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Standard Form 1449

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SECTION A

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. REQUISITION NUMBER		PAGE 1 OF 89							
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30													
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER							
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Gloria Sanders				b. TELEPHONE NUMBER (No collect calls) 404-347-4023		8 OFFER DUE DATE/ LOCAL TIME					
9. ISSUED BY		CODE		10. THIS ACQUISITION IS		<input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE DISABLED VETEERAN- <input type="checkbox"/> 8(A) OWNED SMALL BUSINESS							
USDA Forest Service, R8, Acquisition Management Office Attn: Gloria Sanders 1720 Peachtree Road, Suite 876 South Atlanta, GA 30309				NAICS: 481212		SIZE STANDARD: 1500							
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED		12. DISCOUNT TERMS		<input type="checkbox"/> 13a THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13a. RATING							
<input type="checkbox"/> SEE SCHEDULE						14. METHOD OF SOLICITATION							
						<input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP							
15. DELIVER TO		CODE		16. ADMINISTERED BY		CODE							
17a. CONTRACTOR:		CODE		CODE		PAYMENT WILL BE MADE BY		CODE					
DUNS: TELEPHONE NO.													
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM									
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		Call When Needed (CWN) Type III Helicopters.											
25. ACCOUNTING AND APPROPRIATION DATA								26. TOTAL AWARD AMOUNT (For Govt. Use Only)					
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA								<input checked="" type="checkbox"/> ARE		<input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA								<input type="checkbox"/> ARE		<input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 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						<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:							
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)							
30b. NAME AND TITLE OF SIGNER (Type or print)			30c. DATE SIGNED			31b. NAME OF CONTRACTING OFFICER (Type or print)			31c. DATE SIGNED				

SECTION A

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
38. S/R ACCOUNTG NO.	39 S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT (<i>Location</i>)	
				42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

**SECTION B
SUPPLIES OR SERVICES AND PRICES**

B-1 Schedule of Items

Furnish Standard Category Type III 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 for the USDA Forest Service, Southern Region, (R8).

Upon Contractor's acceptance of an order from an authorized ordering office, the order becomes a binding contract under the prices, terms, and conditions stated herein.

N Number	Make	Model & Series	Equipped Weight ¹	HIGE/HOGE Reference	Daily Availability Rate ² FY 2012	Daily Availability Rate ² FY 2013	Daily Availability Rate ² FY 2014	Daily Availability Rate FY 2015	Project Hourly Flt Rate ³ FY 2012	Project Hourly Flt Rate ³ FY 2013	Project Hourly Flt Rate ³ FY 2014	Project Hourly Flt Rate ³ FY 2015
				HIGE:								
				HOGE:								
				HIGE:								
				HOGE:								
				HIGE:								
				HOGE:								
				HIGE:								
				HOGE:								
				HIGE:								
				HOGE:								

(Add Additional Sheets as Necessary)

¹ Equipped weight equals the Empty Weight (as listed in the Weight and Balance Data) **plus** the weight of lubricants, unusable fuel and onboard equipment required by contract (i.e., survival kit, rappel bracket). The helicopter's contracted equipped weight is determined using weight and balance data which was determined by actual weighing of the aircraft within 24-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 significantly affects the center of gravity of the aircraft. Helicopter contracted equipped weight shall not exceed 1% above the awarded contracted equipped weight during the Contract period, unless the Government requires additional equipment after award. Aircraft that fail to meet helicopter contracted equipped weight minimums, including the plus 1% allowance, shall be made unavailable under the terms of this Contract. Cowlings and doors shall not be removed to meet Contract equipped weight for performance.

² Offerors shall submit Daily Availability Rates that, when divided by 56, results in **whole** dollars, **not** dollars and cents. The awarded daily availability rate shall include all fixed and variable costs (depreciation, salaries, overnight allowances, relief crew transportation costs, overhead, permanent shop facilities, etc.) incurred in providing continuous service exclusive of those costs directly attributed to actual flight.

³ Project Flight Rates will not be used in the evaluation for award.

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

**SECTION B
SUPPLIES OR SERVICES AND PRICES**

B-2 Additional Information

Additional information that is required to be submitted is contained in Section E, Instructions to Offerors.

B-3 Extended Standby Rate

\$45 per hour for each authorized personnel.

B-4 Principle Base of Operation

Offeror shall enter the location of the "Principal Base of Operation" in accordance with the definitions found in Section C for the offered aircraft. The location of the Contractor's Operating Certificate is the determining factor as to where the Contract is administered. Therefore, the same aircraft number will not be awarded /administered under more than one Forest Service CWN contract.

Location (Physical Address)	State
-----------------------------	-------

Note: Offers for services on a "Call-When-Needed" Basis are being solicited from operators that hold certificates in the Southern Region, which include either Puerto Rico or one of the following States: Alabama, Arkansas, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, and Virginia.

B-5 Aircraft Performance Specifications (Minimum)

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

Use (Exhibit 13, Interagency Helicopter Load Calculation) and (Exhibit 12, Helicopter Services Hourly Flight Rates, Fuel Consumption, and Weight Reduction Chart) per aircraft type and the appropriate Hover Ceiling Charts (HIGE/HOGE as appropriate) from the approved Rotorcraft Flight Manual. No download needs to be applied for external (jettisonable) loads for solicitation evaluation.

Capability of hovering out-of-ground effect (HOGE) with the following conditions:

- 200 pounds for each required crew member
- 1½ hours of fuel (includes VFR fuel reserve) Fuel consumption shall be calculated using current (See Exhibit 11) for the power plant installed in aircraft.) (Jet Fuel = 7 pounds per gallon)
- 5,000 feet PA
- 30°C
- 380 pounds non-jettisonable payload

**SECTION B
SUPPLIES OR SERVICES AND PRICES**

B-6 Engine Requirements

Turbine engine(s).

B-7 Maximum Complement of Personnel by Aircraft Type

Maximum complement of personnel to be provided with each Standard Category Type III Helicopter is three (3), unless additional personnel are ordered by the Government.

B-8 Pilot Requirements (Shown by an X in the Block)

Pilot (Special qualifications identified below)

- Mountain Water Dropping Vertical Reference Aerial Ignition (PSD)

B-9 Aircraft Seating Capacity (minimum)

Five (5) place

B-10 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.

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

√	Description	Capacity	Quantity	Unit	Unit Price
	Seeder			Day	\$
	Fertilizer Spreader			Day	\$
	Fixed Suppressant/Retardant Delivery Tank (See Exhibit 4)			Day	\$
	Dip Tank/Water Pumps			Day	\$
	Spill Containment Barrier			Day	\$
	Firesno Aerial Foam System			Day	\$
	Contractor Furnished (CF) Helitorch Services (includes equipment, personnel, gelled fuel)			Day	Negotiated
	Closed Circuit Fueling System (Exhibit 7)				N/A
	Contractor furnished Long -line				N/A
	Long-line vertical reference qualified pilot				N/A
	Litter Kit				N/A
	GPS Data Connector (Exhibit 6)				N/A
	Additional GPS Antenna (Exhibit6)				N/A
	Long-Line/Remote Hook				N/A
	Alternate VHF-FM Transceiver				N/A
	Interphone-All passenger positions				N/A
	IFR qualified aircraft and Pilot				N/A
	Fuel/service Vehicle VHF-FM radio (Exhibit 6)				N/A
	Snow-landing equipment				N/A
	Interagency Aerial Ignition Guide Approved Equipment				N/A

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C-1 Scope of Contract

- A. The Contractor shall provide services of Type III Helicopters fully operated by qualified personnel and equipped to meet specifications contained herein for use in administration and protection of Public Lands.
- B. The Helicopter furnished will be used for incident support and may also 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 under separate order.
- C. The Government has Interagency and cooperative agreements with Federal and State Agencies and private landholders. Aircraft may be dispatched for such use.
- D. When operating in the Caribbean (Commonwealth of Puerto Rico and the United States Virgin Islands), Exhibit 3, Caribbean Supplement applies. See Exhibit 3, for additional requirements.

C-2 Certifications

- A. Contractors shall be currently certificated to meet 14 Code of Federal Regulations (CFR), 133 (External Load Operations), 135 (Air Taxi Operators and Commercial Operations), and 137 (Agricultural Aircraft Operations), as applicable. Any helicopter offered shall be listed by make, model, series, and registration number on the Operators Certificates.
- B. Helicopters shall conform to the approved type design, 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 aircraft will be maintained in accordance with the type certificates and applicable supplemental type certificates (STC).
- C. When ordered by the Government, helicopter(s) shall carry its fully rated capacity of passengers and/or cargo allowable as determined by the Interagency Helicopter Load Calculation method irrespective of the minimum requirements stated in the Schedule of Items. Load calculations shall be computed and completed by the pilot using Form FS 5700-17 or Form OAS-67.
- D. Each helicopter shall operate in accordance with an approved FAA Part 133, Rotorcraft Load Combination Flight Manual (RLCFM), unless the requirement is specifically waived by the CO. A copy of the RLCFM shall be kept with the aircraft at all times.
- E. All passenger-carrying flights, regardless of the number of passengers carried, shall be conducted in accordance with the Contractor's operations specifications.
- F. Helicopters shall be certificated in Normal or Transport Category.
- G. The Government may elect not to utilize individual Standard Category aircraft for passenger transport.

C-3 Government Furnished Property

- A. Disposition of all Government Furnished Property (GFP) provided, shall be in accordance with FAR Clause 52.245-1 (AUG 2010).
- B. The Government will deliver the following items to the Contractor upon arrival at the assigned work location:
 - 1. Interagency Aviation Transport of Hazardous Materials Handbook/Guide with any applicable Department of Transportation (DOT) Special Permit Letters and Emergency Response Guide.
 - 2. Personal fire shelter for each flight crewmember. Instruction in shelter deployment to be provided by the Helicopter Manager
- C. Foam Concentrate will be provided by the Government as needed in accordance with the most current Qualified Product List as specified at www.fs.fed.us/rm/fire

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C-4 Aircraft Requirements**A. General**

1. Aircraft 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's compliance, and aircraft status record, etc.) shall be made available to FS or DOI inspector(s).
3. Unless authorized by an approved Minimum Equipment List (MEL), aircraft shall not be approved or used if any accessory or instrument listed on the aircraft type certificate data sheet is inoperative.
4. Aircraft 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.

B. Condition of Equipment

1. Contractor-furnished aircraft and equipment shall be operable, free of damage, and in good repair. Aircraft systems and components shall be free of leaks except 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 aircraft 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 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 aircraft 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 aircraft 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. If the 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 new weight and balance as required by the Contract.

D. General Equipment

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 aircraft lighting for night operation in accordance with 14 CFR 91.209, plus instrument lights.
5. First Aid Kit Aeronautical (See Exhibit 1, First Aid Kit Aeronautical)

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

6. Survival Kit Aeronautical (See Exhibit 2, Survival Kit Aeronautical Lower 48)
7. Additional Suppression/Prescribed Fire Equipment (See Exhibit 5, Additional Suppression/Prescribed Fire Equipment) (as applicable)
8. Seat belts for all seats. One set of individual lap belts for each occupant.
9. 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 locking inertia reels for each front seat occupant. Shoulder straps and lap belts shall fasten with one single-point, metal-to metal and quick-release mechanism. Standard factory shoulder harnesses are acceptable for Aerospatiale and Bell transport category helicopters. Military style harnesses are acceptable. (Exhibit 4, Restraint Systems Condition Inspection Guidelines).
 - (iii) FAA approved single diagonal shoulder harness with inertia reel integrated with the lap seat belt with one single point metal-to-metal, quick release mechanism for each passenger position.
 - (iv) 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
 - (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.
10. One digital flight hour meter (Hobbs) installed in a location observable by the pilot and front seat observer while seated. The meter shall be wired in series with a switch on the collective control, and a switch activated by engine or transmission oil pressure or equivalent system, to record flight time (in hours and tenths of hours) only.
11. External load operations from other than the manufacturers designated pilot station are allowed only with approved operations specifications, applicable STCs, and appropriate designation on the aircraft Interagency Data Card. The pilot shall occupy the manufacturer's designated pilot station unless authorized by an STC to conduct external load operations from the left seat.
12. Convex mirror for observation of external loads and landing gear (not required for aircraft equipped ONLY for vertical reference operations).
13. 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.

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

14. 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.
15. Complete set of current aeronautical charts covering area of operation. The Contractor shall be responsible for providing navigation publications.
16. Dual controls are required for pilot evaluations.
17. One or more independently switched white or white and red strobe light(s) mounted on top of the helicopter or otherwise visible from above.

In accordance with 14 CFR 24.1401, Anticollision Light System (d) Color. Each anticollision light shall be aviation red and shall meet the applicable requirements of 14 CFR 27.1397. In order to meet contract specifications, Contractors shall obtain FAA approval (FAA Form 337) to alter the aircraft, if applicable.

18. High visibility markings on main rotor blades (See Exhibit 5, High visibility Markings on Main Rotor Blades)
19. Cargo Hook
 - a. One cargo hook that may be loaded and locked in a single motion with one-hand, and is rated at the maximum lifting capacity of the aircraft.
 - b. As a minimum, the cargo hook shall be completely disassembled and inspected with repairs made as required; lubricated and perform a full-load operational check every 24 calendar months.
20. Variable capacity collapsible bucket(s)
 - a. One (1) collapsible, variable capacity water/retardant buckets shall be furnished under this Contract.
 - b. The bucket, at 100 percent at manufactures rated capacity (+/-5%), shall be commensurate with the maximum OGE lifting capability of the helicopter at 5000 PA and 30 degrees C with a 200 pound pilot and 1 1/2 hours of total fuel. The bucket shall be capable of being operated with all increments of the long-line. No partial dips allowed. Note: When no commercially made buckets are available that meet the above criteria, it will be acceptable to substitute with a commercially available bucket of the next closest size.
 - c. Environmental operating conditions may dictate the need for more than one size bucket.
 - d. Helicopters equipped with electronic helicopter hook load measuring system (load cells) that provide a cockpit readout of the actual external load and a bucket that is equipped with a gating system that allows part of the load to be dispensed while retaining the remainder of the load are approved in lieu of the second bucket.
 - e. Capacity of each position or adjustment level shall be marked on the bucket. Collapsible buckets with cinch straps shall only be adjusted to the marked graduations (i.e., 90%, 80%, 70%). Attempts to establish intermediate graduations or capacities below the manufacturer's minimum graduation (by tying knots, etc.) is prohibited.
 - f. An Operations Manual for the type bucket(s) provided will be carried aboard the aircraft.
 - g. 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.
 - h. The jettison-arming switch, if applicable, shall be in the armed position during external load operations.
 - i. 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.

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

21. The bucket gate open/close switch(es) shall be clearly marked for "open" and "closed," spring-loaded to the "OFF" position, and mounted on the collective pitch lever to avoid confusion with the cargo hook release. The switch shall be of a different design and shall be mounted in such a way as to not easily be confused with the RPM Control (Beep) switch.
22. An auxiliary power connector (MS3112E12-3S) protected by a 5-amp circuit breaker connected to the avionics or main aircraft power buss shall be permanently mounted in a location convenient to the passenger compartment. Pin A shall be +24 VDC in 24 volt aircraft, Pin B shall be aircraft ground. Pin C shall be + 12 volts VDC in 12 volt aircraft. Never apply power to both Pin A and Pin C simultaneously.
23. Fuel Servicing Vehicle (Exhibit 7 Additional Avionics Equipment and Exhibit 8 Fuel Servicing Equipment Requirements). (Not required for Alaska).
24. FAA Approved Extended Height /High Skid Landing Gear (if available by STC or aircraft manufacturer).
25. FAA approved high visibility, pulsating, forward facing, conspicuity lighting.
26. FAA-approved locking cap(s) on all fuel filler ports.
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).
28. External cargo basket(s)/rack(s) with a closing mechanical latching lid 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.

C-5 Aircraft 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. Aircraft operated with components and accessories on approved 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.
3. Compliance with mandatory manufacturers' bulletins, FAA ADs, and the correction of maintenance deficiencies shall be accomplished prior to the start and during the period of Contract performance.
4. Contract performance may subject the aircraft engine to frequent smoke, sand and dust ingestion. All aircraft 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.

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6. A copy of the current maintenance record required by 14 CFR 91 shall be kept with the aircraft.
7. Maintenance of aircraft records shall be in accordance with the FAA Advisory Circular (AC) No. 43-9C as revised.
8. The Contractor shall immediately notify the CO of any change of an engine, power train, control, or major airframe component and circumstances inducing the change.
9. Routine maintenance shall be performed before or after the daily standby or as approved by the CO.
10. All inspection times and intervals shall comply with the Contractor's FAA Approved Maintenance Program.
11. Inspections shall be performed in a maintenance facility, or in the best field conditions available.
12. 100 Hour Maintenance Inspection. If at the beginning of the Mandatory Availability Period there are 50 or more hours remaining prior to a 100-hour inspection, that and subsequent 100-hour or, equivalent portion of phase inspections, may be performed without loss of availability, subject to the following limitations:
 - a. Aircraft may be released for performing maintenance at the end of the required standby during a duty day, if needed, until 1200 hours the following day without assessment of unavailability. The flight crew shall be available by the beginning of the scheduled duty day, or when the aircraft is ready for service.
 - b. Inspections shall be performed in either:
 - (1) Maintenance facility,
 - (2) Designated or alternate base, or
 - (3) Best Field conditions available.
 - c. Contractor shall notify the Contracting Officer at least 16 flight hours prior to initiation of the 100-hour inspection.
 - d. When the aircraft is available for service, it is the Contractor's responsibility to insure that the flight crew is also available.
 - e. If the aircraft and/or flight crew are not available by 1200 hours, or when aircraft is returned to service, unavailability will be assessed from that time until such time that they do become available.
 - f. When less than 50 hours remain before the initial 100-hour inspection, the first inspection shall be performed before or after the daily standby, or as approved by the Contracting Officer.
13. The aircraft's equipped weight is determined using weight and balance data which was determined by actual weighing of the aircraft within 24-calendar months preceding the starting date of the contract and following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft.
14. All weighing of aircraft shall be performed on scales that have been certified as accurate within the preceding 24-months. The certifying agency may be any accredited weights and measures laboratory.
15. Helicopter Contracted Equipped weight shall not exceed 1% above the awarded Contracted Equipped Weight during the Contract period, unless the Government requires additional equipment after award. Aircraft that fail to meet helicopter Contracted Equipped Weight minimums, including the plus 1% allowance, shall be unavailable under the terms of this Contract. Aircraft may be re-inspected in accordance with the "Re-inspection Expense" provisions.
16. A list of equipment installed in the aircraft at the time of weighing shall be compiled. The equipment list shall include the name 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, and arm 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

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indicating the last date of actual weighing or computation. The weight and balance shall be revised each time equipment is removed or installed.

17. 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 shall be removed from service. The below-minimum 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 aircraft is returned to Contract availability.

C-6 Aircraft and Equipment Security

- A. The security of Contractor provided aircraft and equipment is the responsibility of the Contractor.
- B. Aircraft shall be electrically and/or mechanically disabled by two independent security systems whenever the aircraft is unattended. Deactivating security systems shall be incorporated into preflight checklists to prevent accidental damage to the aircraft or interfere with safety of flight.
- C. Examples of Unacceptable disabling systems are:
 1. Locked door/windows; and/or
 2. Fenced parking areas.

C-7 Avionics Requirements

- A. A complete set of schematic and wiring diagrams, covering all installed avionics systems, shall be carried aboard each aircraft or the aircraft's dedicated service vehicle.
- B. Required avionics systems and contractor offered avionics/communication equipment must meet the performance specifications as specified in FS/OAS A-24 at: www.fs.fed.us/fire/niicd/documents.html
- C. The following required avionics systems shall be furnished, installed, and maintained by the Contractor in accordance with the manufacturer's specifications and the installation and maintenance standards.

C-8 Contractor Furnished Avionics Systems

A. Communications Systems

1. Emergency Locator Transmitters

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

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2. VHF-AM Transceivers

One panel mounted VHF-AM aeronautical transceiver (VHF-1), operating in the frequency band of 118.000 to 136.975 MHz, with a minimum of 760-channels in no greater than 25 kHz increments, and a minimum of 5-watts carrier output power.

3. VHF-FM Transceivers

(i) One P25 Digital aeronautical VHF-FM radio transceiver (FM-1). The transceiver shall operate from 150 to 174 MHz, permit the operator to program any usable frequency within that band while in flight, provide operator selection of both wide-band (25 kHz bandwidth/5 kHz modulation) and narrow-band (12.5 kHz bandwidth/2.5 kHz modulation) in addition to P25 Digital operation by channel for MAIN and GUARD operation. Transceivers shall be set to operate in the analog narrowband mode (typically indicated with a lower case "n") unless local conditions dictate otherwise.

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

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

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

(v) Aircraft having two or more aeronautical VHF-FM radio transceivers need only have a GUARD receiver in the first transceiver (FM-1).

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

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

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

(viii) All P25 digital radios will operate with current software as listed on www.fs.fed.us/fire/niicd/Hotsheet/Hotsheet.html. Software versions identified on this website by October 1st will be acceptable for the following year. The only exception is more up-to-date software versions as released by the manufacturer. P25 digital radios without a software version listing will be upgraded to the current version within six months of release by the manufacturer. As an example, Technisonic releases a new software version for their TDFM-136 radio on August 1st. The above website lists this new software version on September 15th. Therefore, all TDFM-136 radios must operate with this new software by January 1st. However, if the website did not list this new software until October 10th, the software would not be required until end of the following year.

4. Provisions for AUX-FM Portable Radios

a. The Contractor shall provide the necessary interface for installing and properly operating an auxiliary VHF-FM portable radio through the aircraft's audio control system(s). The interface shall consist of the appropriate wiring from the audio control system; terminate in an MS3112E12-10S type connector and utilizing the contact assignments as specified by drawing FS/OAS-17 (See www.fs.fed.us/fire/niicd/documents.html)

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- b. One weatherproof, external, broadband antenna (Comant type CI-177 or equal) covering the 150-174 MHz band, with associated RG-58A/U (or equivalent) coaxial cable and connector, terminated in a bulkhead-mounted, female BNC connector adjacent to the above 10-pin connector.
 - c. Mounting facilities, in accordance with the specifications of FAA AC 43.13-2A, for secure installation of the auxiliary VHF-FM portable radio in the cockpit shall be provided (Field Support Services (www.helifire.com) AUX-EPH-RB or equivalent). The location of the mounting facilities shall be such that, when connected with an 18-inch adapter cable, allows the co-pilot/observer full and unrestricted movement of the radio's controls.
 - d. Positive-polarity microphone excitation voltage shall be provided to the AUX-FM system from the aircraft DC power system through a suitable resistor network. A blocking capacitor shall be provided to prevent the portable radio microphone excitation voltage from entering the system. Sidetone for the AUX-FM shall also be provided (NAT AA34, Premier PA-34, or equivalent).
 - e. In lieu of the above AUX-FM requirements, the Contractor may substitute one aeronautical VHF-FM transceiver (FM-2) which meets the same requirements as FM-1 unless the second aeronautical VHF-FM radio transceiver (FM-2) is specifically required. When two aeronautical VHF-FM radio transceivers are required, the AUX-FM is also required.
5. Automated Flight Following
- a. One Automated Flight Following (AFF) system compatible with the governments AFF tracking network (Webtracker). Not all available AFF systems are compatible with Webtracker nor meet Webtracker's requirements. The contractor shall ensure that the AFF system offered is compatible with Webtracker. To view Webtracker's current compatibility requirements and a list of previously successful AFF equipment manufacturers, refer to <https://www.aff.gov>
 - b. The AFF system shall be powered by the aircraft's electrical system, installed per the manufacturer's installation manual, and operational in all phases of flight. AFF equipment shall utilize as a minimum: Satellite communications, an externally mounted antenna, provide data to the Government's Webtracker software, use aircraft power via a dedicated circuit breaker for power protection, and be mounted so as to not endanger any occupant from AFF equipment during periods of turbulence. Any AFF manufacturer required pilot display(s) or control(s) shall be visible/selectable by the pilot(s). Remote equipment having visual indicators should be mounted in such a manner as to allow visual indicators to be easily visible.
 - c. AFF communications shall be fully operational in the lower 48 states. Contractors accepting dispatches to the State of Alaska, Southern Canada, or Western Canada must have an AFF system capable of being tracked in these locations at all times. Not all manufacturers' AFF equipment communication links will operate effectively in all geographic areas.
 - d. The contractor shall maintain a subscription service through the AFF equipment provider allowing AFF position reporting for satellite tracking via Webtracker. The position-reporting interval shall be every two minutes while the aircraft is in flight. The contractor shall register their AFF equipment with the Boise Help Desk providing: Complete tail number, manufacturer and serial number of the AFF transceiver; aircraft make and model; and Contractor contact information. If the Contractor relocates previously registered AFF equipment into another aircraft, then the Contractor shall contact the Boise Help Desk making the appropriate changes prior to aircraft use. In all cases, the contractor shall ensure that the correct aircraft information is indicated within Webtracker. The Contractor shall contact the Boise Help Desk of system changes, scheduled maintenance, and planned service outages.
 - e. Registration contact information, a web accessible feedback form, and additional information is available at: <https://www.aff.gov>. The Boise Help Desk can be reached at (800) 253-5559 or (208) 387-5290.

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- f. Prior to the aircraft's annual Contract inspection, the Contractor shall ensure compliance with all AFF systems requirements. The Contractor shall additionally perform an operational check of the system. As a minimum, the operational check shall consist of confirming the aircraft being tested is displayed in Webtracker (indicating it is currently transmitting data to Webtracker) and that all information displayed in Webtracker is current. A username and password is required to access Webtracker. Log on to the AFF website at <https://www.aff.gov> to request a username and password, or contact the Boise help desk. When the aircraft passes the operational check, an aircraft log book entry shall be made.
- g. This clause incorporates Specification Section Supplement available at: <https://www.aff.gov/contractspecs> with the same force and effect as if they were presented as full text herein.

B. Navigation Systems

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

C. Transponder/Altitude Encoders

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

D. Static Pressure, Altimeter, and Automatic Pressure Altitude Reporting Systems

The aircraft's static system(s) shall be maintained in accordance with the IFR requirements of 14 CFR 91, and inspected and tested every 24-calendar months as specified by 14 CFR Part 43, appendix E.

E. Audio Control Systems

General

Two audio control systems (which may be combined in a single unit) shall be installed providing the pilot and observer/co-pilot separate systems. Each system shall provide pilot and observer/co-pilot with separate controls for selection of multiple receiver audio outputs and transmitter microphone/push-to-talk (PTT) audio inputs. Each system shall also provide pilot and observer/co-pilot with separate controls for adjustment of both ICS and receiver audio output levels. Note: One audio control system is required for aircraft designed for a single occupant (i.e. K-MAX).

F. Transmitter Selection and Operation

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

G. Receiver Selection and Operation

Separate controls shall be provided for both pilot and observer/co-pilot to select audio from one or any combination of available receivers. The aft exit passenger positions shall monitor the receiver(s) as selected by the observer/co-pilot (two positions minimum).

H. Radios and Systems

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

I. Earphones and Microphones

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

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

J. Push-to-Talk Systems

Separate Push-to-Talk (PTT) switches shall be provided for radio transmitter and ICS microphone operation at the pilot and observer/copilot positions. The pilot's PTT switches shall be mounted on the cyclic control. The observer/co-pilot's PTT switches shall be mounted on the cord to an earphone/microphone connector. In lieu of the observer/co-pilot's cord mounted PTT switches, a foot switch operated PTT system may be utilized. In aircraft requiring two pilots the observer/co-pilot's PTT system may be on the cyclic control. The aft exit passenger positions shall be equipped with an ICS PTT switch mounted on a cord to the earphone/microphone connector (two positions minimum).

K. Intercommunications Systems (ICS)

An ICS system shall be provided for the pilot, observer/co-pilot, and the aft exit passenger positions (2 positions minimum). ICS audio shall mix with, but not mute, selected receiver audio. An ICS audio level control shall be provided for each position above. Adjustment of the ICS audio level at any position shall not affect the level at any other position. A "hot mic" capability, controlled via an activation switch or voice activation (VOX), shall be provided for the pilot and observer/co-pilot. ICS sidetone audio shall be provided for the earphone corresponding with the microphone in use.

C-9 Avionics Installation and Maintenance Standards

- A. All avionics systems used in or on the aircraft for this contract and their installation and maintenance shall comply with all manufacturers' specifications and applicable 14 CFR requirements.
- B. Strict adherence to the recommendations in FAA AC 43.13-1B Chapter 11, "Aircraft Electrical Systems", and Chapter 12, "Aircraft Avionics Systems", as well as AC 43.13-2A Chapter 1, "Structural Data", Chapter 2, "Radio Installation", and Chapter 3, "Antenna Installation", is required.
- C. All avionics systems requiring an antenna shall be installed with a properly matched aircraft-certified, broadband antenna unless otherwise specified.
- D. Antennas shall be polarized as required by the avionics system and have a Voltage Standing Wave Ratio (VSWR) less than 2.5 to 1.
- E. Labeling and marking of all avionics controls and equipment shall be clear, understandable, legible, and permanent. Electronic label maker marking is acceptable.
- F. Avionics equipment mounting location and installation shall not interfere with passenger safety, space, and comfort. Avionics equipment will not be mounted under seats designed for energy attenuation. In all instances, the designated areas for collapse shall be protected.

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C-10 Operations**A. General**

1. Regardless of any status as a public aircraft operation, the Contractor shall operate in accordance with their approved FAA Operations Specifications and all portions of 14 CFR 91 (including those portions applicable to civil aircraft) and each certification required under this Contract unless otherwise authorized by the CO.
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.

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 shall be computed and completed by the pilot. (Exhibit 12, Interagency Helicopter Load Calculation)
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 allows and the pilot remains within the arc of the rotor(s). The pilot shall coordinate this action with the Helicopter Manager. Notwithstanding the above the aircraft must be shutdown and rotors stopped for pilot to exit aircraft or change seats.
5. Pilot will use an approved 14 CFR 135/121 or appropriate 133 or 137 cockpit checklist for all flight operations.
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 aircraft 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 including (as applicable):

- a. Use of seat belts and shoulder harness
- b. Ingress/Egress procedures
- c. Emergency Locator Transmitter (ELT)
- d. Oxygen system
- e. No smoking within 50-feet of the aircraft
- f. First Aid Kit

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- g. Survival Kit
- h. Personal Protective Equipment
- i. Location of Fire Extinguisher

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 approved flight following procedures.

12. Manifesting

Prior to any takeoff, the PIC shall provide the appropriate FS 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

Requires agency approval.

D. Flights with Cowling(s) or Doors Open/Removed

The Contractor is responsible for removal, reinstall and security of the doors. Flights with cowlings removed are not permitted. The aircraft external registration number shall be displayed in such a manner to not be compromised.

E. Bucket Operations

The following procedure shall be used for all bucket operations:

1. Determine allowable payload using the Interagency Helicopter Load Calculation, appropriate HOGE helicopter performance charts, and current local temperature and pressure altitude. Partial dips for performance planning purposes are not authorized.
2. At the beginning of the fuel cycle, bucket capacity shall be adjusted so that the bucket, when filled to the adjusted capacity, does not exceed the allowable payload.
3. Helicopters equipped with electronic hook load measuring systems that provide cockpit readout of the actual external load and a bucket that is equipped with a gating system that allows part of the load to be released while retaining the remainder of the load is authorized.
4. The calculation of the actual bucket payload shall be documented on the Interagency Helicopter Load Calculation Form. 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. The weight of the empty bucket and any associated suspension hardware (lines, cables, connectors, etc.) shall be included when calculating the actual payload.
5. Bucket capacity at each position or adjustment level shall be marked on the bucket. Collapsible buckets with cinch straps shall only be adjusted to marked graduations (i.e., 90%, 80%, and 70%). Intermediate graduations or capacities below the manufacturer's minimum graduation (by tying knots, etc.) are prohibited.

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6. Buckets shall be attached directly to the belly hook unless the pilot is approved for vertical reference.
7. Extension (Tag) lines of less than 50-feet are not permitted for bucket operations

F. Dual Controls

Dual controls are required and shall be made accessible to an approved agency Helicopter Inspector Pilot (HIP) for all pilot performance evaluations. Dual controls need not be removed from Type II aircraft; however, during flight operations the front seat not occupied by a pilot may only be occupied by a Helicopter Manager, or a briefed and authorized aerial observer. For Type III aircraft, the dual controls shall be removed except during pilot evaluation.

G. Exemption for Transportation of Hazardous Material (HazMat)

1. Helicopters may be required to carry hazardous materials. Such transportation shall be in accordance with DOT Exemption and the DOI or FS Aviation Transport of Hazardous Materials Handbook/Guide (NFES 1068). A copy of the current exemption and handbook/guide and emergency response guide shall be aboard each aircraft operating under the provisions of this exemption.
2. It is the Contractor's responsibility to ensure that Contractor employees who may perform a function subject to this exemption receives training on the requirements and conditions of this exemption handbook/guide. Documentation of this training shall be retained by the company in the employee's records and made available to the Government as required.
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 where when the type and quantity of the materials do not change, repeated notification is not required.
4. 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.

H. Inclement Weather

Inclement weather is any weather condition that is of sufficient severity that affects air operations and could present a threat of damage to vendor aircraft. Although there will sometimes be some overlap, this section is not meant to cover what are usually referred to as "disasters" wherein a state of emergency may be declared or where emergency management plans are in effect.

The Contractor has the sole discretion to determine when a weather condition is present that could result in damage to the contracted aircraft. The government will not prevent the Contractor from safe guarding the contracted aircraft.

Upon notification from the Contractor that inclement weather is present and desires to safe guard the aircraft, the government will act in a timely manner. If the government retains operational control of the aircraft, the Contractor will determine where a safe location to reposition the aircraft is. When the aircraft is released to the Contractor for their convenience, the Contractor will assume all responsibility and cost.

The Contractor will bear the sole responsibility and cost of hangering the contract aircraft.

I. Helicopter Manager Delegated Authorities

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

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

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2. Order aircraft services as provided in the Contract.
3. Secure compliance with all Contract provisions and specifications, and issue Work Orders/Notices of Non-Compliance as needed.
4. Conduct investigations and prepare Statements of Findings when requested by the CO.
5. Suspend operations pending the removal or reinstatement of unsatisfactory equipment or personnel by the CO.
6. Coordinate temporary substitutions of aircraft and pilot(s) with the CO.
7. Initiate and sign correspondence and other Contract administration documents over the title "Helicopter Manager."
8. Maintain daily diary of Contract activities.
9. Document availability, flight times, and other payment items on the Flight Use Report.
10. Document and verify reasonable transportation costs for ordered additional personnel and relief crews.
11. Establish daily schedules.
12. Approve authorized breaks.
13. Review the Helicopter Data Record for Inspection and Approval currency.
14. Review the Pilot's and Mechanics Interagency Qualification Card(s) for currency and qualifications.
15. Complete and submit Performance Report. (Exhibit 15, Performance Report).
16. Review Contractor Power Trend Analysis Graph.

C-11 Contractors Environmental Responsibilities

1. The Contractor is responsible to ensure that all maintenance, fueling, and flight activities do not cause environmental damage to property or facilities.
2. 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.
3. 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.

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 fueller used regardless of bulk storage container (tank) size.

C-12 Personnel

A. General

- (1) Pilots, fuel servicing personnel, and mechanics shall speak English fluently and communicate clearly.
- (2) Only essential crewmembers are authorized on tactical flight missions. The Mechanic and Fuel Service Vehicle Driver are considered non-essential crew members and are not allowed to be onboard the helicopter during tactical flight missions.

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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

B. Pilot Approvals and Qualifications

1. Interagency Pilot Inspectors will verify that Contractor pilots meet the experience and qualification requirements.
2. Each PIC shall pass an agency flight evaluation check. 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.
3. Pilots shall complete appropriate portions of the Helicopter Pilot Qualifications and Approval Record (Form FS-5700-20a or OAS-64) prior to evaluation. When approved, each pilot will be issued an Interagency Helicopter Pilot Qualification Card documenting make, model and series of aircraft approved to operate and the missions each pilot is approved to perform.

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 of 14 CFR 135 Airman Competency Proficiency Check (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.
5. Notwithstanding, 14 CFR 61.58(b), "Recent Flight Experience" helicopter PICs shall meet requirements of 14 CFR 61.58(a).
6. Proof of qualifications to meet 14 CFR 137.53 for congested areas.
7. Each pilot shall pass an agency flight evaluation in make, model, and series -conducted over typical terrain.
8. Pilots may function as mechanics providing the pilot meets all the Mechanic Qualifications.

Pilot duty limitations will apply to the pilot when functioning as a mechanic. 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. A mechanic, other than the pilot, shall perform 50-hour, 100-hour, or progressive inspections. 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.

1. <u>All Helicopters Minimum</u>	<u>Experience Flying Hours</u>
Total Time.....	1,500
 <u>Pilot –in-Command Hours:</u>	
Total Pilot-in Command (Helicopter).....	1,500

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Helicopter, Preceding 12 months.....	100
Weight Class	100
Make and Model	50*
Make, Model, Series, Last 12-Months	10
Helicopter Last 60 days	10
and	
Turbine helicopter operations	100
or	
Piston helicopter operations	200

* 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.

2. 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
and	
Long Line Vertical Reference (VTR) Experience	10
Annual Long Line VTR Recurrency Training	2

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

E. Pilot - Equipment Proficiency

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

F. Pilot - Vertical Reference Proficiency (if applicable)

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

G. Co-pilot Requirements (if applicable)

Co-pilots/Second-In-Command (SIC) shall meet requirements of operator's certificate. C0-pilots 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 or foreign equivalent with both ratings 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 immediately preceding the start date of the contract.
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.

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3. The mechanic must show evidence of maintaining a helicopter of the same make and model as offered 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.
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 of the mechanic has 12-months maintenance experience on a helicopter of the same make and model offered.
5. 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 option 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

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

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 are expected to 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 shall be suspended from performing pilot duties 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 may be suspended from performing pilot duties 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. Suspension will continue 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, Aircraft, and Equipment

- A. The Contractor may substitute or replace aircraft or equipment equal to or greater than contract awarded performance aircraft / equipment after receipt of written approval by the Contracting Officer.
- B. Request for substitution will be made at least ten (10) days prior to the proposed exchange, except for unforeseen conditions.
- 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 Relief Crews

The Contractor may furnish a relief crew to meet the days off requirement in accordance with C-17, Flight Hour and Duty Limitations. Payment will be made in accordance with C-39 Relief Crew Approval and Payment. Approval to furnish relief crews and costs for transporting of relief crews will be approved in advance by the Contracting Officer. Approval will be noted on the payment invoice in the remarks section.

C-17 Flight Hour and Duty Limitations

- A. All flight time, regardless of how or where performed, except personal pleasure flying, will be reported by each flight crewmember and used to administer flight hour and duty time limitations. Flight time to and from the Designated Base as a flight crewmember (commuting) will be reported and counted toward limitations if it is flown on a duty day. Flight time includes, but is not limited to: military flight time; charter; flight instruction; 14 CFR 61.56 flight review; flight examinations by FAA designees; any flight time for which a flight crewmember is compensated; or any other flight time of a commercial nature whether compensated or not.
- B. For each day during mobilization and demobilization, duty time will be computed based on the Time Zone at the point-of-hire.
 1. Pilots
 - a. 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.
 - b. Flight time shall not exceed a total of 8-hours per day.
 - c. Pilots accumulating 36 or more flight hours in any 6-consecutive duty-days shall be off duty the next day. Flight time shall not exceed a total of 42-hours in any 6-consecutive days. After any 1-full off-duty day, pilots begin a new 6-consecutive day duty-period for the purposes of this clause, providing during any 14-consecutive day period, each pilot shall have two full days off-duty. Days off need not be consecutive.
 - d. Assigned duty of any kind shall not exceed 14-hours in any 24-hour period. Within any 24-hour period, pilots shall have a minimum of 10-consecutive hours off duty immediately prior to the beginning of any duty-day. Local travel up to a maximum of 30-minutes each way between the work site and place of lodging will not be considered duty time. When one-way travel exceeds 30 minutes, the total travel time shall be considered as part of the duty day.
 - e. Duty includes flight time, ground duty of any kind, and standby or alert status at any location.

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- f. 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.
- g. 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).
- h. Pilots may be relieved from duty for fatigue or other causes created by unusually strenuous or severe duty before reaching duty limitations.
- i. 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.
- j. 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.

2. Mechanics

- a. 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.
- b. Mechanics will have 2 full calendar days off duty during any 14-day period.
- c. Duty includes standby, work, or alert status at any location.
- d. Mechanics may be removed from duty for fatigue or other causes created by unusually strenuous or severe duty before reaching duty limitations.
- e. The mechanic shall be responsible to keep the Government apprised of their ground duty limitation status.
- f. Relief or substitute mechanics reporting for duty may be required to furnish a record of all duty time during the previous 14-days.
- g. When the mechanic serves as the fuel servicing vehicle driver, the more stringent of the duty limitations apply.

3. Fuel Servicing Vehicle Drivers

- a. It is the Contractors' responsibility to insure that employees comply with DOT Safety Regulation 49 CFR Part 390-399, including duty limitations.
- b. 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.
- c. The fuel servicing vehicle driver will be responsible to keep the Government apprised of their ground duty limitation status.
- d. 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-18 Accident Prevention and Safety

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

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

- B. Following the occurrence of a mishap, the Government will evaluate whether noncompliance or violation of provisions of the contract, the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices, programs, and/or negligence on the part of the company officers or employees may have caused or contributed to the mishap. The occurrence of the mishap may constitute default in the performance of the contract. And entitle the Government to exercise the right to terminate the contract.
- C. The Contractor shall keep and maintain programs necessary to assure safety of ground and flight operations. The development and maintenance of these programs are a material part of the performance of the contract. When, in the sole judgment of the Contracting Officer, the safety programs will not adequately promote the safety of operations, the Government may terminate the contract for cause as provided in the "Contract Terms and Conditions" as stated herein.

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

C-19 Mishaps

A. Reporting

The Contractor shall, by the most expeditious means available, notify the National Transportation Safety Board (NTSB) and the FS when an "Aircraft Accident" or NTSB reportable "Incident" occurs within any company operations. Also, the FS shall immediately be notified when an "Incident-with-Potential" occurs.

B. Forms Submission

1. Following an "Aircraft Accident" or when requested by the NTSB following the notification of a reportable "incident," the Contractor shall provide the FS with the information necessary to complete a NTSB Form 6120.1/2.
2. The NTSB Form 6120.1/2 does not replace the Contractor's responsibility, within 5-days of an event, to submit to the FS a "SAFECOM" to report any condition, observance, act, maintenance problem, or circumstance that has potential to cause an aviation-related mishap.
3. Blank SAFECOMS and assistance in submitting SAFECOMS can be obtained from the FS, via the SAFECOMS website at: www.safecom.gov.

C. Wreckage Preservation

1. The Contractor shall not permit removal or alteration of the aircraft, aircraft equipment, or records following an "Aircraft Accident", "Incident", or "Incident-with-Potential" which results in any damage to the aircraft or injury to personnel until authorized to do so by the CO. Exceptions are when threat-to-life or property exists; the aircraft is blocking an airport runway, etc. The CO shall be immediately notified when such actions take place.
2. The NTSB's release of the wreckage does not constitute a release by the CO, who shall maintain control of the wreckage and related equipment until all investigations are complete.

D. Investigation

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

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E. Related Costs

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

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-20 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 while flying shall wear an approved protective flight helmet with chinstrap fastened.
2. Aviators flight helmet, consisting of a one-piece hard shell made of polycarbonate, Kevlar, carbon fiber, or fiberglass, shall 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. Flight helmets for helicopter usage shall conform to a national certifying agency standard, such as DOT, Snell, SFI, or an appropriate military standard, or appropriate equivalent standard, and be compatible with required avionics. "Shorty" (David Clark style) helmets are not approved.
3. Flight helmets currently meeting this requirement are known to include:
 - a. SPH-, 4B, 5, 8
 - b. HGU-56, 84
4. 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:
 - a. FRT Cotton Denim Cloth, MIL-C-24915
 - b. 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:

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- a. Shirt with long-sleeves overlapping gloves, long-pants, hardhat/flight helmet with chinstrap, appropriate footwear, hearing and eye protection.
 - b. Maintenance personnel working on running aircraft are exempt from gloves, eye protection (eye protection may be worn at the option of maintenance personnel or company policy), long sleeves, and hardhat requirements.
2. During all fueling operations, fuel-servicing personnel shall wear a long-sleeved shirt, long trousers, boots, and gloves. The shirt and pants must be made of 100% cotton or other natural fiber, or be labeled as non-static.

E. Personal Flotation Devices

1. A personal flotation device (PFD) required by 14 CFR 91 shall be worn by each individual on board the helicopter when conducting operations beyond power-off gliding distance to shore, and during all hovering flight operations conducted over water sources such as ponds, streams, lakes, and coastal waters.
2. Automatic inflation (water activated) personal flotation devices shall not be allowed.

C-21 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 thereof, an inspection of the Contractor's equipment and personnel will be made. Inspections may be scheduled by mutual agreement between the government and the Contractor. The inspection will take place at the Designated Base or other location as approved by the government.
2. The aircraft, pilot, relief pilot, mechanic, fuel vehicle driver, and fuel servicing vehicle will be made available for inspection.
3. At the scheduled inspection, the Contractor shall provide a complete listing of all FAA ADs and Manufacturer's Mandatory Service Bulletins (MSBs) applicable to the make, model, and series of aircraft being offered. Documentation of compliance to each AD and MSB will include date and method of compliance, date of recurring compliance, and an authorized signature and certificate number will be recorded. The list shall be similar to that shown in AC 43-9, as amended.
4. All components or items installed in the offered aircraft that are subject to specified time basis or schedule (time/calendar life) for inspection, overhaul, or replacement shall be listed and made available to the Government at time of inspection. The list shall include component name, serial number, service life or inspection/overhaul time, total time since major inspection, overhaul, or replacement and hours/cycles calendar time remaining before required inspection, overhaul, or replacement. The list shall be similar to that shown in AC 43-9, as amended.
5. The Contractor may be required to furnish a copy of the procedures manual and revisions as required by 14 CFR 135 (as applicable).
6. 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.
7. The fuel service vehicle approval is only an indication that the vehicle meets the additional equipment requirements, and in no way indicates that the vehicle meets any requirement of 49 CFR.
8. The items described below shall be made available at the pre-use or renewal inspection:
 - a. Certificates/Contract
 - (1) Copy of 14 CFR 133 External Load Operations (aircraft listing)
 - (2) Copy of 14 CFR 135 Operations Specifications (as applicable)

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- (3) Copy of 14 CFR 137 Agricultural Aircraft Operations
- (4) Complete copy of award document, including modifications, with each aircraft.

b. Pilot(s)

- (1) Completed Pilot Qualifications and Approval Record Form, and pilot records.
- (2) FAA pilot certificates
- (3) Current FAA pilot medical certificate
- (4) Pilot 14 CFR 135 Airman Competency/Proficiency Check (FAA Form 8410-3). For Restricted Category helicopters, an equipment check endorsement by the chief pilot. For Restricted Category helicopters requiring two pilots, competency proficiency checks per 14 CFR 61.
- (5) Pilot 14 CFR 133 competency endorsement.
- (6) Completed Interagency Guidelines for Vertical Reference/External Load Training Standards form for each pilot requiring a long-line endorsement. (Exhibit 9, Interagency Guidelines for Vertical Reference/External Load Training Standards Form)
- (7) The Contractor shall ensure that each pilot reviews the Award and signs the Interagency Pilot Operations Briefing Certificate. A current signed certificate is due to the government annually. Certificates will be maintained with the pilot approval records. (Exhibit 8, Pilot Operations Briefing Certificate)

c. Equipment

- (1) Appropriate equipment installed, or available to be installed, on the aircraft for the flight evaluation; i.e. dual controls, communications and navigation equipment and bucket.
- (2) Long-line(s) of at least 150 feet and a suitable weight shall be available. (if applicable)
- (3) Aircraft maintenance records.
- (4) Fuel servicing vehicle available.
- (5) Additional Equipment as offered.

d. Mechanic(s)

- (1) A&P Mechanic available.
- (2) Completed A&P Qualifications and Approval Record Form with applicable qualifying mechanic's records

C-22 Pre-Use Inspection Expenses

- A. All operating expenses incidental to the inspection shall be borne by the Contractor.
- B. Pilot evaluation flights may require up to 2-hours of flight time for each pilot as deemed necessary by the CO. All evaluation flights shall be performed in a helicopter of like make and model furnished for the contract. (Exhibit 11, Helicopter Make/Model/Series Lists)
- C. The Contractor shall ensure that a set of fully operational dual flight controls are installed in the aircraft during all pilot evaluation flights.

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C-23 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 will be responsible for the cost of the re-inspection. Re-inspections will be performed at a time and location mutually agreed to by the Contractor and the government.

C-24 Inspections During Use

- A. At any time during the performance period, the government may require inspections/tests as deemed necessary to determine that the Contractor's equipment and/or personnel currently meet specifications.
- B. Should the inspections/tests reveal deficiencies that require corrective action and subsequent re-inspection, the actual costs incurred will be the responsibility of 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, or a Helicopter Association International (HAI) Maintenance Malfunction/Information Reporting Form 9 (as applicable).

C-25 Contract Period and Renewal Option

The period of performance shall extend from date of the award through the end of the fiscal year. The Government will have the option to renew the service for three separate twelve month renewal periods, provided that the CO serves notice of intent to renew at least 60-days prior to Award 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-26 Authorized Ordering Activities

The Southern Region Coordination Center (SACC) is the only office authorized to place orders under this Agreement. Contractors shall not accept orders from any other source.

C-27 Ordering Procedures

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

- A. 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 aircraft offered on this Agreement. Computed performance, allowable payload for conditions expected at the assigned work location, aircraft configuration, location of aircraft and crew at the time of the need may take precedent over other factors including cost when ordering aircraft.
- B. The Government does not guarantee the placement of any orders for service under this Agreement and the Contractor is not obligated to accept any orders. However, once the Contractor accepts an order, the Contractor is obligated to perform in accordance with the terms and conditions stated herein.

C-28 Point-of-Hire

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

C-29 Assigned Work Location(s)

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

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C-30 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-31 Daily Availability Requirements

- A. Equipment. Continental United States - Helicopters and associated equipment will be available 14-hours each day beginning at start of morning civil twilight, unless otherwise specified by the CO. Helicopters and associated equipment will not be removed from the Assigned Work Location without the approval of the CO.
- 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 aircraft. During the Standby period, the personnel/aircraft shall be able to respond to a dispatch within 15-minutes unless an alternate response time is established by the CO.
 2. Extended Standby (that period over 9 hours per day per 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 and from place of lodging. Extended standby must be specifically ORDERED and documented on the Flight Use Report by the Government and only in unusual circumstances will the Government compensate the Contractor for extended standby when 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 1-hour to return to standby status after the contact attempt is made. Failure to return to work within 1-hour will result in loss of availability.
 4. Release-from-Duty. The Contractor's personnel may be released and be considered off duty prior to completion of their individual crew duty limitation period. Once released, the Contractor personnel are not required to return to Standby status the same day. Service shall be recorded as fully available provided the CO has approved release of the Contractor's personnel in advance.

C-32 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 will not be assessed when pilot(s) has reached flight and/or duty limitations while performing under this Contract. In addition the aircraft will not be considered unavailable when the mechanic is not physically at the base of operations but is in contact and is within a 1 hour commute of base. Unavailability will continue to be assessed as per unavailability clause for mechanical breakdown, etc.
- B. 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. If consistent failure to respond to dispatches occurs, the CO retains the right to require check flights at Contractor's expense.

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- C. Periods of Unavailability will be accumulated for the day and rounded-up to the next quarter hour whenever the Contractor fails to comply with the requirements specified herein. Availability for the helicopter and equipment will be reduced by 1/56 for each quarter hour service is unavailable.

C-33 Payment for Flight

- A. Flight time will be computed in hours and tenths of hours as recorded by the collective activated digital flight hour meter (Hobbs) on the helicopter.
- B. Payment for flight time will be made only when flight is properly ordered by designated personnel.
- C. The Government does not guarantee any flight time.

C-34 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.
- 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, overhead, permanent shop facilities, etc.) incurred in providing continuous service exclusive of those costs directly attributed to actual flight.

C-35 Payment for Extended Standby

- A. Extended standby 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.
- 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.

C-36 Payment for Project Work

- A. Services may be ordered for short periods of time (normally 1-day or less) to accomplish project work.
- B. When service is ordered under the Project 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 Rate is in effect and

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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.)

- C. 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). When the Daily Availability method of payment is used, RON fees are not applicable.
- D. 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.

C-37 Reimbursement for Mobilization and Demobilization Costs

- A. During mobilization and demobilization, on any day in which flight is performed and no Daily Availability is earned, a lump sum of \$500 per day per authorized crewmember will be paid. Flight time performed will be paid at the applicable flight rate. (Exhibit 12, Helicopter Services Hourly Flight Rates, Fuel consumption, and Weight Reduction Chart).
- B. Mobilization and Demobilization is not applicable if the helicopter is reassigned. The rate in affect for a reassignment is the daily availability rate plus fight.
- C. Mobilization and Demobilization is 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. Submit a copy of an itemized receipt for cost(s) in excess of \$75.00 to the designated payment office. Salary costs for Contractor employee(s) while in travel status will not be paid.
- G. Claims for reimbursement shall be documented on the FS or DOI Flight Use Report and supported by invoice(s) and/or document(s) when required. Payment will not be made unless required invoice(s) and/or document(s) are attached to the Flight Use Report as incurred.
- H. Failure to perform upon arrival at the Assigned Work Location may result in non-payment of all mobilization and demobilization costs.
- I. When an aircraft is released from the Assigned Work Location, demobilization costs will be paid back to the original point-of-hire providing that is the immediate destination after release. Should the aircraft not immediately return to the original point-of-hire, demobilization costs will only be paid as they actually occur.
- J. During mobilization, if cancellation occurs after flight has commenced, the Contractor will be compensated in accordance with the above provisions.

C-38 Ordering/Payment for Additional Personnel

The CO may order an additional pilot or crewmember on an intermittent basis to maximize usage of the helicopter. The pilot or crewmember may be furnished at the option of the Contractor. All terms and conditions of the Contract 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.
- 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 cease to exist.

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C-39 Relief Crew Approval and Payment

- (A) The Contractor may furnish a relief crew to meet the days off requirement in accordance with C-17, 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 receipts and must be available for review by the Helicopter Manager. Receipts should include itineraries supporting round trips, names of travelers, etc. This cost reimbursement does not apply to primary crews. Salary costs for Contractor employees while in travel status is not a cost for which the Government will reimburse the contractor.

C-40 Ordering Additional Equipment

- A. When additional equipment listed in the Schedule of Items is expressly ordered by the CO on the original aircraft order, the Contractor will be paid the daily rate for each day the equipment is on site and available until released by the CO.
- B. Additional equipment not expressly ordered with the aircraft but made available on site by the Contractor will be paid only for each unit of actual ordered use.

C-41 Additional Aircraft after Contract Award

After Contract award, aircraft with performance equal to or better may be added at the CO's option. The rate will be the same Daily Availability rate as aircraft originally awarded. The specified flight rate will be for the make and model being added.

C-42 Meals

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

C-43 Payment for Fuel Servicing Vehicle Mileage

- A. A fuel-servicing vehicle is required for all fire support use. At the CO's option, a fuel-servicing vehicle may be ordered for project work.
- B. The price of the vehicle is included in the daily availability rate or project flight rate offered for both fire and project use.
- C. When dispatched by the Government, applicable mileage rates will be paid to and from the Assigned Work Location, beginning at the Contractor's Principle Base of Operations or from the location of the vehicle at the time of order, whichever is closer. Payment will be made only for miles driven in support of the aircraft. Mileage rate schedule follows:

\$3.51 per mile - where the carrying capacity of aircraft fuel is 1,500-gallons or more

\$2.45 per mile - where the carrying capacity of aircraft fuel is at least 750 gallons to 1,499 gallons

\$1.83 per mile - where the carrying capacity of aircraft fuel is at least 350 gallons to 749-gallons

\$1.35 per mile - where the carrying capacity of aircraft fuel is less than 350-gallons

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C-44 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 Work Location due to lack of road access.
 - 2. When Contractor has to arrange for fuel support at an Assigned Work Location 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 submitted copies of paid invoices.
- 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 Report.

C-45 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. Invoice or invoice copies must be submitted to substantiate actual cost.
- B. Any foam concentrate provided by the Contractor shall be on the list of Approved Foam Products found at the following website: www.fs.fed.us/rm/fire .

C-46 Miscellaneous Costs to the Contractor

- A. Miscellaneous, unforeseen costs incurred by the Contractor while performing an order under this Agreement may be reimbursed at actual cost when approved by the CO. Examples of such items are airport landing fees, fuel flowage, airport use costs (tie-downs) truck permits or taxes at points-of-entry. A paid receipt shall support any cost claimed.
- B. Claims for reimbursement shall be documented on the Flight Use Report and supported by receipt(s) and/or document(s) when required. Payment will not be made unless required receipt(s) and/or document(s) are attached to the Flight Use Report as incurred.

C-47 Payment Procedures

- A. Services Ordered and Received
 - 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 this 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 designed 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.

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C-48 Definitions

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 crew furnished by Contractor to replace primary crew).

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 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.

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

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 bases" 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.

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.

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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. 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 24-calendar months preceding the starting date of the contract and following any major repair or major alteration or change to the equipment list which significantly 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 contract (i.e., survival kit, rappel anchor).

The helicopter's contracted equipped weight is determined using weight and balance data which was determined by actual weighing of the aircraft within 24-calendar months preceding the starting date of the contract and following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft.

Helicopter contracted equipped weight shall not exceed 1% above the awarded contracted equipped weight during the Contract period, unless the Government requires additional equipment after award. Aircraft that fail to meet helicopter contracted equipped weight minimums, including the plus 1% allowance, shall be made unavailable under the terms of this Contract.

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 contract to the Government.

Flight Rate. The contract unit price per hour of flight time as found in the Table of Flight Rates 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.

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.

Helitanker. An aerial delivery system that is a helicopter configured for the dispensing of fire retardant or fire suppressant material. Airtanker Board criteria shall apply to helicopters with a minimum capacity of 700 gallons or more.

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

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

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

Incident-With-Potential. An incident that narrowly misses being an accident and in which the circumstances indicate significant potential for substantial damage or serious injury. Final classification will be determined by the agency Aviation Safety Manager.

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

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

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

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

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

Long-line. Any combination of load and line that is greater than 50 feet.

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.

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 thereof 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.

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.

Principle Base of Operations. The primary operating location of a 14 CFR Part 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.

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. A turbine powered helicopter which is certificated in the normal or transport category, operated and maintained in accordance with 14 CFR 135 by an operator holding an Air Carrier Certificate. These helicopters may be used for all types of operations such as passengers, reconnaissance, tank or bucket operations, and cargo.

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,

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wheels, tires, flaps, engine accessories, brakes, or wing tips are not considered "substantial damage" for the purpose of this part.

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

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

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

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

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

C-49 Abbreviations

A&P	Airframe & Powerplant (Mechanic)
AC	Advisory Circular
AD	Airworthiness Directive
AFF	Automated Flight Following
ASP	Aviation Safety Plan
ATC	Air Traffic Control
ATCO	Air Taxi/Commercial Operators
CAB	Civil Aeronautics Board
CG	Center of Gravity
CO	Contracting Officer
CFR	Code of Federal Regulations
COR	Contracting Officer's Representative
COTR	Contracting Officer's Technical Representative
CWN	Call-when-Needed (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
FAR	Federal Acquisition Regulations
FPMR	Federal Property Management Regulations
GPM	Gallons-Per-Minute
FSS	Flight Service Station
HIP	Helicopter Inspector Pilot
IATB	Interagency Airtanker Board
HOS	Helicopter Operations Specialist
ICAO	International Civil Aviation Organization
IFR	Instrument Flight Rules
IMC	Instrument Meteorological Conditions
M&IE	Meals and Incidental Expenses
MSL	Mean Sea Level
NTSB	National Transportation Safety Board
NOTAM	Notice to Airmen
PA	Public Address System
PASP	Project Aviation Safety Plan
PIC	Pilot-in-Command
PTT	Push-To-Talk
RAO	Regional Aviation Officer
RASM	Regional Aviation Safety Manager
RON	Remain-Over-Night
SIC	Second-in-Command/Co-Pilot
STC	Supplemental Type Certificate
TBO	Time Between Overhaul

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TCAS	Traffic Collision Avoidance System
USDA-FS	United States Department of Agriculture-Forest Service
VFR	Visual Flight Rules
VNE	Velocity Never Exceed
VSWR	Voltage Standing Wave Ratio

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EXHIBIT 1 First Aid Kit Aeronautical

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

Item Description	Passenger Seats (0 – 9)	Passenger Seats (10 – 50)
Adhesive bandage strips (3 inches long)	8	16
Antiseptic or alcohol wipes (packets)	10	20
Bandage compresses, (4-inch)	2	4
Triangular bandage compresses, 40 inch (sling)	2	4
Roller bandage, 4 inch x 5 yards (gauze)	2	4
Adhesive tape, 1 inch x 5 yards (standard roll)	1	2
Bandage scissors	1	1
Body Fluids Barrier Kit:	1	1
▪ 2-pair of latex gloves, or equivalent		
▪ 1-face shield		
▪ 1-mouth-to-mouth barrier		
▪ 1-protective gown		
▪ 2-antiseptic towelettes		
▪ 1-biohazard disposal bag		

Note: Splints are recommended if space permits.

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EXHIBIT 2 Survival Kit Aeronautical (Lower 48)

The contents will include the following minimum items:

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

Suggested Survival Kit Items Dependent Upon Terrain and Climate:

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

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

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**EXHIBIT 3 CARIBBEAN SUPPLEMENT
(Commonwealth of Puerto Rico and the United States Virgin Islands)**

The following provisions shall apply when operating in the Caribbean (Commonwealth of Puerto Rico and the United States Virgin Islands). All other provisions not expressly changed herein continue to apply.

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

(1) SECTION C, General Equipment

Additional Equipment:

- A. An inflatable helicopter flotation system adequate to accomplish a safe emergency ditching (14CFR 136.11).
- B. Complete set of current aeronautical charts and navigation publications covering areas of operation within Caribbean.
- C. Survival kit: Emergency equipment: Extended overwater operations (14 CFR 135.167).

FUEL SERVICING VEHICLE SPECIFICATIONS

- A. A fuel servicing vehicle and driver are not required.
- B. The Government may furnish, transport, and store all aircraft fuel required at no expense to the Contractor.

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

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

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

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

AVAILABILITY OF MECHANICS

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

(2) SECTION C Payment for Availability

Operations in Caribbean will be scheduled by the Government in accordance with flight time/duty time limitations

Measurement of availability will be reduced, as specified below, for each hour or portion thereof service is listed as unavailable to the Government. Periods of Unavailability will be accumulated for the day and posted on the FS-6500-122 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

Payment for Extended Standby is applicable for Caribbean assignments.

(4) SECTION C, Transporting of Relief Crew

If ordered by the Government, the Contractor shall be reimbursed for the cost incurred in delivering personnel to the reporting base NOT TO EXCEED the round trip coach fare from Hartsfield-Jackson Atlanta International Airport. The ordering of additional personnel shall be annotated, (including date and time ordered) on the Flight Use Report and signed

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by the Government Representative placing the order. The Contractor agrees to deliver additional crew to the host base within 48 hours after notification. Reimbursement shall be supported by paid receipts and the passenger coupon or legible certified true copies. 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.

- (5) AIRCRAFT FUEL. The cost of fuel furnished by the Contractor in lieu of Government Furnished fuel while operating in Caribbean 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.

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 THE CARIBBEAN. Flights through the Caribbean will be paid at the wet rate.

- (7) SECTION C, Payment for Transportation of Helicopter Fuel Not applicable in the Caribbean.

- (8) Wage Determination in effect is the one provided in the solicitation

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EXHIBIT 4 Restraint System Condition Inspection Guidelines

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

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

- D. References:
 14 CFR 91.205
 14 CFR 21.607
 AC 21-34
 TSO-C22
 TSO-C114

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EXHIBIT 5 Additional Suppression/Prescribed Fire Equipment

A. Fixed Suppressant/Retardant Delivery Tank (as applicable)

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

Capacity commensurate with the maximum related lifting capability of the helicopter equipped with the tank at sea level on a standard day. Further, the weight of the tank shall not exceed 12.5% of the weight of the water in the tank when it is filled to full capacity. The drafting system will not exceed 3.5% of the weight of the water in the tank when it is filled to full capacity.

1. Door(s)

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

- a. The frontal area of the retardant column is minimized.
- b. The door(s) does not appreciably deflect the retardant when fully opened.
- c. The tank and doors shall be leak proof, i.e. ½ gallon or less in a 24-hour period
- d. 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

- a. 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.
- b. The vent shall not leak during filling or normal flight maneuvers.

3. Fill Port(s)

- a. The fill port shall be a 3-inch Kamlock ® fitting (male) and shall be located on the right and left side of the aircraft.
- b. The fill port shall not leak or overflow during ground operations or during normal flight maneuvers.
- c. The tank shall accept filling at a rate sufficient to allow the tank to be filled to capacity in no more than 1-minute.

4. Controls

- a. The door open switch shall be the same switch that opens the water bucket.
- b. When required, the tank close switch shall be the same switch that closes the water bucket.
- c. 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.
- d. 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.
- e. 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.

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EXHIBIT 5 Additional Suppression/Prescribed Fire Equipment (con't)

5. Certifications

- a. The aircraft will be certificated in the normal or transport category except when restricted operations are authorized by the CO.
- b. 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.

B. Fixed Suppressant/Retardant Tank with Self-Filling Capability (as applicable)

1. A Fixed Retardant Delivery Tank with self-contained hover drafting system. As a minimum, each system shall meet the following requirements:
 - a. Fill time (60-seconds)
 - b. Built to Aviation Industry Standards
2. Shall not adversely effect any aircraft system
3. Capacity commensurate with the maximum rated lifting capability of the helicopter equipped with the tank and drafting system at sea level on a standard day. Further, the weight of the tank and drafting system shall not exceed 12.5% of the weight of the water in the tank when it is filled to full capacity.
4. Each system will be approved by the CO prior to use. A copy of approval criteria is available from the CO.

C. Suppressant/Retardant Mixing Equipment (as applicable)

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 Part 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.

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6. Compatibility of Materials

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

7. Foam Quantity

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

8. Power

Power source for the dispenser shall be obtained from the helicopter by installing a MS 3116F-12-3P, 3 pin connector on the cord to the unit pin A shall be +28 VDC and pin B for ground (this is the same plug used for the infrared imaging system). Electrical power required to operate the concentrate pump shall not be in excess of that normally available from the plug used as the source of power.

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

- a. When transporting retardant or equipment containing retardant residue, Contractor shall take precautions to prevent retardant from coming in contact with the aircraft structure.
- b. Offered equipment will be approved by the CO prior to any use under the Contract.

D. Additional equipment offered shall meet the following requirements:

1. Power Source for a Helitorch or Remote Cargo Hook

- a. An MS 3101A-24-11S, 9-pin connector shall be provided. Pin D shall be airframe ground. Pin E shall be switched 28VDC, protected by a 50 amp circuit breaker that can be manually opened and reset. The water bucket open switch shall also activate this circuit.

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EXHIBIT 5 Additional Suppression/Prescribed Fire Equipment (con't)

- b. The connector shall be mounted adjacent to the cargo hook (within 12 inches). A wire rope lanyard or other similar device shall be provided for support of the connector so that tension loads will not be placed on the electrical wiring.
- c. This connector has multiple circuit capacity sufficient to provide power and control for Contractor-furnished equipment such as the required water bucket. Water buckets shall be wired through this connector.

Notes:

9-pin wiring diagram for suppressant/retardant buckets (See: www.fs.fed.us/fire/niicd/documents.html)

2. Remote Cargo Hook

- a. 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.
- b. All work shall be done in accordance with manufacturer's maintenance manuals, as applicable.

3. Long-lines (as applicable)

a. Rotation resistant wire rope

- (1) Rotation resistant wire rope with swagged fittings rated in accordance with ANSI Standards
- (2) Fabrication and installation methods shall be in accordance with aircraft and ANSI Standards.

b. Synthetic Long Line

- (1) 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.
- (2) Rope Diameter. Minimum rope diameter shall be ½-inch.
- (3) Working or Rated Load
 - a) 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.
 - b) For reference, lifting capability for Type III Helicopters is: 750 lbs to 1600 lbs.

(4) 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 helicopter line will have a working load of 4,500 pounds, the rope shall have a strength, when new, of at least 31,500 pounds. Rope diameters will vary depending on strength and type of rope.

(5) 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.

(6) Maintenance and Inspections

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

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4. Wire Cutters (if installed)

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

5. Additional Variable Capacity Collapsible Bucket (as applicable)

- a. One (1) additional collapsible, variable capacity water/retardant buckets shall be furnished under this Contract.
- b. The bucket, at 100 percent at manufactures rated capacity (+/-5%), shall be commensurate with the maximum OGE lifting capability of the helicopter at Sea Level PA and 30 degrees C with a 200 pound pilot and 1 1/2 hours of total fuel. The bucket shall be capable of being operated with all increments of the long-line. No partial dips allowed.
- c. Environmental operating conditions may dictate the need for more than one size bucket.
- d. Helicopters equipped with electronic helicopter hook load measuring system (load cells) that provide a cockpit readout of the actual external load and a bucket that is equipped with a gating system that allows part of the load to be dispensed while retaining the remainder of the load are approved.
- e. Capacity of each position or adjustment level shall be marked on the bucket. Collapsible buckets with cinch straps shall only be adjusted to the marked graduations (i.e., 90%, 80%, and 70%). Attempts to establish intermediate graduations or capacities below the manufacturer's minimum graduation (by tying knots, etc.) is prohibited.
- f. An Operations Manual for the type bucket(s) provided will be carried aboard the aircraft.
- g. 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.
- h. The jettison-arming switch, if applicable, shall be in the armed position during external load operations.
- i. 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.

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EXHIBIT 6 High Visibility markings on Main Rotor Blades (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.

Hub

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

- B. One black and one white blade.
- C. Paint schemes previously approved under Interagency Fire and Aviation Contract.
- D. Paint schemes and color variations specified by manufacturer in a service bulletin, instructions, or other manufacturer published document or text

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EXHIBIT 7 Additional Avionics Equipment

A. GPS Data Connector

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

B. Additional GPS Antenna

The Contractor shall allow the Government to utilize a portable GPS in the helicopter. In order to facilitate this, the Contractor shall provide a low-profile GPS aviation antenna (Freeflight Systems part number 16248-20 (telephone number (254)662-0000) or equivalent) mounted atop the helicopter per the manufacturers installation manual, with associated cable and type "N" female connector, terminated within the aircraft in a location convenient to the observer.

C. Fuel Service Vehicle Radio

1. A P25 digital VHF-FM two-way mobile radio, with a matched broadband antenna (Antenna Specialists ASPR7490, Maxrad MWB5803, or equivalent), shall be installed in the fuel-servicing vehicle. The radio shall provide selection of analog wideband (25.0 kHz) analog narrowband (12.5 kHz), and P25 digital narrowband (12.5 kHz) channel spacing on each channel operating from 150 MHz to 174 MHz. The radio shall be frequency-synthesized, equipped with a CTCSS sub-audible tone encoder having a minimum of 32 selectable tones meeting the current TIA/EIA-603 standard, and develop a minimum of 30 watts nominal output power.
2. Transceivers shall be set to operate in the narrowband mode unless local requirements dictate otherwise. All radios must have the ability to be programmed in the field by the radio operator without the aid of a computer or the services typically found in a radio shop.
3. The use of appropriate VHF-FM portable radios with suitable output power booster units is permissible. See the below VHF-FM Portable Radio section for portable radio requirements.
4. All P25 digital radios will operate with current software as shown on www.fs.fed.us/fire/niicd/Hotsheet/Hotsheet.html. Software versions identified on this website by October 1st will be acceptable for the following year. The only exception is more up-to-date software versions as released by the manufacturer. P25 digital radios without a software version listing will be upgraded to the current version within six months of release by the manufacturer. As an example, Relm/BK Radio releases a new software version for their DMH radio on August 1st. The above website lists this new software version on September 15th. Therefore, all DMH radios used for aviation must operate with this new software by January 1st.

However, if the website did not list this new software until October 10th, the software would not be required until end of the following year.

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

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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 shall be stationed at the Designated Base unless dispatched by the Contracting Officer. Vehicle shall display a current USDA-FS 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.

B. Equipment

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

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EXHIBIT 8 Fuel Servicing Equipment Requirements (con't)

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 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

- a. 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.

- b. 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.

Additionally, if storage facilities contain more than 1,320-gallons in total or any one single container contains more than 660-gallons, then the regulations of the EPA shall apply. (See 40, CRF 112).

- c. Fuel shall pass through a filtering system in accordance with the filter manufacturer's recommendations

2. Rapid Refueling

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

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EXHIBIT 8 Fuel Servicing Equipment Requirements (con't)

(1) 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.

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

b. 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:

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

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

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

(4) 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.

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

(6) A Closed Circuit refueling adapter shall be provided to allow fueling of aircraft with standard fueling ports.

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

a. 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.

b. Drain all filter/separator drain valves and check for water and other contaminants. Draw off any accumulation of water.

c. Draw off a sample from the fuel nozzle. Sample shall be collected in a clean, clear glass jar and examined visually. Any visual water, dirt, or filter fibers are not acceptable.

2. During Helicopter Fueling Process

a. Check sight gauge for water, if equipped

b. Visually inspect fueller for leaks. Repair as necessary.

3. Weekly

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

b. Time flow rate with full open flow from nozzle. Record gallons-per-minute to nearest 1/10 gallon.

c. Check condition of covers, gaskets, and vents.

d. Inspect all fire extinguishers for broken seals, proper pressure, and recharge date. Recharge as necessary.

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EXHIBIT 8 Fuel Servicing Equipment Requirements (con't)

- e. Inspect hoses for abrasions, separations, or soft spots. Weak hoses will be replaced
- 4. Record Keeping. The fuel handler shall keep a record containing the following information: (as a minimum)
 - a. Condition (clean, clear, bright, etc.) of fuel sample at:
 - (1) Nozzle
 - (2) Filter Sump
 - (3) Tank Sump
 - b. Flow rate in gallons per minute to the nearest 1/10 gallon
 - c. Filter change (reason & date)

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EXHIBIT 10 Interagency Guidelines for Vertical Reference/External Load Training Standards

- A. 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. The applicant shall have a minimum of 10-hours Vertical Reference/External Load flight training during initial qualification, and a minimum of 2-hours annual recurrent training prior to use under the Contract. The Contract pilot shall have a current proficiency endorsement from the company's chief pilot in order to qualify for a flight evaluation by an Interagency HIP.
- B. The pilot shall be able to demonstrate proficiency with either 100 to 150-foot length lines, and:
- C. Exhibit knowledge by explaining the elements of external load operations.
- D. Perform a thorough preflight briefing of ground personnel to include hookup procedures, signals, pilot, and ground personnel actions in the event of an emergency or hook malfunction.
- E. Visually determine that the cargo hook(s) and cables are installed properly and that electrical and manual releases are functioning properly.
- F. Ascend 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.
- G. Control the hook movement and stop load oscillations while in a hover.
- H. Maintain positive control of the load throughout the flight while maintaining specified altitude within 50-feet, airspeed within 10-knots and heading within 10°.
- I. Maintain 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. The load will then be placed within a 10- foot radius of the specified release/touchdown point.
- J. Maintain 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. The load will then be placed within a 10-foot radius of the specified release/touchdown point.

I certify that _____ meets the currency and performance requirements of our Company's Vertical Reference/External Load Training Manual and recommend this pilot for a flight evaluation.

Chief Pilot Signature

Date

Company

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EXHIBIT 11 Helicopter Make/Model/Series List

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

Make	Model
Agusta	109
Bell	47 Series (All Recips)
Bell	47Series (Soloy)
Bell	206A, 206B, 206B3
Bell	206L, 206L1, 206L3, 206L4
Bell	407
Bell	204, 205, UH-1, All Series
Bell	212, 412
Bell	214
Boeing	BV-107, BK-107
Boeing	BV-234, CH-47
Boeing	369 (500) Series
Boeing	MD-600N
Boeing	MD-900, 902
Enstrom	28 Series
Eurocopter	SA-315, SA-316, SA-319 (Alouette/Lama)
Eurocopter	SA-318
Eurocopter	AS 350 Series (Astar)
Eurocopter	AS-355 Series (Twin Star)
Eurocopter	SA-341 (Gazelle)
Eurocopter	SA-360
Eurocopter	SA-365 (Dauphin)
Eurocopter	SA-330, AS-332 (Puma)
Eurocopter	MBB-105 Series
Eurocopter	BK-117 Series
Eurocopter	EC-135
Eurocopter	EC-120
Hiller	12 Series (Recips)
Hiller	12 Series (Soloy)
Hiller	FH-1100
Hughes/Schweizer	269 (300) Series (Recips)
Schwietzer	330
Sikorsky	S-55, H-19 (Recip), S-55T
Sikorsky	S-58, H-34 Series (Recip), S-58T Series
Sikorsky	S-62
Sikorsky	S-61 Series
Sikorsky	S-64
Sikorsky	S-76 Series
Sikorsky	S-70, UH-60 Series

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**EXHIBIT 12
HELICOPTER SERVICES
HOURLY FLIGHT RATES, FUEL CONSUMPTION AND WEIGHT REDUCTION CHART
Effective July 16, 2011
FOR CONTRACTS AWARDED 2011 – 2013 (CWN/Exclusive Use)**

COMPANY	AIRCRAFT TYPE	FUEL CONSUMPTION (gal/hr)	MAY 16, 2008 HOURLY FLIGHT RATE (\$/HR)	LOAD CALCULATION Weight Reduction (lbs)
AGUSTA WESTLAND	AW 119 Koala	55	\$1,196.75	230
	AW 139	129	\$2,449.85	335
	EH 101	211	\$4,636.15	Not Established
AM. EUROCOPTER	SA 315B	58	\$1,689.70	180
	SA 316B	58	\$1690.70	170
	SA 318C	45	\$1,567.25	80
	SA 319B	45	\$1,573.25	150
	AS 330J	179	\$4,305.35	N/A
	SA 332L1	160	\$4,122.00	N/A
	SA 341G	45	\$1,543.25	170
	AS 350B	45	\$1,089.25	130
	AS350BA	45	\$1,080.25	130
	AS 350B1	46	\$1,082.90	160
	AS 350B-2	48	\$1,096.20	160
	AS 350B-3	50	\$1,160.50	175
	AS 350D	38	\$1,061.70	130
	AS-355F-1/355F-2	58	\$1,356.70	140
	AS 365N1	87	\$2,128.55	275
	EC 120	31	\$828.15	Not Established
	EC 130-B4	53	\$1,121.45	Not Established
	EC 135	64	\$1,357.60	220
	EC 145	80	\$1,812.00	Not Established
	EC 155B1	95	\$2,257.75	Not Established
	EC 225	183	\$3,864.95	Not Established
BELL:	47/SOLOY	23	\$670.95	120
	204B (UH-1 Series)	86	\$1,706.90	200
	204 Super B	90	\$1,734.50	200
	205A-1	88	\$1,701.20	260
	205A-1++	90	\$1,710.50	260
	206B-II	25	\$810.25	100
	206B-III	27	\$833.56	130
	206L-1	32	\$976.80	150
	206L-3	38	\$1,022.70	180
	206L-4	38	\$1,004.70	180
	210	90	\$1,711.50	260
	212	100	\$1,971.00	390
	214B	160	\$2,845.00	380
	214B1	145	\$2,667.25	380
	214ST	133	\$3,139.45	420
	222A	70	\$1,938.50	Not Established
	222B	83	\$2,026.95	Not Established
	222UT	83	\$2,026.95	Not Established
	407	45	\$1,143.25	155
	412	110	\$2,137.50	390
	412HP	110	\$2,110.50	390
	UH-1B	86	\$1,674.90	N/A
	UH-1B Super	88	\$1,688.20	NA
	UH-1F	88	\$1,723.20	N/A
	UH-1H (13 engine)	88	\$1,688.20	N/A
	UH-1H (17 engine)	90	\$1,716.50	N/A
	TH-1L	88	\$1,688.20	N/A
BOEING:	BV-107	180	\$3,964.00	N/A
	BV-234	405	\$7,191.25	N/A
HILLER:	*SL-3/4	21	\$654.65	90
	H-1100B	22	\$834.30	130
	UH-12/SOLOY	23	\$736.95	100
KAMEN:	H43-F	85	\$1,625.25	N/A
	K-1200	85	\$1,905.25	N/A
MBB:	BO 105CBS	55	\$1,303.75	180
	BK-117	77	\$1,828.05	160
McDONNELL-	500C	23	\$835.95	110
DOUGLAS:	500D/E	28	\$853.20	120
	520N	32	\$922.80	100
	530F	34	\$957.10	120
	600N	41	\$1,097.65	155
	900/902	69	\$1,488.85	210
SIKORSKY	CH 53D	425	\$7,069.25	N/A
	CH 54/S 64	525	\$7,664.25	N/A
	S-55T	47	\$1,192.55	170
	S-58D/E	83	\$1,923.95	N/A
	S-58T/PT6T-3	115	\$2,380.75	400
	S-58T/PT6T-6	115	\$2,380.75	460
	S-61N	170	\$3,873.50	560
	S-62A	70	\$1,404.50	300
	S-70	160	\$3,658.00	N/A
	S-76C+	90	\$2,177.50	Not Established
	S-92	178	\$3,295.70	Not Established
AVERAGE GALLON PRICE:		JET FUEL:	\$5.67	

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EXHIBIT 13 Interagency Helicopter Load Calculation

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

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EXHIBIT 13 Interagency Helicopter Load Calculation (cont)

Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT 15 Performance Report

To be completed at the end of your tour.		
This form is to improve the quality level of Call-When-Needed Helicopter Contracts. Your remarks will assist us in improving our interagency standards for CWN Helicopter Contracts and Contractors.		
Contractor's Name:	Contract #:	A/C N-#
Your Name:	Email:	Agency:
Your Assignment Date:	Release Date	Phone #:
1. Was the helicopter kept clean and neat?		
Does not meet Requirements	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/> Exceeds Requirements
Quality comments:		
2. Did the fuel truck provide reliable service?		
Does not meet Requirements	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/> Exceeds Requirements
Quality comments:		
3. Did the company keep you fully informed on the condition of the crew, helicopter, and fuel truck?		
Does not meet Requirements	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/> Exceeds Requirements
Quality comments:		
4. Did the contractor abide by all provisions of the contract?		
Does not meet Requirements	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/> Exceeds Requirements
Cost Control comments:		
5. Would you take your next assignment with this contractor?		
Does not meet Requirements	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/> Exceeds Requirements
Cost Control Comments:		
6. Was the crew and helicopter supported by the company in a timely manner?		
Does not meet Requirements	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/> Exceeds Requirements
Timeliness of Performance comments:		
7. During any mechanical problems, were you informed of the problem and the progress of the work being done to fix the aircraft?		
Does not meet Requirements	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/> Exceeds Requirements
Timeliness of Performance comments:		
8. Did the flight crew/fuel truck/mechanic arrive on time each day?		
Does not meet Requirements	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/> Exceeds Requirements
Timeliness Performance comments:		
9. Were crew changes handled with little or no confusion, and, was there a briefing between crew members being exchanged		
Does not meet Requirements	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/> Exceeds Requirements
Business Relations comments:		
10. Were you treated like a preferred customer?		
Does not meet Requirements	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/> Exceeds Requirements
Business Relations Comments:		
11. Would you like someone to contact you about this contractor?		
		Yes <input type="checkbox"/> No <input type="checkbox"/>
Complete at the end of your assignment and submit to Gloria Sanders, Contracting Officer via FAX: 404-347-4866 or Email: gsanders@fs.fed.us		

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EXHIBIT 16 Department of Labor Wage Determinations

WD 96-0458 (Rev.-21) was first posted on www.wdol.gov on 06/17/2011

Aircraft Services

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
| WASHINGTON, D.C. 20210
|
Diane C. Koplewski Division of Wage | Wage Determination No: 1996-0458
Director Determinations | Revision No: 21
| Date Of Revision: 06/13/2011

NATIONWIDE

Fringe Benefits Required Follow the Occupational Listing

Employed on U.S. Postal Service contracts for aircraft services operating large multi-engine aircraft such as B-727, DC-8, and DC-9. Excluded are CNET postal contracts:

Table with 3 columns: OCCUPATION CODE - TITLE, FOOTNOTE, RATE. Rows include First Officer (First Pilot), First Officer (Co-Pilot), Flight Dispatcher, and Second Officer/Flight Engineer.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.59 per hour or \$143.60 per week or \$622.27 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 12 years, 5 weeks after 20 years, and 6 weeks after 25 years.

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.

Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541.

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

- 1) Relates to total monthly earnings, including base pay and all other pay directly related to duty, but excludes special allowances, such as those for

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room and board while away from the employee's home station. Annual equivalents: Captain (First Pilot) \$106,116.00; First Officer (Co-Pilot) \$59,604.00 and Second Officer/Flight Engineer \$49,032.00.

**** 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, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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

Conformance Process:

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

{See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

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The process for preparing a conformance request is as follows:

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

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

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

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

First Officer (Co-Pilot)

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

First Officer (First Pilot)

Is in command of a commercial airplane and its crew while transporting passengers, mail, or other cargo on scheduled or nonscheduled flights. Has responsibility for flying an airplane safely, including takeoffs and landings.

Flight Dispatcher

Authorizes, regulates, and controls commercial airline flights (in concert with the pilot in command) according to Government and company regulations to

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

expedite and insure safety of flight and controls economic factors of flight. Work involves most of the following: Analyzes and evaluates weather information to determine potential safety of flight, economic feasibility, and desirable routing; computes fuel requirements according to Federal regulations and economic considerations; prepares flight plan containing such information as maximum gross takeoff and landing weights, en-route wind and weather information, terminal weather and airport conditions; signs release which (with concurrence of pilot in command) authorizes operation of flight; delays, conceals, or reroutes flight if necessary to insure safety) or protect economic factors; maintains a constant watch over weather and other operating conditions, and flight progress; maintains records relating to any irregularities in flight operations. Holds a license issued by the Federal Aviation Administration.

Second Officer/Flight Engineer

Is as third in command of a commercial airplane and its crew while transporting passengers, mail, or other cargo on scheduled or nonscheduled flights. Assists the airline captain and first Officer in the analysis, operating, and monitoring of the mechanical and electrical systems of the airplane; is responsible for the safe and efficient functioning of these systems while in flight or en-route. May relieve airline captain and first officer at the controls, as required. Includes "reserve" second officers (those not assigned to a regular schedule of flights), as well as "bid" second officer (runholders). Also includes third crew members who are not qualified pilots and who are not authorized to operate the primary controls of the airplane. Excludes qualified pilot primarily employed for purposes other than serving aboard fixed-wing commercial airliners, such as helicopter pilots, instructors, and supervisory personnel

**SECTION D
CONTRACT CLAUSES**

D-1 FAR Clause 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2011)

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

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

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

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- ___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub.L.110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- ___ (3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub.L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).
- (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub.L. 109-282)(31 U.S.C. 6101 note).
- ___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (JUL 2010) (Pub.L. 111-5).
- ___ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).
- ___ (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161).
- ___ (8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (JAN 2011) (15 U.S.C. 657a).
- ___ (9) 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).
- ___ (10) [Removed]
- ___ (11) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
___ (ii) Alternate I (OCT 1995) of 52.219-6.
___ (iii) Alternate II (MAR 2004) of 52.219-6.
- ___ (12) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
___ (ii) Alternate I (OCT 1995) of 52.219-7.
___ (iii) Alternate II (MAR 2004) of 52.219-7.
- ___ (13) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637 (d)(2) and (3)).
- ___ (14) (i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).
___ (ii) Alternate I (OCT 2001) of 52.219-9.
___ (iii) Alternate II (OCT 2001) of 52.219-9.
___ (iv) Alternate III (JUL 2010) of 52.219-9
- ___ (15) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ___ (16) 52.219-16, Liquidated Damages—Subcontracting Plan (JAN 1999) (15U.S.C. 637(d)(4)(F)(i)).
- ___ (17) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
___ (ii) Alternate I (JUNE 2003) of 52.219-23.
- (18) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and FAR 52.212-5 – May, 2011 edition reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (19) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (15 U.S.C. 657 f).

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- (21) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- (22) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2011).
- (23) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2011).
- (24) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- (25) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).
- (26) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (27) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (28) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- (29) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).
- (30) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- (31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496)
- (32) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (33) (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)(iii)). (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.)
- (34) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- (35) (i) 52.233-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423). (ii) Alternate I (DEC 2007) of 52.223-16.
- (36) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (SEP 2010) (E.O. 13513).
- (37) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- (38) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302 109-53, 109-169, 109-283, and 110-138). (ii) Alternate I (JAN 2004) of 52.225-3. (iii) Alternate II (JAN 2004) of 52.225-3.
- (39) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (40) 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).
- (41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (42) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (43) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (44) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)). (45) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- (46) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- (47) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).
- (48) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- (49) (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.
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(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) 52.222-41, Service Contract Act of 1965, (Nov 2007) (41 U.S.C. 351, et seq.).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).
- (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247).
- (8) 52.237-11, Accepting and Dispensing of \$1 Coin (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)(i) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

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

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

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (October 2010) (29 U.S.C. 793).
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(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
— Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009).

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

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (February 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)

FAR Clause 52.232-18 Availability of Funds (April 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.

(End of Clause)

D-2 FAR Clause 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (JUNE 2010)

(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 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.

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(d) *Disputes*. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice*. The **Aviation Business System (ABS)** is a web based application that will be used by the USDA, Forest Service to electronically document and process all contract aviation costs currently documented on FS-6500-122 Flight Use Invoice (invoice). A disconnected client, non-web limited component version, of the application is available for remote use. This new system will require that data will be entered electronically into ABS from the source location (Helibase, Tanker Base, etc) by aircraft managers or other designated persons. From there the following workflow will be followed:

- The appropriate Contracting Officer (CO) or designated Contracting Officer's Representative (COR) will review and approve each invoice.
- The CO or COR will electronically select approved invoices to be packaged for payment and approve the package using a Personal Identification Number (PIN) to indicate approval.
- After approval by the CO or COR, the vendor will receive notification that a package is ready for approval.
- After successful review, and application of a PIN by the Vendor, the package will be submitted to the Albuquerque Service Center (ASC) Incident Database (IBDB) for final processing of the payment.
- If the vendor requests any changes to the payment package the changes will be reviewed by the CO/COR, the changes accepted or rejected and notification of the results sent to the vendor. The package is then submitted directly to the ASC IBDB for payment.

Access to the system will require an individual USDA e-Authentication account and password for all users. In addition, a secure PIN number will be provided to Contracting Officers (COs) and Contracting Officer Representatives (CORs). Contractors will be issued a PIN number by the CO who administers their contracts. The pin will be required for electronic approval of payment packages. In addition each user must register in ABS the first time they log on.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(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 OMB 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.

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(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 contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(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).

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(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract. 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 immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(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.

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(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.

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(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; and 49 U.S.C 40118, Fly American; 41 U.S.C. 423 relating to procurement integrity..

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

D-3 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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B. Fuel Portion of the Specified Flight Rate

1. During the contract periods, including renewals, flight rates will be adjusted to reflect increases and decreases in the prices of aviation fuel.
2. The price of Jet fuel is established at \$3.63 per gallon. The unit prices are an average of the lowest unit price for aviation fuel Nationwide. Variations in unit prices used in determining flight rate adjustment amounts will be established by using the average of the lowest unit price for aviation fuel at the following locations:
 - a. MERCURY AVIATION (RENO AIR SERVICE), Fresno, CA
 - b. CUTTER FL YING SERVICE, Albuquerque, NM
 - c. CUTTER AVIATION, Phoenix, AZ
 - d. FLIGHTCRAFT, Portland, OR
 - e. MILLIONAIRE, Salt Lake City, UT (Interwest Jet)
 - f. WESTERN AIRCRAFT MAINTENANCE, Boise, ID
 - g. MINUTEMAN AVIATION, Missoula, MT
 - h. WEST STAR AVIATION, Grand Junction, CO
 - i. MERCURY AVIATION (RENO AIR SERVICE), Reno, NV
 - j. WINGS OF WENATCHEE, Wenatchee, WA
 - k. EPPS AVIATION, Atlanta, GA
 - l. KNOXAIR, Alcoa, TN
 - m. TAC-AIR AVIATION, Ft. Smith, AR
3. 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.
4. An initial adjustment to the fixed flight rate will be made on MAY 16 of each contract period. Subsequent adjustments will be made on JULY 16, and SEPTEMBER 16 of each contract period provided variations in the average unit price, determined as stated above, is \$0.10 per gallon or more from the unit price established in the last previous adjustment made.
5. Any increase will not exceed 15% of the rate being adjusted and the aggregate change over the life of the contract including renewals shall *not* exceed 30% of the initial contract rates.

C. Daily Availability Rate

Economic Price Adjustment is not applicable to the Daily Availability Rates Offered by the Contractor in the Schedule of Items.

D-4 Property and Personal Damage

- A. The Contractor shall use every precaution necessary to prevent damage to public and private property.
- B. The Contractor shall be responsible for all damage to property and to persons, including third parties, that occur as a result of his or his agent's or employee's fault or negligence. The term "third parties" is construed to include employees of the Government.
- C. The Contractor shall procure and maintain during the term of this 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.

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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-5 Option to Extend the Term of the Contract (FAR 52.217-9) (MAR 2000)

- A. The Government may extend the term of the Contract by written notice to the Contractor within 60 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 two (2) renewal option periods.

D-6 Optional-Use Period

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) If accepted, all terms and conditions of the contract will apply.

D-7 Statement of Equivalent Rates for Federal Hires (FAR 52.222-42) (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Par 4), this clause identifies the classes of service employees expected to be employed under the 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.

Employee	Class	Wage
Aircraft Pilot	GS-12	\$32.13
Aircraft Co-Pilot	GS-11	\$26.80
Aircraft Mechanic-Journeyman	GS-11	\$26.80
Aircraft Mechanic – Junior	GS-9	\$22.15
Aircraft Mechanic – Helper	GS-6	\$16.30
Service Truck Driver	GS-5	\$14.62

