



OFFEROR'S COPY

(Ref. 48 CFR 1)

Issuing Office:

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

This solicitation can be downloaded from the following Internet site: <https://www.fbo.gov/>

Offers Are Solicited For:

Interagency Call-When-Needed Type III
Helicopter Services - Region 8

Solicitation No:

12024B19Q9811

Issued Date:

October 17, 2019

IMPORTANT – NOTICE TO OFFEROR

Offers will be due on 12/03/1921 @ 1400 Mountain Time.

The offeror shall submit the following items in response to this solicitation:

1. SF-1449, blocks 17a, 30a-30c: Complete, date, and sign.
2. Fill in the appropriate information requested under Sections A-1, A-2, A-5, A-7, A-11, A-12, A-14, and D-17.
3. Provide one (1) copy of your Business proposal and two (2) copies of your Technical proposal in response to Section E-2 of the solicitation. All information on your technical proposal shall be provided via USB thumb drives.
4. Provide your responses to Section E-4, E-5, E-6, and E-8 of the solicitation.

THE SOLICITATION PACKAGE SHALL BE RETURNED TO THE FOLLOWING ADDRESS:

U.S. FOREST SERVICE, CONTRACTING
NATIONAL INTERAGENCY FIRE CENTER
ATTN: SOLICITATION NO. 12024B19Q9811
OWYHEE BUILDING - MS 1100
3833 S. DEVELOPMENT AVE.
BOISE, ID 83705

No facsimile (FAX) or e-mail offers will be accepted.

Bidders questions must be submitted and received by mail, e-mail or fax NLT 11/05/1921.

E-mail: todd.novinger@usda.gov. Fax labeled as Bidders Questions for Solicitation No. 12024B19Q9811, or mail to the address identified above. Offerors may contact Todd Novinger for information about this solicitation at 208-387-5272.

"The policy of the United States Department of Agriculture Forest Service prohibits discrimination on the basis of race, color, national origin, age, religion, sex, disability, family status, and/or political affiliation." Persons believing they have been discriminated against in any Forest Service related activity should write to: Chief, Forest Service, USDA, P. O. Box 96090, Washington, DC 20090-6090.

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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER 12024B19Q9811	6. SOLICITATION ISSUE DATE 10/17/2019
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7. FOR SOLICITATION INFORMATION CALL: 	a. NAME TODD R. NOVINGER	b. TELEPHONE NUMBER (No collect calls) 208-387-5272	8. OFFER DUE DATE/ LOCAL TIME 12/03/1921 3:30 PM MT
---	-----------------------------	--	---

9. ISSUED BY NATIONAL INTERAGENCY FIRE CENTER U.S. FOREST SERVICE – CONTRACTING OWYHEE BUILDING - MS 1100 3833 S. DEVELOPMENT AVE BOISE, ID 83705-5354	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100% FOR: WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM (EDWOSB) <input type="checkbox"/> 8 (A) NAICS: 481212 SIZE STANDARD: 1500 Employees
---	---

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING	14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
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15. DELIVER TO NATIONAL INTERAGENCY FIRE CENTER U.S. FOREST SERVICE – CONTRACTING OWYHEE BUILDING - MS 1100 3833 S. DEVELOPMENT AVE BOISE, ID 83705-5354	16. ADMINISTERED BY Same As Item 9
---	---------------------------------------

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE	18a. PAYMENT WILL BE MADE BY ALBUQUERQUE SERVICE CENTER INCIDENT BUSINESS – CONTRACTS 101B SUN AVENUE, NE ALBUQUERQUE, NM 87109
---	---

TELEPHONE NO. _____ DUNS _____	<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
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SECTION B (ATTACHED) CALL WHEN NEEDED TYPE-III HELICOPTER SERVICES (USFS REGION 8) * Competition will be limited to Contractors who have a FAA 135 Certificate established in the Southern Region.				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
---------------------------------------	---

<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	<input 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 checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
--	--

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
--------------------------------------	--

30b. NAME AND TITLE OF SIGNED (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)	31c. DATE SIGNED
---	------------------	--	------------------

**SECTION A
SUPPLIES OR SERVICES AND PRICES**

Standard Category, Light (Type III) Helicopters fully operated, meeting the requirements of this Schedule and the specifications for operation at the host base, and during the periods shown below. Award of helicopters for make and model will be based on best value. The performance requirements are a minimum and the helicopter will be evaluated for overall best value considering price and other factors. The Government will determine best value.

It is the intent of this solicitation to award multiple Basic Ordering Agreements (BOA's). These BOA's will be for a term of 48 months. **The Government will be re-soliciting every 24 months to allow for additional contractors the opportunity to be awarded an agreement. As a part of this process, we will request prices for the next 25 month interval for helicopters already on existing agreements.** Award of BOA's will be made to offerors proposing reasonable prices and submitting technically acceptable proposals. The Government will determine price reasonableness based on historical pricing.

By the fact that the Government will be re-soliciting every 24 months, Offerors are advised to only propose helicopters which are identified on the operating certificate and will be available for inspection and carding after award of the agreement. Offerors will be able to offer additional helicopters meeting the requirements when subsequent solicitations are issued. Awards will not be made for helicopters considered unsuitable for the Government's need or at prices determined to be unreasonable. Materially unbalanced offers may be rejected.

Helicopter Inspections (carding) -- Inspections may take place at the vendor's facility or host base or at a location agreed to with the Agency Maintenance Inspectors.

**SECTION B
 SUPPLIES OR SERVICES AND PRICES**

A-1 SCHEDULE OF ITEMS

This is an Agreement for Interagency Call-When-Needed (CWN) Helicopter Services. Furnish Type III Light helicopter(s) fully operated and maintained; including fuel servicing vehicle(s), meeting the requirements of this schedule and the specifications included herein, on a call-when-needed basis.

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

N Number	Make	Model & Series	Category ¹	Equipped Weight ² (per agreement definition)	Helicopter Allowable HOGE Payload ⁵	Daily Availability Rate ³	Project Flight Rate ⁴
					HOGE:		
					HOGE:		
					HOGE:		
					HOGE:		
					HOGE:		

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

² Contracted Helicopter Equipped Weight
 Equipped Weight = _____ lbs
 Equipped Weight for Standard Category (Passenger Carrying) aircraft see "Equipped Weight" in Definitions (B-45).
 Equipped Weight includes the weight of a fixed tank or the weight of the empty bucket and any associated suspension hardware (cables, connectors, etc.) for restricted aircraft. See Clause B-45 for reference.

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

⁴ Project Flight Rates will not be used in the evaluation for award.
 Hourly Flight Rate will be paid at the applicable Hourly Flight Rate, in accordance with Exhibit 12, Helicopter Services Hourly Flight Rates, Fuel Consumption, and Weight Reduction Chart.

⁵ Calculated from Line 13 of Load Calculation Form ()OAS-67/FS 5700-17)

**SECTION A
SUPPLIE OR SERVICES AND PRICES**

A-2 PRINCIPAL BASE OPERATION

Offeror shall enter the location of the “Principle Base of Operation” in accordance with the definitions found in Section C for the offered aircraft. For Type III helicopters the location of the Contractor’s Operating Certificate is the determining factor as to where the Agreement is administered. Therefore, the same aircraft number will not be awarded/administered under more than one Forest Service CWN agreement. Offers for furnishing services on a “Call-When-Needed” basis for Type III’s are being solicited from operators that hold certificates in the Southern Region.

Location (Physical Address)

State

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

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

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

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

For field operations use current temperature and elevation for performance planning purposes.

(b) Aircraft Weighing and Weight Validation

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

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

(ii) All weighing of aircraft shall be performed on scales that have been certified as accurate ***within the previous one (1) year***. The certifying entity may be any accredited weights and measures laboratory using standards traceable to the National Institute of Standards and Technology (NIST). The scales will be listed by make, model and calibration date in the aircrafts weight and balance documentation (See Form B, Exhibit 21).

(iii) Weighing shall be:

**SECTION A
SUPPLIE OR SERVICES AND PRICES**

(A) Accomplished within 12 months prior to the due date of proposal submission, and

1. For aircraft on the companies operating certificate that are currently operating outside of the US, the current operating weight and balance will be submitted. These aircraft will be required to be weighed within 12 months prior to initial contract inspection.

(B) At an interval of 24 months thereafter and / or

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

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

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

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

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

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

(2) Reserved

Applicable for CWN Type III (Light) Helicopters:

CAPABILITY OF:

At 5,000 feet pressure altitude and 25°C with non-jettisonable jettisonable

Hovering out of ground effect (HOGE)

The payload of 500 pounds, as determined by Exhibit 13, Standard Interagency Load Calculation form, using a standard pilot weight of 200 pounds and fuel for one hour and 30 minutes (01+30) as determined by Exhibit 12, Hourly Flight Rates, Fuel Consumption, and Weight Reduction Chart

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

Aircraft Performance Specifications: (minimum) to be used for proposal evaluation purposes

**SECTION A
 SUPPLIE OR SERVICES AND PRICES**

A-4 ENGINE REQUIREMENTS

Turbine engine(s)

A-5 CREW COVERAGE

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

One Pilot Crew or Two Pilot crew or Three Pilot crew

And

With Relief Pilot(s) - Required EU Only Without Relief Pilot(s)

6-Day Coverage (See Chart Below)

7-Day Coverage (See Chart Below) A B OR C

COVERAGE	FUEL SERVICING VEHICLE DRIVER	MECHANIC
6-Day	6-Day Coverage No Relief Required	3-Hour Call-up
7-Day A.	FSVD Required Relief FSVD Required	3-Hour Call-up
B.	FSVD Required Relief FSVD Required	Mechanic(s) Required at Host Base/Alternate Base (May serve as FSVD) Relief Mechanic(s) 3-Hour Call-up
C.	Full Time FSVD Required at Host Base/Alternate Base	Full Time Mechanic(s) Required at Host Base/Alternate Base

A-6 MAXIMUM COMPLEMENT OF PERSONNEL BY AIRCRAFT TYPE

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

Note: Managers may pay up to the Maximum Compliment.

A-7 ACCEPTABLE WORK SCHEDULES (NEED TO CHECK ONE)

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

Note: All Personnel shall be under the same work schedule with the exception of Maintenance Personnel. Maintenance Personnel may work a 14/14 schedule. If maintenance personnel

**SECTION A
 SUPPLIE OR SERVICES AND PRICES**

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

A-8 STANDBY HOURS PER DAY

9 Hours Standby per day

A-9 EXTENDED STANDBY HOURLY RATE

(a) The extended standby rate will be reviewed on an annual basis to ensure compliance with the Service Contract Act and an adjustment will be made if needed. The extended standby rate will be computed by taking the minimum wage rate from the Department of Labor Wage Determination (current at that time), for Nationwide Pilot, times 1.5 plus 20% for benefits, overhead and profit and rounded to the nearest dollar. If needed, adjusted rates will become effective annually on February 16 of each year.

(b) Extended standby is not intended to compensate the Contractor on a one-to-one basis for all hours necessary to service and maintain the aircraft.

(c) The current rate is \$52.00 per hour.

A-10 OVERNIGHT STANDARD PER DIEM RATE ALLOWANCE

Rates as published in Federal Travel Regulations. See Section B-37 and B-42

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

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

ALASKA CARIBBEAN CANADA MEXICO

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

Additional Offered Equipment

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

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

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

√	Description	Capacity	Quantity	Unit	Unit Price
	Seeder			Day	\$

**SECTION A
 SUPPLIE OR SERVICES AND PRICES**

Fertilizer Spreader			Day	\$
Fixed Suppressant/Retardant Delivery Tank			Day	\$
Dip Tank/Water Pumps			Day	\$
Spill Containment Barrier			Day	\$
Tundra Boards or Snow Pads			Day	\$
Aerial Ignition (See Exhibit 26)			Day	\$
Infrared Capability				
Short Haul Capability (See Exhibit 27)				
Hoist Capability				
Floats/Pop-outs				
Other Equipment Offered				

A-13 CONTRACT PILOT QUALIFICATION

Pilots performing on this contract will meet the requirements of Section B-12 (c) & (d) and B-20. Contractors will offer pilots approved or eligible for approval in the mission tasks selected below. All pilots offered may be evaluated in accordance with B-12 (b) (2) or when requested by the CO.

- Low Level (Recon and Surveillance) Required All Items
- Helitack/Passenger Transport Required All Standard Category Aircraft
- External Load (belly hook)
- Water/Retardant Delivery
- Longline VTR (150')
- Snorkel
- Mountainous Terrain Flight
- Aerial Ignition PSD Torch
- Rappel
- Short Haul
- Snow Operations (deep snow)
- Night Vision Goggle Operations
- Other

A-14 GOVERNMENT PILOT

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

A-15 ADDITIONAL INFORMATION

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

**SECTION A
SUPPLIE OR SERVICES AND PRICES**

A-16 PUBLIC AIRCRAFT OPERATIONS

After contract award, the contractor/company should declare Public Use by completing Exhibit 28 Public Aircraft Operations.

Refer to FAA AC 00-1.1A:

https://www.faa.gov/documentLibrary/media/Advisory_Circular/AC_00-1_1A.pdf

**SECTION B
DESCRIPTION/SPECIFICATIONS**

B-1 SCOPE OF AGREEMENT

(a) The intent of this solicitation and any resultant agreement is to obtain helicopters fully operated by qualified and proficient personnel and equipped to meet specifications contained herein for offered helicopters used in the administration and protection of Public Lands.

(b) The Contractor shall keep and maintain programs necessary to assure safety of ground and flight operations. The development and maintenance of these programs are a material part of the performance of the agreement. (See Section E Synopsis of Safety Program) Examples of such programs include but are not limited to: 1) Personnel Activities, 2) Maintenance, 3) Safety and 4) Compliance with Regulations.

(c) Reserved

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

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

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

(g) Reserved

(h) Reserved

(i) Reserved

B-2 CERTIFICATIONS

(a) General

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

SECTION B
DESCRIPTION/SPECIFICATIONS

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

(3) Reserved

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

(b) Standard Category Helicopters

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

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

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

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

(c) Reserved

B-3 GOVERNMENT FURNISHED PROPERTY OR INFORMATION

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

(b) The Government at the time of award will provide the following items to the Contractor.

(1) NWCG Standards for Aviation Transport of Hazardous Materials:
<https://www.nwcg.gov/sites/default/files/publications/pms513.pdf>

Department of Transportation (DOT) Special Permit Letter:
<https://www.nwcg.gov/sites/default/files/publications/pms513-fs-dot-sp-9198.pdf>

(2) Reserved

(c) Wildland Fire Chemicals listed on the current Qualified Product List (QPL) may be provided by the Government as needed in accordance with the most current QPL as specified at <https://www.fs.fed.us/rm/fire/wfcs/index.htm>.

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

SECTION B
DESCRIPTION/SPECIFICATIONS

AUX-FM adapter cable with portable radio

B-4 HELICOPTER REQUIREMENTS

(a) General

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

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

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

(i) Emergency Locator Transmitter

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

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

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

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

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

(5) Complete set of current aeronautical charts covering area of operation. The Contractor shall be responsible for providing navigation publications. FAA approved "electronic" flight bags meet this requirement.

SECTION B
DESCRIPTION/SPECIFICATIONS

(b) Condition of Equipment

- (1) Contractor-furnished aircraft and equipment shall be operable, free of damage, and in good repair. Helicopter systems and components shall be free of leaks except within limitations specified by the manufacturer.
- (2) All windows and windshields shall be clean and free of scratches, cracks, crazing, distortion, or repairs, which hinder visibility. Repairs such as safety wire lacing and stop drilling of cracks are not acceptable permanent repairs. Prior to acceptance, all temporarily repaired windows and windshields shall have permanent repairs completed or shall be replaced.
- (3) The helicopter interior shall be clean and neat. There shall be no unrepaired tears, rips, cracks, or other damage to the interior. The exterior finish, including the paint, shall be clean, neat, and in good condition (i.e. no severe fading or large areas of flaking or missing paint etc.). Military or other low visibility paint schemes are unacceptable. Any corrosion shall be within manufacturer or FAA acceptable limits.

(c) Center of Gravity

- (1) All helicopters shall be configured so that the center of gravity will remain within the FAA approved Flight Manual published limits for all load requirements and full range of fuel conditions, including ferry with minimum crew without subtraction or addition of ballast.
- (2) All helicopters shall be loaded such that the center of gravity will remain within allowed limit during the flight. Actual weights will be used for flight calculation.
- (3) When the equipped weight of the helicopter, as noted by registration number in Section B, Schedule of Items changes, the Contractor shall notify the CO of the change and submit a new weight and balance as required by the Agreement.

(d) General Equipment (as applicable)

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

- (1) A copy of the Awarded Agreement and modification(s) shall remain in the helicopter during the Agreement period(s).
- (2) Instrumentation required by the Type Certificate and 14 CFR for use with the make and model furnished.
- (3) Free air temperature gauge.
- (4) Approved helicopter lighting for night operation in accordance with 14 CFR 91.209, plus instrument lights.
- (5) First Aid Kit Aeronautical (Exhibit 1, First Aid Kit Aeronautical)

SECTION B
DESCRIPTION/SPECIFICATIONS

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

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

(8) Seats, Seatbelts and Shoulder Harnesses

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

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

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

(iv) Reserved

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

(A) An OEM installation

(B) STC'd

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

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

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

(9) One flight hour meter (Hobbs) installed in a location observable from the cockpit.

SECTION B
DESCRIPTION/SPECIFICATIONS

The meter shall be wired in series with a switch on the collective control, and a switch that is activated by engine or transmission oil pressure.

OR

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

The hour meter shall record actual flight time in hours and tenths of an hour only.

(10) Operations from other than the manufacturer's designated pilot station (right seat in most helicopters) are allowed only with an approved FAA Supplemental Type Certificate (STC) or field approval and designation on the aircraft Interagency Data Card. For single piloted aircraft, field approvals in lieu of STCs are not acceptable unless the appropriate crew door has been modified with bubble window (if available) and operational gauges installed in the door that can be viewed by the pilot while performing vertical reference operations.

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

(12) As required by 14 CFR, fire extinguisher(s) shall be a hand-held bottle, fully charged, with a minimum 2-B:C rating, maintained in accordance with NFPA 10 and mounted with a quick release attachment accessible to the flight crew while seated.

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

(14) Reserved

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

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

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

(17) Remote and Cargo Hook

(i) Cargo Hook

SECTION B
DESCRIPTION/SPECIFICATIONS

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

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

(ii) Remote Hook/Long line

(A) One remote cargo hook capable of being loaded and locked in a single motion with one hand, and is rated at the maximum lifting capacity of the aircraft and a minimum of 150 feet of long line. Long line may consist of multiple segments and none shorter than 50 feet as per Exhibit 5.

(B) For Power requirements see Exhibit 5

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

(i) All Buckets

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

(B) The bucket, at 100 percent of manufacturers rated capacity (+/-5%) shall be commensurate with the maximum OGE lifting capability of the helicopter at 5000 PA and 30 degrees C with a 200 pound pilot(s) and 1 1/2 hours of total fuel or the manufacturer recommended size/model bucket by helicopter make and model shall be used. The bucket shall be capable of being operated with all increments of the long-line.

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

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

(E) Shall be leak free (1/2 gallon or less in a 24-hour period)

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

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

SECTION B
DESCRIPTION/SPECIFICATIONS

(B) Bucket capacity at each position or adjustment level shall be marked on the bucket. Collapsible buckets with cinch straps shall only be adjusted to marked graduations (i.e., 90%, 80%, and 70%). Intermediate graduations or capacities below the manufacturer's minimum graduation (by tying knots, etc.) are prohibited.

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

(iii) Gated Buckets and Powerfill buckets

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

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

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

(19) Reserved

(20) Reserved

(21) Fuel Servicing Vehicle (See Exhibit 8 Fuel Servicing Equipment Requirements) (Not required for Alaska).

(22) FAA Approved Extended Height /High Skid Landing Gear (if available by STC or aircraft manufacturer).

(23) FAA approved high visibility, pulsating, forward facing, conspicuity lighting.

(24) FAA approved locking cap(s) on all fuel filler ports. Single point refueling port dust caps need not have an FAA approved locking device.

(25) FAA approved Wire Cutters, for Standard Category personnel transport helicopters only.

(26) FAA approved floor protection. Helicopters shall have floor protection within the cargo area. Floor protection is not required within the passenger seating areas. Floor protection in both seating and cargo areas shall not be in excess of ½ inch to allow for installation of all passenger seats and access to all installed anchor points.

SECTION B
DESCRIPTION/SPECIFICATIONS

(27) External Basket

(i) Internal baggage compartment: A Minimum of one internal cargo compartment offering (15) cubic feet of usable cargo space capable of accommodating 58-inch long shovels, rakes, bucket, hazardous materials, chainsaws and other firefighting tools (requires rear bulkhead or side compartment modification of baggage compartment of some models).
Combination of internal baggage compartment size to meet or exceed cargo compartment specifications will not be accepted.

(ii) External cargo basket with a closing mechanical latching lid may be provided in lieu of baggage compartments which cannot be modified to meet the internal baggage compartment specification, **or when required/selected in A-12.** (iii) All helicopters equipped with an external basket must have an FAA STC or field approval applicable for make and model, for dimension, load carrying capability and material construction. The devices shall not impede ingress or egress of personnel from all cabin doors and must be able to be removed or installed quickly.

(iii) External basket offered must have a metal positive locking lid covering the entire basket securing the contents in flight and preventing them from exiting. Minimum cargo basket must have a capacity of 13 cubic feet and 250 pounds, minimum length of 72 inches, the minimum width of 20 inches, the minimum depth of 16 inches. Basket quick disconnect capability shall be simple in function, FAA approved, and have the capacity of being either removed or added quickly (outfitted with a push pin or another mechanical device that allows for simple removal of the basket for mission configuration changes in the field when requested). All helicopters equipped with an external basket must have an FAA STC or field approval applicable for make and model, for dimension, load carrying capability and material construction. This basket must not cause any flight restrictions (Vne) or impede ingress and egress of personnel from all cabin doors.

If the option to utilize external basket/rack is exercised the ability for government employees to utilize existing internal compartments remain.

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

(28) Reserved

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

(30) Heating system for windshield de-fog.

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

(32) Reserved

SECTION B
DESCRIPTION/SPECIFICATIONS

(e) Reserved

B-5 HELICOPTER MAINTENANCE

(a) General

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

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

(3) FAA, CFR 14, Part 145 Repair Stations, may be used for specific maintenance functions that the repair station is certified for. The helicopter must be returned to service under the repair station certificate, and not under an individual's certificate for the repair station; for example repairman or A&P mechanic. The repair station may not be used in lieu of a carded mechanic if required by this contract.

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

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

(6) A copy of the current maintenance record required by 14 CFR 91 shall be kept with the aircraft, and at least every 12 flight hours or 7 days- whichever occurs first; transmitted to the operator's home office (Location that Certificate is held).

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

(8) Contractor shall notify the Contracting Officer Representative (COR) at least 16 flight hours prior to the initiation of any maintenance inspection. In addition the Contractor shall immediately notify the COR of any change of an engine, power train, control, or major airframe component and circumstances inducing the change.

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

SECTION B
DESCRIPTION/SPECIFICATIONS

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

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

(12) Reserved

(13) Reserved

(14) Reserved

(15) All weighing of aircraft shall be performed on scales that have been certified as accurate within the previous one (1) year. The certifying entity may be any accredited weights and measures laboratory using standards traceable to the National Institute of Standards and Technology (NIST). The scales shall be listed by make model and calibration date in the aircrafts weight and balance documentation (See Form B, Exhibit 21).

(i) For aircraft on the companies operating certificate that are currently operating outside of the US, the current operating weight and balance will be submitted. These aircraft will be required to be weighed within 12 months prior to initial contract inspection.

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

(17) A list of equipment installed in the aircraft at the time of weighing shall be compiled. The equipment list shall include the name, weight, arm and moment of each item installed. Items that may be easily removed or installed for aircraft configuration changes (seats, doors, radios, cargo hook, baskets, special mission equipment, etc.) shall also be listed including the name, weight, arm and moment of each item. Each page of the equipment list shall identify the specific aircraft by serial and registration number. Each page of the equipment list shall be dated indicating the last date of actual weighing or computation. The weight and balance shall be revised each time equipment is removed or installed which more than negligibly affects the center of gravity of the aircraft. See Exhibit 21 for an acceptable example.

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

(b) Turbine Engine Power Assurance Checks

SECTION B
DESCRIPTION/SPECIFICATIONS

(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 (e.g. weather, smoke). The power assurance check shall be accomplished by the contractor in accordance with the Rotorcraft Flight Manual or approved company performance monitoring program. A current record of the power assurance checks will be maintained with the aircraft under this Agreement and any renewal periods.

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

(c) Maintenance Flights

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

(d) Reserved

(e) Calibrated Tools

All Torque wrenches and measuring devices must be calibrated annually. A decal showing current calibration must be affixed to each tool showing calibration date.

B-6 AIRCRAFT AND EQUIPMENT SECURITY

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

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

(c) Examples of unacceptable disabling systems are:

(1) Locked door/windows; and/or

(2) Fenced parking areas.

B-7 AVIONICS REQUIREMENTS

(a) Minimum Requirements

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

SECTION B
DESCRIPTION/SPECIFICATIONS

The following are the minimum avionics which shall be installed. Additional avionics may be required in section B of this agreement.

(1) All Helicopters

- (i) One VHF-AM Radio (COM 1)
- (ii) One VHF-FM Radio (FM 1)
- (iii) One Auxiliary FM system (AUX FM) {Not required in heavy helicopters with 2 VHF-FM radios installed or KMAX}
- (iv) One Global Positioning System (GPS)
- (v) An Intercom System (ICS) {Not required in single occupant aircraft}
- (vi) Audio Control systems applicable to the type of aircraft offered
- (vii) An Emergency Locator Transmitter (ELT)
- (viii) An Automated Flight Following System (AFF)
- (ix) One Transponder
- (x) One Altimeter and Automatic Pressure Altitude Reporting system
- (xi) One Auxiliary Power Source (3 Pin) {Not required in helicopters not approved for passengers}
- (xii) One Bucket/Torch Connector (9 Pin) {Not required in heavy helicopters}
- (xiii) Lighting for night operations in accordance with 14 CFR 91.205 (c)
- (xiv) Lighting for all instruments required by 14 CFR 91.205 (b)
- (xv) ADS-B OUT will be required beginning January 1st 2020

(2) Reserved

(3) Reserved

(4) Helicopters approved for Air Tactical operations

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

- (i) Type I

SECTION B
DESCRIPTION/SPECIFICATIONS

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

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

(C) Radio transmit capability from the aft passenger compartment connected to the SIC/observer Audio Control system. An Aft Audio Control system for this position is acceptable.

(ii) Type II

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

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

(C) Radio transmit capability from the aft passenger compartment connected to the SIC/observer Audio Control system. An Aft Audio Control system for this position is acceptable.

(iii) Type III

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

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

(b) Avionics Specifications

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

(1) Communications systems

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

(i) VHF-AM Radios

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

(ii) VHF-FM Radios

SECTION B
DESCRIPTION/SPECIFICATIONS

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

<http://www.nifc.gov/NIICD/documents.html>. The following requirements shall be met.

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

(B) Transceivers shall have a GUARD capability constantly monitoring 168.625 MHz and have a tone of 110.9 on all GUARD transmissions. Simultaneous monitoring of MAIN and GUARD is required. Scanning of GUARD is not acceptable. Aircraft not approved for Air Tactical operation only require one FM GUARD receiver.

(C) Transceivers shall have the capability of encoding CTCSS sub audible tones on all channels. A minimum of 32 tones meeting the current TIA/EIA-603 standards shall be selectable.

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

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

(iii) Auxiliary FM systems (AUX FM)

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

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

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

SECTION B
DESCRIPTION/SPECIFICATIONS

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

(iv) Non-Standard Radios

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

(v) Public Address systems (PA)

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

(A) External PA

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

(B) Internal PA

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

(vi) Satellite Communications System (SatCom)

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

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

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

(v) Reserved

(vi) Reserved

(2) Audio Systems

SECTION B
DESCRIPTION/SPECIFICATIONS

(i) Intercom Systems (ICS)

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

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

(ii) Audio Control Systems

(A) General

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

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

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

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

(B) Drop Cord Requirements

- Coil cord that extends to 6 feet nominally
- 6-Pin MS3476L10-6P type connector on the coil cord
- U-92 (TJT-120) type audio jack on the housing
- Large clip
- Volume control
- ICS switch with momentary and lock positions
- Radio PTT switch (only for positions which require radio transmit)

(C) Aft Audio Control Systems (when required)

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

(D) Required Audio Control systems

The following audio control systems are required based on helicopter type

- Helicopters not approved for passengers
A single audio control system for the PIC and SIC/observer
- Light and Medium Helicopters approved for passengers
Two separate audio control systems (which may be combined in a single unit) for the PIC and SIC/observer
- Heavy Helicopters approved for passengers
Two separate audio control systems (which may be combined in a single unit) for the PIC and SIC/observer and an aft audio control system for the Helicopter Manager.

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(3) Navigation Systems

(i) Global Positioning Systems (GPS)

(A) Aeronautical GPS

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

(B) Portable Aviation GPS

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

(C) GPS with Moving Map

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

(4) Surveillance systems

(i) Emergency Locator Transmitters (ELT)

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

(ii) Automated Flight Following systems (AFF)

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

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

(B) AFF equipment must be registered with AFF.gov providing all requested information. Changes to equipment and registration information shall be reported to AFF.gov ensuring the program is current prior to aircraft use. For assistance, the Fire Applications Help Desk (FAHD) may be reached at (866) 224-7677 or (616) 323-1667.

(C) An AFF operational test shall be performed by the vendor no less than seven calendar days prior to the annual compliance inspection. This test must ensure that the system meets all requirements and is displayed in the AFF viewer with the correct information. A user name and password are required. Registration and additional information are available at <https://www.aff.gov/>. If the aircraft is not displaying properly, the vendor shall notify AFF.gov.

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

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

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

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(iii) Additional Telemetry Unit (ATU)

This section is applicable to all rotor-wing aircraft that require an ATU.

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

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

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

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

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

(F) The vendor shall provide a completed Exhibit 33 that clearly describes their ATU system.

(G) The vendor shall verify the data is transmitting and displaying correctly on the ATU provider's website and the Government's application(s) it is required to report to.

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(H) If the ATU becomes unreliable, the system shall be returned to full operational capability within 14 calendar days after the system is discovered to be unreliable.

(iv) Transponders

Transponder systems shall meet the requirements of 14 CFR 91.215(a). Part 135 aircraft shall meet the "Mode S" requirements of 14 CFR 135.143(c). Transponder systems shall be tested and inspected every 24 calendar months as specified by 14 CFR 91.413.

(v) Altimeter and Automatic Pressure Altitude Reporting systems

Altimeter, static pressure, and automatic pressure altitude reporting systems shall be installed and maintained in accordance with the IFR requirements of 14 CFR Part 91. These systems shall be tested and inspected every 24 calendar months as specified by 14 CFR 91.411.

(vi) Reserved

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

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

(5) General Systems

(i) Reserved

(ii) Auxiliary Power Source (3 Pin)

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

(iii) Bucket/Torch Connector (9 Pin)

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

(B) The bucket open switch must be clearly labeled "Open", spring-loaded to the "Off" position, and mounted on the collective to avoid confusion with the cargo hook release. The switch must be of a different design and

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mounted in such a way as to not easily be confused with the RPM Control (Beep switch).

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

(iv) VHF-FM Programming Ports

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

(v) GPS Data Connectors

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

(vi) External Portable Aviation GPS Antennas

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

(vii) Dual USB charging Ports

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

(viii) Portable Electronic Device (PED) Tolerance

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(A) The aircraft must be certified as tolerant to portable electronic devices (PEDs), including transmitting PEDs, in accordance with RTCA/DO-307 for all phases of flight. This must be accomplished via an STC equivalent to Liberty Partners STC11071SC with configuration LP-S001-B03 and include approval for wireless intercom adapters. An appropriate supplement must be incorporated into the aircraft flight manual.

(B) The contractor must have documented procedures and training to clearly address:

- PEDs approved for use on board the aircraft
- Situations when approved PEDs can and cannot be used
- How and when PEDs must be secured or stowed
- PED modes of operation that can and cannot be used
- How and when to inform passengers of the contractor's PED policies and procedures
- How to manage scenarios such as suspected or confirmed electromagnetic interference, PED unit or battery smoke or fire, or other scenarios

(c) Avionics Installation and Maintenance Standards

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

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

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

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

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

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

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(6) Avionics systems shall meet the performance specifications of FS/OAS A-24 Avionics Operational Test Standards. For a copy of all FS/OAS documents visit <http://www.nifc.gov/NII/CD/documents.html>.

B-8 DATA, IMAGES AND VOICE RECORDINGS

All contractually required recorded data, and images and voice data collected or stored from radios, sensors, phones, cameras or other audio and image recording devices are the property of the of the USDA Forest Service while on contract.

This will include but not be limited to, Additional Telemetry Units, Automated Flight Following, and Operational Loads Monitoring data and data collected or stored from EO/IR sensors, any cameras, radios or other audio and video recording devices owned by the contractor, contractor representatives or the Forest Service. Use of the audio and image data outside of the scope of the contract is prohibited unless authorized in writing by the contracting officer.

B-9 RESERVED

B-10 OPERATIONS

(a) General

(1) Regardless of any status as a public helicopter operation (see Exhibit 28), the Contractor shall operate in accordance with their approved 14 CFR 135 Operations Specification and all portions of 14 CFR 91 (including those portions applicable to civil aircraft) and each certification required under this Agreement unless otherwise authorized by the CO. Forest Service acknowledges certain special use missions do not fall within the purview of 14 CFR Parts 135 and 91. Special use missions include but are not limited to rappel short haul aerial ignition and rope assisted deployment operations.

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

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

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

(5) Use (Exhibit 13, Interagency Helicopter Load Calculation and Exhibit 12, Hourly Flight Rates, Fuel consumption, and Weight Reduction Chart) per aircraft type and the

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appropriate Hover Ceiling Charts (HOGE and HIGE) from the approved Rotorcraft Flight Manual.

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

(7) All documents required to be with aircraft during contract period, may be stored in an electronic storage device. The storage device must have a viewing screen of at least 7 inches. If an electronic storage device is used, a paper back up for each required document must be available with the support vehicle. Examples of approved storage device are Tablet; IPAD etc. smart phones will not be acceptable.

(b) Pilot Authority and Responsibilities

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

(2) The pilot is responsible for computing the weight and balance for all flights and for assuring that the gross weight and center of gravity do not exceed the aircraft's limitations. Pilots shall be responsible for the proper loading and securing of all cargo. Load calculations (Exhibit 13, Form 5700-17/OAS-67) shall be computed and completed daily by the pilot using appropriate flight manual hover performance charts.

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

(4) After engine(s) shutdown, the pilot may exit the aircraft while the rotor(s) are turning if the Rotorcraft Flight Manual (RFM) allows and the pilot remains within the arc of the rotor(s). The pilot shall coordinate this action with the Helicopter Manager. If not allowed by the RFM, aircraft must be shut down and rotors stopped for pilot to exit aircraft or change seats.

(5) Pilot(s) will use an approved cockpit checklist for all flight operations. Rotorcraft Flight Manual Checklist.

(6) Toe-in, single-skid, step-out landings are prohibited.

(7) Equipment such as radios, survival gear, fire tools, etc., shall be located in or on the aircraft in such a manner as to potentially not cause damage or obstruct the operation of equipment or personnel. All cargo shall be properly secured.

(8) The pilot shall not permit any passenger in the helicopter or any cargo to be loaded therein unless authorized by the Helicopter Manager.

(9) Passenger Briefing - Before each takeoff, the PIC shall ensure that all passengers have been briefed in accordance with the briefing items contained in 14 CFR 135.

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Briefing shall include the following; Personal Protective Equipment (PPE), Shut-Off Procedures for Battery and Fuel, and Aircraft Hazards.

(10) Flight Plans - Pilots shall file and operate on a FAA, ICAO, or agency flight plan. Contractor flight plans are not acceptable. Flight plans shall be filed prior to takeoff when possible.

(11) Flight Following - Pilots are responsible for flight following with the FAA, ICAO, or in accordance with FS or DOI-Bureau approved flight following procedures, which includes Automated Flight Following (AFF) and radio check-ins.

(12) Manifesting - Prior to any takeoff, the PIC shall provide the appropriate FS or DOI dispatch office/coordination center or helibase with current passenger and cargo information.

(13) Fuel Reserve - To provide adequate fuel reserve all operations shall comply with 14 CFR 91 for VFR (20-minutes reserve).

(14) During missions that involve transporting agency personnel, a HOGE power check shall be performed for either the takeoff or landing, whichever is most restrictive. This requirement applies to pinnacles, ridgelines and confined areas or any first time missions into/out of a HOGE site. Refer to the interagency helicopter pilot practical test standards and can be found at this website:

https://www.fs.fed.us/fire/av_safety/promotion/Technical_Bulletins/IATB_17-01_HOGE_Power_Check_508.pdf.

(c) IFR/Night Flight - Not authorized

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

The Contractor is responsible for removal, reinstallation and security of the doors at all times. However, Government personnel may assist with removal and reinstallation when properly trained by the mechanic or pilot. The contractor shall maintain full responsibility to ensure the procedure is accomplished correctly.

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

(e) External Load Operations

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

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

(ii) Helicopters equipped with a tail rotor and conducting external load operations (excluding class A loads) will be limited to an airspeed of 80 knots indicated or

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the airspeed limitation established by the rotorcraft flight manual, whichever is less. All other helicopters conducting external load operations shall comply with applicable Rotorcraft Flight Manual Limitations.

(iii) When conducting external load operations, rotors will remain above the canopy or helicopter will operate within an opening no less than 1 ½ times the main rotor diameter (e.g. an aircraft with a 48' main rotor diameter would require a 72' diameter opening).

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

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

(2) Cargo Operations

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

(3) Bucket Operations

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

(A) For calculation of the allowable bucket payload use 8.3 pounds per gallon for water. When mixed fire retardant is being delivered by bucket, use the actual weight per gallon of the mixed retardant.

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

(C) When a bucket is attached directly to the cargo hook, it is critical to measure the maximum length of the extended bucket from the shackle on the control head to the extended dump valve/fire sock, making sure that it is at least 6-inches less than the distance from the belly hook to the closest possible point on the tail rotor. Lines attached between the cargo hook and the bucket shall extend the bucket past the outside arc of the tail rotor, the line shall be no shorter than 50 feet.

(D) Reserved

(ii) Non-gated bucket operations

(A) Partial dips are not authorized.

(B) At the beginning of the fuel cycle, bucket capacity shall be adjusted so that the bucket, when filled to the adjusted capacity, does not exceed the allowable payload.

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(C) Bucket capacity at each position or adjustment level shall be marked on the bucket. Collapsible buckets with cinch straps shall only be adjusted to marked graduations (i.e., 90%, 80%, and 70%). Intermediate graduations or capacities below the manufacturer's minimum graduation (by tying knots, etc.) are prohibited.

(iii) Gated bucket operations

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

(B) Partial filling is authorized, based on aircraft performance and environmental conditions.

(4) Tank Operations

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

(i) Snorkel removal and installation shall be the Pilots responsibility at all times. However, Government personnel may assist with removal and installation when properly trained by the mechanic or pilot.

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

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

(f) Reserved

(g) Dual Controls

Dual controls- Dual controls are required and shall be made accessible to an approved agency helicopter inspector pilot (HIP) for all pilot performance evaluations. During flight operations the front seat not occupied by a pilot may only be occupied by a helicopter manager or an authorized crewmember briefed by the PIC or HMGB. For type 3 aircraft, the dual controls shall be removed except during pilot evaluation, unless aircraft type certification prevents controls from being removed.

(h) Transportation of Hazardous Material (HazMat)

(1) Helicopters may be required to carry hazardous materials. Such transportation shall be in accordance with DOT Special Permit and the DOI or NWCG Standards for Aviation Transport of Hazardous Materials (PMS 513). A copy of the current Special Permit and handbook/guide and DOT Emergency Response Guide (ERG) shall be aboard each aircraft operating under the provisions of this Special Permit and can be found at this website: <https://www.nwcg.gov/sites/default/files/publications/pms513-fs-dot-sp-9198.pdf>

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(2) It is the responsibility of the Contractor to ensure that Contractor employees have received training in the handling of hazardous materials. Documentation of this training shall be retained by the company in the employee's records and made available to the Government as required. The training, A-110 is available at this website:

<https://www.iat.gov/>.

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

B-11 CONTRACTOR'S ENVIRONMENTAL RESPONSIBILITIES

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

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

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

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

(e) For more information go to <https://www.nwcg.gov/publications/444>.

An SPCC plan is required to be in each FSV used on this agreement regardless of bulk storage container (tank) size. See Exhibit 8.

B-12 PERSONNEL

(a) General

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

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

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

(4) Vendor-QA/Evaluation/Safety checks may be conducted.

(b) Pilot Approvals and Qualifications

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

(2) PIC's shall pass a flight evaluation within a 36 month period. The government retains the right to conduct a QA/Standardization evaluation at any time. The HIP will be accounted for in the W&B and load calculation just as they would for any evaluation flight. The evaluation will be conducted in accordance with the Interagency Helicopter Practical Test Standards (http://www.nifc.gov/aviation/av_documents/av_helicopters/IHPPTS.pdf) and per the contract specifications. The flight check will be in an aircraft supplied by the Contractor at no expense to the Government. The satisfactory completion of the evaluation flight will not substitute for any of the total flight hour requirements listed in this clause.

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

(4) Reserved

(c) Pilot Requirements - General

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

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

(3) Written evidence of an Equipment Check Endorsement for Restricted Category helicopters by the Chief Pilot (as applicable).

(4) Written evidence of qualification to meet 14 CFR 133.

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

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

(7) Proof of qualifications to meet 14 CFR 137.

(8) Each pilot shall pass an agency flight evaluation in make, model, and series - conducted over typical terrain.

(9) The contractor shall ensure that a pilot who is presented for initial carding meets all requirements as outlined in paragraph B-12 (d) Pilot Requirements-Experience after award. The contractor shall verify all pilot hours submitted on form FS-5700-20a as determined from a certified pilot log or permanent record to ensure accuracy. Additionally, for pilots seeking initial approval, the contractor shall identify previous employers and submit the information on form FS-5700-20b (form pending) found in Exhibit 18. The information submitted is subject to verification by an Interagency Pilot Inspector.

(10) Pilots may function as mechanics providing:

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

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

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

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

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

(d) Pilot Requirements – Experience

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

All Helicopters Minimum Experience Flying Hours

Total Time 1,500

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Pilot-in-command hours:

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

*Flight hour requirements may be reduced by 50% if the pilot submits evidence of satisfactory completion of the manufacture’s approved pilot ground and flight procedures training in the applicable make and model or FS/OAS-accepted equivalent training (accepted equivalency applicable to Type II Helicopters Only).

**The contractor may request that this pilot flight hour requirement be waived for a pilot under special circumstances; however, the waiver may or may not be granted. The contractor should contact the Contracting Officer in advance of this need for additional information on this process. No other pilot qualification exceptions will be considered by the Government.

***Weight class is defined as;
 Small aircraft – aircraft of 12,500 or less, maximum certificated takeoff weight
 Large aircraft – aircraft of more than 12,500 pounds, maximum takeoff weight

Additional Special Mission Requirements:

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

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

*Mandatory for Type I, II & III Exclusive Use and Type I & II CWN Pilots. Optional for CWN Type III Pilots

1 Mountain Flying - Helicopter Pilot: 200 hours experience operating helicopters in mountainous terrain identified in 14 CFR 95 Subpart A-Designated Mountainous Area. Experience operating outside the United States may be considered “Mountain Flying” providing it is conducted in mountainous regions defined as 2000 feet above surroundings containing long slopes, deep valleys, and high ridges. Operating includes maneuvering and numerous takeoffs and landings to pinnacles, ridgelines and confined areas.

(e) Pilot - Equipment Proficiency

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

(f) Pilot - Vertical Reference Proficiency **Optional for CWN Type III Pilots**

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

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

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

(g) Reserved

(h) Mechanic Qualifications

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

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

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

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

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

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(4) Mechanics shall have satisfactorily completed a manufacturer's maintenance course or an equivalent Forest Service or DOI-approved Contractor's training program for the make and model of helicopter offered, or show evidence the mechanic has 12-months maintenance experience on a helicopter of the same make and model offered. The mechanics must have documented training in the following: company policies and procedures, company operations procedures, maintenance procedures, contract requirements and SMS.

(5) All mechanic qualifications shall be documented on the Aircraft Mechanic (Helicopter) Qualifications Form signed by the mechanic offered. A company representative, other than the mechanic in question, shall certify by signing the Aircraft Mechanic (Helicopter) Qualifications Form that each mechanic offered under this agreement has met the minimum certification, training, and experience qualifications of this section. The Aircraft Mechanic (Helicopter) Qualifications Form can be found in Exhibit 20 of the agreement.

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

(i) Availability of Mechanics

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

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

(j) Fuel Servicing Vehicle Driver Qualifications

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

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

(3) The FSV driver must have documented training in the following: company policies and procedures, company operations procedures, maintenance procedures, contract requirements and SMS.

B-13 CONDUCT AND REPLACEMENT OF PERSONNEL

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

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

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

B-14 SUSPENSION AND REVOCATION OF PERSONNEL

(a) The COR/HIP/AMI may suspend after conferring with the CO, a contractor pilot, mechanic, or fuel servicing vehicle driver who fails to follow safe operating practices, does ineffective work, or exhibits conduct detrimental to the purpose for which contracted, or is under suspension or revocation by another government agency. Documentation of the suspension shall be provided to the CO.

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

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

(d) When a pilot/mechanic is suspended, and when requested, the interagency pilot/mechanic qualification card(s) shall be surrendered to the CO or authorized Government representative. Suspension will continue for up to 90 days or until:

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

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

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

(a) After award and inspection of initial helicopter the contractor may, at the option of the Government, propose a substitute or replacement helicopter or equipment equal to or greater than agreement awarded performance after receipt of agreement modification by the Contracting Officer. A agreement modification shall only be provided after the contractor has submitted documentation for the substitution helicopter equal to the information originally submitted for the awarded helicopter. Once approval of the helicopter has been received by the contractor, contractor must contact the appropriate National or Regional Aviation Maintenance Inspector (AMI) for inspection and carding of the helicopter. Reinspection provisions will apply.

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

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

B-16 FLIGHT HOUR AND DUTY LIMITATIONS

(a) Flight limitations. Flight crewmembers shall be subject to the following flight hour limitations:

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

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

(3) Flight time shall not exceed a total of 8-hours per day. Except for flights point-to-point (airport to airport, heliport to heliport, etc.) with a pilot and co-pilot shall be limited to 10-flight hours per day. (A helicopter that departs "Airport A," flies reconnaissance on a fire, and then flies to "Airport B," is not point-to-point).

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

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

(1) Assigned duty of any kind shall not exceed 14-hours in any 24-hour period. Local travel up to a maximum of 30-minutes each way between the work site and place of

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lodging will not be considered duty time. When one-way travel exceeds 30 minutes, the total travel time shall be considered as part of the duty day.

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

(2) The pilot shall be given a minimum of 10 consecutive hours of rest (off duty) prior to any duty assigned duty period.

(3) Pilots shall be have two (2) calendar days of rest (off duty) during any 14 consecutive duty days. Various work schedules are acceptable as per Section B. The compliment of contract personnel shall be on the same work schedule however days off may be staggered. (Examples of work schedules are 12 on and 2 off, 12 on and 12 off)

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

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

(c) During times of prolonged heavy fire activity, the Government may issue a notice reducing the Pilot duty day/flight time and/or increasing off-duty days on a geographical or agency-wide basis. When a notice is issued the government representative will provide a copy of the notice and the procedures for exemptions. Payment for a non-flight day will either be at the daily availability rate or the hourly stand-by rate as applicable.

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

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

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

(g) The Contractor may furnish a relief crew to meet the days off requirement in accordance with B-16, Flight Hour and Duty Limitations. Payment will be made in accordance with B-42 Transporting of Relief Crews. Approval to furnish relief crews and costs for transporting of relief crews will be approved in advance by the helicopter manager. Approval will be noted on the payment invoice in the remarks section.

(h) Mechanics

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(1) Within any 24-hour period, personnel shall have a minimum of 8 consecutive hours off duty immediately prior to the beginning of any duty day. Local travel up to a maximum of 30 minutes each way between the work site and place of lodging will not be considered duty time. When one-way travel exceeds 30 minutes, the total travel time shall be considered as part of the duty day. **Note:** The above travel time in excess of 30 minutes is considered duty time but is not compensable under standby or extended standby.

(2) Mechanics will have a minimum of 2 full calendar days off duty during any 14 day period unless a 14 on 14 off work schedule is approved by the contracting officer under A-7 "Other." Days need not be consecutive.

(3) Duty includes standby, work, or alert status at any location.

(4) Mechanics may be removed from duty for fatigue or other causes created by unusually strenuous or severe duty before reaching duty limitations.

(5) The mechanic shall be responsible to keep the Government apprised of their ground duty limitation status.

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

(i) Fuel Servicing Vehicle Drivers

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

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

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

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

B-17 ACCIDENT PREVENTION AND SAFETY

(a) The Contractor shall furnish the COR with a copy of all reports required to be submitted to the FAA in accordance with 14 CFR that relate to pilot and maintenance personnel performance, aircraft airworthiness or operations. The Contractor will submit an FAA Form 8010-4, Malfunction or Defect Report, or file electronically in the FAA's Service Difficulty Reporting (SDR) system any maintenance deficiency identified in 14 CFR Part 21.3(c), 135.415, 135.417 or as requested by the government for what it considers a significant discrepancy.

(b) Following the occurrence of a mishap, the CO or designated representative will evaluate whether noncompliance or violation of provisions of the contract have occurred.

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

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

(e) The Aviation Safety Communique (SAFECOM) database fulfills the Aviation Mishap Information System (AMIS) requirements for aviation mishap reporting for the US Forest Service and the Department of Interior agencies. Categories of reports include incidents, hazards, maintenance, and airspace. The system uses the SAFECOM form to report any condition, observation, act, maintenance problem, or circumstance with personnel or the aircraft that has the potential to cause an aviation-related mishap. Contractors are to use this system to report while on contract to the USFS.

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

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

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

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

(f) Contractors Stand-Down or Deactivation

(1) The Contractor shall immediately notify the Contracting Officer by telephone, followed up with a written notification (email or letter) to the Contracting Officer, when the

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Contractor implements a stand-down or when the Contractor de-activates any or all of the aircraft/fleet that is operating in compliance with this contract. The Contractor's verbal and written notifications shall include all of the tail number(s) for all the effected aircraft, the rationale for the stand-down/deactivation, and the estimated duration of the stand-down or the deactivation.

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

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

B-18 MISHAPS

(a) Reporting

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

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

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

(b) Forms Submission

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

(2) Reserved

(c) Wreckage Preservation

(1) The Contractor shall not permit removal or alteration of the aircraft, aircraft equipment, including fuel servicing vehicles (fuel samples), support trailers/vehicles and equipment or records following an "Aircraft Mishap" which results in any damage to the aircraft or injury to personnel until authorized to do so by the CO. Exceptions are when threat-to-life or property exists; the aircraft is blocking an airport runway, etc. The CO shall be immediately notified when such actions take place. Upon request of the government, the contractor will provide copies of pertinent records and data (CVR, FDR, OLMS, etc.) following a mishap.

(2) Reserved

(d) Investigation

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The Contractor shall maintain an accurate record of all aircraft accidents, incidents, aviation hazards and injuries to Contractor or Government personnel arising in the course of performance under this Contract. Further, the Contractor fully agrees to cooperate with the USFS during an investigation and make available personnel, personnel records, aircraft records, and any equipment, damaged or undamaged, deemed necessary by the USFS. Following a mishap, the Contractor shall ensure that personnel (Pilot, mechanics, etc) associated with the aircraft will remain in the vicinity of the mishap until released by the CO.

B-19 PERSONAL PROTECTIVE EQUIPMENT

(a) General Operations

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

(b) Helmets

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

(2) Flight helmets currently approved for helicopters are outlined in the Aviation Life Support Equipment (ALSE) handbook at https://www.doi.gov/sites/doi.gov/files/uploads/interagency_alse_handbook_v2.8.pdf.

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

(c) Clothing

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

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

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

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

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

(d) Ground Operations

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

- (i) Shirt with long-sleeves overlapping gloves, long-pants, hardhat/flight helmet with chinstrap, boots, hearing and eye protection.
- (ii) Maintenance personnel (mechanics only) working on engine(s) running and/or rotor(s) turning on aircraft are exempt from gloves, eye protection (eye protection may be worn at the option of maintenance personnel or company policy), long sleeves, and hardhat requirements.

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

(e) Personal Flotation Devices

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

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

(f) Contractor will provide USFS approved personal fire shelters (spec. 5100-606) for all contractor personnel covered under this contract. See NFES 2710: <https://www.fs.fed.us/t-d/pubs/pdfpubs/pdf03512803/pdf0352803dpi72pt01.pdf>. Instruction in the use of shelter deployment shall be completed and documented by the contractor and verified by the Helicopter Manager. Shelter deployment training shall be completed yearly. The condition and care of the shelter will meet USFS standards. Fire shelter shall be on-board the helicopter at all times while under contract and included in the equipped weight (8 lbs). Ground crews shall have fire shelters readily available for use if needed. FSV driver will have readily accessible in FSV a USFS approved fire shelter.

B-20 INSPECTION AND ACCEPTANCE

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

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

Pre-Use Inspection of Equipment and Personnel

(a) After award of the agreement and any renewal thereof, an inspection of the contractor's equipment and personnel will be made prior to any use. Inspections may be scheduled by mutual agreement between the Contracting Officer and the Contractor. Inspection priority and

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determination of need shall be at the government's discretion. The inspection will take place at the contractor's facility or other location as approved by the Contracting Officer.

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

(c) At the scheduled inspection, the contractor shall provide a complete listing of all FAA ADs and Manufacturer's Mandatory Service Bulletins (MSBs) applicable to the make, model, and series of aircraft being offered. Documentation of compliance to each AD and MSB will include date and method of compliance, date of recurring compliance, and an authorized signature and certificate number will be recorded. The list shall be similar to that shown in AC 43-9c, as amended.

(d) All components or items installed in the offered aircraft that are subject to specified time basis or schedule (time/calendar life) for inspection, overhaul, or replacement shall be listed and made available to the Government at time of inspection. The list shall include component name, serial number, service life or inspection/overhaul time, total time since major inspection, overhaul, or replacement and hours/cycles calendar time remaining before required inspection, overhaul, or replacement. The list shall be similar to that shown in AC 43-9c, as amended.

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

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

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

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

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

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

(1) Certificates/Agreement

(i) Copy of 14 CFR 133

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

(iii) Copy of 14 CFR 137

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

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

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(2) Pilots

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

(USFS Form FS-5700-20a or OAS Form 64B)

(ii) Completed "Flight Hour Requirements & Experience Verification with form."
(See Exhibit 18)

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

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

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

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

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

OR

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

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

"AND"

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

(viii) Copy of FAR 133 endorsement.

(ix) Copy of FAR 137 endorsement.

(x) Reserved

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

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

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

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

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

(xiv) Equipment Check Endorsement

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

(A) Operations Training; 1.0 hour Minimum

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

(B) Aircraft Ground Training; 2.0 hour Minimum

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

(C) Aircraft Flight Training; 1.0 hour Minimum

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

(3) Equipment

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

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- (ii) Longline(s) of at least 150 feet and a suitable weight shall be available
- (iii) Aircraft maintenance records
- (iv) Fuel servicing vehicle available
- (4) Mechanic(s)
 - (i) A&P Mechanic available
 - (ii) Completed A&P Qualifications and Approval Record Form with applicable qualifying mechanic's records.

B-21 PRE-USE INSPECTION EXPENSES

- (a) All operating expenses incidental to the inspection shall be borne by the Contractor.
- (b) Pilot evaluation flights may require up to 2-hours of flight time for each pilot as deemed necessary by the CO. Evaluations will be conducted in the Make and Model furnished for the contracts. If the contractor requests additional make and model approvals, the pilot must be qualified in accordance with B-12 and must pass an evaluation flight in the additional aircraft if any of the items below apply:
 - (1) Initial carding in Make and Model
 - (2) Initial carding in type (type I, II, or III)
 - (3) Initial carding in that seating position (left to right or right to left)
 - (4) Interagency approval for make and model has lapsed by more than 12 months.
 - (5) Required by the Helicopter Inspector Pilot, or Contracting Officer
- (c) The Contractor shall ensure that a set of fully operational dual flight controls are installed in the aircraft during all pilot evaluation flights.
- (d) The Contractor will not be charged for the costs incurred by the Government on the initial pre-use inspection.
- (e) Discrepancies noted during a CWN inspection must be corrected within 30 calendar days, if the discrepancies are not corrected within 30 days a complete re-inspection will be required.

B-22 RE-INSPECTION EXPENSES

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

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B-23 INSPECTIONS DURING USE

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

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

(c) When the helicopter becomes unavailable due to mechanical breakdown, the Government reserves the right to inspect the aircraft after the Contractor's mechanic has approved the aircraft for return to service. For items covered under 14 CFR 135.415, the Contractor shall furnish the CO/Regional Maintenance Inspector with a completed copy of FAA Form 8010-4, Malfunction or Defect Report, or a Helicopter Association International (HAI) Maintenance Malfunction/Information Reporting Form 9 (as applicable).

B-24 PERIOD OF BASIC ORDERING AGREEMENT

This basic Ordering Agreement will be in effect for up to four years from date of award. The unit prices for individual orders will be in accordance with the pricing defined prior to the establishment of the initial agreement. This agreement may be discontinued by either party upon 30 day's written notice.

B-25 AUTHORIZED ORDERING ACTIVITIES

(a) Type III Helicopter orders for services may be placed only by those identified herein to place orders. Orders for fire incidents and emergency support will only be placed by the GACC or local unit unless directly ordered by NICC. There may be occasions where orders for project work outside the fire incident/emergency support would be placed by the applicable agency Contracting Officer. If services are ordered by the Contracting Officer, GACC or NICC will be advised of aircraft status by the end user of those services. Contractors shall not accept orders or dispatches from sources other than GACC or NICC or the agency specific Contracting Officer.

(b) Ordering Procedures

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

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

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

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(3) It is the contractors' responsibility to keep the aircraft desk at NICC informed (or GACC for Type III helicopters) on the location and availability of their helicopter(s) for fire and project assignments. The Phone number at NICC is 1-208-387-5400 or for flight following 1-800-994-6312. If the contractor has not kept NICC currently informed on the location and status of the aircraft they will be considered not available for work under the agreement.

(c) Point-of-Hire

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

(d) Assigned Work Location(s)

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

(e) Ordered Availability Periods

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

B-26 DAILY AVAILABILITY REQUIREMENTS

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

(1) Inclement weather plan: The Pilot in Command (PIC) is the final authority for the safety and security of the helicopter. When inclement weather may be a concern, both Pilot and Helicopter Manager/COR must develop and document a contingency plan for the operational area to identify potential relocation destination (s) that will afford the best protection for the helicopter. Once agreed upon by both manager and pilot, the request to re-position or release the helicopter must be approved by aviation management staff (example: FAO, AOBD, UAO, UAM).

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

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

Dispatches that require extended flight planning due to non-local mobilization shall be able to respond with 60 minutes unless otherwise established the PI/COR.

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

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

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

(5) Reserved

B-27 UNAVAILABILITY

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

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

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(b) The Government may exercise its right to terminate for cause if there is unavailability in excess of three (3) full, consecutive calendar days or occurrence of unavailability during ten (10) percent of the total days in the Availability Period.

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

When any unscheduled maintenance or repairs are performed for mechanical or equipment deficiencies, a DOI/USFS approved Maintenance Inspector and the Contracting Officer will be notified for "return to contract availability", before the aircraft may again be allowed to fly under the contract. Depending on the complexity of the maintenance or repair, "return to contract availability" may be given by electronic or verbal means.

Do not return aircraft having mechanical or equipment deficiencies to "contract availability" until the aircraft has been approved by an authorized aircraft inspector.

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

B-28 PAYMENT PROCEDURES

(a) Services Received by the US Forest Service

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

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

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

(b) Services received by the Department of the Interior

(1) The Contractor's pilot in command (PIC) and the appropriate Government representative in the field must complete and sign an Aircraft Use Report (AUR), AMD-23/23E or other form as directed by the DOI CO that documents the daily services.

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(2) Upon completion of flight services, in accordance with paragraph (b) (2) (ii), an electronic report will be initiated by the Contractor in the Aviation Management System (AMS) or other electronic system as directed by the DOI CO that documents the daily services recorded on the signed AMD-23/23E or other form as directed by the CO. The AMS website address is: <https://ams.nbc.gov/maximo>. Hard copies of the signed Aircraft Use Report(s) are to be uploaded/attached to the electronic report created in AMS.

(i) All services to include flight time, daily availability and other authorized charges or deductions incurred under a DOI task order shall be recorded and submitted in AMS.

(ii) Aircraft Use Reports may be submitted no sooner than every two weeks or upon release from a fire incident or project if less than two weeks. Services provided and related charges must be shown on a daily basis.

(iii) Similar to the USDA, funding for wildland fire suppression is obligated after it has been input into AMS and validated by a Contracting Officer. Upon completion of the first fire suppression activity, the task order will be obligated and executed and sent to the vendor. The same task order number will be used for subsequent assignments and funds will be obligated and executed as above.

(3) Once the contractor receives the email with the obligated task order, the contractor will submit electronically their invoice through the U. S. Department of the Treasury's Invoice Processing Platform (IPP). The IPP website address is: <https://www.ipp.gov>. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

(i) Under the DOI order, the following documents are required to be submitted as attachments to the IPP invoice:

(A) Completed AUR's, (AMD Form 23/23E) or other form as directed by the DOI CO documenting daily services provided under the contract/order. The AUR or other form as directed by the DOI CO must be signed by the appropriate representatives of the Contractor and Government.

(B) Documentation required by the contract to support additional pay items (i.e. transportation worksheets, receipts, etc.).

(4) Questions for services received by the Department of The Interior should be directed to the DOI/AQD Contracting Office at 208-433-5035 or after hours at 571-328-9670.

B-29 PAYMENT FOR FLIGHT

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

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

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

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B-30 PAYMENT FOR AVAILABILITY

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

B-31 PAYMENT FOR EXTENDED STANDBY

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

B-32 PAYMENT FOR PROJECT USE

- (a) Daily Availability Rate plus Specified Flight Rate Method

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

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

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

OR

(b) "For non-fire suppression missions, Project Flight Rate may be used"

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

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

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

(4) The method of payment shall be established prior to the start of the project. The selected method of payment will be used for the duration of the project.

(5) Reserved

(6) Reserved

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

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B-34 ORDERING AND PAYMENT FOR ADDITIONAL AIRCRAFT AND PERSONNEL

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

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

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

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

B-35 REIMBURSEMENT FOR MOBILIZATION AND DEMOBILIZATION COSTS

(a) During mobilization and demobilization on **any day in which flight is performed**, no daily Availability is earned, and flight crew are required to remain overnight to and/or from point of hire, a lump sum of \$500 per authorized crew member will be paid.

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

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

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

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

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

(g) Claims for reimbursement shall be documented on the FS 6500-122 or DOI Flight AUR (Aircraft Use Report) or AMD 23/23E. Itemized receipts must support claims for reimbursement and must be kept on file by the contractor. Copies of receipts are to be provided to the helicopter manager for review and approval but are not required to be submitted with the FS payment document. DOI reimbursement claims will be supported by itemized receipts which must be included with the Invoice/OAS-23 for payment.

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

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(i) Aircraft released from the Assigned Work Location, demobilization costs paid back to the original point-of-hire. Prior to the aircraft departing, the manager shall coordinate with the pilot and demobilization costs estimated and paid as they actually occur.

(j) Should an aircraft relocate somewhere other than the original point-of-hire, demobilization costs will only be paid from the last assigned work location back to the original point-of-hire. If an aircraft does not return to the original point-of-hire but to another location, demobilization costs paid to either the original point-of-hire or final destination whichever is closer.

(k) Once an aircraft reaches its final destination whether point-of-hire, home base, or other location the pilot will relay the final demobilization numbers either to the manager or COR to close out the invoice.

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

B-36 PAYMENT FOR SUBSTITUTE/REPLACEMENT HELICOPTER

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

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

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

B-37 LODGING & MEALS

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

B-38 PAYMENT FOR FUEL SERVICING VEHICLE MILEAGE

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

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

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

(d) For Exclusive Use the fuel-servicing vehicle will be paid mileage when it is dispatched by the Government to give service support to helicopters away from the host base as follows. Any RON related travel is excluded.

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Vehicle Mileage Schedule

\$4.43 per mile - where the carrying capacity of aircraft fuel is 1,500 gallons or more

\$3.20 per mile - where the carrying capacity of aircraft fuel is at least 750 gallons to 1,499 gallons

\$2.47 per mile - where the carrying capacity of aircraft fuel is at least 350 gallons to 749 gallons

\$1.73 per mile - where the carrying capacity of aircraft fuel is less than 350 gallons

B-39 PAYMENT FOR FUEL TRANSPORTATION

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

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

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

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

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

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

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

B-40 PAYMENT FOR FOAM CONCENTRATE

(a) Reserved

(b) Any wildland fire chemicals used by the Contractor shall be on the list of approved Wildland Fire Chemicals found at the following website: <https://www.fs.fed.us/rm/fire/wfcs/index.htm>.

B-41 RELIEF CREW APPROVAL AND PAYMENT

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

(b) The reasonable cost of transporting a relief crew to and from the current assigned work location of the Helicopter will be paid by the Government. Claims for reimbursement will be

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supported by itemized receipt(s), but do not need to be submitted with the Flight Use Report for payment purposes although must be available for review by the Helicopter Manager; i.e., itineraries supporting round trips, names of travelers, etc. This cost reimbursement is not applicable to primary crews. DOI reimbursement claims will be supported by itemized receipts which must be included with the Invoice/AMD-23 for payment. Salary costs for Contractor employee(s) while in travel status is not a cost for which the Government will reimburse the Contractor.

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

B-42 PAYMENT FOR OVERNIGHT ALLOWANCE

No payment for CWN personnel is authorized.

B-43 MISCELLANEOUS COSTS TO THE CONTRACTOR

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

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

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

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

B-44 HELICOPTER MANAGER DELEGATED AUTHORITIES

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

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

(b) Administer helicopter services as provided in the agreement.

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

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- (d) Conduct investigations and prepare Statements of Findings when requested by the CO.
- (e) Suspend operations pending the removal or reinstatement of unsatisfactory equipment or personnel by the CO.
- (f) Coordinate temporary substitutions of helicopter(s) and pilot(s) with the CO.
- (g) Initiate and sign correspondence and other agreement administration documents over the title "Helicopter Manager."
- (h) Maintain Daily Diary of agreement activities.
- (i) Document availability, flight times, and other payment items on the Flight Use Report and submit daily into ABS or DOI invoice/AMD-23 as applicable.
- (j) Document and verify reasonable transportation costs for ordered additional personnel.
- (k) Establish daily schedules.
- (l) Approve authorized breaks.
- (m) Review the Helicopter Data Record for Inspection and Approval currency.
- (n) Review the Pilot's and Mechanics Interagency Qualification Card(s) for currency and qualifications.
- (o) Complete and submit Performance Report (Exhibit 15, Performance Report).
- (p) Review Contractor Power Trend Analysis Graph.
- (q) Government Helicopter Manager may ride in a Standard Category/Limited Use Helicopter during point-to-point flights and initial attack dispatches. The following conditions shall be met when the Manager is on board:
 - (1) FAA approved passenger or crew seat with available restraint system as per B-4 (d) General Requirements. This seat shall be in conformity with the helicopter's type certificate. The use of the observer's position (jump seat) is not approved.
 - (2) Authorization to ride in a Standard Category Heavy (Type I) Helicopter will be noted on the Aircraft Approval Form (Aircraft Data Card).
 - (3) Helicopter Managers shall not ride in helicopters certified as Restricted Category aircraft.
- (r) Discuss, develop and document an Inclement Weather Plan (IWP), reference B-26 (a) (1).

B-45 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION B
DESCRIPTION/SPECIFICATIONS

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

Cargo: Any material thing carried by the aircraft.

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

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

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

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

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

Equipped Weight:

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

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

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

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

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

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

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

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

SECTION B
DESCRIPTION/SPECIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION B
DESCRIPTION/SPECIFICATIONS

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

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

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

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

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

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

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. 559A-f)) and other illegal activities occurring on agency jurisdictional lands. Specific law enforcement activities can include surveillance (visual, infrared, or photographic), transportation of law enforcement personnel and persons in custody and transportation of property (both internally and externally). All helicopter activities including landings will occur at locations that are secured by law enforcement personnel or are locations removed from law enforcement actions.

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

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

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

Maintenance Deficiency: An equipment defect or failure which affects or could affect the safety of operations, or that causes an interruption to the services being performed.

SECTION B
DESCRIPTION/SPECIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Portable Electronic Device: Any kind of electronic device, typically but not limited to consumer electronics, brought on board the aircraft that is not permanently installed and part of the approved aircraft configuration. Electrical energy can be provided from internal sources, such as batteries, an aircraft power source or both. This includes transmitting PEDs (T-PEDs).

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

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

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

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

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

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

Special Use Missions:

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

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

Reconnaissance (Non-Fire): Observation and fact-finding reconnaissance, i.e. wildlife monitoring, snow surveys, search and rescue, timber and range surveys, insect and disease surveys, law enforcement, and aerial photography.

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

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

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

SECTION B
DESCRIPTION/SPECIFICATIONS

Type I (Heavy) Helicopter: A helicopter with a certified internal gross weight of over **14,001** pounds. Under the ICS helicopter typing system, a heavy helicopter is a Type 1 helicopter and has 10 + passenger seats (unless restricted category). Based on the KMAX limited use and its payload being over 5000 lbs it is considered a Type 1.

Type II (Medium) Helicopter: A helicopter with a certified internal gross weight between **7,001 and 14,000 pounds**. Under the ICS helicopter typing system, a medium helicopter is a Type 2 helicopter and has 9 or less passenger seats (unless restricted category).

Type III (Light) Helicopter: A helicopter with a certified internal gross weight of less than **7,000** pounds. Under the ICS helicopter typing system, a light helicopter is a Type 3 helicopter and has 9 or less passenger seats.

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

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

SECTION B
DESCRIPTION/SPECIFICATIONS

B-46 ABBREVIATIONS/ACRONYMS

A&P	Airframe & Powerplant (Mechanic)
ABS	Aviation Business Systems
AC	Advisory Circular
AD	Airworthiness Directive
AFF	Automated Flight Following
AOBD	Air Operations Branch Director
ASC	Albuquerque Service Center
ASP	Aviation Safety Plan
ATC	Air Traffic Control
ATCO	Air Taxi/Commercial Operators
BOA	Basic Ordering Agreement
CAB	Civil Aeronautics Board
CG	Center of Gravity
CO	Contracting Officer
CFR	Code of Federal Regulations
COR	Contracting Officer's Representative
COTR	Contracting Officer's Technical Representative
CPARS	Contractor Performance Assessment Reporting System
CVR	Cockpit Voice Recorder
CWN	Call-when-Needed (Agreement)
DOI	Department of the Interior
DOT	Department of Transportation
ELT	Emergency Locator Transmitter
EPA	Environmental Protection Agency
ETA	Estimated Time of Arrival
FAA	Federal Aviation Administration
FAO	Forest Aviation Officer
FASD	Fire Applications Support Desk
FAR	Federal Acquisition Regulations
FDR	Flight Data Recorder
FPMR	Federal Property Management Regulations
FSS	Flight Service Station
GPM	Gallons-Per-Minute
HIP	Helicopter Inspector Pilot
HOS	Helicopter Operations Specialist
IATB	Interagency Airtanker Board
ICAO	International Civil Aviation Organization
IFR	Instrument Flight Rules
IMC	Instrument Meteorological Conditions
MAP	Mandatory Availability Period/Availability Period
M&IE	Meals and Incidental Expenses
MSL	Mean Sea Level
NTSB	National Transportation Safety Board
NOTAM	Notice to Airmen
OAS	Office of Aviation Services
OLMS	Operational Load Monitoring System
PA	Public Address System
PASP	Project Aviation Safety Plan

SECTION B
DESCRIPTION/SPECIFICATIONS

PED	Portable Electronic Device
PIC	Pilot-in-Command
PTT	Push-To-Talk
RADS	Rope Assisted Delivery System
RAO	Regional Aviation Officer
RASM	Regional Aviation Safety Manager
RON	Remain-Over-Night
SIC	Second-in-Command/Co-Pilot
SPCC	Spill Prevention, Control and Countermeasure Plan Requirements
STC	Supplemental Type Certificate
TAS	Traffic Advisory System
TBO	Time between Overhaul
TCAS	Traffic Collision Avoidance System
TSO	Technical Standard Order
UAM	Unit Aviation Manager
UAO	Unit Aviation Officer
USFS	United States -Forest Service
VFR	Visual Flight Rules
VNE	Velocity Never Exceed
VSWR	Voltage Standing Wave Ratio

**SECTION C
 EXHIBITS**

EXHIBIT 1 - FIRST AID KIT AERONAUTICAL (B-4)

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

Item Description	Passenger Seats (0 – 9)	Passenger Seats (10 – 50)
Adhesive bandage strips (3 inches long)	8	16
Antiseptic or alcohol wipes (packets)	10	20
Emergency trauma dressing, 4 inch x 2'	2	4
Triangular bandage, 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
EMT trauma shears 5 1/2"	1	1
Body Fluids Barrier Kit:	1	1
▪ 2-pair of latex gloves		
▪ 1-face shield		
▪ 1-mouth-to-mouth barrier		
▪ 1-protective gown (optional)		
▪ 2-antiseptic towelettes		
▪ 1-biohazard disposal bag		
Combat Application Tourniquet (B-A-T) (optional)		

Note: Splints are recommended if space permits.

The kit's contents which have expiration dates shall not be acceptable if past their expiration dates.

**SECTION C
 DESCRIPTION/SPECIFICATIONS/EXHIBITS**

EXHIBIT 2 - SURVIVAL KIT AERONAUTICAL (LOWER 48) (B-4)

The contents shall include the following minimum items:

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

Suggested Survival Kit Items Dependent Upon Terrain and Climate:

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

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

The kit's contents which have expiration dates shall not be acceptable if past their expiration dates.

**SECTION C
 DESCRIPTION/SPECIFICATIONS/EXHIBITS**

EXHIBIT 3 - ALASKA, CARIBBEAN, CANADA, AND MEXICO SUPPLEMENT (B-1, B-7, B-33)

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

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

(a) General Equipment

Additional Equipment:

(1) One set of approved Tundra Boards or Snow Pads with accompanying FAA certification.

(2) Complete set of current aeronautical charts and navigation publications covering areas of operation within Alaska and Canada.

(3) Survival kit:

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

The minimum equipment to be carried during the summer months:

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

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

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

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

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 3 - ALASKA, CARIBBEAN, CANADA, AND MEXICO SUPPLEMENT (B-1, B-7, B-33)
(Continued)

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

FUEL SERVICING VEHICLE SPECIFICATIONS

A fuel servicing vehicle and driver are not required.

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

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

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

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

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

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

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

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

AVAILABILITY OF MECHANICS –

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

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 3 - ALASKA, CARIBBEAN, CANADA, AND MEXICO SUPPLEMENT (B-1, B-7, B-33)
(Continued)

(b) Payment for Availability

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

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

DOUBLE CREW: Maximum 24 hours per day.

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

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

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

(d) Transporting of Relief Crew

Reference Payment for Costs Away from the Host Base

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

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

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

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

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 3 - ALASKA, CARIBBEAN, CANADA, AND MEXICO SUPPLEMENT (B-1, B-7, B-33)
(Continued)

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

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

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

The kit's contents which have expiration dates shall not be acceptable if past their expiration dates.

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

Federal Aviation Regulations require that occupant restraints systems are to be replaced in aircraft manufactured after July 1, 1951; such systems shall conform to standards established by the FAA. These standards are contained in Technical Standard Order TSO-C22g. Restraint system eligible for installation in aircraft may be identified by the marking TSO-C22g, TSO-C114 on the webbing, or by a military designation number since military systems comply with the strength requirements of the TSO. Aircraft manufacturer installed restraint systems with part numbers are acceptable. Each system shall be equipped with an approved metal-to-metal latching device.

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

Unacceptable Condition Criteria:

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

References:

14 CFR 91.205
14 CFR 21.607
AC 21-34
TSO-C22g
TSO-C114

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

NOTE 1: For Tank Operations reference B-10 (e) (4)

NOTE 2: There will be NO on-board mixing of wildland fire chemicals on Forest Service owned, contracted, chartered or leased aircraft.

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

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

(1) Door(s)

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

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

(2) Venting

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

(3) Fill Port(s) (Not required for hover draft operations.)

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

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

- (i) The door open switch shall be the same switch that opens the water bucket.
- (ii) When required, the tank close switch shall be the same switch that closes the water bucket unless tank STC requires a different switch location.
- (iii) All tanks shall be equipped with an independently controlled and operated emergency dump system enabling the entire load to be dropped in less than 6-seconds. This system shall use mechanical, pneumatic, or fluid pressure for operation.

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

(iv) Emergency systems operated by pneumatic or fluid pressure shall be isolated from the normal tank system pressure. Normal function or failure of the normal system shall not affect the emergency system pressure. Emergency systems dependent on normal operating aircraft or tank systems for initial charge shall have a pressure gauge or indicator readily visible to the crew. Emergency systems dependent on precharged bottles shall have a positive means of checking system charge during preflight.

(v) The primary emergency dump control shall be positioned within easy reach of the pilot and copilot while strapped in their respective seats. Electrically operated controls shall be wired direct to a source of power isolated from the normal aircraft electrical bus and protected by a fuse or circuit breaker of adequate capacity.

(5) Certifications

(i) Reserved

(ii) Weight and balance computations shall be made with the tank full, empty, and removed, showing the helicopter to remain within acceptable center of gravity limits at all times.

(iii) The tank shall accept filling at a rate sufficient to allow the tank to be filled to capacity in no more than 1-minute.

(6) Type III helicopters

(i) Fixed Suppressant / Retardant Tank must be manufactured with an opening that allows use of the cargo hook for external load operations while tank is attached.

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

(7) For Type II Standard Category helicopters

(i) Snorkel will be removable.

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

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

(8) For Type I helicopters

(i) Tanked aircraft will display the last three numbers/letters of the aircraft registration on both sides of the aircraft. Numbers/letters will be high visibility/contrasting colors and a minimum 32 inches high and 5 inches wide. Number placement on the aircraft sides should give high consideration to visibility from the ground. If there is a duplication in Aircraft Identifier for substitute aircraft and/or if a fixed external tank is replaced or moved to a different airframe, contact your CO for direction.

Example: N282CL will display 2CL

(b) Suppressant Equipment

(1) Remote Cargo Hook

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

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

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

(i) Rotation resistant wire rope

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

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

(ii) Synthetic Long Line

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

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

(B) Working or Rated Load

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

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

Type I (Heavy)	4,500 lbs to 30,000 lbs or greater
Type II (Medium)	1,600 lbs to 4,500 lbs
Type III (Light)	750 lbs to 1,600 lbs

(C) Factor of Safety

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

(D) Knots and Splices

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

(E) Maintenance and Inspections

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

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

Acceptable Paint Schemes

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

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

- (b) One black and one white blade.
- (c) Paint schemes previously approved under Interagency Fire and Aviation Agreement.
- (d) Paint schemes and color variations specified by manufacturer in a service bulletin, instructions, or other manufacturer published document or text.

EXHIBIT 7 - RESERVED

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 8 - FUEL SERVICING EQUIPMENT REQUIREMENTS

(a) General

- (1) An approved fuel servicing vehicle (FSV) (truck, pump-house, or trailer) shall be provided with each helicopter. The FSV shall be inspected annually and possess current USFS or USDI-OAS inspection documentation.
- (2) The fuel-servicing vehicle shall be capable of transporting fuel over rough mountainous terrain to include grades of up to 9%.
- (3) Fuel tank/chassis combinations must meet DOT requirements.
- (4) Fuel servicing vehicles shall be properly maintained, cleaned, and reliable. Tanks, plumbing, filters, and other required equipment shall be free of leaks, rust, scale, dirt, and other contaminants. Trailers used for storage and transport of fuel shall have an effective wheel braking system.
- (5) Spare filters, seals, and other components of the fuel-servicing vehicle filtering system shall be stored in a clean, dry area in the fuel service vehicle. A minimum of one set is required to be with the vehicle.
- (6) The fuel servicing vehicle tank capacity shall be sufficient to sustain 8-hours of flight (14-hours of flight when the aircraft is doubled crewed and required in the Schedule of Items). Barrels are not acceptable.
- (7) All tanks will be securely fastened to the vehicle frame in accordance with DOT regulations and shall have a sump or sediment settling area of adequate capacity to provide uncontaminated fuel to the filter.
- (8) A 10-gallon per minute filter and pump is the minimum size acceptable. Filter and pump systems sizes shall be compatible with the helicopter being serviced.
- (9) The filter manufacturer's Operating, Installation and Service Manual shall be with the FSV. Filters shall be changed in accordance with the filter manufacturer's manual, at a minimum of every 12-months, whichever is less, and documented. The filter vessel shall be placarded indicating filter change date and documented in service vehicle log.
- (10) Gasoline engine driven pumps shall be designed to pump fuel, have shielded or insulated ignition system, Forest Service approved spark arrestor muffler, and a metal shield between the engine and pump. Other exposed terminal connections shall be insulated to prevent sparking in the event of contact with conductive material.
- (11) FSV shall have deadman controls designed to allow operation while wearing gloves and be held for the time needed. A pistol grip deadman device at the end of the nozzle or an electronic control to stop the pump is acceptable.
- (12) FSV shall have most current version of the Emergency Response Guidebook (ERG) on FSV either electronic or hardcopy.

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

(b) Equipment

(1) Each aircraft fuel servicing tank vehicle shall have two fire extinguishers, each having a rating of 20-B: C (more than 20 is acceptable) with one extinguisher mounted on each side of the vehicle. Extinguishers shall comply with NFPA 10 Standards for Portable Fire Extinguishers.

Note: FSV inspected after 1 January 2022 shall comply with the following:

Each FSV shall have two fire extinguishers, with one fire extinguisher mounted on each side. Extinguishers shall comply with NFPA 10 Standards for Portable Fire Extinguishers and each shall have a minimum rating of 40-B: C. Fire extinguishers with an A rating will not be acceptable.

(2) Fuel tanks shall be designed to allow contaminants to be removed from the sediment settling area.

(3) Only hoses compatible with aviation fuel shall be used for servicing. Hoses shall be kept in good repair. The hose shall be at least 50 feet in length, minimum of ½ the rotor diameter plus 20 feet for rapid refueling.

Note: FSV inspected after 1 January 2022 shall comply with the following:

(a) Aircraft fueling hose shall be removed from service after 10 years from date of manufacture.

(b) Aircraft fueling hose not placed into service within 2 years of the date of manufacture shall not be used.

(4) Fuel nozzle shall include a 100-mesh or finer screen (except for closed circuit systems), a dust protective device, and a bonding cable with clip or plug. No hold-open devices will be permitted.

(5) An accurate fuel-metering device for registering quantities in U.S. gallons of fuel pumped shall be provided. The meter shall be positioned in full view of the fuel handler while fueling the helicopter.

(6) Fuel servicing vehicle shall have adequate bonding cables.

(7) Fuel servicing vehicle shall comply with DOT and EPA requirements for transportation and storage of fuel, and shall carry sufficient petroleum product absorbent pads or materials to absorb or contain up to a 5-gallon petroleum product spill. The Contractor is responsible for proper disposal of all products used in the cleanup of a spill in accordance with the EPA, 40 CFR 261 and 262.

(8) All tank inlet ports, sump drains, and the fuel nozzle must be locked closed or stored inside locked compartments when not in use to preclude tampering, contamination, or improper drainage of the fuel supply.

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

(c) Markings

(1) Each fuel-servicing vehicle shall have "NO SMOKING" signs with 3-inch minimum letters visible from both sides and rear of vehicle.

(2) Each vehicle shall also be conspicuously and legibly marked to indicate the nature of the fuel. The marking shall be on each side and the rear in letters at least 3 inches high on a background of sharply contrasting color such as Avgas by grade or jet fuel by type. Example: Jet-A white on black background.

(3) All fuel servicing vehicles shall be placarded in accordance with 49 CFR 172.

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

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

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

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

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

Fueling systems shall utilize a three-stage system such as a Facet Part Number 900442-GNG-220 for 20 gallon-per-minute (gpm) pump, or equal. A Facet Part Number 900443-GNG-210 for a 10 gallon-per-minute pump, or equal. An acceptable third-stage (monitor) unit is Velcon CDF-220 Series for 20-gpm flow or Velcon CDF-210E for 10 gpm systems.

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

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

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

(e) Fuel Servicing

(1) General

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

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

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

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

(iv) Reserved

(2) Rapid Refueling

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

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

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

(ii) Rapid refueling of helicopters is permitted IAW NFPA 407 and the contractors approved rapid refueling plan. Rapid refueling authorization shall be annotated on the approval card. At a minimum the following requirements will be met:

(A) Rapid refueling is requested by the Government.

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

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

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

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

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

(F) No passengers may be on board during fueling operations.

(G) A copy of the contractors approved rapid refueling plan must be maintained with FSV.

(f) Fuel Quality Control Procedures

Compliance with fuel quality control requirements is the responsibility of the contractor.

(1) Daily

Note 1: Individual clear glass one quart jars will be used for each sample port. Sample jars will be marked for each sample port and will be retained until the next sample is taken.

Note 2: After three consecutive samples from any port are taken without a clean sample, the FSV will be removed from service. An interagency FSV inspector must return the FSV to Contract Availability.

(i) Sample for and remove any contaminates from fuel tanks. A check will be performed each morning before the vehicle is moved, after every reloading of fuel, washing of equipment, and after a heavy rain or snowstorm.

(ii) Sample all filter/separator drain valves and check for contaminants.

(iii) Sample from open port fuel nozzle (downstream from filter). Any visual contaminates are not acceptable.

(2) During Helicopter Fueling Process

(i) Check sight gauge for water, if equipped

(ii) Visually monitor FSV for leaks.

(iii) Monitor differential pressure reading.

(3) Weekly

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

(ii) Sample from closed circuit nozzle for contaminants.

(iii) Check condition of covers, gaskets, and vents.

(iv) Inspect all fire extinguishers for broken seals, proper pressure, and recharge date. Replace as necessary.

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

(v) Inspect hoses for abrasions, separations, or soft spots. Weak hoses will be replaced.

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

(i) Condition (clean, clear, bright, etc.) of fuel sample at:

(A) Nozzle

(B) Filter Sump

(C) Tank Sump

(ii) Differential pressure

(iii) Filter change (reason & date)

(iv) Record of source, location, when and quantity of fuel loaded into FSV

(v) Reserved

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

(g) P25 Digital VHF-FM Mobile Radio

(1) A P25 Digital VHF-FM two-way mobile radio, with a matched broadband antenna (Antenna Specialists ASPR7490, Maxrad MWB5803, or equivalent), shall be installed in the fuel-servicing vehicle. The radio shall provide selection of analog wideband (25.0 kHz), analog narrowband (12.5 kHz), and P25 Digital narrowband (12.5 kHz), channel spacing on each channel operating from 150 MHz to 174 MHz. The radio shall be frequency-synthesized, equipped with a CTCSS suA-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) Approved P25 digital radios are listed at <http://www.nifc.gov/NIICD/documents.html>.

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

Note 1: It is highly recommended that a programming “cheat sheet” accompany the fuel servicing vehicle.

Note 2: When identified in Section A-12 as a required item, or when the Contractor elects to provide a P25 Digital VHF-FM Portable Radio as optional for contract consideration, the below specifications shall be in effect.

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

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

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

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

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

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

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

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EXHIBIT 9 - OPERATIONS AND SAFETY PROCEDURES GUIDE FOR HELICOPTER PILOTS

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

Pilot operation briefings will emphasize the following areas:

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

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

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

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

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

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

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

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

CHIEF PILOT: _____ COMPANY: _____
Printed Name

CHIEF PILOT: _____ DATE: _____
Signature

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

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

VERTICAL REFERENCE GUIDELINES FOR HELICOPTERS USING A FIXED TANK WITH SNORKLE

The pilot shall demonstrate proficiency with the snorkel by:

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

OR

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

AND

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

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

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

CHIEF PILOT: _____ COMPANY: _____
Printed Name

CHIEF PILOT: _____ DATE: _____
Signature

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

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

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

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

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

FOR CONTRACTS AWARDED 2018 - 2021 (CWN/Exclusive Use) – Effective February 16, 2019 (For Contracts Awarded 1/1/2018 and After)

COMPANY	AIRCRAFT TYPE	FUEL CONSUMPTION (gal/hr)	FEBRUARY 16, 2019 HOURLY FLIGHT RATE (\$/HR)	LOAD CALCULATION Weight Reduction (lbs)
AEROSPATIALE	SA-315B	58	\$1,987.26	180
	SA-316B	58	\$1,987.26	170
	SA-318C	45	\$1,874.67	80
	SA-319B	45	\$1,876.40	150
	AS-330J	179	\$4,843.74	N/A
	AS 332L1	160	\$4,248.53	N/A
	SA-341G	45	\$1,887.02	170
	AS-350B	45	\$1,214.45	130
	AS-350BA	45	\$1,208.46	130
	AS-350A-1	46	\$1,215.43	160
	AS-350A-2	48	\$1,205.13	160
	AS-350A-3	50	\$1,245.59	175
	AS-350D	38	\$1,153.70	130
	AS-355F-1/355F-2	58	\$1,425.67	140
	AS-365N-1	87	\$2,367.90	275
	EB-120	31	\$880.86	NOT ESTABLISHED
	EC 130-B4	53	\$1,236.44	NOT ESTABLISHED
	EB-135	64	\$1,453.94	220
	EC 145	80	\$2,003.88	NOT ESTABLISHED
	EC 155B1	95	\$2,473.69	NOT ESTABLISHED
	EC 225	183	\$4,195.33	NOT ESTABLISHED
BELL:	47/SOLOY	23	\$770.30	120
	204B (UH-1 Series)	86	\$1,957.88	200
	204 Super B	90	\$1,982.72	200
	205A-1	88	\$1,935.40	260
	205A-1++	90	\$1,947.82	260
	206A-II	25	\$914.16	100
	206A-III	27	\$926.58	130
	206L-1	32	\$1,105.11	150
	206L-3/L-1 (C30P)	38	\$1,134.12	180
	206L-4	38	\$1,134.12	180
	210	90	\$1,947.82	260
	212 Single (Eagle)	90	\$2,065.10	260
	212/212HP	100	\$2,245.90	390
	214B	160	\$3,377.26	380
	214B1	145	\$3,171.88	380
	214ST	133	\$3,958.07	420
	222A	70	\$2,368.96	NOT ESTABLISHED
	222B	83	\$2,449.68	NOT ESTABLISHED
	222UT	83	\$2,449.68	NOT ESTABLISHED
	407	45	\$1,184.52	155
**REV 10-18-18	407 HP (Eagle)	44	\$1,178.88	155
	412	110	\$2,346.97	390
	412HP	110	\$2,346.97	390
	429	73	\$1,653.89	N/A
	UH-1B	86	\$1,922.99	N/A
	UH-1B Super	88	\$1,935.40	N/A
	UH-1F	88	\$1,987.28	N/A
	UH-1H (-13 engine)	88	\$1,935.40	N/A
	UH-1H (-17 engine)	90	\$1,947.82	N/A
	TH-1L	88	\$1,935.40	N/A
BOEING:	BV-107/CH 46	180	\$4,379.69	N/A
	BV-234/CH 47	405	\$7,643.19	N/A
HILLER:	SL-3/4	20	\$729.55	90
	H-1100B	22	\$903.33	130
	UH-12/SOLOY	23	\$829.92	100
KAMAN:	H43-F	85	\$1,747.10	N/A
	K-1200	86	\$2,206.91	N/A
LEONARDO	AW 119 KOALA	55	\$1,346.25	230
HELICOPTERS:	AW 139	129	\$2,925.95	335
	EH 101	211	\$5,739.96	NOT ESTABLISHED
MBB:	BO 105CBS	55	\$1,523.67	180
	BK 117	77	\$1,992.41	160
McDONNELL-	500C	23	\$986.20	110
DOUGLAS:	500D/E	28	\$997.09	120
	520N	32	\$1,032.98	100
	530F	34	\$1,096.23	120
	600N	41	\$1,246.40	155
	900/902	69	\$1,646.18	210
SIKORSKY:	CH 53D	425	\$7,506.24	N/A
	CH 54/S 64	513	\$7,945.30	N/A
	S-55T	47	\$1,268.32	170
	S-58D/E	83	\$2,089.32	N/A
	S-58T/PT6T-3	115	\$2,770.96	400
	S-58T/PT6T-6	115	\$2,770.96	460
	H-3/S-61 All Series	170	\$4,492.47	550
	S-62A	70	\$1,524.95	300
	S-70/UH 60	160	\$4,230.80	N/A
	S-76C+	88	\$2,635.90	NOT ESTABLISHED
	S-92	178	\$4,089.17	NOT ESTABLISHED
AVERAGE GALLON PRICE:		JET FUEL:	\$5.18	

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

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

An Out of Ground (OGE) power check will be performed for either the takeoff or landing, whichever is most restrictive. Refer to Tech Bulletin No. IATB 17-01, dated November 10, 2016. Bulletins can be found at: http://www.fs.fed.us/fire/av_safety/promotion/Technical_Bulletins/index.html.

Instructions

A load calculation must be completed daily. A new calculation is required when operating conditions change ($\pm 1000'$ 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 agreement (i.e. survival kit, rappel bracket).
4. FLIGHT CREW WEIGHT – Weight of the Pilot and any other assigned flight crewmembers on board (i.e. Co-pilot, flight engineer, navigator) plus the weight of their personal gear to include PFD's.
5. FUEL WEIGHT – Number of gallons onboard X the weight per gallon (Jet Fuel = 7.0 lbs/gal; AvGas = 6.0 lbs/gal)
6. OPERATING WEIGHT – Add items 3, 4 and 5.

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

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

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

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

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. Refer to Tech Bulletin No. 2011-03, dated September 14, 2011. Bulletins can be found at: http://www.fs.fed.us/fire/av_safety/promotion/Technical_Bulletins/index.html

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

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

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

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

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

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

**SECTION C
 DESCRIPTION/SPECIFICATIONS/EXHIBITS**

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

INTERAGENCY HELICOPTER LOAD CALCULATION OAS-67/FS 5700-17 (11/03)		MODEL	
		N#	
PILOT(S)		DATE	
MISSION		TIME	
1	DEPARTURE	PA	OAT <input type="text"/>
2	DESTINATION	PA	OAT <input type="text"/>
3	HELICOPTER EQUIPPED		
4	FLIGHT CREW WEIGHT		
5	FUEL WT (_____gallons X ___7___lbs per gal)		
6	OPERATING WEIGHT (3 + 4 + 5)		
		Non-Jettisonable	
		HIGE	HOGE
		Jettisonable	
		HOGE-J	
7a	PERFORMANCE REF (List page/chart from FM)		
7b	COMP GROSS WT (FM Performance Section)		
8	WT REDUCTION (Req for all Non-Jettisonable)		
9	ADJUSTED WEIGHT (7b minus 8)		
10	GROSS WT LIMIT (FM Limitations Section)		
11	SELECTED WEIGHT (Lowest of 9 or 10)		
12	OPERATING WEIGHT ((From Line 6)		
13	ALLOWABLE PAYLOAD (11 minus 12)		
14	PASSENGERS/CARGO MANIFEST		
15	ACTUAL PAYLOAD (Total of all weights listed in item 14) Line 15 must not exceed Line 13 for the intended mission		
PILOT SIGNATURE		HazMat	
MGR SIGNATURE		Yes__ No__	



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

**SECTION C
 DESCRIPTION/SPECIFICATIONS/EXHIBITS**

EXHIBIT 15 - PERFORMANCE REPORT

<input type="checkbox"/> U.S. FOREST SERVICE INCIDENT SUPPORT BRANCH 3833 S. DEVELOPMENT AVE BOISE, IDAHO 83705-5354 Phone 208-387-5665 Fax 208-387-5384		<input type="checkbox"/> U.S. DEPARTMENT OF INTERIOR IBC ACQUISITION SERVICES 300 E MALLARD DR SUITE 200 BOISE, ID 83706 Phone 208-433-5026 Fax 208-433-5030		EVALUATION REPORT ON CONTRACTOR PERFORMANCE ""CPARS Compatible Format"" SOURCE SELECTION INFORMATION NOT FOR PUBLIC RELEASE (see FAR 3.104 & 42.1503)	
		Email to: cwncpars@fs.fed.us			
AGENCY / USER		CONTRACT NO.			
ADDRESS		CONTRACTOR			
CITY / STATE / ZIP		PERIOD OF PERFORMANCE		FROM	TO
CONTRACT COR		LOCATION OF PERFORMANCE			
PROGRAM TITLE		AIRCRAFT FLIGHT SERVICES: <input type="checkbox"/> AIRPLANE <input type="checkbox"/> HELICOPTER <input type="checkbox"/> AIR TANKER <input type="checkbox"/> OTHER – specify			
		AIRCRAFT TYPE			
CONTRACT EFFORT DESCRIPTION <i>(check all that apply)</i>		<input type="checkbox"/> EXCLUSIVE USE <input type="checkbox"/> CALL WHEN NEEDED <input type="checkbox"/> FIRE MANAGEMENT <input type="checkbox"/> RESOURCE <input type="checkbox"/> MAINTENANCE <input type="checkbox"/> OTHER MISSION – specify:			
INSTRUCTIONS: This form can be completed on the computer or printed and completed by hand. Use the mouse to navigate. To check or uncheck a box, 'double click' the box. If further direction is required on how to complete this evaluation or where to submit it, please contact your Contracting Officer. Comment boxes are formatted to automatically wrap the entered text. Check the box that best describes the level in which the Contractor supported the area described. Comments are essential and must substantiate your rating selection. N/A = not applicable. If additional space is required, use page 2 of the form or attach additional page(s). SEE PAGE 4 FOR EVALUATION RATINGS DEFINITIONS					
1. Quality. Contractor was professional and conformed to contract requirements. Was capable, efficient and effective in supporting the programs of this contract. Provided well maintained equipment and highly qualified personnel.					
<input type="checkbox"/> N/A <input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory					
COMMENTS: 					
(Empty comment box)					
2. Schedule. Contractor was prepared and available to begin work on contract start date and provided daily coverage during the contract period with little to no disruption or unavailability. Contractor kept COR informed of crew exchanges, maintenance issues, etc.					
<input type="checkbox"/> N/A <input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory					
COMMENTS: 					

**SECTION C
 DESCRIPTION/SPECIFICATIONS/EXHIBITS**

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

N/A
 Exceptional
 Very Good
 Satisfactory
 Marginal
 Unsatisfactory

COMMENTS: 

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

N/A
 Exceptional
 Very Good
 Satisfactory
 Marginal
 Unsatisfactory

COMMENTS: 

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

N/A
 Exceptional
 Very Good
 Satisfactory
 Marginal
 Unsatisfactory

COMMENTS: 

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**SECTION C
 DESCRIPTION/SPECIFICATIONS/EXHIBITS**

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

N/A
 Exceptional
 Very Good
 Satisfactory
 Marginal
 Unsatisfactory

COMMENTS: 

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

N/A
 Exceptional
 Very Good
 Satisfactory
 Marginal
 Unsatisfactory

COMMENTS: 

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

N/A
 Exceptional
 Very Good
 Satisfactory
 Marginal
 Unsatisfactory

COMMENTS: 

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9. Other Areas:

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

N/A Exceptional Very Good Satisfactory Marginal Unsatisfactory

10. Other Areas:

N/A Exceptional Very Good Satisfactory Marginal Unsatisfactory

11. Other Areas:

N/A Exceptional Very Good Satisfactory Marginal Unsatisfactory

12. Other Areas:

N/A Exceptional Very Good Satisfactory Marginal Unsatisfactory

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

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

Signature

**SECTION C
 DESCRIPTION/SPECIFICATIONS/EXHIBITS**

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

**SECTION C
 DESCRIPTION/SPECIFICATIONS/EXHIBITS**

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

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

Daniel W. Simms Division of
 Director Wage Determinations

Wage Determination No: 1995-0222
 Revision No: 49
 Date of Revision: 7/16/2019

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

****Fringe Benefits Required Follow the Occupational Listing****

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
31010 - Airplane Pilot		29.94
(not set) - First Officer (Co-Pilot)		27.26
(not set) - Aerial Photographer		14.96

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

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

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month.

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 per month*.

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

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

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

VACATION (Hawaii): 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HEALTH & WELFARE (Hawaii): \$1.94 per hour up to 40 hours per week or \$77.60 per week or \$336.27 per month for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii repaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act the new health and welfare benefit rate will be \$4.54 per hour up to 40 hours per week.

HEALTH & WELFARE (Hawaii EO 13706): \$1.63 per hour up to 40 hours per week or \$65.20 per week or \$282.53 per month for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act the new health and welfare benefit rate will be \$4.22 per hour up to 40 hours per week. *

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

**** HAZARDOUS PAY DIFFERENTIAL ****

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

SECTION C
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EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of "wash and wear" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE

Standard Form 1444 (SF-1444)

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the Wage and Hour Division U.S. Department of Labor for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.
Information required by the Regulations must be submitted on SF-1444 or bond paper.
When preparing a conformance request the ""Service Contract Act Directory of Occupations"" (the Directory) should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination.

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

Aerial Photographer

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

First Officer (Co-Pilot)

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

**SECTION C
 DESCRIPTION/SPECIFICATIONS/EXHIBITS**

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON, D.C. 20210
Daniel W. Simms Division of Director Wage Determinations	Wage Determination No: 1995-0221 Revision No: 45 Date of Revision: 07/03/2018

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

NATIONWIDE: Applicable in the continental U.S., Hawaii, Alaska, and American Samoa.
 Alaska: Entire state.
 American Samoa: Entire state
 Hawaii: Entire state.
 Midwestern Region: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, Wisconsin
 Northeast Region: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont
 Southern Region: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, West Virginia
 Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming

****Fringe Benefits Required Follow the Occupational Listing****

Employed on contracts for Fire Safety services only.

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support and Clerical Occupations		
01613 - Word Processor III		
Alaska		19.80
Continental U.S.		19.80
Hawaii and American Samoa		19.56
05000 - Automotive Service Occupations		
05190 - Motor Vehicle Mechanic		
Alaska		27.95
Hawaii and American Samoa		18.56

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

Midwestern Region	22.05
Northeast Region	20.70
Southern Region	19.29
Western Region	22.32
05220 - Motor Vehicle Mechanic Helper	
Alaska	20.21
Hawaii and American Samoa	14.29
Midwestern Region	14.30
Northeast Region	16.13
Southern Region	12.44
Western Region	15.12
07000 - Food Preparation and Service Occupations	
07010 - Baker	
Alaska	16.79
Hawaii and American Samoa	16.76
Midwestern Region	14.07
Northeast Region	15.96
Southern Region	11.49
Western Region	17.52
07041 - Cook I	
Alaska	14.47
Hawaii and American Samoa	14.11
Midwestern Region	10.34
Northeast Region	12.91
Southern Region	9.84
Western Region	11.79
07042 - Cook II	
Alaska	16.67
Hawaii and American Samoa	15.76
Midwestern Region	11.66
Northeast Region	14.55
Southern Region	11.10
Western Region	13.29
07070 - Dishwasher	
Alaska	12.38
Hawaii and American Samoa	13.57
Midwestern Region	8.37
Northeast Region	8.97
Southern Region	8.70
Western Region	9.03
07130 - Food Service Worker	
Alaska	12.63
Hawaii and American Samoa	12.57
Midwestern Region	9.88
Northeast Region	11.84
Southern Region	9.35
Western Region	10.27
07210 - Meat Cutter	
Alaska	20.60
Hawaii and American Samoa	20.00
Midwestern Region	17.36

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

Northeast Region	20.21
Southern Region	14.49
Western Region	18.96
12000 - Health Occupations	
12040 - Emergency Medical Technician	
Alaska	24.16
Continental U.S.	17.60
Hawaii and American Samoa	19.79
21000 - Materials Handling and Packing Occupations	
21020 - Forklift Operator	
Alaska	23.21
Hawaii and American Samoa	18.08
Midwestern Region	16.68
Northeast Region	16.29
Southern Region	13.80
Western Region	17.84
21150 - Stock Clerk	
Alaska	14.99
Hawaii and American Samoa	11.82
Midwestern Region	13.25
Northeast Region	13.07
Southern Region	12.69
Western Region	13.42
23000 - Mechanics and Maintenance and Repair Occupations	
23021 - Aircraft Mechanic I	
Alaska	29.43
Continental U.S.	30.27
Hawaii and American Samoa	30.41
23022 - Aircraft Mechanic II	
Alaska	30.55
Continental U.S.	31.05
Hawaii and American Samoa	31.66
23023 - Aircraft Mechanic III	
Alaska	32.23
Continental U.S.	32.45
Hawaii and American Samoa	33.23
23040 - Aircraft Mechanic Helper	
Alaska	23.07
Continental U.S.	22.76
Hawaii and American Samoa	21.96
23060 - Aircraft Servicer	
Alaska	25.78
Continental U.S.	25.97
Hawaii and American Samoa	25.49
23160 - Electrician, Maintenance	
Alaska	33.22
Hawaii and American Samoa	28.63
Midwestern Region	24.94

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

Northeast Region	26.73
Southern Region	21.32
Western Region	25.47
23440 - Heavy Equipment Operator	
Alaska	27.17
Hawaii and American Samoa	19.33
Midwestern Region	22.05
Northeast Region	20.70
Southern Region	19.29
Western Region	22.31
23470 - Laborer	
Alaska	16.49
Hawaii and American Samoa	16.01
Midwestern Region	13.42
Northeast Region	13.53
Southern Region	10.92
Western Region	12.67
23530 - Machinery Maintenance Mechanic	
Alaska	31.00
Hawaii and American Samoa	30.59
Midwestern Region	19.12
Northeast Region	20.00
Southern Region	15.15
Western Region	18.97
23580 - Maintenance Trades Helper	
Alaska	22.66
Hawaii and American Samoa	17.48
Midwestern Region	18.00
Northeast Region	16.81
Southern Region	15.14
Western Region	15.62
27000 - Protective Service Occupations	
27070 - Firefighter	
Alaska	12.56
Hawaii and American Samoa	10.23
Midwestern Region	8.19
Northeast Region	8.63
Southern Region	8.19
Western Region	8.63
30000 - Technical Occupations	
30210 - Laboratory Technician	
Alaska	24.31
Hawaii and American Samoa	23.12
Mid-Western Region	21.60
Northeast Region	19.99
Southern Region	21.97
Western Region	20.54
31000 - Transportation/Mobile Equipment Operation Occupations	
31030 - Bus Driver	

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

Alaska	22.80
Hawaii and American Samoa	14.81
Midwestern Region: 1 1/2 to 4 tons	18.79
Midwestern Region: over 4 tons	19.65
Midwestern Region: under 1 1/2 tons	14.06
Northeast Region: 1 1/2 to 4 tons	19.26
Northeast Region: over 4 tons	20.10
Northeast Region: under 1 1/2 tons	14.94
Southern Region: 1 1/2 to 4 tons	17.15
Southern Region: over 4 tons	17.80
Southern Region: under 1 1/2 tons	9.56
Western Region: 1 1/2 to 4 tons	17.69
Western Region: over 4 tons	18.19
Western Region: under 1 1/2 tons	11.13
31361 - Truckdriver, Light	
Alaska	21.34
Hawaii and American Samoa	11.68
Midwestern Region	14.06
Northeast Region	14.94
Southern Region	9.56
Western Region	11.13
31362 - Truckdriver, Medium	
Alaska	23.11
Hawaii and American Samoa	14.79
Midwestern Region	18.79
Northeast Region	19.26
Southern Region	17.10
Western Region	17.69
31363 - Truckdriver, Heavy	
Alaska	24.42
Hawaii and American Samoa	16.15
Midwestern Region	19.65
Northeast Region	20.10
Southern Region	17.80
Western Region	18.85
31364 - Truckdriver, Tractor-Trailer	
Alaska	25.72
Hawaii and American Samoa	16.35
Midwestern Region	23.35
Northeast Region	20.23
Southern Region	18.70
Western Region	19.24
47000 - Water Transportation Occupations	
47021 - Cook-Baker/Second Cook/Second Cook- Baker/Assistant Cook	
Alaska	16.60
Hawaii and American Samoa	15.76
Midwestern Region	11.66
Northeast Region	14.55
Southern Region	11.09
Western Region	13.29

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

92000 - Non Standard Occupations	
(not set) - Quality Assurance Representative I	
Alaska	20.63
Hawaii and American Samoa	21.20
Midwestern Region	18.57
Northeast Region	19.62
Southern Region	20.34
Western Region	18.71
(not set) - Quality Assurance Representative II	
Alaska	26.99
Hawaii and American Samoa	25.20
Midwestern Region	22.91
Northeast Region	24.35
Southern Region	21.52
Western Region	22.68
(not set) - Quality Assurance Representative III	
Alaska	28.72
Hawaii and American Samoa	27.42
Midwestern Region	26.97
Northeast Region	28.66
Southern Region	25.44
Western Region	27.20
(not set) - Chief Cook	
Alaska	22.05
Hawaii and American Samoa	26.43
Midwestern Region	19.44
Northeast Region	23.54
Southern Region	17.82
Western Region	21.65
(not set) - Environmental Protection Specialist	
Alaska	34.78
Hawaii and American Samoa	32.17
Midwestern Region	29.26
Northeast Region	35.09
Southern Region	29.80
Western Region	30.81
(not set) - Fire Safety Professional	
Alaska	34.76
Hawaii and American Samoa	32.21
Midwestern Region	29.26
Northeast Region	35.09
Southern Region	29.80
Western Region	30.81
(not set) - Aircraft Quality Control Inspector	
Alaska	30.78
Continental U.S.	31.64
Hawaii and American Samoa	31.82
99000 - Miscellaneous Occupations	
99730 - Refuse Collector	
Alaska	12.19
Hawaii and American Samoa	11.27

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

Midwestern Region	10.41
Northeast Region	11.89
Southern Region	8.19
Western Region	10.14

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.48 per hour or \$179.20 per week or \$776.53 per month

HEALTH & WELFARE EO 13706: \$4.18 per hour, or \$167.20 per week, or \$724.53 per month

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

VACATION (Hawaii): 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HEALTH & WELFARE (Hawaii): \$1.91 per hour, or \$76.40 per week, or \$331.07 per month for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$4.41 per hour.

HEALTH & WELFARE (Hawaii EO 13706): \$1.63 per hour, or \$65.20 per week, or \$282.53 per month for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$4.13 per hour.

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

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

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE

Standard Form 1444 (SF-1444)

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedure shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

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

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

Aircraft Quality Control Inspector

Develops and implements quality control and ground safety programs to ensure compliance with contract specifications. Inspects and verifies proper completion and documentation of safety and flight discrepancies.

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

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

Chief Cook

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

Environmental Protection Specialist

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

Fire Safety Professional

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

Quality Assurance Representative I

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

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

Quality Assurance Representative II

A Quality Assurance Representative II independently inspects a wide variety of standardized items or operations requiring a substantial knowledge of the method and techniques of construction inspection and of construction methods, equipment, materials, practices and the ability to interpret varied requirements in drawings and specifications. Quality Assurance Representative II's obtain information on schedules and work methods and explain requirements of plans and specifications. They make suggestions to the contractor concerning well-established acceptable methods and practices to assist the contractor in meeting standard requirements. Quality Assurance Representative II's are typically not authorized to approve deviations in construction plans, methods and practices even of a minor nature.

Quality Assurance Representative III

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

EXHIBIT 17 - RESERVED

**SECTION C
 DESCRIPTION/SPECIFICATIONS/EXHIBITS**

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

AMD-60B (12/06) / FS-5700-20b (pending)

CONTRACTOR'S VERIFICATION OF INDIVIDUAL HELICOPTER PILOT REQUIREMENTS AND EXPERIENCE FOR INITIAL INTERAGENCY APPROVAL

Note: This form is required prior to initial (first-time) approval/carding. This form is not for pilots previously approved or carded by the USDA Forest Service or DOI, NBC Aviation Management (formerly Office of Aircraft Services).

The Contractor must ensure that a pilot who is presented for initial carding meets all requirements as outlined in the contract's Section B, Technical Specifications/Pilot Qualifications, after award. The Contractor must verify all pilot hours submitted on this form as determined from a certified pilot log or permanent record to ensure accuracy. In addition, the Contractor must identify previous employers and submit the information on this form. The information provided by the pilot on **USFS Form FS-5700-20A Or OAS Form 64B**, Interagency Helicopter Pilot Qualifications and Approval Record, prior to approval needs to be verified as accurate by the Contractor. The information submitted is subject to verification by an interagency pilot inspector.

Date(mm/dd/yyyy):

Company's name:

Pilot's name:

Pilot's total helicopter pilot-in-command hours (verified from pilot's logbook or permanent record):

Pilot's information and flight time/experience as submitted for initial carding on OAS-64B or FS-5700-20a verified as accurate?
 Check if yes:

Previous Employers:

Previous Employer	Address & Telephone Number	Current Contact: Name & Telephone No.	Period Employed	Make/Model(s) Flown and PIC Hours in each
1.				
2.				
3.				
4.				

Helicopter Training Courses Completed:

Name of Course & Provider	Address & Telephone Number	Contact Name & Telephone No.	Date of Completion	Flight Hours Completed
1.				
2.				
3.				
4.				

Comments (use additional sheets if necessary):

Check one: Chief Pilot Director of Operations Other

Print name:

Sign name:

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

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

- (a) Training will be conducted in carded helicopters.
- (b) Training shall not interfere with the Scope of the Contract (government will determine what constitutes interference). Note: Will be reviewed at pre-work conference.
- (c) Training may be suspended or terminated by the government at any time.
- (d) Contractor shall be responsible for all travel, per diem, and wage expenses of trainee pilots.
- (e) Contractor has an OAS / USFS approved "Pilot Operational Training Plan". Plan shall contain at a minimum;
 - (1) Intent of program
 - (2) Responsibilities of Chief Pilot, Trainer and Trainee
 - (3) Safety
 - (4) Ground Training Syllabus minimum requirements;
 - (i) Operations and Safety Procedures Guide.
 - (ii) FAR Review
 - (iii) PPE
 - (iv) Contract
 - (v) Load Calc
 - (vi) Performance Planning
 - (vii)Weight & Balance
 - (viii) Companies Rotor Craft Load Combination Flight Manual.
 - (5) Flight Training Syllabus minimum requirements;
 - (i) Lesson plans for all special use tasks required by the procurement document.
 - (ii) Special use tasks will be trained to the standards set forth in the Interagency Helicopter Practical Test Standards.

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

(6) Training documentation & tracking procedures

(i) Contractor shall maintain training records documenting all phases of pilot training.

(ii) Training records are subject to Quality Assurance/Compliance reviews at any time by the government.

(7) Evaluation Process by the Trainer

(8) Process to submit trainee for carding evaluation.

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

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

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

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

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

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

(h) "**Trainee Only Pilots**" shall meet the following criteria:

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

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

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

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

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

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

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

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

- (8) Operational flight training **will not** be used to accomplish the contractually required 10 flight hours of Long-Line training.
- (9) "Trainee Only" pilots are limited to receive training in no more than one aircraft make and model per calendar year.
- (i) Contractors awarded up to three items may be authorized two "Pilot Trainers": If awarded four or more items, contractor may be authorized four "Pilot Trainers".
- (j) Contractors will be authorized two "Trainee Only" pilots per "Pilot Trainer" at any time.
- (k) Contractors shall submit training records and a formal request recommending the "Trainee Only" pilot for evaluation by a Helicopter Inspector Pilot. The pilot trainer shall have verified that the trainee has met all contract minimum flight hour requirements and that the trainee is proficient in all special use missions required by the procurement document.
- (l) Any deviation from this exhibit must be approved by an Alternate Means of Compliance (AMOC) issued by the National Helicopter Standardization Pilot or the National Helicopter Specialist and the appropriate Contracting Officer.

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

U.S. Department of Agriculture - Forest Service

AIRCRAFT MECHANIC (HELICOPTER)

Agreement No. _____

Name _____ Date of Birth _____

Employer _____ Office Phone _____

FAA Certificates: Type _____ No. _____ Date Issued _____

Total Years Experience _____ Total Years Experience as Licensed Mechanic _____

Record of Special Training (Factory Schools, etc.)

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

Record of Past Performance (Previous Three Years)

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

Record of maintaining helicopters Under Field Conditions:*

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

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

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

I certify that the information listed by me on this form is true and correct summary of my aircraft maintenance experience. I have read the Maintenance Section of this agreement and understand the terms and conditions. I have received/provided the training as required in B-12(h) (4).

Date

Mechanic Signature

Date

Company Representative

(Inspectors Use Only)

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

Type and Model of Helicopter(s)

Type and Model Engine(s)

Date

USFS Maintenance Inspector

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

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

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

SECTION C
 DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

<u>Form A</u> : List of approved equipment							Date Weighed	Date Weighed		
Page	A/C Make, Model, Series	Registration Number			Serial Number		In A/C	ON 'C' Chart	In A/C	ON 'C' Chart
	Location and Description of Item	Weight	Arm	Moment	Lat. Arm	Lat. Moment				

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

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

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

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

Form B : Aircraft Weighing Record

Make, Model, Series	Registration Number	Serial Number	Date
Datum is	Leveling Means	Weighing Procedures References	Scale Location

Scale Readings

Scale	Reading	Tare	Net Weight	Long. Arm	Moment	Lat. Arm	Moment
Left Front or Nose							
Right Front							
Left Aft or Tail							
Right Aft							
	Basic Weight		Total				

Fuel & Oil at Time of Weighing

	Full	Defueled	Drained
Fuel			
Oil Engine			
Oil Transmission			
Oil Tail Gearboxes			
Hydraulic Fluid			

Notes

Items Weighed not part of Basic Weight

Item	Weight	Arm	Moment
Total (--)			

Items not Weighed but part of Basic Weight

Item	Weight	Arm	Moment
Total (+)			

Adjusted Basic Weight of Aircraft as Weighed				
Total Empty Weight of Aircraft as Weighed			Longitudinal EW. CG	CG
			Lateral EW CG	Moment

Aircraft Weighed By

Print Name :
Signature :
Certificate Type and Number :

Scales

Type :
Serial Number :
Calibration Date :

SECTION C
 DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

Form C : Weight & Balance Running Total (EXAMPLE)										
Make, Model, Series		Registration Number		Serial Number			Page Number			
Bell, 205A -1		N12345		66666			1 of ?			
Date mm/dd/yyyy	Description of Item	Weight Change						Current Total Equipped Weight		
		Added (+)			Removed (--)			Weight	CG	Moment
		Weight	Arm	Moment	Weight	Arm	Moment			
12/31/2009	Aircraft as weighed							5783	+ 144.46	+834752.5
7/15/2010	Survival Kit	50.5	+ 200	10100				5833.5		+ 10100.0
7/15/2010	Rappel Mount kit	38.2	+ 100	3820				5871.7		+ 3820.0
7/15/2010	Sorenson Tank and Snorkel	389.6	+ 125.5	48894.8				6261.3		+48894.8
7/15/2010	Fire Shelter	8.0	+ 70.6	564.8				6269.3		+ 564.8
7/15/2010	Cleaning Supplies/Xtra Oil	20.0	+ 280.5	5610				6289.3		+ 5610.0
7/15/2010	Ladder	10.0	+ 285.4	2854				6299.3		+ 2854.0
7/15/2010	Log Books	7.0	+ 73.1	511.7				6306.3		+ 7022.5
7/15/2010	Tool Box	25.0	+ 280.9	7022.5				6331.3	+ 144.40	+914130.3

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

Form C : Continuous History of Equipped Weight After Weighing										
Make, Model, Series		Registration Number		Serial Number				Page Number		
Date mm/dd/yyyy	Description of Item	Weight Change						Current Total Equipped Weight		
		Added (+)			Removed (--)			Weight	CG	Moment
		Weight	Arm	Moment	Weight	Arm	Moment			

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 22 - RESERVED

Does not apply to aircraft that are not listed.

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

(a) **General**

- (1) The following provisions shall apply to the performance of work under the contract, on an intermittent and short term basis, when the utilization of a qualified Government pilot is authorized by the Contractor. All other provisions not expressly changed herein continue to apply.
- (2) Qualified Government Pilots may operate Contractor aircraft on a case by case basis, upon written approval of the Regional Aviation Officer (RAO) and the CO.
- (3) Government pilot operations will be in compliance with the USDA Forest Service Manual (FSM) 5700 or Department of the Interior, Departmental Manual (DM), Parts 350-354 Aviation Management and Title 14, Part 91 of the CFR, including those portions that apply to civil aircraft except as noted in the agency manuals. It is not intended that Government pilots meet all requirements of B-12.
- (4) Appropriate records to establish the qualifications and experience of the Government pilot will be furnished to the Contractor upon request.
- (5) The Contractor may conduct check rides and/or training of Government pilots for familiarization in the Contractor's helicopters. The cost of check rides and flight training, if required, will be borne by the Government.
- (6) Approval of a Government pilot to perform work under the contract rests solely with the Contractor.
- (7) The clause Loss, Damage, or Destruction, is applicable to this contract when the Contractor authorizes performance by a Government pilot.
- (8) The payment provisions of the contract remain unchanged.
- (9) Shall not function as Contractor's scheduled relief pilot.

(b) **Loss, Damage or Destruction**

- (1) The Contractor shall indemnify and hold the Government harmless from any and all losses or damage to the aircraft furnished under this contract except as delineated below. For the purpose of fulfilling the contractor's obligation under this clause, the Contractor shall procure and maintain during the term of this contract, and any extension thereof, hull insurance meeting FAA requirement, acceptable to the Contracting Officer (CO). The Contractor's insurance coverage shall apply to pilots furnished by the Government to operate this aircraft. The contractor shall procure and maintain during the term of this contract, and any extension thereof, aircraft public liability insurance in accordance with 14 CFR, Parts 198 and 205. **The parties names insured under the policies shall be the Contractor and the United States of America.** The Contractor may request a list of Government pilots, by name, and qualifications for potential pilots from the CO.

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

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

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

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

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

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

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

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

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

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

(8) Any failure to agree as to the responsibility of the Contractor under this clause shall, after a final finding and determination by the CO, be considered a dispute within the meaning of the "Disputes" clause of this contract.

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

SECTION C
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EXHIBIT 24 - FAA OVER WATER KIT (A-12)

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

(b) **Personal Protective Equipment:**

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

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

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

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

(iii) Dye marker.

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

(v) Mirror for signaling.

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

(i) All the contents of subsection 2 above.

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

(iii) Two smoke markers for daytime distress signaling.

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

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

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

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EXHIBIT 25 - LITTER KIT PROVISIONS AND LITTER (A-12)

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

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

Operations:

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

Equipped Weight and Gross Weight Limitations:

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

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

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 26 - AERIAL IGNITION (A-12)

Contracted Aerial Ignition Services

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

The Vendor shall comply with all applicable federal, state, local laws and the NWCG Standards for Aerial Ignition (PMS 501). See <https://www.nwcg.gov/sites/default/files/publications/pms501.pdf>.

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

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

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

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

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

SECTION C
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EXHIBIT 26 - AERIAL IGNITION (A-12) (Continued)

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

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

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

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

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

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

(d) The user unit must submit a written Project Aviation Safety Plan (PASP)/Special Use Mission Plan (reference example PASP in Appendix B) as outlined in the IHOG (Ch 3) to the appropriate region, state, or agency aviation manager.

EXHIBIT 27 - RESERVED

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EXHIBIT 28 - PUBLIC AIRCRAFT OPERATIONS

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

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

Civil Operator: Name your Certificates are Held Under

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

Name of Aircraft Owner: Name on Aircraft Registration

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

Contract Number: AG-XXXX-X-XX-XXXX

Contract Type and Service: *EU/CWN, Airtanker/Helicopter/Light FW, etc. Services*

Date of Contract: Contract Award Date

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

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

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

Acquisition Management Official: XX, Contracting Officer, XXX@fs.fed.us or (XXX) XXX-XXXX

Government Official Making PAO Flight Determinations: Assistant Director of Aviation at (202) 205-1410.

Please contact Assistant Director of Aviation at (202) 205-1410 with comments or questions regarding the PAO declaration.

EXHIBIT 29 - RESERVED

EXHIBIT 30 - RESERVED

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EXHIBIT 31 - SAFETY MANAGEMENT SYSTEM (SMS) COMPONENTS QUESTIONNAIRE AND ACCIDENT HISTORY

The FS aviation program views Safety Management Systems (SMS) as a critical element for contract evaluation. A complete response is highly encouraged.

(a) Safety Management System Components

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

Note: Under the column heading OFFEROR ACTION REQUIRED on the form, the documentation provided must describe the policy or process used to meet the standard with completed evidence. Blank forms are not acceptable as evidence. For example, for audit evidence under Safety Assurance, a certificate of an SMS audit serves as evidence; or a copy of a “self-validated” SMS audit will suffice. If no action is stated, simply mark the column with a Y, N or N/A where applicable.

The International Standard for Business Aircraft Operations (IS-BAO) and the Federal Aviation Administration (FAA) in AC120.92A can provide the explanations and examples of the requested standards below.

SAFETY MANAGEMENT SYSTEM COMPONENTS		Y	N	N A	OFFEROR ACTION REQUIRED
	Standard				
1	Safety Policy and Objectives				
1a	Are key safety personnel appointed? Is there an identified trained Aviation Safety Manager?				Describe and provide evidence.
1b	Does the company have an organizational structure (organizational chart) that clearly defines duties, authorities and accountabilities?				Describe and provide evidence.
1c	Where the company has more than one operating base, has the management structure addressed the management responsibilities at each location?				Describe and provide evidence.
1d	Operations Manual				Describe
	• Does the Operations Manual contain a flight operations and aircraft maintenance policy?				Provide evidence.
	• Does the Operations Manual contain an operational control system and SOP's?				
	• Is the Operations Manual approved by management (CEO)?				
	• Is the Operations Manual amended or revised as necessary to ensure that the information contained in it is kept up to date?				Describe and provide evidence.

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SAFETY MANAGEMENT SYSTEM COMPONENTS		Y	N	N A	OFFEROR ACTION REQUIRED
	Standard				
	<ul style="list-style-type: none"> Have the employees been trained on the Operations Manual? 				Provide evidence.
	<ul style="list-style-type: none"> Does the Operations Manual reflect the type operation that is being contracted for? 				Describe and provide evidence.
1e	Emergency Response Plan				Describe and provide evidence.
	<ul style="list-style-type: none"> Do you have an internal emergency response plan? 				Describe
	<ul style="list-style-type: none"> Is the Accident / Emergency Plan available to all employees? 				Provide evidence.
	<ul style="list-style-type: none"> Are personnel who have a role in the emergency response plan trained in their role, and is the plan exercised periodically in order to test its integrity? 				Provide evidence.
2	Safety Risk Management				
2a	Does the company have a Risk Management Policy?				Provide evidence.
2b	Has the company developed and maintained a Risk Management Process to: Identify Hazards Risk Analysis (Exposure) Risk Assessment (Severity and likelihood) Decision Making (Mitigations) Validation of Control (Controls effective)				Describe and provide evidence. No blank forms.
2c	Does the company have an Operational Risk Management (ORM) Worksheet or Flight Risk Analysis Tool (FRAT) Worksheet.				Describe and provide evidence.
2d	Is there a process to elevate the risk decision outcome? i.e. Chief Pilot? CEO?				Describe and provide evidence.
3	Safety Assurance				
3a	Have operations (internal or external) audits been conducted in this past field season?				Describe and provide evidence of this audit.
3b	Is there an Action Plan (AP) developed from the audits?				Provide your latest plan.
3c	Does the company have a Quality Assurance Program?				Describe and provide evidence.

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3d	Has the company developed and maintained a means of: monitoring and measuring safety performance, identifying and managing organizational changes that may affect safety, ensuring continual improvement?			What action has your company taken and/or plans to facilitate change? Describe and provide evidence.
3e	Does the company have a training program that ensures personnel are trained and competent to perform their assigned duties?			Do you have a process that can train your pilots and mechanics, both initially and annually, on the requirements of this contract? Describe and provide evidence.
3f	Does the company have a separate training program for: pilots, maintenance personnel, fuelers / truck drivers?			Describe and provide evidence.
4	Safety Promotion			
4a	Has the company developed and maintained a formal means of safety communication (like SAFECOM)			Briefly describe technology your company has acquired to facilitate communication with deployed pilots. Describe and provide evidence
4b	Are there lessons-learned developed from incidents/accidents? Are they shared with the company personnel?			Provide evidence.
4c	Is a Safety Award system in place?			Describe

(b) Accident History for the previous 5 years: Include all aircraft that have operated under your Operating Certificates (fixed wing and rotor wing). Complete the blocks that apply to your company accident history.

(1) Total number of flight hours for the previous 5 years: _____

(2) Number of aircraft accidents reported to NTSB in the previous 5 years: _____

If your company has had an accident in the last 5 years provide an accident prevention action plan or evidence of actions taken to prevent future accidents.

If you had an accident that was reported to the NTSB and it was downgraded to an incident, you must provide evidence from the NTSB.

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EXHIBIT 32 - TRANSPORTATION WORKSHEET

When assigned to an alternate base, the Contractor will be paid for actual <u>necessary and reasonable</u> costs associated with transporting authorized personnel (relief crew). The Contractor is responsible for advising the on-site Government representative(s) of the anticipated cost associated with transporting relief (and/or maintenance) personnel to the alternate base prior to the relief exchange. <u>Claims must be supported by itemized invoices, summarized on this worksheet, and submitted to the COR.</u> See contract clause "Transportation Costs Associated with Operating Away From the Designated Base" for detailed information				
VENDOR:		AIRCRAFT TAIL NUMBER:		
DATE		ALTERNATE BASE LOCATION		
Relief Exchange – Involved Crew Member(s)				
<input type="checkbox"/> Pilot (list on page 2)		<input type="checkbox"/> Fuel Servicing Vehicle Driver (list on page 2)	<input type="checkbox"/> Mechanic (If required by contract) (list on page 2)	
Additional Personnel				
<input type="checkbox"/> Mechanic Name		<input type="checkbox"/> Other Name		
Maintenance Accomplished		Reason for providing additional personnel		
ITEMIZATION OF COSTS – From Page 2 (vendor maintain receipts at home base)				
Airline Transportation		Total for all positions from page 2	\$	
Charter Aircraft		Invoice to include aircraft make/model, flight time, hourly rate, passengers, and departure/destination location, date and time	\$	
Rental Car		Total from page 2	\$	
Rental Car Fuel		Total from page 2	\$	
POV automobile	Total Mileage	From	To	\$
*POV/Company aircraft	Total *Statute Miles	From	To	\$ (GSA rate x sm*)
Other (explain)				\$
				\$
				\$
				\$
Total Cost				\$
Vendor: Fill out page 1 and 2 of the Transportation Worksheet (relief costs). Receipts shall match information provided on page 2; maintain actual receipts at Home Base. *If POV/Company aircraft used to transport relief, the vendor must provide airline ticket cost comparison. Government will pay the lesser amount.				
Vendor Signature:				Date

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EXHIBIT 32 - TRANSPORTATION WORKSHEET (Continued) (Use Extra Sheets If Needed)

AC Location	Pilot Name(s)	Dates		Airline ticket	Rental Car	Rental Car Gas	*POV-auto (GSA rate x miles)	*POV-aircraft (GSA rate x SM)
		Travel In	Travel Out					
	Mechanic Name(s)							
	Fuel Service Driver Name(s)							

*Applicable (yr.) - Rate per mile x nautical miles (NM)

<http://www.gsa.gov/mileage>

*Applicable (yr.) - Rate per mile x statute miles (SM) (1NM equals 1.15077945 SM)

<http://www.gsa.gov/mileage>

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EXHIBIT 33 – RESERVED

**SECTION D
CONTRACT CLAUSES**

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

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

D-2 ADDENDUM TO 52.212-4 (OCT 2018) CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities (APR 1984)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
52.204-4	Printed or Copied Double-Sided on Recycled Paper (MAY 2011)
52.204-7	System for Award Management (OCT 2018)
52.204-13	System for Award Management Maintenance (OCT 2018)
52.204-19	Incorporation by Reference of Representations and Certifications (DEC 2014)
52.228-5	Insurance – Work on a Government Installation (JAN 1997)
52.232-39	Unenforceability of Unauthorized Obligations (JUN 2013)
52.242-13	Bankruptcy (JUL 1995)
52.245-9	Use and Charges (APR 2012)

D-3 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (52.212-5) (MAY 2019)

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(4) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(5) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

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

[Contracting Officer check as appropriate.]

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- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
- (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 (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (5) [Reserved]
- (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).
- (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- (10) [Reserved]
- (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
 - (ii) Alternate I (Nov 2011) of 52.219-3.
- (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
 - (ii) Alternate I (Jan 2011) of 52.219-4.
- (13) [Reserved]
- (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).
 - (ii) Alternate I (Nov 2011).
 - (iii) Alternate II (Nov 2011).

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- (15) (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.
- (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- (17) (i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Nov 2016) of 52.219-9.
- (iii) Alternate II (Nov 2016) of 52.219-9.
- (iv) Alternate III (Nov 2016) of 52.219-9.
- (v) Alternate IV (Aug 2018) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (28) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

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- (ii) Alternate I (Feb 1999) of 52.222-26.
- (29) (i) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (ii) Alternate I (July 2014) of 52.222-35.
- (30) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (ii) Alternate I (July 2014) of 52.222-36.
- (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (33) (i) 52.222-50, Combating Trafficking in Persons (JAN 2019)
- (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).
- (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).
- (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- (38) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514)
- (ii) Alternate I (Oct 2015) of 52.223-13.
- (39) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-14.
- (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

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- (41) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-16.
- (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).
- (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- (44) 52.223-21, Foams (Jun 2016) (E.O. 13696).
- (45) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- (ii) Alternate I (Jan 2017) of 52.224-3.
- (46) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- (47) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I (May 2014) of 52.225-3.
- (iii) Alternate II (May 2014) of 52.225-3.
- (iv) Alternate III (May 2014) of 52.225-3.
- (48) 52.225-5, Trade Agreements (Aug 2018) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

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(54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(55) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (31 U.S.C. 3332).

(56) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

(58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).

(60) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

(iii) Alternate II (Feb 2006) of 52.247-64.

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

[Contracting Officer check as appropriate.]

(1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)

(2) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C.206 and 41 U.S.C. chapter 67).

(5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

(7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

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(8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

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

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

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

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

(e)

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Jan 2019) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

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- (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (iv) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (v) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
- (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).
- (xiii)
- (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).
- (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

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(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xviii) 52.222-62, Paid sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix)

(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of Clause)

Alternate I (Feb 2000). As prescribed in [12.301\(b\)\(4\)\(i\)](#), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to “paragraphs (a), (b), (c), or (d) of this clause” in the redesignated paragraph (d) to read “paragraphs (a), (b), and (c) of this clause”.

Alternate II (Jan 2019). As prescribed in [12.301\(b\)\(4\)\(ii\)](#), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)

(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor’s or any subcontractors’ records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)

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(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

(i) *Paragraph (d) of this clause.* This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (e)(1).* Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(A) 52.203–13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(D) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(E) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(F) 52.222–26, Equal Opportunity (Sep 2016) (E.O. 11246).

(G) 52.222–35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(H) 52.222–36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

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

(J) 52.222–41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(K) (1) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).

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(2) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(L) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(M) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

(N) 52.222-54, Employment Eligibility Verification (Oct 2015) (Executive Order 12989).

(O) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(P) 52.222-62, Paid sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(Q) (1) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(2) Alternate I (Jan 2017) of 52.224-3

(R) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(S) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

D-4 RESERVED

D-5 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 2014)

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

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

<u>Employee</u>	<u>Class</u>	<u>Wage</u>
Aircraft Pilot	GS-11	\$28.36
Aircraft Mechanic	WG-11	\$29.43

D-6 AVAILABILITY OF FUNDS (FAR 52.232-18) (APR 1984)

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

D-7 PROPERTY AND PERSONAL DAMAGE

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

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

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

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

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

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

D-8 ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS (AGAR 452.209-71) (ALTERNATE 1) (FEB 2012)

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

**SECTION D
CONTRACT CLAUSES**

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

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

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

**D-9 NOTICE OF CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM
(JULY 2010)**

(a) The US Forest Service has implemented the Contractor Performance Assessment Reporting System (CPARS) for reporting all past performance information. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

(c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than 60 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS are available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual, registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment.

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Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 – 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions.

If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 60 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 60 calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

- (1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.
- (2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.
- (3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 60-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

D-10 INSPECTION AND ACCEPTANCE (AGAR 452.246-70) (FEB 1988)

The Contracting Officer or the Contracting Officer's duly authorized representative will inspect and accept the supplies and/or services to be provided under this contract.

D-11 POST AWARD CONFERENCE (AGAR 452.215-73) (NOV 1996)

A post award conference with the successful offeror is required. It will be scheduled within 14 days after the date of contract award. The conference will be held at the Contractor's facility or other locations acceptable to both parties.

**SECTION D
CONTRACT CLAUSES**

D-12 GOVERNMENT-FURNISHED PROPERTY

The Government will provide the following item(s) of Government property to the Contractor for use in the performance of this contract. This property shall be used and maintained by the Contractor in accordance with the provisions of FAR 52.245-1 Government.

- (1) Miscellaneous Maintenance Records
- (2) US Government Intellectual Property
- (3) US Government furnished parts
- (4) Government Furnished Aircraft

D-13 AFFIRMATIVE PROCUREMENT OF BIO BASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACT (FAR 52.223-2) (SEPT 2013)

(a) In the performance of this contract, the contractor shall make maximum use of bio based products that are United States Department of Agriculture (USDA)-designated items unless—

- (1) The product cannot be acquired—
 - (i) Competitively within a time frame providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- (2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:
 - (i) Spacecraft system and launch support equipment.
 - (ii) Military equipment, *i.e.*, a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.biopreferred.gov>.

(c) In the performance of this contract, the Contractor shall—

- (1) Report to <http://www.sam.gov>, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and
- (2) Submit this report no later than—

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- (i) October 31 of each year during contract performance; and
- (ii) At the end of contract performance.

D-14 RESERVED

D-15 RESERVED

D-16 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 20 Days.

D-17 RESERVED

**SECTION E
SOLICITATION PROVISIONS**

**E-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (FAR 52.212-1) (OCT 2018)
(TAILORED)**

General Instructions: Quotes submitted in response to this solicitation shall be furnished in the following format with the numbers of copies as specified below.

(a) The Quote must include a Part I- Business Proposal and Part II- Technical Proposal. Each of the parts shall be separate and complete so that evaluation of one may be accomplished independently from evaluation of the other. The technical must not contain reference to cost; however, resource information (such as equipment capability) must be contained in the technical so that the contractor's understanding of the statement of work may be evaluated.

(b) The Government will evaluate quotes in accordance with the evaluation criteria set forth in Section E of this RFQ.

(c) Offerors shall submit their quote(s) in the following format and the quantities specified:

(1) 1 copy (original) of the business/cost proposal (SF 1449 Cover/Signature Page and Sections B) All information on your business quote shall be provided via a thumb drive.

(2) 2 copies (original) of the technical. All information on your technical quote shall be provided via a thumb drive.

PART I BUSINESS QUOTES INSTRUCTIONS.

Price Quote

(a) Schedule of Item prices shall be submitted on the **Offeror's Submission Copy to include SF 1449 Cover/Signature Page and Sections B Supplies or Services and Prices. Total price for the base and option years will be added to determine overall price reasonableness.**

PART II TECHNICAL

Technical Instructions. The technical instructions will be used to make an evaluation and arrive at a determination as to whether the information will meet the requirements of the Government. Therefore, the technical must present sufficient information to reflect a thorough understanding of the requirements and a detailed, description of the techniques, procedures and program for achieving the objectives of the specifications/statement of work. Technical that merely paraphrase the requirements of the Government's specifications/ statement of work, or use such phrases as "will comply" or "standard techniques will be employed" will be considered unacceptable and will not be considered further.

Separate Part II- Technical into five subparts, one for each of the major technical evaluation factors. As a minimum, your technical proposal must clearly address (1) Mandatory Documentation (2) Aircraft Technical Assessment (3) Safety/Risk Management (4) Past Performance and (5) Organizational Experience:

SECTION E SOLICITATION PROVISIONS

MANDATORY DOCUMENTATION:

(a) At time of offering a current 14 CFR Part 133 Operating Certificate and current FAA letter of authorization listing aircraft designated to operate under the 14 CFR Part 133 Operating Certificate. One copy will suffice.

(b) Copies of 14 CFR Part 135 Operating Certificate, Operations Specifications and Operations Manual.

(c) 14 CFR Part 137 Operating Certificate.

(d) Current aircraft Equipment List that documents installed equipment when weighed. (Form A, see example in Exhibit 21) For equipment not installed on the aircraft at the time of submission, it is incumbent on the Offeror to submit all technical specifications (for validation purposes) for equipment not installed but would be if awarded. Submitting a “proposed weight and balance, equipment list and other documentation” is paramount to the consideration and evaluation for best value to the government.

(e) Current aircraft actual weighing documentation including scales listed by make, model, calibration date, name of individual, signature and certificate number on document that performed weighing. (Aircraft Weighing Record, see example in Exhibit 21)

(f) Documentation (including the name, weight, arm and moment of each item).of any equipment added or removed since the aircraft was weighed to meet the contract specification (Form C, see example in Exhibit 21). (If Applicable)

(g) Helicopter Equipped Weight will be validated from d, e and f above which should be equal to or less than as identified on the schedule of Items.

(h) Manufacturers Technical data for weight and capacity of the Tank and or Bucket as applicable.

(i) Appropriate flight manual Hover Performance Charts

(j) Copies of STC's or FAA Field Approval for Aircraft and Equipment required in A-12

(k) Helicopter Load Calculation

Note: Submit the manufacturer's technical data for weight and capacity of the bucket as applicable.

Bucket Items: For the load calculation, the Equipped Weight shall not include the weight of the empty bucket and any associated suspension hardware (cables, connectors, etc.)

AIRCRAFT TECHNICAL ASSESSMENT

Provide the following information for each aircraft. If more than one helicopter is offered, fill out a separate attachment for each helicopter. Include helicopter Make, Model and Variant and Aircraft Registration Number.

SECTION E SOLICITATION PROVISIONS

(a) Submit an Interagency Helicopter Load calculation for each aircraft, as per Exhibit 13 (see paragraph A-3, Aircraft Performance Specifications)

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

(i) The aircraft shall be weighed 12 months prior to submission of the bid

AND

(ii) The weighing must take place prior to the beginning of the first mandatory availability period (MAP).

Note: For the purpose of evaluating helicopter performance and computing the Interagency Load Calculation, only current, and appropriate FAA approved flight manual hover performance charts shall be used.

Performance enhancing data (Power Assurance Checks, wind charts, etc.) shall not be used and will not be considered for the evaluation of proposals. Only FAA approved charts based on minimum specification engine performance shall be used.

SAFETY/RISK MANAGEMENT

Offerors will be evaluated on their overall safety systems, organization and accident history using the information requested/provided as per Exhibit 31 Safety Management System (SMS) Components Questionnaire and Accident History

(1) Summary of Accidents

(2) Synopsis of Safety Program

PAST PERFORMANCE

We will evaluate your capability on the basis of the company's past performance for the past 3 years (2016-2019). Utilize Attachment 1 Offeror's Past Performance.

Past Performance is a measure of the degree to which you have satisfied your customers in the past, and complied with Federal, State, and Local laws and regulations. Our assessment of your past performance will be subjective, and based mainly on your reputation with your customers. Identify and submit your references with verifiable telephone numbers to support your past performance. We may contact your references to ask whether or not your company is:

(1) Capable, efficient, and effective

(2) Performance conformed to the terms and conditions of your contract

(3) Reasonable and cooperative during performance

(4) Committed to customer satisfaction.

SECTION E SOLICITATION PROVISIONS

When evaluating your past performance we may contact other sources of information, including, but not limited to: Federal, State and local Government agencies.

Offerors who have not obtained Government contracts for helicopter services shall indicate their past experience and performances for related aviation services and include references for which the services were performed.

ORGANIZATIONAL EXPERIENCE

Your experience is relevant when you have been confronted with the kinds of challenges that will confront you under this contract contemplated by this RFQ. We will assess your relevant experience on the basis of its breadth and its depth. The Government prefers experience supporting wild land fire operations. In addition to overall organizational company experience, address the experience of your personnel directly responsible for working under this contract.

(a) Management Personnel commensurate with size and complexity of operation:

Specifically, list qualifications and experience of management personnel required under Federal Aviation Regulation (FAR) 119.

E-2 EVALUATION - COMMERCIAL ITEMS (FAR 52.212-2) (OCT 2014) (Tailored)

(a) The Government will award a contract to the responsible offeror(s) on the basis of price and technical factors as follows: Mandatory Documentation, Aircraft Technical Assessment, Safety/Risk Management, Past Performance and Organizational Experience.

The Government will evaluate "Price" of offers for award purposes by reviewing the proposed daily availability rates for the base year plus three renewal periods to determine overall price reasonableness being offered and to determine the demonstrated understanding of the level of effort needed to successfully perform the services. Mandatory Documentation will be a pass/fail factor. The Government will first determine whether a proposal has met the Mandatory Documentation requirements. If it has not, it will be eliminated from further consideration. If the Mandatory Documentation requirements are satisfied, Quotes that pass will receive qualitative evaluations for each of the remaining four technical evaluations factors (Aircraft Technical Assessment, Safety/Risk Management, Past Performance and Organizational Experience).

The nonprice factors - Mandatory Documentation, Aircraft Technical Assessment, Safety/Risk Management, Past Performance and Organizational Experience -when combined, are approximately equal to Price.

(b) Offeror's quotes shall include Two Separate Parts –Part 1 is a Business/Cost quote and Part 2 is the Technical. The technical must provide documentation sufficient to establish substantiation of proposed contracted helicopter "equipped weight" (as entered by proposer in section B for each item number) and as defined in Exhibit 21 (i.e., inclusive of all items required under this solicitation such as survival kit, first aid kit, fire shelter, 2 P25 digital radio etc. The evaluation factors are listed in descending order of importance.

**SECTION E
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(1) Mandatory Documentation

(i) At time of offering a current 14 CFR Part 133 Operating Certificate and current FAA letter of authorization listing aircraft designated to operate under the 14 CFR Part 133 Operating Certificate. One copy will suffice.

(ii) Copies of 14 CFR Part 135 Operating Certificate, Operations Specifications and Operations Manual.

(iii) 14 CFR Part 137 Operating Certificates.

(iv) Current aircraft Equipment List that documents installed equipment when weighed. (Form A, see example in Exhibit 21) For equipment not installed on the aircraft at the time of submission, it is incumbent on the Offeror to submit all technical specifications (for validation purposes) for equipment not installed but would be if awarded. Submitting a "proposed weight and balance, equipment list and other documentation" is paramount to the consideration and evaluation for best value to the government.

(v) Current aircraft actual weighing documentation including scales listed by make, model, calibration date, name of individual, signature and certificate number on document that performed weighing. (Aircraft Weighing Record, see example in Exhibit 21)

(vi) Documentation (including the name, weight, arm and moment of each item).of any equipment added or removed since the aircraft was weighed to meet the contract specification (Form C, see example in Exhibit 21). (If Applicable)

(vii) Helicopter Equipped Weight will be validated from d, e and f above which should be equal to or less than as identified on the schedule of Items.

(viii) Manufacturers Technical data for weight and capacity of the Tank and or Bucket as applicable.

(ix) Appropriate flight manual Hover Performance Charts

(x) Copies of STC's or FAA Field Approval for Aircraft and Equipment required in A-12.

(xi) Helicopter Load Calculation

Note: Submit the manufacturer's technical data for weight and capacity of the tank and/or bucket as applicable.

Bucket Items: For the load calculation, the Equipped Weight shall not include the weight of the empty bucket and any associated suspension hardware (cables, connectors, etc.).

(xii) Copy of MEL authorization from Ops Specs

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(A) Aircraft Technical Assessment

- (1) Helicopter Load Calculation
- (2) Aircraft Safety Features

(B) Safety/Risk Management

- (1) Accident History (last 5 years)
- (2) Policy
- (3) Safety Assurance
- (4) Safety Promotion
- (5) Risk Management

The above subject areas will be considered when evaluating the technical factor.

(C) Past Performance

- (1) capable, efficient, and effective
- (2) performance conforms to the terms and conditions of contracts
- (3) reasonable and cooperative during performance
- (4) committed to customer satisfaction.

The above subject areas will be considered when evaluating the technical factor.

(D) Organizational Experience

- (1) Management Personnel commensurate with size and complexity of operation
- (2) Pilot(s) in Command
- (3) Maintenance Personnel

The above subject areas will be considered when evaluating the technical factor.

E-3 CONTRACT AWARD

(a) Award will be made to the offerors whose quote is found to be technically acceptable and whose technical/price relationships are the most advantageous to the Government.

**SECTION E
SOLICITATION PROVISIONS**

(b) The offeror's technical may become a part of any resultant contract. Offerors are hereby advised that the Government will have the right to use, duplicate, or disclose in any manner and for any purpose whatsoever, and have the right to permit others to do so, all subject data required to be delivered under any contract resulting from this solicitation. Any reservations regarding these Government rights to data should be stated in the quote and will be resolved during any subsequent negotiations if conducted.

After the evaluation of quotes, the government will make an award based on price reasonableness and Best Value to the government.

E-4 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-5) (OCT 2015)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see [52.209-7](#), if included in this solicitation);

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

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(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

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This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

E-5 INFORMATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-7) (JUL 2013)

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

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

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(b) The offeror has does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

E-6 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS
(FAR 52.212-3) (JAN 2017)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at <http://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

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

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“Administrative merits determination” means certain notices or findings of labor law violations issued by an enforcement agency following an investigation. An administrative merits determination may be final or be subject to appeal or further review. To determine whether a particular notice or finding is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Arbitral award or decision” means an arbitrator or arbitral panel determination that a labor law violation occurred, or that enjoined or restrained a violation of labor law. It includes an award or decision that is not final or is subject to being confirmed, modified, or vacated by a court, and includes an award or decision resulting from private or confidential proceedings. To determine whether a particular award or decision is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Civil judgment” means--

(1) In paragraph (h) of this provision: A judgment or finding of a civil offense by any court of competent jurisdiction.

(2) In paragraph (s) of this provision: Any judgment or order entered by any Federal or State court in which the court determined that a labor law violation occurred, or enjoined or restrained a violation of labor law. It includes a judgment or order that is not final or is subject to appeal. To determine whether a particular judgment or order is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“DOL Guidance” means the Department of Labor (DOL) Guidance entitled: “Guidance for Executive Order 13673, ‘Fair Pay and Safe Workplaces’ “. The DOL Guidance, dated August 25, 2016, can be obtained from www.dol.gov/fairpayandsafeworkplaces.

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Enforcement agency” means any agency granted authority to enforce the Federal labor laws. It includes the enforcement components of DOL (Wage and Hour Division, Office of Federal Contract Compliance Programs, and Occupational Safety and Health Administration), the Equal Employment Opportunity Commission, the Occupational Safety and Health Review Commission, and the National Labor Relations Board. It also means a State agency designated to administer an OSHA-approved State Plan, but only to the extent that the State agency is acting in its capacity as administrator of such plan. It does not include other Federal agencies which, in their capacity as contracting agencies, conduct investigations of potential labor law violations. The enforcement agencies associated with each labor law under E.O. 13673 are--

(1) Department of Labor Wage and Hour Division (WHD) for--

(i) The Fair Labor Standards Act;

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- (ii) The Migrant and Seasonal Agricultural Worker Protection Act;
 - (iii) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act;
 - (v) 41 U.S.C. chapter 67, formerly known as the Service Contract Act;
 - (vi) The Family and Medical Leave Act; and
 - (vii) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);
- (2) Department of Labor Occupational Safety and Health Administration (OSHA) for--
- (i) The Occupational Safety and Health Act of 1970; and
 - (ii) OSHA-approved State Plans;
- (3) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for--
- (i) Section 503 of the Rehabilitation Act of 1973;
 - (ii) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974; and
 - (iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);
- (4) National Labor Relations Board (NLRB) for the National Labor Relations Act; and
- (5) Equal Employment Opportunity Commission (EEOC) for--
- (i) Title VII of the Civil Rights Act of 1964;
 - (ii) The Americans with Disabilities Act of 1990;
 - (iii) The Age Discrimination in Employment Act of 1967; and
 - (iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).

“Forced or indentured child labor” means all work or service—

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

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“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation,” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Labor compliance agreement” means an agreement entered into between a contractor or subcontractor and an enforcement agency to address appropriate remedial measures, compliance assistance, steps to resolve issues to increase compliance with the labor laws, or other related matters.

“Labor laws” means the following labor laws and E.O.s:

- (1) The Fair Labor Standards Act.
- (2) The Occupational Safety and Health Act (OSHA) of 1970.
- (3) The Migrant and Seasonal Agricultural Worker Protection Act.
- (4) The National Labor Relations Act.
- (5) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act.
- (6) 41 U.S.C. chapter 67, formerly known as the Service Contract Act.
- (7) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity).
- (8) Section 503 of the Rehabilitation Act of 1973.
- (9) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.
- (10) The Family and Medical Leave Act.
- (11) Title VII of the Civil Rights Act of 1964.
- (12) The Americans with Disabilities Act of 1990.
- (13) The Age Discrimination in Employment Act of 1967.

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(14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).

(15) Equivalent State laws as defined in the DOL Guidance. (The only equivalent State laws implemented in the FAR are OSHA-approved State Plans, which can be found at www.osha.gov/dcsp/osp/approved_state_plans.html).

“Labor law decision” means an administrative merits determination, arbitral award or decision, or civil judgment, which resulted from a violation of one or more of the laws listed in the definition of “labor laws”.

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

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- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

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

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

“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

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

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“Women-owned small business concern” means a small business concern --

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

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

Note to paragraph (a): By a court order issued on October 24, 2016, the following definitions in this paragraph (a) are enjoined indefinitely as of the date of the order: “Administrative merits determination”, “Arbitral award or decision”, paragraph (2) of “Civil judgment”, “DOL Guidance”, “Enforcement agency”, “Labor compliance agreement”, “Labor laws”, and “Labor law decision”. The enjoined definitions will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. *[Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

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

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

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

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

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

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

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *WOSB concern eligible under the WOSB Program.* [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It is, is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) *Economically disadvantaged women-owned small business (EDWOSB) concern.* [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

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(i) It is, is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

(1) Previous contracts and compliance. The offeror represents that --

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(i) It has, has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It has, has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

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[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American -- Free Trade Agreements -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

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Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.: _____

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

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(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

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(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

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(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

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(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror does does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror does does not certify that—

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(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701).* (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

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

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

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

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

(4) Type of organization.

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

(5) Common parent.

- Offeror is not owned or controlled by a common parent:
- Name and TIN of common parent:

Name _____

TIN _____

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The offeror represents that—

(i) It is, is not an inverted domestic corporation; and

(ii) It is, is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

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(1) The Offeror represents that it has or does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____

Immediate owner legal name: _____
(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity: Yes or No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code: _____

Highest level owner legal name: _____
(Do not use a “doing business as” name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by section 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless and agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that--

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- (i) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (ii) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it is or is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code _____(or mark "Unknown).

Predecessor legal name: _____.
(Do not use a "doing business as" name).

(s) Representation regarding compliance with labor laws (Executive Order 13673). If the offeror is a joint venture that is not itself a separate legal entity, each concern participating in the joint venture shall separately comply with the requirements of this provision.

(1) (i) For solicitations issued on or after October 25, 2016 through April 24, 2017: The Offeror does does not anticipate submitting an offer with an estimated contract value of greater than \$50 million.

(ii) For solicitations issued after April 24, 2017: The Offeror does does not anticipate submitting an offer with an estimated contract value of greater than \$500,000.

(2) If the Offeror checked "does" in paragraph (s)(1)(i) or (ii) of this provision, the Offeror represents to the best of the Offeror's knowledge and belief [Offeror to check appropriate block]:

(i) There has been no administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the offeror (see definitions in paragraph (a) of this section) during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter; or

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(ii) There has been an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter.

(3) (i) If the box at paragraph (s)(2)(ii) of this provision is checked and the Contracting Officer has initiated a responsibility determination and has requested additional information, the Offeror shall provide--

(A) The following information for each disclosed labor law decision in the System for Award Management (SAM) at www.sam.gov, unless the information is already current, accurate, and complete in SAM. This information will be publicly available in the Federal Awardee Performance and Integrity Information System (FAPIIS):

(1) The labor law violated.

(2) The case number, inspection number, charge number, docket number, or other unique identification number.

(3) The date rendered.

(4) The name of the court, arbitrator(s), agency, board, or commission that rendered the determination or decision;

(B) The administrative merits determination, arbitral award or decision, or civil judgment document, to the Contracting Officer, if the Contracting Officer requires it;

(C) In SAM, such additional information as the Offeror deems necessary to demonstrate its responsibility, including mitigating factors and remedial measures such as offeror actions taken to address the violations, labor compliance agreements, and other steps taken to achieve compliance with labor laws. Offerors may provide explanatory text and upload documents. This information will not be made public unless the contractor determines that it wants the information to be made public; and

(D) The information in paragraphs (s)(3)(i)(A) and (s)(3)(i)(C) of this provision to the Contracting Officer, if the Offeror meets an exception to SAM registration (see FAR 4.1102(a)).

(ii)(A) The Contracting Officer will consider all information provided under (s)(3)(i) of this provision as part of making a responsibility determination.

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(B) A representation that any labor law decision(s) were rendered against the Offeror will not necessarily result in withholding of an award under this solicitation. Failure of the Offeror to furnish a representation or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(C) The representation in paragraph (s)(2) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in FAR 12.403.

(4) The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its representation at paragraph (s)(2) of this provision is no longer accurate.

(5) The representation in paragraph (s)(2) of this provision will be public information in the Federal Awardee Performance and Integrity Information System (FAPIIS).

Note to paragraph (s): By a court order issued on October 24, 2016, this paragraph (s) is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [*Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)*].

(i) The Offeror (itself or through its immediate owner or highest-level owner) does, does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

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(ii) The Offeror (itself or through its immediate owner or highest-level owner) does, does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported: _____.

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

E-7 SERVICE OF PROTEST (FAR 52.233-2) (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from;

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TODD R. NOVINGER
U.S. FOREST SERVICE, CONTRACTING
NATIONAL INTERAGENCY FIRE CENTER
3833 S DEVELOPMENT AVE, MS 1100
BOISE, ID 83705-5354

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

E-8 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION (AGAR 452.209-70) (DEVIATION 2012-01) ALTERNATE 1 (FEB 2012)

(a) Awards made under this solicitation are subject to the provisions contained in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, Sections 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. To comply with these provisions, all offerors must complete paragraph (1) of this representation, and all corporate offerors also must complete paragraphs (2) and (3) of this representation.

(b) The Offeror represents that –

(1) The Offeror is , is not (*check one*) an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit organizations.)

If the Offeror checked “is” above, the Offeror must complete paragraphs (2) and (3) of the representation. If Offeror checked “is not” above, Offeror may leave the remainder of the representation blank.

(2) (i) The Offeror has , has not (*check one*) been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of offer.

(ii) Offeror has , has not (*check one*) had any officer or agent of Offeror convicted of a felony criminal violation for actions taken on behalf of Offeror under Federal law in the 24 months preceding the date of offer.

(3) The Offeror does , does not (*check one*) have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

E-9 INSPECTION AND ACCEPTANCE (AGAR 452.246-70) (FEB 1988)

(a) The Contracting Officer or the Contracting Officer's duly authorized representative will inspect and accept the supplies and/or services to be provided under this contract.

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(b) Inspection and acceptance will be performed at the airport the aircraft is located after each flight.

E-10 SIZE STANDARD AND NAICS CODE INFORMATION (AGAR 452.219-70) (SEP 2001)

The North American Industrial Classification System Code(s) and business size standard(s) describing the products and/or services to be acquired under this solicitation are listed below:

Contract line item(s): All

-- NAICS Code: 481212

-- Size Standard: 1500 employees

E-11 INQUIRIES (AGAR 452.204-70) (FEB 1988)

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the Contracting Officer issuing the solicitation about any aspect of this requirement prior to contract award.

E-12 RESERVED