



Issuing Office:

**USFS Southwest Region
333 Broadway SE
Albuquerque, NM 87102**

This solicitation can be downloaded from the following Internet site: **www.fbo.gov**

Offers Are Solicited For:

R3 Type III Call-When-Needed Helicopters

Solicitation No:	Issue Date:
R3-09-1000	12-05-2008

IMPORTANT – NOTICE TO OFFEROR

Information and instructions for submission of offers are contained in the attached Solicitation as indicated below:

- SF-1449, Solicitation for Commercial Items
- Section E, Instructions to Offerors - Commercial Items (FAR 52.212-1) (Tailored/Addenda)
- Section E, Offeror Representations and Certifications - Commercial Items (FAR 52.212-3)

Before mailing your offer, please recheck the following:

- Does your offer set forth full, accurate, and complete information as required by this solicitation including Exhibits, Section E, and acknowledgement of any amendments that were issued?
- Have you rechecked your figures, including calculations on the Schedule of Items (Sec B)?
- Have you enclosed a completed Interagency Helicopter Load Calculation (Exhibit 12) for each offered aircraft?
- Have you provided a current aircraft equipment list for each offered aircraft?
- Have you enclosed copies of:
 1. 14 CFR PART 135 Operating Certificate and current 14 CFR Part 135 Operations Specifications (Sections A, B, C, D, and E as applicable). Each aircraft offered should be listed in Section D of the Operations Specification (as applicable)?
 2. Current 14 CFR PART 133 Operating Certificate and current FAA letter of authority for aircraft designated to operate under the 14 CFR PART 133 Operating Certificate?
 3. 14 CFR PART 137 Operating Certificate and current FAA Form 8710-3 that lists all the pilots authorized to operate under the 14 CFR PART 137 Operating Certificate?
 4. Current list of company key management personnel (i.e., President, Director(s) of Operations and Maintenance, Chief Pilot, etc.)?
 5. Basic Flight Manual HIGE, HOG Performance Charts, Flight Manual Supplement HIGE, HOG Performance Charts, or Supplemental Type Certificate (STC) HIGE, HOG Performance Data will be provided under this solicitation for evaluation of the helicopter's performance and used to compute the Interagency Load Calculation for this solicitation?
- Have you received your Data Universal Numbering System (DUNS) Number and complied with the Central Contractor Registration requirements of FAR 52.212-1?
- Have you completed annual Representations and Certifications via on-line Representations and Certifications Application (ORCA) website at: <http://orca.bpn.gov> ?

Offerors may call **Peggy Toya** for information about this solicitation at **(505) 842-3122** or **Alex Stone** at **(505) 842-3466** for technical questions about the specifications in this solicitation.

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SECTION A

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NO.		PAGE 1 OF 84					
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NO. R3-09-1000		6. SOLICITATION ISSUE DATE: 12-05-2008			
7. FOR SOLICITATION INFORMATION CALL		a. NAME: Peggy Toya or Alex Stone				b. TELEPHONE NO. (No collect calls) (505)842-3122/3466		8. OFFER DUE DATE/LOCAL TIME 12-31-2008, 4:00 PM			
9. ISSUED BY USFS, Southwest Region 333 Broadway SE Albuquerque, NM 87102		CODE		10. THIS <input checked="" type="checkbox"/> SET ASIDE 100% For <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE <input type="checkbox"/> 8(A) NAICS: 481212 SIZE STD: 1500		11. DELIVERY FOR DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS			
15. DELIVER TO Various		CODE		16. ADMINISTERED BY USFS, Southwest Region 333 Broadway SE Albuquerque, NM 87102				CODE			
17a. CONTRACTOR/CO OFFEROR		FACILITY CODE		18a. PAYMENT WILL BE MADE BY USDA Forest Service Albuquerque Support Center 10 Sun Ave. Albuquerque, NM 87109						CODE	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT		
		SEE SECTION B (ATTACHED)									
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. (See www.acquisition.gov for FAR Clauses in full text)											
28. <input checked="" type="checkbox"/> 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.					29. <input type="checkbox"/> AWARD OF CONTRACT: REFERENCE OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:						
30a. SIGNATURE OF OFFEROR/CONTRACTOR					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)						
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)			31c. DATE SIGNED			

**SECTION B
DESCRIPTION/SPECIFICATIONS/EXHIBITS**

B-1 Schedule of Items

This is a Contract for Type III Call-When-Needed (CWN) helicopter services. Furnish Type III helicopter(s) fully operated, (or with Government Pilot if authorized), and maintained, including fuel servicing vehicle(s), meeting the requirements of this schedule and the specifications included herein, on a Call-When-Needed basis.

Awards will not be made for aircraft not considered suitable for the Government's need, or at prices determined to be unreasonable. Materially unbalanced offers between the base year and option year(s) may be rejected. If, after award, the Contractor obtains additional Helicopters of the same make and model, those Helicopters may be added to the contract at the Government's option at the same price as Helicopters originally awarded. Aircraft of a different make and model may be added in the event that the Government has a bona fide need of additional aircraft and all previously contracted aircraft currently available to the Government are assigned. The Contracting Officer (CO) will negotiate a rate for these additional aircraft.

Upon Contractor's acceptance of an order from an authorized ordering office, the order becomes contractually binding under the terms and conditions of this Contract.

N Number	Make	Model & Series	Equipped Weight ¹	HOGA Reference	Daily Availability Rate ² 2009	Daily Availability Rate ² 2010	Daily Availability Rate ² 2011	Project Hourly Flight Rate ³	Project Hourly w/Govt Pilot w/ FSV	Project Hourly w/Govt Pilot w/o FSV

(Add Additional Sheets as Necessary)

¹ Equipped weight equals the Empty Weight (as listed in the Weight and Balance Data) plus the weight of lubricants and onboard equipment required by contract (i.e., survival kit, rappel anchor). Equipped Weight excludes the weight of a fixed tank or the empty bucket. Cowlings and doors shall not be removed to meet Contract equipped weight for performance.

² Offerors shall submit Daily Availability Rates. The awarded daily availability rate shall include all fixed and variable costs (depreciation, salaries, overnight allowances including travel to and from lodging, overhead, permanent shop facilities, etc.) incurred in providing continuous service exclusive of those costs directly attributed to actual flight.

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

Hourly Flight Rate will be paid at the applicable Hourly Flight Rate, in accordance with Exhibit 11, Helicopter Services Hourly Flight Rates, Fuel Consumption, and Weight Reduction Chart.

**SECTION B
DESCRIPTION/SPECIFICATIONS/EXHIBITS**

B-2 Additional Personnel

\$500 per day for each authorized additional personnel for travel days and work days.

B-3 Extended Standby Rate

\$43.00 per hour for each authorized personnel.

B-4 Government Furnished Pilot

Contractor will will not authorize performance of work under the contract by a Government Pilot

B-5 Principle Base of 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. The location of the Contractor's Operating Certificate is the determining factor as to where the Contract is administered. Therefore, the same aircraft number will not be awarded/administered under more than one Forest Service CWN contract.

Location (Physical Address)

State

Note: Offers for furnishing services on a "Call-When-Needed" Basis are being solicited from operators that hold certificates in Region 3 which includes the states of New Mexico and Arizona.

B-6 Aircraft Performance Specifications (minimum)

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

- 200 lbs for each required flight crewmember
- 1½ hours of fuel (includes reserve fuel). Use 7-lbs per gallon to compute weight of Jet A.
- 5000' PA
- 30 °C
- 380 lbs (non-jettisonable payload)

Load Calculation

Aircraft performance capabilities shall be documented by using the above information Standard Interagency Helicopter Load Calculation form. (Exhibit 12, Interagency Helicopter Load Calculation)

The Offeror shall use the computation values listed in Exhibit 11, Helicopter Services Hourly Flight Rates, Fuel Consumption, and Weight Reduction Chart applicable to the make, model, and series being offered.

Only approved Basic Flight Manual HIGE/HOGE Performance Charts, Flight Manual Supplement HIGE/HOGE Performance Charts, or Supplemental Type Certificate (STC) HIGE/HOGE Performance Data approved for the offered aircraft, by serial and registration numbers, shall be used to compute the Interagency Helicopter Load Calculation during the Contract period.

B-7 Engine Requirement

Turbine engine(s).

B-8 Maximum Complement of Personnel by Aircraft Type

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

**SECTION B
DESCRIPTION/SPECIFICATIONS/EXHIBITS**

B-9 Acceptable Work Schedule (check one of the following)

 / / 12/2 / / 12/12

B-10 Additional Offered Equipment

The Offeror may offer items or services in addition to those listed below. Offeror shall provide specifications on the items or services offered. Offered items may be awarded based on the needs of the Government and when prices are determined to be reasonable.

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

√	Description	Capacity	Quantity	Unit	Unit Price
	Seeder			Day	\$
	Fertilizer Spreader			Day	\$

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

C-1 Scope of Contract

- A. The intent of this solicitation and any resultant Contract is to obtain services of Type III Helicopters fully operated by qualified personnel and equipped to meet specifications for use in administration and protection of Public Lands.
- B. The Helicopter furnished will be used for incident support and may also be used for project, law enforcement, and administrative flights. If the contractor agrees to perform law enforcement flights, such agreement shall be in writing.
- C. Contract personnel shall conduct themselves in a professional and cooperative manner in fulfilling this Contract.
- D. The Government has Interagency and cooperative agreements with Federal and State Agencies and private landholders. Aircraft may be dispatched under this contract for such use.

C-2 Certifications

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

C-3 Government Furnished Property

- A. If Government Furnished Property (GFP) is provided; the Contractor shall be required to sign a property receipt document. Upon Government request, GFP shall be returned to the Government in accordance with GFP (Short Form) Federal Acquisition Regulation (FAR) Clause 52.245-4.
- B. The Government will deliver the following item to the Contractor upon arrival at the assigned work location:
 - 1. Interagency Aviation Transfer of Hazardous Materials Handbook/Guide with any applicable Department of Transportation (DOT) Special Permit Letters and Emergency Response Guide.
 - 2. Personal fire shelter for each flight crew member. Instructions in shelter deployment to be provided by the Helicopter Manager.
- C. Foam Concentrate will be provided by the Government as needed in accordance with the most current Qualified Product List as specified at: www.fs.fed.us/m/fire

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

1. Aircraft shall be maintained in accordance with all applicable 14 CFR requirements, mandatory manufacturers' bulletins as required or identified by the FS and or DOI, and all applicable FAA Airworthiness Directives (AD).
2. All required documents needed to verify the data in Form FS-5700-21a or AMD 36b; Helicopter Data Record (including airframe logs, engine logs, compliance with mandatory manufacturer's bulletins, FAA AD's compliance, and aircraft status record, etc.) shall be made available to agency aviation inspector(s).
3. Unless authorized by an approved Minimum Equipment List (MEL), aircraft shall not be approved or used if any accessory or instrument listed on the aircraft type certificate data sheet is inoperative.
4. Aircraft shall not be approved if any component time in service exceeds the manufacturers' recommended Time Between Overhaul (TBO) or FAA-approved extension. All inspection times and intervals shall comply with the Contractor's FAA approved maintenance program.

B. Condition of Equipment

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

C. Center of Gravity

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

D. General Equipment

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

1. A copy of the Awarded Contract and modification(s) shall remain in the helicopter during the Contract period(s).
2. Instrumentation required by the Type Certificate and 14 CFR for use with the make and model furnished.
3. Free air temperature gauge.
4. Approved aircraft lighting for night operation in accordance with 14 CFR 91.209, plus instrument lights.
5. First Aid Kit Aeronautical (Exhibit 1, First Aid Kit Aeronautical)
6. Survival Kit Aeronautical (Exhibit 2, Survival Kit Aeronautical, Lower 48)

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

7. Additional Suppression/Prescribed Fire Equipment (Exhibit 4, Additional Suppression/Prescribed Fire Equipment) as applicable.
8. Seat belts for all seats One set of individual lap belts for each occupant.
9. FAA-approved double-strap shoulder harness with automatic locking inertia reels for each front seat occupant. Shoulder straps and lap belts shall fasten with one single-point, metal-to-metal, and quick-release mechanism. Standard factory shoulder harnesses are acceptable for Aerospatiale and Bell transport category helicopters. Military style harnesses are acceptable. (Exhibit 3, Restraint Systems Condition Inspection Guidelines).
10. FAA approved shoulder harness integrated with seat belt with one single point metal to metal quick release mechanism for each passenger position.
11. One flight hour meter (Hobbs) installed in a location observable by the pilot and front seat observer while seated. The meter shall be wired in series with a switch on the collective control, and a switch activated by engine or transmission oil pressure or equivalent system, to record flight time (in hours and tenths of hours) only.
12. External load operations from other than the manufacturer's designated pilot station (right seat in most helicopters) are allowed only with 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 operational gauges are installed in a manner which allows observation while the pilot's focus is on the external load. Minimum required operational gauges will include a Master Caution Light, N1 Gauge, Torque Gauge, and Engine Temperature Gauge.
13. Convex mirror for observation of external loads and landing gear.
14. The Fire extinguisher(s) shall be a hand-held bottle, fully charged, with a minimum of 1.5 pounds capacity and 2-B:C rating, maintained in accordance with NFPA 10 and mounted with a quick release attachment accessible to the flight crew while seated.
15. 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.
16. Complete set of current aeronautical charts covering area of operation. The Contractor shall be responsible for providing navigation publications.
17. Dual controls are required for pilot evaluations.
18. One or more independently switched white or white and red strobe light(s) mounted on top of the helicopter or otherwise visible from above.

In accordance with 14 CFR Part 27.1401, Anti-collision Light System (d) Color. Each anti-collision light shall be aviation red and shall meet the applicable requirements of 14 CFR Part 27.1397. In order to meet contract specifications, Contractors shall obtain FAA approval (FAA Form 337) to alter the aircraft, if applicable.

19. High visibility markings on main rotor blades (Exhibit 5, High Visibility Markings on Main Rotor Blades).
20. Hook
 - a. Cargo Hook
 1. One cargo hook that may be loaded and locked in a single motion with one hand, and is rated at the maximum lifting capacity of the aircraft.
 2. As a minimum, the cargo hook shall be completely disassembled and inspected with repairs made as required; lubricated and a full-load operational check-in accordance with manufacturer's recommendations.

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

- b. Remote Hook/Long Line
- One remote cargo hook and 150 foot long line. Long line may consist of multiple segments and none shorter than 50 feet. (Exhibit 4, Additional Suppression/Prescribed Fire Equipment)
21. Variable capacity collapsible bucket
- a. One (1) collapsible, variable capacity water/retardant bucket shall be furnished under this Contract.
 - b. The bucket, at 100 percent of manufacturer's rated capacity (+/- 5%), shall be commensurate with the maximum OGE lifting capability of the helicopter at 5000' and 30 degrees C with a 200 pound pilot and 1 ½ hours of total fuel. The bucket shall be capable of being operated with all increments of the long-line. No partial dips allowed. *Note: When no commercially made buckets are available that meet the above criteria, it will be acceptable to substitute with a commercially available bucket of the next closest size.*
 - c. Environmental operating conditions may dictate the need for more than one size bucket.
 - d. Helicopters equipped with electronic helicopter hook load measuring system (load cells) that provide a cockpit readout of the actual external load and a bucket that is equipped with a gating system and/or a powerfill bucket that allows part of the load to be dispensed while retaining the remainder of the load are approved.
 - e. Capacity of each position or adjustment level shall be marked on the bucket. Collapsible buckets with cinch straps shall only be adjusted to the marked graduations (i.e., 90%, 80%, 70%). Attempts to establish intermediate graduations or capacities below the manufacturer's minimum graduation (by tying knots, etc.) is prohibited.
 - f. An Operations Manual for the type bucket(s) provided shall be available on site.
 - g. Either the weight of the bucket or capacity at each adjustment level shall be marked on the bucket or the operator shall have a written statement of the maximum capacity (weight) at each adjustment point.
 - h. The jettison-arming switch, if applicable, shall be in the armed position during external load operations.
 - i. When a bucket is attached directly to the cargo hook, it is critical to measure the maximum length of the extended bucket from the shackle on the control head to the extended dump valve/fire sock, making sure that it is at least 6-inches less than the distance from the belly hook to the closest possible point on the tail rotor. Lines attached between the cargo hook and the bucket shall extend the bucket past the outside arc of the tail rotor, the line shall be no shorter than 50 feet.
22. The bucket gate open/close switch(es) shall be clearly marked for "open" and "closed," spring-loaded to the "OFF" position, and mounted on the collective pitch lever to avoid confusion with the cargo hook release. The switch shall be of a different design and shall be mounted in such a way as to not easily be confused with the RPM Control (Beep) switch.
23. An auxiliary power connector (MS3112E12-3S) protected by a 5-amp circuit breaker connected to the avionics or main aircraft power buss shall be permanently mounted in a location convenient to the passenger compartment. Pin A shall be +24 VDC in 24 volt aircraft, Pin B shall be aircraft ground. Pin C shall be + 12 volts VDC in 12 volt aircraft. Never apply power to both Pin A and Pin C simultaneously.
24. Fuel Servicing Vehicle (Exhibit 6 Additional Avionics Equipment and Exhibit 7 Fuel Servicing Equipment Requirements).
25. FAA Approved Extended Height /High Skid Landing Gear (if available by STC or aircraft manufacturer).
26. FAA approved high visibility, pulsating, forward facing, conspicuity lighting.
27. FAA-approved locking cap(s) on all fuel filler ports. Single point refueling port dust caps need not have an FAA approved locking device.

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

28. Internal baggage compartment/external cargo basket(s)/racks. Fifteen (15) cubic feet of cargo space with isolated internal baggage compartment(s) capable of accommodating 58-inch long shovels, rakes, and other fire fighting tools (requires rear bulkhead modification of baggage compartment of some models). External cargo basket(s)/rack(s) with a closing mechanical latching lid may be provided in lieu of baggage compartments, which cannot be modified to accept fire tools. The lid shall cover the entire basket/rack. Cargo basket(s)/rack(s) shall be at least 4-inches deep. The devices shall be simple in function and have the capacity of being installed quickly. If lid is not manufactured for make and model, then cargo shall be secured with tie down nets, straps, or bungee.
29. Wire Cutters (Wire cutting devices) are required to be installed on all offered aircraft, if available for make and model. At least 85 percent of the frontal area of the helicopter shall be protected.

C-5 Aircraft Maintenance

A. General

1. The Contractor shall be capable of providing field maintenance support to each helicopter for extended periods during heavy use.
2. Helicopters shall be operated and maintained in accordance with 14 CFR requirements and manufacturer's recommendations. Special equipment and/or modification of the helicopter to meet requirements of this contract shall be inspected, repaired, and altered in accordance with 14 CFR requirements and manufacturer's recommendations or engineered data and, if required, be FAA approved. All "time change" components, including engines, shall be replaced upon reaching the factory recommended time, or FAA approved extension if applicable. Aircraft operated with components and accessories on approved TBO extension programs are acceptable, provided the Contractor who provides the aircraft is the holder of the approved extension authorization (not the owner if the aircraft is leased), and shall operate in accordance with the extension.
3. Compliance with mandatory manufacturers' bulletins, FAA ADs, and the correction of maintenance deficiencies shall be accomplished prior to the start and during the period of Contract performance.
4. Contract performance may subject the aircraft engine to frequent smoke, sand and dust ingestion. All aircraft shall comply with the erosion inspection procedures at the recommended intervals in accordance with the engine operation and maintenance manual for the Contracted aircraft.
5. All maintenance performed shall be recorded in accordance with 14 CFR 43 and 91 including helicopter time-in-service and hour meter reading.
6. A copy of the current maintenance record required by 14 CFR Part 91 shall be kept with the aircraft.
7. Maintenance of aircraft records shall be in accordance with the FAA Advisory Circular (AC) No. 43-9C as revised.
8. The Contractor shall immediately notify the CO of any change of an engine, power train, control, or major airframe component and circumstances inducing the change.
9. Routine maintenance shall be performed before or after the daily standby or as approved by the CO.
10. All inspection times and intervals shall comply with the Contractor's FAA Approved Maintenance Program.
11. Inspections shall be performed in a maintenance facility, or in the best field conditions available.
12. Contractor shall notify the CO at least 16-flight hours prior to initiation of the 100-hour inspection.
13. All weighing of aircraft shall be performed on scales that have been certified as accurate within the preceding 24-months. The certifying agency may be any accredited weights and measures laboratory.
14. Helicopter(s) under awarded contract(s) resulting from this solicitation shall remain at or below their contract awarded equipped weight during the base year. Helicopters will be allowed 1% above the awarded equipped weight during the contract option period(s).

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15. The aircraft's equipped weight is determined using weight and balance data which was established by actual weighing of the aircraft within 24 months preceding the award date of the contract and 36 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.
16. A list of equipment installed in the aircraft at the time of weighing shall be compiled. The equipment list shall include the name of each item installed. Items that may be easily removed or installed for aircraft configuration changes (seats, doors, radios, cargo hook, baskets, buckets, special mission equipment, etc.) shall also be listed including the name, weight, and arm of each item. Each page of the equipment list shall identify the specific aircraft by serial and registration number. Each page of the equipment list shall be dated indicating the last date of actual weighing or computation. The weight and balance shall be revised each time equipment is removed or installed.
17. When the contract equipped weight of the aircraft, as noted by registration number in Section B, Schedule of Items, changes, the Contractor shall notify the CO of the change and submit a revised weight and balance as required by the Contract.

B. Turbine Engine Power Assurance Checks

1. A power assurance check shall be accomplished on the first day of operation, and thereafter within each 10-hour interval of contracted flight operation unless prohibited by environmental conditions (i.e. weather, smoke). The power assurance check shall be accomplished by the contractor in accordance with the Rotorcraft Flight Manual or approved company performance monitoring program. A current record of the power assurance checks will be maintained with the aircraft under this contract and any renewal periods.
2. Helicopters with power output below the minimum published performance charts shall be removed from service. The below-minimum power condition shall be corrected before return to service and Contract availability.

C. Maintenance Flights

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

C-6 Aircraft and Equipment Security

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

C-7 Avionics Requirements

Required avionics systems and contractor offered avionics/communication equipment shall meet the performance specifications as specified in FS/AMD 24 at: www.fs.fed.us/fire/niicd/documents.html .

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C-8 Contractor Furnished Avionics Systems

A. Communications Systems

1. Emergency Locator Transmitters

One automatic-portable/automatic-fixed or automatic-fixed Emergency Locator Transmitter (ELT) utilizing an external antenna and meeting the same requirements as those detailed for airplanes in 14 CFR Part 91.207 (excluding 14 CFR Part 91.207f), shall be installed per the manufacturer’s installation manual, in a conspicuous or marked location. ELTs certified under TSO-91 are not acceptable. Note: ELTs operating on 121.5 MHz, 406 MHz or both frequencies are acceptable.

2. VHF-AM Transceivers

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

3. VHF-FM Transceivers

- a. One aeronautical VHF-FM radio transceiver (FM-1). The transceiver shall operate from 150 to 174 MHz, permit the operator to program any usable frequency within that band while in flight, provide operator selection of both wide-band (25 kHz bandwidth/5 kHz modulation) and narrow-band (12.5 kHz bandwidth/2.5 kHz modulation) operation by channel for MAIN and GUARD operation. Transceivers shall be set to operate in the narrowband mode unless local conditions dictate otherwise.
- b. Carrier output power shall be 10-watts nominal. The transceiver shall be capable of displaying receiver and transmitter operating frequency. Transceivers shall provide both receiver and transmitter activation indicators for MAIN and GUARD. Simultaneous monitoring of both MAIN and GUARD (168.6250 MHz) is required. Scanning of GUARD is not acceptable. GUARD communications may only be used for: emergencies; initial call; recall; and redirection.
- c. A CTCSS sub-audible tone encoder with a minimum of 32 standards selectable tones, meeting the current TIA/EIA-603A standard, shall interface with the above transceiver. The encoder shall encode a 110.9 Hz tone on all GUARD transmissions.
- d. The transceiver’s operational controls shall be mounted in a location that is convenient to both pilot and co-pilot/observer.
- e. Aircraft having two or more aeronautical VHF-FM radio transceivers need only have a GUARD receiver in the first transceiver (FM-1).
- f. The following analog aeronautical VHF-FM transceivers are known to be acceptable until December 31, 2009.

Manufacturer/Brand	Model/Part
Eureka Radio Systems (ERS)	ERS-96000NB with external tone encoder
Northern Airborne Technology	NPX-138N-050/070 & NTX-138-050
Technisonic Industries	TFM-138 (serial # 1540 & up), TFM-138B/C/D, & TFM-500
Wulfsburg Electronics	Flexcom II, RT-138N, & RT-9600N

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

Technisonic Industries	TDFM-136
Northern Airborne Technology	NPX136D

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- h. All VHF-FM transceivers (aeronautical, mobile, and portable) furnished to meet the requirements of this contract must be multimode (P25) digital by January 1, 2010. Only P25 compliant transceivers will be acceptable after this date. Multimode (P25) digital aeronautical VHF-FM transceivers must meet the requirements at: www.fs.fed.us/fire/niicd/documents.html)

Note: There are currently only two radios known to meet the P25 digital radio requirement: Northern Airborne Technology's (NAT) NPX136D and Technisonic Industries' TDFM 136. It is anticipated that a majority of operators will delay purchasing P25 digital compliant radios until the January 1, 2010 deadline. NAT and Technisonic rely on third party manufacturers for radio components, and these components may take several months to acquire. NAT and Technisonic have assured us that they will not be able to manufacture a large quantity of P25 radios in a short timeframe. Accordingly, it is highly suggested that all aviation operators place their orders for P25 digital radios as soon as possible to avoid delays in aircraft approval

4. Provisions for AUX-FM Portable Radios

- a. The Contractor shall provide the necessary interface for installing and properly operating an auxiliary VHF-FM portable radio through the aircraft's audio control system(s). The interface shall consist of the appropriate wiring from the audio control system; terminate in an MS3112E12-10S type connector and utilizing the contact assignments as specified by drawing at: www.fs.fed.us/fire/niicd/documents.html
- b. One weatherproof, external, broadband antenna (Comant type CI-177 or equal) covering the 150-174 MHz band, with associated RG-58A/U (or equivalent) coaxial cable and connector, terminated in a bulkhead-mounted, female BNC connector adjacent to the above 10-pin connector.
- c. Mounting facilities, in accordance with the specifications of FAA AC 43.13-2A, for secure installation of the auxiliary VHF-FM portable radio in the cockpit shall be provided (Field Support Services (www.helifire.com) AUX-EPH-RB or equivalent). The location of the mounting facilities shall be such that, when connected with an 18-inch adapter cable, allows the co-pilot/observer full and unrestricted movement of the radio's controls.
- d. Positive-polarity microphone excitation voltage shall be provided to the AUX-FM system from the aircraft DC power system through a suitable resistor network. A blocking capacitor shall be provided to prevent the portable radio microphone excitation voltage from entering the system. Side tone for the AUX-FM shall also be provided (NAT AA34, Premier PA-34, or equivalent).
- e. In lieu of the above AUX-FM requirements, the Contractor may substitute one aeronautical VHF-FM transceiver (FM-2) which meets the same requirements as FM-1.

5. Automated Flight Following

- a. One Automated Flight Following (AFF) system compatible with the governments AFF tracking network (Webtracker). Not all available AFF systems are compatible with Webtracker nor meet Webtracker's requirements. The contractor shall ensure that the AFF system offered is compatible with Webtracker. To view Webtracker's current compatibility requirements and a list of previously successful AFF equipment manufacturers, refer to <https://www.aff.gov> .
- b. The AFF system shall be powered by the aircraft's electrical system, installed per the manufacturer's installation manual, and operational in all phases of flight. AFF equipment shall utilize as a minimum: Satellite communications, an externally mounted antenna, provide data to the Government's Webtracker software, use aircraft power via a dedicated circuit breaker for power protection, and be mounted so as to not endanger any occupant from AFF equipment during periods of turbulence. Any AFF manufacturer required pilot display(s) or control(s) shall be visible/selectable by the pilot(s). Remote equipment having visual indicators should be mounted in such a manner as to allow visual indicators to be easily visible.
- c. AFF communications shall be fully operational in the lower 48 states.

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- d. The contractor shall maintain a subscription service through the AFF equipment provider allowing AFF position reporting for satellite tracking via Webtracker. The position-reporting interval shall be every two minutes while the aircraft is in flight. The contractor shall register their AFF equipment with the Fire Applications Support Desk (FASD) providing: Complete tail number, manufacturer and serial number of the AFF transceiver; aircraft make and model; and Contractor contact information. If the Contractor relocates previously registered AFF equipment into another aircraft, then the Contractor shall contact the FASD making the appropriate changes prior to aircraft use. In all cases, the contractor shall ensure that the correct aircraft information is indicated within Webtracker. The Contractor shall contact the FASD of system changes, scheduled maintenance, and planned service outages.
- e. Registration contact information, a web accessible feedback form, and additional information is available at: <https://www.aff.gov>. The FASD can be reached at (800) 253-5559 or (208) 387-5290.
- f. Prior to the aircraft's annual Contract inspection, the Contractor shall ensure compliance with all AFF systems requirements. The Contractor shall additionally perform an operational check of the system. As a minimum, the operational check shall consist of confirming the aircraft being tested is displayed in Webtracker (indicating it is currently transmitting data to Webtracker) and that all information displayed in Webtracker is current. A username and password is required to access Webtracker. Log on to the AFF website at <https://www.aff.gov> to request a username and password, or contact the FASD.
- g. This clause incorporates Specification Section Supplement available at: <https://www.aff.gov/contractspecs> with the same force and effect as if they were presented as full text herein.

B. Navigation Systems

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

C. Transponder/Altitude Encoders

One ATC transponder and altitude reporting system(s) meeting the requirements of 14 CFR Part 91.215 (a) and (b), 14 CFR Part 91.413 and be tested and inspected within the preceding 24 calendar months as specified by 14 CFR Part 43, appendix.E and 14 CFR 91.411.

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

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

E. Audio Control Systems

Two audio control systems (which may be combined in a single unit) shall be installed providing the pilot and observer separate systems. Each system shall provide pilot and observer with separate controls for selection of multiple receiver audio outputs and transmitter microphone/push-to-talk (PTT) audio inputs. Each system shall also provide pilot and observer with separate controls for adjustment of both ICS and receiver audio output levels.

F. Transmitter Selection and Operation

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

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G. Receiver Selection and Operation

Separate controls shall be provided for both pilot and observer to select audio from one or any combination of available receivers. The aft exit passenger positions (two positions minimum) shall monitor the receiver(s) as selected by the observer unless the aft exit passenger positions have an independent audio control system(s). Aft exit audio control system(s) (if installed) shall provide selected receiver audio to appropriate required aft passenger positions (two positions minimum).

H. Radios and Systems

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

I. Earphones and Microphones

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

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

J. Push-to-Talk Systems

Separate Push-to-Talk (PTT) switches shall be provided for radio transmitter and ICS microphone operation at the pilot and observer positions. The pilot's PTT switches shall be mounted on the cyclic control. The observer PTT switches shall be mounted on the cord to an earphone/microphone connector. In lieu of the observer cord mounted PTT switches, a foot switch operated PTT system may be utilized. The aft exit passenger positions shall be equipped with an ICS PTT switch mounted on a cord to the earphone/microphone connector (Alpine Aerotech AAL280-011-004 or equivalent).

K. Intercommunications Systems (ICS)

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

C-9 Avionics Installation and Maintenance Standards

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

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C-10 Operations

A. General

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

B. Pilot Authority and Responsibilities

1. The Pilot-In-Command (PIC) is responsible for the safety of the aircraft, loading and unloading of occupants and cargo. The pilot shall comply with the directions of the Government, except when in the pilot's judgment compliance will be a violation of applicable federal or state regulations or contract provisions. The pilot has final authority to determine whether the flight can be accomplished safely and shall refuse any flight or landing which is considered hazardous or unsafe.
2. The pilot is responsible for computing the weight and balance for all flights and for assuring that the gross weight and center of gravity do not exceed the aircraft's limitations. Pilots shall be responsible for the proper loading and securing of all cargo. Load calculations shall be computed and completed by the pilot. (Exhibit 12, Interagency Helicopter Load Calculation)
3. Smoking is prohibited within 50 feet of fuel servicing vehicle, fueling equipment, or aircraft.
4. After engine(s) shutdown, the pilot may exit the aircraft while the rotor(s) are turning if the Rotorcraft Flight Manual allows and the pilot remains within the arc of the rotor(s). The pilot shall coordinate this action with the Helicopter Manager. If not allowed by the Rotorcraft Flight Manual, aircraft must be shutdown and rotors stopped for pilot to exit aircraft or change seats.
5. Pilot will use an approved 14 CFR Part 135/121 or appropriate 133 or 137 cockpit checklist for all flight operations.
6. Toe-in, single-skid, step-out landings are prohibited.
7. Equipment such as radios, survival gear, fire tools, etc., shall be located in or on the aircraft in such a manner as to potentially not cause damage or obstruct the operation of equipment or personnel. All cargo shall be properly secured.
8. The pilot shall not permit any passenger in the aircraft or any cargo to be loaded therein unless authorized by the CO.
9. Passenger Briefing

Before each takeoff, the PIC shall ensure that all passengers have been briefed in accordance with the briefing items contained in 14 CFR Part 135. Briefing shall include the following: Personal Protective Equipment (PPE); Shut-off Procedures for Battery and Fuel; and Aircraft Hazards.
10. Flight Plans

Pilots shall file and operate on an FAA, ICAO, or agency flight plan. Contractor flight plans are not acceptable. Flight plans shall be filed prior to takeoff when possible.
11. Flight Following

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

Prior to any takeoff, the PIC shall provide the appropriate agency dispatch office/coordination center or helibase with current passenger and cargo information.

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13. Fuel Reserve

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

C. IFR/Night Flight

Requires agency approval.

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

The Contractor is responsible for removal, reinstallation and security of the doors. All loose items must be secured prior to flight with doors open/removed (Velcro is not considered a secure attachment). Flights with cowlings removed are not permitted. The aircraft external registration number shall be displayed in such a manner as to not be compromised.

E. Bucket Operations

The following procedure shall be used for all bucket operations:

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

F. Dual Controls

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

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G. 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 Interagency Aviation Transport of Hazardous Materials Handbook/Guide (NFES 1068). A copy of the current Special Permit and handbook/guide and emergency response guide shall be aboard each aircraft operating under the provisions of this Special Permit and can be found at: <http://amd.nbc.gov/library/handbooks.htm> .
2. It is the Contractor's responsibility to ensure that Contractor employees have received training in the handling of hazardous materials in accordance with 49 CFR 172. Documentation of this training shall be retained by the company in the employee's records and made available to the Government as required. Training is available at: <https://www.iat.gov/Training/modules/a110/pre-110.html> .
3. The pilot shall ensure personnel are briefed of specific actions required in the event of an emergency. The pilot shall be given initial written notification of the type, quantity, and the location of hazardous materials placed aboard the aircraft before the start of any project. Thereafter, verbal notification before each flight is acceptable. For operations where the type and quantity of the materials do not change, repeated notification is not required.

C-11 Contractor's Environmental Responsibilities

- A. The Contractor is responsible to ensure that all maintenance, fueling, and flight activities do not cause environmental damage to property or facilities. The Contractor is responsible to clean and rehabilitate areas adversely affected by Contractor activities and shall, whenever practical and possible, utilize solvents and cleaning agents that are either biodegradable or consistent with acceptable safety, health and environmental concern practices.
- B. The Contractor is responsible for all clean-up of fuel, oil, and retardant contamination on airport ramps, retardant sites, parking areas, landing areas, etc., when caused by Contractor aircraft or personnel.
- C. The Government may, at its option, assign an area to be utilized by the Contractor for storage of equipment used in support of Contract performance. Oil, solvents, parts, engines, etc. shall be stored and utilized in a manner consistent with acceptable safety, health and environmental concerns.
- D. The Contractor shall ensure that they are in compliance with 40 CFR Part 112; Oil Pollution Prevention, Spill Prevention Control and Countermeasure Plan Requirements (SPCC).

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

C-12 Personnel

A. General

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

B. Pilot Approvals and Qualifications

1. HIPs will verify that Contractor pilots meet the experience and qualification requirements under this contract.
2. Each PIC shall, at the discretion of the Government, pass an agency flight evaluation check. The flight check will be in an aircraft supplied by the Contractor at no expense to the Government. The satisfactory completion of the evaluation flight will not substitute for any of the total flight hour requirements listed in this clause.
3. Pilots shall complete appropriate portions of the Helicopter Pilot Qualifications and Approval Record (Form FS-5700-20a or AMD-64) prior to evaluation. When approved, each pilot will be issued an Interagency Helicopter Pilot Qualification Card documenting make, model and series of aircraft approved to operate and the missions each pilot is approved to perform. Pilot cards are Contractor specific and are non-transferable. The HIP, with the concurrence of 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.

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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 Part 135 Airman Competency Proficiency Check (FAA Form 8410-3 or equivalent) (as applicable FAA Form 8410-3 or equivalent).
3. Written evidence of qualification to transport external loads.
4. Notwithstanding, 14 CFR Part 61.58(b), "Recent Flight Experience" helicopter PICs shall meet requirements of 14 Part CFR 61.58(a).
5. Proof of compliance with 14 CFR Part 61.57 (a) (1) (i) and (ii).
6. Proof of qualifications to meet 14 CFR Part 137.
7. At the CO's discretion, each pilot shall pass an agency flight evaluation in make, model, and series -conducted over typical terrain.
8. The Contractor shall ensure that **pilots meet all requirements as outlined in paragraph C-12 D. Pilot Requirements – Experience** after award. The Contractor shall verify all pilot hours submitted on form FS-5700-20a as determined from a certified pilot log or permanent record to ensure accuracy. Additionally, the Contractor shall identify previous employers and submit the information on form FS-5700-20b (form pending) found in Exhibit 17, Contractor's Verification of Individual Helicopter Pilot Requirements and Experience for Initial Interagency Approval. The information submitted is subject to verification by a HIP.
9. Pilots may function as mechanics providing:
 - a. The pilot meets all the Mechanic Qualifications of this Contract.
 - b. Pilot duty limitations will apply to the pilot when functioning as a mechanic.
 - c. 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.
 - d. A mechanic, other than the pilot, shall perform 50-hour, 100-hour, or progressive inspections.
 - e. If approved by the Contractor's Operations Specifications, and in accordance with 14 CFR Part 43.3(h), 43.5 and 43.7, pilots may perform preventive maintenance on the aircraft.

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D. Pilot Requirements - Experience

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

1. <u>All Helicopters</u>	<u>Minimum Experience Flying Hours</u>
Total Time	1,500
<u>Pilot –in-command hours:</u>	
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
And	
Turbine helicopter operations.....	100
Or	
Piston helicopter operations.....	200

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

2. Additional Special Mission Requirements:

Contract Pilot-in-command <u>(as related to the applicable Special Mission approval):</u>	<u>Minimum Experience Flying Hours</u>
Mountain Flying (see <u>1</u>)	200
Mountain Flying Experience – Make and Model	10
Long Line Vertical Reference (VTR) Experience	10
Annual Long Line VTR Recurrency Training	2

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

E. Pilot - Equipment Proficiency

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

F. Pilot - Vertical Reference Proficiency (if applicable)

1. Pilots may be required to demonstrate this capability during an agency evaluation. (Exhibit 9, Interagency Guidelines for Vertical Reference/External Load Training Standards)
2. Vertical reference qualified pilots shall maintain proficiency in vertical reference or external load operations. When active under Contract for a period of 30 consecutive days and no vertical reference activity occurs, the pilot will be provided a 1 hour proficiency flight at Government expense.
3. The Contractor may be considered unavailable for failure to maintain vertical reference proficiency.

G. Co-pilot Requirements (if applicable)

Co-pilots/Second-In-Command (SIC) shall meet requirements of operator’s certificate. They are not issued a Helicopter Pilot Qualification card.

H. Performance by Government Furnished Pilot (Exhibit 15, Performance by Government-Furnished Pilot)

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I. Mechanic Qualifications

1. The mechanic shall have a valid FAA mechanic certificate with airframe and power plant ratings, and shall have held the certificate or foreign equivalent with both ratings for a period of 24 months. The mechanic shall have been actively engaged in aircraft maintenance as a certificated mechanic for at least 18 months out of the last 24 months.
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 must show evidence of maintaining a helicopter of the same make and model as offered under "field" conditions for at least 1 full season. Three months experience maintaining a helicopter away from the operator's Principle Base of Operations, and while under minimal supervision, will meet this requirement.
4. Mechanics shall have satisfactorily completed a manufacturer's maintenance course or an equivalent Forest Service approved Contractor's training program for the make and model of helicopter offered, or show evidence of the mechanic has 12 months maintenance experience on a helicopter of the same make and model offered.
5. A company representative, other than the mechanic in question, shall certify that each mechanic offered under this contract has met the minimum certification, training, and experience qualifications of this section.
6. When requested by the Government, each mechanic shall furnish a valid Interagency Mechanic Qualification card for review. The card shall be issued by the designated Interagency Maintenance Inspector for the duration of the Contract, including any optional periods. Should the mechanic leave the employment of the Contractor, the mechanic shall surrender the card to the Contractor upon termination of employment.

I. Fuel Servicing Vehicle Driver Qualifications

1. The Contractor shall furnish a 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. If the mechanic serves as the fuel servicing vehicle driver (FSVD), the more stringent of the duty limitations apply.

C-13 Conduct and Replacement of Personnel

- A. Performance of Contract services may involve work and/or residence on Federal property (i.e., National Forests and National Parks, etc.). Contractor employees are expected to follow the rules of conduct established by the manager of such facilities that apply to all Government or non-Government personnel working or residing on such facilities. The Contractor may be required to replace employees who are found to be in noncompliance with Government facility rules of conduct.
- B. Personnel, who perform ineffectively, refuse to cooperate in the fulfillment of the Contract objectives, are unable or unwilling to adapt to field living conditions, or whose general performance is unsatisfactory or otherwise disruptive may be required to be replaced.
- C. The CO shall notify the Contractor of specifics of the unsatisfactory conduct and/or performance by the Contractor's personnel. The determination of unacceptability is at the sole discretion of the CO. When directed by the CO, the Contractor shall replace unacceptable personnel.

C-14 Suspension and Revocation of Personnel

- A. The CO may suspend a contractor pilot, mechanic, or fuel servicing vehicle driver who fails to follow safe operating practices, does ineffective work, or exhibits conduct detrimental to the purpose for which contracted, or is under suspension or revocation by another government agency.
- B. Upon involvement in an Aircraft Accident or NTSB Reportable Incident (see 49 CFR Part 830), a pilot operating under this contract shall be suspended from performing pilot duties and any other activity authorized under the interagency pilot qualification card(s) issued to the pilot pending the investigation outcome.

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- C. Upon involvement in an Incident-with-Potential as defined under mishaps, a pilot operating under this contract may be suspended from performing pilot duties and any other activity authorized under the interagency pilot qualification card(s) issued to the pilot pending the incident investigation outcome.
- D. When a contractor pilot/mechanic is suspended, and when requested, the interagency pilot/mechanic qualification card(s) shall be surrendered to the CO. Suspension will continue until:
 - 1. The investigation findings and decision indicate no further suspension is required and the interagency qualification card(s) is returned to the pilot/mechanic; or
 - 2. Revocation action to cancel the interagency authorization(s) is taken by the issuing agency in accordance with agency procedures.

C-15 Substitution or Replacement of Personnel, Aircraft, and Equipment

- A. The Contractor may substitute or replace aircraft or equipment equal to or greater than contract awarded performance after receipt of written approval by the CO.
- B. Request for substitution shall be made at least 10 (ten) days prior to the proposed exchange, except for unforeseen conditions.
- C. When pilots are exchanged or replaced, training and familiarization costs, including any required flight time up to 3 hours, shall be accomplished at the Contractor’s expense. This is not intended to affect cross-shifting of Pilots who are familiar with the operating area or to affect approved relief pilots.

C-16 Relief Crews

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

C-17 Flight Hour and Duty Limitations

- A. All flight time, regardless of how or where performed, except personal pleasure flying, will be reported by each flight crewmember and used to administer flight hour and duty time limitations. Flight time to and from an Assigned Work Location as a flight crewmember (commuting) will be reported and counted toward limitations if it is flown on a duty day. Flight time includes, but is not limited to: military flight time; charter; flight instruction; 14 CFR Part 61.56 flight review; flight examinations by FAA designees; any flight time for which a flight crewmember is compensated; or any other flight time of a commercial nature whether compensated or not.
- B. Various work schedules are acceptable. 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.)
- C. For each day during mobilization and demobilization, duty time will be computed based on the Time Zone at the **point-of-hire**.
- D. Pilots
 - 1. Pilot flight hour computations shall begin at liftoff and end at touchdown and will be computed from the flight hour meter installed in the aircraft. All flight hours shall fall within duty hour limitations.
 - 2. Flight time shall not exceed a total of 8 hours per day.
 - 3. Pilots accumulating 36 or more flight hours in any 6-consecutive duty-days shall be off duty the next day. Flight time shall not exceed a total of 42 hours in any 6 consecutive days. After any 1 full off-duty day, pilots begin a new 6 consecutive day duty-period for the purposes of this clause, providing during any 14 consecutive day period, each pilot shall have two full days off-duty. Days off need not be consecutive.

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4. Assigned duty of any kind shall not exceed 14 hours in any 24 hour period. Within any 24 hour period, pilots shall have a minimum of 10 consecutive hours off duty immediately prior to the beginning of any duty-day. Local travel up to a maximum of 30 minutes each way between the work site and place of lodging will not be considered duty time. When one-way travel exceeds 30 minutes, the total travel time shall be considered as part of the duty day. Note: The above travel time in excess of 30 minutes is considered duty time but is not compensable under standby or extended standby.
5. Duty includes flight time, ground duty of any kind, and standby or alert status at any location.
6. During times of prolonged heavy fire activity, the Government may issue a notice reducing the pilot duty-day/flight time and/or increasing off-duty days on a geographical or agency-wide basis.
7. Flights point-to-point (airport to airport), heliport to heliport, etc.) with a pilot and co-pilot shall be limited to 10 flight hours per day. (A helicopter that departs "Airport A" flies reconnaissance on a fire, and then flies to "Airport B" is not point-to-point).
8. Pilots may be relieved from duty for fatigue or other causes created by unusually strenuous or severe duty before reaching duty limitations.
9. When pilots act as a mechanic, mechanic duties in excess of 2-hours will apply as flight hours on a one-to-one basis toward flight hour limitations.
10. Pilots reporting for duty under this Contract shall furnish a record of all duty and all flight hours during the previous 14-days.

E. Mechanics

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

F Fuel Servicing Vehicle Drivers

1. It is the Contractors' responsibility to insure that employees comply with DOT Safety Regulation 49 CFR Part 390-399, including duty limitations.
2. Fuel servicing vehicle drivers may be removed from duty for fatigue or other causes created by unusually strenuous or severe duty before reaching duty limitations.
3. The fuel servicing vehicle driver will be responsible to keep the Government apprised of their ground duty limitation status.
4. Notwithstanding DOT Safety Regulation 49 CFR Part 390-399, the fuel servicing vehicle driver shall have a minimum of two (2) full calendar days off duty during any 14-day period. Off duty days need not be consecutive.

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C-18 Accident Prevention and Safety

- A. The Contractor shall furnish a copy of all reports required to be submitted to the Federal Aviation Administration (FAA) by the CFR that relates to Pilot and maintenance personnel performance, aircraft airworthiness or operations.
- Examples of these reports are paragraphs 14 CFR Part 135.415 Mechanical Reliability Reports and Part 135.417 Mechanical Interruption Summary Reports, 49 CFR Part 830, and FAA Form 8010-4, Malfunction or Defect Report.
- B. Following the occurrence of a mishap, the CO will evaluate whether noncompliance or violation of provisions of the contract, the CFR applicable to the Contractor's operations, company policy, procedures, practices, programs, and/or negligence on the part of the company officers or employees may have caused or contributed to the mishap. The occurrence of the mishap may constitute default in the performance of the contract. A finding of default under the above cited conditions shall entitle the Government to exercise the right to terminate the contract for cause as provided in the "Contract Terms and Conditions" as stated herein.
- C. The Contractor shall keep and maintain programs necessary to assure safety of ground and flight operations. The development and maintenance of these programs are a material part of the performance of the contract. (See Clause E-5, Synopsis of Safety Program.) When, in the sole judgment of the CO, the safety programs will not adequately promote the safety of operations, the Government may terminate the contract for cause as provided in the "Contract Terms and Conditions" as stated herein.
- 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.

C-19 Mishaps**A. Reporting**

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

B. Forms Submission

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

C. Wreckage Preservation

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

D. Investigation

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

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E. Related Costs

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

F. Search, Rescue, and Salvage

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

C-20 Personal Protective Equipment

A. General Operations

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

B. Helmets

1. Contractor flight crew personnel while flying under this Contract 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 extend below the ears), and the rear of the head. The helmet shall be equipped with a chinstrap and shall be appropriately adjusted for proper fit. The helmet shall be worn with the chinstrap fastened
2. Flight helmets currently approved for helicopters are the: SPH-5; HGU-84P; SPH-4B; the HGU-56P manufactured by Gentrex; the Alpha 200; Alpha 400 and Alpha Eagle (900) manufactured by Interactive Safety Products and the MSA Gallet LH050 (single inner visor); LH150 (single outer visor) and the LH250 (dual visor-one inner and one outer).
3. Helmets designed for use in fixed wing aircraft do not provide adequate protection for helicopter occupants and are not approved for helicopter use.

C. Clothing

1. Contractor personnel while flying shall wear long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material, leather boots and leather, polyamide, or aramid gloves. A shirt with long-sleeves overlapping gloves, and long-pants overlapping boots by at least 2-inches, shall be worn by the pilot(s). Personnel shall not wear clothing made of non fire-resistant synthetic material under the fire-resistant clothing described herein.
2. Nomex® or other material proven to meet or exceed specifications contained in MIL-C-83429A may be worn. Currently, the following "other" materials meet this specification:
 - a. FRT Cotton Denim Cloth, MIL-C-24915
 - b. FRT Cotton Chambray Cloth, MIL-C-24916
3. Clothing not containing labels identifying the material either by Brand Name or MIL-Spec will not be acceptable.

D. Ground Operations

1. While within the safety circle of a helicopter with engine(s) running and/or rotor(s) turning, all Contractor personnel shall wear the following PPE:
 - a. Shirt with long-sleeves overlapping gloves, long-pants, hardhat/flight helmet with chinstrap, boots, hearing and eye protection.
 - b. Maintenance personnel working on running aircraft are exempt from gloves, eye protection (eye protection may be worn at the option of maintenance personnel or company policy), long sleeves, and hardhat requirements.

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

E. Personal Flotation Devices

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

C-21 Inspection and Acceptance

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

A. Pre-Use Inspection of Equipment and Personnel

1. After award of the Contract and any renewal thereof, an inspection of the Contractor's equipment and personnel will be made. Inspections will be performed during normal Government working hours at a location mutually agreed to by the Contractor and CO.
2. The aircraft, pilot, relief pilot, mechanic, fuel vehicle driver, and fuel servicing vehicle will be made available for inspection as scheduled by the CO.
3. At the scheduled inspection, the Contractor shall provide a complete listing of all FAA ADs and Manufacturer's Mandatory Service Bulletins (MSBs) applicable to the make, model, and series of aircraft being offered. Documentation of compliance to each AD and MSB will include date and method of compliance, date of recurring compliance, and an authorized signature and certificate number will be recorded. The list shall be similar to that shown in AC 43-9, as amended.
4. All components or items installed in the offered aircraft that are subject to specified time basis or schedule (time/calendar life) for inspection, overhaul, or replacement shall be listed and made available to the Government at time of inspection. The list shall include component name, serial number, service life or inspection/overhaul time, total time since major inspection, overhaul, or replacement and hours/cycles calendar time remaining before required inspection, overhaul, or replacement. The list shall be similar to that shown in AC 43-9, as amended.
5. The Contractor may be required to furnish a copy of the procedures manual and revisions as required by 14 CFR Part 135 (as applicable).
6. Each fuel servicing driver will be expected to demonstrate knowledge of correct fueling procedures, and fueling and safety equipment installed on the fuel-servicing vehicle. Contractor shall have equipment and personnel to change the filter on the fuel service vehicle as required.
7. The fuel service vehicle approval is only an indication that the vehicle meets the additional equipment requirements of this Contract, and in no way indicates that the vehicle meets any requirement of 49 CFR.
8. Contractors shall ensure **all** documentation submitted for pilot approvals have been verified for accuracy and completeness. Pilot evaluations or approvals will not be administered/issued until all required documentation is complete. The documentation referenced in C.21 A.9 b. shall be submitted annually for each pilot needing interagency approval. *(Note: the CO may require additional information and documentation.)*
9. The items described below shall be made available at the pre-use or renewal inspection:
 - a. Certificates/Contract
 - (i) Copy of 14 CFR Part 133
 - (ii) Copy of 14 CFR Part 135
 - (iii) Copy of 14 CFR Part 137

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

b. Pilot(s)

(i) Completed "Pilot Qualifications and Approval Record" (**USFS Form FS 5700-20a or AMD Form 64B**)

(ii) Completed "Flight Hour Requirements & Experience Verification Form" (See Exhibit 17) (**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** 14 CFR Part 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 operator's 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 (i.e., 14 CFR Part 61.58 Pilot Proficiency Check)**] for each Limited Use or Restricted Category make and model helicopter the pilot seeks approval. (**Required if operating aircraft is not listed on the operator's 135 Certificate.**)

(viii) Copy of 14 CFR Part 133 endorsement.

(ix) Copy of 14 CFR Part 137 endorsement.

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

(xi) Completed "Vertical Reference Flight Training Endorsement" (**required for long-line operations conducted in aircraft not equipped with mirrors for external load operations.**)

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

Completed "Pilot's Qualifications and Approval Record" (**USFS Form FS-5700-20a or AMD Form 64B**)

(xii) 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/>. Pilots shall 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 HIP before an Interagency Pilot Qualification care will be issued.

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(xiii) Equipment Check Endorsement

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

1. **Operations Training:** **1.0 hour Minimum**
Company policies and procedures, Operations Specifications, HazMat, contract requirements, etc.
2. **Aircraft Ground Training:** **2.0 hours Minimum**
Aircraft systems, aircraft maintenance practices, radio programming, GPS programming, etc.
3. **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.)*

c. Equipment

- (i) Appropriate equipment installed, or available to be installed, on the aircraft for the flight evaluation; (i.e. dual controls, communications and navigation equipment and buckets).
- (ii) Long-line(s) of at least 150 feet and a suitable weight shall be available.
- (iii) Aircraft maintenance records
- (iv) Fuel servicing vehicle available

d. Mechanic(s)

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

C-22 Pre-Use Inspection Expenses

- A. All operating expenses incidental to the inspection shall be borne by the Contractor.
- B. Pilot evaluation flights may require up to 2-hours of flight time for each pilot as deemed necessary by the CO. All evaluation flights shall be performed in a helicopter of like make and model furnished for the contract. (Exhibit 10, Helicopter Make/Model/Series Lists)
- C. The Contractor shall ensure that a set of fully operational dual flight controls are installed in the aircraft during all pilot evaluation flights.
- D. The Contractor will not be charged for the costs incurred by the Government on the initial pre-use inspection.

C-23 Re-inspection Expenses

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

C-24 Inspections During Use

- A. At any time during the Contract period, the CO may require inspections/tests as deemed necessary to determine that the Contractor's equipment and/or personnel currently meet specifications. Government costs incurred during these inspections will not be charged to the Contractor.
- B. Should the inspections/tests reveal deficiencies that require corrective action and subsequent re-inspection, the actual costs incurred by the Government may be charged to the Contractor.

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

C-25 Contract Period and Renewal Option

The Contract period shall extend 12 months from date of the award. However, at the option of the Government, the Contract may be renewed for 2-additional periods, provided that the CO serves notice of intent to renew at least 30-days prior to Contract expiration. The renewal will be with the same terms and conditions. Availability shall be offered for base year and each optional renewal period (See Section B, Schedule of Items); however, the non fuel portion of the Government established flight rate will be subject to the provisions of Section D, Economic Price Adjustment Clause.

C-26 Authorized Ordering Activities

The Geographic Interagency Coordination Center (GACC)/Dispatch Center, located at the Southwest Area Coordination Center, is the only office authorized to place orders under the Contract. Contractors shall not accept orders from any other source.

C-27 Ordering Procedures

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

- A. Orders for service will be placed with the Contractor as needed. Orders will be filled based on performance, cost and urgency. The Government will calculate performance and allowable payload for each aircraft on contract. Computed performance, allowable payload for conditions expected at the assigned work location, aircraft configuration, location of aircraft and crew at the time of the need may take precedent over other factors including cost when ordering aircraft.
- B. The Government does not guarantee the placement of any orders for service under the Contract and the Contractor is not obligated to accept any orders. However, once the Contractor accepts an order, the Contractor is obligated to perform in accordance with the terms and conditions stated herein.

C-28 Point-of-Hire

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

C-29 Assigned Work Location(s)

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

C-30 Ordered Availability Periods

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

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C-31 Daily Availability Requirements

- A. Equipment. Continental United States - Helicopters and associated equipment will be available 14-hours each day beginning at start of morning civil twilight, unless otherwise specified by the CO. Helicopters and associated equipment will not be removed from the Assigned Work Location without the approval of the CO.
- B. Personnel. Personnel will be in one of the following categories of availability:
1. Standby: Personnel will be on Standby status each day. The beginning of the Standby period will be set by the CO and may be adjusted from day-to-day. Once Standby begins, the standby period will continue for 9 consecutive hours regardless of the payment status of the aircraft. During the Standby period, the personnel/aircraft shall be able to respond to a dispatch within 15-minutes unless an alternate response time is established by the CO.
 2. Extended Standby (that period over 9 hours per day per crew member) is not intended to compensate the Contractor on a one-to-one basis for all hours necessary to service and maintain the aircraft, nor is it paid while crew is traveling to and from place of lodging. Extended standby must be specifically ORDERED and documented on the Flight Use Report by the Government and only in unusual circumstances will the Government compensate the Contractor for extended standby when aircraft is not also available for immediate dispatch. Extended Standby is not applicable to double-flight crews. Extended Standby applies only to the awarded number of compensable personnel provided with each aircraft.
 3. Authorized Break. During the standby period, requirements may be modified by the CO to allow Contractor's personnel time off away from the Assigned Work Location or to conduct routine maintenance. No deduction of availability will be made for such authorized breaks except when Contractor personnel fail to return to Standby upon request. The Contractor will provide the CO with information on how to contact Contractor personnel. Personnel will be allowed 1-hour to return to standby status after the contact attempt is made. Failure to return to work within 1-hour will result in loss of availability.
 4. Release-from-Duty. The Contractor's personnel may be released and be considered off duty prior to completion of their individual crew duty limitation period. Once released, the Contractor personnel are not required to return to Standby status the same day. Service shall be recorded as fully available provided the CO has approved release of the Contractor's personnel in advance.

C-32 Unavailability

- A. The Contractor will be considered to be "Unavailable" whenever equipment or personnel are unable to perform or fail to perform the requirements of this Contract. Also the aircraft will be considered unavailable when the pilot, mechanic, or fuel servicing vehicle driver cannot perform because of duty limitations unless a relief crew is provided. Unavailability will not be assessed when pilot(s) has reached flight and/or duty limitations while performing under this Contract.
- B. Unavailability status will continue until the deficiency is corrected. It is the Contractor's responsibility to inform the CO whenever the equipment or personnel become available. Inspection by the Government after a performance failure has occurred will be made as promptly as possible after the Contractor has given notice that the deficiency has been corrected. When Inspection reveals that the failure has been corrected, the Contractor will be considered in "Available" status from the time the Contractor gives notice to the Government that the deficiency has been corrected.
- C. Periods of Unavailability will be accumulated for the day and posted on the Flight Use Report as actual clock unavailability.

C-33 Payment for Flight

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

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C-34 Payment for Availability

- A. Availability will be paid at the applicable rate specified in the Schedule of Items only when Contractor's equipment and personnel meet the requirements in accordance with Section C, Daily Availability Requirements.
- B. Availability for aircraft and crewmembers (maximum 14-hours-single crew) will be ordered, measured, and recorded each day.
- C. Payment for availability will not commence until the aircraft and flight crew arrive at the Assigned Work Location and are available for standby. On the first day, if an aircraft arrives at the Assigned Work Location at or before 1200 hours (noon local time), a full day of availability will be paid. Aircraft arriving after 1200 hours (noon local time), will be paid for a half-day of Availability.

For purposes of this clause, on the first and last day, duty time will be computed based on time zone at point of departure.

- D. On the last day at the Assigned Work Location, aircraft released from the Assigned Work Location at or before 1200 hours (noon local time) will be paid one half-day of Availability. Aircraft released after 1200 hours (noon local time) will be paid for a full day of Availability.
- E. No more than one day of Availability may be earned in a calendar day (0001 to 2400).
- F. When the aircraft and crewmembers have arrived at the Assigned Work Location and the fuel-servicing vehicle is en-route, the aircraft and crewmembers may be considered to be available for payment purposes by the CO.
- G. The awarded daily availability rate shall include all fixed and variable costs (depreciation, salaries, overnight allowances, overhead, permanent shop facilities, etc.) incurred in providing continuous service exclusive of those costs directly attributed to actual flight.

C-35 Payment for Extended Standby

- A. Extended standby will be measured in hours (rounded to the next full-hour and paid at the rate specified in the Schedule of Items) for all Extended Standby ordered by the CO and performed by the Contractor when the crew meets the Standby requirement in accordance with Section C, Daily Availability Requirements.
- B. Extended Standby is not applicable on days when mobilization or demobilization is paid.
- C. The Contractor will not be compensated for Extended Standby when the aircraft is not available for immediate dispatch, except when authorized by the CO.

C-36 Payment for Project Work

- A. Services may be ordered for short periods of time (normally 1-day or less) to accomplish project work.
- B. When service is ordered under the Project Rate specified in the Schedule of Items, payment will be made only for actual flight time performed. Daily Availability rate is not applicable. When the Project Rate is in effect and when the project extends for more than 1-day, incurred Remain-Over-Night (RON) costs will be reimbursed in accordance with the Federal Travel Regulations (FTRs.)
- C. Services may also be ordered under the Daily Availability Rate specified in the Schedule of Items, plus the flight rate specified (Exhibit 11, Helicopter Services Hourly Flight Rates, Fuel Consumption, and Weight Reduction Chart). When the Daily Availability method of payment is used, RON fees are not applicable.
- D. The method of payment shall be established prior to the start of the project. The selected method of payment will be used for the duration of the project.

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C-37 Reimbursement for Mobilization and Demobilization Costs

- A. During mobilization and demobilization, on any day in which flight is performed and no Daily Availability is earned, a lump sum of \$500 per day per authorized crewmember will be paid. Flight time performed will be paid at the applicable flight rate. (Exhibit 11, Helicopter Services Hourly Flight Rates, Fuel consumption, and Weight Reduction Chart).
- B. Mobilization and Demobilization is not applicable if the helicopter is reassigned. The rate in affect for a reassignment is the daily availability rate plus fight.
- C. Mobilization and Demobilization is not applicable when using project flight rate.
- D. Mobilization and Demobilization payment is not intended to compensate the Contractor on a one-to-one basis for incurred costs.
- E. The Contractor will be reimbursed for fuel service vehicle mileage, airport landing fees, airport use costs (tie-downs) truck permits or taxes at points-of-entry associated with performance under this Contract. Costs associated with preparing the aircraft for service will not be paid.
- F. The costs shall be necessary and reasonable in amount. 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 Flight Use Report. Supporting itemized receipts and other documents to verify costs shall be provided to the CO upon request.
- H. Failure to perform upon arrival at the Assigned Work Location may result in non-payment of all mobilization and demobilization costs.
- I. When an aircraft is released from the Assigned Work Location, demobilization costs will be paid back to the original point-of-hire providing that is the immediate destination after release. Should the aircraft not immediately return to the original point-of-hire, demobilization costs will only be paid as they actually occur.
- J. During mobilization, if cancellation occurs after flight has commenced, the Contractor will be compensated in accordance with the above provisions.

C-38 Ordering/Payment for Additional Personnel

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

- A. When ordered by the CO, each additional crewmember will be paid a lump sum of \$500 per day for travel days and work days if the crewmember arrives or departs the Assigned Work Location at or before 1200 hours (noon local time.) A crewmember arriving or departing after 1200 hours (noon local time) will be paid one-half the amount.
- 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-39 Transporting of Relief Crew

- A. 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 shall be documented on the Flight Use Report. Supporting itemized receipts and other documents to verify costs shall be provided to the CO upon request. This cost reimbursement is not applicable to primary crews. Salary costs for Contractor employee(s) while in travel status will not be paid.
- B. 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 Contract before relief costs are authorized for payment.

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C-40 Ordering Additional Equipment

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

C-41 Additional Aircraft After Contract Award

After Contract award, aircraft with performance equal to or higher than aircraft awarded under this contract may be added at the CO's option at the same Daily Availability rate as aircraft originally awarded. The specified flight rate will be for the make and model being added. All terms and conditions of the contract apply.

C-42 Meals

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

C-43 Payment for Fuel Servicing Vehicle Mileage

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

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

\$2.45 per mile - where the carrying capacity of aircraft fuel is at least 750-gallons, but less than 1,500-gallons.

\$1.83 per mile - where the carrying capacity of aircraft fuel is at least 350-gallons, but less than 750-gallons.

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

C-44 Payment for Fuel Transportation

- A. The Government will reimburse the Contractor for costs incurred in transportation of helicopter fuel to sustain Government operations under the following conditions:
 - 1. When Contractor's fuel servicing vehicle cannot travel to an Assigned Work Location due to lack of road access.
 - 2. When Contractor has to arrange for fuel support at an Assigned Work Location to provide a supply for helicopter flights until the Contractor's fuel-servicing vehicle arrives on site.
- B. The CO will designate the method of transportation and the gallons to be transported.
- C. When the CO orders the Contractor to transport fuel by air, the flight time required to transport the fuel will be paid at the Contract flight hour rate.
- D. When the CO orders transportation of fuel by commercial carrier, reimbursement will be based on submitted copies of paid invoices.
- E. In the event the Government furnishes fuel to the Contractor, fuel cost will be charged based upon rates at the nearest accessible point fuel is commercially available. Such fuel cost will be deducted from any sums otherwise due the Contractor.

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C-45 Payment for Foam Concentrate

- A. Payment for approved foam concentrate, when ordered by the CO and furnished by the Contractor, will be made on an actual cost basis. Supporting itemized receipts and other documents to verify costs shall be provided to the CO upon request.
- B. Any foam concentrate provided by the Contractor shall be on the list of Approved Foam Products found at the following website: www.fs.fed.us/rm/fire .

C-46 Miscellaneous Costs to the Contractor

- A. 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, fuel flowage, airport use costs (tie-downs) truck permits or taxes at points-of-entry. Supporting itemized receipts and other documents to verify costs shall be provided to the CO upon request. .
- B. Claims for reimbursement shall be documented on the Flight Use Report. In cases where fees are assessed at a later date, claims will be submitted to the CO. .

C-47 Payment Procedures

A. Services Ordered and Received

- 1. All flight time, daily availability, and other authorized charges or deductions shall be recorded on a Flight Use Report in the 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 of the month 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.

Any questions concerning payment should be directed to the appropriate Contracting Officer Representative, or the Contracting Officer at (505) 842-3122.

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C-48 Helicopter Manager Delegated Authorities

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

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

C-49 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Cargo. Any material thing carried by the aircraft.

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

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

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

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. Equipped weight equals the Empty Weight (as listed in the Weight and Balance Data) **plus** the weight of lubricants and onboard equipment required by contract (i.e., survival kit, rappel anchor). Equipped weight excludes the weight of a fixed tank or the empty bucket and any associated suspension hardware (cables, connectors, etc.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Operating Agency. An executive agency or any entity thereof 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.

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

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

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

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

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

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

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

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

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

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

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

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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 CO.

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

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

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

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

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

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

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

C-50 Abbreviations

A&P	Airframe & Powerplant (Mechanic)
ABS	Aviation Business System
AC	Advisory Circular
AD	Airworthiness Directive
AFF	Automated Flight Following
AMD	Aviation Management Directorate
ASC	Albuquerque Service Center
ASP	Aviation Safety Plan
ATC	Air Traffic Control
ATCO	Air Taxi/Commercial Operators
CAB	Civil Aeronautics Board
CG	Center of Gravity
CO	Contracting Officer
CFR	Code of Federal Regulations
COR	Contracting Officer's Representative
COTR	Contracting Officer's Technical Representative
CWN	Call-when-Needed (Contract)
DOI	Department of the Interior

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DOT	Department of Transportation
ELT	Emergency Locator Transmitter
EPA	Environmental Protection Agency
ETA	Estimated Time of Arrival
FAA	Federal Aviation Administration
FAR	Federal Acquisition Regulations
FASD	Fire Applications Support Desk
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
M&IE	Meals and Incidental Expenses
MSL	Mean Sea Level
NTSB	National Transportation Safety Board
NOTAM	Notice to Airmen
PA	Public Address System
PASP	Project Aviation Safety Plan
PIC	Pilot-in-Command
PTT	Push-To-Talk
RAO	Regional Aviation Officer
RASM	Regional Aviation Safety Manager
RON	Remain-Over-Night
SIC	Second-in-Command/Co-Pilot
SPCC	Spilled Prevention, Controlled and Countermeasure Plan Requirements
STC	Supplemental Type Certificate
TBO	Time Between Overhaul
TCAS	Traffic Collision Avoidance System
USFS	United States Forest Service
VFR	Visual Flight Rules
VNE	Velocity Never Exceed
VSWR	Voltage Standing Wave Ratio

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EXHIBIT 1
FIRST AID KIT AERONAUTICAL

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

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

Note:

Splints are recommended if space permits.

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EXHIBIT 2
SURVIVAL KIT AERONAUTICAL (LOWER 48)

The contents shall include the following minimum items:

Item	Item
Knife	Signal Mirror
Aeronautical Signal Flares (6-each)	Matches (2-small boxes in waterproof containers)
Food (2-days emergency rations per occupant)	Water (1-quart per occupant) (not required when operating over areas with adequate drinking water)
Space Blanket (1-per occupant)	Candles
Collapsible Water Bag	Whistle
Magnesium Fire Starter	Nylon Rope or Parachute Cord (50-feet)
Water Purification Tablets	Collapsible Shovel
Container w/carrying Handle or Straps	Hand Saw or Wire Saw or Axe or Hatchet
Flashlight with Spare Batteries	

Suggested Survival Kit Items Dependent Upon Terrain and Climate:

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

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

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**EXHIBIT 3
RESTRAINT SYSTEMS CONDITION INSPECTION GUIDELINES**

- A. Federal Aviation Regulations require that occupant restraints systems are to be replaced in aircraft manufactured after July 1, 1951; such systems shall conform to standards established by the FAA. These standards are contained in Technical Standard Order TSO-C22. Restraint system eligible for installation in aircraft may be identified by the marking TSO-C22, TSO-C114 on the webbing, or by a military designation number since military systems comply with the strength requirements of the TSO. Aircraft manufacturer installed restraint systems with part numbers are acceptable. Each system shall be equipped with an approved metal-to-metal latching device.
- B. Federal Aviation Regulations provide minimum inspection guidance, other than to state, that mildew and fraying may render the restraint system un-airworthy and that suspected webbing should be tested for tensile strength. The tensile strength requirement for a single person system is 525 pounds (most systems are rated at 1,500 pounds).
- C. Unacceptable Condition Criteria:

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

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

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**EXHIBIT 4
ADDITIONAL SUPPRESSION/PREScribed FIRE EQUIPMENT**

A. Fixed Suppressant/Retardant Delivery Tank with Self-Filling Capability

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

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

1. Door(s)

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

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

2. Venting

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

3. Fill Port(s)

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

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

4. Controls

- a. The door open switch shall be the same switch that opens the water bucket.
- b. When required, the tank close switch shall be the same switch that closes the water bucket.
- c. All tanks shall be equipped with an independently controlled and operated emergency dump system enabling the entire load to be dropped in less than 6-seconds. This system shall use mechanical, pneumatic, or fluid pressure for operation.
- d. Emergency systems operated by pneumatic or fluid pressure shall be isolated from the normal tank system pressure. Normal function or failure of the normal system shall not affect the emergency system pressure. Emergency systems dependent on normal operating aircraft or tank systems for initial charge shall have a pressure gauge or indicator readily visible to the crew. Emergency systems dependent on precharged bottles shall have a positive means of checking system charge during preflight.

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EXHIBIT 4
ADDITIONAL SUPPRESSION/PREScribed FIRE EQUIPMENT (Cont)

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

5. Certifications

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

B. Suppressant/Retardant Mixing Equipment

1. Installation

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

2. Containment

Any unit mounted inside the helicopter (other than those that have STCs or 337s) shall have a containment vessel around the pumping and concentrate storage supply. The containment vessel shall be able to hold 125% of the concentrate supply. The discharge hose and fittings shall be able to withstand 150 PSI or two times the rated maximum pressure output of the pump, whichever is greater. The discharge hose that is inside the cabin shall have a containment sleeve of clear hose to check for leaks.

3. Restraint

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

4. Hose Routing

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

**SECTION C
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**EXHIBIT 4
ADDITIONAL SUPPRESSION/PREScribed FIRE EQUIPMENT (Cont)**

5. Breakaway Fittings

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

6. Compatibility of Materials

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

7. Foam Quantity

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

8. Power

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

9. Vibration

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

10. Operation

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

11. Flow Rate

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

12. Concentrate Loading

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

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

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DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 4
ADDITIONAL SUPPRESSION/PREScribed FIRE EQUIPMENT (Cont)

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

C. Additional Equipment Offered Shall Meet the Following Requirements:

1. Power source for a Helitorch/remote cargo hook.

- a. An MS 3101A-24-11S, 9-pin connector shall be provided. Pin D shall be airframe ground. Pin E shall be switched 28VDC, protected by a 50 amp circuit breaker that can be manually opened and reset. The water bucket open switch shall also activate this circuit.
- b. The connector shall be mounted adjacent to the cargo hook (within 12 inches). A wire rope lanyard or other similar device shall be provided for support of the connector so that tension loads will not be placed on the electrical wiring.
- c. This connector has multiple circuit capacity sufficient to provide power and control for Contractor-furnished equipment such as the required water bucket. Water buckets shall be wired through this connector.

Note: See FS/AMD A-16 for a 9-pin wiring diagram for suppressant/retardant buckets at:
www.fs.fed.us/fire/niicd/documents.html

2. Remote Cargo Hook

- a. As a minimum, the remote cargo hook shall be completely disassembled and inspected with repairs made as required; lubricated and perform a full-load operational check every 24 calendar months.
- b. All work shall be done in accordance with manufacturer's maintenance manuals, as applicable.

3. Long-lines (as applicable)

- a. Rotation resistant wire rope
 - (1) Rotation resistant wire rope with swaged fittings rated in accordance with ANSI Standards
 - (2) Fabrication and installation methods shall be in accordance with aircraft and ANSI Standards.
- b. Synthetic Long Line
 - (1) Helicopter synthetic long-lines shall be constructed from the HMWPE (High Molecular Weight Polyethylene Equipment) or HMPE (High Molecular Polyethylene Equipment) family of rope fibers including brand names such as Spectra® by Allied Signal or fibers with similar properties.
 - (2) Rope Diameter. Minimum rope diameter shall be ½-inch.
 - (3) Working or Rated Load
 - (a) The working or rated load of a rope is the maximum static load that will be lifted by the rope. Working loads are based on a percentage of the approximate breaking or ultimate strength of the rope when new and unused. The working load shall be appropriate to the lifting capability of the helicopter.
 - (b) For reference, lifting capability for Type III Helicopters is: 750 lbs to 1600 lbs.

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EXHIBIT 4
ADDITIONAL SUPPRESSION/PREScribed FIRE EQUIPMENT (Cont)

(4) Factor of Safety

A factor of safety of 7 shall be used for helicopter synthetic long-lines. Therefore, all ropes shall have an ultimate strength of seven times the rated or working load. Rope diameters will vary depending on strength and type of rope.

(5) Knots and Splices

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

(6) Maintenance and Inspections

Inspection procedures shall comply with manufacturer's recommended maintenance standards.

**SECTION C
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**EXHIBIT 5
HIGH VISIBILITY MARKINGS ON MAIN ROTOR BLADES**

Acceptable Paint Schemes

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

Hub

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

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

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**EXHIBIT 6
ADDITIONAL AVIONICS EQUIPMENT**

A. GPS Data Connector

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

B. Additional GPS Antenna

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

C. Fuel Service Vehicle Radio

1. A 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's operational bandwidth shall include the 150 MHz to 174 MHz frequency band, with user-programmable channels. Selection of either wideband (25.0 kHz) or narrowband (12.5 kHz) channel spacing is required on each channel. The radio shall be frequency-synthesized, equipped with a CTCSS sub-audible tone encoder having a minimum of 32 selectable tones meeting the current TIA/EIA-603A standard, and develop a minimum of 30 watts carrier output power.
2. Transceivers shall be set to operate in the analog narrowband mode 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 booster units is permissible.

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

D. VHF-FM Portable Radio

1. A VHF-FM two-way portable radio operating from 150 MHz to 174 MHz. The radio shall provide selection of either wideband (25.0 kHz) or narrowband (12.5 kHz) channel spacing on each channel. The radio shall be frequency-synthesized, equipped with a CTCSS sub-audible tone encoder having a minimum of 32 selectable tones meeting the current TIA/EIA-603 standard, and develop a minimum of 1 watt nominal output power but no more than 10 watts nominal output power. Modified or Family Service Radios (FSR) are not acceptable.
2. Transceivers shall be set to operate in the 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. These contractor supplied batteries shall operate the portable radio throughout the shift. It is highly recommended that all portable radios utilize an AA alkaline battery clamshell. A source of 115 VAC power may not be available for rechargeable batteries.

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

**SECTION C
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**EXHIBIT 7
FUEL SERVICING EQUIPMENT REQUIREMENTS**

A. General

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

B. Equipment

1. Each aircraft fuel servicing tank vehicle shall have two fire extinguishers, each having a rating of at least 20-B:C with one extinguisher mounted on each side of the vehicle. Extinguishers shall comply with NFPA 10 Standards for Portable Fire Extinguishers.
2. Fuel tanks shall be designed to allow contaminants to be removed from the sediment settling area.
3. Only hoses compatible with aviation fuel shall be used for servicing. Hoses shall be kept in good repair. The hose shall be at least 50 feet in length, minimum of ½ the rotor diameter plus 20 feet for rapid refueling.
4. Fuel nozzle shall include a 100-mesh or finer screen, a dust protective device, and a bonding cable with clip or plug. Except for closed circuit systems, no hold-open devices will be permitted.
5. An accurate fuel-metering device for registering quantities in U.S. gallons of fuel pumped shall be provided. The meter shall be positioned in full view of the fuel handler while fueling the helicopter.

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**EXHIBIT 7
FUEL SERVICING EQUIPMENT REQUIREMENTS (Cont)**

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.

C. Markings

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

D. Filtering System (Three-Stage or Single-Stage is acceptable)

1. The first and third stage elements of a three-stage system and the elements of a single-stage system shall be new and installed by the Contractor during the annual inspection and witnessed by the Government Inspector, upon request.
2. The separator element (Teflon screen) of the three-stage system shall be inspected and tested as prescribed by the manufacturer during the inspection. The filter assembly shall be placarded with that data.
3. If equipped with a drain, the bottom of the filter assembly shall be mounted to allow for draining and pressure flushing into a container. If the unit is drained overboard, the fuel shall not come in contact with the exhaust system or the vehicle's wheels. If the unit is equipped with a water sight gauge, the balls shall be visible.
4. Three-Stage (filter, water separator, monitor) System:

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

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

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

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

E. Fuel Servicing

1. General

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

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**EXHIBIT 7
FUEL SERVICING EQUIPMENT REQUIREMENTS (Cont)**

- b. Fueling operations, including storage and handling, shall comply with the airframe and engine manufacturer's recommendations and all applicable FAA standards. NFPA Standard No. 407, Aircraft Fuel Servicing, shall be followed except that no passengers may be on board during fueling operations.
- c. The Contractor shall ensure that they are in compliance with 40 CFR Part 112: Oil Pollution Prevention; Spill Prevention, Control, and Countermeasure Plan Requirements (SPCC). An SPCC plan is required for each mobile fueler used on this contract regardless of bulk storage container (tank) size.
- d. Fuel shall pass through a filtering system in accordance with the filter manufacturer's recommendations.

2. Rapid Refueling

- a. There are two approved methods (CCR and Open Port) for fueling helicopters with engine(s) running.
 - (1) Closed Circuit Refueling (CCR). This method of refueling uses a CCR system designed to prevent spills, minimized fuel contamination, and prevent escape of flammable fuel vapors. Open port nozzle EMCO Wheaton Model G457 or equivalent may be used in place of CCR system.
 - (2) Open Port. This method of refueling allows flammable fuel vapors to escape.
- b. Rapid refueling of helicopters is permitted if requested by the Government, and the Contractor follows NFPA 407 procedures, and the contractor has an approved rapid refueling procedure. For FAR Part 133 and 137 operators, a copy of company rapid refueling procedures must be submitted prior to rapid refueling. Rapid refueling authorization shall be annotated on the aircraft approval card. Additionally, the Contractor shall meet the following requirements:
 - (1) A pilot shall be seated at the controls of the aircraft during refueling operations.
 - (2) The aircraft shall be shut down after every 4-hours of continuous operation.
 - (3) Personnel providing onsite fire protection are briefed on the Contractor's rapid refueling procedures.
 - (4) Government personnel shall not refuel Contract aircraft unless the pilot requests Government assistance due to an emergency situation; or when the Government provides the fuel servicing system and dispensing personnel.
 - (5) The hose shall be at least 50 feet in length, minimum of ½ the rotor diameter plus 20 feet for rapid refueling.
 - (6) A Closed Circuit refueling adapter shall be provided to allow fueling of aircraft with standard fueling ports.

F. Fuel Quality Control Procedures

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

1. Daily

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

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**EXHIBIT 7
FUEL SERVICING EQUIPMENT REQUIREMENTS (Cont)**

2. During Helicopter Fueling Process
 - a. Check sight gauge for water, if equipped
 - b. Visually inspect fueler for leaks. Repair as necessary
3. Weekly
 - a. With pump operating, pressure flush filter assembly. Continue flush operation until sample is clear, clean, and bright.
 - b. Time flow rate with full open flow from nozzle. Record gallons-per-minute to nearest 1/10 gallon.
 - c. Check condition of covers, gaskets, and vents.
 - d. Inspect all fire extinguishers for broken seals, proper pressure, and recharge date. Recharge as necessary.
 - e. Inspect hoses for abrasions, separations, or soft spots. Weak hoses will be replaced.
4. Record Keeping (records to be kept with the fuel truck). The fuel handler shall keep a daily record containing the following information: (as a minimum)
 - a. Condition (clean, clear, bright, etc.) of fuel sample at:
 1. Nozzle
 2. Filter Sump
 3. Tank Sump
 - b. Flow rate in gallons per minute to the nearest 1/10 gallon.
 - c. Filter change (reason & date)
 - d. Record of source, location, when and quantity of fuel loaded into servicing vehicle.

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EXHIBIT 8
OPERATIONS AND SAFETY PROCEDURES GUIDE FOR HELICOPTER PILOTS

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

Pilot operation briefings will emphasize the following areas:

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

**SECTION C
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**EXHIBIT 9
INTERAGENCY GUIDELINES FOR VERTICAL REFERENCE/EXTERNAL LOAD TRAINING STANDARDS**

National Interagency Helicopter Standards require that Contractors develop a Vertical Reference/External Load Training Syllabus and that contract pilots receive this training before applying or Agency Special Use approval. Each contract pilot shall have a current proficiency endorsement from the company's chief pilot in order to qualify for a Flight Evaluation 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 determine 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°.
7. Maintaining the proper approach angle and rate of closure to establish an out-of-ground effect hover with the load 10 feet above the ground (+ -5-feet) for 30-seconds and then placing the load within a 10-foot radius of the specified release/touchdown point.
8. Maintaining the proper approach angle and rate of closure to establish an out-of-ground effect hover within a confined area with the load 10-feet above the ground (+ - 5-feet) for 30-seconds and then placing the load within a 10-foot radius of the specified release/touchdown point.

.....

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

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

CHIEF PILOT: _____
(Printed Name)

COMPANY: _____

CHIEF PILOT: _____
(Signature)

DATE: ____/____/____

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**EXHIBIT 10
HELICOPTER MAKE/MODEL/SERIES LIST**

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
Bell	47 Series (All Recips)
Bell	47Series (Soloy)
Bell	206A, 206B, 206B3
Bell	206L, 206L1, 206L3, 206L4
Bell	407
Bell	204, 205, UH-1, All Series
Bell	212, 412
Bell	214
Boeing	BV-107-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 (Astar)
Eurocopter	AS-355 Series (Twin Star)
Eurocopter	SA-341 (Gazelle)
Eurocopter	SA-360
Eurocopter	SA-365 (Dauphin)
Eurocopter	SA-330, AS-332 (Puma)
Eurocopter	MBB-105 Series
Eurocopter	BK-117 Series
Eurocopter	EC-135
Eurocopter	EC-120
Hiller	12 Series (Recips)
Hiller	12 Series (Soloy)
Hiller	FH-1100
Hughes/Schweizer	269 (300) Series (Recips)
Schwietzer	330
Sikorsky	S-55, H-19 (Recip), S-55T
Sikorsky	S-58, H-34 Series (Recip), S-58T Series
Sikorsky	S-62
Sikorsky	S-61 Series, SH-3
Sikorsky	S-64, CH-54
Sikorsky	S-76 Series
Sikorsky	S-70, Uh-60 Series

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EXHIBIT 11

HELICOPTER SERVICES HOURLY FLIGHT RATES, FUEL CONSUMPTION AND WEIGHT REDUCTION CHART EFFECTIVE SEP 16, 2008
FOR CONTRACTS AWARDED 2008 – 2011 (CWN/EXCLUSIVE USE)

COMPANY	AIRCRAFT TYPE	FUEL CONSUMPTION (gal/hr)	HOURLY FLIGHT RATE (\$/HR)	LOAD CALCULATION Weight Reduction (lbs)
AGUSTA WESTLAND	AW 119 KOALA	55	\$1,122.00	230
	AW 139	129	\$2,277.00	NOT ESTABLISHED
	EH 101	211	\$4,425.00	NOT ESTABLISHED
AEROSPATIALE	SA 315B	58	\$1,574.00	180
	SA 316B	58	\$1,574.00	170
	SA 318C	45	\$1,428.00	80
	SA 319B	45	\$1,438.00	150
	SA 341G	45	\$1,409.00	170
	AS 330J	179	\$4,008.00	N/A
	AS 332L1	160	\$3,946.00	N/A
	AS 350B/350BA	45	\$1,023.00	130
	AS 350B-1	46	\$1,029.00	160
	AS-350B-2	48	\$1,045.00	160
	AS 350B-3	50	\$1,104.00	175
	AS 350D	38	\$986.00	130
	AS 355F-1/355F-2	58	\$1,263.00	140
	AS 365N-1	87	\$2,017.00	275
	EC 120	31	\$787.00	NOT ESTABLISHED
	EC 130-B4	53	\$1,054.00	NOT ESTABLISHED
	EC 135	64	\$1,309.00	220
	EC 145	80	\$1,618.00	NOT ESTABLISHED
	EC 155B1	95	\$2,128.00	NOT ESTABLISHED
EC 225	183	\$3,737.00	NOT ESTABLISHED	
BELL:	47/SOLOY	23	\$632.00	120
	204B (UH1 Series)	86	\$1,590.00	200
	204 Super B	90	\$1,637.00	200
	205A-1	88	\$1,616.00	260
	205A++	90	\$1,658.00	260
	206B-II	25	\$762.00	100
	206B-III	27	\$787.00	130
	206L-1	32	\$921.00	150
	206L-3	38	\$968.00	180
	206L-4	38	\$953.00	180
	210	90	\$1,653.00	260
	212	100	\$1,888.00	390
	214B	160	\$2,590.00	380
	214B1	145	\$2,407.00	380
	214ST	133	\$2,934.00	420
	222A	70	\$1,764.00	NOT ESTABLISHED
	222B	83	\$1,860.00	NOT ESTABLISHED
	222UT	83	\$1,860.00	NOT ESTABLISHED
	407	45	\$1,071.00	155
	412	110	\$2,061.00	390
	412HP	110	\$2,037.00	390
	UH-1B	86	\$1,561.00	N/A
	UH-1B Super	88	\$1,592.00	N/A
UH-1F	88	\$1,592.00	N/A	
UH-1H (-13 engine)	88	\$1,592.00	N/A	
UH-1H (-17engine)	90	\$1,634.00	N/A	
TH-1L	88	\$1,592.00	N/A	
BOEING:	BV-107	180	\$3,819.00	N/A
	BV-234	405	\$7,018.00	N/A
HILLER:	*SL-3/4	21	\$608.00	90
	H-1100B	22	\$780.00	130
	UH-12/SOLOY	23	\$691.00	100
KAMEN:	H43-F	85	\$1,586.00	N/A
	K-1200	85	\$1,724.00	N/A
MBB:	BO 105CBS	58	\$1,244.00	180
	BK-117	77	\$1,742.00	160
McDONNELL-	500C	23	\$782.00	110
DOUGLAS:	500D/E	28	\$806.00	120
	520N	32	\$846.00	100
	530F	34	\$905.00	120
	600N	41	\$1,009.00	155
	900/902	69	\$1,416.00	210
SIKORSKY:	CH 53D	425	\$6,899.00	N/A
	CH 54/S 64	525	\$7,566.00	N/A
	S-55T	47	\$1,140.00	170
	S-58D/E	83	\$1,670.00	N/A
	S-58T/PT6T-3	115	\$2,186.00	400
	S-58T/PT6T-6	115	\$2,186.00	460
	S-61N	170	\$3,625.00	550
	S-62A	70	\$1,364.00	300
	S-70	160	\$3,457.00	N/A
	S-78C+	90	\$2,032.00	NOT ESTABLISHED
	S-92	178	\$3,096.00	NOT ESTABLISHED
AVERAGE GALLON PRICE:		JET FUEL	\$6.16	

**SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS**

**EXHIBIT 12
INTERAGENCY HELICOPTER LOAD CALCULATION**

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

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 12
INTERAGENCY HELICOPTER LOAD CALCULATION (Cont)

Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION C
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**EXHIBIT 13
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 Contract on Board Aircraft: <input type="checkbox"/> Yes <input type="checkbox"/> No HazMat HB/Special Use <input type="checkbox"/> Yes <input type="checkbox"/> No Permit/ERG:						
LOGBOOK REVIEW						
50/100-Hr., Progressive, Or Other Inspection Program Up-To-Date: <input type="checkbox"/> Yes <input type="checkbox"/> No						
Entries Indicating Damage To Aircraft: <input type="checkbox"/> Yes <input type="checkbox"/> No						
Form HCM-5 "Turbine Engine Performance Analysis" Onboard Aircraft: <input type="checkbox"/> Yes <input type="checkbox"/> No						
Power Check Completed/Results Satisfactory: <input type="checkbox"/> Yes <input type="checkbox"/> No						
Comments:						
CONDITION OF HELICOPTER						
Item	OK	Document Inoperable Or Damaged Equipment (Dents, Tears, Leaks, Etc.)				
Skin and Exterior						
Windows						
Doors						
Upholstery						
Cargo Compartment						
Skids/Wheels						
Fixed Tank						
Other						
Comments:						
REQUIRED HELICOPTER EQUIPMENT INSTALLED AND OPERATIVE (CONSULT CONTRACT)						
Item	Yes	No	Item	Yes	No	
Seat Belts and Harnesses			Strobe Light(s)			
Hi-Visibility Paint on Main Rotor Blades			Survival Kit			
VHF-FM Radio			First Aid Kit			
VHF-AM 760 Channel			Fire Extinguisher(s)			
Auxillary Radio Adapter			Cargo Hook			
GPS			Convex Mirror			
High Skid Gear			Buckets (Appropriate Sizes)			
Nine-Pin Plug (Type III Helicopters Only)			Anti-Theft Security Measures in Place			
Comments:						
REQUIRED SERVICE TRUCK EQUIPMENT INSTALLED AND OPERATIVE (CONSULT CONTRACT)						
Item	Yes	No	Item	Yes	No	
Spare Set of Filters			Filter Change Data Placarded			
Fire Extinguisher(s) Current Inspection			Bonding Cables			
Hazmat Marking and Placards			Fuel Quality Control Log			
Inspection Sticker			Absorbent Materials for Spills			
Beginning Odometer Reading:						
Comments:						
Signature of Inspecting Govt. Representative & Pilot			Print Name		Date	

**SECTION C
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**EXHIBIT 14
PERFORMANCE REPORT**

<i>To be completed by the Government at the end of each tour.</i>		
This form is to improve the quality level of Call-When-Needed Helicopter Contracts. Your remarks will assist us in improving our interagency standards for CWN Helicopter Contracts and Contractors.		
CONTRACTOR'S NAME:	CONTRACT # :	A/C N-#
YOUR NAME:	EMAIL:	AGENCY:
YOUR ASSIGNMENT DATE:	RELEASE DATE:	PHONE # :
1. Was the helicopter kept clean and neat?		
DOES NOT MEET REQUIREMENTS	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	EXCEEDS ALL REQUIREMENTS
QUALITY COMMENTS:		
2. Did the fuel truck provide reliable service?		
DOES NOT MEET REQUIREMENTS	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	EXCEEDS ALL REQUIREMENTS
QUALITY COMMENTS:		
3. Did the company keep you fully informed on the condition of the crew, helicopter, and fuel truck? Yes <input type="checkbox"/> No <input type="checkbox"/>		
DOES NOT MEET REQUIREMENTS	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	EXCEEDS ALL REQUIREMENTS
QUALITY COMMENTS:		
4. Did the contractor abide by all provisions of the contract? Yes <input type="checkbox"/> No <input type="checkbox"/>		
DOES NOT MEET REQUIREMENTS	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	EXCEEDS ALL REQUIREMENTS
COST CONTROL COMMENTS:		
5. Would you take your next assignment with this contractor? Yes <input type="checkbox"/> No <input type="checkbox"/>		
DOES NOT MEET REQUIREMENTS	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	EXCEEDS ALL REQUIREMENTS
COST CONTROL COMMENTS:		
6. Was the crew and helicopter supported by the company in a timely manner? Yes <input type="checkbox"/> No <input type="checkbox"/>		
TIMELINESS OF PERFORMANCE COMMENTS:		
7. During any mechanical problems, were you informed of the problem and the progress of the work being done to fix the aircraft? Yes <input type="checkbox"/> No <input type="checkbox"/>		
DOES NOT MEET REQUIREMENTS	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	EXCEEDS ALL REQUIREMENTS
TIMELINESS OF PERFORMANCE COMMENTS:		
8. Did the flight crew/fuel truck/mechanic arrive on time each day? Yes <input type="checkbox"/> No <input type="checkbox"/>		
DOES NOT MEET REQUIREMENTS	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	EXCEEDS ALL REQUIREMENTS
TIMELINESS PERFORMANCE COMMENTS:		
9. Were crew changes handled with little or no confusion, and, was there a briefing between crew members being exchanged? Yes <input type="checkbox"/> No <input type="checkbox"/>		
DOES NOT MEET REQUIREMENTS	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	EXCEEDS ALL REQUIREMENTS
BUSINESS RELATIONS COMMENTS:		
10. Were you treated like a preferred customer? Yes <input type="checkbox"/> No <input type="checkbox"/>		
DOES NOT MEET REQUIREMENTS	1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/>	EXCEEDS ALL REQUIREMENTS
BUSINESS RELATIONS COMMENTS:		
Would you like someone to contact you about this contractor? Yes <input type="checkbox"/> No <input type="checkbox"/>		
Complete at the end of your assignment and FAX to Contracting @ _____ or email to:		

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**EXHIBIT 15
PERFORMANCE BY GOVERNMENT- FURNISHED PILOT**

A. General

1. The following provisions shall apply to the performance of work under the contract, on an intermittent and short term basis, when the utilization of a qualified Government pilot is authorized by the Contractor. All other provisions not expressly changed herein continue to apply.
2. Qualified Government Pilots may operate Contractor aircraft on a case by case basis, upon written approval of the Regional Aviation Officer (RAO) and the CO.
3. Government pilot operations will be in compliance with the USDA Forest Service Manual (FSM) 5700 or Department of the Interior, Departmental Manual (DM), Parts 350-354 Aviation Management and Title 14, Part 91 of the CFR, including those portions that apply to civil aircraft except as noted in the agency manuals. It is not intended that Government pilots meet all requirements of C.12.
4. Appropriate records to establish the qualifications and experience of the Government pilot will be furnished to the Contractor upon request.
5. The Contractor may conduct check rides and/or training of Government pilots for familiarization in the Contractor's helicopters. The cost of check rides and flight training, if required, will be borne by the Government.
6. Approval of a Government pilot to perform work under the contract rests solely with the Contractor.
7. The Loss, Damage, or Destruction clause 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 provided in (d) below. For the purpose of fulfilling his obligation under this clause, the Contractor shall procure and maintain during the term of this contract, and any extension thereof, hull insurance acceptable to the CO. The Contractor's insurance coverage shall apply to pilots furnished by the Government to operate the aircraft. The parties named insured under the policies shall be the Contractor and the United States of America. The Contractor may request a list of Government pilots by name and qualification who are potential pilots.
2. Prior to the commencement of work hereunder, the Contractor shall furnish the CO a copy of the insurance policy or policies or a certificate of insurance issued by the underwriter(s) showing that the coverage required by this clause has been obtained.
3. Each policy or certificate evidencing the insurance shall contain an endorsement that provides that the insurance company will notify the CO 30 days prior to the effective date of any cancellation or termination of any policy or certificate or any modification of a policy or certificate that adversely affects the interest of the Government in such insurance. The notice shall be sent by registered mail and shall identify this contract, the name and address of the Contracting Office, the policy, and the insured.
4. If the aircraft is damaged or destroyed while in the custody and control of the Government, the Government will reimburse the Contractor for the deductible (if any) stipulated in the insurance coverage as follows:
 - a. In-Motion Accidents - Up to 5 percent of the current insured value of the aircraft stated in the policy.

**SECTION C
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**EXHIBIT 15
PERFORMANCE BY GOVERNMENT-FURNISHED PILOT (Cont)**

- b. Not In-Motion Accidents - Up to \$250.00 per accident. 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.
5. If damage to the aircraft is established to be the fault of the Government, rental payments to the Contractor during the repair period will be made as set forth elsewhere in the contract. 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.
6. 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

**SECTION C
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**EXHIBIT 16
DEPARTMENT OF LABOR WAGE DETERMINATION**

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor /s/William W. Gross WILLIAM W. GROSS Division of Director Wage Determinations	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON, D.C. 20210 Wage Determination No: 1995-0221 Revision No: 20 Date of Last Revision: 06/19/2008
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Nationwide: Applicable in the Continental U.S., Hawaii and Alaska

Alaska: Entire State

Hawaii: Entire State

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

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

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

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

** Fringe Benefits Required Follow the Occupational Listing **

Employed on Contracts for Emergency Incident and Fire Safety Services

CODE	OCCUPATION TITLE	MINIMUM WAGE RATE
23000	Mechanics and Maintenance and Repair	
23021	Aircraft Mechanic I	
	Continental U.S.	\$26.85
	Alaska	\$26.11
	Hawaii	\$26.99
23040	Aircraft Mechanic Helper	
	Continental U.S.	\$20.19
	Alaska	\$20.47
	Hawaii	\$19.48
23060	Aircraft Servicer	
	Continental U.S.	\$23.02
	Alaska	\$22.87
	Hawaii	\$22.60
23440	Heavy Equipment Operator	
	Alaska	\$24.10

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	Hawaii	\$17.15
	Midwestern Region	\$19.57
	Northeast Region	\$18.37
	Southern Region	\$17.11
	Western Region	\$19.79
23470	Laborer	
	Alaska	\$14.63
	Hawaii	\$14.19
	Midwestern Region	\$11.90
	Northeast Region	\$12.01
	Southern Region	\$ 9.68
	Western Region	\$11.24
31000	Transportation/Mobile Equipment	
	Operations	
31361	Truckdriver, Light	
	Alaska	\$18.93
	Hawaii	\$10.35
	Midwestern Region	\$12.47
	Northeast Region	\$13.25
	Southern Region	\$ 8.48
	Western Region	\$ 9.88

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**EXHIBIT 16
DEPARTMENT OF LABOR WAGE DETERMINATION (Cont)**

31362	Truckdriver, Medium	
	Alaska	\$20.50
	Hawaii	\$13.12
	Midwestern Region	\$16.66
	Northeast Region	\$17.08
	Southern Region	\$15.17
	Western Region	\$15.69
31363	Truckdriver, Heavy	
	Alaska	\$21.66
	Hawaii	\$14.32
	Midwestern Region	\$17.42
	Northeast Region	\$17.83
	Southern Region	\$15.78
	Western Region	\$16.72
31364	Truckdriver, Tractor-Trailer	
	Alaska	\$22.81
	Hawaii	\$14.51
	Midwestern Region	\$20.72
	Northeast Region	\$17.95
	Southern Region	\$16.59
	Western Region	\$17.07

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

/s/William W. Gross

WILLIAM W. GROSS Division of
Director Wage Determinations

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

Wage Determination No: 1995-0222
Revision No: 26
Date of Last Revision: 05/29/2008

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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.

CODE	OCCUPATION TITLE	MINIMUM WAGE RATE
(not set)	Aerial Photographer	11.80
(not set)	First Pilot (Co-Pilot)	21.51
31010	Airplane Pilot	23.62

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS.

HEALTH & WELFARE \$3.24 an hour or \$129.60 a week or \$561.60 a month.

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

HOLIDAYS: A minimum of ten paid holidays per year; New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's 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)

**SECTION C
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**EXHIBIT 16
DEPARTMENT OF LABOR WAGE DETERMINATION (Cont)**

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): \$1.29 an hour for all employees on whose behalf the Contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$2.87. For information regarding the Hawaii prepaid Health Care Act, please contact the Hawaii Employers Council.

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 regarding 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 lacerations 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 the 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 the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3239, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington D.C 20402. Copies of specific job descriptions may also be obtained from the appropriated contracting officer.

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., appropriated level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the Contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C)(vi). When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

**SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS**

**EXHIBIT 16
DEPARTMENT OF LABOR WAGE DETERMINATION (Cont)**

The process for preparing a conformance request is as follows:

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

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

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

AMD-60B (12/06) / FS-5700-20b (pending)		EXHIBIT 17		
CONTRACTOR'S VERIFICATION OF INDIVIDUAL HELICOPTER PILOT REQUIREMENTS AND EXPERIENCE FOR INITIAL INTERAGENCY APPROVAL				
<i>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).</i>				
The Contractor must ensure that a pilot who is presented for initial carding meets all requirements as outlined in the contract's Section B, Technical Specifications/Pilot Qualifications, after award. The Contractor must verify all pilot hours submitted on this form as determined from a certified pilot log or permanent record to ensure accuracy. In addition, the Contractor must identify previous employers and submit the information on this form. The information provided by the pilot on USFS Form FS-5700-20A Or AMD Form 64B , Interagency Helicopter Pilot Qualifications and Approval Record, prior to approval needs to be verified as accurate by the Contractor. The information submitted is subject to verification by an interagency pilot inspector.				
Date(mm/dd/yy):				
Company's name:				
Pilot's name:				
Pilot's total helicopter pilot-in-command hours (verified from pilot's logbook or permanent record):				
Pilot's information and flight time/experience as submitted for initial carding on AMD-64B or FS-5700-20a verified as accurate?				
Check if yes: <input type="checkbox"/>				
Previous Employers:				
Previous Employer	Address & Telephone Number	Current Contact: Name & Telephone No.	Period Employed	Make/Model(s) Flown and PIC Hours in each
1.				
2.				
3.				
4.				
Helicopter Training Courses Completed:				
Name of Course & Provider	Address & Telephone Number	Contact Name & Telephone No.	Date of Completion	Flight Hours Completed
1.				
2.				
3.				
4.				
Comments (use additional sheets if necessary):				
Check one: / / Chief Pilot / / Director of Operations / / Other				
Print name:			Sign name:	

**SECTION D
CONTRACT CLAUSES**

D-1 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (FAR 52.212-5) (Oct 2008)

(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) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (2) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

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

- (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).
- (2) [52.219-3](#), Notice of Total HUBZone Set-Aside (Jan 1999) ([15 U.S.C. 657a](#)).
- (3) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- (4) [Reserved]
- (5)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- (ii) Alternate I (Oct 1995) of [52.219-6](#).
- (iii) Alternate II (Mar 2004) of [52.219-6](#).
- (6)(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](#).
- (7) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- (8)(i) [52.219-9](#), Small Business Subcontracting Plan (Apr 2008) ([15 U.S.C. 637\(d\)\(4\)](#)).
- (ii) Alternate I (Oct 2001) of [52.219-9](#).
- (iii) Alternate II (Oct 2001) of [52.219-9](#).
- (9) [52.219-14](#), Limitations on Subcontracting (Dec 1996) ([15 U.S.C. 637\(a\)\(14\)](#)).
- (10) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- (11)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (June 2003) of [52.219-23](#).
- (12) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- (13) [52.219-26](#), Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub.L. 103-355, section 7102, and [10 U.S.C.2323](#)).
- (14) [52.219-27](#), Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) ([15 U.S.C. 657 f](#)).
- (15) [52.219-28](#), Post Award Small Business Program Re-representation (June 2007) ([15 U.S.C. 632\(a\)\(2\)](#)).
- (16) [52.222-3](#), Convict Labor (June 2003) (E.O.11755).
- (17) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).
- (18) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- (19) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O.11246).
- (20) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).
- (21) [52.222-36](#), Affirmative Action for Workers with Disabilities (Jun 1998) ([29 U.S.C. 793](#)).
- (22) [52.222-37](#), Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).
- (23) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (24)(i) [52.222-50](#), Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).
- (ii) Alternate I (Aug 2007) of [52.222-50](#).
- (25)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)).
- (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)).
- (26) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (Dec 2007) ([42 U.S.C. 8259b](#)).
- (27)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- (ii) Alternate I (DEC 2007) of [52.223-16](#).
- (28) [52.225-1](#), Buy American Act—Supplies (June 2003) ([41 U.S.C. 10a-10d](#)).
- (29)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (Aug 2007) ([41 U.S.C. 10a-10d](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
- (ii) Alternate I (Jan 2004) of [52.225-3](#).

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CONTRACT CLAUSES**

- ___ (iii) Alternate II (Jan 2004) of [52.225-3](#).
- ___ (30) [52.225-5](#), Trade Agreements (Nov 2007) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- (31) [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).
- ___ (32) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- ___ (33) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- ___ (34) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- ___ (35) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- (36) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).
- ___ (37) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).
- ___ (38) [52.232-36](#), Payment by Third Party (May 1999) ([31 U.S.C. 3332](#)).
- ___ (39) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- ___ (40)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx.1241\(b\)](#) and [10 U.S.C. 2631](#)).

___ (ii) Alternate I (Apr 2003) of [52.247-64](#).

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

- (1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
- (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
- ___ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
- ___ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
- ___ (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
- ___ (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
- ___ (7) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

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

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

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

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

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

(i) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

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

(iii) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).

(iv) [52.222-36](#), Affirmative Action for Workers with Disabilities (June 1998) ([29 U.S.C. 793](#)).

(v) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(vii) [52.222-50](#), Combating Trafficking in Persons (Aug 2007) ([22 U.S.C. 7104\(g\)](#)). Flow down required in accordance with paragraph (f) of FAR clause [52.222-50](#).

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

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

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

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

D-2 Economic Price Adjustment Flight Rate Contracts

A. NON-FUEL PORTION OF THE SPECIFIED AND PROJECT FLIGHT RATES

Contract rates will be established in accordance with the following to reflect increases or decreases in the cost of performance of the contract work. The increases or decreases used in establishing the rates will be those indicated by the changes in the following price indexes:

The Non-Fuel Portion of the Specified Flight rate will be affected by:

TABLE 6-PRODUCER PRICE INDEXES	
1. Commodity Group 1423 --Aircraft Engines and Engine Parts	
2. Commodity Group 1425 --Aircraft Parts and Auxiliary Equipment	
AVERAGE OF PERCENT CHANGES X 100 PERCENT OF LAST ADJUSTED RATE	
The new rate will be derived by multiplying the average for the percentage changes of (1) and (2) times the rate in effect for the year immediately prior to the year in which the renewal is effective. The result will be added to or subtracted from the existing rate to become the newly adjusted rate (rounded to the next dollar)	

B. FUEL PORTION OF THE SPECIFIED AND PROJECT FLIGHT RATE

During the contract periods, including options, flight rates will be adjusted to reflect increases and decreases in the prices of aviation fuel.

The price of Jet fuel is established at \$6.16 per gallon. The unit prices are an average of the lowest unit price for aviation fuel Nationwide. Variations in unit prices used in determining flight rate adjustment amounts will be established by using the average of the lowest unit price for aviation fuel at the following locations:

<i>Name</i>	<i>Location</i>	<i>Name</i>	<i>Location</i>
AIR AMERICA	Moses Lake, WA	WESTERN A/C MAINTENANCE	Boise, ID
BD FBO LLC	San Bernardino, CA	CUTTER AVIATION	Phoenix, AZ
WISEMAN AVIATION	Winslow, AZ	EPPS AVIATION	Atlanta, GA
CUTTER FL YING SERVICE	Albuquerque, NM	WINGS OF WENATCHEE	Wenatchee, WA
DURANGO JET CENTER	Durango, CO	FLIGHTCRAFT	Portland, OR
ED'S LINE SERVICE	Alamogordo, NM	KNOX AIR (KNOXVILLE)	Alcoa, TN

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MCCALL AIR TAXI	McCall ID		AIRPORT	
			MERCURY AVIATION RENO AIR	Reno, NV
			SVC	
ATLANTIC AVIATION	Fresno, CA		MILLIONAIRE (INTERWEST JET)	Salt Lake City, UT
MT. LASSEN AVIATION	Chester, CA		MINUTEMAN AVIATION	Missoula, MT
REDDING JET CENTER	Redding, CA		TAC-AIR AVIATION	Ft. Smith, AR
SOUTH FIELD FUEL	Coeur D'Alene, ID		WEST STAR AVIATION	Grand Junction, CO

The adjustment to the fuel portion of the flight rate will be the determined variation amount multiplied by the fuel consumption rates found in **Exhibit 11, Helicopter Services Hourly Flight Rates, Fuel Consumption, and Weight Reduction Chart** for the applicable aircraft type.

An initial adjustment to the fixed flight rate will be made on FEBRUARY 16 of each contract period. Subsequent adjustments will be made on MAY 16, JULY 16 and SEPTEMBER 16 of each contract period provided variations in the average unit price, determined as stated above, is \$0.10 per gallon or more from the unit price established in the last previous adjustment made.

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C. DAILY AVAILABILITY RATE

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

D. The Extended Standby Rate will be reviewed periodically to insure compliance with the Service Contract Act and an adjustment will be made if necessary.

D-3 Property and Personal Damage

A. The Contractor shall use every precaution necessary to prevent damage to public and private property.

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

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

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

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

F. The Contractor, prior to the commencement of work, shall submit to the CO one copy of the insurance policy, or confirmation from the insurance company, certifying that the coverage described in this clause has been obtained.

D-4 Option to Extend the Term of the Contract (FAR 52.217-9) (MAR 2000)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed one (1) base year and two (2) renewal option periods.

D-5 Statement of Equivalent Rates for Federal Hires (FAR 52.222-42) (MAY 1989) Addendum

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

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

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

**SECTION E
SOLICITATION PROVISIONS**

E-1 INSTRUCTIONS TO OFFEROR-COMMERCIAL ITEMS (FAR 52.212-1) (JAN 2005) (TAILORED/ADDENDA)

As part of the above referenced FAR Provision, it is important to note that significant to (j) Data Universal Numbering System (DUNS) Number and (k) Central Contractor Registration, the requirement for information is relevant to this solicitation. (See www.acquisition.gov for the full text reference.)

A. Submission of offers. Your offer shall consist of the following: **(No facsimile (FAX) offers will be accepted)**

- (1) Standard Form 1449, Solicitation/Contract/Order for Commercial Items, with blocks 17, and 30 completed by you.
- (2) Section B - Schedule of Items, Requirements and Prices with your offered rates inserted in the appropriate spaces.
- (3) Completed copy of Interagency Helicopter Load Calculation for each offered aircraft (Exhibit 12).
- (4) A completed copy of Section E, Offeror Representations and Certifications – Commercial Items (FAR 52.212-3), completed by you or electronically in accordance with the clause.
- (5) A completed copy of Aircraft Performance Index, E-3.
- (6) Acknowledgment of Solicitation Amendments (if any).
- (7) Past Performance information, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact (other than the CO) with valid telephone numbers and other relevant information. (See E-5).
- (8) Current List of Equipment and weights for each aircraft offered.
- (9) Offers submitted in response to this solicitation shall include the information requested in E-3, E-4

B. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order within the technical specifications: (i) Typed provisions of these specification/exhibits; (ii) FS supplements and/or exhibits incorporated by reference; (iii) 14 CFR incorporated by reference; (iv) aircraft manufacturer's specifications; (v) other documents incorporated by reference.

E-2 EVALUATION-COMMERCIAL ITEMS (FAR 52.212.2) (JAN 1999) (Tailored)

A. The Government intends to evaluate offers and award multiple contracts without discussions with Offerors. Therefore, offers should contain best value to the Government on the basis of Aircraft Technical Capability; Safety/Risk Management; Past Performance; Organizational Experience; and Price Reasonableness. However, the Government reserves the right to conduct discussions if later determined by the CO to be necessary.

B. Notice of Award. A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror(s) within the time for acceptance specified in the offer, shall result in a contract without further action by either party before the offeror's specified expiration time. The Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received from the offeror prior to award.

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E-3 TECHNICAL CAPABILITY (Use separate sheet for each aircraft offered).

Provide a current copy of your FAA Operations Specifications	<input type="checkbox"/> Yes --Attach copy. <input type="checkbox"/> No
FAA Agricultural Aircraft Operator's Certificate (Part 137) in Offeror's Name	<input type="checkbox"/> Yes --Attach copy. <input type="checkbox"/> No
FAA Air Taxi Operators and Commercial Operations Certificate (Part 135)	<input type="checkbox"/> Yes. Attach copy <input type="checkbox"/> No
Operations Certificate (Part 133) in Offeror's Name	<input type="checkbox"/> Yes --Attach copy. <input type="checkbox"/> No
Record of Company Mishaps, Accidents, Incidents; and FAA Violations -Last 3 Years - Date and Brief Description	OFFEROR WILL USE THE ATTACHED SUMMARY OF ACCIDENTS FORM E-4. ALL FAA VIOLATIONS, IF ANY, SHOULD BE LISTED ON A SEPARATE SHEET.
Submit Load Calculation per Exhibit 12	Submit Load Calculation for each item award expected. (Attach copy of chart used in calculation)

CONTRACTOR MUST SUBMIT THE FOLLOWING INFORMATION FOR ALL AIRCRAFT OFFERED.

MAKE	MODEL	"N" NUMBER	*CURRENT EQUIPPED WT	Remarks
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

*WILL BE VERIFIED BY THE GOVERNMENT DURING THE PRE-USE INSPECTION

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

No performance enhancing data (Power Assurance Checks, etc) will be authorized. Only FAA approved charts based on minimum specification engine performance shall be used.

**SECTION E
SOLICITATION PROVISIONS**

E-4 SAFETY AND TRAINING

COMPANY NAME: _____

(Please attach separate sheets and/or make additional copies of this questionnaire as needed)

- | | | |
|--|-----|----|
| 1) Does your organization have someone identified as the focal point for aviation safety issues?
If yes, please provide their name and contact information. | YES | NO |
|--|-----|----|

- | | | |
|--|-----|----|
| 2) Does your organization distribute aviation safety awareness information and materials to company personnel?
If yes, what type of material, how is it distributed, and to whom? | YES | NO |
|--|-----|----|

- | | | |
|---|-----|----|
| 3) Do you conduct aviation safety meetings?
If yes, how often, are they mandatory, who is required to attend, and how is attendance tracked? | YES | NO |
|---|-----|----|

- | | | |
|---|-----|----|
| 4) Do you maintain an aviation mishap reporting system that identifies safety concerns within your organization?
If yes, please describe the system or provide an example. | YES | NO |
|---|-----|----|

- | | | |
|---|-----|----|
| 5) Does your organization have a written Aviation Safety/Accident Prevention Program?
If yes, please provide a copy. | YES | NO |
|---|-----|----|

- | | | |
|--|-----|----|
| 6) Does your organization provide Crew Resource Management Training?

If yes, is it mandatory, who is required to attend (pilots, mechanics, drivers, etc), what is the frequency of training?
Provide a list of who has attended and when. | YES | NO |
|--|-----|----|

**SECTION E
SOLICITATION PROVISIONS**

E-4 SAFETY AND TRAINING (Cont)

COMPANY NAME: _____

7) Provide a list of all company personnel, including job title, who have completed Hazardous Materials Training and when

8) Who will provide aircraft maintenance and where it will be performed?

9) Explain how your organization will provide quality assurance.

10) List your insurance provider, their address, phone number, and agent's name.

**SECTION E
SOLICITATION PROVISIONS**

E-4 SAFETY AND TRAINING (Cont)

COMPANY NAME: _____

SUMMARY OF ACCIDENTS

<p><i>Failure to provide the following information may render the Offer unacceptable</i></p> <p>The information furnished below will be used in the evaluation of the offeror. Safety of the operations conducted under this contract is critical; therefore, the Contractors ability to safely conduct aircraft operations is an important factor in the evaluation process.</p> <p>The Accident Frequency Rate for On Demand Air Taxi Operations Nationwide, as published by the FAA, will be used as one of the standards to evaluate the offeror’s ability to conduct safe operations. The number of hours flown by the offeror will be considered in the evaluation of the Accident Frequency Rate.</p>					
<p>Total Helicopter Flight Hours (3 years): _____</p> <p>Company annual average flight hours: _____</p> <p>Accident rate per 100,000 flight hours: _____</p>					
Yes	No	<p>Has your company experienced any NTSB reportable aircraft accidents/incidents in the past 3 years?</p> <p>If “Yes” provide the NTSB accident/incident report number(s) in the spaces below.</p>			
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 33%; border-bottom: 1px solid black; text-align: center;">NTSB#</td> <td style="width: 33%; border-bottom: 1px solid black; text-align: center;">NTSB#</td> <td style="width: 33%; border-bottom: 1px solid black; text-align: center;">NTSB#</td> </tr> </table>			NTSB#	NTSB#	NTSB#
NTSB#	NTSB#	NTSB#			
Yes	No	<p>Has your company experienced any FAA enforcement actions(s) in the past 3 years? If “Yes” enclose a narrative explaining each event with your offer.</p>			
Yes	No	<p>Have your pilots experienced any accidents, incident, and enforcement action(s) in the past 3 years? If “Yes” enclose a narrative explaining each event with your offer.</p>			

**SECTION E
SOLICITATION PROVISIONS**

E-5 SYNOPSIS OF SAFETY PROGRAM

OBJECTIVE: The objective of this safety requirement is to bring about a positive change in the safety culture within the helicopter industry, resulting in an enhancement in aviation safety.

The Forest Service and the Department of Interior Aviation Programs recognize well established practices that are acknowledged by the industry to enhance safety. These recommended practices serve as the criteria for an estimation of your company safety culture and our evaluation of best value.

The elements that comprise the foundation of a strong safety culture are:

Management: direct or indirect actions and policies of personnel in supervisory roles that oversee flight and maintenance operations.

Operations: the conduct of flight operations, from planning the flight through successful conclusion.

Systems: all supporting elements including maintenance, dispatch, aircraft, equipment, training and procedures.

Safety Program: a formal program sponsored by management that is proactive in accident prevention and risk management.

Safety Management Systems: Operators shall submit full and complete documentation on the items listed below. The Aviation Safety Program will be **evaluated** based on the following:

1. Operations Manual: The operations manual should provide a single source of detailed operational elements, organization, policy and procedure regarding the conduct of flight and maintenance operations.
2. Training Program: Formal training program for the initial, recurrent, mission/job specific, and management training processes that are used by the operator.
3. Safety Audit: A process of internal or external audits to verify compliance with the company safety program. Audits must be completed at least annually and verified by company management.
4. Operational Data: The operator will be required to demonstrate a system of data collection to track aircraft flight time, pilot time and duty, and incident/accident occurrences that are in concert with industry standards.

Accident Prevention Program

Is your company a participant in any accident prevention program such as Air Carrier Association, Safety Management System (FAA), Tour Operators Program of Safety (TOPS), Medallion Foundation, HAI Platinum, or Other Safety program?

- Air Carrier Association
- Safety Management System
- Tour Operators Program of Safety
- Medallion Foundation
- HAI Platinum
- Other (Please list)

Please list your prevention programs

Has the company received a reduction in rates from your carrier as a result of your safety prevention program?

- Yes No

If yes, please briefly explain

**SECTION E
SOLICITATION PROVISIONS**

E-6 AIRCRAFT PERFORMANCE INDEX

Company: _____

Date: _____

Aircraft Make, Model, and Variant: _____

N# _____

Instructions: **For each aircraft offered** please complete the following table, using FAA approved data for each altitude and temperature. Use the standard Interagency Load Calculation Form (Exhibit 12) utilizing 200 pounds per required crewmember and 1.5 hours of fuel at the specified fuel burn rate as a standard for Performance calculations.

HIGE 2500@ 35 °C	HOGE 2500@ 35 °C	HIGE 5000@ 30 °C	HOGE 5000@ 30 °C	HIGE 8000@ 25 °C	HOGE 8000@ 25 °C	HIGE 10000@ 20 °C	HOGE 10000@ 20 °C	HIGE 12000@ 15 °C	HOGE 12000@ 15 °C

The Government will confirm aircraft weights at time of inspection.

**SECTION E
SOLICITATION PROVISIONS**

E-8 Offeror Representations and Certifications-Commercial Items (FAR 52.212-3) (Jun 2008)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) Definitions. As used in this provision—

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

(1) 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

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 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.

“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 conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(1) Whose management and daily business operations are controlled by one or more woman.

**SECTION E
SOLICITATION PROVISIONS**

(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 Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (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 (m) 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 on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it is, is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, 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)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) 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.

(7) 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: _____

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it is, is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees Average Annual Gross Revenues

- | | |
|--------------------------------------|--|
| <input type="checkbox"/> 50 or fewer | <input type="checkbox"/> \$1 million or less |
| <input type="checkbox"/> 51–100 | <input type="checkbox"/> \$1,000,001–\$2 million |
| <input type="checkbox"/> 101–250 | <input type="checkbox"/> \$2,000,001–\$3.5 million |
| <input type="checkbox"/> 251–500 | <input type="checkbox"/> \$3,500,001–\$5 million |
| <input type="checkbox"/> 501–750 | <input type="checkbox"/> \$5,000,001–\$10 million |
| <input type="checkbox"/> 751–1,000 | <input type="checkbox"/> \$10,000,001–\$17 million |
| <input type="checkbox"/> Over 1,000 | <input type="checkbox"/> Over \$17 million |

**SECTION E
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(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either—

(A) It is, is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It has, has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(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 change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It is, is not a 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 the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It has, has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that—

(i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) 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 Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—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 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. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

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(2) Foreign End Products:

Line Item No. Country of Origin

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act—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 the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian or Moroccan end product,” “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 Act-Free Trade Agreements-Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan 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) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—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.

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 Act—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 Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

**SECTION E
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(3) Buy American Act—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 Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) 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)(4)(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]

(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 Act. 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;

(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 \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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(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 products.

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.

[] (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 Act. (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 in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror [] does [] does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(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 Act 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.

**SECTION E
SOLICITATION PROVISIONS**

(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 a central contractor registration 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.

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 it does not conduct any restricted business operations in Sudan.