>
<th>Unsatisfactory</th>
</tr>
</thead>
</table>

**COMMENTS:**

4. Management. Contractor and on-site representatives were professional, well qualified, and committed to customer satisfaction and safety of operations. Contractor provided necessary support for key personnel and if applicable, took necessary action to correct or replace any personnel.

<table>
<thead>
<tr>
<th>N/A</th>
<th>Exceptional</th>
<th>Very Good</th>
<th>Satisfactory</th>
<th>Marginal</th>
<th>Unsatisfactory</th>
</tr>
</thead>
</table>

**COMMENTS:**

5. Small Business. How does the contractor support small business? (Check N/A unless this is a large business and a subcontracting plan is required)

<table>
<thead>
<tr>
<th>N/A</th>
<th>Exceptional</th>
<th>Very Good</th>
<th>Satisfactory</th>
<th>Marginal</th>
<th>Unsatisfactory</th>
</tr>
</thead>
</table>

**COMMENTS:**
6. Regulatory Compliance. How well does the contractor comply with governing regulations such as the Federal Aviation Regulation or others.

<table>
<thead>
<tr>
<th>Option</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Exceptional</td>
<td></td>
</tr>
<tr>
<td>Very Good</td>
<td></td>
</tr>
<tr>
<td>Satisfactory</td>
<td></td>
</tr>
<tr>
<td>Marginal</td>
<td></td>
</tr>
<tr>
<td>Unsatisfactory</td>
<td></td>
</tr>
</tbody>
</table>

COMMENTS:  

7. Other - Safety. Contractor and on-site representatives attitude and efforts, as well as actual application, towards aircraft safety and general safety of operations?

<table>
<thead>
<tr>
<th>Option</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Exceptional</td>
<td></td>
</tr>
<tr>
<td>Very Good</td>
<td></td>
</tr>
<tr>
<td>Satisfactory</td>
<td></td>
</tr>
<tr>
<td>Marginal</td>
<td></td>
</tr>
<tr>
<td>Unsatisfactory</td>
<td></td>
</tr>
</tbody>
</table>

COMMENTS:  

8. Customer Satisfaction. Identify to what level you were satisfied with the services provided under this contract. If given the opportunity, would you hire this contractor again to accomplish a similar project?  

<table>
<thead>
<tr>
<th>Option</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Exceptional</td>
<td></td>
</tr>
<tr>
<td>Very Good</td>
<td></td>
</tr>
<tr>
<td>Satisfactory</td>
<td></td>
</tr>
<tr>
<td>Marginal</td>
<td></td>
</tr>
<tr>
<td>Unsatisfactory</td>
<td></td>
</tr>
</tbody>
</table>

COMMENTS:  

9. Other Areas:
## SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

<table>
<thead>
<tr>
<th>N/A</th>
<th>Exceptional</th>
<th>Very Good</th>
<th>Satisfactory</th>
<th>Marginal</th>
<th>Unsatisfactory</th>
</tr>
</thead>
<tbody>
<tr>
<td>10. Other Areas:</td>
<td>N/A</td>
<td>Exceptional</td>
<td>Very Good</td>
<td>Satisfactory</td>
<td>Marginal</td>
</tr>
<tr>
<td>11. Other Areas:</td>
<td>N/A</td>
<td>Exceptional</td>
<td>Very Good</td>
<td>Satisfactory</td>
<td>Marginal</td>
</tr>
<tr>
<td>12. Other Areas:</td>
<td>N/A</td>
<td>Exceptional</td>
<td>Very Good</td>
<td>Satisfactory</td>
<td>Marginal</td>
</tr>
</tbody>
</table>

Additional comments to support your response to any item above or other items (will not be posted on CPARS website)

Name, Title of Individual Completing this Form (include agency, phone and electronic address)

Signature
## SECTION C
### DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

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SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

Daniel W. Simms
Director
Division of Wage Determinations

Wage Determination No: 1995-0222
Revision No: 47
Date of Revision: 12/26/2018

Note: Under Executive Order (EO) 13858, an hourly minimum wage of $10.60 for calendar year 2019 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.


**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.

<table>
<thead>
<tr>
<th>OCCUPATION CODE - TITLE</th>
<th>FOOTNOTE</th>
<th>RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>31010 - Airplane Pilot</td>
<td></td>
<td>29.10</td>
</tr>
<tr>
<td>(not set) - First Officer (Co-Pilot)</td>
<td></td>
<td>26.49</td>
</tr>
<tr>
<td>(not set) - Aerial Photographer</td>
<td></td>
<td>14.54</td>
</tr>
</tbody>
</table>


Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $4.48 per hour or $179.20 per week or $776.53 per month

HEALTH & WELFARE EO 13706: $4.18 per hour, or $167.20 per week, or $724.53 per month

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

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 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): $1.91 per hour, or $76.40 per week, or $331.07 per month 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 $4.41 per hour.

HEALTH & WELFARE (Hawaii EO 13706): $1.63 per hour, or $65.20 per week, or $282.53 per month 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 $4.13 per hour.

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

**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, dyeing, 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 re-grading and cleaning of artillery ranges.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

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

** UNIFORM ALLOWANCE **

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

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

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

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 (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(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.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

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 the 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, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).

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 ensure 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/EXHIBITS

**EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)**

| REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT | U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION |
| By direction of the Secretary of Labor | WAGE AND HOUR DIVISION |
| | WASHINGTON, D.C. 20210 |
| Daniel W. Simms | Division of |
| Director | Wage Determinations |
| | Wage Determination No: 1995-0221 |
| | Revision No: 46 |
| | Date of Revision: 12/26/2018 |

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.60 for calendar year 2019 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

- 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
- 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 Fire Safety services only:

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### SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

**EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)**

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### SECTION C
**DESCRIPTION/SPECIFICATIONS/EXHIBITS**

#### EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

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#### 12000 - Health Occupations

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#### 21000 - Materials Handling and Packing Occupations

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#### 21150 - Stock Clerk

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#### 23000 - Mechanics and Maintenance and Repair Occupations

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### SECTION C
**DESCRIPTION/SPECIFICATIONS/EXHIBITS**

**EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)**

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**23440 - Heavy Equipment Operator**

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**23470 - Laborer**

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**23530 - Machinery Maintenance Mechanic**

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</table>

**23580 - Maintenance Trades Helper**

<table>
<thead>
<tr>
<th>Region</th>
<th>Wage Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alaska</td>
<td>22.66</td>
</tr>
<tr>
<td>Hawaii and American Samoa</td>
<td>17.48</td>
</tr>
<tr>
<td>Midwestern Region</td>
<td>18.00</td>
</tr>
<tr>
<td>Northeast Region</td>
<td>16.81</td>
</tr>
<tr>
<td>Southern Region</td>
<td>15.14</td>
</tr>
<tr>
<td>Western Region</td>
<td>15.62</td>
</tr>
</tbody>
</table>

**27000 - Protective Service Occupations**

**27070 - Firefighter**

<table>
<thead>
<tr>
<th>Region</th>
<th>Wage Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alaska</td>
<td>12.56</td>
</tr>
<tr>
<td>Hawaii and American Samoa</td>
<td>10.23</td>
</tr>
<tr>
<td>Midwestern Region</td>
<td>8.19</td>
</tr>
<tr>
<td>Northeast Region</td>
<td>8.63</td>
</tr>
<tr>
<td>Southern Region</td>
<td>8.19</td>
</tr>
<tr>
<td>Western Region</td>
<td>8.63</td>
</tr>
</tbody>
</table>

**30000 - Technical Occupations**

**30210 - Laboratory Technician**

<table>
<thead>
<tr>
<th>Region</th>
<th>Wage Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alaska</td>
<td>24.31</td>
</tr>
<tr>
<td>Hawaii and American Samoa</td>
<td>23.12</td>
</tr>
<tr>
<td>Mid-Western Region</td>
<td>21.60</td>
</tr>
<tr>
<td>Northeast Region</td>
<td>19.99</td>
</tr>
<tr>
<td>Southern Region</td>
<td>21.97</td>
</tr>
<tr>
<td>Western Region</td>
<td>20.54</td>
</tr>
</tbody>
</table>

**31000 - Transportation/Mobile Equipment Operation Occupations**

**31030 - Bus Driver**
### SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

**EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)**

<table>
<thead>
<tr>
<th>Region</th>
<th>Wage Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alaska</td>
<td>22.80</td>
</tr>
<tr>
<td>Hawaii and American Samoa</td>
<td>14.81</td>
</tr>
<tr>
<td>Midwestern Region: 1 1/2 to 4 tons</td>
<td>18.79</td>
</tr>
<tr>
<td>Midwestern Region: over 4 tons</td>
<td>19.65</td>
</tr>
<tr>
<td>Midwestern Region: under 1 1/2 tons</td>
<td>14.06</td>
</tr>
<tr>
<td>Northeast Region: 1 1/2 to 4 tons</td>
<td>19.26</td>
</tr>
<tr>
<td>Northeast Region: over 4 tons</td>
<td>20.10</td>
</tr>
<tr>
<td>Northeast Region: under 1 1/2 tons</td>
<td>14.94</td>
</tr>
<tr>
<td>Southern Region: 1 1/2 to 4 tons</td>
<td>17.15</td>
</tr>
<tr>
<td>Southern Region: over 4 tons</td>
<td>17.80</td>
</tr>
<tr>
<td>Southern Region: under 1 1/2 tons</td>
<td>9.56</td>
</tr>
<tr>
<td>Western Region: 1 1/2 to 4 tons</td>
<td>17.69</td>
</tr>
<tr>
<td>Western Region: over 4 tons</td>
<td>18.19</td>
</tr>
<tr>
<td>Western Region: under 1 1/2 tons</td>
<td>11.13</td>
</tr>
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</table>

#### 31361 - Truckdriver, Light

<table>
<thead>
<tr>
<th>Region</th>
<th>Wage Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alaska</td>
<td>21.34</td>
</tr>
<tr>
<td>Hawaii and American Samoa</td>
<td>11.68</td>
</tr>
<tr>
<td>Midwestern Region</td>
<td>14.06</td>
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<tr>
<td>Northeast Region</td>
<td>14.94</td>
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<tr>
<td>Southern Region</td>
<td>9.56</td>
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<tr>
<td>Western Region</td>
<td>11.13</td>
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#### 31362 - Truckdriver, Medium

<table>
<thead>
<tr>
<th>Region</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Alaska</td>
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<tr>
<td>Hawaii and American Samoa</td>
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</tr>
<tr>
<td>Midwestern Region</td>
<td>18.79</td>
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<tr>
<td>Northeast Region</td>
<td>19.26</td>
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<td>Southern Region</td>
<td>17.10</td>
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<tr>
<td>Western Region</td>
<td>17.69</td>
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</table>

#### 31363 - Truckdriver, Heavy

<table>
<thead>
<tr>
<th>Region</th>
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</thead>
<tbody>
<tr>
<td>Alaska</td>
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<tr>
<td>Hawaii and American Samoa</td>
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<tr>
<td>Midwestern Region</td>
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<tr>
<td>Northeast Region</td>
<td>20.10</td>
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<td>Southern Region</td>
<td>17.80</td>
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<tr>
<td>Western Region</td>
<td>18.85</td>
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#### 31364 - Truckdriver, Tractor-Trailer

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</thead>
<tbody>
<tr>
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<tr>
<td>Northeast Region</td>
<td>20.23</td>
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<tr>
<td>Southern Region</td>
<td>18.70</td>
</tr>
<tr>
<td>Western Region</td>
<td>19.24</td>
</tr>
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</table>

**47000 - Water Transportation Occupations**

**47021 - Cook-Baker/Second Cook/Second Cook-Baker/Assistant Cook**

<table>
<thead>
<tr>
<th>Region</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Alaska</td>
<td>16.60</td>
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<tr>
<td>Hawaii and American Samoa</td>
<td>15.76</td>
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<tr>
<td>Midwestern Region</td>
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<tr>
<td>Northeast Region</td>
<td>14.55</td>
</tr>
<tr>
<td>Southern Region</td>
<td>11.09</td>
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<tr>
<td>Western Region</td>
<td>13.29</td>
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</table>
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

92000 - Non Standard Occupations
(not set) - Quality Assurance Representative I
  Alaska                      20.63
  Hawaii and American Samoa  21.20
  Midwestern Region          18.57
  Northeast Region           19.62
  Southern Region            20.34
  Western Region             18.71
(not set) - Quality Assurance Representative II
  Alaska                      26.99
  Hawaii and American Samoa  25.20
  Midwestern Region          22.91
  Northeast Region           24.35
  Southern Region            21.52
  Western Region             22.68
(not set) - Quality Assurance Representative III
  Alaska                      28.72
  Hawaii and American Samoa  27.42
  Midwestern Region          26.97
  Northeast Region           28.66
  Southern Region            25.44
  Western Region             27.20
(not set) - Chief Cook
  Alaska                      22.05
  Hawaii and American Samoa  26.43
  Midwestern Region          19.44
  Northeast Region           23.54
  Southern Region            17.82
  Western Region             21.65
(not set) - Environmental Protection Specialist
  Alaska                      34.78
  Hawaii and American Samoa  32.17
  Midwestern Region          29.26
  Northeast Region           35.09
  Southern Region            28.80
  Western Region             30.51
(not set) - Fire Safety Professional
  Alaska                      34.76
  Hawaii and American Samoa  32.21
  Midwestern Region          29.26
  Northeast Region           35.09
  Southern Region            29.80
  Western Region             30.81
(not set) - Aircraft Quality Control Inspector
  Alaska                      30.78
  Continental U.S.           31.64
  Hawaii and American Samoa  31.82

99000 - Miscellaneous Occupations
99730 - Refuse Collector
  Alaska                      12.19
  Hawaii and American Samoa  11.27
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

<table>
<thead>
<tr>
<th>Region</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Midwestern Region</td>
<td>10.41</td>
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<tr>
<td>Northeast Region</td>
<td>11.89</td>
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<tr>
<td>Southern Region</td>
<td>8.19</td>
</tr>
<tr>
<td>Western Region</td>
<td>10.14</td>
</tr>
</tbody>
</table>

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $4.48 per hour or $179.20 per week or $776.53 per month

HEALTH & WELFARE EO 13706: $4.18 per hour, or $167.20 per week, or $724.53 per month

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 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. (See 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 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): $1.91 per hour, or $76.40 per week, or $331.07 per month 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 $4.41 per hour.

HEALTH & WELFARE (Hawaii EO 13706): $1.63 per hour, or $65.20 per week, or $282.53 per month 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 $4.13 per hour.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

**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 phosphorus 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 re-grading 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 involve potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**UNIFORM ALLOWANCE**

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

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

**SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS**

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2014, unless otherwise indicated.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE

Standard Form 1444 (SF-1444)
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

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 conforming classifications of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedure shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(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 the 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, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).

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 ensure 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.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

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.

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.
SECTION C
DESCRIPTIONSPECIFICATIONS/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

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. 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/EXHIBITS

EXHIBIT 17 - RESERVED
### SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 18 - CONTRACTOR'S VERIFICATION OF INDIVIDUAL HELICOPTER PILOT REQUIREMENTS AND EXPERIENCE FOR INITIAL INTERAGENCY APPROVAL (C-12 (c) (9), C-20 (i) (2))

AMD-608 (12/08) / 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 OAS 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.

<table>
<thead>
<tr>
<th>Date (mm/dd/yyyy):</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Company's name:</td>
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<tr>
<td>Pilot's name:</td>
<td></td>
</tr>
<tr>
<td>Pilot's total helicopter pilot-in-command hours (verified from pilot’s logbook or permanent record):</td>
<td></td>
</tr>
<tr>
<td>Pilot’s information and flight time/experience as submitted for initial carding on OAS-64B or FS-5700-20a verified as accurate? Check if yes:</td>
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#### Previous Employers:

<table>
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<tr>
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<th>Current Contact</th>
<th>Name &amp; Telephone No.</th>
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<th>Hours and PIC Hours in each</th>
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<td>2.</td>
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<tr>
<td>3.</td>
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<tr>
<td>4.</td>
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#### Helicopter Training Courses Completed:

<table>
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<tr>
<th>Name of Course &amp; Provider</th>
<th>Address &amp; Telephone Number</th>
<th>Contact Name &amp; Telephone No.</th>
<th>Date of Completion</th>
<th>Flight Hours Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Comments (use additional sheets if necessary):**

Check one: □Chief Pilot □Director of Operations □Other

Print name: □ Sign name:
SECTION C  
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 19 - “ON CONTRACT” PILOT OPERATIONAL TRAINING (C-10 (a) (3))

Pilot “operational training” may be accomplished “on contract” provided the following criteria are met.

(a) Training will be conducted in carded helicopters.

(b) Training shall not interfere with the Scope of the Contract (government will determine what constitutes interference). Note: Will be reviewed at pre-work conference.

(c) Training may be suspended or terminated by the government at any time.

(d) Contractor shall be responsible for all travel, per diem, and wage expenses of trainee pilots.

(e) Contractor has an OAS / USFS approved “Pilot Operational Training Plan”. Plan shall contain at a minimum:

(1) Intent of program

(2) Responsibilities of Chief Pilot, Trainer and Trainee

(3) Safety

(4) Ground Training Syllabus minimum requirements;

   (i) Operations and Safety Procedures Guide.

   (ii) FAR Review

   (iii) PPE

   (iv) Contract

   (v) Load Calc

   (vi) Performance Planning

   (vii) Weight & Balance


(5) Flight Training Syllabus minimum requirements;

   (i) Lesson plans for all special use tasks required by the procurement document.

   (ii) Special use tasks will be trained to the standards set forth in the Interagency Helicopter Practical Test Standards.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 19 - “ON CONTRACT” PILOT OPERATIONAL TRAINING (C-10 (a) (3)) (Continued)

(6) Training documentation & tracking procedures

   (i) Contractor shall maintain training records documenting all phases of pilot training.

   (ii) Training records are subject to Quality Assurance/Compliance reviews at any time by the government.

(7) Evaluation Process by the Trainer

(8) Process to submit trainee for carding evaluation.

(f) Pilot operational training plan shall be approved by the National Helicopter Standardization Pilot (USFS) or the National Helicopter Specialist (OAS).

(g) Training shall be accomplished only by an interagency approved “Pilot Trainer” meeting the following criteria:

   (1) Current and valid CFI Rotorcraft-Helicopter or designated as an approved company instructor.

   (2) Has held an interagency pilot card for a minimum of 2 of the last 5 years.

   (3) A current and valid interagency pilot card endorsed for all missions in which training is to be provided and is endorsed as “Designated Pilot Trainer”.

   (4) Pilot trainer endorsement may be revoked at the government’s discretion.

(h) “Trainee Only Pilots” shall meet the following criteria:

   (1) For aircraft requiring 2 pilots, has met the requirements set forth in 14 CFR part 61

   (2) Has submitted the documentation as outlined in C-20.

   (3) Holds a current and valid Interagency Pilot Card with the endorsement, “Trainee Only” pilot.

   (4) “Trainee Only” pilots are authorized to receive training in all missions that the “Pilot Trainer” is endorsed to perform.

   (5) Operational training flight hours may be used to satisfy all but the initial 10 hours of the required flight hours for “weight class”.

   (6) Operational training flight hours may be used to satisfy all but the initial 10 hours of the required flight hours for “make and model”.

   (7) Operational training flight hours may be used to satisfy the required flight hours for “Mountain Flying – Make and Model”.

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SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 19 - “ON CONTRACT” PILOT OPERATIONAL TRAINING (C-10 (a) (3)) (Continued)

(8) Operational flight training will not be used to accomplish the contractually required 10 flight hours of Long-Line training.

(9) “Trainee Only” pilots are limited to receive training in no more than one aircraft make and model per calendar year.

(i) Contractors awarded up to three items may be authorized two “Pilot Trainers”: If awarded four or more items, contractor may be authorized four “Pilot Trainers”.

(j) Contractors will be authorized two “Trainee Only” pilots per “Pilot Trainer” at any time.

(k) Contractors shall submit training records and a formal request recommending the “Trainee Only” pilot for evaluation by a Helicopter Inspector Pilot. The pilot trainer shall have verified that the trainee has met all contract minimum flight hour requirements and that the trainee is proficient in all special use missions required by the procurement document.

(l) Any deviation from this exhibit must be approved by an Alternate Means of Compliance (AMOC) issued by the National Helicopter Standardization Pilot or the National Helicopter Specialist and the appropriate Contracting Officer.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 20 - AIRCRAFT MECHANIC (HELICOPTER) QUALIFICATION FORM (C-12 (h) (5))

U.S. Department of Agriculture - Forest Service

AIRCRAFT MECHANIC (HELICOPTER)

| Agreement 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.)

| Name of Course | Location | Year Attended |

Record of Past Performance (Previous Three Years)

| Dates | Location | Employer/Supervisor | Phone No. |

Record of maintaining helicopters Under Field Conditions:

| Dates | Location (Designated Base) | Type of Agreement | Type Helicopter |

* "Field Condition" is defined as maintaining the helicopter away from the contractor's base of operation with minimal supervision
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 20 - AIRCRAFT MECHANIC (HELICOPTER) QUALIFICATION FORM (C-12 (h) (5))
(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 agreement and understand the terms and conditions. I have received/provided the training as required in C-12(h) (4).

_________________________  __________________________
Date                                      Mechanic Signature

_________________________           __________________________
Date                                      Company Representative

(Inspectors Use Only)

Mechanic meets the Experience Requirements of the Agreement 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/EXHIBITS**

### EXHIBIT 21 - WEIGHT AND BALANCE FORM (EXAMPLE) (B-3, C-5 (a) (15 & 17))

<table>
<thead>
<tr>
<th>Page</th>
<th>A/C Make, Model, Series</th>
<th>Registration Number</th>
<th>Serial Number</th>
<th>In A/C</th>
<th>ON 'C' Chart</th>
<th>In A/C</th>
<th>ON 'C' Chart</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 of 1</td>
<td>Bell 205A-1</td>
<td>N12345</td>
<td>668666</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Location and Description of Item</th>
<th>Weight</th>
<th>Arm</th>
<th>Moment</th>
<th>Lat. Arm</th>
<th>Lat. Moment</th>
<th>Date Weighed</th>
<th>Date Weighed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fuselage:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ballast</td>
<td>25.3</td>
<td>8.5</td>
<td>215.1</td>
<td>3.4</td>
<td>66</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Battery</td>
<td>52.9</td>
<td>8.5</td>
<td>446.8</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Wire Strike kit upper and lower</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>O</td>
<td></td>
</tr>
<tr>
<td>Pulse light kit</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Strobe</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Cargo Hook</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Cabin:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Instruments</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Radios</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Automated Flight Following</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Seats</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engine Deck:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rotor brake</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>T-53 engine</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>212 Rotor Assy</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Tail:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fast Fin</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Strike Kit</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>212 Tail Rotor Assy</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Strobe Light</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Removable Equipment:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fill Pump</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>C</td>
<td></td>
</tr>
<tr>
<td>Rappel Kit</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>C</td>
<td></td>
</tr>
<tr>
<td>Survival Kit</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>C</td>
<td></td>
</tr>
<tr>
<td>First Aid Kit</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Fire Tank</td>
<td>395.2</td>
<td>125</td>
<td>49400</td>
<td></td>
<td></td>
<td>C</td>
<td></td>
</tr>
</tbody>
</table>

**Legend:**
- 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.
## EXHIBIT 21 - WEIGHT AND BALANCE FORM (B-3, C-5 (a) (15 & 17)) (Continued)

### Form A: List of approved equipment

<table>
<thead>
<tr>
<th>Page</th>
<th>A/C Make, Model, Series</th>
<th>Registration Number</th>
<th>Serial Number</th>
<th>Location and Description of Item</th>
<th>Weight</th>
<th>Arm</th>
<th>Moment</th>
<th>Lat. Arm</th>
<th>Lat. Moment</th>
<th>In A/C</th>
<th>ON 'C' Chart</th>
<th>In A/C</th>
<th>ON 'C' Chart</th>
</tr>
</thead>
</table>

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.

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### SECTION C
**DESCRIPTION/SPECIFICATIONS/EXHIBITS**

**EXHIBIT 21 - WEIGHT AND BALANCE FORM (B-3, C-5 (a) (15 & 17)) (Continued)**

**Form B: Aircraft Weighing Record (EXAMPLE)**

<table>
<thead>
<tr>
<th>Make, Model, Series</th>
<th>Registration Number</th>
<th>Serial Number</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bell, 205A -1</td>
<td>N12345</td>
<td>66966</td>
<td>9/15/2009</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Datum is</th>
<th>Leveling Means</th>
<th>Weighing Procedures References</th>
<th>Scale Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.60&quot; aft of cabin nose</td>
<td>Plumb line from top of left main door frame</td>
<td>CFR, part 29 / OEM Maint. Manual chapter 8 / Type Certificate DS</td>
<td>Jack points</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Scale</th>
<th>Reading</th>
<th>Tara</th>
<th>Net Weight</th>
<th>Long. Arm</th>
<th>Moment</th>
<th>Lat. Arm</th>
<th>Moment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Left Front or Nose</td>
<td>1478</td>
<td>0</td>
<td>1478</td>
<td>+ 81.69</td>
<td>91777.8</td>
<td>- 30</td>
<td>44340</td>
</tr>
<tr>
<td>Right Front</td>
<td>1116</td>
<td>0</td>
<td>1116</td>
<td>+ 81.69</td>
<td>68846.1</td>
<td>+ 30</td>
<td>33480</td>
</tr>
<tr>
<td>Left Aft or Tail</td>
<td>1215</td>
<td>0</td>
<td>1215</td>
<td>+ 211.58</td>
<td>257069.7</td>
<td>- 30</td>
<td>36450</td>
</tr>
<tr>
<td>Right Aft</td>
<td>1974</td>
<td>0</td>
<td>1974</td>
<td>+ 211.58</td>
<td>417658.9</td>
<td>+ 30</td>
<td>59220</td>
</tr>
<tr>
<td>Basic Weight Total</td>
<td>5783</td>
<td></td>
<td></td>
<td>144.46</td>
<td>834752.5</td>
<td>2.06</td>
<td>11910</td>
</tr>
</tbody>
</table>

**Fluids (Fuel & Oil and Bc) at Time of Weighing**

<table>
<thead>
<tr>
<th>Fuel</th>
<th>Full</th>
<th>Defueled</th>
<th>Drained</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oil Engine</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oil Transmission</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oil Tail Gearboxes</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hydraulic Fluid</td>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Notes**

Oil and unusable fuel in basic weight

**Items Weighed not part of Basic Weight**

<table>
<thead>
<tr>
<th>Item</th>
<th>Weight</th>
<th>Arm</th>
<th>Moment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Usable fuel (if full)</td>
<td>1457.5</td>
<td>+ 150.4</td>
<td>219208</td>
</tr>
</tbody>
</table>

**Total (--)** 1457.5

**Items not Weighed but part of Basic Weight**

<table>
<thead>
<tr>
<th>Item</th>
<th>Weight</th>
<th>Arm</th>
<th>Moment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unusable fuel (if drained)</td>
<td>16.5</td>
<td>+ 144</td>
<td>3276</td>
</tr>
</tbody>
</table>

**Adjusted Basic Weight of Aircraft as Weighed**

**Total Basic Weight of Aircraft as Weighed** 5783

<table>
<thead>
<tr>
<th>CG</th>
<th>Moment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Longitudinal EW. CG</td>
<td>+ 144.46</td>
</tr>
<tr>
<td>Lateral EW CG</td>
<td>+ 2.06</td>
</tr>
</tbody>
</table>

### Aircraft Weighed By

**Print Name:**

**Signature:**

**Certificate Type and Number:**

### Scales

**Type:**

**Serial Number:**

**Calibration Date:**

---

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SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 21 - WEIGHT AND BALANCE FORM (B-3, C-5(a) (15 & 17)) (Continued)

<table>
<thead>
<tr>
<th>Make, Model, Series</th>
<th>Registration Number</th>
<th>Serial Number</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Datum is</td>
<td>Leveling Means</td>
<td>Weighing Procedures References</td>
<td>Scale Location</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Scale</th>
<th>Reading</th>
<th>Tare</th>
<th>Net Weight</th>
<th>Long. Arm</th>
<th>Moment</th>
<th>Lat. Arm</th>
<th>Moment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Left Front or Nose</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Right Front</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Left Aft or Tail</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Right Aft</td>
<td>Basic Weight</td>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Fuel & Oil at Time of Weighing

<table>
<thead>
<tr>
<th>Fuel</th>
<th>Full</th>
<th>Defueled</th>
<th>Drained</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oil Engine</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oil Transmission</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oil Tail Gearboxes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hydraulic Fluid</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Items Weighed not part of Basic Weight

<table>
<thead>
<tr>
<th>Item</th>
<th>Weight</th>
<th>Arm</th>
<th>Moment</th>
</tr>
</thead>
</table>

Items not Weighed but part of Basic Weight

<table>
<thead>
<tr>
<th>Item</th>
<th>Weight</th>
<th>Arm</th>
<th>Moment</th>
</tr>
</thead>
</table>

Adjusted Basic Weight of Aircraft as Weighed

Total Empty Weight of Aircraft as Weighed

<table>
<thead>
<tr>
<th>Longitudinal EW. CG</th>
<th>Lateral EW CG</th>
</tr>
</thead>
</table>

Aircraft Weighed By

<table>
<thead>
<tr>
<th>Print Name :</th>
<th>Scales</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature :</td>
<td></td>
</tr>
<tr>
<td>Certificate Type and Number :</td>
<td>Calibration Date :</td>
</tr>
</tbody>
</table>
### EXHIBIT 21 - WEIGHT AND BALANCE FORM (B-3, C-5 (a) (15 & 17)) (Continued)

<table>
<thead>
<tr>
<th>Date mm/dd/yyyy</th>
<th>Description of Item</th>
<th>Weight</th>
<th>Arm</th>
<th>Moment</th>
<th>Added (+)</th>
<th>Weight</th>
<th>Arm</th>
<th>Moment</th>
<th>Removed (--)</th>
<th>Current Total Equipped Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/31/2009</td>
<td>Aircraft as weighed</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>5783</td>
<td></td>
<td></td>
<td></td>
<td>5833.5 + 144.48 +834752.5</td>
</tr>
<tr>
<td>7/15/2010</td>
<td>Survival Kit</td>
<td>50.5</td>
<td>+ 200</td>
<td>10100</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>5833.5 + 10100.0</td>
</tr>
<tr>
<td>7/15/2010</td>
<td>Rappel Mount kit</td>
<td>35.2</td>
<td>+ 100</td>
<td>3820</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>5871.7 + 3820.0</td>
</tr>
<tr>
<td>7/15/2010</td>
<td>Sorenson Tank and Snorkel</td>
<td>389.6</td>
<td>+ 125.5</td>
<td>48894.8</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6261.3 +48894.8</td>
</tr>
<tr>
<td>7/15/2010</td>
<td>Fire Shelter</td>
<td>8.0</td>
<td>+ 70.6</td>
<td>564.8</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6269.3 +564.8</td>
</tr>
<tr>
<td>7/15/2010</td>
<td>Cleaning Supplies/Xtra Oil</td>
<td>20.0</td>
<td>+ 280.5</td>
<td>5610</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6289.3 + 5610.0</td>
</tr>
<tr>
<td>7/15/2010</td>
<td>Ladder</td>
<td>10.0</td>
<td>+ 285.4</td>
<td>2654</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6299.3 + 2654.0</td>
</tr>
<tr>
<td>7/15/2010</td>
<td>Log Books</td>
<td>7.0</td>
<td>+ 73.1</td>
<td>511.7</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6306.3 + 7022.5</td>
</tr>
<tr>
<td>7/15/2010</td>
<td>Tool Box</td>
<td>25.0</td>
<td>+ 280.9</td>
<td>7022.5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6331.3 + 7022.5 +914130.3</td>
</tr>
</tbody>
</table>
### EXHIBIT 21 - WEIGHT AND BALANCE FORM (B-3, C-5 (a) (15 & 17)) (Continued)

**Form C:** Continuous History of Equipped Weight After Weighing

<table>
<thead>
<tr>
<th>Make, Model, Series</th>
<th>Registration Number</th>
<th>Serial Number</th>
<th>Page Number</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Date m/d/yyyy</th>
<th>Description of Item</th>
<th>Weight Change</th>
<th>Current Total Equipped Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Added (+)</td>
<td>Weight</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Weight</td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT 22 - COMPUTED GROSS WEIGHT TABLE (B-3 (a), Exhibit 13))

Each Solicitation may be different therefore verification of applicable table is necessary by each CO. This table is for Type I and Type II aircraft only.

<table>
<thead>
<tr>
<th>AIRCRAFT</th>
<th>COMPUTED GROSS WEIGHT</th>
<th>MAXIMUM EQUIPPED WEIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td>BH 205/17A or B</td>
<td>9,700</td>
<td>6,645</td>
</tr>
<tr>
<td>BH 205/210 17A or B w/BLR</td>
<td>10,000</td>
<td>6,645</td>
</tr>
<tr>
<td>BH 210</td>
<td>9,700</td>
<td>6,645</td>
</tr>
<tr>
<td>BH212</td>
<td>9,800</td>
<td>6,510</td>
</tr>
<tr>
<td>BH212-HP</td>
<td>10,000</td>
<td>6,710</td>
</tr>
<tr>
<td>BH 212 HP BLR</td>
<td>10,250</td>
<td>6,710</td>
</tr>
</tbody>
</table>

When bidding the above aircraft with tank increase maximum equipped weight by 500lbs.

<table>
<thead>
<tr>
<th>AIRCRAFT</th>
<th>Computed Gross Weight @7000/20°C</th>
<th>Computed Gross Weight@ 8000/25°C</th>
</tr>
</thead>
<tbody>
<tr>
<td>BH214B</td>
<td>13,500</td>
<td>13,500</td>
</tr>
<tr>
<td>BH214B1</td>
<td>13,500</td>
<td>13,500</td>
</tr>
<tr>
<td>BH214ST</td>
<td>15,500</td>
<td>15,500</td>
</tr>
<tr>
<td>CH/KV107</td>
<td>18,400</td>
<td>18,400</td>
</tr>
<tr>
<td>SH-3</td>
<td>17,350</td>
<td>17,350</td>
</tr>
<tr>
<td>K-1200</td>
<td>11,400</td>
<td>11,400</td>
</tr>
<tr>
<td>S-61N/(LONG/SHORT)/CMRB/Supp.6/DTD. 5/18/2007</td>
<td>17,400</td>
<td>17,400</td>
</tr>
<tr>
<td>S-61A/V/CMRB/Supp.10/ DTD.07/09/2008</td>
<td>17,400</td>
<td>17,400</td>
</tr>
<tr>
<td>S-61A (T58-GE-402 Engines)</td>
<td>17,000</td>
<td>17,000</td>
</tr>
<tr>
<td>S-70</td>
<td>18,800</td>
<td>18,800</td>
</tr>
<tr>
<td>UH60/A</td>
<td>17000</td>
<td>17000</td>
</tr>
<tr>
<td>CH46E</td>
<td>22,500</td>
<td>22,100</td>
</tr>
<tr>
<td>CH234</td>
<td>44,400</td>
<td>41,600</td>
</tr>
<tr>
<td>CH47D</td>
<td>44,700</td>
<td>42,000</td>
</tr>
<tr>
<td>CH54A</td>
<td>37,100</td>
<td>35,100</td>
</tr>
<tr>
<td>CH54B</td>
<td>40,000</td>
<td>38,500</td>
</tr>
<tr>
<td>S64E</td>
<td>37,100</td>
<td>35,100</td>
</tr>
<tr>
<td>S64F</td>
<td>39,700</td>
<td>36,300</td>
</tr>
</tbody>
</table>

Does not apply to aircraft that are not listed.
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CONTRACT CLAUSES

EXHIBIT 23 - PERFORMANCE BY GOVERNMENT-FURNISHED PILOT (B-14)

(a) General

(1) The following provisions shall apply to the performance of work under the contract, 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-12.

(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 contract rests solely with the Contractor.

(7) The clause Loss, Damage, or Destruction, is applicable to this contract when the Contractor authorizes performance by a Government pilot.

(8) The payment provisions of the contract 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 contract except as delineated below. For the purpose of fulfilling the contractor's obligation under this clause, the Contractor shall procure and maintain during the term of this contract, and any extension thereof, hull insurance meeting FAA requirement, acceptable to the Contracting Officer (CO). The Contractor's insurance coverage shall apply to pilots furnished by the Government to operate this aircraft. The contractor shall procure and maintain during the term of this contract, and any extension thereof, aircraft public liability insurance in accordance with 14 CFR, Parts 198 and 205. The parties names 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 qualifications for potential pilots from the CO.
SECTION D
CONTRACT CLAUSES

EXHIBIT 23 - PERFORMANCE BY GOVERNMENT-FURNISHED PILOT (B-14) (Continued)

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

(3) Each policy or certificate evidencing the insurance shall contain an endorsement that provides that the insurance company will notify the CO thirty (30) days prior to the effective date of any cancellation or termination of any policy or certificate or any modification of a policy or certificate that adversely affects the interest of the Government in such insurance. The notice shall be sent by registered mail and shall identify this contract, the name and address of the Contracting Officer, the policy, and the insured. The Contractor, prior to commencement of work, shall submit to the Contracting Officer one copy of the insurance policy, or confirmation from the insurance company, certifying that the coverage described in this clause has been obtained.

(4) If the aircraft is damaged or destroyed while in the custody and control of the Government, the maximum liability to the Government shall not exceed the Contractor's deductible (if any) stipulated in the insurance coverage. The Contractor's deductible as stipulated in the insurance coverage shall not exceed:

   (i) In-Motion Accidents - Up to 5% of the current insured value of the aircraft as stated in the policy.

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

(5) Such reimbursement shall not be made; however, for loss or damage to the aircraft resulting from (1) normal wear and tear, (2) negligence or fault in maintenance of the aircraft by the Contractor, or (3) defect in construction of the aircraft or a component thereof.

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

(7) The contractor shall use every precaution necessary to prevent damage to public and private property. The Contractor shall be responsible for all damage to property and to persons, including third parties that occurs as a result of their or their agent's or employee's fault or negligence. The term "third parties" is construed to include employees of the Government. The Contractor may be otherwise insured by a combination of primary and excess policies. Such policies must have combined coverage equal to or greater than the combined minimums required.
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EXHIBIT 23 - PERFORMANCE BY GOVERNMENT-FURNISHED PILOT (B-14) (Continued)

(8) Any failure to agree as to the responsibility of the Contractor under this clause shall, after a final finding and determination by the CO, be considered a dispute within the meaning of the “Disputes” clause of this contract.

(9) The Government shall not be liable for damages to contractor equipment or personnel provided under this contract except for damages caused by Government personnel acting within the scope of their official duties as compensable under the Federal Tort Claims Act, 28 U.S.C. 2671-2680.
EXHIBIT 24 - 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 (b) (3) (ii) above shall be provided by the government for all passengers.
SECTION D
CONTRACT CLAUSES

EXHIBIT 25 - 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 rotocraft 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 litter patient a weight and balance shall be computed.
SECTION D
CONTRACT CLAUSES

EXHIBIT 26 - 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 NWCG Standards for Aerial Ignition (PMS 501). See https://www.nw cg.gov/sites/default/files/publications/pms501.pdf.

(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 (IAWG) 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 IAWG.

(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 IAWG.

(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 D
CONTRACT CLAUSES

EXHIBIT 26 - AERIAL IGNITION (B-12) (Continued)

(ii) The Government will provide at the job-site: pad marker(s), wind indicator(s), 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 D
CONTRACT CLAUSES

EXHIBIT 27 - RESERVED
SECTION D
CONTRACT CLAUSES

EXHIBIT 28 - PUBLIC AIRCRAFT OPERATIONS

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

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

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

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

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

**Aircraft Registration Number(s):** N Number(s) of Aircraft on Contract

**Contract Number:** AG-XXXX-X-XX-XXXX

**Contract Type and Service:** EU/CWN, Airtanker/Helicopter/Light FW, etc. Services

**Date of Contract:** Contract Award Date

**Date of Proposed First Flight as a PAO:** Effective Date of Contract

**Date PAO Declaration Expires:** This date should be the final day of the contract period of performance – including the base period of the contract plus all possible option years.

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

**Acquisition Management Official:** XX, Contracting Officer, XXX@fs.fed.us or (XXX) XXX-XXXX

**Government Official Making PAO Flight Determinations:** Assistant Director of Aviation at (202) 205-1410.

Please contact Assistant Director of Aviation at (202) 205-1410 with comments or questions regarding the PAO declaration.
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CONTRACT CLAUSES

EXHIBIT 29 - RESERVED
EXHIBIT 30 - RESERVED
SECTION D  
CONTRACT CLAUSES

EXHIBIT 31 - SAFETY MANAGEMENT SYSTEM (SMS) COMPONENTS QUESTIONNAIRE AND ACCIDENT HISTORY

The FS aviation program views Safety Management Systems (SMS) as a critical element for contract evaluation. A complete response is highly encouraged.

(a) Safety Management System Components

The FS aviation program uses Safety Management Systems (SMS) agency-wide approach to aviation operations that includes safety management policy, safety risk management, safety assurance and safety promotion. Provide evidence of your SMS program as described below.

Note: Under the column heading OFFEROR ACTION REQUIRED on the form, the documentation provided must describe the policy or process used to meet the standard with completed evidence. Blank forms are not acceptable as evidence. For example, for audit evidence under Safety Assurance, a certificate of an SMS audit serves as evidence; or a copy of a “self-validated” SMS audit will suffice. If no action is stated, simply mark the column with a Y, N or N/A where applicable.

The International Standard for Business Aircraft Operations (IS-BAO) and the Federal Aviation Administration (FAA) in AC120.92A can provide the explanations and examples of the requested standards below.

<table>
<thead>
<tr>
<th>SAFETY MANAGEMENT SYSTEM COMPONENTS</th>
<th>Y</th>
<th>N</th>
<th>A</th>
<th>OFFEROR ACTION REQUIRED</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1 Standard</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Safety Policy and Objectives</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1a Are key safety personnel appointed? Is there an identified trained Aviation Safety Manager?</td>
<td></td>
<td></td>
<td></td>
<td>Describe and provide evidence.</td>
</tr>
<tr>
<td>1b Does the company have an organizational structure (organizational chart) that clearly defines duties, authorities and accountabilities?</td>
<td></td>
<td></td>
<td></td>
<td>Describe and provide evidence.</td>
</tr>
<tr>
<td>1c Where the company has more than one operating base, has the management structure addressed the management responsibilities at each location?</td>
<td></td>
<td></td>
<td></td>
<td>Describe and provide evidence.</td>
</tr>
<tr>
<td><strong>Operations Manual</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Does the Operations Manual contain a flight operations and aircraft maintenance policy?</td>
<td></td>
<td></td>
<td></td>
<td>Describe</td>
</tr>
<tr>
<td>• Does the Operations Manual contain an operational control system and SOP’s?</td>
<td></td>
<td></td>
<td></td>
<td>Provide evidence.</td>
</tr>
<tr>
<td>• Is the Operations Manual approved by management (CEO)?</td>
<td></td>
<td></td>
<td></td>
<td>Describe and provide evidence.</td>
</tr>
<tr>
<td>• Is the Operations Manual amended or revised as necessary to ensure that the information contained in it is kept up to date?</td>
<td></td>
<td></td>
<td></td>
<td>Describe and provide evidence.</td>
</tr>
</tbody>
</table>
## SECTION D
### CONTRACT CLAUSES

### SAFETY MANAGEMENT SYSTEM COMPONENTS

<table>
<thead>
<tr>
<th>Standard</th>
<th>Y</th>
<th>N</th>
<th>NA</th>
<th>OFFEROR ACTION REQUIRED</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Have the employees been trained on the Operations Manual?</td>
<td></td>
<td></td>
<td>NA</td>
<td>Provide evidence.</td>
</tr>
<tr>
<td>• Does the Operations Manual reflect the type operation that is being contracted for?</td>
<td></td>
<td></td>
<td>NA</td>
<td>Describe and provide evidence.</td>
</tr>
<tr>
<td><strong>Emergency Response Plan</strong></td>
<td></td>
<td></td>
<td>NA</td>
<td>Describe and provide evidence.</td>
</tr>
<tr>
<td>• Do you have an internal emergency response plan?</td>
<td></td>
<td></td>
<td>NA</td>
<td>Describe.</td>
</tr>
<tr>
<td>• Is the Accident / Emergency Plan available to all employees?</td>
<td></td>
<td></td>
<td>NA</td>
<td>Provide evidence.</td>
</tr>
<tr>
<td>• Are personnel who have a role in the emergency response plan trained in their role, and is the plan exercised periodically in order to test its integrity?</td>
<td></td>
<td></td>
<td>NA</td>
<td>Provide evidence.</td>
</tr>
<tr>
<td><strong>2 Safety Risk Management</strong></td>
<td></td>
<td></td>
<td>NA</td>
<td>Provide evidence.</td>
</tr>
<tr>
<td><strong>2a</strong> Does the company have a Risk Management Policy?</td>
<td></td>
<td></td>
<td>NA</td>
<td>Provide evidence.</td>
</tr>
<tr>
<td><strong>2b</strong> Has the company developed and maintained a Risk Management Process to:</td>
<td></td>
<td></td>
<td>NA</td>
<td>Describe and provide evidence. No blank forms.</td>
</tr>
<tr>
<td>- Identify Hazards</td>
<td></td>
<td></td>
<td>NA</td>
<td>Describe and provide evidence. No blank forms.</td>
</tr>
<tr>
<td>- Risk Analysis (Exposure)</td>
<td></td>
<td></td>
<td>NA</td>
<td>Describe and provide evidence. No blank forms.</td>
</tr>
<tr>
<td>- Risk Assessment (Severity and likelihood)</td>
<td></td>
<td></td>
<td>NA</td>
<td>Describe and provide evidence. No blank forms.</td>
</tr>
<tr>
<td>- Decision Making (Mitigations)</td>
<td></td>
<td></td>
<td>NA</td>
<td>Describe and provide evidence. No blank forms.</td>
</tr>
<tr>
<td>- Validation of Control (Controls effective)</td>
<td></td>
<td></td>
<td>NA</td>
<td>Describe and provide evidence. No blank forms.</td>
</tr>
<tr>
<td><strong>2c</strong> Does the company have an Operational Risk Management (ORM) Worksheet or Flight Risk Analysis Tool (FRAT)* Worksheet.</td>
<td></td>
<td></td>
<td>NA</td>
<td>Describe and provide evidence.</td>
</tr>
<tr>
<td><strong>2d</strong> Is there a process to elevate the risk decision outcome? i.e. Chief Pilot? CEO?</td>
<td></td>
<td></td>
<td>NA</td>
<td>Describe and provide evidence.</td>
</tr>
<tr>
<td><strong>3 Safety Assurance</strong></td>
<td></td>
<td></td>
<td>NA</td>
<td>Provide your latest plan.</td>
</tr>
<tr>
<td><strong>3a</strong> Have operations (internal or external) audits been conducted in this past field season?</td>
<td></td>
<td></td>
<td>NA</td>
<td>Describe and provide evidence of this audit.</td>
</tr>
<tr>
<td><strong>3b</strong> Is there an Action Plan (AP) developed from the audits?</td>
<td></td>
<td></td>
<td>NA</td>
<td>Provide your latest plan.</td>
</tr>
<tr>
<td><strong>3c</strong> Does the company have a Quality Assurance Program?</td>
<td></td>
<td></td>
<td>NA</td>
<td>Describe and provide evidence.</td>
</tr>
</tbody>
</table>
### SECTION D
**CONTRACT CLAUSES**

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<table>
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<tbody>
<tr>
<td><strong>3d</strong></td>
<td>Has the company developed and maintained a means of: monitoring and measuring safety performance, identifying and managing organizational changes that may affect safety, ensuring continual improvement?</td>
<td>What action has your company taken and/or plans to facilitate change? Describe and provide evidence.</td>
</tr>
<tr>
<td><strong>3e</strong></td>
<td>Does the company have a training program that ensures personnel are trained and competent to perform their assigned duties?</td>
<td>Do you have a process that can train your pilots and mechanics, both initially and annually, on the requirements of this contract? Describe and provide evidence.</td>
</tr>
<tr>
<td><strong>3f</strong></td>
<td>Does the company have a separate training program for: pilots, maintenance personnel, fuelers / truck drivers?</td>
<td>Describe and provide evidence.</td>
</tr>
</tbody>
</table>

#### 4 Safety Promotion

<p>| | | |</p>
<table>
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<tbody>
<tr>
<td><strong>4a</strong></td>
<td>Has the company developed and maintained a formal means of safety communication (like SAFECOM)</td>
<td>Briefly describe technology your company has acquired to facilitate communication with deployed pilots. Describe and provide evidence</td>
</tr>
<tr>
<td><strong>4b</strong></td>
<td>Are there lessons-learned developed from incidents/accidents? Are they shared with the company personnel?</td>
<td>Provide evidence.</td>
</tr>
<tr>
<td><strong>4c</strong></td>
<td>Is a Safety Award system in place?</td>
<td>Describe</td>
</tr>
</tbody>
</table>

(b) Accident History for the previous 5 years: Include all aircraft that have operated under your Operating Certificates (fixed wing and rotor wing). Complete the blocks that apply to your company accident history.

1. Total number of flight hours for the previous 5 years: 
2. Number of aircraft accidents reported to NTSB in the previous 5 years: 

If your company has had an accident in the last 5 years provide an accident prevention action plan or evidence of actions taken to prevent future accidents.

If you had an accident that was reported to the NTSB and it was downgraded to an incident, you must provide evidence from the NTSB.
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EXHIBIT 32 - TRANSPORTATION WORKSHEET

When assigned to an alternate base, the Contractor will be paid for actual necessary and reasonable costs associated with transporting authorized personnel (relief crew). The Contractor is responsible for advising the on-site Government representative(s) of the anticipated cost associated with transporting relief (and/or maintenance) personnel to the alternate base prior to the relief exchange. Claims must be supported by itemized invoices, summarized on this worksheet, and submitted to the COR.

See contract clause “Transportation Costs Associated with Operating Away From the Designated Base” for detailed information.

<table>
<thead>
<tr>
<th>VENDOR:</th>
<th>AIRCRAFT TAIL NUMBER:</th>
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<tbody>
<tr>
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</table>

<table>
<thead>
<tr>
<th>DATE:</th>
<th>ALTERNATE BASE LOCATION</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

**Relief Exchange – Involved Crew Member(s)**

- Pilot (list on page 2)
- Fuel Servicing Vehicle Driver (list on page 2)
- Mechanic (if required by contract) (list on page 2)
- Additional Personnel
  - Mechanic
  - Other

<table>
<thead>
<tr>
<th>Name</th>
<th>Reason for providing additional personnel</th>
</tr>
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<tbody>
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</table>

**ITEMIZATION OF COSTS – From Page 2 (vendor maintain receipts at home base)**

<table>
<thead>
<tr>
<th>Airline Transportation</th>
<th>Total for all positions from page 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charter Aircraft</td>
<td></td>
</tr>
<tr>
<td>Rental Car</td>
<td></td>
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<tr>
<td>Rental Car Fuel</td>
<td></td>
</tr>
<tr>
<td>POV automobile</td>
<td></td>
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<tr>
<td>*POV/Company aircraft</td>
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</table>

<table>
<thead>
<tr>
<th>Mileage</th>
<th>From</th>
<th>To</th>
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<tbody>
<tr>
<td></td>
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- Other (explain)

<table>
<thead>
<tr>
<th>Cost</th>
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</table>

**Total Cost**

Vendor: Fill out page 1 and 2 of the Transportation Worksheet (relief costs). Receipts shall match information provided on page 2; maintain actual receipts at Home Base.

*If POV/Company aircraft used to transport relief, the vendor must provide airline ticket cost comparison. Government will pay the lesser amount.*

Vendor Signature: Date

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CONTRACT CLAUSES

### EXHIBIT 32 - TRANSPORTATION WORKSHEET (Continued) (Use Extra Sheets If Needed)

<table>
<thead>
<tr>
<th>AC Location</th>
<th>Pilot Name(s)</th>
<th>Travel In</th>
<th>Travel Out</th>
<th>Airline ticket</th>
<th>Rental Car</th>
<th>Rental Car Gas</th>
<th>*POV-auto (GSA rate x miles)</th>
<th>*POV-aircraft (GSA rate x SM)</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
<td></td>
<td>Mechanic Name(s)</td>
<td></td>
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<tr>
<td></td>
<td>Fuel Service Driver Name(s)</td>
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</tbody>
</table>

*Applicable (yr.) - Rate per mile x nautical miles (NM)

*Applicable (yr.) - Rate per mile x statute miles (SM)  (1NM equals 1.15077945 SM)
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EXHIBIT 33 – RESERVED
SECTION D
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D-1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

D-2 ADDENDUM TO 52.212-4 (OCT 2018) CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS CLAUSES INCORPORATED BY REFERENCE

52.203-3 Gratuities (APR 1984)
52.203-12 Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
52.204-4 Printed or Copied Double-Sided on Recycled Paper (MAY 2011)
52.204-7 System for Award Management (OCT 2018)
52.204-13 System for Award Management Maintenance (OCT 2018)
52.204-19 Incorporation by Reference of Representations and Certifications (DEC 2014)
52.219-6 Notice of Total Small Business Set-Aside (NOV 2011)
52.228-5 Insurance - Work on a Government Installation (JAN 1997)
52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)
52.242-13 Bankruptcy (JUL 1995)
52.245-9 Use and Charges (APR 2012)

D-3 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (52.212-5) (JAN 2019)

(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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)


(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:

[Contracting Officer check as appropriate.]
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☐ (5) [Reserved]


☐ (10) [Reserved]


☐ (ii) Alternate I (Nov 2011) of 52.219-3.

☐ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

☐ (ii) Alternate I (Jan 2011) of 52.219-4.

☐ (13) [Reserved]


☐ (ii) Alternate I (Nov 2011).

☐ (iii) Alternate II (Nov 2011).
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☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☐ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).


☐ (ii) Alternate I (Nov 2016) of 52.219-9.

☐ (iii) Alternate II (Nov 2016) of 52.219-9.

☐ (iv) Alternate III (Nov 2016) of 52.219-9.


☐ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

☑ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).

☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).


☑ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).


☑ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).

☑ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

☑ (28) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
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☐ (ii) Alternate I (Feb 1999) of 52.222-26.


☐ (ii) Alternate I (July 2014) of 52.222-35.


☐ (ii) Alternate I (July 2014) of 52.222-36.

☒ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).


☒ (33) (i) 52.222-50, Combating Trafficking in Persons (JAN 2019)


☒ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E.O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☒ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).

☐ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

☐ (38) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514)


☐ (39) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (Jun 2014) of 52.223-14.

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☐ (41) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (Jun 2014) of 52.223-16.


☐ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

☐ (44) 52.223-21, Foams (Jun 2016) (E.O. 13696).


☐ (ii) Alternate I (Jan 2017) of 52.224-3.


☐ (ii) Alternate I (May 2014) of 52.225-3.

☐ (iii) Alternate II (May 2014) of 52.225-3.

☐ (iv) Alternate III (May 2014) of 52.225-3.


☒ (49) 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).


☐ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

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☐ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).


☐ (56) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).


☐ (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).

☐ (60) (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.

☐ (iii) Alternate II (Feb 2006) 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:

[Contracting Officer check as appropriate.]

☐ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)


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☐ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

(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—


(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 114-223) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
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(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (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 $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(v) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).


(x) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

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


(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)


(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
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(B) Alternate I (Jan 2017) of 52.224-3.


(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 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.

(End of Clause)

Alternate I (Feb 2000). As prescribed in 12.301(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".

Alternate II (Jan 2019). As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)

(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—
SECTION D
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(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—


(C) 52.204–23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115–11).

(D) 52.219–8, Utilization of Small Business Concerns (Oct 2018) (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 $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219–8 in lower tier subcontracts that offer subcontracting opportunities.

(E) 52.222–21, Prohibition of Segregated Facilities (Apr 2015).

(F) 52.222–26, Equal Opportunity (Sep 2016) (E.O. 11248).


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


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(N) 52.222–54, Employment Eligibility Verification (Oct 2015) (Executive Order 12989).

(O) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).


(2) Alternate I (Jan 2017) of 52.224-3


(S) 52.226–6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226–6.

(T) 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.

D-4 Reserved

D-5 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 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.

<table>
<thead>
<tr>
<th>Employee</th>
<th>Class</th>
<th>Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aircraft Pilot</td>
<td>GS-11</td>
<td>$29.10</td>
</tr>
<tr>
<td>Aircraft Mechanic</td>
<td>WG-11</td>
<td>$29.43</td>
</tr>
</tbody>
</table>

D-6 AVAILABILITY OF FUNDS (FAR 52.232-18) (APR 1984)

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

D-7  PROPERTY AND PERSONAL DAMAGE

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

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

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

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

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

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

D-8  ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS (AGAR 452.209-71) (ALTERNATE 1) (FEB 2012)

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

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

(2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.
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(b) If the awardee fails to comply with these provisions, the Forest Service may terminate this contract for default and may recover any funds the awardee has received in violation of sections 433 or 434.

D-9  NOTICE OF CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (JULY 2010)

(a) The US Forest Service has implemented the Contractor Performance Assessment Reporting System (CPARS) for reporting all past performance information. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

(c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm’s past performance evaluation(s) for the contract no later than 60 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS are available at http://www.cpars.csd.disa.mil/. The CPARS User Manual, registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation and the report will be accessible at http://www.cpars.csd.disa.mil/. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment.

Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official’s narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 – 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions.

If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating “No comment” in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 60 days, it will automatically be returned to the Government and will be annotated: “The report was delivered/received by the
SECTION D
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contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 60 calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

(1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.

(2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

(3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 60-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

D-10 INSPECTION AND ACCEPTANCE (AGAR 452.246-70) (FEB 1988)

The Contracting Officer or the Contracting Officer's duly authorized representative will inspect and accept the supplies and/or services to be provided under this contract.


A post award conference with the successful offeror is required. It will be scheduled within 14 days after the date of contract award. The conference will be held at the Contractor's facility or other locations acceptable to both parties.

D-12 GOVERNMENT-FURNISHED PROPERTY

The Government will provide the following item(s) of Government property to the Contractor for use in the performance of this contract. This property shall be used and maintained by the Contractor in accordance with the provisions of FAR 52.245-1 Government.

(1) Miscellaneous Maintenance Records

(2) US Government Intellectual Property

(3) US Government furnished parts

(4) Government Furnished Aircraft
SECTION D
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D-13 AFFIRMATIVE PROCUREMENT OF BIO BASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACT (FAR 52.223-2) (SEPT 2013)

(a) In the performance of this contract, the contractor shall make maximum use of bio based products that are United States Department of Agriculture (USDA)-designated items unless—

(1) The product cannot be acquired—

   (i) Competitively within a time frame providing for compliance with the contract performance schedule;

   (ii) Meeting contract performance requirements; or

   (iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

   (i) Spacecraft system and launch support equipment.

   (ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at [http://www.biopreferred.gov](http://www.biopreferred.gov).

(c) In the performance of this contract, the Contractor shall—

   (1) Report to [http://www.sam.gov](http://www.sam.gov), with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

   (2) Submit this report no later than—

      (i) October 31 of each year during contract performance; and

      (ii) At the end of contract performance.

D-14 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 5 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
SECTION D
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(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 4 years 6 months.

D-15 ECONOMIC PRICE ADJUSTMENT SPECIFIED FLIGHT RATE CONTRACTS

(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 $5.53 and the baseline price for Jet A fuel is established at $4.85 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.

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
SECTION D
CONTRACT CLAUSES

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-16  OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 20 Days.
U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE

CONTRACT NO.: [0145]

PROJECT: NATIONAL AERIAL SUPERVISION MODULE (ASM) DRY LEASE AIRCRAFT

CONTRACTOR: TENAX AEROSPACE, LLC
124 One Plaza, Suite 2100
Madison, MS 39110

PHONE: (601) 352-1107

ISSUED & ADMINISTERED BY: USDA-FOREST SERVICE CONTRACTING
National Interagency Fire Center
3833 South Development Avenue
Owyhee Bldg., Suite 1100
Boise, ID 83705-5354

CONTRACTING OFFICER
Robert Hoffman
Telephone: 208-387-5681
FAX: 208-387-5384
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**OFFER TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

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<th>3. AWARD/EFFECTIVE DATE</th>
<th>4. ORDER NUMBER</th>
<th>5. SOLICITATION NUMBER</th>
<th>6. SOLICITATION ISSUE DATE</th>
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<th>b. TELEPHONE NUMBER (No collect call)</th>
<th>8. OFFER DUE DATE/Local Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>ROBERT HOFFMAN</td>
<td>(208) 387-5681</td>
<td></td>
<td>February 20, 2020 14:00 MST</td>
</tr>
</tbody>
</table>

9. ISSUED BY  
U.S. FOREST SERVICE – CONTRACTING  
NATIONAL INTERAGENCY FIRE CENTER  
OWYHEE BUILDING - MS 1100  
3833 S. DEVELOPMENT AVE  
BOISE, ID 83705-5354

10. THIS ACQUISITION IS □ UNRESTRICTED OR □ SET ASIDE: 100% FOR:  
□ SMALL BUSINESS  
□ HUBZONE SMALL BUSINESS  
□ (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM  
□ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  
□ 8(a)  
□ [ ] NAICS: [532411]  
□ SIZE STANDARD: $52.5M  

11. DELIVERY FOR FOR DESTINATION UNLESS BLOCK IS MARKED □ SEE SCHEDULE

12. DISCOUNT TERMS  
□ [ ] THIS CONTRACT IS A RATED ORDER UNDER DPAS (L FPR 700)

13. RATING

14. METHOD OF SOLICITATION  
□ RFP  
□ IFB  
□ RFQ

15. DELIVER TO  
CODE  

16. ADMINISTERED BY  
CODE  

17. CONTRACTOR CODE  
BIXWL

18. PAYMENT WILL BE MADE BY  
CODE

19. SCHEDULE OF SUPPLIES/SERVICES  

20. ACCOUNTING AND APPROPRIATION DATA

21. TOTAL AWARD AMOUNT (For Gov't Use Only)  
$6,500,000.00

22. CONTRACTOR AGRUES TO FURNISH AND DELIVER ALL ITEMS IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

23. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  
ROBERT HOFFMAN

31b. NAME OF CONTRACTING OFFICER (Type or print)  
Robert Hoffman

STANDARD FORM 1449 (REV. 2/2012)  
Prepared by OSA - FAR (48 CFR) 53.212
SECTION B
SCHEDULE OF ITEMS AND SPECIFICATIONS

B.2 LEASED AIRCRAFT

(a) The Government plans to award a Firm Fixed Price type contract, with fixed-price rates for the dry lease of aircraft and flight hours used. The number of flight hours is dependent upon the amount of wild land fire and other related activities each year, which makes estimating the total overall contract quantity of flight hours difficult to predict. Many variables determine the severity and the length of fire seasons, including weather and local or regional long-term climate trends such as droughts or unusually wet periods. Two to four hundred (200-400) flight hours are estimated annually. However, this estimate IS NOT A REPRESENTATION OR A GUARANTEE to an offeror or Contractor that the estimated flight hour quantities will be incurred, or those conditions affecting requirements will be stable or normal. The Government requires that all aircraft are of the same make/model/series as defined for each CLIN’s performance requirements, for this acquisition. The Government may also consider alternate proposals for a mix of aircraft that are of the same make and different models.

(b) This acquisition is for 10 minimum and up to 15 multi-engine turbine aircraft to be rented on a dry lease basis, with contractor provided maintenance and insurance, available for the exclusive use by Government pilots for wild land fire missions and other administrative activities. The daily rate is to accommodate payment flexibility for inconsistent days in a month or in a year.

(c) All aircraft under the resultant contract shall be ready for delivery in accordance with the delivery dates specified in C.20 to the US Forest Service. Delivery will occur at the Contractor’s base of operations or other mutually agreed upon location.

(d) One award of all Contract Line Item Numbers (CLIN’s) will be made.

B.3 BACKGROUND AND SCOPE OF CONTRACT

(a) The United States Forest Service (USFS) is responsible for protecting National Forest lands from wild land fires and, by agreement with other agencies, assists in protecting other jurisdictions. The FS has accomplished this mission by sharing resources with other State and Government cooperators. Since the 1950s, the FS has placed increasing reliance on fixed and rotor wing aircraft to support fire suppression operations. Aircraft are used to drop fire retardant, deliver smokejumpers to remote areas, deliver helitack firefighters for passenger and cargo transportation, and to provide logistical and administrative support.

(b) To ensure the efficiency and safety of aviation operations, the FS deploys airborne Aerial Supervision Module (ASM) platforms for in-flight supervision on fires and to conduct other administrative support activities. When the aircraft is performing the low level support role (Lead plane), the mission will consist of directing and guiding air tankers into fire areas and as necessary “leading” them during the actual retardant drop, at times operating below 500 feet above ground level (AGL) in steep mountainous terrain and turbulent conditions. The air attack mission (ATGS) consists of operating above 500’ (AGL) and coordinating tactical use of all aircraft working at the incident. The ASM role combines both the Leadplane and ATGS role into one. The administrative support mission includes carrying passengers and/or cargo.
SECTION B
SCHEDULE OF ITEMS AND SPECIFICATIONS

(c) This solicitation and resultant commercial, Firm Fixed Price (FFP) type contract will be awarded for the dry lease of manufacturer built, dual-engine, turbine-powered aircraft. The Contractor shall make the aircraft available for year-round, exclusive use by Federal Government or contracted pilots for missions associated with supporting wild land fire suppression. Other types of work to a lesser degree will be resource management, passenger and cargo transportation, law enforcement, pilot training, pilot proficiency, and administrative activities.

(d) The ASM mission consists of directing and guiding large air tankers into a fire area, and as necessary, “leading” them during actual retardant drop. This means operating below 500 feet AGL in steep mountainous terrain in turbulent conditions. The aircraft may have other Government employees on board as an Air Tactical Supervisor (AITS), an instructor, and/or trainee. Mission/Agency qualified Government and contract pilots will operate all of these aircraft. The Contractor shall provide the aircraft and complete maintenance of the aircraft. The Government shall provide all of the fuel. The contractor shall provide all oxygen, petroleum, oils, and lubricants (POL) for the aircraft. The Government will operate in accordance with the United States Department of Agriculture Forest Service Manual FSM 5700 – Aviation Management, Forest Service Handbook FSH 5709.16 and all applicable portions of 14 CFR Part 91.

B.4 TECHNICAL REQUIREMENTS AND AIRCRAFT SPECIFICATIONS

(a) The contractor shall provide specific written authorization from the aircraft manufacturer by make, model, series, and serial number for operation in the firefighting environment. The aircraft must have a manufacturer approved maintenance and inspection program that accounts for usage in the firefighting environment. The aircraft shall be FAA certificated as a Normal, Standard, or Utility category twin-engine airplane, be certificated for single pilot operation with a minimum flight deck capacity of two with dual controls plus a minimum passenger capacity of two.

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

(c) Aircraft Performance Requirements.

1. Minimum Aircraft Performance Requirements

   (i) **Useful Load:** 800 lb. or greater payload when fully equipped with 4 hours plus 30 minute reserve.

   (ii) **Speed:** Cruise speed of 230 knots or greater True Airspeed (TAS).

   (iii) **Endurance:** A flight endurance at maximum range power setting while maintaining four (4) hours plus 30 minute reserve or longer@ 14,000ft MSL @ ISA +20 Degrees C.

   (iv) **Power Plant:** The airplane must be in current production, twin-engine, turboprop, manufacturer built (no amateur or manufacturer built kit aircraft), new or used. The airplane must have auto feather or similar system capable of automatically feathering the propeller of a failed engine. If equipped with retractable landing gear, a gear warning horn silence button must be mounted on the pilot’s yoke or power levers to facilitate
SECTION B
SCHEDULE OF ITEMS AND SPECIFICATIONS

silencing the horn with the flaps up or in an approach position regardless of power lever position.

(v) Performance: The airplane shall have a minimum maneuvering speed (Va) of 150 Knots Indicated Airspeed (KIAS) or greater. The aircraft must have a minimum controllable airspeed (Vmca) of 100 KIAS or lower, a single engine service ceiling of 12,500 feet or higher (pressure altitude and standard temperature) and the ability to maintain a single engine rate of climb at 120 KIAS or slower. The airplane shall have a maximum gross take-off weight of no more than 19,000 pounds.

(vi) Environmental: Pressurized aircraft with environmental controls.

B.5 AVIONICS

(a) MINIMUM REQUIREMENTS

(1) All avionics used to meet this specification shall comply with the requirements of paragraph b. (AVIONICS SPECIFICATIONS) and paragraph c. (AVIONICS INSTALLATION AND MAINTENANCE STANDARDS).

(2) ASM aircraft shall be approved for day and night Visual Flight Rules (VFR), Instrument Flight Rules (IFR), and flight into known icing conditions. Aircraft with identical avionics, autopilots and flight directors are preferred.

(3) The following are the minimum avionics which shall be installed. Additional avionics may be required. Please read this document thoroughly.

(i) Three VHF-AM Radios ((COM 1, COM 2, Com 3,)
(ii) Three VHF-FM Radios (FM 1, FM 2 & FM 3)
(iii) FM channeling switches on the PIC and SIC yoke for FM 1 and FM 2
(iv) An Intercom System (ICS) for the PIC, SIC/observer and Instructor (directly behind the SIC/observer)
(v) Separate Audio Control systems for the PIC, SIC/observer and Instructor. Audio control systems shall not mute Receive and ICS audio during Transmit Operations.
(vi) Bose compatible aviation series powered headset jacks for the PIC and SIC/observer in addition to the JJ-033 and JJ-034 microphone and headset jacks.
(vii) Controls for the PIC, and SIC/observer to each independently adjust headphone volume for each communications receiver.
(viii) Individual cockpit speakers for the PIC and SIC/observer
(ix) Controls for the PIC and SIC/observer to each independently select and adjust speaker volume, independent of headset audio, for each communications receiver.
(x) One IFR certified Global Positioning Systems (GPS) with moving map
(xi) An Emergency Locator Transmitter (ELT) certified to TSO-C126
(xii) An Automated Flight Following system (AFF)
(xiii) One Mode S Transponder
(xiv) One Altimeter and Automatic Pressure Altitude Reporting system
(xv) One Traffic Advisory System (TAS) with 1 mile display selection
(xvi) A Three Axis Autopilot (Roll, Pitch, and Yaw) with Flight Director
(xvii) One RADAR Altimeter
SECTION B
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(xviii) One Multi-Function Display (MFD)
(xix) Equipment and lighting for night VFR operations in accordance with 14 CFR 135.159 and 14 CFR 135.161
(xx) Two VOR/Localizer systems
(xxi) One Glideslope system interfaced to the #1 Localizer
(xxii) One Three Light Marker Beacon system
(xxiii) One Weather RADAR system usable during all flight conditions (xxiv)
(xxiv) One Satellite Weather system with XM Aviator subscription or equivalent.
(xxv) One Class B Terrain Awareness and Warning System (TAWS)
(xxvi) 3 Dual USB charging ports at the PIC, SIC/Observer, and Instructor positions.
(xxvii) Portable Electronic Device (PED) tolerance, by STC, in all phases of flight.
(xxviii) ADS-B IN and OUT

(b) AVIONICS SPECIFICATIONS

(1) Communications systems

(i) Transmitters shall not open squelch on, or interfere with, other AM or FM transceivers on the aircraft which are monitoring different frequencies. Transmit interlock functions shall not be used with communication transceivers.

(ii) VHF-AM Radios: VHF-AM radios shall be TSO approved aeronautical transceivers, permanently installed, and operate in the frequency band of 118.000 to 136.975 MHz with a minimum of 760 channels in no greater than 25 KHz increments. Transmitters shall have a minimum of 5 Watts carrier output power.

(iii) VHF-FM Radios: All aircraft approved for fire operations shall use P25 Digital VHF-FM transceivers meeting the specifications of FS/OAS A-19. FM radios used in all aircraft shall be agency approved. FS/OAS A-19 and a list of currently approved FM radios can be found on the following website: http://www.nifc.gov/NiICD/documents.html. The following requirements shall be met.

(A) VHF-FM radios shall be aeronautical transceivers, permanently installed in a location that is convenient to the PIC and SIC/observer, and operate in the frequency band of 138 to 174 MHz. All usable frequencies shall be programmable in flight. Narrowband and digital operation shall be selectable by channel for both MAIN and GUARD operation. Carrier output power shall be 6-10 Watts nominal.

(B) Transceivers shall have a GUARD capability constantly monitoring 168.625 MHz and have a tone of 110.9 on all GUARD transmissions. Simultaneous monitoring of MAIN and GUARD is required. Scanning of GUARD is not acceptable. Aircraft not approved for Air Tactical operation only require one FM GUARD receiver.

(C) Transceivers shall have the capability of encoding CTCSS sub audible tones on all channels. A minimum of 32 tones meeting the current TIA/EIA-603A standards shall be selectable.

(D) Transceivers shall have the capability to display both receiver and transmitter frequencies. Activation indicators for transmit and receive shall be provided for both MAIN and GUARD operation.
SECTION B
SCHEDULE OF ITEMS AND SPECIFICATIONS

(E) The radio shall use an external broadband antenna covering the frequency band of 138 to 174 MHz (Comant CI-177-1 or equivalent).

(2) Audio Systems
   (i) Intercom systems (ICS): ICS shall integrate with the aircraft audio control systems and mix with selected receiver audio. An ICS volume control and a "hot mic" capability shall be provided for the PIC and SIC/observer. Passenger volume adjustments shall not affect the PIC. Hot mic may be voice activated (VOX) or controlled via an activation switch. The PIC shall have an isolation capability.
   (ii) Audio Control systems

(A) General
   (1) Controls for transmitter selection and independent receiver selection of all required radios shall be provided for each required audio control system. Each system shall have the capability to simultaneously select and utilize a different transceiver (and PA if required). Side tone shall be provided for the user as well as for cross monitoring by all installed systems. Receiver audio shall be automatically selected when the corresponding transmitter is selected. Receiver audio shall be provided to each position which requires ICS. Aft audio control systems are not required to provide NAV audio.
   (2) All required passenger positions shall utilize the SIC/observer's audio control system unless an aft audio control system is installed. Drop cords may be used provided MS3112E10-6S type 6-pin connectors are installed adjacent to the required passenger headset jacks and wired for compatibility with an appropriate drop cord (Alpine Aerotech AAL280 series or equivalent).
   (3) All associated audio controls shall be labeled as COM-1, COM-2, COM-3, FM-1, FM-2, FM-3 etc... with the corresponding transceiver labeled to match. Audio shall be free of distortion, noise, or crosstalk. The system shall be designed for use with 600 ohm earphones and carbon equivalent, noise cancelling, boom type microphones. All required positions shall have JJ-033 and JJ-034 type microphone and headphone jacks separated by no more than 4 inches. Cockpit speakers shall be sufficiently amplified for use in flight.
   (4) Crew positions shall have radio Push-To-Talk (PTT) switches on their respective flight controls. A PTT switch shall be provided to allow the SIC/observer to transmit without touching the flight controls.

(B) Drop Cord Requirements
   (1) Coil cord with sufficient length to provide unrestricted movement according to mission requirements (Minimum 3 feet retracted)
   (2) 6-Pin MS3476L10-6P type connector on the coil cord
   (3) JJ-033 and JJ-034 type headset jacks at the housing
   (4) Large clip
   (5) Volume control
   (6) ICS switch with momentary and lock positions
   (7) Radio PTT switch (only for positions which require radio transmit)
SECTION B
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(C) Aft Audio Control systems
(1) The audio controller shall be installed in a location that provides the operator directly behind the SIC/observer unobstructed access to the controls while seated. Aft passengers shall utilize this audio control system. If multiple aft audio controllers are installed, passengers shall utilize the most logical system.
(2) The audio controller shall be installed in a location that provides the operator directly behind the SIC/observer unobstructed access to the controls while seated. Aft passengers shall utilize the aft audio control system(s).

(D) Required Audio Control systems
(1) Two separate audio control systems for the PIC and SIC/observer. These shall be identical individual units.
(2) An aft audio control system for the instructor
(3) Drop cords for the SIC/observer and instructor

(3) Navigation systems
(l) Global Positioning Systems (GPS)
(A) Aeronautical GPS: Each required GPS shall be TSO approved, permanently installed where both the PIC and SIC/observer can clearly view the display, use an approved external aircraft antenna, and be powered by the aircraft electrical system. The GPS shall utilize the WGS-84 datum, reference coordinates in the DM (degrees/minutes/decimal minutes) format and have the ability to manually enter waypoints in flight. The GPS navigation database shall be updated annually covering the geographic areas where the aircraft will operate.
(B) GPS with Moving Map: The GPS providing data to the moving map shall meet all of the above GPS requirements. The moving map’s display shall be 3 inches wide, 1.5 inches high, and show the aircraft’s present position relative to user selected waypoints and geographical features. The map may be integrated with the GPS.

(4) Surveillance systems
(l) Emergency Locator Transmitters (ELT) must be certified to TSO-C126 or newer. ELTs must be automatic-fixed, installed in a conspicuous or marked location, and meet the requirements detailed in 14 CFR 91.207 (excluding section f). ELT mounts must use rigid attachments and meet the deflection requirements of RTCA/DO-204. Velcro style mounts are not acceptable. ELT antennas must be mounted externally to the aircraft unless installed in a location approved by the aircraft manufacturer. Documentation of current registration is required from the national authority for which the aircraft is registered.
(ii) Automated Flight Following systems (AFF): Automated flight following systems shall be compatible with the government’s tracking program (AFF.gov), utilize satellite communications, and use aircraft power via a dedicated circuit breaker. AFF shall be functional in all phases of flight and in all geographic areas where the aircraft will operate. The following additional requirements shall be met.
SECTION B
SCHEDULE OF ITEMS AND SPECIFICATIONS

(A) A subscription service shall be maintained through the equipment provider allowing position reporting via the Government AFF Program. The reporting interval shall be every two minutes while in flight.

(B) AFF equipment shall be registered with AFF.gov providing all requested information. Changes to equipment and registration information shall be reported to AFF.gov ensuring the program is current prior to aircraft use. For assistance, the Fire Applications Help Desk (FAHD) may be reached at (866) 224-7677 or (360) 326-6002.

(C) An AFF operational test shall be performed prior to the annual compliance inspection. This test shall ensure that the system meets all requirements and is displayed in the AFF viewer with the correct information. A user name and password are required. Registration and additional information are available at https://www.aff.gov.

(D) If AFF becomes unreliable the aircraft may, at the discretion of the Government, remain available for service utilizing radio/voice systems for flight following. The system shall be returned to full operational capability within 5 calendar days after the system is discovered to be unreliable.

(E) This clause incorporates the Specific Section Supplement available at https://www.aff.gov/contractspecs.asp as if it was presented as full text herein.

(F) For questions about current compatibility requirements contact the AFF Program Manager listed under contacts at https://www.aff.gov.

(iii) Transponders: Transponder systems shall meet the requirements of 14 CFR 91.215(a). ASM aircraft shall have a "Mode S" transponder installed. Transponder systems shall be tested and inspected every 24 calendar months as specified by 14 CFR 91.413.

(iv) Altimeter and Automatic Pressure Altitude Reporting systems: Altimeter, static pressure, and automatic pressure altitude reporting systems shall be installed and maintained in accordance with the IFR requirements of 14 CFR Part 91. These systems shall be tested and inspected every 24 calendar months as specified by 14 CFR 91.411.

(v) Traffic Advisory Systems (TAS): Traffic advisory systems shall be TSO approved, use active interrogation, graphically display traffic relative to the aircraft's horizontal position, and provide alert audio to the PIC and SIC/observer audio control systems. The display shall be within view of the PIC and SIC/observer. The system must provide coverage in all directions above and below the aircraft with a maximum range of at least 10 nautical miles. The display must allow range selection of 1 mile or less, unless the 1 mile display area has a diameter of 2.75 inches or larger.

(vi) Automatic Dependent Surveillance - Broadcast (ADS-B)

(A) ADS-B OUT systems must be approved to TSO-C166b.

(B) ADS-B IN systems must be TSO approved, use diversity antennas on top and bottom of the aircraft, receive both UAT and 1090ES, and be interfaced to a multifunction display (MFD) capable of displaying TIS-B traffic and FIS-B weather. (ADS-B IN systems are desired; but will not be required for this solicitation)

(S) General Systems
SECTION B
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(i) Autopilots
   (A) Autopilots shall be capable of operating the aircraft controls to maintain flight
       and maneuver it about the three axes.
   (B) Autopilots in ASM aircraft shall be certified for IFR approach procedures, couple
       to the navigation systems for vertical and horizontal operation, interface to the PICs
       flight director and HSI, and provide altitude preselect, automatic trim, and PIC
       electric trim controls.

(ii) RADAR Altimeters: RADAR altimeters shall be approved, operate from zero to a
     minimum of 2000 feet AGL and provide the operator an adjustable cursor which enables an
     altitude low (decision height) annunciation. The altitude low annunciation shall be clearly
     identified, and within the PIC’s primary field of view.

(iii) Multi-Function Displays (MFD): MFDs shall be installed within view of the PIC and
     display GPS navigation information on a color moving map. TAS and weather datalink
     information shall be displayed on the MFD when these systems are required.

(iv) Cockpit Voice Recorder (CVR): Cockpit voice recorders shall meet all applicable
     regulations for standard and transport category aircraft.

(v) Dual USB Charging Ports: USB charging ports must be TSO approved, capable of
     providing at least 2 amps of power to each port simultaneously with an output voltage of 5
     VDC and installed in a location convenient to the specified users.

(vi) VHF-FM Programming Ports: DB-9 type D-subminiature connectors shall be installed in a
     location convenient to the SIC/observer. These shall be wired for RS232 serial
     communication between all required VHF-FM radios and a laptop computer. Individual
     connectors or an FM select switch may be used. Pin 2 shall be data transmitted from the FM.
     Pin 3 shall be data received by the FM. Pin 5 shall be signal ground. Compatible radio front
     panel connectors may be used to meet this requirement if serial adapter cables are provided
     with the aircraft. For example: TDFM 136A radios s/n FDA1200 and higher.

(vii) Portable Electronic Device (PED) Tolerance

   (A) The aircraft must be certified as tolerant to portable electronic devices (PEDs),
       including transmitting PEDs, in accordance with RTCA/DO-307 for all phases of
       flight. This must be accomplished via an STC equivalent to Liberty Partners
       STC110715C with configuration LP-S001-803 and include approval for wireless
       intercom adapters. An appropriate supplement must be incorporated into the
       aircraft flight manual.

   (B) The contractor must have documented procedures and training to clearly
       address:

       (1) PEDs approved for use on board the aircraft
       (2) Situations when approved PEDs can and cannot be used
       (3) How and when PEDs must be secured or stowed
       (4) PED modes of operation that can and cannot be used
       (5) How and when to inform passengers of the contractor’s PED policies and
           procedures
SECTION B
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(6) How to manage scenarios such as suspected or confirmed electromagnetic interference, PED unit or battery smoke or fire, or other scenarios

(c) AVIONICS INSTALLATION AND MAINTENANCE STANDARDS

All avionics used to meet this agreement must comply with the manufacturer’s specifications and installation instructions, federal regulations, and the following requirements.

(1) There must be no interference with required systems from any equipment installed in or carried on the aircraft.

(2) Strict adherence to the guidelines in FAA AC 1313-1B Chapter 11 “Aircraft Electrical Systems” and Chapter 12 “Aircraft Avionics Systems” as well as FAA AC 1313-2B Chapter 1 “Structural Data”, Chapter 2 “Communication, Navigation and Emergency Locator Transmitter System Installations” and Chapter 3 “Antenna Installation” is required.

(3) All antennas must be FAA approved, have a Voltage Standing Wave Ratio (VSWR) less than 3.0 to 1 and be properly matched and polarized to their associated avionics system. Repairs to antennas and cracks exposing the antenna housing or element are not acceptable.

(4) Labeling and marking of all avionics controls and equipment must be understandable, legible, and permanent. Electronic label marking is acceptable.

(5) Avionics installations must not interfere with passenger safety, space or comfort. Avionics equipment must not be mounted under seats designed for energy attenuation. In all instances, the designated areas for collapse must be protected.

(6) All avionics equipment must be included on the aircraft’s equipment list by model, nomenclature, weight, and arm.

(7) Avionics systems must meet the performance specifications of FS/OAS A-24 Avionics Operational Test Standards.


B.6 AIRCRAFT CONDITION AND EQUIPMENT

(a) The aircraft shall be in airworthy condition throughout the performance period. All equipment shall be installed and operable or be deferrable by an FAA approved Minimum Equipment List (MEL). However, all items required by this contract may not be placed on an MEL as non-operational unless approved by a government Aviation Safety Inspector or the CO. The following equipment, when inoperative, cannot be placed on an MEL with the aircraft continuing to be utilized under contract. Once an item is placed on an MEL then the vendor is required to correct the discrepancy within identified approved MEL timeframes.

(1) Emergency Locator Transmitter
(2) VHF-AM Radio (for contract availability, two must be operational)
(3) VHF-FM Radio (for contract availability, two must be operational)
SECTION B
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(4) Transponder (for contract availability at least one must be operational)

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

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

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

(c) The aircraft exterior finish, including the paint, shall be clean, neat, and in good condition (i.e., no severe fading, or large areas of flaking or missing paint etc.) Military or other low visibility paint schemes are unacceptable. Any corrosion shall be within manufacturer or FM acceptable limits. Aircraft shall be marked with either paint or vinyl stick-on material with high visibility orange which contrasts the primary paint color scheme. The markings/paint shall be applied to areas outlined below:

1. The outboard tips on the upper and lower surface of the wings.
2. The outboard tips on the upper and lower horizontal stabilizer surfaces.

(d) All windows and windshields shall be clean and free of scratches, cracks, crazing, distortion, or repairs, which hinder visibility. All aircraft shall be equipped with windows that are not polarized and if window covers are used they must be STC approved and clear.

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

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

(g) Aircraft shall have a wing and tail strobe light system with an independent activating switch.

(h) The aircraft shall be equipped with a pulse type light system to enhance recognition of the aircraft. The system may utilize existing landing lights if they are visible with the landing gear retracted. A pulselite model 1220/2410-2 or equal will meet this requirement.

(i) Cabin air conditioning vents, bleed air heater and window defogger shall be controllable by the pilot.

(j) Aircraft will have an oxygen system capable of supplying the pilot, copilot and all available passenger stations with aviator breathing oxygen for a minimum of .8 hours for all positions minimum. The oxygen system will be a continuous flow system in accordance with 14 CFR
SECTION B
SCHEDULE OF ITEMS AND SPECIFICATIONS

135.157.

(k) First Aid Kit (Aeronautical): The contents shall include the following minimum items:

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Passenger Seats (0-9)</th>
<th>Passenger Seats (10-15)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adhesive bandage strips (3 inches long)</td>
<td>8</td>
<td>16</td>
</tr>
<tr>
<td>Antiseptic or alcohol wipes (packets)</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>Bandage compresses, (4-inch)</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>Triangular bandage compresses, 40 inch (slings)</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>Roller bandage, 4 inch x 5 yards (gauze)</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>Adhesive tape, 1 inch x 5 yards (standard roll)</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Bandage scissors</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Body Fluids Barrier Kit:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>* 2-pair of latex loves</td>
<td></td>
<td></td>
</tr>
<tr>
<td>* 1-face shield</td>
<td></td>
<td></td>
</tr>
<tr>
<td>* 1-mouth-to-mouth barrier</td>
<td></td>
<td></td>
</tr>
<tr>
<td>* 1-protective gown</td>
<td></td>
<td></td>
</tr>
<tr>
<td>* 2-antiseptic towelettes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>* 1-biohazard disposal bag</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: Splints are recommended if space permits.

(l) Survival Kit (Aeronautical) (LOWER 48): The contents shall include the following minimum items:

<table>
<thead>
<tr>
<th>Item</th>
<th>Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>Knife</td>
<td>Signal Mirror</td>
</tr>
<tr>
<td>Non-Marine Aerial Flares (6-each)</td>
<td>Matches (2-small boxes in waterproof containers)</td>
</tr>
<tr>
<td>Food (2-days@ a minimum 1,000 calories per day, emergency rations per occupant)</td>
<td>Water (1-quart per occupant) (not required when operating over areas with adequate drinking water)</td>
</tr>
<tr>
<td>Space Blanket (1-per occupant)</td>
<td>Candles</td>
</tr>
<tr>
<td>Collapsible Water Bag</td>
<td>Whistle</td>
</tr>
<tr>
<td>Magnesium Fire Starter</td>
<td>Nylon Rope or Parachute Cord (50-feet)</td>
</tr>
<tr>
<td>Water Purification Tablets</td>
<td>Suggested Survival Kit Items Dependent Upon Terrain and Climate:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>Container w/carrying Handle or Straps</td>
</tr>
<tr>
<td>Large Plastic Bags</td>
</tr>
<tr>
<td>Flashlight with Spare Batteries</td>
</tr>
<tr>
<td>Collapsible Shovel</td>
</tr>
<tr>
<td>Survival Manual (Arctic/Desert)</td>
</tr>
<tr>
<td>Insect Repellant</td>
</tr>
<tr>
<td>Insect Head net (1-per occupant)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual First Aid Kit</td>
</tr>
<tr>
<td>Signal Panels</td>
</tr>
<tr>
<td>Hand Saw or Wire Saw</td>
</tr>
<tr>
<td>Sleeping Bag (1-per two occupants)</td>
</tr>
<tr>
<td>Snowshoes</td>
</tr>
<tr>
<td>Axe or Hatchet</td>
</tr>
<tr>
<td>Gill Net/Assorted Fishing Tackle</td>
</tr>
</tbody>
</table>
SECTION B
SCHEDULE OF ITEMS AND SPECIFICATIONS

<table>
<thead>
<tr>
<th>Personal ELT</th>
<th>Sunscreen</th>
</tr>
</thead>
</table>

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.

(m) Smoke Generator. Aircraft shall be equipped with an FAA approved smoke generating system, actuated from the controls of the left seat pilot position.

(n) Hobbs meter (flight hour meter) that measures actual flight time from take-off to landing in hours and tenths.

(o) Equipment for conducting aircraft Operational Load Monitoring (OLM).

1. Criteria for the OLM system are provided in Table 1 below.
2. Contractor shall install aircraft with a government reviewed and approved OLM system. This system must provide to the government required and specified parameters in Table 1 below. Aircraft being offered that do not have a government approved OLM system installed shall install an OLM system that outputs data in the "cdf" file format.
3. The recorded data shall be submitted to the Forest Service Airworthiness Branch every 14 days while on contract. The recorded OLM data shall be in a "sie" or "cdf" file format. All values in "sie" and "cdf" files shall be in engineering units as listed in Table 1. The SIE and CDF files shall include column header descriptions as listed in Table 1, Channel Description (including engineering units for the values in each column). Acceleration data shall be described as either incremental or total. There shall be only one flight per recorded file.
4. The file naming convention for each flight file shall be; "Aircraft N Number"_"date (YYYYMMDD)"_"timestamp in GMT

(a) E.g. N34VJ_20140228_1456
5. If the OLM system is inoperable or malfunctioning the aircraft operator shall have the problem corrected in 10 business days. If the problem is not corrected, the aircraft will be made unavailable until the OLM system is operating and properly recording data.
6. The OLM system shall be installed and approved by one of the three following methods:
   (i) STC
   (ii) Approved for installation by an FAA From 8110-3 with all DER supporting engineering substantiation documentation attached.
   (iii) Field Approved on an FAA form 337 for installation with supporting FAA Form 8110-3 and all DER supporting engineering substantiation documentation.
7. The OLM system shall have an annual calibration prior to annual pre use inspection.
   (i) Aircraft shall be flown by the contractor in a typical mission profile.
   (ii) Data shall be collected for this flight.
   (iii) The contractor shall review the data to ensure all channels are recording data and that data is correct in accordance with this contract and the contractors OLM program.
   (iv) The contractor shall notify the USFS Airworthiness Branch of the specific flight date and time for the calibration flight. The government will review this data to ensure it meets requirements.
8. OLM System and Program:
   (i) Criteria: To properly monitor the ASM usage of a specific model aircraft, a
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A complete instrumentation package and recording device are required. The following section details the minimum required parameters and instrumentation to be recorded at a minimum sample rate of 8Hz. Accelerations shall be recorded as close to the aircraft Center of Gravity as practicable or correction algorithms may need to be validated and applied. Systems shall have functional and calibration flights recorded annually.

(ii) Continuous Monitoring OLM Requirements: These are minimum system requirements for all other aircraft of a particular model in ASM operation for continuous monitoring while in ASM service. The instrumentation and equipment utilized must include all mechanical components required to measure the flight parameters listed. The system shall have detailed installation instructions, drawings and instructions for continued airworthiness (ICAs). The ICAs will also include an installation validation plan for system and scheduled calibration check due annually. The following are minimum required parameters to be recorded at 8 Hz:
### Table 1 Continuous Monitoring OLM Minimum Channel List

<table>
<thead>
<tr>
<th>Channel Description</th>
<th>Number of Channels</th>
<th>Units</th>
<th>Sample Rate (Hz)</th>
<th>Record Rate (Hz)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Altitude (GPS)</strong></td>
<td>1</td>
<td>Feet</td>
<td>4 Hz</td>
<td>8 Hz</td>
</tr>
<tr>
<td><strong>2. Groundspeed (GPS)</strong></td>
<td>1</td>
<td>Knots</td>
<td>4 Hz</td>
<td>8 Hz</td>
</tr>
<tr>
<td><strong>3. Vertical Speed (GPS)</strong></td>
<td>1</td>
<td>Feet per Minute</td>
<td>4 Hz</td>
<td>8 Hz</td>
</tr>
<tr>
<td><strong>4. Heading (GPS)</strong></td>
<td>1</td>
<td>Degrees</td>
<td>4 Hz</td>
<td>8 Hz</td>
</tr>
<tr>
<td><strong>5. Date and Time in GMT (GPS)</strong></td>
<td>1</td>
<td>yyyy/mm/dd GMT</td>
<td>4 Hz</td>
<td>8 Hz</td>
</tr>
<tr>
<td><strong>6. Latitude (GPS)</strong></td>
<td>1</td>
<td>Degrees</td>
<td>4 Hz</td>
<td>8 Hz</td>
</tr>
<tr>
<td><strong>7. Longitude (GPS)</strong></td>
<td>1</td>
<td>Degrees</td>
<td>4 Hz</td>
<td>8 Hz</td>
</tr>
<tr>
<td><strong>8. Engine Start (one engine oil pressure)</strong></td>
<td>1</td>
<td>Discrete</td>
<td>8 Hz</td>
<td>8 Hz</td>
</tr>
<tr>
<td><strong>9. Pitot Pressure</strong></td>
<td>1</td>
<td>Inches Hg</td>
<td>8 Hz</td>
<td>8 Hz</td>
</tr>
<tr>
<td><strong>10. Static Pressure</strong></td>
<td>1</td>
<td>Inches Hg</td>
<td>8 Hz</td>
<td>8 Hz</td>
</tr>
<tr>
<td><strong>11. Outside Air Temperature</strong></td>
<td>1</td>
<td>Degrees C</td>
<td>8 Hz</td>
<td>8 Hz</td>
</tr>
<tr>
<td><strong>12. Altitude (Static Pressure)</strong></td>
<td>1</td>
<td>Feet</td>
<td>8 Hz</td>
<td>8 Hz</td>
</tr>
<tr>
<td><strong>13. Indicated Airspeed (must be derived from Pitot / Static differential)</strong></td>
<td>1</td>
<td>Knots</td>
<td>8 Hz</td>
<td>8 Hz</td>
</tr>
<tr>
<td><strong>14. Equivalent Airspeed</strong></td>
<td>1</td>
<td>Knots</td>
<td>8 Hz</td>
<td>8 Hz</td>
</tr>
<tr>
<td><strong>15. True Airspeed</strong></td>
<td>1</td>
<td>Knots</td>
<td>8 Hz</td>
<td>8 Hz</td>
</tr>
<tr>
<td><strong>16. Weight On Wheels</strong></td>
<td>1</td>
<td>Discrete</td>
<td>8 Hz</td>
<td>8 Hz</td>
</tr>
<tr>
<td><strong>17. Flap Position</strong></td>
<td>1</td>
<td>Degrees</td>
<td>8 Hz</td>
<td>8 Hz</td>
</tr>
<tr>
<td><strong>18. Speed Brake / Spoiler Position (if equipped)</strong></td>
<td>1</td>
<td>Degrees</td>
<td>8 Hz</td>
<td>8 Hz</td>
</tr>
<tr>
<td><strong>19. Normal Acceleration (Nz)</strong></td>
<td>1</td>
<td>G Force</td>
<td>8 Hz</td>
<td>8 Hz</td>
</tr>
<tr>
<td><strong>20. Longitudinal Acceleration (Nx)</strong></td>
<td>1</td>
<td>G Force</td>
<td>8 Hz</td>
<td>8 Hz</td>
</tr>
<tr>
<td><strong>21. Lateral Acceleration (Nv)</strong></td>
<td>1</td>
<td>G Force</td>
<td>8 Hz</td>
<td>8 Hz</td>
</tr>
<tr>
<td><strong>22. Pitch</strong></td>
<td>1</td>
<td>Degrees</td>
<td>8 Hz</td>
<td>8 Hz</td>
</tr>
<tr>
<td><strong>23. Pitch Rate</strong></td>
<td>1</td>
<td>Degrees per Sec.</td>
<td>8 Hz</td>
<td>8 Hz</td>
</tr>
<tr>
<td><strong>24. Roll</strong></td>
<td>1</td>
<td>Degrees</td>
<td>8 Hz</td>
<td>8 Hz</td>
</tr>
<tr>
<td><strong>25. Roll Rate</strong></td>
<td>1</td>
<td>Degrees per Sec.</td>
<td>8 Hz</td>
<td>8 Hz</td>
</tr>
<tr>
<td><strong>26. Yaw Rate</strong></td>
<td>1</td>
<td>Degrees per Sec.</td>
<td>8 Hz</td>
<td>8 Hz</td>
</tr>
<tr>
<td><strong>27. Vertical Accuracy (VDOG)</strong></td>
<td>1</td>
<td>G Force</td>
<td>8 Hz</td>
<td>8 Hz</td>
</tr>
<tr>
<td><strong>28. Horizontal Accuracy (HOOG)</strong></td>
<td>1</td>
<td>G Force</td>
<td>8 Hz</td>
<td>8 Hz</td>
</tr>
<tr>
<td><strong>29. Fuel Quantity (May be manually collected on Supplemental Data Sheet)</strong></td>
<td>1</td>
<td>Lbs.</td>
<td>8 Hz</td>
<td>8 Hz</td>
</tr>
<tr>
<td><strong>30. Aircraft Gross Weight (May be manually collected on Supplemental Data Sheet)</strong></td>
<td>1</td>
<td>Lbs.</td>
<td>8 Hz</td>
<td>8 Hz</td>
</tr>
</tbody>
</table>
SECTION B
SCHEDULE OF ITEMS AND SPECIFICATIONS

(iii) Minimum requirements for a Continuous Monitoring OLM system:

(A) Data Acquisition and Transmittal Requirements: The flight data recorder utilized for the data acquisition must be capable of recording all of the flight parameters. Recorders shall be capable of recording flight data for up to 100 flight hours without replacing the data capture media. Recorded data shall be compatible with Forest Service Data Library software solution.

(B) The Contractor's OLM program shall:

1. Identify the OLM system installation, calibration process, and frequency of recalibration;

2. OLM system shall be properly installed using OEM recommended installation procedures.

3. Identify the location of the recording device of the OLM system. The system does not need to be crash survivable; however the Contractor shall consider the most crash survivable location within the aircraft with regard to fire and damage from a crash for the recording unit.

4. Identify the parts or measured parameters that are required to be operational for each flight.

5. Contain procedures to assure the OLM system is fully functional for each flight, including all measured parameters;

6. Identify the specific parameters selected for recording with rationale for their selection.

7. Identify the location, purpose and use of the parameters selected. Parameters identified as being required for developing revised instructions for Continued Airworthiness (ICA's) shall be so identified and be given greater description as to their use;

8. Provided an explanation of the analysis of the data obtained from the aircraft OLM system;

9. Contain procedures for the integration of the analyzed aircraft operational load data into the Contractor's inspection program;

10. Define and provide a detailed explanation of the exceedance for each of the recorded parameters;

11. Thoroughly explain the Contractor's definition of a structural exceedance. Structural exceedances may be single or multiple parameter exceedances;

12. Contain procedures to take (i.e. inspect, repair, or other maintenance action) when a structural exceedance occurs;

13. Contain procedures for notification (timeliness and method) to the Government for all defined exceedances and the planned actions and timeline to complete them;

14. Contain procedures for retrieval of the aircraft OLM data, analysis of the data, process for defining/deciding on a maintenance action, and implementation of the maintenance action;
SECTION B
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(15) Contain procedures for an annual calibration of the system to ensure all channels are recording correctly. The procedure shall contain a representative flight profile to be flown for the calibration flight.

(iv) Reference / Publications: The following references/publications may be used to guide the Contractor in establishing an inspection program and OLM system.

(A) NTSB Safety Recommendations A-04-29, 30 and 31, 23 April 2004
(B) FAA Structural Management and Inspection Criteria for use on Large Airtankers for USDA & DOI, 28 May 2004.
(C) Blue Ribbon Panel: Federal Aerial Firefighting: Assessing Safety and Effectiveness, December 2002
(D) 14 CFR, Code of Federal Regulations Aeronautics and Space
(E) DOT/FAA/AR-05-035. Consolidation and Analysis of Loading Data in Firefighting Operations, October 2005
(F) DOT/FAA/AR-11/7, Usage and Maneuver Loads Monitoring of Heavy Airtankers, March 2011
(H) AC 91-82A - Fatigue Management Programs for In-Service Issues, 2011
(I) AC 25.571-1D, Damage Tolerance and Fatigue Evaluation of Structure, 2011
(J) For information on CDF file format please view

(p) Each aircraft shall carry current copies of the following:
1. Contract and all modifications
2. DOT exemption 9198 and interagency aviation transport of hazardous materials handbook/guide (NFES 1068) if required.

(q) Safety Belts. The aircraft furnished under this contract shall have safety belts for all occupants and shoulder harnesses for front seat occupants meeting requirements of 14 CFR. The shoulder strap and lap belt shall fasten with a metal to metal single point quick release mechanism. Military style Harnesses are acceptable.

(r) Lap belt and shoulder harness condition; the following are NOT acceptable:
1. Webbing. Webbing that is frayed five (5) percent or more, torn webbing, crushed webbing, swelled webbing that results in twice the thickness of original web, or if difficult to operate through hardware, creased webbing (no structural damage allowed), and sun deterioration if it results in severe fading, brittleness, discoloration, and stiffness.
2. Hardware. Buckle or other hardware is inoperable, nylon bushing at shoulder harness-to-lap belt connection missing or damaged, fabricated bushings or tie wraps used as bushings, rust/corrosion if not minor in nature, wear beyond normal use.
3. Stitches. Broken or missing stitches, severe fading or discoloring, inconsistent stitch pattern.
4. Technical Standard Order (TSO) Tags (see 14 CFR 21.607). Missing or illegible tags are unacceptable unless inspection can confirm the suitability of installed equipment.
5. Age. Belts/fabric over ten (10) years from date of manufacture require close inspection because of the elements they are exposed to, but do not have to be replaced if it can be determined they are in serviceable condition and not life limited.
B.7 AIRCRAFT MAINTENANCE

(a) All aircraft shall be maintained to 14 CFR Part 43, 91 and 135 standards. The Contractor shall provide or arrange for sufficient maintenance capability to keep the aircraft in airworthy condition. The Contractor shall correct all maintenance discrepancies as they become known and will assure that all maintenance performed on the aircraft is recorded in the aircraft's maintenance record and appropriate aircraft maintenance log (FS 5700-E) that is with the aircraft.

(b) The Contractor shall identify the maintenance facilities and/or maintenance personnel used to fulfill the requirements of this contract. All aircraft maintenance inspections shall be performed in accordance with manufacturer and FAA approved continuous airworthiness inspection program. All phase inspections (inspection interval shall not to exceed 200 flight hours) will be conducted by FAA approved repair stations with a rating for the specific aircraft offered and have technicians who perform scheduled inspections with factory training for the offered aircraft. All unscheduled maintenance shall be performed by an FAA approved repair station with a rating specific to the aircraft offered or an appropriately rated mechanic meeting the requirements of 14 CFR Part 65.

(c) Compliance with applicable mandatory manufacturer's bulletins, alert service bulletins, safety of flight bulletins, FAA Airworthiness Directives (AD), and the correction of maintenance deficiencies shall be accomplished prior to delivery and continue during contract performance.

(d) All maintenance shall be accomplished in accordance with the standards established by 14 CFR Part 135 and Advisory Circular (AC) 43.13.

(e) A copy of the current maintenance record required by 14 CFR 91.417 shall be kept with the aircraft. A current aircraft status sheet, Certificated Repair Stations work order, and discrepancy list shall be provided to the regional AMI of the region the aircraft is assigned to after each scheduled inspection and prior to revenue flight.

(f) A copy of the CRS WO shall be provided to the AMI for all non-routine maintenance prior to the aircraft being approved for return to contract availability.

(g) Status sheets, work orders and discrepancies shall be delivered electronically via email and a carbon copy shall be sent to the Airworthiness Branch. Regional AMI's are the primary point of contact for return to contract availability for unscheduled maintenance and release for revenue flight after scheduled maintenance.

(h) Offered aircraft shall be in compliance with all applicable Federal Aviation Administration (FAA) Airworthiness Directives (AD's) as per 14 CFR 91.417 (a)(2)(v), and Service Bulletins (SB's) with a time compliance requirement, referenced in an FAA Special Airworthiness Information Bulletin (SAIB) or are designated mandatory by the manufacturer.

(i) Each aircraft's maintenance schedule shall include mandatory component retirement, replacement
SECTION B
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or overhaul time as specified in the OEM Airworthiness Limitations Section or equivalent OEM
document and shall be in compliance with them.

(j) Each aircraft shall be in compliance with all OEM (recommended or mandatory) programs,
documents and resultant inspections from programs such as Continued Airworthiness Programs
(CAP), Structural Inspection Documents (SID), Supplemental Structural Inspection Documents
(SSID) Corrosion Prevention and Control Programs (CPCP) and Electrical Wiring Interconnection
Systems (EWIS) programs.

(k) Airframe, Powerplant and their associated components that have a recommended Time
Between Overhaul (TBO) schedule from the manufacturer shall follow the recommendation.
Extensions to the TBO's shall not be allowed while operating under this agreement unless
approved by the OEM.

(l) A test flight shall be performed at the Contractor's expense following overhaul, repair, and
replacement of any engine, power train, or control equipment, and following any adjustment of the
flight control systems before the aircraft resumes service under this contract. The result of any test
flight shall be logged in the aircraft flight records by the Pilot. Results of test flights shall be reported
to the U.S. Forest Service Aircraft Maintenance Inspector (AMI) before the aircraft is returned to
contract availability.

(m) When any non-scheduled or non-routine maintenance or repairs are performed due to
mechanical or equipment deficiencies, an AMI and the Contracting Officer's Representative (COR) shall
be notified for "return to contract available" status, before the aircraft performs under the contract.

(n) The Interagency Airplane Data Record Card shall be posted inside the aircraft.

(o) The aircraft weight and balance data shall be determined by the actual weighing of the aircraft
within 12 calendar months prior (and at intervals not to exceed 36 months) to the start of the initial
mandatory availability period (MAP). Data shall include an accurate, updated Equipment List for the
aircraft weighed.

(p) An Equipment List shall be compiled for each offered aircraft. Weight and balance records shall be
revised each time equipment is removed or installed. (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, radios, 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 XX for an acceptable example.

(q) All weighing of aircraft shall be performed on scales that have been certified as accurate within the
previous 12 calendar months. The certifying agency may be any accredited weights and measures
laboratory.
SECTION B
SCHEDULE OF ITEMS AND SPECIFICATIONS

(r) Aircraft offered must have an available FAA approved Minimum Equipment List (MEL) with a Letter of Authorization (LOA) listing the specific aircraft offered.

B.8 EQUIPMENT INSTALLATION
(a) All modifications shall be FAA approved in one of the following methods:
   (1) An OEM installation
   (2) STC'd
   (3) Approved for installation by an FAA Form 8110-3 with all DER supporting engineering substantiation documentation attached or
   (4) Field Approved for installation with supporting FAA Form 8110-3 and all DER supporting engineering substantiation documentation attached

(b) All data pertinent for these installations shall be available for review by the Forest Service prior to contract award. Installations for required equipment are not acceptable as a minor alteration.

(c) All equipment installed on the aircraft must be FAA approved.

(d) Any additional Government equipment, authorized or requested by the CO, shall be installed and removed at the end of the contract period at the Government's expense.

B.9 AIRCRAFT SECURITY
(a) The Contractor is responsible for the security of their aircraft, vehicles, and associated equipment used in support of this contract.

(b) Aircraft Physical Security. Any aircraft used under this contract will be physically securable via a dual-lock method. Any combination of anti-theft devices designed to lock aircraft flight control surfaces when not in use, or designed to secure an aircraft to the ground, are acceptable, provided they are appropriate and the same for all aircraft.
   (1) Operational environments and personnel safety must be considered when selecting the locking devices and methods to be used. A spare key will be located on the aircraft for Government use and one retained by the contractor for its use.

(c) Removal and/or disabling of locking devices and methods must be incorporated into preflight checklists to prevent accidental damage to the aircraft and must be installed in a manner which precludes its inadvertent interference with in-flight operations.

(d) Examples of Acceptable Locking Devices & Methods are identified below. Utilization of other means of securing or disabling an aircraft is acceptable provided they achieve a level of security equal to or greater than the following examples.
   (1) Keyed Master Power Switch
   (2) Hidden Battery Cut-Off Switches
   (3) Hidden Start Relay Switches
   (4) Throttle/Power Lever Lock
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(5) Mixture/Fuel Lever Lock
(6) Locking Fuel Cut-Off
(7) Locking Tie-Down Cable
(8) Locking Control Surface "Gust-Lock"
(9) Propeller Lock
(10) Propeller Chain Lock
(11) Propeller Cable Lock
(12) Locking Wheel Lock or Chock
(13) Locking "Club"-type Devices for Control Yoke

(e) Examples of Unacceptable Locking Devices & Methods
   (1) Locking aircraft doors
   (2) Fenced or gated parking area

B.10 AIRCRAFT DOCUMENTATION

(a) The following documents shall be made available to the Government at the time of initial and all subsequent inspections:
   (1) Engine and airframe logbooks. These shall be current and include a list of all AD. Notes, mandatory service bulletins, and completion dates.
   (2) Current aircraft status sheets and maintenance forecast
   (3) Any FAA form(s) pertaining to the aircraft, including engines propellers, appliances, alterations, or major repairs
   (4) Aircraft operator manual, including performance data
   (5) List of components overhaul and/or life limits and any Special Inspection requirements. This list shall include last compliance and next compliance time due, item description, serial number and compliance interval.

B.11 SUBSTITUTION OR REPLACEMENT AIRCRAFT

(a) The Contractor may substitute or replace aircraft with the same (or better, as determined by the Contracting Officer, if offered at the awarded firm fixed prices identified in Schedule B) make, model, and series as originally offered that meet all of the requirements of the resultant contract(s). The Contracting Officer (CO) must approve any/all substitutions or replacements of aircraft prior to implementation.

(b) All requests for substitutions/replacements of aircraft shall be made at least ten (10) days prior, in writing to the Contracting Officer (CO), to the proposed exchange, except for during unforeseen conditions/situations.

(c) Any required flight time to facilitate the substitution or the replacement will be at the Contractor's expense.
SECTION B
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B.12 FUEL AND OTHER CONSUMABLES

(a) The Government shall supply all aircraft fuel consumables during the contract period for which the aircraft is in available status.

(b) The contractor shall furnish fuel and an alternate method of payment for non-reimbursable flights (i.e. mobilization, demobilization, functional check flights, maintenance test flights, and maintenance ferry flights) and for occasions when the Government fuel card is not accepted. Contractor shall provide all oils and other consumables required for aircraft lubrication. Contractor shall provide aviators breathing oxygen.

B.13 ENVIRONMENTAL CONCERNS

(a) The Contractor shall be responsible to ensure the maintenance activities do not cause environmental damage to property or facilities.

(b) The Contractor will be responsible to clean and rehabilitate areas adversely affected by their activities and shall, whenever practical and possible, utilize solvents and cleaning agents that are either biodegradable or consistent with acceptable safety, health and environmental concern practices.

(c) The Government may, at its option, assign an area to be utilized by the vendor for storage of equipment used in support of contract performance. Oil, solvents, engines, etc., will be stored and utilized in a manner consistent with acceptable safety, health and environmental concerns and also acceptable to the Contracting Officer. The Contractor will provide the COR a Material Safety Data Sheet (MSDS) for any chemical used or brought onto the facility.

(d) The Contractor is responsible for the prevention of oil contamination of airport ramps, parking areas, etc. by their aircraft or personnel. When such contamination is caused by the Contractor’s aircraft or personnel, the Contractor is responsible for all clean-up.

B.14 ACCIDENTS AND INCIDENTS

(a) The Contractor shall report to the Government the accident history for all the aircraft offered in this solicitation.

   (1) "Accident(s)" shall mean destruction or substantial damage to the aircraft, aircraft components and any injury to personnel, as defined by the National Transportation Safety Board (NTSB) (49 CF Part 830).

(b) Following an "Aircraft Accident" or when requested by the NTSB following the notification of a reportable "Incident", the Contractor shall provide the Agency with the information that is necessary to complete a NTSB Form 6120.1.

(c) Incident(s) with Potential" shall mean an incident that narrowly misses being an accident in which the circumstances indicate significant potential for substantial damage or serious injury, or a deviation from standard procedures. Classification of an incident as an "Incident with Potential" is determined by the Agency and is reported into the Agency’s reporting system called the SAFCOM system.
SECTION B
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(d) The Contractor shall not permit removal or alteration of the aircraft, aircraft equipment, or aircraft records following an Aircraft Accident or Incident with Potential. Exceptions are when threat to life or property exists; the aircraft is blocking an airport runway, etc. The CO shall be notified immediately when such actions take place. All wreckage equipment and records that are involved in an accident related to this contract shall be under the control of the CO or other persons or agencies designated by the CO until released. The NTSB's release of the wreckage does not constitute a release by the CO.

(e) The Contractor agrees to fully cooperate in any investigation and to provide any required records, statements, or parts in the investigation of any accident(s) or serious incident(s).

(f) If the Government deems it necessary to disassemble any of the aircraft or its components to determine probable cause of the accident or incident, the Government will be responsible for any costs for disassembling. The Contractor will be responsible for any costs involved in reassembly and approval for return-to-service and transportation of any item(s) disassembled by the Government.

B.15 GOVERNMENT PILOT EXPERIENCE

(a) The Government and contracted pilots will meet the requirements of Forest Service Handbook (FSH) 5709.16, GS-12 minimums, 14 CFR Part 91.
SECTION C
CONTRACT CLAUSES

C.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)
52.228-5 Insurance – Work on a Government Installation (JAN 1997)
52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

452.236-72 Use of Premises (NOV 1996)
452.236-74 Control of Erosion, Sedimentation, and Pollution (NOV 1996)
452.237-5 Restrictions Against Disclosure (FEB 1988)

C.2 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (FAR 52.212-4) (DEVIATION 2017-1) (OCT 2018)

(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 Governmentwide commercial purchase card), the Contractor may not
assign its rights to receive payment under this contract.

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

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. 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.
SECTION C
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(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.

(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, 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—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.
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(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, 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. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(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 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.
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(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 41 U.S.C. 7109, 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 at fixed by the Secretary until the amount is paid.

(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; or

(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.
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(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

(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. chapter 37, Contract Work Hours and Safety Standards; 41
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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, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations 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) Reserved

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End Use License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.
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(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor’s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

Alternate I (Jan 2017) When a time-and-materials or labor-hour contract is contemplated, substitute the following paragraphs (a), (e), (i), (l), and (m) for those in the basic clause.

(a) Inspection/Acceptance.

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the “hourly rate” attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [Insert portion of labor rate attributable to profit.]

(5)

(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—
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(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor’s managerial personnel; or

(ii) The conduct of one or more of the Contractor’s employees selected or retained by the Contractor after any of the Contractor’s managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor’s obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(e) Definitions.

(1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause—

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.
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(iii) Materials means—

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: [Insert any subcontract for services to be excluded from the hourly rates prescribed in the schedule.]; and

(E) Indirect costs specifically provided for in this clause.

(iv) Subcontract means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(i) Payments.

(1) Work performed. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the
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qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at FAR 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the—

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (ii)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor—

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.
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(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(2) Other direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(iii)(B) of this clause: [Insert each element of other direct costs (e.g., travel, computer usage charges, etc.). Insert “None” if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert “Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert ‘None’. “]

(2) Indirect Costs (Material handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: [Insert a fixed amount for the indirect costs and payment schedule. Insert “50” if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert “Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert ‘None’. “]

(2) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the
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increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The Contractor’s timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor’s payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an 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 line item or subline item, if applicable; and

(D) Contractor point of contact.
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(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(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 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(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 in a timely manner;

(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 FAR 32.60702).

(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
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(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.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) 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.

(9) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(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
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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 an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that 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 that 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 written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under paragraph (i) Payments of this clause, but the “hourly rate” for labor hours expended in furnishing work not delivered to or accepted by the Government shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in paragraph (a)(4) of this clause, the portion of the “hourly rate” attributable to profit shall be 10 percent. In the event of termination for cause, 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.

C.3 52.212-5 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (DEVIATION 2017-1) (JAN 2020)

(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. 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

2. 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

3. 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)


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(2) 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:


☐ (4) 52.203-17, Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (April 2014) (41 U.S.C. 4712) relating to whistleblower protections).


☐ (6) [Reserved]


☐ (11) [Reserved]


☐ (ii) Alternate I (Nov 2011) of 52.219-3.

☐ (13) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (Jan 2011) of 52.219-4.

☐ (14) [Reserved]
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    ☑ (ii) Alternate I (Nov 2011).
    ☐ (iii) Alternate II (Nov 2011).

    ☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☐ (17) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

    ☐ (ii) Alternate I (Nov 2016) of 52.219-9.
    ☐ (iii) Alternate II (Nov 2016) of 52.219-9.
    ☐ (iv) Alternate III (Nov 2016) of 52.219-9.

☐ (19) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

☐ (20) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).


☐ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

☐ (24) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

☐ (25) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

☐ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☐ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2020) (E.O. 13126).
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☐ (28) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

☐ (29) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
  (ii) Alternate I (Feb 1999) of 52.222-26.

  (ii) Alternate I (July 2014) of 52.222-35.

  (ii) Alternate I (July 2014) of 52.222-36.


☐ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).


☐ (35) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 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.)

☐ (36) (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.)

☐ (37) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).

☐ (38) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

☐ (39) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514)
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☐ (40) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (Jun 2014) of 52.223-14.


☐ (42) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (Jun 2014) of 52.223-16.

☒ (43) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

☐ (44) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

☐ (45) 52.223-21, Foams (Jun 2016) (E.O. 13696).


☐ (ii) Alternate I (Jan 2017) of 52.224-3.


☐ (ii) Alternate I (May 2014) of 52.225-3.

☐ (iii) Alternate II (May 2014) of 52.225-3.

☐ (iv) Alternate III (May 2014) of 52.225-3.


☒ (50) 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).


☐ (52) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
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☐ (53) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).


☐ (57) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).


☐ (60) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

☐ (61) (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.

☐ (iii) Alternate II (Feb 2006) 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) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)


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☐ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

(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—


(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further
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Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (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 $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(v) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).


(x) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

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


(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)


(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).
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(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).


(B) Alternate I (Jan 2017) of 52.224-3.


(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(d)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—


C) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(D) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the
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subcontract (except subcontracts to small business concerns) exceeds $700,000
($1.5 million for construction of any public facility), the subcontractor must include
52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(E) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(F) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).


(H) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C.
793).

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


(K) ☑️ (1) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter
78 and E.O. 13627).

☐ (2) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O.
13627).

(L) 52.222–51, Exemption from Application of the Service Contract Labor Standards
to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--

(M) 52.222–53, Exemption from Application of the Service Contract Labor Standards

(N) 52.222–54, Employment Eligibility Verification (Oct 2015) (Executive Order
12989).

(O) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).


(2) Alternate I (Jan 2017) of 52.224-3

(R) 52.225–26, Contractors Performing Private Security Functions Outside the United
States (Oct 2016) (Section 862, as amended, of the National Defense Authorization
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(S) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(T) 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.

C.4 PERIOD OF PERFORMANCE (AGAR 452.211-74) (FEB 1988)
(a) One contract will be awarded with a Base Period and two one year options. The Base Period shall be effective from the date of award to 30 June, 2021. At the option of the Government, the contract may be extended under the same terms and conditions, as follows:

OPTION 1 (CLIN 0002) 1 July, 2021 through 30 June, 2022
OPTION 2 (CLIN 0003) 1 July, 2022 through 30 June, 2023

C.5 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)
The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor no less than 30 days prior to the end of a contract period.

C.6 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217 9) (MAR 2000)
(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years and 6 months.
(d) The last six Contract Line Items are Option Line Items and at the Government's discretion may not be exercised with the other nine Line Items.

C.7 INSPECTION AND ACCEPTANCE (AGAR 452.246-70) (FEB 1988)
(a) The Contracting Officer or the Contracting Officer's duly authorized representative will inspect and accept the supplies and/or services to be provided under this contract.
(b) Inspection and acceptance will be performed at the point of delivery or pick-up.
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C.8 PRE USE INSPECTIONS
(a) Initial inspection of each aircraft will take place at a location mutually agreed upon by contracting officer and vendor. Initial inspection of the aircraft must be performed and approved by the Government prior to performance under the contract. All aircraft shall be offered for inspection not later than thirty (30) days before the beginning of the aircraft performance period. All inspection costs incurred directly by the Government (such as salaries and transportation of Government inspectors) in making the initial inspection, and subsequent inspections, will be at the Government's expense. All operating expenses incidental to the pre-use inspection shall be borne by the Contractor. At any time during operation under the Contract, the CO or designated representative may make such tests or inspections as deemed necessary for the purpose of determining that equipment meets specifications.

(b) The contractor shall make available a representative of the company for the initial post award pre-use inspection.

(c) The contractor shall arrange for any special equipment required for the inspections (ground power units, lifts, etc.)

(d) The contractor shall arrange with their maintenance provider to have a mechanic present during all pre-use inspections to open and close panels, cowling, operate flaps or systems as needed during the pre-use inspection.

C.9 INSPECTION DURING USE
(a) At any time during the contract period, the Government may make tests and/or inspections as deemed necessary to determine that the Contractor's equipment currently meets specifications. Government costs incurred during these inspections will not be charged to the Contractor.

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

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

C.10 INSPECTION OF SUBSTITUTE EQUIPMENT
(a) Inspection costs incurred by the Government when inspecting substitute equipment subsequent to the initial pre-use inspection may be charged to the Contractor.

C.11 REINSPECTION EXPENSES
(a) When a re-inspection is necessary because the Contractor's equipment did not satisfy the initial inspection, all re-inspection costs incurred by the Government may be charged to the Contractor. Such costs
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may include the actual costs of transportation, per diem, and overtime of the Government Inspectors. The Contractor shall give advance notice to the Contracting Officer as to the time the re-inspection is desired.

C.12 RETURN TO CONTRACT AVAILABILITY INSPECTIONS

(a) Inspection by the Government after a contract deficiency or maintenance discrepancy will be made as promptly as possible after the Contractor has given written notice to the COR/COR that the item has been corrected. When an inspection reveals that the failure has been corrected, the Contractor will be deemed in "available" status from the time the Contractor gave notice to the Government of the correction of the failure and the aircraft was located at the designated location. When inspection or re-inspection reveals that the equipment does not meet the contract specifications, the Contractor will be deemed as "unavailable" from the beginning of the contract deficiency or maintenance discrepancy to the correction (and subsequent notification) of such item.

C.13 AIRCRAFT DEFICIENCY DOCUMENTATION

(a) When the aircraft does not meet the contract requirements, the COR or designated representative shall document the deficiencies or discrepancies on the aircraft maintenance log FS 5700E. The CO shall make the final decisions on any remedial actions implemented or necessary adjustment to payments approved by COR's, as appropriate.

C.14 DESIGNATED BASE AND GOVERNMENT PROVIDED FACILITIES

(a) For the purpose of this solicitation and resultant lease, Boise, Idaho will be the Designated Base (DB). However, the aircraft themselves will be positioned throughout the country and physically located at various Forest Service locations to best meet the needs of the Government.

C.15 USE OF GOVERNMENT PROVIDED HANGAR

(a) The contract does not require the Government to provide a hangar or maintenance facility for the Contractor. However, on a case by case basis the Government may elect to allow aircraft to be stored in a Government provided hangar or facility where contract maintenance crews may perform maintenance actions while located in the Government provided hangar provided the Government allows such functions to take place.

(b) Contractor insurance will cover any and all damage to aircraft parked in the government facility unless such damage is the result of the willful negligence on the part of the Government.

(c) The Contractor waives the Government from any liability for injury to personnel representing them while performing maintenance in Government facility unless such injury is the result of the willful negligence of the Government.

(d) All personnel performing maintenance related service for the vendor in a Government provided facility will adhere to local policies regarding security, facility use, shop rules etc.
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C.16 UNAVAILABILITY

(a) The aircraft will be considered unavailable whenever the equipment is not in condition to perform or fails to perform within the requirements of this contract (scheduled maintenance not included).

(b) When a scheduled inspection goes beyond the OEM published flat rate for the scheduled inspection being performed as specified in the aircraft service manual, or a maximum of 4 days if a published rate is not available, the aircraft will be considered “unavailable” until the aircraft is returned to contract availability by an FS Aircraft Maintenance Inspector.

(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 discrepancy or deficiency has occurred will be made as promptly as possible after the Contractor has given notice that the item has been corrected. When inspection reveals that the item has been corrected, the Contractor will be considered in “Available” status from the time the Contractor gives notice to the Government that the item has been corrected. If consistent failure to respond to dispatches occurs, the CO retains the right to require functional check flights at Contractor's expense. See Section C.19 Return to Availability.

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

(e) Agency or agency contracted pilots may be used at the request of the contractor to perform functional flights or relocation flights associated with maintenance. The CO retains the right to require Government expenses incurred be reimbursed by the Contractor for additional functional flights, for positioning of the aircraft on maintenance flights, or for other non-Government requested flights.

C.17 PAYMENT PROCEDURES

(a) All FS-6500-122's will be electronically packaged and submitted through the Aviation Business System (ABS) for payment processing. Payments will be made semi-monthly for services approved. The 122's will be "bundled" approximately every two weeks and sent to the vendor electronically for approval for submission through the ABS system and electronically forwarded to Albuquerque Service Center (ASC) for payment. The 122's processed during the first half of the month will be processed for payment on or about the 15th and those accumulated during the last half of the month will be processed on or about the 1st of the following month.

(b) Preparation for access and use of ABS requires a USDA e-authentication username and password. Instruction for authentication and training for your ABS role is now available on the Internet at http://www.fs.fed.us/business/abs.

(c) Upon completion of the contract or any extension thereof, final payment will not be made until a Contract Release form has been completed. The final Flight Use Report payment will be accompanied by the completed Contract Release Form.
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(d) Payment for Availability: Payment of availability will be made at the applicable rate in the Schedule of Items and will be recorded in ABS as appropriate.

(e) Deductions due to Unavailability: When the aircraft is deemed to be unavailable (per Appendix A) deductions of 1/14th of the daily rate will be made for every hour that the aircraft is unavailable. All submitted prices must be divisible by fourteen.

C.18 PROPERTY AND PERSONAL DAMAGE
(a) The Contractor shall use every precaution necessary to prevent damage to public and private property.

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

(c) The Contractor shall procure and maintain during the term of this agreement, and any extension thereof, aircraft and General Public Liablity 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.

C.19 PUBLIC OFFICIALS NOT PERSONALLY LIABLE
(a) There shall be no personal liability upon the Contracting Officer or officer in charge, their agents or employees, for any act performed in the discharge of any duty imposed or the exercise of any power or authority conferred upon them by, or within the scope of the contract, it being understood that in all such matters, they act solely as agents and representatives of the U.S. Government and the U.S. Forest Service.

C.20 TIME OF DELIVERY (FAR 52.211-8) (JUN 1997) (TAILORED)
(a) All fully configured (to all technical specifications) aircraft must be ready for inspection thirty (30) days prior to the Period of Performance start date and delivered by 1 July, 2020. The proposed delivery schedule should be included in the proposal, with actual dates to be coordinated with the CO after award and prior to
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delivery. Availability payment will begin at acceptance of first item, for each item, as, and when accepted. Offerors, who propose a delivery schedule that will not clearly fall within the applicable required delivery period as specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule depicted above will apply.

C.21 POINT OF DELIVERY
(a) Delivery will occur at Contractor’s base of operations or other mutually agreed upon location. Upon acceptance by issuance of Government inspection approval card, the Government will subsequently disperse the aircraft to other locations.

C.22 COMMERCIAL FILMING AND VIDEOTAPING
(a) In accordance with 36 C.F.R Part and U.S. Forest Service manuals 1600 and 2700 all commercial filming or videotaping (e.g., filming for feature films, reality shows, documentaries, television specials, etc.) on national Forest System lands requires the filming entity to apply for, and obtain, a special use authorization prior to the start of any filming, or associated activities, on National Forest System lands. This requirement is applicable to filming directly by Contractors and is also applicable to filming of Contractors of the U.S. Forest Service while on National Forest System lands.

(b) Any filming, or associated activities, occurring on National Forest System lands pursuant to a properly acquired special use authorization may be limited or prohibited during a fire fighting or incident support situation at the discretion of the Incident Commander.

C.23 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)
(a) The US Forest Service has adopted the Contractor Performance Assessment Reporting System (CPARS) for reporting all past performance information. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.
(c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm’s past performance evaluation(s) for the contract no later than 30 days after establishment of the Contract. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further
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details, systems requirements, and training information for CPARS are available at
Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an
interim or final past performance evaluation and the report will be accessible at
http://www.cpars.csd.disa.mil/. Contractor Representatives may then provide comments in response to
the evaluation, or return the evaluation without comment. Comments are limited to the space provided
in Block 22. Your comments should focus on objective facts in the Assessing Official’s narrative and
should provide your views on the causes and ramifications of the assessed performance. In addition to
the ratings and supporting narratives, blocks 1 – 17 should be reviewed for accuracy, as these include
key fields that will be used by the Government to identify your firm in future source selection actions. If
you elect not to provide comments, please acknowledge receipt of the evaluation by indicating “No
comment” in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block
22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and
submit the CPAR within 60 days, it will automatically be returned to the Government and will be
annotated: “The report was delivered/received by the contractor on (date). The contractor neither
signed nor offered comment in response to this assessment.” Your response is due within 60 calendar
days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:
(1) Protect the evaluation as “source selection information.” After review, transmit the
evaluation by completing and submitting the form through CPARS. If for some reason you are
unable to view and/or submit the form through CPARS, contact the Contracting Officer for
instructions.
(2) Strictly control access to the evaluation within your organization. Ensure the evaluation is
never released to persons or entities outside of your control.
(3) Prohibit the use of or reference to evaluation data for advertising, promotional material,
pre-award surveys, responsibility determinations, production readiness reviews, or other similar
purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the
Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will
be held in person or via telephone or other means during your 60-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and
for Government use supporting source selection.

C.24 ACRONYMS AND DEFINITIONS

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<tbody>
<tr>
<td>AOC</td>
<td>Air Operator Certificate</td>
</tr>
<tr>
<td>AFF</td>
<td>Automated Flight Following</td>
</tr>
<tr>
<td>AGAR</td>
<td>Agricultural Acquisition Regulation</td>
</tr>
<tr>
<td>AGL</td>
<td>Above Ground Level</td>
</tr>
<tr>
<td>ASM</td>
<td>Aerial Supervision Module</td>
</tr>
</tbody>
</table>
# SECTION C
## CONTRACT CLAUSES

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>ATGS</td>
<td>Air Tactical Group Supervisor</td>
</tr>
<tr>
<td>CFR</td>
<td>Code of Federal Regulations</td>
</tr>
<tr>
<td>CO</td>
<td>Contracting Officer</td>
</tr>
<tr>
<td>COR</td>
<td>Contracting Officer’s Representative</td>
</tr>
<tr>
<td>CVR</td>
<td>Cockpit voice Recorder</td>
</tr>
<tr>
<td>DDP</td>
<td>Designated Dispatch Point</td>
</tr>
<tr>
<td>FAA</td>
<td>Federal Aviation Administration</td>
</tr>
<tr>
<td>FAR</td>
<td>Federal Acquisition Regulations</td>
</tr>
<tr>
<td>FMC</td>
<td>Fully Mission Capable</td>
</tr>
<tr>
<td>FS</td>
<td>Forest Service</td>
</tr>
<tr>
<td>FSM</td>
<td>Forest Service Manual</td>
</tr>
<tr>
<td>GPS</td>
<td>Global Positioning System</td>
</tr>
<tr>
<td>IFR</td>
<td>Instrument Flight Rules</td>
</tr>
<tr>
<td>ILS</td>
<td>Integrated Logistics Support</td>
</tr>
<tr>
<td>KIAS</td>
<td>Knots Indicated Airspeed</td>
</tr>
<tr>
<td>KTAS</td>
<td>Knots True Airspeed</td>
</tr>
<tr>
<td>MAP</td>
<td>Mandatory Availability Period</td>
</tr>
<tr>
<td>MEL</td>
<td>Minimum Equipment List</td>
</tr>
<tr>
<td>NICC</td>
<td>National Interagency Coordination Center</td>
</tr>
<tr>
<td>NIFC</td>
<td>National Interagency Fire Center</td>
</tr>
<tr>
<td>NTSB</td>
<td>National Transportation Safety Board</td>
</tr>
<tr>
<td>OSL</td>
<td>Operational Service Life</td>
</tr>
<tr>
<td>PMC</td>
<td>Partially Mission Capable</td>
</tr>
<tr>
<td>PTT</td>
<td>Push-to-Talk</td>
</tr>
<tr>
<td>TAWS</td>
<td>Terrain Advisory and Warning System</td>
</tr>
<tr>
<td>TCAS</td>
<td>Traffic Collision Avoidance System</td>
</tr>
<tr>
<td>TEB</td>
<td>Technical Evaluation Board</td>
</tr>
<tr>
<td>TSO</td>
<td>Technical Standard Order</td>
</tr>
<tr>
<td>USDA</td>
<td>United States Department of Agriculture</td>
</tr>
<tr>
<td>VFR</td>
<td>Visual Flight Rules</td>
</tr>
<tr>
<td>vox</td>
<td>Voice Activation</td>
</tr>
</tbody>
</table>
SECTION C
CONTRACT CLAUSES

DEFINITIONS:

AERIAL SUPERVISION MODULE (ASM) - The ASM is a fixed wing platform that utilizes two crew members to perform the functions of traditional air attack and low level lead operations. The ASM requires both crew members to be trained to work as a team, utilizing Crew Resource Management (CRM) skills and techniques to enhance safety, efficiency, and effectiveness. Module operations require a fluid relationship between crew members that incorporates task sharing and coordination. The ASM provides aerial supervision and leadership in support of incident objectives.

AGENCY - A Government organization which, for the practical purposes of this contract, is one of the land use agencies listed under GOVERNMENT.

AVAILABLE - The period of time that the aircraft is considered Fully Mission Capable (FMC) or Partially Mission Capable (PMC) if, at the Government’s discretion, the aircraft is utilized.

BI-LATERAL AGREEMENT - A written agreement, mutually agreeable to both parties, negotiated between the Government and the Contractor that changes any terms and conditions or requirements of the contract.

CARGO - Any material item/thing carried by the aircraft.

CONTRACTING OFFICER (CO) - Government personnel with specific delegation of procurement authority, also known as a warranted contracting officer, who retains the full array of authorities in respect to any actions related to award, administration, payment, disputes, and termination of the National Crew contract.

CONTRACTING OFFICER’S REPRESENTATIVE (COR) - An individual designated by the contracting officer to serve as the CO’s on-site representative in matters dealing with contract administration.

DRY LEASE - The lease of basic aircraft without pilots, crews, insurance, etc. A dry lease requires the LESSEE to put the aircraft on his/her own AOC and provide aircraft registration. Insurance may be required if requested as a part of the lease agreement.

FULLY MISSION CAPABLE (FMC) - A condition status that indicates that the aircraft is capable of safe flight and can perform all the prescribed missions required by the Government.

GOVERNMENT - United States Department of Agriculture - Forest Service (USDA-FS), National Park Service (NPS), Bureau of Land Management (SLM), Bureau of Indian Affairs (BIA), and United States Fish & Wildlife Service (USF&WS).

GOVERNMENT REPRESENTATIVE - Designated employee of the agencies listed under the definition of Government.

INTEGRATED LOGISTICS SUPPORT (ILS) - The management process which facilitates the development and integration of the following ten individual logistic support elements: maintenance planning, supply support, support & test equipment/equipment support, manpower & personnel training & training support, technical data, computer resource support, facilities, packaging/handling/storage & transportation, and design interface.

INCIDENT - An occurrence or event, either human-caused or natural phenomena, that requires action by emergency service personnel to prevent, or minimize loss of life or damage to property and/or natural resources.
SECTION C
CONTRACT CLAUSES

INSTRUCTOR POSITION - The seat immediately behind the SIC/Observer.

MANDATORY AVAILABILITY PERIOD (MAP) - The MAP encompasses that period of time as designated in the Schedule of Services in which availability and specific NCR location is mandated by the terms of this contract.

OPERATIONAL SERVICE LIFE (OSL) - The timeframe during which no significant reduction in ultimate load capability (strength) is likely to occur due to fatigue.

PARTIALLY MISSION CAPABLE (PMC) - The aircraft is considered PMC when the aircraft can perform one or more, but not all, of the missions prescribed for the aircraft by the Government because of inoperable/missing equipment listed in the MEL or special mission equipment/avionics.

TECHNICAL STANDARD ORDER (TSO) - A minimum performance standard issued by the FAA for specified materials, parts, processes, and appliances used on civil aircraft. Articles with TSO design approval are eligible for use on the United States (US) Type Certified Products. The TSO authorization or the letter of TSO Design Approval does not convey the installation approval.

UNAVAILABLE - The aircraft is determined by the government to unable to fulfill its mission due to an inoperative component or system.
**SECTION D**
**EXHIBITS**

**D.1  LIST OF EXHIBITS**

<table>
<thead>
<tr>
<th>EXHIBIT</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>CONTRACTOR AUTHORIZED SIGNATURES</td>
</tr>
<tr>
<td>2</td>
<td>DETAILED AIRCRAFT INFORMATION</td>
</tr>
<tr>
<td>3</td>
<td>PRE-AWARD INSPECTION OF FACILITIES AND EQUIPMENT</td>
</tr>
<tr>
<td>4</td>
<td>LEASED AIRCRAFT CONTRACT PERFORMANCE EVALUATION</td>
</tr>
<tr>
<td>5</td>
<td>SUMMARY OF ACCIDENTS</td>
</tr>
<tr>
<td>6</td>
<td>AIRCRAFT MAINTENANCE LOG</td>
</tr>
<tr>
<td>7</td>
<td>PAST PERFORMANCE QUESTIONNAIRE</td>
</tr>
<tr>
<td>8</td>
<td>WEIGHT AND BALANCE FORMS</td>
</tr>
</tbody>
</table>
SECTION D
EXHIBITS

EXHIBIT 3 – PRE-AWARD INSPECTION OF FACILITIES AND EQUIPMENT

Offerors equipment and facilities shall be made available for inspection during the proposal evaluation period and prior to contract award. Every effort shall be made by the Government to make the inspection convenient and less costly to the Offerors. Both the initial and the final aircraft inspections will be performed against the requirements contained in Section C of this solicitation and the offeror’s proposal. Offerors shall provide the following information for each aircraft proposed. (See Attachment F for blank form)

NAME OF OFFEROR: ________________________________

AIRCRAFT MAKE: ___________________ MODEL: ______ YEAR: ______

FAA REGISTRATION NUMBER: ________________________________

SERIAL NUMBER: ________________________________

LOCATION OF AIRCRAFT: ________________________________

NAME OF FACILITY: ________________________________

STREET ADDRESS: ________________________________

CITY: ___________________ STATE: ___________ ZIP CODE: ______

TELEPHONE NUMBER: ________________________________

FAX NUMBER: ________________________________

NAME OF LOCAL CONTACT: ________________________________
## SECTION D
### EXHIBITS

### EXHIBIT 4 – LEASED AIRCRAFT CONTRACT PERFORMANCE EVALUATION

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Project</th>
<th>Contract No</th>
<th>Inclusive Performance Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. Quality of Product or Service:

   a. **Aircraft Condition** (neat, clean, operable, good condition, appliances properly calibrated and marked, etc.)
      
      YES ☐ NO ☐
      
      Explain:
      
      ______________________________________________________
      ______________________________________________________
      ______________________________________________________

   b. **Facility, Manuals, Equipment** (met required contract specifications for the repair facility, security, repair manuals, tools and equipment)
      
      YES ☐ NO ☐
      
      Explain:
      
      ______________________________________________________
      ______________________________________________________
      ______________________________________________________

   c. **Personnel** (has adequate number of professional, trained mechanics and personnel).
      
      YES ☐ NO ☐
      
      Explain:
      
      ______________________________________________________
      ______________________________________________________
      ______________________________________________________

   d. **Aircraft Maintenance** (timely maintenance provided, adequate replacement parts available, etc.)
      
      YES ☐ NO ☐
      
      Explain:
      
      ______________________________________________________
      ______________________________________________________
      ______________________________________________________
SECTION D
EXHIBITS

e. Records (completes records correctly and maintains logs, invoices, and parts documentation).

YES ☐    NO ☐

Explain: __________________________________________________________

f. Contractor Inter-Department Communication-Organization YES ☐   NO ☐

Explain: __________________________________________________________

______________________________________________________________

g. Overall Quality of Work YES ☐ NO ☐

Explain: _________________________________________________________

______________________________________________________________

2. Cost Control (work completed in accordance with contract costs) YES ☐ NO ☐

Explain: _________________________________________________________

______________________________________________________________

3. Timeliness of Performance (provides aircraft in timely manner and completes timely maintenance)

YES ☐    NO ☐

Explain: _________________________________________________________

______________________________________________________________

4. Business Relations (Contractor was professional in planning, organizing, adaptability, personnel management, cooperation and communication with Government representatives, maintains positive attitude and is teamwork oriented)

YES ☐    NO ☐

Explain: _________________________________________________________

______________________________________________________________
SECTION D
EXHIBITS

5. Subcontracting Requirements (Contractor met subcontracting goals, obtained subcontractor competition, submitted required subcontractor cost data with the aircraft Maintenance Estimate, and subcontractor service was acceptable or better)

YES □ NO □

Explain: ____________________________________________

________________________________________________________________________

Comments and/or Areas for Improvement, if any:

________________________________________________________________________

________________________________________________________________________

Check one of the following:

□ COR □ Inspector

PRINT NAME: _______________________________________

SIGNATURE: _______________________________________

WORK ADDRESS: ___________________________________

PHONE NUMBER: ____________________________

DATE: _______________________________________

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SECTION D
EXHIBITS

EXHIBIT 5 – SUMMARY OF ACCIDENTS

Failure to provide the following information may render the Offer unacceptable

The information furnished below will be used in the evaluation of the offeror. Safety of the operations conducted under this contract is critical; therefore, the Contractors ability to safely conduct aircraft operations is an important factor in the evaluation process.

1. Total number of aircraft flight hour (past 36 months). Please provide the total number, by aircraft offered. __________________________________________

2. Has your company experienced any NTSB reportable aircraft accidents/

   Incidents in the past 36 months? YES ______ NO ______

   If “Yes” provide the NTSB accident/incident report number(s) below:

   __________________________  __________________________  __________________________

   NTSB #                      NTSB #                      NTSB #

3. Has your company experienced any FAA enforcement action(s) in the past 36 months? YES ______ NO ______

   If “Yes” enclose a narrative explaining each event with your offer for each FAA enforcement action/each aircraft offered.
### EXHIBIT 6 – AIRCRAFT MAINTENANCE LOG

<table>
<thead>
<tr>
<th>A/C NO.</th>
<th>TYPE &amp; MODEL</th>
<th>PILOT</th>
<th>DATE</th>
<th>TACH TIME</th>
<th>OIL ADDED</th>
<th>LANDINGS</th>
<th>ENGINE CYCLES</th>
<th>TOTALS</th>
<th>REGION</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>END</td>
<td>START</td>
<td>TOTAL</td>
<td>1</td>
<td>2</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>END</td>
<td>START</td>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>END</td>
<td>START</td>
<td>TOTAL</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td>END</td>
<td>START</td>
<td>TOTAL</td>
<td></td>
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</tr>
<tr>
<td></td>
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<td>START</td>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTALS**

<table>
<thead>
<tr>
<th>TIME IN SERVICE</th>
<th>AIRFRAME</th>
<th>ENG NO. 1</th>
<th>ENG NO. 2</th>
<th>VOR CHECK</th>
<th>DATE</th>
<th>LOCATION</th>
<th>BEARING NO. 1</th>
<th>NO. 2</th>
<th>ERRORS</th>
<th>TYPE TEST</th>
<th>DATE DUE</th>
<th>SIGNATURE</th>
<th>ANNUAL DUE</th>
<th>SPECIAL INSPECTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>PREVIOUS TOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HOURS THIS PAGE</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
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<td></td>
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<tr>
<td>TOTAL HOURS TO DATE</td>
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</tbody>
</table>

**DISCREPANCIES** – DATE & INITIAL EACH ENTRY

<table>
<thead>
<tr>
<th>NO.</th>
<th>CORRECTIVE ACTION</th>
<th>SIGNATURE</th>
</tr>
</thead>
</table>

**MAINTENANCE FILE COPY**
EXHIBIT 7 – PAST PERFORMANCE QUESTIONNAIRE

INSTRUCTIONS: No contract may be awarded unless a completed questionnaire has been received.
If more space is needed, attach additional sheets.

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>Check one box:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mailing Address:</td>
<td>Corporation</td>
</tr>
<tr>
<td></td>
<td>Co-partnership</td>
</tr>
<tr>
<td></td>
<td>Individual</td>
</tr>
</tbody>
</table>

| Principal Office:      | Telephone No: |

1. How many years has your organization been in business as a general contractor under your present business?

2. How many years has your organization had as a:

   (1) prime contractor? _____; (2) sub-contractor? _____.

3. List below the contracts your organization has held within the last three (3) years:

<table>
<thead>
<tr>
<th>Contract Amount</th>
<th>Type of Contract</th>
<th>Date Completed</th>
<th>Name and Phone of Person To contact for information on project</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SECTION D
EXHIBITS

5. Have you ever failed to complete any work awarded to you?  □ yes  □ no
If “yes”, list location(s) and reason(s):

6. Organization and work force that will be available for this contract
   a. Minimum number of employees: __________
      Maximum number of employees: __________
   b. Are the employees regularly on your payroll or do you plan to hire for this contract?
      Explain:
   c. Do you plan to subcontract any part of the proposed work?  □ yes  □ no

4. If problems were encountered under the above identified project(s), identify below what, if any, corrective action was taken by you as the contractor.

The undersigned hereby declares that all the information furnished in this questionnaire is true, complete, and correct to the best of their knowledge and belief, and that all persons named as references are authorized to furnish the Forest service with any information necessary for verification.

Organization Name

By (signature)                Title                Date
### EXHIBIT 8 – WEIGHT AND BALANCE FORMS

**Example Forms**

<table>
<thead>
<tr>
<th>Page</th>
<th>A/C Make, Model, Series</th>
<th>Registration Number</th>
<th>Serial Number</th>
<th>Date Weighed</th>
<th>Date Weighed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Location and Description of Item</strong></td>
<td><strong>Weight</strong></td>
<td><strong>Arm</strong></td>
<td><strong>Moment</strong></td>
<td><strong>Lat. Arm</strong></td>
</tr>
</tbody>
</table>

X: Item was on the aircraft at the time aircraft was weighed or is included in the basic weight.
Q: 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 D
EXHIBITS

#### Form B : Aircraft Weighing Record (EXAMPLE)

<table>
<thead>
<tr>
<th>Make, Model, Series</th>
<th>Registration Number</th>
<th>Serial Number</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Datum is</td>
<td>Leveling Means</td>
<td>Weighing Procedures References</td>
<td>Scale Location</td>
</tr>
</tbody>
</table>

#### Scale Readings

<table>
<thead>
<tr>
<th>Scale</th>
<th>Reading</th>
<th>Tare</th>
<th>Net Weight</th>
<th>Long. Arm</th>
<th>Moment</th>
<th>Lat. Arm</th>
<th>Moment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Left Front or Nose</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Right Front</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Left Aft or Tail</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Right Aft</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fuel &amp; Oil at Time of Weighing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fuel</td>
</tr>
<tr>
<td>Oil Engine</td>
</tr>
<tr>
<td>Oil Transmission</td>
</tr>
<tr>
<td>Oil Tail Gearboxes</td>
</tr>
<tr>
<td>Hydraulic Fluid</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fuel &amp; Oil at Time of Weighing</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pull</td>
<td>Dafueled</td>
</tr>
</tbody>
</table>

#### Items Weighed not part of Basic Weight

<table>
<thead>
<tr>
<th>Item</th>
<th>Weight</th>
<th>Arm</th>
<th>Moment</th>
</tr>
</thead>
</table>

#### Items not Weighed but part of Basic Weight

<table>
<thead>
<tr>
<th>Item</th>
<th>Weight</th>
<th>Arm</th>
<th>Moment</th>
</tr>
</thead>
</table>

#### Adjusted Basic Weight of Aircraft as Weighed

#### Total Empty Weight of Aircraft as Weighed

<table>
<thead>
<tr>
<th>Longitudinal EW. CG</th>
<th>Lateral EW CG</th>
</tr>
</thead>
</table>

#### Aircraft Weighed By

<table>
<thead>
<tr>
<th>Print Name :</th>
<th>Scales</th>
</tr>
</thead>
</table>
| Signature :  | Type :
| Certificate Type and Number: | Serial Number : |
| Calibration Date : |        |
### SECTION D
**EXHIBITS**

**Form C: Continuous History of Equipped Weight After Weighing (EXAMPLE)**

<table>
<thead>
<tr>
<th>Make, Model, Series</th>
<th>Registration Number</th>
<th>Serial Number</th>
<th>Page Number</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Date mm/dd/yyyy</th>
<th>Description of Item</th>
<th>Weight Change</th>
<th>Current Total Equipped Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Added (+)</td>
<td>Removed (-)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Weight, Arm, Moment</td>
<td>Weight, Arm, Moment</td>
</tr>
</tbody>
</table>

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SECTION E
SOLICITATION PROVISIONS

E.1 GENERAL INFORMATION

(a) The services of this Request for Proposals (RFP) are being acquired under the authority of Federal Acquisition Regulations (FAR), Part 12, Acquisition of Commercial Items.

(b) If you wish to compete for the contract described in Sections A through D of this RFP, you must submit a proposal that includes a signed and dated offer and other requested information by the time and date shown on the SF1449. Proposals shall be submitted on USB storage devices. CD’s and hard paper copies will not be accepted.

E.2 SIZE STANDARD AND NAICS CODE INFORMATION

(a) The North American Industrial Classification System Code(s) and business size standard(s) describing the products and/or services to be acquired under this solicitation are listed below:

   (1) Contract line item(s): ALL ITEMS

   (i) --NAICS Code: 532411

   (ii) --Size Standard: $32.5M

E.3 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (FAR 52.212-1) (OCT 2018) (TAILORED)

(a) Offers. To be considered as the prospective contractor for the requirement identified in this solicitation, an offeror must submit a proposal consisting of a valid offer and the Offeror Capability Information identified below. Send proposals to:

   (1) By mail, hand carried or express delivery service:
       U.S. FOREST SERVICE, CONTRACTING
       NATIONAL INTERAGENCY FIRE CENTER
       Owyhee Building – MS1100
       3833 S Development Ave
       Boise, ID 83705-5354

       Mailroom Notification – All proposal documents shall be packaged in sealed envelopes or boxes. All proposal packaging should be marked as follows:

       Mailroom: DO NOT OPEN
       Attn: Robert Hoffman, Contracting Officer
       Deliver to Incident Support Branch (RFP 12024B19R9009)

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers must include –

   (1) One (1) Copy of your Legal Offer consisting of the following:

       (i) Standard Form 1449, Solicitation/Contract/Order for Commercial Items, with blocks 17, and 30 completed. If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

       (ii) Section B - Schedule of Items with your proposed prices inserted.
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(iii) Section E.9, completed and submitted with your offer or submitted electronically (SAM.GOV) in accordance with the clause.
(iv) Acknowledgement of Solicitation Amendments (if any).
(v) Section D, Exhibits 1 and 2.

(2) Five (5) copies of your Technical Proposal consisting of the following.

(i) **Technical Capability:** Offerors shall submit information that describes the proposed aircraft and its ability to meet the minimum aircraft requirements (per Section B) and at least one copy of verifying information, such as Pilot Operating Handbooks, aircraft log books, aircraft specification sheets, equipment lists, historical records, brochures, and other similar information shall be provided. (Note: Verifying information such as Pilot Operating Handbooks, aircraft log books, etc., will not count towards the 100 page count limit.) This information and sub factors below will be a part of the Government’s verification and evaluation.

(A) **Aircraft Design**

(1) Aircraft Visibility Outwards
(2) Performance, endurance, and payload capability
(3) Minimum Controllable Airspeed
(4) Flight Crew Capacity and Seating Arrangement
(5) Single Engine Best Rate of Climb
(6) Flight Deck Design
(7) Aircraft Conspicuity

(B) **Continued Airworthiness Program.** Aircraft must have a manufacturer approved maintenance and inspection program that accounts for usage in the firefighting environment. These instructions must contain a Quality element.

(C) **Operational History:** Provide thorough documentation of operational, damage, and repair history on each aircraft offered to include aircraft engine(s).

(D) **Inspection Programs.** Inspection programs for the aircraft shall address the following:

(1) The aircraft’s original design requirements and its intended mission and operational life;
(2) The amount of operational life that has been used before entering into firefighting service (if applicable).
(3) The magnitude of maneuver loading and the level of turbulence in the firefighting environment and the effect of these factors on the remaining operational life.
(4) The impact of all previous flight hours (both public and civil) on the aircraft’s remaining operational life (if applicable).
(5) A detailed engineering evaluation and analysis to predict and prevent fatigue separations.
(6) Inspection program – describe structural inspection process. Aircraft used in firefighting operations be maintained in accordance with the maintenance and
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inspection programs developed in response to NTSB Safety Recommendation A-04-29.

(E) **Aircraft System Redundancy.** Offerors shall identify those platforms that are offered which provide higher levels of aircraft system redundancy.

(F) **Aircraft Support Capability.**
   (1) Manufacturer’s Support – i.e., availability of and access to OEM type aircraft, designs, drawings, engineering, parts, tools.
   (2) Parts – describe parts availability for the support and maintenance of all proposed aircraft.
   (3) Facilities – describe the support and maintenance facilities for the aircraft for the entire year (i.e., both during the active fire season and the off-season).

(G) **Aircraft Known to FS Pilots.** The offeror must identify whether a commercially available compatible flight simulator is available for the aircraft offered.

(ii) **Maintenance:** Offerors shall describe their facilities where the maintenance services will be performed, the equipment available to accomplish the work, and the shop hours of operation. Pictures and/or drawings showing floor plans, door opening sizes, equipment location, traffic flow, layout, size of the facility, etc., should be included with appropriate explanations. In addition, copies of repair station certificates, manufacturer service center clarifications, and a list of major equipment and tools shall also be included.

(A) **Timeliness of Performance.** Offerors shall describe their compliance with the aircraft’s scheduled maintenance program; specifically when the aircraft is located in various locations. Document the reliability of the maintenance programs for each aircraft proposed.

(B) **Quality of Services.** Offerors shall describe their ability to conform to the standards of good workmanship and identify any/all company policies/procedures that identify quality control plans and service records that support the quality of maintenance and workmanship.

(C) **Maintenance Employee Qualifications & Training.** Offerors shall furnish the following information on existing and proposed maintenance personnel: years of experience, total years of maintaining the proposed aircraft type, training, certification specific to the aircraft and the avionics required for this contract. The experience, capability, and training (i.e., schooling, certification, etc.) of personnel utilized to accomplish the work, such as managers, aircraft mechanics, aircraft mechanic helpers, aircraft workers, aircraft quality control inspectors, aircraft servicers, subcontractors, and other employees shall be described.

Offeror’s should identify and describe any/all experience relevant to current or previous Government contracts; specifically those related to wild land firefighting and the maintenance of aircraft associated with wild land firefighting efforts and round-the-clock operations and high sortie. Offerors should document their company’s experience in the areas of maintenance execution and maintenance management with assets that are/were widely dispersed geographically.
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(D) Quality Control. The Offeror shall describe their Quality Control Plan that specifically addresses the methodology and policies for Quality Control; specifically in the areas of maintenance and safety practices.

(iii) Past Performance: Past Performance is a measure of the degree to which an Offeror has satisfied their customers in the past, and complied with Federal, State, and Local laws and regulations. The Government’s assessment of an Offeror’s past performance will be subjective and will be based mainly on an Offeror’s reputation with their customers. Offerors shall complete the “Past Performance questionnaire” (Section D, Exhibit 7) as part of their proposal. Offerors shall identify and submit names of their references for the past three years (to include company name and contact point name), periods of performance for referenced contracts, verifiable telephone numbers for contact point names, dollar value of contract(s), and contract number and type to support past performance. It is recommended that Offeror’s provide a minimum of three (3) references. The Government may contact the references provided in the proposals to ask whether or not they believe:

(A) Business Relations. Offerors shall address their capability to effectively manage subcontracts, develop and maintain effective working relationships with CO’s, COTRs, and technical teams. Offeror’s shall also address their ability to apply flexibility, cooperative behavior, and willingness to implement solutions that support the Government’s needs as established in this solicitation.

(iv) Safety:

(A) Offerors shall include Section D, Exhibit 5 Summary of Accidents.

(B) Offerors shall also provide information regarding their company’s safety program to include any accident prevention plans, safety training plans, corrective policy procedures, or safety audits/certifications; if applicable.

(3) In addition to the other requirements in this solicitation, have you enclosed copies of the following?

(i) Copy of the aircraft’s Flight Operations Manual to include all STC’s and performance charts (digital is acceptable).

(ii) An accurate Equipped Weight for the offered aircraft including supporting documentation (current equipment list) with all contractually required equipment included.

(iii) All copies of STC’s or FAA Field Approvals necessary to meet the equipping/configuration requirements specified within this solicitation. Include a summary table listing all modifications by STC number or field approval and installation date.

(iv) A delivery schedule that meets the requirements specified in section C.28 (Time of Delivery).

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be
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submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during pre-award testing.

(e) **Multiple offers.** Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) **Late submissions, modifications, revisions, and withdrawals of offers.**

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)

(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) if it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) there is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) if this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first working day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.
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(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror’s initial offer shall contain the offeror’s best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

The offeror’s technical proposal may become a part of any resultant contract. Offerors are hereby advised that the Government will have the right to use, duplicate, or disclose in any manner and for any purpose whatsoever, and have the right to permit others to do so, all subject data required to be delivered under any contract resulting from this solicitation. Any reservations regarding these Government rights to data should be stated in the proposal and will be resolved during any subsequent negotiations if conducted.

A Technical Evaluation Board (TEB) appointed by the Contracting Officer will evaluate technical proposals. To be considered for an award, a proposal must conform to all of the requirements in the solicitation. An award shall be made to the Offeror whose (1) proposal is determined to be the most technically acceptable, and (2) whose technical/price relationship is the most advantageous to the Government. The Government anticipates award of a contract for fifteen (15) aircraft.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

1. The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—GSA Federal Supply Service Specifications Section Suite 8100 470 L’Enfant Plaza, SW Washington, DC 20407 Telephone (202) 619-8925 Facsimile (202) 619-8978.

2. If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i) (1) (i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites—
(i) ASSIST (https://assist.dla.mil/online/start/).
(ii) Quick Search (http://quicksearch.dla.mil/).
(iii) ASSISTdocs.com (http://assistdocs.com).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—
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(i) Using the ASSIST Shopping Wizard (https://assist.dla.mil/wizard/index.cfm);
(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST;
or
(iii) Ordering from DoDSSP, Building 4 Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697/2197, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Unique entity identifier. (Applies to all offers exceeding $3,500, and offers of $3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) Reserved.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency’s evaluation of the significant weak or deficient factors in the debriefed offeror’s offer.

(2) The overall evaluated cost or price and technical rating of the successful and debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

E.4 EVALUATION – COMMERCIAL ITEMS (FAR 52.212-2) (OCT 2014) (TAILORED)

(a) The Government will award contract(s) resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation represents the best value to the Government, price and other factors considered. All aircraft offered must meet the minimum requirements stated in the Solicitation. All technical evaluation factors, when combined are of equal importance to cost or price. Sub factors are equal in importance to each other. The following will be used to evaluate offers:
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(1) Technical Capability: The aircraft’s ability, special features, and the relevance of these features to the wildland fire mission will be evaluated against the sub factors below.

   (i) Aircraft Design
       (A) Aircraft Visibility Outwards
       (B) Performance, endurance, and payload capability
       (C) Minimum Controllable Airspeed
       (D) Flight Crew Capacity and Seating Arrangement
       (E) Single Engine Best Rate of Climb
       (F) Flight Deck Design
       (G) Aircraft Conspicuity

   (ii) Continued Airworthiness Program.
   (iii) Operational History
   (iv) Inspection Programs.
   (v) Aircraft System Redundancy.
   (vi) Aircraft Support Capability.
   (vii) Aircraft Known to FS Pilots.

(2) Maintenance:

   (i) Timeliness of Performance.
   (ii) Quality of Services.
   (iii) Maintenance Employee Qualifications & Training.
   (iv) Quality Control.

(3) Past Performance:

   (i) Customer Satisfaction.
   (ii) Business Relations.

(4) Safety:

   (i) Summary of Aircraft Damage
   (ii) Information on Company’s safety program

(5) Cost/Price:

   (i) The written business/cost/price proposal shall consist of the Section B schedule that offerers wish to be considered for award. Even if the offeror is proposing identical aircraft; each individual aircraft must be priced separately in Section B.

   (ii) For the purposes of price evaluation, the Government will use (the total price of the hourly flight rate x the estimated hours (300 and 150)) + (the daily availability rate x 365).

   (iii) Offerors should provide information to help in the determination of price reasonableness for the daily and monthly lease price and fully burdened flight rates. The Government reserves the right to request information needed to determine price reasonableness.

   (iv) Offerors shall provide the name and location for other divisions, subsidiaries, parent company, or affiliated companies that will perform work or furnish materials under this solicitation/resultant contract.
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(v) Schedules shall not be presented with multiple pricing possibilities, such as the price being dependent on the number of aircraft awarded, statements like “to be negotiated,” or any other scheme. Pricing schedules shall be completed as presented in Section B, with no exceptions. The written business/cost (price) proposal shall not be based upon “lease with the option to buy/purchase.” The written business/cost proposal shall be based strictly on the dry lease of aircraft. Offerors shall include the fair market value for each aircraft proposed.

E.5 AMENDMENTS TO PROPOSALS (AGAR 452.215-72) (1988)

(a) Any changes to a proposal made by the offeror after its initial submittal shall be accomplished by replacement pages. Changes from the original page shall be indicated on the outside margin by vertical lines adjacent to the change. The offeror shall include the date of the amendment on the lower right corner of the changed pages.

E.6 INQUIRIES (AGAR 452.204-70) (FEB 1988)

(a) Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the Contracting Officer issuing the solicitation about any aspect of this requirement prior to contract award.

E.9 OFFEROR REPRESENTATIONS AND CERTIFICATION – COMMERCIAL ITEMS (FAR 52.212-3) (OCT 2018)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through https://www.sam.gov. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

(a) Definitions. As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation,” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).
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"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except—

(1) PSC 5510, Lumber and Related Basic Wood Materials;
(2) Product or Service Group (PSG) 87, Agricultural Supplies;
(3) PSG 88, Live Animals;
(4) PSG 89, Subsistence;
(5) PSC 9410, Crude Grades of Plant Materials;
(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
(8) PSC 9610, Ores;
(9) PSC 9620, Minerals, Natural and Synthetic; and
(10) PSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
(3) Consist of providing goods or services to marginalized populations of Sudan;
(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
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(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

   (i) To restrict the free flow of unbiased information in Iran; or

   (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

   (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

   (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

   (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

   (ii) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
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(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

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

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through [http://www.sam.gov](http://www.sam.gov). After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation.
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(including the business size standard applicable to the NAICS code referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ___.

[Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

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

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

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

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

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

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

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It □ is, □ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
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(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: __________.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It [ ] is, [ ] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: __________.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating
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in the HUBZone joint venture: __________.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

(1) Previous contracts and compliance. The offeror represents that --

(i) It [ ] has, [ ] has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [ ] has, [ ] has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that --

(i) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American — Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:
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Line Item No.: Country of Origin:

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American -- Free Trade Agreements -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israel Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.: Country of Origin:

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not
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qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

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[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

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[List as necessary]

(3) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

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[List as necessary]

(4) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahraini, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”: 
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Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

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[List as necessary]

(S) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

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[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) □ Are, □ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
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(2) □ Have, □ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) □ Are, □ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) □ Have, □ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
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(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

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(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]
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(1) ☐ Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—  

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;  

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and  

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.  

(2) ☐ Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that—  

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;  

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(ii));  

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and  

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.  

(3) If paragraph (k)(1) or (k)(2) of this clause applies—  

(i) if the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and  

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.  

(l) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)
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(1) All offerors must submit the information required in paragraphs (I)(3) through (I)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

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

(3) Taxpayer Identification Number (TIN).

☐ TIN: ________________________

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other ________________________

(5) Common parent.

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

Name __________________________

TIN __________________________

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The offeror represents that—

(i) It ☐ is, ☐ is not an inverted domestic corporation; and

(ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $3,500 with Iran’s Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50(U.S.C. 1701 et seq.) (see OFAC’s Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—
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(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it □ has or □ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:______________________________________

Immediate owner legal name:______________________________________

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: □ Yes or □ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code:______________________________________

Highest level owner legal name:______________________________________

(Do not use a "doing business as" name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by section 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless and agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
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(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that--

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code ______ (or mark “Unknown”).

Predecessor legal name: ____________________________.

(Do not use a “doing business as” name).

(s) Reserved.

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received $7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than $7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make
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available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(4) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 ( Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of Provision)

E.10 EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990)

(a) Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

E.11 SERVICE OF PROTEST (FAR 52.233-2) (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be
SECTION E
SOLICITATION PROVISIONS

served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from;

U.S. FOREST SERVICE, CONTRACTING
ATTN: ROBERT HOFFMAN
NATIONAL INTERAGENCY FIRE CENTER
3833 S DEVELOPMENT AVE, MS 1100
BOISE, ID 83705-5354

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.


(a) The Government is not planning on conducting a pre-bid/pre-proposal conference. Any questions on this solicitation may be submitted in writing to the Contracting Officer by email at klogan@fs.fed.us.


(a) A Post-Award Conference with the successful offeror will be scheduled after the contract is awarded. It will be scheduled within thirty (30) days after the date of contract award. The conference location and date which will be determined after contract award.
U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE

CONTRACT NO.: [Redacted]

PROJECT: REGION 6 EXCLUSIVE USE LIGHT FIXED WING ATGS AIRCRAFT

CONTRACTOR: SPUR AVIATION SERVICES, LC
203 JOSLIN WAY
TWIN FALLS, ID 83301
TELEPHONE: 208-733-8674

AWARDING OFFICE: U.S. FOREST SERVICE - CONTRACTING NATIONAL INTERAGENCY FIRE CENTER OYWHEE BUILDING - MS 1100 3833 S DEVELOPMENT AVE BOISE, ID 83705-5354

TODD NOVINGER
CONTRACTING OFFICER
TELEPHONE: 208-387-5272
FAX: 208-387-5384
todd.novinger@usda.gov
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STANDARD FORM 1449

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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

2. CONTRACT NO. 0(4)
3. AWARD/EFFECTIVE DATE 4/21/2020
4. ORDER NUMBER 0(4)
5. SOLICITATION NUMBER 0(4)
6. SOLICITATION ISSUE DATE 02/11/2020

7. FOR SOLICITATION INFORMATION CALL:
    a. NAME Todd R. Novinger
    b. TELEPHONE NUMBER (No collect calls) 208-387-5272
8. OFFER DUE DATE/LOCAL TIME 03/11/2020
   1400 MST

9. ISSUED BY
   a. CODE 041H
   b. NATIONAL INTERAGENCY FIRE CENTER
      U.S. FOREST SERVICE – CONTRACTING
      OWYHEE BUILDING - MS 1100
      3833 S. DEVELOPMENT AVE
      BOISE, ID 83705-5354

10. THIS ACQUISITION IS
    a. UNRESTRICTED OR □ SET ASIDE: 100% FOR:
       □ WOMEN-OWNED SMALL BUSINESS
       □ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED
       SMALL BUSINESS PROGRAM
       □ HUBZONE SMALL BUSINESS
       □ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
       □ NAICS: 481212
       □ SIZE STANDARD: 1,500 Employees.

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS
    MARKED □ SEE SCHEDULE

12. DISCOUNT TERMS
    a. 13a. THIS CONTRACT IS A
      RATED ORDER UNDER DPAS (15 CFR 750)
      13b. RATING CODE

13. Deliver TO
   a. NATIONAL INTERAGENCY FIRE CENTER
      U.S. FOREST SERVICE – CONTRACTING
      OWYHEE BUILDING - MS 1100
      3833 S. DEVELOPMENT AVE
      BOISE, ID 83705-5354

14. METHOD OF SOLICITATION
    □ RFP □ IFS □ RFP

15. ADMINISTERED BY
   a. CODE 041H

16. See Block 9

17a. CONTRACTOR/ OFFEROR: Spur Aviation Services, LC
      203 Joslin Way
      Twin Falls, ID 83301

17b. TELEPHONE NO. 208-733-8674
     EMAIL spuraviation@aol.com

18a. PAYMENT WILL BE MADE BY

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW
     IS CHECKED □ SEE ADDENDUM

19. ITEM NO.

20. SCHEDULE OF SUPPLIES/SERVICES
    SEE SECTION B (ATTACHED)
    EXCLUSIVE USE LIGHT FIXED WING ATGS
    AIRCRAFT- Region 6

21. QUANTITY
22. UNIT
23. UNIT PRICE
24. AMOUNT $ 291,312

25. ACCOUNTING AND APPROPRIATION DATA
    □ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-6 ARE ATTACHED. ADDENDA ARE NOT ATTACHED
    □ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-3, FAR 52.212-18 ATTACHED. ADDENDA ARE NOT ATTACHED

26. TOTAL AWARD AMOUNT (For Govt. Use Only) $ 291,312

27. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 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.

29. OFFER DATE 2020.04.21 14:33:55 -06'00'

30a. SIGNATURE OF OFFER/CONTRACTOR
     Todd Novinger

30b. NAME AND TITLE OF SIGNED (Type or print) Todd N. Novinger

30c. DATE SIGNED 3/11/2020

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
     Digitally signed by TODD NOVINGER
     Date: 2020.04.21 14:33:55 -06'00'
     Todd R. Novinger

STANDARD FORM 1449 (REV. 2/2012)
Prepared by GSA - FAR (48 CFR) 53.212
AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT UsABLE
SECTION B
SUPPLIES OR SERVICES AND PRICE

B-1 SCHEDULE OF ITEMS

This is a solicitation for fully operated and maintained light fixed wing aircraft services on an EXCLUSIVE USE BASIS based in Region Six. Aircraft shall meet the requirements of this schedule and the specifications included herein. Offerors shall list each aircraft to be considered for award.

Awards will not be made for aircraft not considered suitable for the Government's need, or at costs determined to be unreasonable.

B-2 DAILY AVAILABILITY AND FLIGHT RATE

Offeror(s) shall propose a Daily Availability (AV) rate and Flight Rate for each proposed item (aircraft) using the table(s) below. Offeror(s) may propose a fixed daily rate for Optional Pilot Services to mitigate pilot duty restrictions (6/36) as defined in C-16. Request to furnish optional pilot will be made in advance by the Contracting Officer (CO) or Contracting Officer's Representative (COR).

Note: Availability Rate: Availability Rate shall include Mobilization and De-mobilization to and from the Home Base and lodging/ground transportation while at the Home Base listed in the Bid Items. All proposed availability rates shall be divisible by 56.

Note: Flight Rate: The Hourly Flight Rate will be subject to adjustment in accordance with the terms of D-15 (Economic Price Adjustment Specified Flight Rate)
SECTION B
SUPPLIES OR SERVICES AND PRICE

ITEM NO. 1

Mandatory Availability Period: May 1st to September 30th  Net Days: 153 Calendar Days

Host Base: KLGD
Runway: 6261'
Elevation: 2718' MSL
Name: La Grande
City and State: La Grande, OR
Location: La Grande, OR

Aircraft Make: 
Manufacturer: 
Empty Weight: 
Number of Seats: 
Aircraft Model: 
Aircraft Registry: 
Certified Max G: 
Pressurized? (Yes or No): Yes

Hourly Fuel Consumption Rate (gallons/hour)*: 80

*Refer to Attachment No. 2 for applicable gallons per hour.

Daily Availability & Flight Offer Rate for Light-Fixed Wing

<table>
<thead>
<tr>
<th>Services</th>
<th>Units</th>
<th>Quantity</th>
<th>Base Year 2020</th>
<th>Option Year 1 2021</th>
<th>Option Year 2 2022</th>
<th>Option Year 3 2023</th>
<th>Option Year 4 2024</th>
<th>6 Month Extension</th>
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<tr>
<td>Daily Availability*</td>
<td>Day</td>
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<td></td>
<td></td>
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<tr>
<td>Hourly Flight Rate**</td>
<td>Hour</td>
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<td>Additional Pilot Rate</td>
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<tr>
<td>Extended Standby Rate***</td>
<td>Hour</td>
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<tr>
<td>Relief Cost*****</td>
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</table>

*The Daily Availability Rate shall be evenly divisible by 56

**The Hourly Flight rate will be subject to adjustment in accordance with the terms of D-15 Economic Price Adjustment Specified Flight Rate.

***The Extended Standby Hourly Rate will be subject to adjustment in accordance with the terms of B-11 Extended Standby Hourly Rate.

****Miscellaneous Charges examples are airport landing fees, tie-down charges, hanger rental, etc.

*****Relief Cost will be reimbursed as directed by the Government and in accordance with the Federal Travel Regulations.

ATGS Aircraft Use at La Grande, OR based on last 10 year average: 244 hrs. / year.
PAGE 4 INTENTIONALLY LEFT BLANK
SECTION B
SUPPLIES OR SERVICES AND PRICE

B-3 RESERVED

B-4 AIRCRAFT

The aircraft furnished shall have certified power plant and airframe log books and other necessary papers substantiating the maintenance, overhaul, and airworthiness history.

(a) Preferred Performance Requirements:

(1) Capable of a minimum 240 KTAS at 18,000 feet pressure altitude, ISA+10C

With:

(i) 950 pound payload

(ii) four (4) hours fuel computed at 18,000 feet pressure altitude, ISA+10C

(2) A minimum single engine service ceiling of 17,500 feet pressure altitude, ISA +10C

With

(i) 950 lb. payload

(ii) four (4) hours of fuel computed at maximum cruise power, 17,500 feet pressure altitude, ISA+10C

(3) High wing or unobstructed side view (void of engine nacelle) configuration from copilots seat

(b) Minimally Acceptable Performance Requirements:

(1) Capable of a minimum 220 KTAS at 18,000 feet pressure altitude, ISA+10C

With:

(i) 800 lb. payload

(ii) four (4) hours fuel computed at 18,000 feet pressure altitude, ISA+10C

(2) A minimum single engine service ceiling of 13,000 feet pressure altitude, ISA +10C

With:

(i) 800 lb. payload

(ii) four (4) hours of fuel computed at maximum cruise power, 13,000 feet pressure altitude, ISA+10C
SECTION B
SUPPLIES OR SERVICES AND PRICE

B-5 CONTRACT PILOT QUALIFICATION

Pilots performing on this contract shall meet the requirements of Section C-11. All pilots offered may be evaluated in accordance with C-11.

B-6 HOME BASE

Offeror shall enter the principal base of operation reflected in their 135 Operation Specifications.

203 Joslin Way, Twin Falls 83301 Idaho
Location (Physical Address)
208-733-8674
24 hour phone number
208-794-2444
Back up phone number:
208-736-7674
Fax Number:
spuraviation@aol.com, spuraviation1@gmail.com
Email(s)

Note: The Government may inspect the offeror’s operation and maintenance facilities prior to award. The Forest Service provides oversight for its aviation operations as such the Regional Airworthiness and Pilot inspector shall have access to inspect pre /post award, and during the life of the contract.

B-7 MAINTENANCE CAPABILITY

Offeror(s) shall provide the name and address of the Director of Maintenance:

Chris Binford
Name
208-733-8674 or 208-315-1192
24 hour phone number

The Contractor shall be capable of providing field maintenance support to each aircraft for extended periods during heavy use.

B-8 EXCISE TAXES

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

B-9 PERFORMANCE PERIOD

It is anticipated that any contract(s) resulting from this solicitation will be in effect for a period of one (1) base year with four (4) option years for a total of up to five (5) years. If necessary a six (6) month extension may be available at the end of the 4th option period.
SECTION B
SUPPLIES OR SERVICES AND PRICE

B-10 STANDBY HOURS PER DAY

Nine (9) Hours standby per day (Section C-26)

B-11 EXTENDED STANDBY HOURLY RATE

The extended standby rate will be reviewed on an annual basis to ensure compliance with the Service Contract Act and an adjustment will be made if needed. The extended standby rate will be computed by taking the minimum wage rate from the Department of Labor Wage Determination (current at that time), for Nationwide Pilot, times 1.5 plus 20% for benefits, overhead and profit and rounded to the nearest dollar. If needed, adjusted rates will become effective annually on February 16 of each year.

Extended standby is not intended to compensate the Contractor on a one-to-one basis for all hours necessary to service and maintain the aircraft. (Section C-31)

The current rate is $52.00 per hour.

B-12 OVERNIGHT STANDARD PER DIEM RATE

Rates as published in Federal Travel Regulations (See Section C-39 for further explanation)

B-13 APPROVED OPERATIONS AREAS

THE OPERATOR MUST HAVE IN THEIR OP SPECS AUTHORIZATION TO OPERATE IN ALL AREAS CHECKED BELOW.

☑ ALASKA ☐ CARIBBEAN ☐ CANADA ☐ MEXICO

B-14 CONTRACTOR FURNISHED SPECIAL REQUIREMENTS

All items below are minimum requirements and must comply with Section C-4, C-8, an Exhibit and/or Federal Regulations.

MINIMUM REQUIREMENTS:

☑ Air Tactical Avionics, Type 1 (See C-8 (a)(5))
☑ Additional VHF-AM Radios: Total A/C Qty: 3 (See C-8 (b)(1)(i)) See exhibit 4 for preferred avionics configuration.
☑ VHF-FM Radio in lieu of the Aux FM requirement: Total A/C VHF-FM Qty: 3 (See C-8 (b)(1)(ii)) See exhibit 4 for preferred avionics configuration.
☐ Additional VHF-FM Radios: Total A/C Qty: ___ (See C-8 (b)(1)(ii))
☑ VHF-FM Programming Ports (See C-8 (b)(5)(x))
☐ Drop Cord for SIC/observer (See C-8 (b)(2)(ii)(B))
☐ Drop Cord for aft Instructor position (See C-8 (b)(2)(ii)(B))
☑ Push-To-Talk (PTT) cord for SIC/observer (TELEX PT-300 with VOX or equivalent)
SECTION B
SUPPLIES OR SERVICES AND PRICE

- Push-To-Talk (PTT) cord for aft Instructor (TELEX PT-300 with VOX or equivalent)
- Aft Audio Control System (See C-8 (b)(2)(ii)(C))
- Aeronautical GPS in lieu of a portable GPS (See C-8 (b)(3)(i)(A))
- GPS with Moving Map (See C-8 (b)(3)(i)(C))
- Traffic Advisory System (TAS) (See C-8 (b)(4)(v))
- Autopilot (See C-8 (b)(5)(i))
- Radar Altimeter (See C-8 (b)(5)(ii))
- Multi-Function Display (MFD) (See C-8 (b)(5)(iii))
- Dual USB charging ports, Qty: 3 Locations: PIC/SIC/AFT Obs. (See C-8 (b)(5)(xii))
- TSO approved VOR/Localizer, Qty: 2
- TSO approved Glideslope, Qty: 2
- TSO approved DME, Qty: 1 {Not required if GPS is IFR with current database}
- TSO approved Three Light Marker Beacon System, Qty: 1
- Satellite Weather system with XM Aviator subscription or equivalent

- Provisions for IFR operation meeting 14 CFR 135.163 & 135.165

- Portable Electronic Device (PED) Tolerance (See C-8 (b)(5)(xii))
- Master Volume Controls: Each required audio controller (PIC, SIC, and instructor) must have separate controls to independently adjust the intercom and master radio volume.

- Individual Volume Controls: Each required audio controller (PIC, SIC, and instructor) must have separate controls to independently adjust headphone volume for each communications receiver. The individual volume controls must be a built in, integral part of each audio controller. Units with separate toggle style receiver selectors and volume controls are acceptable. Units with combined receiver selectors and volume controls are acceptable if they use a lighted method to identify enabled receivers.

- Two ACS-296, or equivalent, Audio Indicator Panels monitoring all installed radios:
  
  **Location 1:** SIC/Observer’s instrument panel, above the yoke and visible to both the PIC and SIC/Observer

  **Location 2:** Easily viewable by the Instructor (directly behind the SIC/Observer)

- Auxiliary Power Source (3 pin) (see section C-8 (b)(5)(iv))

- Multi Engine
SECTION B
SUPPLIES OR SERVICES AND PRICE

☑ High Wing (preferred)

☑ Low Wing - Unobstructed vertical 140-degree view copilot seat (minimally acceptable)

☑ Air Conditioning - Manufacturer or STC installed air conditioning system that utilizes Freon as a cooling agent. This system must be fully functional as designed and provide cooling to the interior confines of the aircraft. (A portable or stand-alone air cycle system is not acceptable)

☑ Turboprop

☑ Pressurized

☑ Relief Pilot(s) Available for seven (7) day coverage during mandatory availability period (MAP)

☑ Mountainous Terrain Flights
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

C-1 SCOPE OF CONTRACT

(a) The intent of this solicitation and any resultant contract is to obtain airplanes fully operated by qualified and proficient personnel and equipped to meet specifications contained herein for offered airplanes used in the administration and protection of public lands.

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

(c) The standard configuration for the Aerial Supervision Mission is a Pilot (PIC), one Air Tactical Group Supervisor (ATGS) who sits in the Forward Observer/SIC Station, and a Second ATGS or Trainer that sits in the station directly behind the Forward Observer (SIC) position.

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

C-2 GENERAL CERTIFICATIONS

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

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

C-3 GOVERNMENT FURNISHED PROPERTY

(a) If Government Furnished Property (GFP) is provided, the Contractor shall be required to sign a property receipt document. Upon Government request, GFP shall be returned to the Government in accordance with GFP (Short Form) FAR Clause 52.245-1 (JAN 2017).

C-4 AIRCRAFT REQUIREMENTS

(a) Reserved

(b) Aircraft condition and equipment. The aircraft shall be in airworthy condition throughout the performance period. All equipment shall be installed and operable or be deferrable by an FAA approved Minimum Equipment List (MEL). However, all items required by this contract may not be placed on an MEL as non-operational unless approved by a government Aviation Safety Inspector or the CO. The following equipment, when inoperative, cannot be placed on an MEL with the aircraft continuing to be utilized under contract.

(1) Emergency Locator Transmitter

(2) VHF-AM Radio (for contract availability at least two (2) must be operational)
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

(3) VHF-FM Radio (for contract availability two (2) must be operational)

(4) Transponder (for contract availability at least one (1) must be operational)

(5) Static pressure, altimeter, and automatic altitude reporting system (at least one (1)
must be operational and connected to an operational transponder)

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

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

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

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

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

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

(1) Current contract and all modifications.

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

(3) Aeronautical charts covering area of operation.

Note: The use of electronic flight bags (EFB) is hereby authorized providing the following
conditions are met:

(1) EFB's used in the aircraft are FAA approved.

(2) All other contract items are readily available to the vendor and agency crew (tablet
style devices only, no laptops).

(3) Vendors must keep the device adequately charged to allow normal use and have a
means of charging the device readily available without reliance on the government.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

(4) This authorization does not include other Personal Electronic Devices (PEDS).

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

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

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

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

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

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

(3) Stitches. Broken or missing stitches, severe fading or discoloring, inconsistent stitch pattern.

(4) Technical Standard Order (TSC) Tags (see 14 CFR 21.607). Missing or illegible tags are unacceptable unless inspection can confirm the suitability of installed equipment.

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

(m) Rear Seats. Installed rear seats, including that of the Trainer located behind the Forward Observer (SIC) position, shall be capable of remaining occupied during all phases of flight, including take-off and landing. Equipment installed in front of rear seats shall not present a crash hazard to seated occupants.

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

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

**Note:** Splints are recommended if space permits. Kits may be commercially available types which are FAA approved for the appropriate number of crew and passengers carried.

(o) Survival Kit. Aircraft shall have sufficient equipment to sustain personnel for a 24-hour period. As a minimum, the survival kit shall include the following:

1. Knife
2. Signal Mirror
3. Aviation-type Signal Flares (six (6) each)
4. Matches (two (2) small boxes in waterproof containers)
5. Magnesium Fire Starter
6. Space Blanket (one (1) per occupant)
7. Water (one (1) quart per occupant – not required when operating over areas with adequate drinking water)
8. Collapsible Water Bag
9. Food (two (2) days emergency rations per occupant)
10. Candles
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

(11) Whistle
(12) Nylon Rope or Parachute Cord (50 feet)

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

(1) Individual First Aid Kit
(2) Container w/carrying Handle or Straps
(3) Large Plastic Bags
(4) Signal Panels
(5) Flashlight with Spare Batteries
(6) Hand Saw or Wire Saw
(7) Collapsible Shovel
(8) Sleeping Bag (one (1) per two occupants)
(9) Survival Manual
(10) Snowshoes
(11) Axe or Hatchet
(12) Insect Repellant
(13) Insect Head net (one (1) per occupant)
(14) Gill Net/Assorted Fishing Tackle
(15) Personal ELT
(16) Sunscreen

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

C-5 AIRCRAFT MAINTENANCE

(a) Offered aircraft shall be maintained in accordance with the OEM’s most recent revision of inspection program applicable to the serial number of the aircraft being inspected or an inspection program approved by the FAA under the contractor’s 14 CFR 135 operations specification. All maintenance shall be accomplished in accordance with the standards established by 14 CFR Part 43, 91, and 135 standards and this contract.

(b) The Contractor shall identify the maintenance facilities and/or maintenance personnel used to fulfill the requirements of this agreement, including those covered under 14 CFR 135.426.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

(c) Aircraft operated with components and accessories on approved Time Between Overhaul (TBO) extension programs are acceptable, provided the Contractor who provides the aircraft is the holder of the approved extension authorization (not the owner if the aircraft is leased), and shall operate in accordance with the extension.

(d) Offered aircraft shall be in compliance with all applicable Federal Aviation Administration (FAA) Airworthiness Directives (AD's) as per 14 CFR 91.417 (a)(2)(v), and Service Bulletins (SB's) with a time compliance requirement, referenced in an FAA Special Airworthiness Information Bulletin (SAIB) or are designated mandatory by the manufacturer.

Each aircraft's maintenance schedule shall include mandatory component retirement, replacement or overhaul time as specified in the OEM Airworthiness Limitations Section or equivalent OEM document and shall be in compliance with them.

Each aircraft shall be in compliance with all OEM (recommended or mandatory) programs, documents and resultant inspections from programs such as Continued Airworthiness Programs (CAP), Structural Inspection Documents (SID), Supplemental Structural Inspection Documents (SSID) Corrosion Prevention and Control Programs (CPCP) and Electrical Wiring Interconnection Systems (EWIS) programs.

(e) All maintenance shall be accomplished in accordance with the standards established by 14 CFR Part 135; Advisory Circular (AC) 43.13, and the manufacturer's instructions and in accordance with those procedures established in the Contractor's maintenance program approved under 14 CFR Part 135 Operations Specifications.

(f) A copy of the current maintenance record required by 14 CFR 91.417 shall be kept at the Home Base or maintenance facility. Additionally, aircraft maintenance record entries and aircraft flight logs shall be transmitted to the operator's home base (location the certificate is held) every 12 flight hours or seven (7) days - whichever occurs first.

(g) A functional check flight shall be performed at the Contractor's expense following overhaul, repair, and replacement of any engine (installations of reciprocating engines that are new, rebuilt, or overhauled shall accumulate three (3) hours of operation, including two (2) hours in flight, prior to Government use), power train, or control equipment, and following any adjustment of the flight control systems before the aircraft resumes service under this agreement. The result of any test flight shall be logged in the aircraft flight records by the Pilot. Results of test flights shall be reported to the U.S. Forest Service Aircraft Maintenance Inspector (AMI) before the aircraft is returned to availability.

(h) When any non-scheduled maintenance or repairs are performed due to mechanical or equipment deficiencies, an AMI shall be notified for "return to contract availability" status, before the aircraft performs under the contract.

(i) The Interagency Airplane Data Record Card or Point-to-Point Aircraft Data Card shall be posted inside the aircraft.

(j) The aircraft's required weight and balance data shall be determined by actual weighing of the aircraft every 36 calendar months for multi-engine aircraft. Mission Use Only single engine aircraft shall be weighed within the previous five (5) years. Data shall include an accurate and updated equipment list.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

(k) 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. Requests will be coordinated with the appropriate regional maintenance inspector. For Exclusive Use aircraft with a MAP of 120 days or more, no more than two (2) periods or breaks of 48 hours each maximum shall be allowed during the MAP without penalty and must be coordinated with the CO or COR. For those aircraft contracted with a MAP of less than 120 days, one (1) period or break of two (2) days (48 hours) will be allowed. For “Call When Needed” aircraft there will be no authorized break or period unless the aircraft has been assigned for 18 consecutive or more days and is coordinated with the CO and the regional AMI. The maximum allowed break or period for “call when needed” aircraft shall not exceed 24 hours. The authorized absence during the MAP for any Exclusive Use aircraft to transition from assigned locations will not be used for any of these allowed maintenance periods.

(l) Mechanics assigned to work on aircraft shall have appropriate FAA certification and ratings or if at a 1A5 Repair Station shall at all times be working in the presence of one so certified and rated. Additionally,

(1) Pilots without FAA airframe and power plant (A&P) certifications are authorized to perform only the preventative maintenance tasks detailed under 14 CFR 43 Appendix A, Section (c), provided they have been properly trained under the direct supervision of an appropriately rated mechanic and designated in writing by the contractor as proficient in each task to be performed. Pilots will have this documentation available for review by government representatives. Pilots performing preventative maintenance shall have current maintenance manuals available and make logbook entries that document their work was performed in accordance with 14 CFR 43.9.

(2) When the aircraft is not available due to required unscheduled maintenance, a pilot may function as a mechanic only if they possess a valid FAA mechanic certificate with the appropriate airframe and/or power plant ratings or if they are performing preventative maintenance in accordance with 14 CFR 43.3.

(3) Any time during which the pilot is engaged in mechanic duties performing unscheduled maintenance, or as a pilot performing preventative maintenance, will apply against the pilot’s duty day limitations. All time in excess of two (2) hours (not necessarily consecutive) must also apply against the pilot’s flight limitations. After two (2) hours, every hour spent as a mechanic, or a pilot performing preventative maintenance, will be applied against pilot flight time limitation one-to-one.

(4) Only a certificated mechanic (holding an airframe and power-plant rating) may perform scheduled maintenance and inspections. The primary or relief pilot on duty as a pilot must not perform scheduled maintenance and inspections.

(m) Mechanics

(1) All mechanics shall maintain the aircraft in accordance with requirements specified...
within this contract. The mechanic shall meet the requirements of 14 CFR Part 43.7(b).

(2) The mechanic shall have 12 months experience in maintaining the make and model of aircraft being operated. Experience on similar category of aircraft may be evaluated and accept on a one-for-one basis.

(3) Mechanics shall have satisfactorily completed a manufacturer’s field or line maintenance course for the make and model of aircraft. For aircraft without training courses available the contractor must certify in writing that the mechanic has had in-house training necessary to maintain the aircraft offered. The contractor may be requested to provide a syllabus of the training program. Contractors shall submit a list of qualified personnel with their proposal and update the list annually and given to the CO 30 days after award and renewal period.

C-6 AIRCRAFT AND EQUIPMENT SECURITY

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

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

(c) Examples of Unacceptable disabling systems are:

   (1) Locked door/windows; and/or

   (2) Fenced parking areas.

C-7 RESERVED

C-8 AVIONICS

(a) MINIMUM REQUIREMENTS

All avionics used to meet this agreement must comply with the requirements of paragraph (b) AVIONICS SPECIFICATIONS and paragraph (c) AVIONICS INSTALLATION AND MAINTENANCE STANDARDS. The following are the minimum avionics which must be installed. Additional avionics are required when checked in section B-14 of this agreement.

   (1) RESERVED

   (2) RESERVED

   (3) RESERVED

   (4) RESERVED

   (5) Air Tactical Aircraft
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

(i) Type 1

(A) Two VHF-AM Radios (COM 1 & COM 2)

(B) Two VHF-FM Radios (FM 1 & FM 2)

(C) One Auxiliary FM system (AUX FM)

(D) An Intercom System (ICS)

(E) Separate Audio Control systems for the PIC and SIC/observer

(F) Audio jacks with ICS and radio transmit capability in the rear seat connected to the SIC/observer Audio Control system. An Aft Audio Control system for this position is acceptable.

(G) One Global Positioning System (GPS)

(H) An Emergency Locator Transmitter (ELT)

(I) An Automated Flight Following system (AFF)

(J) One Transponder

(K) One Altimeter and Automatic Pressure Altitude Reporting system

(L) Equipment and lighting for night VFR operations in accordance with 14 CFR 135.159 and 14 CFR 135.161.

(M) ADS-B Out

(ii) RESERVED

(iii) RESERVED

(iv) RESERVED

Note 1: ADS-B IN does not meet Forest Service requirements for traffic advisory or weather datalink systems.

Note 2: Supplemental Air Attack Kit installations will not elevate the aircraft’s capability beyond Type 4.

Note 3: Air Tactical aircraft must be equipped with 3 VHF-AM and 3 VHF-FM radios to accept a resource order to Region 5. If a resource order is accepted and the aircraft is rejected due to not meeting the Region 5 requirements, no daily availability or flight hours will be reimbursed.

(b) AVIONICS SPECIFICATIONS
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

All avionics used to meet this agreement must comply with the following requirements and paragraph (c) AVIONICS INSTALLATION AND MAINTENANCE STANDARDS.

(1) Communications systems

Transmitters must not open squelch on, or interfere with, other AM or FM transceivers on the aircraft which are monitoring different frequencies. Transmit interlock functions must not be used with communication transceivers.

(i) VHF-AM Radios

VHF-AM radios must be TSO approved aeronautical transceivers, permanently installed, and operate in the frequency band of 118.000 to 136.975 MHz with a minimum of 760 channels in no greater than 25 KHz increments. Transmitters must have a minimum of 5 Watts carrier output power.

(ii) VHF-FM Radios

All aircraft approved for fire operations must use P25 Digital VHF-FM transceivers meeting the specifications of FS/OAS A-19. FM radios used in all aircraft must be agency approved. FS/OAS A-19 and a list of currently approved FM radios can be found on the following website: http://www.nifc.gov/NIICD/documents.html. The following requirements must be met.

(A) VHF-FM radios must be aeronautical transceivers, permanently installed in a location that is convenient to the PIC and SIC/observer, and operate in the frequency band of 138 to 174 MHz. All usable frequencies must be programmable in flight. Narrowband and digital operation must be selectable by channel for both MAIN and GUARD operation. Carrier output power must be 6-10 Watts nominal.

(B) Transceivers must have a GUARD capability constantly monitoring 168.625 MHz and have a tone of 110.9 on all GUARD transmissions. Simultaneous monitoring of MAIN and GUARD is required. Scanning of GUARD is not acceptable. Aircraft not approved for Air Tactical operation only require one FM GUARD receiver.

(C) Transceivers must have the capability of encoding CTCSS sub audible tones on all channels. A minimum of 32 tones meeting the current TIA/EIA-603A standards must be selectable.

(D) Transceivers must have the capability to display both receiver and transmitter frequencies. Activation indicators for transmit and receive must be provided for both MAIN and GUARD operation.

(E) The radio must use an external broadband antenna covering the frequency band of 138 to 174 MHz (Comant CI-177-1 or equivalent).
SECTION C
DESCRIPTIONSPECIFICATIONS/EXHIBITS

(iii) Auxiliary FM systems (AUX FM)

An interface to properly operate a portable FM radio through the aircraft audio control systems must be provided using an MS3112E12-10S type bulkhead mounted connector with contact assignments as specified by FS/AMD A-17 available at the following website: [http://www.nifc.gov/NIICD/documents.html](http://www.nifc.gov/NIICD/documents.html). Sidetone for the portable radio must be provided (AEM AA34 or equivalent). The following applies to all AUX FM installations.

(A) An external broadband antenna covering the frequency band of 138 to 174 MHz (Comant CI-177-1 or equivalent) must be installed with the associated coax terminated in a bulkhead mounted BNC connector adjacent to the above 10 pin connector.

(B) A portable radio mount (Field Support Services AUX-EPH-RB or equivalent) must be installed providing the crew unrestricted operation of the radio controls when connected with an 18 inch adapter cable.

(C) A VHF-FM radio meeting the requirements of paragraph (b)(1)(ii) may be installed, in addition to the radios already required, in lieu of the AUX FM system.

(2) Audio Systems

(i) Intercom systems (ICS)

ICS must integrate with the aircraft audio control systems and mix with selected receiver audio. An ICS volume control and a "hot mic" capability must be provided for the PIC and SIC/observer. Passenger volume adjustments must not affect the PIC. Hot mic may be voice activated (VOX) or controlled via an activation switch. The PIC must have an isolation capability.

(ii) Audio Control systems

(A) General

Controls for transmitter selection and independent receiver selection of all required radios must be provided for each required audio control system. Each system must have the capability to simultaneously select and utilize a different transceiver (and PA if required). Sidetone must be provided for the user as well as for cross monitoring by all installed systems. Receiver audio must be automatically selected when the corresponding transmitter is selected. Receiver audio must be provided to each position which requires ICS. All required passenger positions must utilize the SIC/observer’s audio control system unless an aft audio control system is installed. Aft audio control systems are not required to provide NAV audio.
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

Audio controls must be labeled as COM-1, FM-1, AUX, PA etc... as appropriate or as COM-1, COM-2, COM-3, etc... with the corresponding transceiver labeled to match. Audio must be free of distortion, noise, or crosstalk. The system must be designed for use with 600 ohm earphones and carbon equivalent, noise cancelling, boom type microphones. All required positions must have JJ-033 and JJ-034 type microphone and headphone jacks separated by no more than 4 inches. Cockpit speakers must be sufficiently amplified for use in flight.

Crew positions must have radio Push-To-Talk (PTT) switches on their respective flight controls. A PTT switch must be provided to allow the SIC/observer to transmit without touching the flight controls.

(B) Drop Cords (when required)

1. Coil cord that extends to 6 feet nominally
2. 6-Pin MS3476L10-6P type connector on the coil cord
3. JJ-033 and JJ-034 type headset jacks at the housing
4. Large clip
5. Volume control
6. ICS switch with momentary and lock positions
7. Radio PTT switch (only for positions which require radio transmit)

(C) Aft Audio Control systems (when required)

The audio controller must be installed in a location that provides the operator directly behind the SIC/observer unobstructed access to the controls while seated. Aft passengers must utilize the aft audio control system(s).

(D) Required Audio Control systems

The following audio control systems are required based on mission type.

1. Type I and Type II Air Tactical airplanes
   (a) Two separate audio control systems (which may be combined in a single unit) for the PIC and SIC/observer.
   (b) The instructor position (directly behind the SIC/observer) must have radio transmit capability. This position must follow the SIC/observer system or have an aft audio control system.

2. Type III and Type IV Air Tactical airplanes
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

A single audio control system for the PIC and SIC/observer.

(3) Reconnaissance airplanes (when required)

A single audio control system for the PIC and SIC/observer.

(3) Navigation systems

(i) Global Positioning Systems (GPS)

(A) Aeronautical GPS

Each required GPS must be TSO approved, permanently installed where both the PIC and SIC/observer can clearly view the display, use an approved external aircraft antenna, and be powered by the aircraft electrical system. The GPS must utilize the WGS-84 datum, reference coordinates in the DM (degrees/minutes/decimal minutes) format and have the ability to manually enter waypoints in flight. The GPS navigation database must be updated annually covering the geographic areas where the aircraft will operate.

(B) Portable Aviation GPS

Portable aviation GPS units (Garmin GPSMAP, aera, or equivalent) are acceptable when an Aeronautical GPS is not specified. They must be securely mounted via an approved installation using the aircraft electrical system and a remote antenna. The GPS must present information from an overhead perspective. The PIC must have clear view of the display and unrestricted access to the controls. The SIC/observer must also have a clear view of the display in Air Tactical aircraft. The GPS must meet the above datum, coordinate, and database requirements for an aeronautical GPS. Portable GPS units are not acceptable for aircraft performing IFR or NVG operations.

(C) GPS with Moving Map

The GPS providing data to the moving map must meet all of the above GPS requirements. The moving map's display must be 3 inches wide, 1.5 inches high, and show the aircraft's present position relative to user selected waypoints and geographical features. The map may be integrated with the GPS.

(4) Surveillance systems

(i) Emergency Locator Transmitters (ELT)

Emergency locator transmitters must be certified to TSO-C126 or newer. ELTs must be automatic-fixed, installed in a conspicuous or marked location, and meet the requirements detailed in 14 CFR 91.207 (excluding section f). ELT mounts must use rigid attachments and meet the deflection requirements of RTCA/DO-204. Velcro style
mounts are not acceptable. ELT antennas must be mounted externally to the aircraft unless installed in a location approved by the aircraft manufacturer. Documentation of current registration is required from the national authority for which the aircraft is registered.

(ii) Automated Flight Following systems (AFF)

Automated flight following systems must be compatible with the government's tracking program (AFF.gov), utilize satellite communications, and use aircraft power via a dedicated circuit breaker. AFF must be functional in all phases of flight and in all geographic areas where the aircraft will operate. The following additional requirements must be met.

(A) A subscription service must be maintained through the equipment provider allowing position reporting via the Government AFF Program. The reporting interval must be every two minutes while aircraft power is on.

(B) AFF equipment must be registered with AFF.gov providing all requested information. Changes to equipment and registration information must be reported to AFF.gov ensuring the program is current prior to aircraft use. For assistance, the Fire Applications Help Desk (FAHD) may be reached at (866) 224-7677 or (616) 323-1667.

(C) An AFF operational test must be performed by the vendor no less than seven calendar days prior to the annual compliance inspection. This test must ensure that the system meets all requirements and is displayed in the AFF viewer with the correct information. A user name and password are required. Registration and additional information are available at https://www.aff.gov. If the aircraft is not displaying properly, the vendor must notify AFF.gov.

(D) If AFF becomes unreliable the aircraft may, at the discretion of the Government, remain available for service utilizing radio/voice systems for flight following. The system must be returned to full operational capability within 5 calendar days after the system is discovered to be unreliable.

(E) This clause incorporates the JSON Specification Section Supplement available at https://www.aff.gov/documents/Json_Specification_Section_Supplement.pdf as if it was presented as full text herein.

(F) For questions about current compatibility requirements contact the AFF Program Manager by emailing affadmin@firenet.gov.

(iii) Transponders
SECTION C
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Transponder systems must meet the requirements of 14 CFR 91.215(a). Part 135 aircraft must meet the “Mode S” requirements of 14 CFR 135.143(c). Transponder systems must be tested and inspected every 24 calendar months as specified by 14 CFR 91.413.

(iv) Altimeter and Automatic Pressure Altitude Reporting systems

Altimeter, static pressure, and automatic pressure altitude reporting systems must be installed and maintained in accordance with the IFR requirements of 14 CFR Part 91. These systems must be tested and inspected every 24 calendar months as specified by 14 CFR 91.411.

(v) Traffic Advisory Systems (TAS)

Traffic advisory systems must be TSO approved, use active interrogation, graphically display traffic relative to the aircraft’s horizontal position, and provide alert audio to the PICs audio control system. The display must be within view of the PIC and SIC/observer. The system must provide coverage in all directions above and below the aircraft with a maximum range of at least 10 nautical miles. The display must allow range selection of 2 miles or less, unless the 2 mile display area has a diameter of 2.75 inches or larger.

(vi) Automatic Dependent Surveillance – Broadcast Out (ADS-B OUT)

ADS-B OUT systems must be approved to TSO-C154c or TSO-C166b. Aircraft operating outside of the United States must be equipped with systems approved to TSO-C166b.

(5) General Systems

(i) Autopilots

Autopilots must be capable of operating the aircraft controls to maintain flight and maneuver it about the three axes.

(ii) RADAR Altimeters

RADAR altimeters must be approved, operate from zero to a minimum of 2000 feet AGL and provide the operator an adjustable cursor which enables an altitude low (decision height) annunciation. The altitude low annunciation must be clearly identified, and in the PIC’s primary field of view.

(iii) Multi Function Displays (MFD)

MFDs must be installed within view of the PIC and display GPS navigation information on a color moving map. TAS and weather datalink information must be displayed on the MFD when these systems are required.
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(iv) Auxiliary Power Source (3 Pin)

An MS3112E12-3S type connector must be permanently mounted in a location convenient to the SIC/observer and protected by a 10 Amp circuit breaker. Pin A must be +28 VDC in 28 Volt aircraft. Pin B must be airframe ground. Pin C must be +14 VDC in 14 Volt aircraft. Pins A and C must never be simultaneously wired to the connector. Refer to FS/OAS A-16.

(v) Supplemental Antennas

Supplemental antennas must be aeronautical broadband antennas and operate in the correct frequency band for the specified use. An approved coax, with sufficient length to connect to a unit installed between the PIC and SIC/observer plus 4 feet (minimum), must be installed and terminated with a male BNC. The following antennas or equivalents must be used.

(A) Low Band (32-50 MHz): Dayton-Granger 720061

(B) VHF-FM (138-174 MHz): Comant CI-177-1

(C) UHF 400-500 (406-512 MHz): Comant CI-275

(D) UHF 700-800 (721-898 MHz): Comant CI-285

(vi) Supplemental Radio Kit Provisions

Space and mounting provisions between the PIC and SIC/observer must be provided for the installation of a radio kit. The location must allow for connection to the aircraft systems without interfering with flight controls or occupants. JJ-033 and JJ-034 audio jacks must be installed next to the PIC and SIC/observer and interfaced to the PICs audio control system with PTT capability. The jack pairs must not be separated by more than 4 inches. An auxiliary power source must be installed (paragraph (b)(5)(iv)). A supplemental VHF-FM antenna must be installed (paragraph (b)(5)(v)).

(vii) Supplemental Air Attack Kit Provisions

Provisions for a supplemental radio kit (paragraph (b)(5)(vi)) must be provided, and a second supplemental VHF-FM antenna must be installed.

(viii) Supplemental Radio Kits

Supplemental radio kits provided with the aircraft must be securely installed between the PIC and SIC/observer, meet FAA flammability requirements, and be interfaced to the aircraft via the provisions of paragraph (b)(5)(vi). The radio kit must provide the capability for the aircraft to meet the equipment requirements of a Resource Reconnaissance Aircraft. See paragraph (a)(3).
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(ix) Supplemental Air Attack Kits

Supplemental air attack kits provided with the aircraft must be securely installed between the PIC and SIC/observer, meet FAA flammability requirements, and be interfaced to the aircraft via the provisions of paragraph (b)(v)(vii). The air attack kit must provide the capability for the aircraft to meet the equipment requirements of a Type II Air Tactical Aircraft. See paragraph (a)(5)(ii).

(x) VHF-FM Programming Ports

Programming ports must be installed in a location convenient to the SIC/observer. The vendor must have a laptop computer available with compatible programming software and the necessary adapters to load government provided frequency files into each required FM radio. Compatible radio front panel connectors are acceptable.

(xi) Dual USB Charging Ports

USB charging ports must be TSO approved, capable of providing at least 2 amps of power to each port simultaneously with an output voltage of 5 VDC and installed in a location convenient to the specified users.

(xii) Portable Electronic Device (PED) Tolerance

(A) The aircraft must be certified as tolerant to portable electronic devices (PEDs), including transmitting PEDs, in accordance with RTCA/DO-307 for all phases of flight. This must be accomplished via an STC equivalent to Liberty Partners STC11071SC with configuration LP-S001-B03 and include approval for wireless intercom adapters. An appropriate supplement must be incorporated into the aircraft flight manual.

(B) The contractor must have documented procedures and training to clearly address:

- PEDs approved for use on board the aircraft
- Situations when approved PEDs can and cannot be used
- How and when PEDs must be secured or stowed
- PED modes of operation that can and cannot be used
- How and when to inform passengers of the contractor’s PED policies and procedures
- How to manage scenarios such as suspected or confirmed electromagnetic interference, PED unit or battery smoke or fire, or other scenarios

(c) AVIONICS INSTALLATION AND MAINTENANCE STANDARDS

All avionics used to meet this agreement must comply with the manufacturer’s specifications and installation instructions, federal regulations, and the following requirements.
SECTION C
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(1) There must be no interference with required systems from any equipment installed in or carried on the aircraft.

(2) Strict adherence to the guidelines in FAA AC 43.13-1B Chapter 11 “Aircraft Electrical Systems” and Chapter 12 “Aircraft Avionics Systems” as well as FAA AC 43.13-2B Chapter 1 “Structural Data”, Chapter 2 “Communication, Navigation and Emergency Locator Transmitter System Installations” and Chapter 3 “Antenna Installation” is required.

(3) All antennas must be FAA approved, have a Voltage Standing Wave Ratio (VSWR) less than 3.0 to 1 and be properly matched and polarized to their associated avionics system. Repairs to antennas and cracks exposing the antenna housing or element are not acceptable.

(4) Labeling and marking of all avionics controls and equipment must be understandable, legible, and permanent. Electronic label marking is acceptable.

(5) Avionics installations must not interfere with passenger safety, space or comfort. Avionics equipment must not be mounted under seats designed for energy attenuation. In all instances, the designated areas for collapse must be protected.

(6) All avionics equipment must be included on the aircraft’s equipment list by model, nomenclature, weight, and arm.

(7) Avionics systems must meet the performance specifications of FS/OAS A-24 Avionics Operational Test Standards.


C-9  RESERVED

C-10  OPERATIONS

(a) General

(1) The Contractor shall operate in accordance with all applicable portions of 14 CFR 39, 43, 61, 65, 91, 135 (including those portions applicable to civil aircraft) and each certification required under this contract unless otherwise authorized by the CO.

(2) A Government Representative, Aviation Manager or Flight Manager may inspect the Pilot’s Interagency Airplane Pilot Qualification Card for currency before any flight. The Flight Manager has mission control and can delay, terminate, or cancel a flight at any time.

(b) Pilot Authority and Responsibilities
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(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 contract 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 and completing the weight and balance document for all flights and for assuring that the gross weight and center of gravity do not exceed the aircraft's limitations. A Government Representative, Aviation Manager or Flight Manager may inspect the weight and balance upon request.

(3) The pilot is responsible for calculating aircraft performance in accordance with the Aircraft Flight Manual (AFM) or Pilots Operating Handbook (POH).

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

   (i) Takeoff and landing distance required vs. runway available.

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

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

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

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

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

(7) The pilot shall not permit any passenger in the aircraft or any cargo to be loaded therein unless authorized by the CO, COR, or assigned ATGS.

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

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

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

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

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

(11) Night Flying/Operations. Only multi-engine aircraft or single engine turbine aircraft are approved for transporting passengers and/or cargo at night. Pilots flying night missions shall not land at an airport unless it meets Federal Aviation Administration (FAA) airport lighting standards. For pilot night currency requirements see section C-11 (h).

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

   (ii) Compliance with 14 CFR (FAR Part 61 and Part 91) shall be met before single engine turbine aircraft flights at night are authorized.

(12) Passenger Briefing. Before each flight, the PIC shall ensure that all passengers have been briefed in accordance with the briefing items contained in 14 CFR 135 including (as applicable):

   (i) Use of seat belts and/or shoulder harness

   (ii) Ingress/Egress procedures

   (iii) Emergency Locator Transmitter (ELT)

   (iv) Oxygen system

   (v) No smoking within 50 feet of the aircraft

   (vi) First Aid Kit

   (vii) Survival Kit

   (viii) Personal Protective Equipment

   (ix) Location and use of Fire Extinguisher

   (x) Takeoff and climb performance

   (xi) Emergency fuel and electrical Cut-Off Procedures
SECTION C
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(xii) Any MEL items not addressed with time remaining before correction

(xiii) Pilot Duty Limitations

(xiv) Hours until next scheduled maintenance

Note: Pilots shall refer to Five Steps to a Safe Flight card (FS 5700-16/AMD-103)

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

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

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

(16) Transportation of Hazardous Material (HazMat)

(i) Aircraft may be required to carry hazardous materials in accordance with 49
CFR. Such transportation shall be in accordance with DOT Special Permit and
(NFES 1068).

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

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

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

(v) 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.

(17) Pilots shall remain with aircraft during fueling and witness that it is properly fueled
with ordered quantity and fuel type.
C-11 PERSONNEL

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

For a pilot who has not been previously inspected and approved for the missions required by this contract, by the DOI-OAS or USDA, Forest Service, the Contractor’s Director of Operations/Chief Pilot shall provide a signed statement that they have verified the pilot’s flight time qualifications and experience. The Contractor shall use Airplane Pilot Qualifications Record (Exhibit 3) to document this verification. The completion of this form will be required prior to pilot inspection.

(a) Flight Hours Experience

<table>
<thead>
<tr>
<th>All Airplanes</th>
<th>Flying hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total time</td>
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</tr>
<tr>
<td>Pilot-in-Command total</td>
<td>1200</td>
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<tr>
<td>Pilot-in-Command, as follows:</td>
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</tr>
<tr>
<td>Category and class to be flown</td>
<td>200</td>
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<td>100</td>
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<tr>
<td>Cross Country</td>
<td>500</td>
</tr>
<tr>
<td>Operations in low level mountainous terrain*</td>
<td>200</td>
</tr>
<tr>
<td>Night</td>
<td>100</td>
</tr>
<tr>
<td>Instrument – in flight</td>
<td>50</td>
</tr>
<tr>
<td>Instrument – actual/simulated</td>
<td>75</td>
</tr>
<tr>
<td>Make &amp; Model to be flown</td>
<td>25</td>
</tr>
<tr>
<td>Make &amp; Model - preceding 12 months</td>
<td>10</td>
</tr>
</tbody>
</table>

*Low level operations in mountainous terrain is flight at 2500 feet AGL and below in terrain identified as mountainous in 14 CFR 95.11 and depicted in the Aeronautical Information Manual (AIM) Figure 5-6-2.

(b) Each PIC shall pass a DOI-OAS or USDA, Forest Service evaluation flight of missions required by this contract. Evaluation flights shall not exceed two (2) hours and will be given by an Agency Pilot Inspector with recurrent evaluation flights not to exceed a five (5) year interval. Inspector Pilot or Branch Chief, Pilot Standardization may require additional evaluation flights in coordination with the CO. Evaluation flight costs shall be borne by the contractor.

(c) Evaluation flights for operations in mountainous terrain shall be performed in typical terrain.

(d) The PIC shall be capable of performing basic programming functions and operations of Contractor installed aircraft avionics. This includes the ability to enter and utilize newly assigned frequencies and tones by selected channel both on the ground and in-flight positions. The PIC shall be able to instruct the Agency observer in how to perform basic programming and operation of VHF-AM and VHF-FM radios, and GPS.
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(e) All Pilots shall possess a current Class I or Class II FAA medical certificate.

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

(g) All Pilots shall speak English fluently and have the FAA "English Proficient" endorsement.

(h) Pilots shall maintain night currency as described in 14 CFR 135.247 (a) (2).

C-12 CONDUCT AND REPLACEMENT OF PERSONNEL

All services provided under this contract shall be performed in a safe and efficient manner. Contractors shall use all reasonable means to support safety awareness and adherence to established FAA standards and procedures as well as adherence to the USFS Aviation Management 5700 Manual by all personnel engaged in aviation operations. The USFS Aviation Management 5700 Manual can be obtained at the following internet address under Fire Publications https://www.fs.fed.us/managing-land/fire. Contract personnel shall conduct themselves in a professional and cooperative manner in fulfilling this contract. It is extremely important that inappropriate behavior be recognized and dealt with promptly.

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

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

(c) Personnel who perform ineffectively, refuse to cooperate in fulfillment of the contract 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.

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

C-13 SUSPENSION AND REVOCATION OF PERSONNEL

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

(b) Upon involvement in an Aircraft Accident or NTSB Reportable Incident (see 49 CFR Part 830), a Pilot operating under this contract shall be suspended from performing Pilot duties under this
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contract 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 contract may be suspended from performing Pilot duties under this contract and any other activity authorized under the Interagency Pilot Qualification Card(s) issued to the Pilot pending the incident investigation outcome.

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

(1) The investigation findings and decision indicate no further suspension is required and the Interagency Pilot Qualification Card(s) is returned to the Pilot.

OR

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

C-14 SUBSTITUTION/REPLACEMENT OR ADDITION OF AIRCRAFT

If an aircraft is due scheduled maintenance or requires maintenance to correct any deficiencies to the aircraft, the Contractor may substitute or replace the aircraft with an approved (carded) aircraft equal to or greater than the awarded performance at no cost to the government to include positioning of replacement aircraft. Flight time, availability or standby shall not be paid to facilitate replacements or substitutions. The Contractor is required to give three (3) day notice for substitution of aircraft for required maintenance, other substitutions or replacement request will be on a case-by-case basis. All requests for substitutions or replacements shall be coordinated with an Aviation Maintenance Inspector and the Contracting Officer. Final approval must be obtained and documented from the CO on all substitutions and replacements. Once approval is obtained the contractor shall notify the ordering dispatch office of the substitution or replacement.

C-15 RELIEF PILOT

The Contractor shall furnish a current and qualified relief pilot to meet the days off requirements in accordance with the ‘Flight Hour and Duty Limitations’ clause.

To mitigate 6/36 flight hour and duty limitations the CO/COR/ATGS may order an additional pilot. When additional pilots are ordered the Contractor will be reimbursed for approved transportation costs and RON per the FTRs and the rate specified in B-2 "Optional Pilot" “Fixed Daily Rate” will be added as "other charges" on the ABS invoice.

C-16 FLIGHT HOUR AND DUTY LIMITATIONS

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

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

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

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

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

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

(f) During any 14 consecutive day period, flight crewmembers shall be off-duty for two (2), 24-hour periods from the time of last duty. The 24 hour off-duty periods need not be consecutive.

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

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

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

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

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

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

Mechanic Duty Limitations. The contractor shall be responsible to ensure maintenance personnel and providers meet the following duty limitations and make records of duty times for any maintenance personnel performing inspections or maintenance available to the government upon request.
SECTION C
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(1) Within any 24-hour period, maintenance personnel shall have a minimum of eight (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 shall 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.

(2) Mechanics shall have two (2), 24-hour time periods off duty during any 14-day period.

(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.

C-17 ACCIDENT PREVENTION AND SAFETY

(a) The Contractor shall furnish the COR with a copy of all reports required to be submitted to the FAA in accordance with 14 CFR that relate to pilot and maintenance personnel performance, aircraft airworthiness or operations. The Contractor will submit an FAA Form 8010-4, Malfunction or Defect Report, or file electronically in the FAA's Service Difficulty Reporting (SDR) system any maintenance deficiency identified in 14 CFR Part 21.3(c), 135.415, 135.417 or as requested by the government for what it considers a significant discrepancy.

(b) Following the occurrence of a mishap, the CO or designated representative will evaluate whether noncompliance or violation of provisions of the contract have occurred.

(c) The Contractor shall develop, maintain and utilize a Safety Management System (SMS) 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 contract. When the CO, in conjunction with the agency Aviation Safety Manager determines the safety programs do not adequately promote the safety of operations, the Government may terminate the contract for cause as provided in the “Contract Terms and Conditions” when factors indicate a lack of compliance. Examples of such termination causal factors are (1) personnel activities, (2) maintenance, (3) safety and risk management, and (4) compliance with regulations.

(d) The Contractor shall fully cooperate with the CO in the fulfillment of this paragraph. The CO may suspend performance of this contract work, during the evaluation period used to determine cause as stated above. Upon request of the government, the contractor will provide copies of pertinent records and data (CVR, FDR, OLMS, etc.).

(e) The Aviation Safety Communiqué (SAFECON) database fulfills the Aviation Mishap Information System (AMIS) requirements for aviation mishap reporting for the US Forest Service and the Department of Interior agencies. Categories of reports include incidents, hazards, maintenance, and airspace. The system uses the SAFECON form to report any condition, observation, act, maintenance problem, or circumstance with personnel or the aircraft that has the potential to cause an aviation-related mishap. Contractors are to use this system to report while on contract to the USFS.
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(f) The SAFECOM system is not intended for initiating punitive or disciplinary actions and is not to be used for claims or contract evaluation/determination purposes. The goal of the SAFECOM system is to create a reporting culture that encourages open and honest reporting that improves the safety of aviation operations. SAFECOMs should be utilized in tailgate safety sessions, after action reviews, and briefings only after they have been properly managed through the system.

Submitting a SAFECOM is not a substitute for “on-the-spot” correction(s) to a safety concern. It is imperative that safety issues be addressed at the local level as well as being documented in a SAFECOM. SAFECOM managers at all levels may have additional corrective actions and input.

(g) SAFECOM managers at all levels are responsible for protecting personal data and sanitizing SAFECOMs prior to any distribution and/or posting to the public. The SAFECOM system contains Personal Identifiable Information (PII) which is subject to the Privacy Act of 1974, 5 U.S.C. § 552a that must be protected and safeguarded. In the event of an accident, NTSB law 49 CFR 831.11 and 831.13 which respectively, specify certain criteria for participation in NTSB investigations and limitations on the dissemination of investigation information applies.

(h) In order for SAFECOM’s to be effective as an accident prevention tool, they must be reported as soon as possible to the agency with operational control of the aircraft at the time of the event. SAFECOMs can be submitted online at https://www.safecom.gov/ or via phone at 888-464-7427. Hard copies of the OAS-34/FS-5700-14 form can be faxed to OAS at 208-433-5007; USFS at 208-387-5735 or submitted through the Unit/Forest Aviation Officer.

(i) Contractors Stand-Down or Deactivation

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

(2) The Contractor shall also notify the Contracting Officer by telephone, followed up with a written notification (email or letter) to the Contracting Officer of the planned reactivation date for each of the effected aircraft. The Contractor’s verbal and written notifications shall include the tail number(s) of all of the reactivated aircraft, the rationale/corrective action plan (if applicable), and the date(s) of the reactivation(s).

Note: Once a Contracting Officer has been officially notified of a Contractor implemented stand-down and/or deactivation, the Contracting Officer shall notify the appropriate Government officials accordingly.

C-18 MISHAPS

(a) Reporting

(1) While operating under this contract the Contractor must immediately, and by the most expeditious means available, notify the NTSB AND the appropriate agency
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Aviation Safety Manager (ASM) when an "Aircraft Accident" or NTSB reportable "Incident" occurs.

(2) The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is: 1-888-4MISHAP (1-888-464-7427)

(b) Forms Submission

Following an "Aircraft Accident" or when requested by the NTSB following notification of a reportable "Incident," the Contractor must provide the agency Air Safety Investigator with information necessary to complete a NTSB Form 6120.1/2 "Pilot/Operator Aircraft Accident Report".

(c) Wreckage Preservation

(1) The Contractor shall not permit removal or alteration of the aircraft, aircraft equipment, including fuel servicing vehicles (fuel samples), support trailers/vehicles and equipment or records following an "Aircraft Mishap" 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. Upon request of the government, the contractor will provide copies of pertinent records and data (CVR, FDR, OILMS, etc.) following a mishap.

(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 contract. Further, the Contractor fully agrees to cooperate with the USFS during an investigation and make available personnel, personnel records, aircraft records, and any equipment, damaged or undamaged, deemed necessary by the USFS. Following a mishap, the Contractor shall ensure that personnel (Pilot, mechanics, etc.) associated with the aircraft will remain in the vicinity of the mishap until released by the CO.

(e) Related Costs

The NTSB or USFS 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-contract availability, and return transportation of any items disassembled by the USFS.

(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.
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C-19 PERSONAL PROTECTIVE EQUIPMENT (PPE)

The minimum PPE for mission flights above 500 feet AGL shall consist of:

- Leather or Nomex® shoes or boots
- Full length cotton or Nomex® pants or flight suit. The pants or flight suit shall overlap shoes or boots when seated.
- Cotton or Nomex® shirt. Long Sleeves are recommended.

The Contractor's personnel may be required to wear additional or supplemental personal protective equipment when such equipment is mandated and provided by the local user unit's policy.

C-20 INSPECTION AND ACCEPTANCE

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

(a) Pre-Use Inspection of Equipment and Personnel

(1) After award and any renewal, an inspection of the Contractor's equipment and personnel shall be made. Inspections will be performed during normal Government working hours at the host base location listed in Section B-1.

(2) The aircraft and Pilot(s) will be made available for inspection as scheduled by the government.

(3) At the scheduled inspection, the Contractor shall provide a complete listing of all FAA ADs and Manufacturer's Mandatory Service Bulletins (MSBs) applicable to the make, model, and series of aircraft being offered. Documentation of compliance to each AD and MSB will include date and method of compliance, date of recurring compliance, and an authorized signature and certificate number will be recorded. The list shall be similar to that shown in AC 43-9, as amended.

(4) All components or items installed in the offered aircraft that are subject to specified time basis or schedule (time/calendar life) for inspection, overhaul, or replacement shall be listed and made available to the Government at time of inspection. The list shall include component name, serial number, service life or inspection/overhaul time, total time since major inspection, overhaul, or replacement and hours/cycles calendar time remaining before required inspection, overhaul, or replacement. The list shall be similar to that shown in AC 43-9, as amended.

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

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

(i) Certificates/Contract
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(A) Copy of 14 CFR 135 Operations Specifications (as applicable).

(B) Complete copy of the contract, including modifications with each aircraft.

(ii) Pilot(s)

(A) Completed Airplane Pilot Qualifications and Approval Record Form (FS-5700-20) and Pilot log books.

(B) FAA Pilot certificates.

(C) Current FAA Pilot medical certificate.

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

(E) The Contractor shall ensure that each Pilot reviews the contract and receives a briefing from a Forest Service/OAS Pilot Inspector and signs the USDA Forest Service Aviation Operations Briefing: Fire Pre-Season Operations Guide for Fixed-Wing Pilots and Aircraft.

(F) Current signed briefings shall be in receipt of the CO prior to operating under the contract and annually thereafter. Signed briefings will be maintained with the pilot approval records.

(iii) Equipment

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

(B) Aircraft maintenance records.

(C) A&P Mechanic available.

(D) Additional Equipment as offered.

C-21 PRE-USE INSPECTION EXPENSES

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

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

(c) Documented discrepancies on the initial inspection shall be corrected within thirty (30) days of inspection unless coordinated with the appropriate Regional Maintenance Inspector. Failure to correct discrepancies within thirty (30) days will result in a complete aircraft re-inspection.
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The subsequent re-inspection costs shall be borne by the Contractor. Re-inspection will take place at a location determined by the Contracting Officer.

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 contract period, the CO may require inspections/tests as deemed necessary to determine that the Contractor’s equipment and/or personnel currently meet specifications. Government costs incurred during these inspections will not be charged to the Contractor.

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

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

C-24 RESERVED

C-25 MANDATORY AVAILABILITY PERIOD (MAP) INCLUDING EXTENDED AND OPTIONAL USE

(a) MAP will begin on the date stipulated in the Schedule of Items unless:

1. The Government fails to award the contract at least ten (10) days prior to the established start date

   OR

2. By mutual consent, a new starting date is established. When a new starting date is established, the number of net days in the availability period will remain the same.

(b) During the MAP and any extensions thereof, availability is required 14 hours each day beginning at start of morning civil twilight unless otherwise specified by the Contracting Officer. Contracts requiring night capability require 24 hours per day availability.

(c) Pre/Post MAP. When a break in service occurs, outside of the MAP or extended use, the aircraft may be hired under the Optional Use Period clause. (Payment will be in accordance with C-32, Payment for Service in the Optional Use Period.) Availability begins when the aircraft departs from point of hire.
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C-26  DAILY AVAILABILITY REQUIREMENTS

(a) **Equipment.** The aircraft 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) Aircraft on an FAA Approved Aircraft Maintenance Programs (for example, 100 hour Inspections, phase or progressive type inspection), and after having flown 100 or more hours following the start of the Mandatory Availability Period, the Contractor may perform scheduled inspection or maintenance without loss of availability per the requirements in (i) thru (iii) below. From that time, after every subsequent 100 hours of flight (±10%), scheduled inspections or maintenance may be performed without loss of availability per the requirements in (i) thru (iii) below.

(2) When the inspection is due and the aircraft and flight crew have been released for the day, the Contractor will be allowed to perform this scheduled inspection and/or maintenance, up to the end of the following calendar day, without assessment of unavailability.

(3) When the aircraft is available for service, it is the Contractor’s responsibility to ensure that the flight crew is also available. If the flight crew is not available when the aircraft is returned to service, unavailability will be assessed from that time until such time that they do become available. If the entire calendar day is not used to perform maintenance, no credit of that unused time shall be granted.

(4) During the MAP, the Contractor may, with the approval of the CO, elect to use two (2) additional non-paid calendar days for the accomplishment of scheduled maintenance.

(5) These two (2) days need not be consecutive; however they will each be full calendar days. Contractor shall request approval from the CO at least 48 hours prior to the initiation of the additional scheduled maintenance days. Contractor will not be assessed unavailability for performance purposes and will not be paid availability.

(6) Inclement weather conditions: The Pilot in Command (PIC) is the final authority for the safety and security of the aircraft. When inclement weather may be a concern, both Pilot and ATGS/COR must develop a contingency plan to identify potential relocation destination(s) that will afford the best protection for the aircraft. Once agreed upon by both manager and pilot, the request to re-position or release the aircraft must be approved by aviation management staff (example: ATGS, 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 nine (9) consecutive hours regardless of the payment status of the aircraft. During the Standby period, with the exception of the first 30 minute period to accommodate preflight, the personnel/aircraft shall be able to respond to a dispatch within 15 minutes unless an alternate response time is established by the CO.
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(2) Extended Standby: (that period over nine (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 aircraft, nor is it paid while crew is traveling to or 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 the aircraft 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 aircraft.

(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 one (1) hour to return to standby status after the contact attempt is made. Failure to return to work within one (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.

(5) Additional maintenance days for scheduled maintenance. During the MAP, contractor may, with the approval of the CO, elect to use two (2) additional non-paid calendar days for the accomplishment of scheduled maintenance. These two (2) days need not be consecutive; however they will each be full calendar days. Contractor shall request approval from the CO at least 48 hours prior to the initiation of the additional scheduled maintenance days. Contractor will not be assessed unavailability for performance purposes paragraph C-27 (a).

C-27 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 Contract. 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 contract when the conditions in C-16 Flight and Duty Limitations occur.

(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 (2) 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
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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-28 PAYMENT PROCEDURES

(a) 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.

(b) 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 half of the month will be processed about the 1st of the following month.

Go to https://www.fs.fed.us/business/abs “Getting Started” for instructions and more information.

(c) Upon completion of the Availability Period or any extension thereof, final payment will not be made until all Government-furnished property has been returned and a Contract Release form (as applicable) has been completed. The final Flight Use Invoice payment will be accompanied by the completed Contract Release and Transfer of Property.

C-29 PAYMENT FOR FLIGHT

Flight Time Measurement

(a) Payment for flight time will be made only when flight is properly ordered by designated personnel. Payment will be made based upon the applicable rate specified in the Schedule of Items.

(b) Flight time will be paid “block to block”. Flight time will begin when aircraft starts its roll from the parking area on an ordered flight and ends when aircraft has taxied to parking, refueling, or warm-up operations areas and has stopped. Flight time consists of a clock time duration not to exceed the time the aircraft leaves the “blocks” with the intention of an ordered flight to its return to the blocks.

(c) Flight (ferry) time of aircraft to an alternate location will be paid at the flight rate specified in the Schedule of Items.

(d) Payment will not be made for flights or fuel for the benefit of the Contractor such as maintenance tests flights, ferrying to and from maintenance facilities, required flight following engine change, or transportation of Contractor’s support personnel.
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C-30 PAYMENT FOR AVAILABILITY

(a) Payment of availability will be made at the applicable daily rate in the Schedule of Items and will be recorded in ABS as appropriate.

(b) The Government will pay daily availability as specified in this section. The maximum amount of availability to be earned per day is the daily availability offered.

(c) Availability for the aircraft (maximum 14 hours-single crew) will be ordered, measured, and recorded each day.

C-31 PAYMENT FOR EXTENDED STANDBY

(a) Extended Standby (that period over the first, nine (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/COR and performed by the Contractor when the crew meets the Standby requirement in accordance with Section C-26, Daily Availability Requirements.

(b) Extended Standby is not applicable on days when mobilization or demobilization is paid.

(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/COR.

(d) Extended Standby is applicable to Alaska assignments.

C-32 PAYMENT FOR SERVICE IN THE OPTIONAL-USE PERIOD

(a) Daily Availability Rate plus Specified Flight Rate Method

(1) The Contractor will be paid for availability and flight in accordance with C-29, Payment for Flight and C-30, Payment for Availability.

(2) Unavailability will be deducted in accordance with C-27, Unavailability.

(3) Any additional payments will be made in accordance with C-40, Miscellaneous Costs to the Contractor.

C-33 RESERVED

C-34 REIMBURSEMENT FOR MOBILIZATION AND DEMOBILIZATION COSTS

The Contractor is responsible for all mobilization and demobilization costs to the host base in the schedule of bid items and from this same base location. When the initial dispatch is to an alternate base, the Government shall be entitled to the equivalent of one (1) round trip at no cost from the Contractor’s home base to the host base and return from the alternate base.
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C-35 CONTRACTOR STAND-DOWN OR DEACTIVATION

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

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

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

C-36 PAYMENT FOR SUBSTITUTE/REPLACEMENT AIRCRAFT

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-37 FOOD AND DRINK

During days of high incident activity when the Government deems it necessary to provide food and drink refreshments to flight crews for sustained operations, the Government will furnish such items at Government expense.

C-38 RESERVED

C-39 PAYMENT FOR OVERNIGHT ALLOWANCE

The Contractor shall receive an overnight allowance for each Pilot for each night that the Government requests the Pilot to stay at a location other than the host base. The Government will pay the Contractor the actual cost of lodging up to the current standard maximum rate that is allowed (or high rate, if applicable) as established by the Federal Travel Regulations (FTR). Rates are available at: https://www.gsa.gov/travel/plan-book/per-diem-rates.

(a) Overnight allowance will not be paid when the aircraft is assigned to its host base listed in the Bid Items.
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(b) If partial overnight allowance is provided by the Government, the Contractor will be reimbursed at current FTR rates for the portion that is Contractor provided.

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

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

(e) The Flight Use Report shall clearly show the county or city where the overnight occurred. High rate claims for subsistence that do not include this information will be reduced to the standard rate.

(f) In the event that FTR rate(s) are not available, the CO/COR shall be notified and the Flight Use Report documented accordingly.

(g) Itemized receipts must support claims for reimbursement and must be kept on file by the Contractor. Copies of receipts shall be provided to the Government upon request.

C-40 MISCELLANEOUS COSTS TO THE CONTRACTOR

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

C-41 RESERVED

C-42 COMMERCIAL FILMING AND VIDEOTAPING

(a) In accordance with 36 C.F.R. Part 251 and U.S. Forest Service Manuals 1600 and 2700 all commercial filming or videotaping (e.g., filming for feature films, reality shows, documentaries, television specials, etc.) on National Forest System lands requires the filming entity to apply for, and obtain, a special use authorization prior to the start of any filming, or associated activities, on National Forest System lands. This requirement is applicable to filming directly by Contractors and is also applicable to filming of Contractors of the U.S. Forest Service while on National Forest System lands.

(b) Any filming, or associated activities, occurring on National Forest System lands pursuant to a properly acquired special use authorization may be limited or prohibited during a fire fighting or incident support situation at the discretion of the Incident Commander or applicable Government authority.
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(c) All contractually required recorded data, and images and voice data collected or stored from radios, sensors, phones, cameras or other audio and image recording devices are the property of the of the USDA Forest Service while on contract.

(d) This will include but not be limited to, Additional Telemetry Units, Automated Flight Following, and Operational Loads Monitoring data and data collected or stored from EO/IR sensors, any cameras, radios or other audio and video recording devices owned by the Contractor, Contractor representatives or the Forest Service. Use of the audio and image data outside of the scope of the contract is prohibited unless authorized in writing by the Contracting Officer.

C-43 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Equipped Weight. Equipped weight equals the Empty Weight (as listed in the Weight and Balance Data) plus the weight of lubricants and onboard equipment required by the contract (e.g., survival kit).

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

Extended Use. Period of use extending the Mandatory Availability Period (MAP) without a break in availability/use period.

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


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

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

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

Flight Manager. Designated Government Representative for all passengers on a flight.
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Fully Operational. Aircraft, Pilot(s), other personnel, repairs, operating supplies, service facilities, and incidentals necessary for the safe operation of the aircraft both on the ground and in the air.

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

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

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

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

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

Host Base. The air attack base that the aircraft primarily based at during the mandatory availability period. See schedule of Bid Items for home base locations.

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

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


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

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

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

Maintenance Deficiency. An equipment defect or failure which affects or could affect the safety of operations, or that causes an interruption to the services being performed.
SECTION C
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Maximum Certificated Gross Weight: Maximum certificated gross weight is the absolute maximum allowable weight (crew, passengers, fuel, oil, fluids, cargo, and special equipment) as established by the manufacturer and approved by the Federal Aviation Administration.

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

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

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

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

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

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

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

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

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

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

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

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

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

Portable Electronic Device: Any kind of electronic device, typically but not limited to consumer electronics, brought on board the aircraft that is not permanently installed and part of the
SECTION C  
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approved aircraft configuration. Electrical energy can be provided from internal sources, such as batteries, an aircraft power source or both. This includes transmitting PEDs (T-PEDs).

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

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

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 https://www.safecom.gov/.

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

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

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

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

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

## C-44 ABBREVIATIONS

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A&amp;P</td>
<td>Airframe &amp; Powerplant (Mechanic)</td>
</tr>
<tr>
<td>ABS</td>
<td>Aviation Business Systems</td>
</tr>
<tr>
<td>AC</td>
<td>Advisory Circular</td>
</tr>
<tr>
<td>ACCO</td>
<td>Air Carrier/Commercial Operator</td>
</tr>
<tr>
<td>AD</td>
<td>Airworthiness Directive</td>
</tr>
<tr>
<td>ADS-B</td>
<td>Automatic Dependent Surveillance-Broadcast</td>
</tr>
<tr>
<td>AFF</td>
<td>Automated Flight Following</td>
</tr>
<tr>
<td>AMI</td>
<td>Aviation Maintenance Inspector</td>
</tr>
<tr>
<td>ASP</td>
<td>Aviation Safety Plan</td>
</tr>
<tr>
<td>ATC</td>
<td>Air Traffic Control</td>
</tr>
<tr>
<td>ATGS</td>
<td>Air Tactical Group Supervisor (a.k.a. “Air Attack”)</td>
</tr>
<tr>
<td>BOA</td>
<td>Basic Ordering Agreement</td>
</tr>
<tr>
<td>CAB</td>
<td>Civil Aeronautics Board</td>
</tr>
<tr>
<td>CG</td>
<td>Center of Gravity</td>
</tr>
<tr>
<td>CO</td>
<td>Contracting Officer</td>
</tr>
<tr>
<td>CFR</td>
<td>Code of Federal Regulations</td>
</tr>
<tr>
<td>COR</td>
<td>Contracting Officer’s Representative</td>
</tr>
<tr>
<td>CWN</td>
<td>Call-when-Needed (Agreement)</td>
</tr>
<tr>
<td>DOI</td>
<td>Department of the Interior</td>
</tr>
<tr>
<td>DOT</td>
<td>Department of Transportation</td>
</tr>
<tr>
<td>ELT</td>
<td>Emergency Locator Transmitter</td>
</tr>
<tr>
<td>EPA</td>
<td>Environmental Protection Agency</td>
</tr>
<tr>
<td>ETA</td>
<td>Estimated Time of Arrival</td>
</tr>
<tr>
<td>FAA</td>
<td>Federal Aviation Administration</td>
</tr>
<tr>
<td>FAO</td>
<td>Forest Aviation Officer</td>
</tr>
<tr>
<td>FAR</td>
<td>Federal Acquisition Regulations</td>
</tr>
<tr>
<td>FHP</td>
<td>Forest Health Protection</td>
</tr>
<tr>
<td>FPMR</td>
<td>Federal Property Management Regulations</td>
</tr>
<tr>
<td>FS</td>
<td>Forest Service</td>
</tr>
<tr>
<td>FSS</td>
<td>Flight Service Station</td>
</tr>
<tr>
<td>GACC</td>
<td>Geographic Area Coordination Center</td>
</tr>
<tr>
<td>GPM</td>
<td>Gallons-Per-Minute</td>
</tr>
<tr>
<td>GPS</td>
<td>Global Positioning System</td>
</tr>
<tr>
<td>ICAO</td>
<td>International Civil Aviation Organization</td>
</tr>
<tr>
<td>IFR</td>
<td>Instrument Flight Rules</td>
</tr>
<tr>
<td>IMC</td>
<td>Instrument Meteorological Conditions</td>
</tr>
<tr>
<td>ISA</td>
<td>International Standard Atmosphere</td>
</tr>
<tr>
<td>M&amp;IE</td>
<td>Meals and Incidental Expenses</td>
</tr>
<tr>
<td>MEL</td>
<td>Minimum Equipment List</td>
</tr>
<tr>
<td>MSL</td>
<td>Mean Sea Level</td>
</tr>
<tr>
<td>NTSB</td>
<td>National Transportation Safety Board</td>
</tr>
<tr>
<td>NOTAM</td>
<td>Notice to Airmen</td>
</tr>
<tr>
<td>PA</td>
<td>Public Address System</td>
</tr>
<tr>
<td>PASP</td>
<td>Project Aviation Safety Plan</td>
</tr>
<tr>
<td>PED</td>
<td>Portable Electronic Device</td>
</tr>
<tr>
<td>PIC</td>
<td>Pilot-in-Command</td>
</tr>
<tr>
<td>PPE</td>
<td>Personal Protective Equipment</td>
</tr>
<tr>
<td>PTT</td>
<td>Push-To-Talk</td>
</tr>
</tbody>
</table>
### SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>RAO</td>
<td>Regional Aviation Officer</td>
</tr>
<tr>
<td>RASM</td>
<td>Regional Aviation Safety Manager</td>
</tr>
<tr>
<td>RON</td>
<td>Remain-Over-Night</td>
</tr>
<tr>
<td>SIC</td>
<td>Second-in-Command/Co-Pilot</td>
</tr>
<tr>
<td>STC</td>
<td>Supplemental Type Certificate</td>
</tr>
<tr>
<td>TAS</td>
<td>Traffic Advisory System</td>
</tr>
<tr>
<td>TBO</td>
<td>Time Between Overhaul</td>
</tr>
<tr>
<td>TCAS</td>
<td>Traffic Collision Avoidance System</td>
</tr>
<tr>
<td>TSO</td>
<td>Technical Standard Order</td>
</tr>
<tr>
<td>TFR</td>
<td>Temporary Flight Restriction</td>
</tr>
<tr>
<td>USDA-FS</td>
<td>United States Department of Agriculture-Forest Service</td>
</tr>
<tr>
<td>VFR</td>
<td>Visual Flight Rules</td>
</tr>
<tr>
<td>VNE</td>
<td>Velocity Never Exceed</td>
</tr>
<tr>
<td>VSO</td>
<td>Stall Speed in a landing configuration</td>
</tr>
<tr>
<td>VSWR</td>
<td>Voltage Standing Wave Ratio</td>
</tr>
</tbody>
</table>
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 1 - PUBLIC AIRCRAFT OPERATIONS DECLARATION

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

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

Civil Operator: Name your Certificates are Held Under

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

Name of Aircraft Owner: Name on Aircraft Registration

Aircraft Registration Number(s): N Number(s) of Aircraft on Contract

Contract Number: 1204H1XXXXXXX

Contract Type and Service: Exclusive Use Light Fixed Wing Services

Date of Contract: Contract Award Date

Date of Proposed First Flight as a PAO: Effective Date of Contract

Date PAO Declaration Expires: This date should be the final day of the contract period of performance – including the base period of the contract plus all possible option years.

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

Acquisition Management Official: Kevin Toombs, Contracting Officer, kevin.toombs@usda.gov or 541-419-7039.

Government Official Making PAO Flight Determinations: Jeff Power, Assistant Director of Aviation, jeff.power@usda.gov or 202-205-1410.

Please contact Jeff Power, Assistant Director of Aviation at jeff.power@usda.gov or 202-205-1410 with comments or questions regarding the PAO declaration.
**SECTION C**
**DESCRIPTION/SPECIFICATIONS/EXHIBITS**

**EXHIBIT 2 - CPARS EVALUATION FORM**

<table>
<thead>
<tr>
<th>AGENCY/USER</th>
<th>CONTRACT NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>U.S. FOREST SERVICE INCIDENT SUPPORT BRANCH 3833 S. DEVELOPMENT AVE BOISE, IDAHO 83705-5364 Phone 208-387-5665 Fax 208-367-5384</td>
<td></td>
</tr>
<tr>
<td>U.S. DEPARTMENT OF INTERIOR IBC ACQUISITION SERVICES 300 E MALLARD DR SUITE 200 BOISE, ID 83706 Phone 208-433-5026 Fax 208-433-5030</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EVALUATION REPORT ON CONTRACTOR PERFORMANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;CPARS Compatible Format&quot;</td>
</tr>
<tr>
<td>SOURCE SELECTION INFORMATION</td>
</tr>
<tr>
<td>NOT FOR PUBLIC RELEASE (see FAR 3.104 &amp; 42.1503)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>AGENCY USER</th>
<th>CONTRACT NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>U.S. FOREST SERVICE INCIDENT SUPPORT BRANCH 3833 S. DEVELOPMENT AVE BOISE, IDAHO 83705-5364 Phone 208-387-5665 Fax 208-367-5384</td>
<td></td>
</tr>
<tr>
<td>U.S. DEPARTMENT OF INTERIOR IBC ACQUISITION SERVICES 300 E MALLARD DR SUITE 200 BOISE, ID 83706 Phone 208-433-5026 Fax 208-433-5030</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EVALUATION REPORT ON CONTRACTOR PERFORMANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;CPARS Compatible Format&quot;</td>
</tr>
<tr>
<td>SOURCE SELECTION INFORMATION</td>
</tr>
<tr>
<td>NOT FOR PUBLIC RELEASE (see FAR 3.104 &amp; 42.1503)</td>
</tr>
</tbody>
</table>

**PROGRAM TITLE**

<table>
<thead>
<tr>
<th>AIRCRAFT FLIGHT SERVICES:</th>
<th>AIRPLANE</th>
<th>HELICOPTER</th>
<th>AIR TANKER</th>
</tr>
</thead>
<tbody>
<tr>
<td>OTHER – specify</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**AIRCRAFT TYPE**

<table>
<thead>
<tr>
<th>EXCLUSIVE USE</th>
<th>CALL WHEN NEEDED</th>
<th>ON CALL</th>
</tr>
</thead>
<tbody>
<tr>
<td>FIRE MANAGEMENT</td>
<td>RESOURCE</td>
<td>MAINTENANCE</td>
</tr>
<tr>
<td>OTHER MISSION – specify</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**INSTRUCTIONS:** This form can be completed on the computer or printed and completed by hand. Use the mouse to navigate. To check or uncheck a box, **double click** the box. If further direction is required on how to complete this evaluation or where to submit it, please contact your Contracting Officer. Comment boxes are formatted to automatically wrap the entered text. Check the box that best describes the level in which the Contractor supported the area described. Comments are essential and must substantiate your rating selection. N/A = not applicable. If additional space is required, use page 2 of the form or attach additional page(s).

**SEE PAGE 4 FOR EVALUATION RATINGS DEFINITIONS**

1. Quality. Contractor was professional and conformed to contract requirements. Was capable, efficient and effective in supporting the programs of this contract. Provided well maintained equipment and highly qualified personnel.

<table>
<thead>
<tr>
<th>N/A</th>
<th>Exceptional</th>
<th>Very Good</th>
<th>Satisfactory</th>
<th>Marginal</th>
<th>Unsatisfactory</th>
</tr>
</thead>
</table>

**COMMENTS**

---

55
2. Schedule. Contractor was prepared and available to begin work on contract start date and provided daily coverage during the contract period with little to no disruption or unavailability. Contractor kept COR informed of crew exchanges, maintenance issues, etc.

<table>
<thead>
<tr>
<th>N/A</th>
<th>Exceptional</th>
<th>Very Good</th>
<th>Satisfactory</th>
<th>Marginal</th>
<th>Unsatisfactory</th>
</tr>
</thead>
</table>

COMMENTS

3. Cost Control. How well does the contractor control operating costs? (Check N/A if this is a Firm Fixed price or Firm Fixed Price with Economic Price Adjustment contract)

<table>
<thead>
<tr>
<th>N/A</th>
<th>Exceptional</th>
<th>Very Good</th>
<th>Satisfactory</th>
<th>Marginal</th>
<th>Unsatisfactory</th>
</tr>
</thead>
</table>

COMMENTS

4. Management. Contractor and on-site representatives were professional, well qualified, and committed to customer satisfaction and safety of operations. Contractor provided necessary support for key personnel and if applicable, took necessary action to correct or replace any personnel.

<table>
<thead>
<tr>
<th>N/A</th>
<th>Exceptional</th>
<th>Very Good</th>
<th>Satisfactory</th>
<th>Marginal</th>
<th>Unsatisfactory</th>
</tr>
</thead>
</table>

COMMENTS
### SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

5. Small Business. How does the contractor support small business? (Check N/A unless this is a large business and a subcontracting plan is required)

<table>
<thead>
<tr>
<th></th>
<th>N/A</th>
<th>Exceptional</th>
<th>Very Good</th>
<th>Satisfactory</th>
<th>Marginal</th>
<th>Unsatisfactory</th>
</tr>
</thead>
</table>

**COMMENTS:**

---

6. Regulatory Compliance. How well does the contractor comply with governing regulations such as the Federal Aviation Regulation or others.

<table>
<thead>
<tr>
<th></th>
<th>N/A</th>
<th>Exceptional</th>
<th>Very Good</th>
<th>Satisfactory</th>
<th>Marginal</th>
<th>Unsatisfactory</th>
</tr>
</thead>
</table>

**COMMENTS:**

---

7. Other – Safety. Contractor and on-site representatives attitude and efforts, as well as actual application, towards aircraft safety and general safety of operations?

<table>
<thead>
<tr>
<th></th>
<th>N/A</th>
<th>Exceptional</th>
<th>Very Good</th>
<th>Satisfactory</th>
<th>Marginal</th>
<th>Unsatisfactory</th>
</tr>
</thead>
</table>

**COMMENTS:**

---
### SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

8. Customer Satisfaction. Identify to what level you were satisfied with the services provided under this contract. If given the opportunity, would you hire this contractor again to accomplish a similar project?

- [ ] N/A
- [ ] Exceptional
- [ ] Very Good
- [ ] Satisfactory
- [ ] Marginal
- [ ] Unsatisfactory

**COMMENTS:**

---

9. Other Areas:

- [ ] N/A
- [ ] Exceptional
- [ ] Very Good
- [ ] Satisfactory
- [ ] Marginal
- [ ] Unsatisfactory

10. Other Areas:

- [ ] N/A
- [ ] Exceptional
- [ ] Very Good
- [ ] Satisfactory
- [ ] Marginal
- [ ] Unsatisfactory

11. Other Areas:

- [ ] N/A
- [ ] Exceptional
- [ ] Very Good
- [ ] Satisfactory
- [ ] Marginal
- [ ] Unsatisfactory

12. Other Areas:

- [ ] N/A
- [ ] Exceptional
- [ ] Very Good
- [ ] Satisfactory
- [ ] Marginal
- [ ] Unsatisfactory

Additional comments to support your response to any item above or other items (will not be posted on CPARS website)

---

Name, Title of Individual Completing this Form (include agency, phone and electronic address)

Signature
### SECTION C
#### DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

### EXHIBIT 3 - AIRPLANE PILOT QUALIFICATIONS RECORD

<table>
<thead>
<tr>
<th>OMB 0596-0015</th>
</tr>
</thead>
</table>

### AIRPLANE PILOT QUALIFICATIONS AND APPROVAL RECORD

(Reference FSH 5709.16)

#### SECTION I - PILOT INFORMATION (Fill in the blanks)

1. Name (Last, First, Middle Initial)

2. Date of Birth

3. Home Telephone No.

4. Home Address (Street, City, State & Zip Code)

5. Employed by

6. Address

7. Telephone No.

8. Employed since

9. Previous Employer

10. Address

11. Telephone No.

12. Period Employed

13. Previous Employer

14. Address

15. Telephone No.

16. Period Employed

17. Medical Certificate

18. Airman Certificate (Copy)

19. Aircraft To Be flown

20. Total Flight Hours

#### PART 135 FLIGHT CHECKS

<table>
<thead>
<tr>
<th>Flight Type</th>
<th>Hours</th>
<th>Date</th>
<th>Make/Model/AIC</th>
<th>VFR</th>
<th>IFR</th>
<th>IFR/W/TAP</th>
</tr>
</thead>
<tbody>
<tr>
<td>29. Total Pilot Time (Airborne)</td>
<td>35</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>31. Total K-Country</td>
<td>37</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>32. Total Night</td>
<td>38</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>33. Instrument in Flight</td>
<td>39</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
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<td>34. Instrument-Actual</td>
<td>40</td>
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<tr>
<td>35. Instrument-Actual</td>
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<tr>
<td>36. Instrument-Simulated</td>
<td>42</td>
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</tr>
<tr>
<td>37. PIC Aircraft, Last 12 Months</td>
<td>43</td>
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<tr>
<td>38. PIC Aircraft, Last 60 Days</td>
<td>44</td>
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<td>39. PIC Aircraft, Last 60 Days</td>
<td>45</td>
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<tr>
<td>40. PIC Aircraft, Last 60 Days</td>
<td>46</td>
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<td>41. PIC Aircraft, Last 60 Days</td>
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<td>42. PIC Aircraft, Last 60 Days</td>
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<td>43. PIC Aircraft, Last 60 Days</td>
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<td>44. PIC Aircraft, Last 60 Days</td>
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<td>45. PIC Aircraft, Last 60 Days</td>
<td>51</td>
<td></td>
<td></td>
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<tr>
<td>46. PIC Aircraft, Last 60 Days</td>
<td>52</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

#### SECTION II - For Inspectors Use Only (Initial appropriate Missions)

1. Missions Approved For

2. a. Low Level

3. b. Resource Recon

4. c. Air Tactical

5. d. Smokejumpers P/C

6. e. Smokejumpers SIC

7. f. Parachute

8. g. Mountainous Terrain

9. h. Mountain Airstrip

10. i. Unpaved (Apart from Landing)

11. j. Point-To-Point

12. k. Other

13. l. Other

#### TYPE AIRCRAFT APPROVED FOR

14. a. Single Engine P/H

15. b. Single Engine IFR

16. c. Single Engine IFR

17. d. Single Engine IFR

18. e. Single Engine IFR

#### Remarks

Previous edition is obsolete

FS-5700.25 (8/86)
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 4 - PREFERRED PANEL CONFIGURATION
SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 5 - WAGE DETERMINATION

This contract includes the Department of Labor (DOL) wage determination specified below. In order to reduce the size, the following information has been extracted from the wage determination listed below and identifies the occupation of service employees that would typically be employed on this type of contract. To receive the wage determination in its entirety, please contact the issuing office.

DOL WAGE DETERMINATION NO. 1995-0222, REV. 49 DATED 07/16/2019

Area: Nationwide

Applicable Occupation: Airplane Pilot Minimum Hourly Wage: $29.94

FRINGE BENEFITS REQUIRED AND APPLICABLE FOR THE OCCUPATIONS IDENTIFIED ABOVE

1. Health & Welfare: $4.54 per hour or $181.60 per week or $786.93 per month

2. Vacation: 2 weeks paid vacation after 1 year of service with a Contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present 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)

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DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 6 - RESERVED
SECTION D
CONTRACT CLAUSES

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

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

D-2 ADDENDUM TO 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (OCT 2018) CLAUSES INCORPORATED BY REFERENCE

52.203-3 Gratuities (APR 1984)
52.203-12 Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)
52.204-7 System for Award Management (OCT 2018)
52.204-13 System for Award Management Maintenance (OCT 2018)
52.204-19 Incorporation by Reference of Representations and Certifications (DEC 2014)
52.228-5 Insurance – Work on a Government Installation (JAN 1997)
52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)
52.242-13 Bankruptcy (JUL 1995)
52.245-1 Government Property (JAN 2017)
52.245-9 Use and Charges (APR 2012)

D-3 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (FAR 52.212-5 DEVIATION 2018-O0021) (AUG 2019)

(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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 89(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
SECTION D
CONTRACT CLAUSES


(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:


☐ (5) [Reserved]


☐ (10) [Reserved]


☐ (ii) Alternate I (Nov 2011) of 52.219-3.

☐ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
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☐ (ii) Alternate I (Jan 2011) of 52.219-4.

☐ (13) [Reserved]


☐ (ii) Alternate I (Nov 2011).

☐ (iii) Alternate II (Nov 2011).


☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☒ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).


☐ (ii) Alternate I (Nov 2016) of 52.219-9.

☐ (iii) Alternate II (Nov 2016) of 52.219-9.

☐ (iv) Alternate III (Nov 2016) of 52.219-9.


☐ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

☒ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).

☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).


☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
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☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).


☐ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).

☒ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

☒ (28) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
  ☐ (ii) Alternate I (Feb 1999) of 52.222-26.

  ☐ (ii) Alternate I (July 2014) of 52.222-35.

  ☐ (ii) Alternate I (July 2014) of 52.222-36.

☒ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).


☒ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
  ☐ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).
SECTION D

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☐ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

☐ (38) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514)


☐ (39) (i) 52.223-14, Acquisition of EPEAT®-Registered Television (Jun 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (Jun 2014) of 52.223-14.


☐ (41) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (Jun 2014) of 52.223-16.


☐ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

☐ (44) 52.223-21, Foams (Jun 2016) (E.O. 13696).


☐ (ii) Alternate I (Jan 2017) of 52.224-3.


☐ (ii) Alternate I (May 2014) of 52.225-3.

☐ (iii) Alternate II (May 2014) of 52.225-3.

☐ (iv) Alternate III (May 2014) of 52.225-3.

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☐ (49) 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).


☐ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).


☐ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).


☐ (56) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).


☐ (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

☐ (60) (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.

☐ (iii) Alternate II (Feb 2006) 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) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)

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☐ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

(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
SECTION D

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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.

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—


(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (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 $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(vii) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(viii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).


(xi) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
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(xii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.


(xv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67)


(xviii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).


(B) Alternate I (Jan 2017) of 52.224-3.


(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 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-4  STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 2014)  

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 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.  

<table>
<thead>
<tr>
<th>Employee</th>
<th>Class</th>
<th>Wage</th>
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<tr>
<td>Aircraft Pilot</td>
<td>GS-11</td>
<td>$28.36</td>
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<tr>
<td>Aircraft Mechanic—III</td>
<td>GS-12</td>
<td>$34.03</td>
</tr>
<tr>
<td>Aircraft Mechanic—II</td>
<td>GS-11</td>
<td>$28.09</td>
</tr>
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</table>

D-5  AVAILABILITY OF FUNDS (FAR 52.232-18) (APR 1984)  

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

D-6  PROPERTY AND PERSONAL DAMAGE  

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

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

(c) The Contractor shall procure and maintain during the term of this contract, 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 contract, or growing out of direct performance of the contract, 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 (1) 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-7 NOTICE OF CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM
(JULY 2010)

(a) The US Forest Service has implemented the Contractor Performance Assessment Reporting System (CPARS) for reporting all past performance information. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

(c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm’s past performance evaluation(s) for the contract no later than 60 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Point(s) of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS are available at http://www.cpars.gov/. The CPARS User Manual and registration for On Line Training for Contractor Representatives.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation and the report will be accessible at http://www.cpars.gov/. Contractor Representative(s) may then provide comments in response to the evaluation, or return the evaluation without comment.

Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official’s narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 – 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions.

If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating “No comment” in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 60 days, it will automatically be returned to the Government and will be annotated “The report was delivered/received by the Contractor on (date). The Contractor neither signed nor offered comment in response to this assessment.” Your response is due within 60 calendar days after receipt of the CPAR.
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(f) The following guidelines apply concerning your use of the past performance evaluation:

(1) Protect the evaluation as “source selection information.” After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.

(2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

(3) Prohibit the use or reference to evaluation data for advertising, promotional material, pre-award surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven (7) days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 60-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

D-8 INSPECTION AND ACCEPTANCE (AGAR 452.246-70) (FEB 1988)

The Contracting Officer or the Contracting Officer’s duly authorized representative will inspect and accept the supplies and/or services to be provided under this contract.

D-9 POST AWARD CONFERENCE (AGAR 452.215-73) (NOV 1996)

A post award conference with the successful offeror is required. It will be scheduled within 14 days after the date of contract award. The conference will be held at the Contractor’s facility or other location(s) acceptable to both parties.

D-10 AFFIRMATIVE PROCUREMENT OF BIO BASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACT (FAR 52.223-2) (SEPT 2013)

(a) In the performance of this contract, the contractor shall make maximum use of bio based products that are United States Department of Agriculture (USDA)-designated items unless—

(1) The product cannot be acquired—

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:
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(i) Spacecraft system and launch support equipment.

(ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at http://www.biopreferred.gov.

(c) In the performance of this contract, the Contractor shall—

(1) Report to http://www.sam.gov, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than—

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance.

D-11 CONTRACTOR AUTHORIZED SIGNATURES

Contractor is to submit names, positions and contact information of all company individuals who are legally authorized to bind the company and sign contractual documents. Contractor is also required to advise and update the Contracting Officer whenever there are changes in these authorized individuals.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position/Title</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Todd Hitchcock</td>
<td>Director of Operations Owner</td>
<td>office 208-733-8674</td>
</tr>
<tr>
<td><a href="mailto:spuraviation1@gmail.com">spuraviation1@gmail.com</a></td>
<td>Email</td>
<td></td>
</tr>
<tr>
<td>Michelle Hitchcock</td>
<td>DER/PRIA Administrator Owner</td>
<td>office 208-733-8674</td>
</tr>
<tr>
<td></td>
<td>Email</td>
<td></td>
</tr>
</tbody>
</table>

D-12 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise the option by written notice to the Contractor within 20 Days.
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D-13  OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)

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

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

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

D-14  ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS (AGAR 452.209-71) (ALTERNATE 1) (FEB 2012)

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

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

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

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

D-15  ECONOMIC PRICE ADJUSTMENT SPECIFIED FLIGHT RATE

(a) Entitlement to an Adjustment. During the contract period, including any renewal, the hourly flight rate may be adjusted as set forth herein to reflect increases and/or decreases in the cost of aviation fuel. The hourly flight rate will be adjusted upward whenever the Contractor notifies the CO in writing that the reference price is more than ten percent (10%) higher than the base price. The hourly flight rate will be adjusted downward whenever the CO notifies the Contractor in writing that the reference price is more than ten percent (10%) lower than the base price. The adjusted price shall apply to flight time occurring after receipt of said notice.

(b) Calculation of Adjustment. An adjustment to the hourly flight rate will be made by calculating the difference between the reference price and the base price, multiplied by the
SECTION D
CONTRACT CLAUSES

hourly fuel consumption rate for the type aircraft involved, as shown in the Airplane Fuel
Consumption Chart in the Attachments Section.

(c) Reference Price. The reference price is the commercial fuel price in effect at the time of
adjustment. The reference price will be determined by the price of fuel supplied from the below
airport. The reference price shall become the base price for any subsequent adjustment. Fuel
price changes will be subject to review by the Government. Acceptance by the Government of
a proposed price adjustment is subject to review and acceptance of the data submitted.

La Grande, OR: The base price is $4.99 (Av Gas) $4.27 (Jet-A) based on the price of fuel at
La Grande (KLGD). Contact is La Grande/Union County Airport, 541-963-8615

East Wenatchee, WA: The base price is $5.47 (Av Gas) $4.76 (Jet-A) based on the price of
fuel at Pangborn Memorial (KEAT). Contact is Pangborn Flight Center, 509-886-0233

(d) Price Warranty

The Contractor warrants that the prices set forth in this contract include the cost of fuel based
on at the current rates specified and do not include any allowances for any contingency to cover
increased costs for which adjustment is provided under this clause.
CONTRACT NO.: [Redacted]

PROJECT: NATIONAL CALL-WHEN-NEEDED TYPE I & II HELICOPTER SERVICES

CONTRACTOR: BAKER AIRCRAFT
43769 HEILNER ROAD
BAKER CITY, OR 97814

TELEPHONE: (541) 523-5663

AWARDING OFFICE: U.S. FOREST SERVICE - CONTRACTING
NATIONAL INTERAGENCY FIRE CENTER
OWYHEE BUILDING - MS 1100
3833 S DEVELOPMENT AVE
BOISE, ID 83705-5354

ROBERT HOFFMAN
CONTRACTING OFFICER
TELEPHONE: 208-387-5681
FAX: 208-387-5384
robert.hoffman@usda.gov
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National Call When Needed (CWN) Heavy (Type I) and Medium (Type II) Helicopter Services

See Schedule of Items Section A.1

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<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
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25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

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**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

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<tr>
<td>5. SOLICITATION NUMBER</td>
<td>(b)(4)</td>
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<tr>
<td>6. SOLICITATION ISSUE DATE</td>
<td>August 01, 2019</td>
</tr>
<tr>
<td>7. FOR SOLICITATION INFORMATION CALL:</td>
<td>ROBERT HOFFMAN 208-387-5681</td>
</tr>
<tr>
<td>8. OFFER DUE DATE/LOCAL TIME</td>
<td>September 3, 2019 2:00 PM MDT</td>
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| 9. ISSUED BY CODE | NATIONAL INTERAGENCY FIRE CENTER U.S. FOREST SERVICE - CONTRACTING OWHYEE BUILDING - MS 1100 3833 S. DEVELOPMENT AVE BOISE, ID 83705-5354 |
| 10. THIS ACQUISITION IS | 2x UNRESTRICTED OR □ SET ASIDE 100% FOR □ WOMEN-OWNED SMALL BUSINESS □ HUBZONE SMALL BUSINESS □ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED | □ SEE SCHEDULE |
| 12. DISCOUNT TERMS | □ 13a. THIS CONTRACT IS A RATE/ORDER UNDER DPAS (15 CFR 700) |
| 13. RATING | |
| 14. METHOD OF SOLICITATION | □ RFQ □ RFB □ RFP |
| 15. DELIVER TO CODE | SAME AS ITEM 9 |
| 16. ADMINISTERED BY CODE | ALBUQUERQUE SERVICE CENTER INCIDENT BUSINESS - CONTRACTS 101B SUN AVENUE, NE ALBUQUERQUE, NM 87109 |
| 17a. CONTRACTOR/ OFFEROR | Eilhorns Aviation, Inc. dba Baker Aircraft 43769 Heilner Road Baker City, OR 97814 |
| 17b. TELEPHONE NO. | (541) 523-5663 |
| 18a. PAYMENT WILL BE MADE BY CODE | Same As Item 9 |
| 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16a UNLESS BLOCK BELOW IS CHECKED |

---

**RECEIVED**

AUG 29 2019

CONTRACTING USDA FOREST SERVICE

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**AUTHORIZED FOR LOCAL REPRODUCTION**

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SECTION A
REQUIREMENTS AND PRICES

GENERAL

To obtain the services for Heavy and Medium (Type I and II) Helicopters fully operated, meeting the technical requirements of this solicitation and the specifications for operation on an on call, Call When Needed (CWN) basis by multiple agencies party to various National Interagency Fire Center (NIFC) inter-agency agreements.

It is the intent of this solicitation to award multiple Basic Ordering Agreements (BOA’s). These BOA’s will be a duration of 48 months with an Option to extend services for up to six additional months. Award of BOA’s will be made to offerors proposing reasonable prices and submitting technically acceptable proposals. The Government will determine price reasonableness based on historical pricing.

Awards will not be made for helicopters considered unsuitable for the Government’s need, or at prices determined to be unreasonable. Materially unbalanced offers may be rejected.

ORDERS AND PROCEDURES

(1) Delivery or performance shall be made only as authorized by orders issued in accordance with the B.25 AUTHORIZED ORDERING ACTIVITIES paragraph.

Subject to any limitations elsewhere in this contract, the Contractor shall furnish to the Government all services specified in the Schedule and called for by orders issued in accordance with the Ordering Agreement. The Government may issue orders requiring performance at multiple locations.

(2) Call When Needed Helicopter flight services for All Risk Management to be furnished under this agreement shall be ordered by issuance of a task order (resource order). Orders for fire incidents and emergency support will only be placed by the National Interagency Coordination Center (NICC), after coordination with the National Aviation Coordinator or National Assistant Helicopter Operations Specialist, located at the National Interagency Fire Center (NIFC) in Boise, Idaho or activities designated in the agreement. After coordination with the National Aviation Coordinator and approval by the Contracting Officer, Resource Orders for project flight services may be ordered on a case by case basis, subject to agency procurement requirements.

The Department of Interior (DOI), Interior Business Center (IBC), Contracting Officer (CO) is authorized to place Task Orders directly with the contractor in accordance with the terms and conditions of this Basic Ordering Agreement All Risk Management as follows:

Fire - The DOI Contracting Officer will provide each CWN vendor a task order number to support all DOI fire suppression activities at award of the contract and every fiscal year thereafter. The task order is for invoicing purposes and the vendor is responsible for the input of the flight data into their own website account, Aviation Information Reporting Support (AIRS) and the submittal of their invoice through IPP. DOI will provide a copy of the detailed invoicing instructions to the CWN vendor upon receipt of their fire task order. The Resource Orders for fire suppression activities are issued by the National Interagency Coordination Center (NICC).

Search & Rescue (SAR) for National Park Service – The DOI Contracting Officer will provide the CWN vendor a SAR DOI Task Order number at the time an order is placed with NICC and that Task Order number will be provided to the USFS COR.
SECTION A
REQUIREMENTS AND PRICES

Non-Fire - Project orders will be placed by the DOI CO and coordinated through, and with the
NICC when the task order is issued to the contractor. The DOI CO shall perform all contract
administration, payment processing, claims adjudication, and close-out of each DOI task order.

(3) At the time of dispatch or re-assignment, the Government dispatch center will provide a
Resource Order Form, including an incident project name, Incident project order number and the
appropriate Government Agency (USFS or DOI) agreement number or task order number
supporting the suppression assignment. The DOI Task Order numbers can be found at the
following website:

https://www.doi.gov/aviation/aqd/contracts

An order may be made orally or electronically, but will be confirmed in writing by a Government
resource order for the USFS or DOI. If the incident is in support of DOI, the Resource Order
will be related to the issued fire task or SAR order number. The contractor shall provide the
resource order to the Government’s authorized representative upon arrival at the incident.
Additionally, for DOI support, the vendor must provide the issued fire or SAR task order number.
The contractor shall follow the procedures as stated in Contract Paragraph C-28, Payment
Procedures.

(4) All resource/task orders are subject to the terms and conditions of this contract. In the event
of conflict between a task order and this contract, the contract shall control.

(5) If the Government places a request and the vendor cannot meet the mission requirements,
specified time frames, or if the Contractor does not accept the order, the Government may
acquire the required services from another source.
### A.1 Schedule of Items

This is an Agreement for Interagency Call-When-Needed (CWN) Helicopter Services. Furnish Type (insert Helicopter Heavy (Type I) or Medium (Type II) helicopter(s) fully operated and maintained, including fuel servicing vehicle(s), meeting the requirements of this schedule and the specifications included herein, on a call-when-needed basis.

Offerors are instructed to place an asterisk in the N number column for any helicopters not currently available for inspection/cocking.

Upon Contractor’s acceptance of an order from an authorized ordering office, the order becomes a binding contract under the prices, terms, and conditions of this agreement.

<table>
<thead>
<tr>
<th>N Number</th>
<th>Make</th>
<th>Model &amp; Series</th>
<th>Category¹</th>
<th>Equipped Weight² (per contract definition)</th>
<th>Helicopter Allowable HOGE Payload³</th>
<th>Daily Availability Rate² Base Year 2019</th>
<th>Daily Av Rate² 1st Period 2020</th>
<th>Daily Av Rate² 2nd Period 2021</th>
<th>Daily Av Rate² 3rd Period 2022</th>
<th>Daily Av Rate 6 Mo Option 2023</th>
<th>Daily Av Rate 6 Mo 2023</th>
<th>Daily Av Rate 6 Mo 2024</th>
<th>Daily Av Rate 6 Mo 2025</th>
<th>Project Flight Rate 1st RP 2019</th>
<th>Project Flight Rate 1st RP 2020</th>
<th>Project Flight Rate 2nd RP 2021</th>
<th>Project Flight Rate 3rd RP 2022</th>
</tr>
</thead>
</table>

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 = \(5479\text{lbs. Bucket}) - (5738\text{lbs. Tank})

Equipped Weight for Standard Category (Passenger Carrying) aircraft see “Equipped Weight” in Definitions (8.45)
Equipped Weight includes the weight of a fixed tank or the weight of the empty bucket and any associated suspension hardware (cables, connectors, etc.) for restricted aircraft. See Clause 8.45 for reference.

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.

Calculated from Line 13 of Load Calculation Form (IOAS-077/FS 5700-17)
SECTION A
REQUIREMENTS AND PRICES

A.2 PRINCIPAL BASE 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.

43769 Heiiner Road, Baker City, Oregon
Location (Physical Address) State

A.3 AIRCRAFT PERFORMANCE SPECIFICATIONS (MINIMUM) TO BE USED FOR PROPOSAL EVALUATION PURPOSES AND 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.

For field operations use current temperature and elevation for performance planning purposes.

(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 manufacturer'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 will be listed by make, model and calibration date in the aircrafts weight and balance documentation (See Form B, Exhibit 21).

(iii) Weighing shall be:

(A) Accomplished within 12 months prior to the due date of proposal submission, and
SECTION A
REQUIREMENTS AND PRICES

(1) For aircraft on the companies operating certificate that are currently operating or outside of the US, the current operating weight and balance will be submitted. These aircraft will be required to be weighed within 12 months prior to initial contract inspection.

(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:

(A) 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).

(B) 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) Reserved

Tier 1 Performance Specifications:

CAPABILITY OF:

At 7,000 feet pressure altitude and 20°C with □ non-jettisonable ○ jettisonable

☑ Hovering out of ground effect (HOGE)

The payload of 3,300 pounds, as determined by Exhibit 13, Standard Interagency Load Calculation form, using a standard pilot weight of 200 pounds and fuel for one hour and 30 minutes (01+30) as determined by Exhibit 12, Hourly Flight Rates, Fuel Consumption, and Weight Reduction Chart.

Note: See schedule of items for tank or bucket requirements.
SECTION A
REQUIREMENTS AND PRICES

Tier 2 Performance Specifications:

CAPABILITY OF:

- At 5,000 feet pressure altitude and 30°C with [ ] non-jettisonable [x] jettisonable
- [x] Hovering out of ground effect (HOGE)

The payload of 1600 pounds, as determined by Exhibit 13, Standard Interagency Load Calculation form, using a standard pilot weight of 200 pounds and fuel for one hour and 30 minutes (01+30) as determined by Exhibit 12, Hourly Flight Rates, Fuel Consumption, and Weight Reduction Chart.

Note: See schedule of items for tank or bucket requirements.

Aircraft Performance Specifications: (FAA approved minimum specification charts only) to be used for proposal evaluation purposes

A.4 ENGINE REQUIREMENTS

Turbine engine(s)

A.5 CREW COVERAGE

The number of persons required will be the minimum complement of personnel while operating under this agreement, additional positions may be offered to staff and support the helicopters.

- [x] One Pilot Crew or [ ] Two Pilot crew or [ ] Three Pilot crew

And

- [x] 7-Day Coverage (See Chart Below)

<table>
<thead>
<tr>
<th>COVERAGE</th>
<th>FUEL SERVICING VEHICLE DRIVER</th>
<th>MECHANIC</th>
</tr>
</thead>
<tbody>
<tr>
<td>7-Day Coverage</td>
<td>Full Time FSVD Required</td>
<td>Full Time Mechanic(s) Required</td>
</tr>
</tbody>
</table>

A.6 MAXIMUM COMPLEMENT OF PERSONNEL BY AIRCRAFT TYPE

Type I (Heavy) Helicopters - A maximum of 10 Personnel may be paid as per the payment clause.

Type II (Medium) Helicopter - A maximum of 4 Personnel may be paid as per the payment clause.

Note: Managers may pay up to the Maximum Compliment.
SECTION A
REQUIREMENTS AND PRICES

A.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 with the exception of Maintenance Personnel. Maintenance Personnel may work a 14/14 schedule. If maintenance personnel work 14 days on, they must take 14 days off, unless approved by the Contracting Officer. Days off schedule may vary. A 14/14 schedule must be requested by checking “Other” and subject to approval by the Contracting Officer.

A.8 STANDBY HOURS PER DAY

9 Hours Standby per day

A.9 EXTENDED STANDBY HOURLY RATE

(a) The extended standby rate will be reviewed on an annual basis to ensure compliance with the Service Contract Act and an adjustment will be made if needed. The extended standby rate will be computed by taking the minimum wage rate from the Department of Labor Wage Determination (current at that time), for Nationwide Pilot, times 1.5 plus 20% for benefits, overhead and profit and rounded to the nearest dollar. If needed, adjusted rates will become effective annually on February 16 of each year.

(b) Extended standby is not intended to compensate the Contractor on a one-to-one basis for all hours necessary to service and maintain the aircraft.

(c) The current rate is $52.00 per hour.

A.10 OVERNIGHT STANDARD PER DIEM RATE ALLOWANCE

Rates as published in Federal Travel Regulations See Section B.37 and B.42

A.11 OPERATIONS IN ALASKA, CARIBBEAN, CANADA, OR MEXICO (Contractor to check all that apply).

Contractor has authorization as indicated in FAA 135 Operation Specifications (if contractor has an FAA 135 Certificate) for operations in the following locations. If Contractor has no FAA 135 Certificate, please select areas of operations willing to accept. If accepting work in Alaska, contractor shall meet the requirements of Exhibit 3 prior to mobilizing to Alaska.

☒ ALASKA  ☒ CARIBBEAN  ☒ CANADA  ☒ MEXICO
SECTION A
REQUIREMENTS AND PRICES

A.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.

<table>
<thead>
<tr>
<th>Description</th>
<th>Capacity</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
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<td>Fertilizer Spreader</td>
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<td>Fixed Suppressant/Retardant Delivery Tank</td>
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<td>Tundra Boards or Snow Pads</td>
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<td>Aerial Ignition (See Exhibit 26)</td>
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<td>Infrared Capability</td>
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<tr>
<td>Floats/Pop-outs</td>
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<tr>
<td>Other Equipment Offered</td>
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A.13 CONTRACT PILOT QUALIFICATION

Pilots performing on this contract will meet the requirements of Section B.12 (c) & (d) and B.20. Contractors will offer pilots approved or eligible for approval in the mission tasks selected below. All pilots offered may be evaluated in accordance with B.12 (b) (2) or when requested by the CO.

☑ Low Level (Recon and Surveillance)    Required
☑ Helitack/Passenger Transport          Required For All Standard Category Type II Aircraft
☑ External Load (belly hook)            Required For All Type II
☑ Water/Retardant Delivery              Required For All Bucket and Tank aircraft
☑ Longline VTR (150')                    Required for Type I and Type II Bucket aircraft
☑ Snorkel                               Required All Tanked Items
☑ Mountainous Terrain Flight            Required

A.14 GOVERNMENT PILOT

Contractor ☐ will ☑ will not authorize performance of work under the contract by a Government Pilot. (See Exhibit 23)
SECTION A
REQUIREMENTS AND PRICES

A.15 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).

A.16 PUBLIC AIRCRAFT OPERATIONS

After contract award, the contractor/company should declare Public Use by completing Exhibit 28 Public Aircraft Operations.

Refer to FAA AC 00-1.1A:
https://www.faa.gov/documentLibrary/media/Advisory_Circular/AC_00-1_1A.pdf

A.17 Aircraft Performance Charts

Submit the aircraft performance charts that will be used in computing the Interagency Load Calculations. These aircraft performance charts will be part of the agreement award. The Contractor shall provide updated charts when the aircraft performance charts submitted are no longer valid.
B.1 SCOPE OF AGREEMENT

(a) The intent of this solicitation and any resultant agreement is to obtain 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.

(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 contract. (See Section E Synopsis of Safety Program) Examples of such programs include but are not limited to: 1) Personnel Activities, 2) Maintenance, 3) Safety and 4) Compliance with Regulations.

(c) The primary purpose of this solicitation and resulting agreements is to obtain Call When Needed Helicopter Services to supplement the US Forest Service's natural resource and fire suppression programs. These services will predominately support additional needs over and above the requirements of Exclusive Use helicopter contracts. However, at times, these agreements may be utilized to obtain pricing and requirements for extended periods to supplement exclusive use contracts. This would only be under unusual circumstances such as an unusually severe fire season or unexpected terminations or non-renewals of exclusive use contracts.

(d) 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.

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

(f) The Contracting Officer (CO) may by mutual agreement, release the Contractor from the contract 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.

(g) The Department of Interior (DOI), Contracting Officer (CO) will provide each CWN vendor a task order number to support all DOI fire suppression activities at award of the contract and every fiscal year, thereafter (https://www.doi.gov/aviation/aad/contracts). In addition, if a National Park Service Search & Rescue (SAR) mission is required, the DOI Contracting Officer will provide the CWN vendor a SAR DOI task order number and will ensure to provide that to the USFS COR. The task order is for invoicing purposes and the vendor is responsible for the input of the flight data into their own website account, Aviation Information Reporting Support (AIRS) and the submittal of their invoice through IPP. DOI will provide a copy of the detailed invoicing instructions to the CWN vendor upon receipt of their fire task order. The Resource Orders are issued by the National Interagency Coordination Center (NICC).

(h) Non-Fire - the DOI CO has the authority to place Task Orders directly with the contractor in accordance with the terms and conditions of this Basic Ordering Agreement in support of non-suppression activities (projects). Project orders will be placed by the DOI CO and coordinated through, and with the NICC when the task order is issued to the contractor. The DOI CO shall perform all contract administration, payment processing, claims adjudication, and close-out of each DOI task order.

(i) The contractor will keep their individual contracted helicopters, respective status, of either “available” or “non-available,” current with the National Interagency Coordination Center (NICC). Notification to NICC of the availability status may be accomplished by telephone at (208) 387-5400, by FAX at (208) 387-5414 or 5663.
SECTION B
TECHNICAL SPECIFICATIONS

B.2 CERTIFICATIONS

(a) General

(1) Contractors shall be currently certificated to meet 14 Code of Federal Regulations (CFR), 133 (External Load Operations), 135 (Commuter and On Demand Operations and Rules Governing Person on Board Such Aircraft), 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) Reserved

(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) Restricted Category Helicopters

(1) Helicopter(s) certificated in Restricted Category shall have been issued a Special Airworthiness Certificate.

   (i) Aircraft is required to have a Special Airworthiness Certificate prior to initial contract inspection.

(2) Helicopter(s) configured from aircraft types that have FAA Type Certificates obtained by the helicopter manufacturer shall incorporate the manufacturer's designated changes to bring the helicopter into conformity with their type design, excluding passenger configuration requirements. All applicable Airworthiness Directives and mandatory manufacturer Service Bulletins shall be accomplished.
SECTION B
TECHNICAL SPECIFICATIONS

(3) Helicopter(s), which are configured from former military aircraft, which have FAA Type Certificates based upon military operation in lieu of a manufacturer’s Type Certificate, shall have all applicable Time Compliance Technical Orders (TCTO’s), military Service Bulletins, and Safety-of-Flight Messages accomplished. This includes any directives, which refer to later models of the same type, which were issued after the earlier models had left the military inventory. When FAA approvals establish more restrictive limits, such limits will prevail.

(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.

B.3 GOVERNMENT FURNISHED INFORMATION

(a) Reserved

(b) The following information must be downloaded by the contractor and kept on aircraft:

   (1) NWCG Standards for Aviation Transport of Hazardous Materials:

   Department of Transportation (DOT) Special Permit Letter:

   (2) Reserved

   (c) Wildland Fire Chemicals listed on the current Qualified Product List (QPL) may be provided by the Government as needed in accordance with the most current QPL as specified at https://www.fs.fed.us/rm/fire/wfcs/index.htm.

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

   AUX-FM adapter cable with portable radio

B.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 OAS 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.
SECTION B
TECHNICAL SPECIFICATIONS

(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 agreement 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 agreement.

(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. FAA approved “electronic” flight bags meet this requirement.

(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 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 unrepaird 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 etc.). Military or other low visibility paint schemes are unacceptable. Any corrosion shall be within manufacturer or FAA acceptable limits.
SECTION B
TECHNICAL SPECIFICATIONS

(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 Agreement.

(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 Agreement and modification(s) shall remain in the helicopter during the Agreement period(s). The flight manual supplements (performance charts) and Load Calculations as submitted with the contractor's proposal were utilized in aircraft performance evaluations for award of the Basic Ordering Agreement (BOA). These documents, by virtue of the agreement award were incorporated into the BOA. These are also required to be kept with the helicopter through the life of the agreement, in addition to the aforementioned agreement and modification(s) associated with it, as a complete Agreement package. This is irrespective of the fact that these performance charts are included in the Flight Manual, which is not, in turn, a substitute for a complete Agreement package being with the helicopter.

(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.
SECTION B
TECHNICAL SPECIFICATIONS

(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) For Type II (Medium) Helicopters: FAA approved shoulder harness (single diagonal strap with inertia reel) for each aft cabin passenger position. Shoulder harness straps and lap belts must fasten with a single-point, metal-to-metal, and a quick-release mechanism.

(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 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 that is activated by engine or transmission oil pressure.

OR

For helicopters with a landing gear incorporating an extendable strut, the hour meter may be activated by a switch mounted in such a manner as to only operate when the strut is fully extended.

The hour meter shall record actual flight time in hours and tenths of an hour only.
SECTION B
TECHNICAL SPECIFICATIONS

(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 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) As required by 14 CFR, fire extinguisher(s) shall be a hand-held bottle, fully charged, with a minimum 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. (Not required for Type 1 helicopters).

(14) Reserved

(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 agreement 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 is capable of being loaded and locked in a single motion with one hand, and is rated at the maximum lifting capacity of the aircraft. Not required for Type I helicopters.

(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.
SECTION B
TECHNICAL SPECIFICATIONS

(ii) Remote Hook/Long line

(A) One remote cargo hook capable of being loaded and locked in a single motion with one hand, and is rated at the maximum lifting capacity of the aircraft 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) For Power requirements see Exhibit 5

(18) Variable capacity collapsible bucket(s) (Required for all bucket helicopters and Type II and III tanked helicopters)

(i) All Buckets

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

(B) The bucket, at 100 percent of manufacturers rated capacity (+/- 5%) shall be commensurate with the maximum OGE lifting capability of the helicopter at 5000 PA and 30 degrees C and use 200 pounds for each pilot 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.

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

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

(E) Shall be leak free (1/2 gallon or less in a 24-hour period)

(ii) Non-Gated buckets and non-powerfill buckets

(A) A second variable capacity water/retardant is required. At 100% capacity, the second bucket shall be no more than 10% greater than the minimum capacity of the primary bucket.

(B) 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.

(C) 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.
SECTION B
TECHNICAL SPECIFICATIONS

(iii) Gated Buckets and Powerfill buckets

(A) Requires electronic hook load measuring system that provides cockpit readout of the actual weight.

(B) Either the weight of the bucket or capacity shall be marked on the bucket or the operator shall have a written statement of the maximum capacity (weight).

(C) If powerfill equipped, bucket must fill to maximum capacity in no more than 90 seconds.

(19) For Type I Helicopters

(i) Tanked aircraft will display the last three numbers/letters of the aircraft registration on both sides of the aircraft. Numbers/letters will be high visibility/contrasting colors and a minimum 32 inches high and 5 inches wide. Number placement on the aircraft sides should give high consideration to visibility from the ground. If there is a duplication in Aircraft Identifier for substitute aircraft and/or if a fixed external tank is replaced or moved to a different airframe, contact your CO for direction.

All other tank numbers (ex: 700 series) must be removed from aircraft when hired on this agreement.

Example: N282CL will display 2CL

(20) Reserved

(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, for Standard Category personnel transport helicopters only.

(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. (Not applicable to Type 1 or restricted category helicopters.)
SECTION B
TECHNICAL SPECIFICATIONS

(27) Internal baggage compartment/external cargo basket/racks. For Type II Standard Category Aircraft. All cargo restraint anchor locations must have cargo rings installed. 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. 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) Reserved

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

(30) Heating 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) Reserved

(e) Reserved
B.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 contract 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 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 contract.

(4) Contract 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, and at least every 12 flight hours or 7 days- whichever occurs first; transmitted to the operator's home office (Location that Certificate is held).

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

(8) Contractor shall notify the Contracting Officer Representative (COR) at least 16 flight hours prior to the initiation of any maintenance inspection. In addition the Contractor shall immediately notify the COR 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 COR.

(10) All inspection times and intervals shall comply with the Contractor's FAA Approved Maintenance Program.
SECTION B
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(11) Inspections shall be performed in a maintenance facility, or in the best field conditions available.

(12) Reserved

(13) Reserved

(14) Reserved

(15) 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 shall be listed by make model and calibration date in the aircrafts weight and balance documentation (See Form B, Exhibit 21).

(i) For aircraft on the companies operating certificate that are currently operating outside of the US, the current operating weight and balance will be submitted. These aircraft will be required to be weighed within 12 months prior to initial contract inspection.

(16) Helicopter(s) under initially awarded agreements(s) under this solicitation shall remain at or below contracted helicopter equipped weight as proposed in the base year of the agreement. Helicopters will be allowed a total of 1% above the awarded contracted helicopter equipped weight as proposed during the combined agreement renewal 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 agreement award no penalty will be assessed.

(17) 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 21 for an acceptable example.

(18) When the contract equipped weight of the aircraft, as noted by registration number in Section A, Schedule of Items, changes, the Contractor shall notify the CO of the change and submit a revised weight and balance as required by the Agreement.
SECTION B
TECHNICAL SPECIFICATIONS

(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 Agreement and any renewal periods.

(2) Helicopters with power output below the minimum published performance charts or if the trend analysis indicates significant deterioration in performance the aircraft shall be removed from service. The power condition shall be corrected before return to service and agreement 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 Agreement availability.

(d) Reserved

(e) Calibrated Tools

All Torque wrenches and measuring devices must be calibrated annually. A decal showing current calibration must be affixed to each tool showing calibration date.

B.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:

(1) Locked door/windows; and/or

(2) Fenced parking areas.

B.7 AVIONICS REQUIREMENTS

(a) Minimum Requirements
SECTION B
TECHNICAL SPECIFICATIONS

All avionics used to meet this agreement shall comply with the requirements of paragraph (b) Avionics Specifications and paragraph (c) Avionics Installation and Maintenance Standards. The following are the minimum avionics which shall be installed. Additional avionics may be required in section B of this agreement.

(1) All Helicopters

   (i) One VHF-AM Radio (COM 1)

   (ii) One VHF-FM Radio (FM 1)

   (iii) One Auxiliary FM system (AUX FM) {Not required in heavy helicopters with 2 VHF-FM radios installed or KMAX}

   (iv) One Global Positioning System (GPS)

   (v) An Intercom System (ICS) {Not required in single occupant aircraft}

   (vi) Audio Control systems applicable to the type of aircraft offered

   (vii) An Emergency Locator Transmitter (ELT)

   (viii) An Automated Flight Following System (AFF)

   (ix) One Transponder

   (x) One Altimeter and Automatic Pressure Altitude Reporting system

   (xi) One Auxiliary Power Source (3 Pin) {Not required in helicopters not approved for passengers}

   (xii) One Bucket/Torch Connector (9 Pin) {Not required in heavy helicopters}

   (xiii) Lighting for night operations in accordance with 14 CFR 91.205 (c)

   (xiv) Lighting for all instruments required by 14 CFR 91.205 (b)

   (xv) ADS-B OUT will be required beginning January 1st 2020

(2) Reserved

(3) Reserved

(4) Helicopters approved for Air Tactical operations

Helicopters may be approved for Air Tactical operations provided they meet the requirements of (a) (1) (iii) through (a) (1) (xv) and the following requirements based on the type of Air Tactical approval. These requirements are for optional mission approval only. Paragraph (a) (1) and additional requirements in section A shall remain the minimum required avionics for aircraft under this agreement.
SECTION B
TECHNICAL SPECIFICATIONS

(i) Type I

(A) Two VHF-AM Radios (COM 1 & COM 2)

(B) Two VHF-FM Radios (FM 1 & FM 2)

(C) Radio transmit capability from the aft passenger compartment connected to the SIC/observer Audio Control system. An Aft Audio Control system for this position is acceptable.

(ii) Type II

(A) Two VHF-AM Radios (COM 1 & COM 2)

(B) One VHF-FM Radio (FM 1)

(C) Radio transmit capability from the aft passenger compartment connected to the SIC/observer Audio Control system. An Aft Audio Control system for this position is acceptable.

(iii) Type III

(A) Two VHF-AM Radios (COM 1 & COM 2)

(B) One VHF-FM Radio (FM 1)

(b) Avionics Specifications

All avionics used to meet this agreement shall comply with the following requirements and paragraph (c) Avionics Installation and Maintenance Standards.

(1) Communications systems

Transmitters shall not open squelch on, or interfere with, other AM or FM transceivers on the aircraft which are monitoring different frequencies. Transmit interlock functions shall not be used with communication transceivers. (This paragraph does not apply to single pilot helicopters which are not approved for passengers or non-fire aircraft.)

(i) VHF-AM Radios

VHF-AM radios shall be TSO approved aeronautical transceivers, permanently installed, and operate in the frequency band of 118.000 to 136.975 MHz with a minimum of 760 channels in no greater than 25 KHz increments. Transmitters shall have a minimum of 5 Watts carrier output power.

(ii) VHF-FM Radios

All aircraft approved for fire operations shall use P25 Digital VHF-FM transceivers meeting the specifications of FS/OAS A-19. FM radios used in all aircraft shall be agency approved. FS/OAS A-19 and a list of currently approved
SECTION B
TECHNICAL SPECIFICATIONS

FM radios can be found on the following website: http://www.nifc.gov/NIIICD/documents.html. The following requirements shall be met.

(A) VHF-FM radios shall be aeronautical transceivers, permanently installed in a location that is convenient to the PIC and SIC/observer, and operate in the frequency band of 138 to 174 MHz. All usable frequencies shall be programmable in flight. Narrowband and digital operation shall be selectable by channel for both MAIN and GUARD operation. Carrier output power shall be 6-10 Watts nominal.

(B) Transceivers shall have a GUARD capability constantly monitoring all GUARD transmissions. Simultaneous monitoring of MAIN and GUARD is required. Scanning of GUARD is not acceptable. Aircraft not approved for Air Tactical operation only require one FM GUARD receiver.

(C) Transceivers shall have the capability of encoding CTCSS sub audible tones on all channels. A minimum of 32 tones meeting the current TIA/EIA-603 standards shall be selectable.

(D) Transceivers shall have the capability to display both receiver and transmitter frequencies. Activation indicators for transmit and receive shall be provided for both MAIN and GUARD operation.

(E) The radio shall use an external broadband antenna covering the frequency band of 138 to 174 MHz (Comant CI-177-1 or equivalent).

(iii) Auxiliary FM systems (AUX FM)

An interface to properly operate a portable FM radio through the aircraft audio control systems shall be provided using an MS3112E12-10S type bulkhead mounted connector with contact assignments as specified by FS/OAS A-17 available at the following website: http://www.nifc.gov/NIIICD/documents.html. Sidetone for the portable radio shall be provided (AEM AA34 or equivalent). The following applies to all AUX FM installations.

(A) An external broadband antenna covering the frequency band of 138 to 174 MHz (Comant CI-177-1 or equivalent) shall be installed with the associated coax terminated in a bulkhead mounted BNC connector adjacent to the above 10 pin connector.

(B) A portable radio mount (Field Support Services AUX-EPH-RB or equivalent) shall be installed providing the crew unrestricted operation of the radio controls when connected with an 18 inch adapter cable.

(C) A VHF-FM radio meeting the requirements of paragraph (b) (1) (ii) may be installed, in addition to the radios already required, in lieu of the AUX FM system.

(iv) Non-Standard Radios
SECTION B
TECHNICAL SPECIFICATIONS

Non-standard radios shall be aeronautical transceivers interfaced to the aircraft audio control systems and a compatible antenna via an approved installation. The radio shall be compatible with the requesting unit.

(v) Reserved

(vi) Reserved

(2) Audio Systems

(i) Intercom Systems (ICS)

ICS shall integrate with the aircraft audio control systems and mix with selected receiver audio. An independent ICS volume control, keyed operation, and a "hot mic" capability shall be provided for each required position. Passenger volume adjustments must not affect other positions. Hot mic may be voice activated (VOX) or controlled via an activation switch. The ICS must have the capability to isolate the flight crew from passengers.

ICS is required for the PIC and SIC/observer for all aircraft. Exclusive-use helicopters approved for passengers, and helicopters which require an aft audio control system, shall provide ICS at all passenger positions. Call-when-needed helicopters approved for passengers shall provide ICS for two aft exit passenger positions.

(ii) Audio Control Systems

(A) General

Aircraft configuration shall comply with the applicable drawing for “Helicopter Audio Requirements” at the following website: http://www.nifc.gov/NIICD/documents.html. A master radio volume control and collocated controls for transmitter selection and independent receiver selection of all required radios shall be provided for each required audio control system. Each system shall have the capability to simultaneously select and utilize a different transceiver (and PA if required). Sidetone shall be provided for the user as well as for cross monitoring by all installed systems. Receiver audio shall be automatically selected when the corresponding transmitter is selected. Receiver audio shall be provided to each position which requires ICS (refer to ICS section for requirements). Aft audio control systems are not required to provide NAV audio.

All required passenger positions shall utilize the SIC/observer's audio control system unless an aft audio control system is installed. Exclusive use helicopters approved for passengers shall provide radio transmit capability for two aft passenger positions. See the applicable “Helicopter Audio Requirements” drawing for locations.
SECTION B
TECHNICAL SPECIFICATIONS

Audio controls shall be labeled as COM-1, FM-1, AUX, PA etc... as appropriate or as COM-1, COM-2, COM-3, etc... with the corresponding transceiver labeled to match. Audio shall be free of distortion, noise, or crosstalk. The system shall be designed for use with 600 ohm earphones and carbon equivalent, noise cancelling, boom type microphones (Gentex 5060-4 or equivalent). The PIC and SIC/observer shall have U-92 type audio jacks.

All required passenger positions with ICS, including the SIC/observer, shall have MS3112E10-6S type 6-pin connectors wired for compatibility with an appropriate drop cord (Alpine Aerotech AAL280 series or equivalent). The 6-pin connector is not required at the SIC position in aircraft requiring dual pilots. Aft passenger connectors shall be mounted above the seats and near the passengers head. Drop cords shall be provided with the aircraft for all passenger positions which require ICS. In lieu of the 6-pin connector and drop cord, the SIC/observer may utilize either a foot or console mounted Push-To-Talk (PTT) switch in conjunction with a switch to select between radio and ICS PTT operation. Crew positions shall have radio and ICS PTT switches on their respective cyclic controls in addition to the previous requirements.

(B) Drop Cord Requirements

- Coil cord that extends to 6 feet nominally
- 6-Pin MS3476L10-6P type connector on the coil cord
- U-92 (TJT-120) type audio jack on the housing
- Large clip
- Volume control
- ICS switch with momentary and lock positions
- Radio PTT switch (only for positions which require radio transmit)

(C) Aft Audio Control Systems (when required)

The audio controller shall be installed in a location that provides unobstructed access to the controls while seated. Aft passengers shall utilize the aft audio control system(s). Two aft passenger positions shall have radio transmit capability. See the applicable "Helicopter Audio Requirements" drawing for locations.

(D) Required Audio Control systems

The following audio control systems are required based on helicopter type

- **Helicopters not approved for passengers**
  A single audio control system for the PIC and SIC/observer
SECTION B
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- **Light and Medium Helicopters approved for passengers**
  Two separate audio control systems (which may be combined in a single unit) for the PIC and SIC/observer

- **Heavy Helicopters approved for passengers**
  Two separate audio control systems (which may be combined in a single unit) for the PIC and SIC/observer and an aft audio control system for the Helicopter Manager.

(3) **Navigation Systems**

   (i) **Global Positioning Systems (GPS)**

   (A) **Aeronautical GPS**
   Each required GPS shall be TSO approved, permanently installed where both the PIC and SIC/observer can clearly view the display, use an approved external aircraft antenna, and be powered by the aircraft electrical system. The GPS shall utilize the WGS-84 datum, reference coordinates in the DM (degrees/minutes/decimal minutes) format and have the ability to manually enter waypoints in flight. The GPS navigation database shall be updated annually covering the geographic areas where the aircraft will operate.

   (B) **Portable Aviation GPS**
   Portable aviation GPS units (Garmin GPSMAP, aera, or equivalent) are acceptable when an Aeronautical GPS is not specified. They shall be securely mounted via an approved installation using the aircraft electrical system and a remote antenna. The GPS shall present information from an overhead perspective. The PIC shall have clear view of the display and unrestricted access to the controls. The SIC/observer shall also have a clear view of the display in Air Tactical aircraft. The GPS shall meet the above datum, coordinate, and database requirements for an aeronautical GPS. Portable GPS units are not acceptable for aircraft performing IFR or NVG operations.

   (C) **GPS with Moving Map**
   The GPS providing data to the moving map shall meet all of the above GPS requirements. The moving map’s display shall be 3 inches wide, 1.5 inches high, and show the aircraft’s present position relative to user selected waypoints and geographical features. The map may be integrated with the GPS.

(4) **Surveillance systems**
SECTION B
TECHNICAL SPECIFICATIONS

(i) Emergency Locator Transmitters (ELT)

Emergency locator transmitters must be helicopter models with at least a 5 axis G-switch and certified to TSO C126 or newer. ELTs must be automatic fixed, installed in a conspicuous or marked location, and meet the same requirements as those detailed for airplanes in 14 CFR 91.207 (excluding section f). ELT mounts must use rigid attachments and meet the deflection requirements of RTCA/DO-204. Velcro style mounts are not acceptable. ELT antennas must be mounted externally to the aircraft unless installed in a location approved by the aircraft manufacturer. Documentation of current registration is required from the national authority for which the aircraft is registered(ii) Automated Flight Following systems (AFF)

Automated flight following systems must be compatible with the government’s tracking program (AFF.gov), utilize satellite communications, and use aircraft power via a dedicated circuit breaker. AFF must be functional in all phases of flight and in all geographic areas where the aircraft will operate. The following additional requirements shall be met.

(A) A subscription service shall be maintained through the equipment provider allowing position reporting via the Government AFF Program. The reporting interval must be every two minutes while aircraft power is on.

(B) AFF equipment must be registered with AFF.gov providing all requested information. Changes to equipment and registration information shall be reported to AFF.gov ensuring the program is current prior to aircraft use. For assistance, the Fire Applications Help Desk (FAHD) may be reached at (866) 224-7677 or (616) 323-1667.

(C) An AFF operational test shall be performed by the vendor no less than seven calendar days prior to the annual compliance inspection. This test must ensure that the system meets all requirements and is displayed in the AFF viewer with the correct information. A user name and password are required. Registration and additional information are available at https://www.aff.gov/. If the aircraft is not displaying properly, the vendor shall notify AFF.gov.

(D) If AFF becomes unreliable the aircraft may, at the discretion of the Government, remain available for service utilizing radio/voice systems for flight following. The system shall be returned to full operational capability within 5 calendar days after the system is discovered to be unreliable.

(E) This clause incorporates the JSON Specification Section Supplement available at https://www.aff.gov/documents/Json_Specification_Section_Supplement.pdf as if it was presented as full text herein.

(F) For questions about current compatibility requirements contact the AFF Program Manager by emailing affadmin@firenet.gov.
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(iii) Reserved

(iv) Transponders

Transponder systems shall meet the requirements of 14 CFR 91.215(a). Part 135 aircraft shall meet the “Mode S” requirements of 14 CFR 135.143(c). Transponder systems shall be tested and inspected every 24 calendar months as specified by 14 CFR 91.413.

(v) Altimeter and Automatic Pressure Altitude Reporting systems

Altimeter, static pressure, and automatic pressure altitude reporting systems shall be installed and maintained in accordance with the IFR requirements of 14 CFR Part 91. These systems shall be tested and inspected every 24 calendar months as specified by 14 CFR 91.411.

(vi) Reserved

(vii) Automatic Dependent Surveillance – Broadcast Out (ADS-B OUT)

ADS-B OUT systems must be approved to TSO-C154c or TSO-C166b. Aircraft operating outside of the United States must be equipped with systems approved to TSO-C166b.

(5) General Systems

(i) Reserved

(ii) Auxiliary Power Source (3 Pin)

An MS3112E12-3S type connector shall be installed and mounted in a location convenient to the passenger compartment and protected by a 5 Amp circuit breaker. Pin A shall be +28 VDC. Pin B shall be airframe ground. Pin C shall not be used. Reference FS/OAS A-16.

(iii) Bucket/Torch Connector (9 Pin)

(A) An MS3101A24-11S type connector shall be installed adjacent to the cargo hook within 12 inches. The connector must be adequately supported to prevent tension on the electrical wiring. Pin D must be airframe ground. Pin E must be +28 VDC operated with the “Bucket Open” switch on the collective and protected by a 50 Amp circuit breaker that can be manually opened and reset.

(B) The bucket open switch must be clearly labeled “Open”, spring-loaded to the “Off” position, and mounted on the collective to avoid confusion with the cargo hook release. The switch must be of a different design and mounted in such a way as to not easily be confused with the RPM Control (Beep switch).
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(C) Reserved

(iv) VHF-FM Programming Ports

DB-9 type D-subminiature connectors shall be installed in a location convenient to the SIC/observer. These shall be wired for RS232 serial communication between all required VHF-FM radios and a laptop computer. Individual connectors or an FM select switch may be used. Pin 2 shall be data transmitted from the FM. Pin 3 shall be data received by the FM. Pin 5 shall be signal ground. Compatible radio front panel connectors may be used to meet this requirement if serial adapter cables are provided with the aircraft. For example TDFM 136A s/n FDA1200 and higher.

(v) Reserved – (GPS Data Connectors)

(vi) External Portable Aviation GPS Antennas

Antennas shall be TSO approved and compatible with the portable aviation GPS of the requesting unit.

(vii) Dual USB charging Ports

USB charging ports must be TSO approved, capable of providing at least 2 amps of power to each port simultaneously with an output voltage of 5 VDC and installed in a location convenient to the specified users.

(viii) Portable Electronic Device (PED) Tolerance - RESERVED

(c) Avionics Installation and Maintenance Standards

All avionics used to meet this agreement shall comply with the manufacturer’s specifications and installation instructions, federal regulations, and the following requirements.

(1) Strict adherence to the guidelines in FAA AC 43.13-1B Chapter 11 “Aircraft Electrical Systems” and Chapter 12 “Aircraft Avionics Systems” as well as FAA AC 43.13-2B Chapter 1 “Structural Data”, Chapter 2 “Communication, Navigation and Emergency Locator Transmitter System Installations” and Chapter 3 “Antenna Installation” is required.

(2) All antennas shall be FAA approved, have a Voltage Standing Wave Ratio (VSWR) less than 3.0 to 1 and be properly matched and polarized to their associated avionics system.

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

(4) Avionics installations shall not interfere with passenger safety, space or comfort. Avionics equipment shall not be mounted under seats designed for energy attenuation. In all instances, the designated areas for collapse shall be protected.
SECTION B
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(5) All avionics equipment shall be included on the aircraft’s equipment list by model, nomenclature, and location.


B.8 DATA, IMAGES AND VOICE RECORDINGS

All contractually required recorded data, and images and voice data collected or stored from radios, sensors, phones, cameras or other audio and image recording devices are the property of the USDA Forest Service while on contract.

This will include but not be limited to, Additional Telemetry Units, Automated Flight Following, and Operational Loads Monitoring data and data collected or stored from EO/IR sensors, any cameras, radios or other audio and video recording devices owned by the contractor, contractor representatives or the Forest Service. Use of the audio and image data outside of the scope of the contract is prohibited unless authorized in writing by the contracting officer.

B.9 RESERVED – (Extended Standby Hourly Rate)

B.10 OPERATIONS

(a) General

(1) Regardless of any status as a public helicopter operation (see Exhibit 28), 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 Agreement unless otherwise authorized by the CO. Forest Service acknowledges certain special use missions 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 operational control and can delay, terminate, or cancel a flight at any time.
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(3) The government recognizes the ever-increasing difficulty operators are encountering in hiring mission-qualified pilots. In response to this situation the government has developed provisions for contractors to conduct “On Contract” pilot operational training. This program has been designed with the intent of providing operational training opportunities to contractors seeking to upgrade pilots into new aircraft, and to provide operational training for pilots with little or no previous natural resource/wildland fire experience. Other significant conditions and restrictions are detailed in Exhibit 19. Adherence to these guidelines is critical for success of the program. See Exhibit 19.

(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.

(6) For contracts requiring longline operations, any combination of line length may be used at the discretion of the pilot, providing the pilot card is endorsed Longline VTR and interagency policies (obstacle and tail rotor clearance etc.) are adhered to.

(7) All documents required to be with aircraft during contract period, may be stored in an electronic storage device. The storage device must have a viewing screen of at least 7 inches. If an electronic storage device is used, a paper back up for each required document must be available with the support vehicle. Examples of approved storage device are Tablet; IPAD etc. smart phones will not be acceptable.

(8) The aircraft must be shut down after 4 hours of flight (Hobbs) time or 2 fuel cycles (whichever occurs first).

(b) Pilot Authority and Responsibilities

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

(2) The pilot is responsible for computing the weight and balance for all flights and for assuring that the gross weight and center of gravity do not exceed the aircraft’s limitations. Pilots shall be responsible for the proper loading and securing of all cargo. Load calculations (Exhibit 13, Form 5700-17/OAS-67) shall be computed and completed daily 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 be located in or on the aircraft in such a manner as to potentially not 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 Helicopter Manager.

(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).

(14) During missions that involve transporting agency personnel, a HOGE power check shall be performed for either the takeoff or landing, whichever is most restrictive. This requirement applies to pinnacles, ridgelines and confined areas or any first time missions into/out of a HOGE site. Refer to the interagency helicopter pilot practical test standards and can be found at this website: https://www.fs.fed.us/fire/av_safety/promotion/Technical_Bulletins/IATB_17-01_HOGE_Power_Check_508.pdf.

(c) IFR/Night Flight - Not authorized

(d) Flights with Cowling(s), Fairings, and Panels or Doors Open/Removed
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The Contractor is responsible for removal, reinstallation and security of the doors at all times. However, Government personnel may assist with removal and reinstallation when properly trained by the mechanic or pilot. The contractor shall maintain full responsibility to ensure the procedure is accomplished correctly.

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) External Load Operations

(1) All External Load Operations (Applicable to Cargo, Bucket and Tank operations unless specifically noted)

   (i) Determine allowable payload using the Interagency Helicopter Load Calculation, appropriate HOGE-J helicopter performance charts, and current local temperature and pressure altitude.

   (ii) 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 helicopters conducting external load operations shall comply with applicable Rotorcraft Flight Manual Limitations.

   (iii) When conducting external load operations, rotors will remain above the canopy or helicopter will operate within an opening no less than 1 1/2 times the main rotor diameter (e.g. an aircraft with a 48' main rotor diameter would require a 72' diameter opening).

   (iv) For loads with a total suspended height of 50 feet or greater the pilot must be approved for longline VTR.

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

(2) Cargo Operations

   (i) Use actual weight of cargo from load calculation or manifest form. Weight reduction is optional and may be calculated into jettisonable payload when agreed upon by pilot and agency personnel.

(3) Bucket Operations

   (i) All Bucket Operations (Applicable to both gated and non-gated buckets)

      (A) 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.
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(B) Buckets and hardware shall be designed for the applicable aircraft and attached directly to the belly hook unless the pilot is approved for longline VTR.

(C) 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.

(D) Reserved

(ii) Non-gated bucket operations

(A) Partial dips are not authorized.

(B) 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.

(C) 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.

(iii) Gated bucket operations

(A) Requires electronic hook load measuring system that provides cockpit readout of the actual weight.

(B) Partial filling is authorized, based on aircraft performance and environmental conditions.

(4) Tank Operations

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

(i) Snorkel removal and installation shall be the Pilot’s responsibility at all times. However, Government personnel may assist with removal and installation when properly trained by the mechanic or pilot.

(ii) Prior to or during the helicopter’s first start-up of each day, tank doors shall be checked for normal and emergency operation, to include checking the snorkel for proper operation. These operational checks should be incorporated into the aircraft’s cockpit checklist. Not required in conditions that present potential damage to tank or snorkel system.
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(iii) Items awarded as tanked aircraft may replace tank with water bucket when requested by the government due to firefighting suppression tactics, this should be documented and CO/COR notified.

(f) Reserved

(g) Dual Controls

Dual controls- Dual controls are required and shall be made accessible to an approved agency helicopter inspector pilot (HIP) for all pilot performance evaluations. During flight operations the front seat not occupied by a pilot may only be occupied by a helicopter manager or an authorized crewmember briefed by the PIC or HMGB. For type 3 aircraft, the dual controls shall be removed except during pilot evaluation, unless aircraft type certification prevents controls from being removed.

(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 NWCG Standards for Aviation Transport of Hazardous Materials (PMS 513). A copy (hard copy or electronic copy) of the current Special Permit and handbook/guide and DOT Emergency Response Guide (ERG) shall be aboard each aircraft operating under the provisions of this Special Permit and can be found at this website: https://www.nwcg.gov/sites/default/files/publications/pms513-fs-dot-sp-9198.pdf

(2) It is the responsibility of the Contractor to ensure that Contractor employees have received training in the handling of hazardous materials. Documentation of this training shall be retained by the company in the employee’s records and made available to the Government as required. The training, A-110 is available at this website: https://www.iat.gov/.

(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.

B.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) and procedures (i.e. 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.
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(c) The Government may, at its option, assign an area to be utilized by the Contractor for storage of equipment used in support of Agreement 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).

(e) For more information go to https://www.nwrcg.gov/publications/444.

An SPCC plan is required to be in each FSV used on this agreement regardless of bulk storage container (tank) size. See Exhibit 8.

B.12 PERSONNEL

(a) General

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

(2) Only qualified non-crewmembers are authorized on tactical flight missions. The Mechanic and Fuel Service Vehicle Driver are not considered qualified non-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.

(4) Vendor-QA/Evaluation/Safety checks may be conducted IAW Exhibit 29.

(b) Management Personnel Requirements

(1) Contractor shall have and maintain through the life of the contract personnel in the following positions:

(A) Flight Operations Manager (Director of Operations). Flight Operations Manager shall meet the following requirements:

(i) To serve as a Flight Operations Manager for a certificate holder that only conducts operations for which the pilot in command is required to hold a commercial pilot certificate, a person must hold at least a commercial pilot certificate. In addition, the Flight Operations Manager must have at least 3 years supervisory or managerial experience within the last 6 years in a position that exercised operational control over flight operations.

(B) Maintenance Manager (Director of Maintenance). Maintenance Manager shall meet the following requirements:

(i) To serve as a Maintenance Manager a person must hold a mechanic certificate with airframe and powerplant ratings and either:
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(a) Have 3 years of experience within the past 6 years maintaining aircraft as a certificated mechanic, including, at the time of appointment as Maintenance Manager, experience in maintaining the same category and class of aircraft as the certificate holder uses; or

(b) Have 3 years of experience within the past 6 years repairing aircraft in a certificated airframe repair station, including 1 year in the capacity of approving aircraft for return to service.

(C) Chief Pilot

(i) To serve as Chief Pilot for a certificate holder that only conducts operations for which the pilot in command is required to hold a commercial pilot certificate, a person must hold at least a commercial pilot certificate. The Chief Pilot must be qualified to serve as pilot in command in at least one aircraft used in the certificate holder’s operation. In addition, the Chief Pilot must have at least 3 years’ experience, within the past 6 years, as pilot in command.

(2) PIC’s shall pass a flight evaluation within a 36 month period. The government retains the right to conduct a QA/Standardization evaluation at any time. The HIP will be accounted for in the W&B and load calculation just as they would for any evaluation flight. The evaluation will be conducted in accordance with the Interagency Helicopter Practical Test Standards (http://www.nifc.gov/aviation/av_documents/av_helicopters/IHPPTS.pdf) and per the contract 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 http://www.nifc.gov/aviation/av_helicopters.html (Helicopter Pilot Qualifications and Approval Record). 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).

(4) Reserved

(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
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Competency Proficiency Check (as applicable FAA Form 8410-3 or equivalent).

(3) Written evidence of an Equipment Check Endorsement for Restricted Category helicopters by the Chief Pilot (as applicable).

(4) Written evidence of qualification to meet 14 CFR 133.


(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) 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 B.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 18. 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 Agreement.

(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.
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All Helicopters Minimum Experience Flying Hours

Total Time .................................................................................................................. 1,500

Pilot-in-command hours:

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 or FS/OAS-accepted equivalent training (accepted equivalency applicable to Type II Helicopters Only).

**The contractor may request that this pilot flight hour requirement be waived for a pilot under special circumstances; however, the waiver may or may not be granted. The contractor should contact the Contracting Officer in advance of this need for additional information on this process. No other pilot qualification exceptions will be considered by the Government.

***Weight class is defined as:
Small aircraft – aircraft of 12,500 or less, maximum certificated takeoff weight
Large aircraft – aircraft of more than 12,500 pounds, maximum takeoff weight

Additional Special Mission Requirements:

BOA 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*

*Mandatory for Type I, II & III Exclusive Use and Type I & II CWN Pilots. 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. Experience operating outside the United States may be considered “Mountain Flying” providing it is conducted in mountainous regions defined as 2000 feet above surroundings containing long slopes, deep valleys, and high ridges. 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.
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(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) Second in Command (SIC) Requirements (if applicable)

Second-In-Command shall meet requirements of operator’s certificate. The requirements for the second pilot shall be a commercial pilot certificate with rotorcraft category, helicopter class rating, and at a minimum a valid second class medical certificate. They are not issued a Helicopter Pilot Qualification card.

(h) Mechanic Qualifications

(1) The mechanic shall have a valid FAA mechanic certificate with airframe and power plant ratings, and shall have held the certificate for a period of 24-months. The mechanic shall have been actively engaged in aircraft maintenance as a certificated mechanic for at least 18-months out of the last 24-months. OR A mechanic may qualify by meeting one of the following.

(i) The mechanic shall have a valid FAA mechanic certificate with airframe and power plant ratings, and shall have held the certificate for a period of 12 months. The mechanic must show evidence of Four years military experience of aircraft maintenance training and qualification as a Technical Inspector for Airframe or Power Plants.

(ii) The mechanic shall have a valid FAA mechanic certificate with airframe and power plant ratings, and shall have held the certificate for a period of 12 months. The mechanic must then have held the foreign equivalent with both ratings for a period of 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.
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(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. The mechanics must have documented training in the following: company policies and procedures, company operations procedures, maintenance procedures, contract requirements and SMS.

(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 agreement has met the minimum certification, training, and experience qualifications of this section. The Aircraft Mechanic (Helicopter) Qualifications Form can be found in Exhibit 20 of the agreement.

(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 Agreement, including any optional periods. 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.

(3) The FSV driver must have documented training in the following: company policies and procedures, company operations procedures, maintenance procedures, contract requirements and SMS.

B.13 CONDUCT AND REPLACEMENT OF PERSONNEL

(a) Personnel Conduct

(1) Replacement of Contractor Personnel
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(i) Contractor employees required to work or reside on Federal property are expected to follow the facility manager's rules of conduct that apply to both Government and non-Government personnel working or residing at these facilities. The COR will make available a copy of such rules. The Contractor may be required to replace employees who do not comply with these rules of conduct.

(ii) The Contractor must replace any employee who performs unsafely; ineffectively; refuses to cooperate; is unable or unwilling to adapt to field living conditions; or whose general performance is unsatisfactory, disruptive or detrimental to the purpose for which contracted.

(iii) The CO will notify the Contractor of all known unsatisfactory personnel conduct or unsafe performance. The employee may be afforded an opportunity for corrective action when the conditions warrant. When directed by the CO, the Contractor must replace unacceptable personnel not later than 24 hours after such notification, or as otherwise mutually agreed. The decision as to unacceptability will be at the sole discretion of the CO.

(b) Harassment Free Workplace


(c) Firearm / Weapon Prohibition

The possession of firearms or other dangerous weapon (18 USC 930 (f)(2) are prohibited at all times while on Government Property and during performance of services, under this contract. The term dangerous weapon does not include pocket knives with a blade less than 2 ½ inches in length or multi-purpose tools such as a Leatherman® tool.

d) Dogs and other animals

No person may bring dogs or other animals on Federal property for other than official purposes. However, a disabled person may bring a seeing eye dog, a guide dog, or other animal assisting or being trained to assist that individual. Reference 41 CFR 102-74.425

B.14 SUSPENSION AND REVOCATION OF PERSONNEL

(a) The COR/HIP/AMI may suspend after conferring with the CO, contractor personnel who fail 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. Documentation of the suspension shall be provided to the CO.

(b) Upon involvement in an Aircraft Accident or NTSB Reportable Incident (see 49 CFR Part 830), a pilot operating under this agreement shall be suspended from performing pilot duties under this agreement and any other activity authorized under the interagency pilot qualification card(s) issued to the pilot pending the investigation outcome.
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(c) Upon involvement in an Incident-with-Potential as defined under mishaps, a pilot operating under this agreement may be suspended from performing pilot duties under this agreement and any other activity authorized under the interagency pilot qualification card(s) issued to the pilot pending the incident investigation outcome.

(d) When a pilot/mechanic is suspended, and when requested, the interagency pilot/mechanic qualification card(s) shall be surrendered to the CO or authorized Government representative. 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.

B.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 agreement awarded performance after receipt of agreement modification by the Contracting Officer. A agreement modification shall only be provided after the contractor has submitted documentation for the substitution helicopter equal to the information originally submitted for the awarded helicopter. 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.

B.16 FLIGHT HOUR AND DUTY LIMITATIONS

(a) Flight limitations. Flight crewmembers shall be subject to the following flight hour limitations:

(1) 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 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.
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(2) 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.

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

(4) Flight time shall not exceed a total of 42-hours in any 6-consecutive days. Pilots accumulating 36 or more flight hours in any 6-consecutive duty-days shall be off duty the following one calendar day for rest, after which a new 6-day cycle will begin.

(b) Duty Limitations. Flight crewmembers shall be subject to the following duty limitations:

(1) Assigned duty of any kind shall not exceed 14-hours in any 24-hour period. 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) The pilot shall be given a minimum of 10 consecutive hours of rest (off duty) prior to any duty assigned duty period.

(3) Pilots shall be have two (2) calendar days of rest (off duty) during any 14 consecutive duty days. Various work schedules are acceptable as per Section B. The compliment of contract 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)

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

(5) Duty includes flight time, ground duty of any kind, and standby or alert status at any location.

(c) 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. When a notice is issued the government representative will provide a copy of the notice and the procedures for exemptions. Payment for a non-flight day will either be at the daily availability rate or the hourly stand-by rate as applicable.

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

(e) 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.
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(f) Relief, additional, or substitute pilots reporting for duty under this Contract shall furnish a record of all duty and all flight hours during the previous 14-days to the helicopter manager upon arrival.

(g) The Contractor may furnish a relief crew to meet the days off requirement in accordance with B.16, Flight Hour and Duty Limitations. Payment will be made in accordance with B.41 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.

(h) 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 unless a 14 on 14 off work schedule is approved by the contracting officer under A.7 “Other.” 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.

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

(i) 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.
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B.17 ACCIDENT PREVENTION AND SAFETY

(a) Contractor Furnished Reports

The Contractor shall furnish the COR with a copy of all reports required to be submitted to the FAA in accordance with 14 CFR that relate to pilot and maintenance personnel performance, aircraft airworthiness or operations. The Contractor will submit an FAA Form 8010-4, Malfunction or Defect Report, or file electronically in the FAA’s Service Difficulty Reporting (SDR) system any maintenance deficiency identified in 14 CFR Part 21.3(c), 135.415, 135.417 or as requested by the government for what it considers a significant discrepancy.

(b) Aviation Safety Management System

The Contractor shall develop, maintain and utilize a Safety Management System (SMS) 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 contract. When the CO, in conjunction with the agency Aviation Safety Manager determines the safety programs do not adequately promote the safety of operations, the Government may terminate the contract for cause as provided in the “Contract Terms and Conditions” when factors indicate a lack of compliance. Examples of such termination causal factors are (1) personnel activities, (2) maintenance, (3) safety and risk management, and (4) compliance with regulations. Upon request of the government, the contractor will provide copies of pertinent data (CVR, FDR, OLMS, etc) for Flight Operations Quality Assurance (FOQA) analysis.

(c) The Aviation Safety Communiqué (SAFECOM)

The SAFECOM database fulfills the Aviation Mishap Information System (AMIS) requirements for aviation mishap reporting for the US Forest Service and the Department of Interior agencies. Categories of reports include incidents, hazards, maintenance, and airspace. The system uses the SAFECOM form to report any condition, observation, act, maintenance problem, or circumstance with personnel or the aircraft that has the potential to cause an aviation-related mishap. Contractors are to use this system to report while on contract to the USFS.

Note: The SAFECOM system is not intended for initiating punitive or disciplinary actions and is not to be used for claims or contract evaluation /determination purposes. The goal of the SAFECOM system is to create a reporting culture that encourages open and honest reporting that improves the safety of aviation operations. SAFECOMs should be utilized in tailgate safety sessions, after action reviews, and briefings only after they have been properly managed through the system. Submitting a SAFECOM is not a substitute for “on-the-spot” correction(s) to a safety concern. It is imperative that safety issues be addressed at the local level as well as being documented in a SAFECOM. SAFECOM managers at all levels may have additional corrective actions and input. SAFECOM managers at all levels are responsible for protecting personal data and sanitizing SAFECOMs prior to any distribution and/or posting to the public. The SAFECOM system contains Personal Identifiable Information (PII) which is subject to the Privacy Act of 1974, 5 U.S.C. § 552a that must be protected and safeguarded. In the event of an accident, NTSB law 49 CFR 831.11 & 831.13 which respectively, specify certain criteria for participation in NTSB investigations and limitations on the dissemination of investigation information applies.
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In order for SAFECOM’s to be effective as an accident prevention tool, they must be reported as soon as possible to the agency with operational control of the aircraft at the time of the event. SAFECOMs can be submitted online at [www.safecom.gov](http://www.safecom.gov) or via phone at 888-464-7427. Hard copies of the OAS-34/FS-5700-14 form can be faxed to OAS at 208-433-5007; USFS at 208-387-5735 or submitted through the Unit/Forest Aviation Officer.

(d) Contractors Stand-Down or Deactivation

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

(2) The Contractor shall also notify the Contracting Officer by telephone, followed up with a written notification (email or letter) to the Contracting Officer of the planned reactivation date for each of the affected aircraft. The Contractor’s verbal and written notifications shall include the tail number(s) of all of the reactivated aircraft, the rationale/corrective action plan (if applicable), and the date(s) of the reactivation(s).

(3) Once a Contracting Officer has been officially notified of a Contractor implemented stand-down and/or deactivation, the Contracting Officer shall notify the appropriate Government officials accordingly.

B.18 MISHAPS

(a) Reporting

(1) While operating under this contract the contractor must immediately, and by the most expeditious means available, notify the NTSB AND the appropriate agency Aviation Safety Manager (ASM) when an "Aircraft Accident" or NTSB reportable "Incident" occurs.

(2) The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is: 1-888-4MISHAP (1-888-464-7427).

(b) Forms Submission

Following an "Aircraft Accident" or when requested by the NTSB following notification of a reportable "Incident," the Contractor must provide the agency Air Safety Investigator with information necessary to complete a NTSB Form 6120.1/2 “Pilot/Operator Aircraft Accident Report”.

(c) Wreckage Preservation
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(1) The Contractor shall not permit removal or alteration of the aircraft, aircraft equipment, including fuel servicing vehicles (fuel samples), support trailers/vehicles and equipment or records following an "Aircraft Mishap" 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. Upon request of the government, the contractor will provide copies of pertinent records and data (CVR, FDR, OLMS, etc.) following a mishap.

(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 Contract. Further, the Contractor fully agrees to cooperate with the USFS during an investigation and make available personnel, personnel records, aircraft records, and any equipment, damaged or undamaged, deemed necessary by the USFS. Following a mishap, the Contractor shall ensure that personnel (Pilot, mechanics, etc.) associated with the aircraft will remain in the vicinity of the mishap until released by the CO.

(e) Related Costs

The NTSB or USFS 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-Contract availability, and return transportation of any items disassembled by the USFS.

(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.

B.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.

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(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

(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
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(1) A personal floatation device (PFD), normally worn around the neck and over the shoulders only, shall be worn by each individual on board the helicopter when conducting operations beyond power-off gliding distance to shore, and during all bucketed or tanked firefighting operations. Personal floatation devices that are normally worn around the waist, which need to be pulled up and over the helmet for use, are not permitted. Acceptable personal floatation devices types are; normally worn around the neck and over the shoulders, must be CO2 cartridge deployable, and have a manual inflation valve installed. Personal floatation devices will be serviced annually per manufacture recommendation for damage, operation, and condition.

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

(f) Contractor will provide USFS approved personal fire shelters (spec. 5100-606) for all contractor personnel covered under this contract. Fire shelters required in the aircraft must be secured and accessible to crews onboard the aircraft, not stored in cargo compartments or loosely placed in the “hat-rack”. Fire shelters are not to be located in areas which would reduce the crash attenuation of any aircraft component, i.e. under the seats. Instruction in the use of shelter deployment shall be completed and documented by the contractor and verified by the Helicopter Manager. Shelter deployment training shall be completed yearly. The condition and care of the shelter will meet USFS standards. Fire shelter shall be on-board the helicopter at all times while under contract and included in the equipped weight (8 lbs). Ground crews shall have fire shelters readily available for use if needed. For further information on fire shelter training and for the purchase of USFS approved fire shelters see: https://www.supplycache.com/, http://www.cascadefire.com/index.php/ and http://www.nifc.gov/fireShelter/fsheft_main.html.

B.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 agreement and any renewal thereof, an inspection of the contractor’s equipment and personnel will be made prior to any use. Inspection priority and determination of operational need shall be at the government’s discretion. Inspections will be scheduled by mutual agreement between the Contracting Officer and the Contractor. Inspection priority and determination of need shall be at the government’s discretion. The inspection will take place at the contractor’s facility 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 certificate number will be recorded. The list shall be similar to that shown in AC 43-9c, as amended.
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(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 43-9c, 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 Agreement, 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 B.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/Agreement

   (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 Agreement, 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 OAS Form 64B)

   (ii) Completed “Flight Hour Requirements & Experience Verification with form.”
   (See Exhibit 18)

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

Completed "Pilots Qualifications and Approval Record". *(USFS Form FS-5700-20a 0r OAS Form 64B)*
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(xiii) Prior to receiving an interagency "Pilot Qualification Card", all helicopters 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, agreement 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

(ii) Completed A&P Qualifications and Approval Record Form with applicable qualifying mechanic’s records.
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B.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. Evaluations will be conducted in the Make and Model furnished for the contracts. If the contractor requests additional make and model approvals, the pilot must be qualified in accordance with B.12 and must pass an evaluation flight in the additional aircraft if any of the items below apply:

   (1) Initial carding in Make and Model
   (2) Initial carding in type (type I, II, or III)
   (3) Initial carding in that seating position (left to right or right to left)
   (4) Interagency approval for make and model has lapsed by more than 12 months.
   (5) Required by the Helicopter Inspector Pilot, or Contracting Officer

(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.

(e) Discrepancies noted during a CWN inspection must be corrected within 30 calendar days, if the discrepancies are not corrected within 30 days a complete re-inspection will be required.

B.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/Airworthiness Inspector.

B.23 INSPECTIONS DURING USE

(a) At any time during the agreement period the CO may require, but is not limited to inspections/weighing/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/Regional Maintenance Inspector with a completed copy of FAA Form 8010-4,
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Malfunction or Defect Report, or a Helicopter Association International (HAI) Maintenance Malfunction/Information Reporting Form 9 (as applicable).

B.24 PERIOD OF BASIC ORDERING AGREEMENT

This basic Ordering Agreement will be in effect for up to four years from date of award. 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 day's written notice.

B.25 AUTHORIZED ORDERING ACTIVITIES

(a) Type I & II 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 National Interagency Coordination Center (NICC), located at the National Interagency Fire Center (NIFC) in Boise, Idaho. There may be occasions where orders for project work outside the fire incident/emergency support would be placed by the applicable agency Contracting Officer. If services are ordered by the Contracting Officer, NICC will be advised of aircraft status by the end user of those services. Contractors shall not accept orders or dispatches from sources other than NICC or the agency specific Contracting Officer.

This ordering agreement from the Department of Agriculture, U.S. Forest Service authorizes the Department of the Interior (DOI) to issue Task Order (TO) numbers in support of DOI as follows:

Fire - The Department of Interior (DOI), Contracting Officer (CO) will provide each CWN vendor a task order number to support all DOI fire suppression activities at award of the contract and every fiscal year, thereafter (https://www.doi.gov/aviation/agd/contracts). The task order is for invoicing purposes and the vendor is responsible for the input of the flight data into their own website account, Aviation Information Reporting Support (AIRS) and the submittal of their invoice through IPP. DOI will provide a copy of the detailed invoicing instructions to the CWN vendor upon receipt of their fire task order. The Resource Orders are issued by the National Interagency Coordination Center (NICC).

Search & Rescue (SAR) for National Park Service – The DOI Contracting Officer will provide the CWN vendor a SAR DOI Task Order number at the time an order is placed with NICC and that Task Order number will be provided to the USFS COR.

Non-Fire - project orders will be placed by the DOI CO and coordinated through, and with the NICC when the task order is issued to the contractor. The DOI CO shall perform all contract administration, payment processing, claims adjudication, and close-out of each DOI task order.

Each ordering agreement or TO will be signed by the agency’s designated Contracting Officer with payment being made as provided elsewhere in this agreement.

(b) 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 agreement. Computed performance,
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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 precedence over other factors including cost when ordering helicopters.

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

(3) It is the contractors’ responsibility to keep the aircraft desk at NICC informed on the location and availability of their helicopter(s) for fire and project assignments. The Phone number at NICC is 1-208-387-5400 or for flight following 1-800-994-6312. If the contractor has not kept NICC currently informed on the location and status of the aircraft they will be considered not available for work under the agreement.

(c) 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.

(d) Assigned Work Location(s)

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

(e) 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.

B.26 DAILY AVAILABILITY REQUIREMENTS

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

   (1) Inclement weather plan: 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 and document a contingency plan in writing for the operational area to identify 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, AOB, 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 Helicopter Manager after conferring with the COR at a minimum 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
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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/COR.

Dispatches that require extended flight planning due to non-local mobilization shall be able to respond with 60 minutes unless otherwise established by the HMGB/COR.

(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/COR 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/COR 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/COR has approved release of the Contractor’s personnel in advance. Service shall be recorded as fully available provided the CO has approved release of the Contractor’s personnel in advance.

(5) Reserved

B.27 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 Contract. 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 Contract when the conditions in B.16 Flight and Duty Limitations occur.

Unavailability will be rounded up to the nearest quarter hour when a contractor fails to comply with requirements.

(b) Reserved
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(c) Unavailability status will continue until the deficiency is corrected. It is the Contractor’s responsibility to inform the CO/COR 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.

When any unscheduled maintenance or repairs are performed for mechanical or equipment deficiencies, a DOI/USFS approved Maintenance Inspector and the Contracting Officer will be notified for "return to contract availability", before the aircraft may again be allowed to fly under the contract. Depending on the complexity of the maintenance or repair, "return to contract availability" may be given by electronic or verbal means.

Do not return aircraft having mechanical or equipment deficiencies to "contract availability" until the aircraft has been approved by an authorized aircraft inspector.

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

B.28 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 16th and those accumulated during the last of the month will be processed about the 1st of the following month.

Go to http://www.fs.fed.us/business/abs “Getting Started” for instructions and more information.

(b) Services received by the Department of the Interior

(1) The Contractor’s pilot in command (PIC) and the appropriate Government representative in the field must complete and sign an Aircraft Use Report (AUR), AMD-23/23E or other form as directed by the DOI CO that documents the daily services.

(2) Upon completion of flight services, in accordance with paragraph (b) (2) (ii), vendor will initiate funding requests according to DOI invoicing procedures as directed by the DOI CO. CWN vendor is required to receive an AIRS account utilizing the AIRS User Access Management Form located at: https://www.doi.gov/aviation/agd/airs.
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(i) All services to include flight time, daily availability and other authorized charges incurred under a DOI task order shall be recorded and submitted in accordance with DOI payment procedures that are provided to the CWN vendor.

(ii) Aircraft Use Reports may be submitted no sooner than every two weeks or upon release from a fire incident or project if less than two weeks. Services provided and related charges must be shown on a daily basis.

(iii) Similar to the USDA, funding for wildland fire suppression is obligated after the vendor has submitted their funding request to the DOI and validated by a Contracting Officer, per the DOI payment procedures. Upon completion of the first fire suppression activity, the task order will be obligated and executed and sent to the vendor. The same task order number will be used for subsequent assignments and funds will be obligated with a modification and executed as above.

(3) Once the contractor receives the email with the obligated task order, the contractor will be submit electronically their invoice through the U.S. Department of the Treasury’s Invoice Processing Platform (IPP). The IPP website address is: https://www.ipp.gov. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

(i) Under the DOI order, the following documents are required to be submitted as attachments to the IPP invoice:

(A) Completed AUR's, (AMD Form 23/23E) or other form as directed by the DOI CO documenting daily services provided under the contract/order. The AUR or other form as directed by the DOI CO must be signed by the appropriate representatives of the Contractor and Government.

(B) Documentation required by the contract to support additional pay items (i.e. transportation worksheets, receipts, etc.).

(C) AIRS PDF detailed report downloaded from AIRS.

(4) Questions for services received by the Department of The Interior should be directed to the DOI/AQD Contracting Office at 208-433-5075 or after hours at 208-600-2679.

B.29 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.
B.30 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 for US Forest Service orders or as prescribed by the Department of Interior (DOI) in Section B.28 (b) for task orders in support of the DOI.

(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.

B.31 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 Helicopter Manager/COR and performed by the Contractor when the crew meets the Standby requirement in accordance with Section B, Daily Availability Requirements.

(b) Extended Standby is not applicable on days when mobilization or demobilization is paid.

(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) Reserved

B.32 PAYMENT FOR PROJECT WORK

(a) Daily Availability Rate plus Specified Flight Rate Method
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(1) The Contractor will be paid for availability and flight in accordance with B.29 Payment for Flight and B.30 Payment for Availability.

(2) Unavailability will be deducted in accordance with B.27 Unavailability.

(3) Any additional payments will be made in accordance with B.43 Miscellaneous Costs to the Contractor.

OR

(b) "For non-fire suppression missions, Project Flight Rate may be used"

(1) Services may be ordered for short periods of time (normally 1-day or less) to accomplish project work.

(2) When service is ordered under the Project Flight Rate specified in the Schedule of Items, payment will be made only for actual flight time performed. Daily availability rate is not applicable. When the Project Flight Rate is in effect and when the project extends for more than 1-day, incurred Remain-Over-Night (RON) costs will be reimbursed in accordance with the Federal Travel Regulations (FTRs).

(3) Services may also be ordered under the Daily Availability Rate specified in the Schedule of Items, plus the flight rate specified (Exhibit 12 Helicopter Services Hourly Flight Rates, Fuel Consumption, and Weight Reduction Chart). For CWN, when Daily Availability payment is used, RON fees are not applicable.

(4) The method of payment shall be established prior to the start of the project. The selected method of payment will be used for the duration of the project.

(5) Reserved

(6) Reserved

(c) Ferry time of aircraft to and from the point of hire from the Contractor's base of operations or current aircraft location, whichever is closer, will be paid at the applicable flight rate. If a fuel servicing vehicle is required, mileage to and from the point of use from the Contractor's base of operations or current location that the fuel servicing vehicle is stationed, whichever is closer, will be paid at the rates stipulated in B.38 Payment for Fuel Servicing Vehicle Mileage.

B.33 RESERVED -

B.34 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 Agreement 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.
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(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.

B.35 REIMBURSEMENT FOR MOBILIZATION AND DEMOBILIZATION COSTS

(a) During mobilization and demobilization on any day in which flight is performed, no daily Availability is earned, and flight crew are required to remain overnight to and/or from point of hire, a lump sum of $500 per authorized crew member will be paid.

(b) Mobilization and Demobilization is not applicable if the helicopter is reassigned. The rate in effect 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 Contract. 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 6500-122 or DOI Flight AUR (Aircraft Use Report) or AMD 23/23E. 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 payments document. DOI reimbursement claims will be supported by itemized receipts which must be included with the AUR and uploaded as an attachment to the invoice in IPP.

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

(i) Aircraft released from the Assigned Work Location, demobilization costs paid back to the original point-of-hire. Prior to the aircraft departing, the manager shall coordinate with the pilot and demobilization costs estimated and paid as they actually occur.

(j) Should an aircraft relocate somewhere other than the original point-of-hire, demobilization costs will only be paid from the last assigned work location back to the original point-of-hire. If an aircraft does not return to the original point-of-hire but to another location, demobilization costs paid to either the original point-of-hire or final destination whichever is closer.
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(k) Once an aircraft reaches its final destination whether point-of-hire, home base, or other location the pilot will relay the final demobilization numbers either to the manager or COR to close out the invoice.

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

B.36 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 Rate – The same rate applicable to the aircraft that is being substituted or replaced.

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

B.37 LODGING & MEALS

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

B.38 PAYMENT FOR FUEL SERVICING VEHICLE MILEAGE

(a) A fuel-servicing vehicle is required for all fire support and non-fire project 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) For CWN or outside the Exclusive Use MAP period, 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

$4.43 per mile - where the carrying capacity of aircraft fuel is 1,500 gallons or more

$3.20 per mile - where the carrying capacity of aircraft fuel is at least 750 gallons to 1,499 gallons

$2.47 per mile - where the carrying capacity of aircraft fuel is at least 350 gallons to 749 gallons

$1.73 per mile - where the carrying capacity of aircraft fuel is less than 350 gallons

B.39 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:
SECTION B
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(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 Agreement 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.

B.40 PAYMENT FOR WILDLAND FIRE CHEMICALS

(a) Reserved

(b) Any wildland fire chemicals used by the Contractor shall be on the list of approved Wildland Fire Chemicals found at the following website: https://www.fs.fed.us/rm/fire/wfcs/index.htm.

B.41 CWN RELIEF CREW APPROVAL AND PAYMENT

(a) The Contractor may furnish a relief crew to meet the days off requirement in accordance with B.16, Flight Hour and Duty Limitations. 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 employee(s) while in travel status is not a cost for which the Government will reimburse the Contractor. Utilize Exhibit 32 (Transportation Worksheet) when providing this information.

(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 agreement before relief costs are authorized for payment.

B.42 PAYMENT FOR OVERNIGHT ALLOWANCE

No payment for CWN personnel is authorized.
SECTION B
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B.43 MISCELLANEOUS COSTS TO THE CONTRACTOR

(a) Reserved

(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 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 Contract may be reimbursed at actual cost when approved by the CO. Examples of such items are airport landing fees, hanger fees (inclement weather), airport use costs (tie-downs) while at the designated or alternate base and rental car. 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.

B.44 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 Agreement administration duties and authority:

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

(b) Administer helicopter services as provided in the agreement.

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

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

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

(f) Coordinate temporary substitutions of helicopter(s) and pilot(s) with the CO.

(g) Initiate and sign correspondence and other agreement administration documents over the title "Helicopter Manager."

(h) Maintain Daily Diary of agreement activities.

(i) Document availability, flight times, and other payment items on the Flight Use Report and submit daily into ABS or completing the DOI AMD-23 form as applicable.

(j) Document and verify reasonable transportation costs for ordered additional personnel.

(k) Establish daily schedules.
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(l) Approve authorized breaks.

(m) Review the Helicopter Data Record for Inspection and Approval currency.

(n) Review the Pilot's and Mechanics Interagency Qualification Card(s) for currency and qualifications.

(o) Complete and submit Performance Report (Exhibit 15, Performance Report).

(p) Review Contractor Power Trend Analysis Graph.

(q) Government Helicopter Manager may ride in a Standard Category Type 2 Helicopter during point-to-point flights and initial attack dispatches. The following conditions shall be met when the Manager is on board:

(1) FAA approved passenger or crew seat with available restraint system as per B.4 (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.

(2) Managers may not ride on Type 1 helicopters.

(3) Helicopter Managers shall not ride in helicopters certified as Restricted Category aircraft.

(r) Discuss, develop and document an Inclement Weather Plan (IWP), reference B.26 (a) (1).

B.45 DEFINITIONS

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

Additional Personnel: Additional personnel specifically ordered by the CO where it is to the Government's advantage to have additional availability of the 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 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, 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.
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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 agreement period and not affected by changes in fuel prices. Adjustments to the base cost will be made annually by the CO.

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

Cargo: Any material thing carried by the aircraft.

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
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of all fixed ballast, unusable fuel supply, undrainable oil, total quantity of engine coolant, and
total quantity of hydraulic fluid.

Equipped Weight:

Standard Category 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 agreement (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.

Restricted Category 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 agreement (i.e., including but not limited to survival kit, rappel anchor, first aid
kit). Includes 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 agreement
(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."

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

Flight Rate: The agreement 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.
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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.

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.
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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.

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.
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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 A or the location of aircraft at time-of-hire.

Portable Electronic Device: Any kind of electronic device, typically but not limited to consumer electronics, brought on board the aircraft that is not permanently installed and part of the approved aircraft configuration. Electrical energy can be provided from internal sources, such as batteries, an aircraft power source or both. This includes transmitting PEDs (T-PEDs).

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

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.

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: Use 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.
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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 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.

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.

Type I (Heavy) Helicopter: A helicopter with a certified internal gross weight of over 14,001 pounds. Under the ICS helicopter typing system, a heavy helicopter is a Type 1 helicopter and has 10+ passenger seats (unless restricted category). Based on the KMAX limited use and its payload being over 3300 lbs it is considered a Type 1.

Type II (Medium) Helicopter: A helicopter with a certified internal gross weight between 7,001 and 14,000 pounds. Under the ICS helicopter typing system, a medium helicopter is a Type 2 helicopter and has 9 or less passenger seats (unless restricted category).

Type III (Light) Helicopter: A helicopter with a certified internal gross weight of less than 7,000 pounds. Under the ICS helicopter typing system, a light helicopter is a Type 3 helicopter and has 9 or less passenger seats.

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.

SECTION B
TECHNICAL SPECIFICATIONS

B.46 ABBREVIATIONS/ACRONYMS

A&P Airframe & Powerplant (Mechanic)
ABS Aviation Business Systems
AC Advisory Circular
AD Airworthiness Directive
AIRS Aviation Information Reporting Support
AFF Automated Flight Following
AMI Aviation Maintenance Inspector
AOBD Air Operations Branch Director
ASC Albuquerque Service Center
ASI Aviation Safety Inspector - Airworthiness
ASP Aviation Safety Plan
ATC Air Traffic Control
ATCO Air Taxi/Commercial Operators
ATU Additional Telemetry Unit
BOA Basic Ordering Agreement
CAB Civil Aeronautics Board
CG Center of Gravity
CO Contracting Officer
CFR Code of Federal Regulations
COR Contracting Officer’s Representative
COTR Contracting Officer’s Technical Representative
CPARS Contractor Performance Assessment Reporting System
CVR Cockpit Voice Recorder
CWN Call-when-Needed (Agreement)
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
FDR Flight Data Recorder
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
## SECTION B
### TECHNICAL SPECIFICATIONS

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Description</th>
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<tbody>
<tr>
<td>OAS</td>
<td>Office of Aviation Services</td>
</tr>
<tr>
<td>OLMS</td>
<td>Operational Load Monitoring System</td>
</tr>
<tr>
<td>PA</td>
<td>Public Address System</td>
</tr>
<tr>
<td>PASP</td>
<td>Project Aviation Safety Plan</td>
</tr>
<tr>
<td>PED</td>
<td>Portable Electronic Device</td>
</tr>
<tr>
<td>PIC</td>
<td>Pilot-in-Command</td>
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<tr>
<td>PTT</td>
<td>Push-To-Talk</td>
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<tr>
<td>RADS</td>
<td>Rope Assisted Delivery System</td>
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<tr>
<td>RAO</td>
<td>Regional Aviation Officer</td>
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<tr>
<td>RASM</td>
<td>Regional Aviation Safety Manager</td>
</tr>
<tr>
<td>RON</td>
<td>Remain-Over-Night</td>
</tr>
<tr>
<td>SIC</td>
<td>Second-in-Command/Co-Pilot</td>
</tr>
<tr>
<td>SPCC</td>
<td>Spill Prevention, Control and Countermeasure Plan Requirements</td>
</tr>
<tr>
<td>STC</td>
<td>Supplemental Type Certificate</td>
</tr>
<tr>
<td>TAS</td>
<td>Traffic Advisory System</td>
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<tr>
<td>TBO</td>
<td>Time between Overhaul</td>
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<tr>
<td>TCAS</td>
<td>Traffic Collision Avoidance System</td>
</tr>
<tr>
<td>TSO</td>
<td>Technical Standard Order</td>
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<tr>
<td>UAM</td>
<td>Unit Aviation Manager</td>
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<tr>
<td>UAO</td>
<td>Unit Aviation Officer</td>
</tr>
<tr>
<td>USFS</td>
<td>United States Forest Service</td>
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<tr>
<td>VFR</td>
<td>Visual Flight Rules</td>
</tr>
<tr>
<td>VNE</td>
<td>Velocity Never Exceed</td>
</tr>
<tr>
<td>VSWR</td>
<td>Voltage Standing Wave Ratio</td>
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</tbody>
</table>
SECTION C
CONTRACT TERMS AND CONDITIONS

C.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (APR 2014)
52.204-4 Printed or Copied Double-Sided on Recycled Paper (MAY 2011)
52.204-19 Incorporation by Reference of Representations and Certifications (DEC 2014)
52.228-5 Insurance – Work on a Government Installation (JAN 1997)
52.245-1 Government Property (ALTERNATE I)(APR 2012)
52.245-9 Use and Charges (APR 2012)

C.2 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (52.212.4) (DEVIATION 2017-1) (OCT 2018)

(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 re-performance of nonconforming services at no increase in contract price. If repair/replacement or re-performance 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.
SECTION C
CONTRACT TERMS AND CONDITIONS

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. 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.

(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, 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.
SECTION C
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(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—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, 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. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(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—
SECTION C

CONTRACT TERMS AND CONDITIONS

(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 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 41 U.S.C. 7109, 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.

(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.
SECTION C

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(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

(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.
SECTION C
CONTRACT TERMS AND CONDITIONS

(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.


(s) **Order of precedence.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
SECTION C
CONTRACT TERMS AND CONDITIONS

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations 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) Reserved

(u) Unauthorized Obligations

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.
SECTION C

CONTRACT TERMS AND CONDITIONS

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

C.3 RESERVED

C.4 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (52.212-5) (MAY 2019) (DEVIATION 2017-1)

(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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)


(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:


☑ (4) 52.203-17, Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (April 2014) (41 U.S.C. 4712 relating to whistleblower protections).