OFFEROR'S COPY

(Ref. 48 CFR 1)

Issuing Office: NATIONAL INTERAGENCY FIRE CENTER U.S. FOREST SERVICE, CONTRACTING OWYHEE BUILDING - MS 1100 3833 S. DEVELOPMENT AVE BOISE, ID 83705-5354	This solicitation can be downloaded from the following Internet site: **https://www.fbo.gov/**
Offers Are Solicited For: National Call-When-Needed Heavy (Type I) & Medium (Type II) Helicopter Services	
Solicitation No: AG-024B-S-15-9004 **Issued Date:** January 13, 2015	

IMPORTANT – NOTICE TO OFFEROR

Proposals will be due on 2/12/2015 @ 3:00 PM Mountain Time

THE SOLICITATION PACKAGE SHALL BE RETURNED TO THE FOLLOWING ADDRESS:

U.S. Forest Service, Contracting
National Interagency Fire Center
Attn: Solicitation No. AG-024B-S-15-9004
Owyhee Building – MS 1100 ATTN: Robert Hoffman
3833 S. Development Ave.
Boise, ID 83705

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

Offeror Questions must be submitted and received by mail, e-mail or fax NLT 3:00 PM MDT, January 30, 2015. E-mail: rhoffman@fs.fed.us. Fax: 208-387-5384 and label as "Offeror Questions for Solicitation RFP AG-024B-S-15-9004"; or mail to Address on SF 1449.

Offerors may contact Robert Hoffman for information about this solicitation at 208-387-5681.

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

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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS *OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30*			1. REQUISITION NUMBER	PAGE 5 OF201
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER AG-024B-S-15-9004	6. SOLICITATION ISSUE DATE January 13, 2015
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Robert Hoffman		b. TELEPHONE NUMBER *(No collect calls)* 208-387-5681	8. OFFER DUE DATE/ LOCAL TIME February 12, 2015 3:00PM MST

9. ISSUED BY CODE

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

10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: 100% FOR:

☐ SMALL BUSINESS
☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
☐ HUBZONE SMALL BUSINESS
☐ (EDWOSB)
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
☐ 8 (A)

NAICS: 481212

SIZE STANDARD: 1500 Employees

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
☒ SEE SCHEDULE

12. DISCOUNT TERMS

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

13b. RATING

14. METHOD OF SOLICITATION
☐ RFQ ☐ IFB ☒ RFP

15. DELIVER TO CODE

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

16. ADMINISTERED BY CODE

Same As Item 9

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NO. DUNS NO.

18a. PAYMENT WILL BE MADE BY CODE

ALBUQUERQUE SERVICE CENTER
INCIDENT BUSINESS – CONTRACTS
101B SUN AVENUE, NE
ALBUQUERQUE, NM 87109

☐ 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
☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
01	**National Call When Needed (CWN) Heavy (Type I) and Medium (Type II) Helicopter Services** **See Schedule of Items Section B-1**				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

☐ 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

30b. NAME AND TITLE OF SIGNED *(Type or print)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)*

31c. DATE SIGNED

SECTION B
SUPPLIES OR SERVICES AND PRICES

GENERAL

To obtain the services for Heavy and Medium (Type I and II) Helicopters fully operated, meeting the technical requirements of this solicitation and the specifications for operation on an on call, Call When Needed (CWN) basis by multiple agencies party to various National Interagency Fire Center (NIFC) inter-agency agreements. Award of Basic Ordering Agreements (BOA's) will be best value based on meeting minimum performance requirement, all technical requirements and reasonableness of proposed pricing. The Government will determine price reasonableness based on historical pricing and determine the best value accordingly.

It is the intent of this solicitation to secure Multiple Fixed Price Agreements (Basic Ordering Agreements – BOA's) not to exceed 1 base year period and 3 renewable periods for the daily availability rate. The daily availability rate will be an indefinite quantity with no guarantee of flight hours given by the Government. The Government intends to award multiple agreements based on the outcome of the evaluation process.

Awards will not be made for aircraft considered unsuitable for the Government's need, or at prices determined to be unreasonable. Materially unbalanced offers between the base year and option years may be rejected.

ORDERS AND PROCEDURES

(1) Delivery or performance shall be made only as authorized by orders issued in accordance with the C-25 AUTHORIZED ORDERING ACTIVITIES paragraph.

Subject to any limitations elsewhere in this contract, the Contractor shall furnish to the Government all services specified in the Schedule and called for by orders issued in accordance with the Ordering Agreement. The Government may issue orders requiring performance at multiple locations.

(2) Call When Needed Helicopter flight services for All Risk Management to be furnished under this contract shall be ordered by issuance of a task order (resource order). Orders for fire incidents and emergency support will only be placed by the National Interagency Coordination Center (NICC), located at the National Interagency Fire Center (NIFC) in Boise, Idaho or activities designated in the agreement. Resource Orders for project flight services may be ordered on a case by case basis, subject to agency procurement requirements.

> The Department of Interior (DOI), Interior Business Center (IBC), Contracting Officer (CO) is authorized to place Task Orders directly with the contractor in accordance with the terms and conditions of this Basic Ordering Agreement All Risk Management as follows:
>
> Fire - The DOI Contracting Officer will provide each CWN vendor a task order number to support all DOI fire suppression activities at award of the contract. The task order is for invoicing purposes to track through the Aviation Management System (AMS) and the submittal of their invoice through the U. S. Department of the Treasury's Invoice Processing Platform (IPP). The Resource Orders for fire suppression activities are issued by the National Interagency Coordination Center (NICC).

SECTION B
SUPPLIES OR SERVICES AND PRICES

Non-Fire - Project orders will be placed by the DOI CO and coordinated through, and with the NICC when the task order is issued to the contractor. The DOI CO shall perform all contract administration, payment processing, claims adjudication, and close-out of each DOI task order.

(3) At the time of dispatch or re-assignment, the Government dispatch center will provide a Resource Order Form, including an incident project name, Incident project order number and the appropriate Government Agency (USFS or DOI) agreement number or task order number supporting the suppression assignment. An order may be made orally or electronically, but will be confirmed in writing by a Government resource order for the USFS or DOI. If the incident is in support of DOI, the Resource Order will be related to the issued fire task order. The contractor shall provide the resource order to the Government's authorized representative upon arrival at the incident. Additionally, for DOI support, the vendor must provide the issued fire task order number. The contractor shall follow the procedures as stated in Contract Paragraph C-28, Payment Procedures.

(4) All resource/task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and this contract, the contract shall control.

(5) If the Government places a request and the vendor cannot meet the mission requirements, specified time frames, or if the Contractor does not accept the order, the Government may acquire the required services from another source.

(6) If the Government places an order and the vendor rejects the order, the government is not required to return to that vendor for future orders for 72 hours.

SECTION B
SUPPLIES OR SERVICES AND PRICES

B-1 SCHEDULE OF ITEMS

This is an Agreement for Interagency Call-When-Needed (CWN) Helicopter Services. Furnish Type (insert Helicopter Heavy (Type 1) or Medium (Type II) helicopter(s) fully operated and maintained; including fuel servicing vehicle(s), meeting the requirements of this schedule and the specifications included herein, on a call-when-needed basis.

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

N Number	CAT[1]	Make	Model & Series	Equipped Weight[2] (per agreement definition)	Helicopter Allowable HOGE Payload[5]	Daily Availability Rate[3] Base Year	Daily Availability Rate[3] 1st Renewable Period	Daily Availability Rate[3] 2nd Renewable Period	Daily Availability Rate[3] 3rd Renewable Period	Optional Use Hourly Flight Rate[4] Base Year	Optional Use Hourly Flight Rate[4] 1st RP	Optional Use Hourly Flight Rate[4] 2nd RP	Optional Use Hourly Flight Rate[4] 3rd RP
					HOGE:								
					HOGE:								
					HOGE:								
					HOGE:								
					HOGE:								

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

[2] Contracted Helicopter Equipped Weight
Equipped Weight =_____lbs

Equipped Weight for Standard Category (Passenger Carrying) aircraft see "Equipped Weight" in Definitions (C-45).
Equipped Weight includes the weight of a fixed tank or the weight of the empty bucket and any associated suspension hardware (cables, connectors, etc.) for restricted aircraft. See Clause C 4 for reference.
The helicopter-equipped weight shall be based on the actual weighing of the aircraft and shall meet the following requirements:
The weighing shall be accomplished prior to submission of the proposal. The weighing must take place within 12 months prior to award of any agreements under this agreement. Helicopter(s) under initially awarded agreement(s) under this solicitation shall remain at or below contracted helicopter equipped weight as bid. Helicopters will be allowed 1% above the awarded contracted helicopter equipped weight during the agreement option period(s). The aircraft's equipped weight is determined using weight and balance data which was determined by actual weighing of the aircraft within 12 months preceding the starting date of the agreement and 24 months thereafter including options or following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft. Cowlings, doors and fairings shall not be removed to meet Agreement equipped weight for performance. If the government requires additional equipment after agreement award no penalty will be assessed.

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

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

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

SECTION B
SUPPLIES OR SERVICES AND PRICES

B-2 PRINCIPAL BASE OPERATION

Offeror shall enter the location of the "Principle Base of Operation" in accordance with the definitions found in Section C for the offered aircraft.

_____ _____
Location (Physical Address) State

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

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

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

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

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

(b) Aircraft Weighing and Weight Validation

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

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

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

(iii) Weighing shall be:

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

SECTION B
SUPPLIES OR SERVICES AND PRICES

1. For aircraft on the companies operating certificate that are currently in maintenance or otherwise unable to be weighted, the current operating weight and balance will be submitted. These aircraft will be required to be weighed within 12 months prior to initial contract inspection.

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

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

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

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

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

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

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

(2) Reserved

CAPABILITY OF:

☒ Hovering out of ground effect (HOGE)

At 5,000 feet pressure altitude and 30 °C with ☐ non-jettisonable ☒ jettisonable

- Payload of 1600 pounds, as determined by Exhibit 13, Standard Interagency Load Calculation form, using a standard pilot weight of 200 pounds and fuel for one hour and 30 minutes (01+30) as determined by Exhibit 12, Hourly Flight Rates, Fuel Consumption, and Weight Reduction Chart.

B-4 ENGINE REQUIREMENTS

Turbine engine(s)

SECTION B
SUPPLIES OR SERVICES AND PRICES

B-5 CREW COVERAGE

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

☒ One Pilot Crew or ☒ Two Pilot crew or ☒ Three Pilot crew

And

☒ With Relief Pilot(s) ☐ Without Relief Pilot(s)

☐ 6-Day Coverage (See Chart Below)

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

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

B-6 MAXIMUM COMPLEMENT OF PERSONNEL BY AIRCRAFT TYPE

Type I (Heavy) Helicopters - A maximum of 10 Personnel may be paid as per the payment clause.

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

Note: Managers may pay up to the Maximum Compliment.

SECTION B
SUPPLIES OR SERVICES AND PRICES

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

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

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

B-8 STANDBY HOURS PER DAY

9 Hours Standby per day

B-9 EXTENDED STANDBY HOURLY RATE

$46.00 per hour

B-10 OVERNIGHT STANDARD PER DIEM RATE ALLOWANCE

When Daily Availability payment is used, RON fees are not applicable for other than daily availability see C-32 (b) (2).

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

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

☐ALASKA ☐CARIBBEAN ☐CANADA ☐MEXICO

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

Additional Offered Equipment

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

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

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

√	Description	Capacity	Quantity	Unit	Unit Price
	Seeder			Day	$
	Fertilizer Spreader			Day	$
	Fixed Suppressant/Retardant Delivery Tank			Day	$
	Dip Tank/Water Pumps			Day	$
	Spill Containment Barrier			Day	$
	Tundra Boards or Snow Pads			Day	$
	Aerial Ignition (See Exhibit 26)			Day	$

SECTION B
SUPPLIES OR SERVICES AND PRICES

	Infrared Capability				
	Floats/Pop-outs				
	Other Equipment Offered				

B-13 CONTRACT PILOT QUALIFICATION

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

☒ Low Level (Recon and Surveillance) Required All Items

☒ Helitack/Passenger Transport Required All Standard Category Aircraft

☒ External Load (belly hook) Required All Type II and Type III Aircraft

☒ Water/Retardant Delivery Required All Bucket and Tank Items

☒ Longline VTR (150') Required All Type I and Type II Bucket Items Optional Type III

☒ Snorkel Required All Tanked Items

☒ Mountainous Terrain Flight Required All Items

☐ Aerial Ignition ☐ PSD ☐ Torch Optional All Items

☐ Rappel Required For Rappel Items

☐ Short Haul Required For Short Haul Items

☐ Snow Operations (deep snow) Optional All Items

☐ Night Vision Goggle Operations Required For Night Flying Operations

☐ Other

_____

_____

B-14 GOVERNMENT PILOT

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

B-15 ADDITIONAL INFORMATION

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

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

C-1 SCOPE OF AGREEMENT

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

(b) The Contractor shall keep and maintain programs necessary to assure safety of ground and flight operations. The development and maintenance of these programs are a material part of the performance of the contract. (See Section E Synopsis of Safety Program) When, in the sole judgment of the Contracting Officer, the safety programs do not adequately promote the safety of operations, the Government may terminate the contract for cause as provided in the "Contract Terms and Conditions". Examples of such programs include but are not limited to: 1) Personnel Activities, 2) Maintenance, 3) Safety and 4) Compliance with Regulations.

(c) Reserved

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

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

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

(g) The Department of Interior (DOI), Contracting Officer (CO) will provide each CWN vendor a task order number to support all DOI fire suppression activities at award of the contract. The task order is for invoicing purposes to track through the Aviation Management System (AMS) and the submittal of their invoice through IPP. The Resource Orders are issued by the National Interagency Coordination Center (NICC).

(h) Non-Fire - the DOI CO is authorized to place Task Orders directly with the contractor in accordance with the terms and conditions of this Basic Ordering Agreement to support non suppression activities (projects). Project orders will be placed by the DOI CO and coordinated through, and with the NICC when the task order is issued to the contractor. The DOI CO shall perform all contract administration, payment processing, claims adjudication, and close-out of each DOI task order.

(i) The contractor will keep their individual contracted helicopters, respective status, of either "available" or "non-available," current with the National Interagency Coordination Center (NICC). Notification to NICC of the availability status may be accomplished by telephone at (208) 387-5400; by FAX at (208) 387-5414 or 5663.

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DESCRIPTION/SPECIFICATIONS/EXHIBITS

C-2 CERTIFICATIONS

(a) General

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

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

(3) Reserved

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

(b) Standard Category Helicopters

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

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

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

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

(c) Restricted Category Helicopters

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

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

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

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

C-3 GOVERNMENT FURNISHED PROPERTY

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

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

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

(2) Reserved

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

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

AUX-FM adapter cable with portable radio

C-4 HELICOPTER REQUIREMENTS

(a) <u>General</u>

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

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

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

(i) Emergency Locator Transmitter

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

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

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

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

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

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

(b) <u>Condition of Equipment</u>

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

(2) All windows and windshields shall be clean and free of scratches, cracks, crazing, distortion, or repairs, which hinder visibility. Repairs such as safety wire lacing and stop drilling of cracks are not acceptable permanent repairs. Prior to acceptance, all temporarily repaired windows and windshields shall have permanent repairs completed or shall be replaced.

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

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(c) Center of Gravity

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

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

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

(d) General Equipment (as applicable)

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

(1) A copy of the Awarded Agreement and modification(s) shall remain in the helicopter during the Agreement period(s). The flight manual supplements (performance charts) and Load Calculations as submitted with the contractor's proposal were utilized in aircraft performance evaluations for award of the Basic Ordering Agreement (BOA). These documents, by virtue of the agreement award were incorporated into the BOA. These are also required to be kept with the helicopter through the life of the agreement, in addition to the aforementioned agreement and modification (s) associated with it, as a complete Agreement package. This is irrespective of the fact that these performance charts are included in the Flight Manual, which is not, in turn, a substitute for a complete Agreement package being with the helicopter.

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

(3) Free air temperature gauge.

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

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

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

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

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(8) Seats, Seatbelts and Shoulder Harnesses

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

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

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

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

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

(A) An OEM installation

(B) STC'd

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

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

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

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

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

OR

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

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

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

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

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

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

(14) Reserved

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

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

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

(17) Remote and Cargo Hook

(i) Cargo Hook

(A) One keeperless cargo hook that is capable of being loaded and locked in a single motion with one hand, and is rated at the maximum lifting capacity of the aircraft. Note: Keeperless hook required for Type II helicopters only.

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

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(ii) Remote Hook/Long line

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

(B) For Power requirements see Exhibit 5

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

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

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

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

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

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

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

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

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

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

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

(19) Reserved

(20) Reserved

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

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

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

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

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

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

(27) Internal baggage compartment/external cargo basket/racks. Minimum of fifteen (15) cubic feet of cargo space with isolated internal baggage compartment(s) capable of accommodating 58-inch long shovels, rakes, and other fire fighting tools (requires rear bulkhead modification of baggage compartment of some models).

External cargo basket(s)/rack(s) with a closing mechanical latching lid, if available, may be provided in lieu of baggage compartments, which cannot be modified to accept fire tools. The lid shall cover the entire basket/rack. Cargo basket/rack shall be at least 4-inches deep and shall not hamper ingress and egress of personnel from the cabin area. The devices shall be simple in function and have the capacity of being installed quickly. All cargo will be loaded, contained and restrained in a FAA Approved manner that is compliant with the aircraft's approved flight manual and the operator's 135 Operations Manual.

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

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

(28) Reserved

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

(30) Heating system for windshield de-fog.

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

(32) Reserved

(e) Reserved

C-5 HELICOPTER MAINTENANCE

(a) General

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

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

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

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

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

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

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

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

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

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

(11) Reserved

(12) Reserved

(13) Reserved

(14) Reserved

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

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

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

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

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

(b) Turbine Engine Power Assurance Checks

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

(c) Maintenance Flights

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

C-6 AIRCRAFT AND EQUIPMENT SECURITY

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

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

(c) Examples of unacceptable disabling systems are:

(1) Locked door/windows; and/or

(2) Fenced parking areas.

C-7 AVIONICS REQUIREMENTS

(a) Minimum Requirements

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

(1) All Helicopters

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

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

(iii) One Auxiliary FM system (AUX FM) {Not Required for KMAX}

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

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

(vi) One Global Positioning System (GPS)

(vii) An Emergency Locator Transmitter (ELT)

(viii) An Automated Flight Following System (AFF)

(ix) One Transponder

(x) One Altimeter and Automatic Pressure Altitude Reporting system

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

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

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

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

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

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

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

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

(iii) An External Public Address system (PA)

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

(v) An Aft Cabin Audio Control system

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

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

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

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

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

(iii) An External Public Address system (PA)

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

(v) An Aft Cabin Audio Control system

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

(vii) A Traffic Advisory System (TAS)

(viii) One RADAR Altimeter

(ix) Instruments and equipment for NVG operations in accordance with 14 CFR 91.205(h)

(x) One Rotatable Search Light

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(4) Helicopters approved for Air Tactical operations

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

(i) Type I

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

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

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

(ii) Type II

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

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

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

(iii) Type III

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

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

(b) Avionics Specifications

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

(1) Communications systems

(i) VHF-AM Radios

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

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DESCRIPTION/SPECIFICATIONS/EXHIBITS

(ii) VHF-FM Radios

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

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

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

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

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

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

(iii) Auxiliary FM systems (AUX FM)

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

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

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

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

(iv) Non-Standard Radios

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

(v) Public Address systems (PA)

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

(A) External PA

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

(B) Internal PA

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

(2) Audio Systems

(i) Intercom Systems (ICS)

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

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

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(ii) Audio Control Systems

(A) General

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

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

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

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

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(B) Drop Cord Requirements

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

(C) Aft Audio Control Systems (when required)

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

(D) <u>Required Audio Control systems</u>

The following audio control systems are required based on helicopter type

- <u>Helicopters not approved for passengers</u>

  A single audio control system for the PIC and SIC/observer

- <u>Light and Medium Helicopters approved for passengers</u>

  Two separate audio control systems (which may be combined in a single unit) for the PIC and SIC/observer

- <u>Heavy Helicopters approved for passengers</u>

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

(3) Navigation Systems

(i) Global Positioning Systems (GPS)

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(A) Aeronautical GPS

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

(B) Portable Aviation GPS

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

(C) GPS with Moving Map

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

(4) Surveillance systems

(i) Emergency Locator Transmitters (ELT)

Emergency locator transmitters shall be automatic-fixed, installed in a conspicuous or marked location, and meet the same requirements as those detailed for airplanes in 14 CFR 91.207 (excluding section f). ELT antennas shall be mounted externally to the aircraft unless installed by the manufacturer. TSO C91 ELTs are not acceptable. TSO C91a or newer ELTs are acceptable. Documentation of bi-annual registration from the National Oceanic and Atmospheric Administration (NOAA) is required for all TSO C126 ELTs.

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(ii) Automated Flight Following systems (AFF)

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

(A) A subscription service shall be maintained through the equipment provider allowing position reporting via the Government AFF Program. The reporting interval shall be every two minutes while in flight.

(B) AFF equipment shall be registered with AFF.gov providing all requested information. Changes to equipment and registration information shall be reported to AFF.gov ensuring the program is current prior to aircraft use. For assistance, the Fire Applications Help Desk (FAHD) may be reached at (866) 224-7677 or (360) 326-6002.

(C) An AFF operational test shall be performed prior to the annual compliance inspection. This test shall ensure that the system meets all requirements and is displayed in the AFF viewer with the correct information. A user name and password are required. Registration and additional information are available at https://www.aff.gov/.

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

(E) This clause incorporates the Specific Section Supplement available at https://www.aff.gov/contractspecs.asp as if it was presented as full text herein.

(iii) Additional Telemetry Unit (ATU)

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

(B) The ATU must report tank door open and tank door close events with GPS data (Date, Time, Latitude, Longitude, Altitude, Speed and Heading) following the same data format as the AFF requirement. Depending on the tank system, additional data may be requested such as pump on/off or volume.

(C) The ATU data must be available to the government in near real time. A subscription service shall be maintained through the AFF equipment provider allowing AFF position reporting and ATU drop event data via the Government AFF program.

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(D) The only known system that meets both the AFF and ATU requirement is the Latitude technologies S-100 AFF coupled with the Latitude IONode FDM. Contact the government for consideration of other ATU hardware.

(iv) Transponders

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

(v) Altimeter and Automatic Pressure Altitude Reporting systems

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

(vi) Traffic Advisory Systems (TAS)

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

(5) General Systems

(i) RADAR Altimeters

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

(ii) Auxiliary Power Source (3 Pin)

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

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(iii) Bucket/Torch Connector (9 Pin)

An MS3101A24-11S type connector shall be installed adjacent to the cargo hook within 12 inches. The connector shall be adequately supported to prevent tension on the electrical wiring. Pin D shall be airframe ground. Pin E shall be +28 VDC operated with the “Bucket Open” switch on the collective and protected by a 50 Amp circuit breaker that can be manually opened and reset. Reference FS/OAS A-16.

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

(iv) VHF-FM Programming Ports

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

(v) GPS Data Connectors

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

(vi) External Portable Aviation GPS Antennas

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

(c) Avionics Installation and Maintenance Standards

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

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

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

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

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

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

Avionics systems shall meet the performance specifications of FS/OAS A-24 Avionics Operational Test Standards. For a copy of all FS/OAS documents visit http://www.nifc.gov/NIICD/documents.html.

C-8 RESERVED

C-9 RESERVED

C-10 OPERATIONS

(a) General

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

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

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

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

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

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

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

(b) Pilot Authority and Responsibilities

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) <u>IFR/Night Flight - Not authorized</u>

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

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

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

(e) <u>Bucket Operations</u>

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.

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

(3) Helicopters equipped with electronic hook load measuring systems that provide cockpit readout of the actual external load and a bucket that is equipped with a gating system that allows part of the load to be released while retaining the remainder of the load is authorized.

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

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

(6) Buckets shall be attached directly to the belly hook unless the pilot is approved for vertical reference.

(7) Extension (Tag) lines of less than 50-feet are not permitted for bucket operations

(8) Helicopters equipped with a tail rotor and conducting external load operations (excluding class A loads) will be limited to an airspeed of 80 knots indicated or the airspeed limitation established by the rotorcraft flight manual, whichever is less. All other helicopter conducting external load operations shall comply with applicable Rotorcraft Flight Manual Limitations.

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

(f) Tank Operations

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

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

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

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

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

(g) Dual Controls

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

(h) Transportation of Hazardous Material (HazMat)

(1) Helicopters may be required to carry hazardous materials. Such transportation shall be in accordance with DOT Special Permit and the DOI or FS Aviation Transport of Hazardous Materials Handbook/Guide (NFES 1068). A copy of the current Special Permit and handbook/guide and DOT Emergency Response Guide (ERG) shall be aboard each aircraft operating under the provisions of this Special Permit and can be found at this website:
http://www.blm.gov/pgdata/etc/medialib/blm/nifc/aviation/administration.Par.59614.File.dat/DOT-SP9198.pdf

(2) It is the responsibility of the Contractor to ensure that Contractor employees have received training in the handling of hazardous materials. Documentation of this training shall be retained by the company in the employee's records and made available to the Government as required. Training is available at this website:
https://www.iat.gov/Training/modules/a110/pre-110.html

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

C-11 CONTRACTOR'S ENVIRONMENTAL RESPONSIBILITIES

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

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

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

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

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

C-12 PERSONNEL

(a) General

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

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

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

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

(b) Pilot Approvals and Qualifications and Background Investigation

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

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

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

(4) Reserved

(c) Pilot Requirements - General

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

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

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

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

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

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

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

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

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

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(10) Pilots may function as mechanics providing:

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

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

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

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

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

(d) Pilot Requirements – Experience

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

All Helicopters Minimum Experience Flying Hours

Total Time 1,500

Pilot–in-command hours:

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

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

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

*** Weight class is defined as;
Small aircraft-aircraft weighing 12,500 lbs. or less.
Medium aircraft – aircraft weighing more than 12,500 up to 41,000lbs.
Large aircraft – aircraft weighing 41,000 up to 255,000.

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Additional Special Mission Requirements:

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

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

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

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

(e) Pilot - Equipment Proficiency

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

(f) Pilot - Vertical Reference Proficiency

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

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

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

(g) Second in Command (SIC) Requirements (if applicable)

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

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(h) Mechanic Qualifications

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

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

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

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

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

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

(i) Availability of Mechanics

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

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

(j) Fuel Servicing Vehicle Driver Qualifications

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

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

C-13 CONDUCT AND REPLACEMENT OF PERSONNEL

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

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

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

C-14 SUSPENSION AND REVOCATION OF PERSONNEL

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

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

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

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

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

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

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

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

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

C-16 FLIGHT HOUR AND DUTY LIMITATIONS

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

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

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

(d) <u>Pilots/Relief Pilots</u>

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

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

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

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

(7) Flights point-to-point (airport to airport, heliport to heliport, etc.) with a pilot and co-pilot shall be limited to 10-flight hours per day. (A helicopter that departs “Airport A,” flies reconnaissance on a fire, and then flies to “Airport B,” is not point-to-point).

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

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

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

(11) The Contractor may furnish a relief crew to meet the days off requirement in accordance with C-16 Flight Hour and Duty Limitations. Payment will be made in accordance with C-41 Relief Crew Approval and Payment. Approval to furnish relief crews and costs for transporting of relief crews will be approved in advance by the helicopter manager. Approval will be noted on the payment invoice in the remarks section.

(e) <u>Mechanics</u>

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

(2) Mechanics will have a minimum of 2 full calendar days off duty during any 14 day period. Days need not be consecutive.

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

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

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

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

(f) Fuel Servicing Vehicle Drivers

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

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

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

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

C-17 ACCIDENT PREVENTION AND SAFETY

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

(b) Following the occurrence of a mishap, the CO or designated representative will evaluate whether noncompliance or violation of provisions of the contract, the FAA applicable to the Contractor's operations, company policy, procedures, practices, programs, and/or negligence on the part of the company officers or employees may have caused or contributed to the mishap.

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

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

(e) Contractors Stand-Down or Deactivation

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

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

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

C-18 MISHAPS

(a) <u>Reporting</u>

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

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

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

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(b) Forms Submission

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

(2) The Contractor must submit a "SafeCom" to the agency ASM within 5 days, the "SafeCom" is a confidential safety reporting and feedback system for accident prevention. It is a tool used to encourage the reporting of any condition, observance, act, maintenance problem, or circumstance that has the potential to cause an aviation or aviation-related mishap. Data obtained from the system is monitored to identify emerging hazards, share critical safety information, document and track safety issues and identify training needs. It is also used for reporting positive safety actions and mishap prevention measures.

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

Submitting a SAFECOM is not a substitute for "on-the-spot" correction(s) to a safety concern. It is imperative that safety issues be addressed at the local level as well as being documented in a SAFECOM. SAFECOM managers at all levels may have additional corrective actions and input.
SAFECOM managers at all levels are responsible for protecting personal data and sanitizing SAFECOMs prior to any distribution and/or posting to the public. The SAFECOM system contains Personal Identifiable Information (PII) which is subject to the Privacy Act of 1974, 5 U.S.C. § 552a that must be protected and safeguarded. In the event of an accident, NTSB law 49 CFR 831.11 & 831.13 which respectively, specify certain criteria for participation in NTSB investigations and limitations on the dissemination of investigation information applies.

A SAFECOM does not replace the requirement for initiating a mishap report. Mishaps shall be reported immediately by the most expeditious means available in accordance with the bureau or agency Mishap Response Plan.

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

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(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 Agreement. Further, the Contractor fully agrees to cooperate with the FS or DOI during an investigation and make available personnel, personnel records, aircraft records, and any equipment, damaged or undamaged, deemed necessary by the FS or DOI. Following a mishap, the Contractor shall ensure that personnel (pilot, mechanics, etc) associated with the aircraft shall be readily available to the mishap investigation team.

(e) Related Costs

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

(f) Search, Rescue, and Salvage

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

C-19 PERSONAL PROTECTIVE EQUIPMENT

(a) General Operations

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

(b) Helmets

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

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

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

(c) Clothing

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

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

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

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

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

(d) Ground Operations

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

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

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

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

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(e) Personal Flotation Devices

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

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

(f) Contractor will provide USFS approved personal fire shelters (spec. 5100-606) for all contractor personnel covered under this contract. Instruction in the use of shelter deployment shall be provided by the contractor and be verified by the Helicopter Manager. Shelter deployment training shall be completed yearly. The condition and care of the shelter will meet USFS standards. Fire shelter shall be on-board the helicopter at all times while under contract and included in the equipped weight. Ground crews shall have fire shelters readily available for use if needed.

C-20 INSPECTION AND ACCEPTANCE

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

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

Pre-Use Inspection of Equipment and Personnel

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

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

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

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

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

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

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

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

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

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

(1) Certificates/Agreement

(i) Copy of 14 CFR 133

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

(iii) Copy of 14 CFR 137

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

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

(2) Pilots

(i) Completed “Pilots qualifications and Approval Record”.

(USFS Form FS-5700-20a 0r AMD Form 64B)

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

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

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

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

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

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

OR

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

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

"AND"

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

(viii) Copy of FAR 133 endorsement.

(ix) Copy of FAR 137 endorsement.

(x) Reserved

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

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

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

Completed "Pilots Qualifications and Approval Record". ***(USFS Form FS-5700-20a 0r AMD Form 64B)***

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

(xiv) Equipment Check Endorsement

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

(A) **Operations Training;** 1.0 hour Minimum

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

(B)**Aircraft Ground Training;** 2.0 hour Minimum

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

(C) **Aircraft Flight Training;** 1.0 hour Minimum

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

(3) Equipment

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

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

(iii) Aircraft maintenance records

(iv) Fuel servicing vehicle available

(4) Mechanic(s)

(i) A&P Mechanic available

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

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C-21 PRE-USE INSPECTION EXPENSES

(a) All operating expenses incidental to the inspection shall be borne by the Contractor.

(b) Pilot evaluation flights may require up to 2-hours of flight time for each pilot as deemed necessary by the CO. Evaluations will be conducted in the Make and Model furnished for the contracts. If the contractor requests additional make and model approvals, the pilot must be qualified in accordance with C-12 and must pass an evaluation flight in the additional aircraft if any of the items below apply:

(1) Initial carding in Make and Model

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

(3) Initial carding in that seating position (left to right or right to left)

(4) Interagency approval for make and model has lapsed by more than 12 months.

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

(c) The Contractor shall ensure that a set of fully operational dual flight controls are installed in the aircraft during all pilot evaluation flights.

(d) The Contractor will not be charged for the costs incurred by the Government on the initial pre-use inspection.

C-22 RE-INSPECTION EXPENSES

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

C-23 INSPECTIONS DURING USE

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

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

(c) When the helicopter becomes unavailable due to mechanical breakdown, the Government reserves the right to inspect the aircraft after the Contractor’s mechanic has approved the aircraft for return to service. For items covered under 14 CFR 135.415, the Contractor shall furnish the CO 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).

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C-24 BASIC ORDERING AGREEMENT PERIOD AND RENEWAL PERIODS

The agreement period shall extend from date of the award through April 30, 2016. However, at the option of the Government, the agreement may be renewed for an additional 1 year renewal periods, not to exceed three (3) renewable periods provided that the CO serves notice of intent to renew at least 60-days prior to agreement expiration. The renewal will be with the same terms and conditions. Availability shall be offered for base year and each optional renewal period (See Section B, Schedule of Items); however, the non fuel portion of the Government established flight rate will be subject to the provisions of Section D, Economic Price Adjustment Clause.

C-25 AUTHORIZED ORDERING ACTIVITIES

(a) Type I & II Helicopter orders for services may be placed only by those identified herein to place orders. Orders for fire incidents and emergency support will only be placed by the National Interagency Coordination Center (NICC), located at the National Interagency Fire Center (NIFC) in Boise, Idaho. There may be occasions where orders for project work outside the fire incident/emergency support would be placed by the applicable agency Contracting Officer. If services are ordered by the Contracting Officer, NICC will be advised of aircraft status by the end user of those services. Contractors shall not accept orders or dispatches from sources other than NICC or the agency specific Contracting Officer.

This ordering agreement from the Department of Agriculture, U.S. Forest Service authorizes the Department of the Interior (DOI) to issue Task Order (TO) numbers in support of DOI as follows:

Fire - The Department of Interior (DOI), Contracting Officer (CO) will provide each CWN vendor a task order number to support all DOI fire suppression activities at award of the contract. The task order is for invoicing purposes to track through the Aviation Management System (AMS) and the submittal of their invoice through IPP. The Resource Orders are issued by the National Interagency Coordination Center (NICC).

Non-Fire - project orders will be placed by the DOI CO and coordinated through, and with the NICC when the task order is issued to the contractor. The DOI CO shall perform all contract administration, payment processing, claims adjudication, and close-out of each DOI task order.

Each ordering agreement or TO will be signed by the agency's designated Contracting Officer with payment being made as provided elsewhere in this agreement.

(b) Ordering Procedures

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

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

(2) The Government does not guarantee the placement of any orders for service under the Agreement and the Contractor is not obligated to accept any orders. However, once the Contractor accepts an order, the Contractor is obligated to perform in accordance with the terms and conditions stated herein.

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

(c) Point-of-Hire

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

(d) Assigned Work Location(s)

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

(e) Ordered Availability Periods

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

C-26 DAILY AVAILABILITY REQUIREMENTS

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

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

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

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

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

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

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

(5) Reserved

C-27 UNAVAILABILITY

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

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

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

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

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

C-28 CWN PAYMENT PROCEDURES

(a) Services Received by the US Forest Service

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

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

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

(b) Services received by the Department of the Interior

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

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

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

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

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

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

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

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

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

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

C-29 PAYMENT FOR FLIGHT

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

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

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

C-30 PAYMENT FOR AVAILABILITY

(a) Availability will be paid at the applicable rate specified in the Schedule of Items only when Contractor's equipment and personnel meet the Daily Availability Requirements and are recorded in ABS for US Forest Service orders or as prescribed by the Department of The Interior (DOI) in Section C-28 (b) for task orders in support of the DOI.

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

(c) Payment for availability will not commence until the aircraft and flight crew arrive at the Assigned Work Location and are available for standby. On the first day, if an aircraft arrives at the Assigned Work Location at or before 1200 hours (noon local time) a full day of availability will be paid. Aircraft arriving after 1200 hours (noon local time), will be paid for a half-day of Availability. For purposes of this clause, on the first and last day, duty time will be computed based on time zone at point of departure.

(d) On the last day at the Assigned Work Location, aircraft released from the Assigned Work Location at or before 1200 hours (noon local time) will be paid one half-day of Availability. Aircraft released after 1200 hours (noon local time) will be paid for a full day of Availability.

(e) No more than one day of Availability may be earned in a calendar day (0001 to 2400).

(f) When the aircraft and crewmembers have arrived at the Assigned Work Location and the fuel-servicing vehicle is enroute, the aircraft and crewmembers may be considered to be available for payment purposes by the CO.

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

C-31 PAYMENT FOR EXTENDED STANDBY

(a) Extended Standby (that period over the first 9 hours of standby per day, per authorized crewmember) will be measured in hours (rounded to the next full-hour and paid at the rate specified in the Schedule of Items) for all Extended Standby ordered by the CO and performed by the Contractor when the crew meets the Standby requirement in accordance with Section C, Daily Availability Requirements.

(b) Extended Standby is not applicable on days when mobilization or demobilization is paid. Only applicable to Call When Needed (CWN).

(c) The Contractor will not be compensated for Extended Standby when the aircraft is not available for immediate dispatch, except when authorized by the CO.

(d) Extended Standby is applicable to Alaska assignments.

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

(a) Daily Availability Rate plus Specified Flight Rate Method

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

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

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

OR

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

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

(2) When service is ordered under the Optional Use Flight Rate specified in the Schedule of Items, payment will be made only for actual flight time performed. Daily availability rate is not applicable. When the Optional Use Flight Rate is in effect and

when the project extends for more than 1-day, incurred Remain-Over-Night (RON) costs will be reimbursed in accordance with the Federal Travel Regulations (FTRs).

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

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

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

C-33 RESERVED

C-34 ORDERING AND PAYMENT FOR ADDITIONAL AIRCRAFT AND PERSONNEL

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

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

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

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

C-35 REIMBURSEMENT FOR MOBILIZATION AND DEMOBILIZATION COSTS

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

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

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

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

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

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

(g) Claims for reimbursement shall be documented on the FS or DOI Flight AUR. Itemized receipts must support claims for reimbursement and must be kept on file by the contractor. Copies of receipts are to be provided to the helicopter manager for review and approval but are not required to be submitted with the FS payments document. DOI reimbursement claims will be supported by itemized receipts which must be included with the AUR and uploaded as an attachment to the invoice in IPP.

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

(i) 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-36 PAYMENT FOR SUBSTITUTE/REPLACEMENT HELICOPTER

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

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

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

C-37 LODGING & MEALS

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

C-38 PAYMENT FOR FUEL SERVICING VEHICLE MILEAGE

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

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

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

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

Vehicle Mileage Schedule

$4.33 per mile - where the carrying capacity of aircraft fuel is 1,500 gallons or more

$3.14 per mile - where the carrying capacity of aircraft fuel is at least 750 gallons to 1,499 gallons

$2.42 per mile - where the carrying capacity of aircraft fuel is at least 350 gallons to 749 gallons

$1.71 per mile - where the carrying capacity of aircraft fuel is less than 350 gallons

C-39 PAYMENT FOR FUEL TRANSPORTATION

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

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

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

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

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

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

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

C-40 PAYMENT FOR FOAM CONCENTRATE

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

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

C-41 CWN RELIEF CREW APPROVAL AND PAYMENT

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

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

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

C-42 PAYMENT FOR OVERNIGHT ALLOWANCE

No payment for CWN personnel is authorized.

C-43 MISCELLANEOUS COSTS TO THE CONTRACTOR

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

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

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

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

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C-44 HELICOPTER MANAGER DELEGATED AUTHORITIES

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

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

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

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

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

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

(f) Coordinate temporary substitutions of helicopter(s) and pilot(s) with the CO.

(g) Initiate and sign correspondence and other agreement administration documents over the title "Helicopter Manager."

(h) Maintain Daily Diary of agreement activities.

(i) Document availability, flight times, and other payment items on the Flight Use Report and submit daily into ABS or DOI invoice/AMD-23 as applicable.

(j) Document and verify reasonable transportation costs for ordered additional personnel.

(k) Establish daily schedules.

(l) Approve authorized breaks.

(m) Review the Helicopter Data Record for Inspection and Approval currency.

(n) Review the Pilot’s and Mechanics Interagency Qualification Card(s) for currency and qualifications.

(o) Complete and submit Performance Report (Exhibit 15, Performance Report).

(p) Review Contractor Power Trend Analysis Graph.

(q) Government Helicopter Manager may ride in a Standard Category/Limited Use Helicopter during point-to-point flights and initial attack dispatches. The following conditions shall be met when the Manager is on board:

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(1) FAA approved passenger or crew seat with available restraint system as per C-4 (d) General Requirements. This seat shall be in conformity with the helicopter's type certificate. The use of the observer's position (jump seat) is not approved.

(2) Authorization to ride in a Standard Category Heavy (Type I) Helicopter will be noted on the Aircraft Approval Form (Aircraft Data Card).

(3) Helicopter Managers shall not ride in helicopters certified as Restricted Category aircraft.

C-45 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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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.

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

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

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

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

Cargo: Any material thing carried by the aircraft.

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

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

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

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

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

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

Equipped Weight (Standard Category Type II Helicopters):

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

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

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Equipped Weight (Restricted Type II Helicopters and All Type I Helicopters): Equipped weight equals the Empty Weight (as listed in the Weight and Balance Data) plus the weight of lubricants and onboard equipment required by the agreement or contract. This could include but is not limited to bucket, suspension hardware, tank and snorkel, survival and first aid kits.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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personnel and persons in custody and transportation of property (both internally and externally). All helicopter activities including landings will occur at locations that are secured by law enforcement personnel or are locations removed from law enforcement actions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Special Use Missions:

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

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

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

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

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

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

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

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

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

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

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

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

C-46 ABBREVIATIONS/ACCRONYMS

A&P Airframe & Powerplant (Mechanic)
ABS Aviation Business Systems

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

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

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

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

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

Note: Splints are recommended if space permits.

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

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

The contents shall include the following minimum items:

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

Suggested Survival Kit Items Dependent Upon Terrain and Climate:

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

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

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

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

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

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

(a) General Equipment

Additional Equipment:

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

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

(3) Survival kit:

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

The minimum equipment to be carried during the summer months:

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

Personal Locator Beacon (PLB) (**Note:** required only if Aircraft ELT requires tools to be removed)
In addition to the above, the following shall be carried as minimum equipment from October15 to April 1 of each year:

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

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

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

FUEL SERVICING VEHICLE SPECIFICATIONS

A fuel servicing vehicle and driver are not required.

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

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

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

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

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

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

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

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

AVAILABILITY OF MECHANICS –

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

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

(b) Payment for Availability

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

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

DOUBLE CREW: Maximum 24 hours per day.

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

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

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

(d) Transporting of Relief Crew

Reference Payment for Costs Away from the Host Base

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

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

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

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

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

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

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

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

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

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

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

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

Unacceptable Condition Criteria:

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

References:

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

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

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

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

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

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

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

For Type II standard category helicopters

(1) Snorkel will be removable.

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

(3) STC's/RFMS know to meet these requirements are KAWAK KATI-FM-682.

For operations reference C-10 (f) Tank Operations

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

(1) Door(s)

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

(i) The frontal area of the retardant column is minimized.

(ii) The door(s) does not appreciably deflect the retardant when fully opened.

(iii) The tank and doors shall be leak proof, i.e. ½ gallon or less in a 24-hour period

(iv) The doors shall be closeable in flight if the aircraft is not capable of landing with the door(s) open without damaging the door(s).

(2) Venting

(i) The tank shall be vented so that no more than 0.25 PSI negative pressure will be created in the tank head space during the fastest drop sequence.

(ii) The vent shall not leak during filling or normal flight maneuvers.

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

(3) Fill Port(s)

(i) The fill port shall be a 3-inch Kamlock® fitting (male) and shall be located on the right and left side of the aircraft.

(ii) The fill port shall not leak or overflow during ground operations or during normal flight maneuvers.

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

(4) Controls

(i) The door open switch shall be the same switch that opens the water bucket.

(ii) When required, the tank close switch shall be the same switch that closes the water bucket unless tank STC requires a different switch location.

(iii) All tanks shall be equipped with an independently controlled and operated emergency dump system enabling the entire load to be dropped in less than 6-seconds. This system shall use mechanical, pneumatic, or fluid pressure for operation.

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

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

(5) Certifications

(i) The aircraft will be certificated in the normal or transport category except when restricted operations are authorized by the CO.

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

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

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

(b) Suppressant/Retardant Mixing Equipment

(1) Installation

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

(2) Containment

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

(3) Restraint

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

(4) Hose Routing

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

(5) Breakaway Fittings

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

(6) Compatibility of Materials

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

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

(7) Foam Quantity

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

(8) Power

Power shall be supplied by the auxiliary power connector.

(9) Vibration

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

(10) Operation

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

(11) Flow Rate

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

(12) Concentrate Loading

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

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

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

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

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

(14) Remote Cargo Hook

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

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

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

(i) Rotation resistant wire rope

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

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

(ii) Synthetic Long Line

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

(B) Working or Rated Load

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

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

Type I (Heavy)	4500 to 30,000 lbs or greater
Type II (Medium)	1600 lbs to 4500 lbs
Type III (Light)	750 lbs to 1600 lbs

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

(C) Factor of Safety

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

(D) Knots and Splices

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

(E) Maintenance and Inspections

Manufacturers recommended maintenance and inspection procedures shall be complied with.

(16) Wire Cutters

Wire cutting devices to provide catastrophic failure protection from striking horizontal wires and cables. Frontal area of the helicopter shall be substantially protected.

(c) Reserved

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

Acceptable Paint Schemes

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

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

(b) One black and one white blade.

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

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

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EXHIBIT 7 - RESERVED

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 8 - FUEL SERVICING EQUIPMENT REQUIREMENTS

(a) General

(1) An approved fuel servicing vehicle (FSV) (truck, pump-house, or trailer) shall be provided with each helicopter. The FSV shall be inspected annually and shall be stationed at the Host Base unless dispatched by the Contracting Officer. Vehicle shall display a current USFS or USDI-AMD inspection sticker.

(2) The fuel-servicing vehicle shall be capable of transporting fuel over rough mountainous terrain to include grades of up to 9%.

(3) Fuel tank/chassis combinations which are not compatible and/or that exceed the gross vehicle weight rating (GVWR) when tank(s) are full are not permitted.

(4) Fuel servicing vehicles shall be properly maintained, cleaned, and reliable. Tanks, plumbing, filters, and other required equipment shall be free of leaks, rust, scale, dirt, and other contaminants. Trailers used for storage and transport of fuel shall have an effective wheel braking system.

(5) Spare filters, seals, and other components of the fuel-servicing vehicle filtering system shall be stored in a clean, dry area in the fuel service vehicle. A minimum of one set is required to be with the vehicle.

(6) The fuel servicing vehicle tank capacity shall be sufficient to sustain 8-hours of flight (14-hours of flight when the aircraft is doubled crewed and required in the Schedule of Items). Barrels are not acceptable. The fuel servicing vehicle manufacturers' gross vehicle weight (GVW), with a full fuel tank, shall not be exceeded.

(7) All tanks will be securely fastened to the vehicle frame in accordance with DOT regulations and shall have a sump or sediment settling area of adequate capacity to provide uncontaminated fuel to the filter.

(8) A 10-gallon per minute filter and pump is the minimum size acceptable. Filter and pump systems sizes shall be compatible with the helicopter being serviced.

(9) The filter manufacturer's Operating, Installation and Service Manual shall be with the fuel-servicing vehicle. Filters shall be changed in accordance with the filter manufacturer’s manual, at a minimum of every 12-months, whichever is less, and documented. The filter vessel shall be placarded indicating filter change date and documented in service vehicle log.

(10) Gasoline engine driven pumps shall be designed to pump fuel, have shielded ignition system, Forest Service approved spark arrestor muffler, and a metal shield between the engine and pump. Other exposed terminal connections shall be insulated to prevent sparking in the event of contact with conductive material.

(11) Fuel trucks shall meet the dead man switch requirements as outlined in NFPA 407.

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 8 - FUEL SERVICING EQUIPMENT REQUIREMENTS (Continued)

(b) Equipment

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

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

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

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

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

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

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

(8) Operator shall provide locking devices for all filler ports on all fuel storage tanks.

(c) Markings

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

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

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

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

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

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DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 8 - FUEL SERVICING EQUIPMENT REQUIREMENTS (Continued)

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

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

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

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

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

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

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

(e) Fuel Servicing

(1) General

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

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

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

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

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DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 8 - FUEL SERVICING EQUIPMENT REQUIREMENTS (Continued)

(2) Rapid Refueling

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

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

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

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

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

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

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

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

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

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

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EXHIBIT 8 - FUEL SERVICING EQUIPMENT REQUIREMENTS (Continued)

(f) Fuel Quality Control Procedures

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

(1) Daily

(i) Check for and remove any water from fuel tanks. A water check will be performed each morning before the vehicle is moved, after every reloading of fuel, washing of equipment, and after a heavy rain or snowstorm.

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

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

(2) During Helicopter Fueling Process

(i) Check sight gauge for water, if equipped

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

(3) Weekly

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

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

(iii) Check condition of covers, gaskets, and vents.

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

(v) Inspect hoses for abrasions, separations, or soft spots. Weak hoses will be replaced.

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

(i) Condition (clean, clear, bright, etc.) of fuel sample at:

(A) Nozzle

(B) Filter Sump

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 8 - FUEL SERVICING EQUIPMENT REQUIREMENTS (Continued)

(C) Tank Sump

(ii) Flow rate in gallons per minute to the nearest 1/10 gallon

(iii) Filter change (reason & date)

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

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

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

(g) P25 Digital VHF-FM Mobile Radio

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

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

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

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

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

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

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 8 - FUEL SERVICING EQUIPMENT REQUIREMENTS (Continued)

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

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

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

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

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

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

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

SECTION C
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EXHIBIT 9 - OPERATIONS AND SAFETY PROCEDURES GUIDE FOR HELICOPTER PILOTS

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

Pilot operation briefings will emphasize the following areas:

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

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

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

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

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

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

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

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

CHIEF PILOT: _____ COMPANY: _____
Printed Name

CHIEF PILOT: _____ DATE: _____
Signature

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

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

VERTICAL REFERENCE GUIDELINES FOR HELICOPTERS USING A FIXED TANK WITH SNORKLE

The pilot shall demonstrate proficiency with the snorkel by:

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

OR

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

AND

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

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

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

CHIEF PILOT: _____ COMPANY: _____
Printed Name

CHIEF PILOT: _____ DATE: _____
Signature

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

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

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

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

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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

FOR CONTRACTS AWARDED 2013 - 2015 (CWN/Exclusive Use) – Effective May 16, 2014 (For Contracts Awarded 10/1/2013 and After)

COMPANY	AIRCRAFT TYPE	FUEL CONSUMPTION (gal/hr)	May 16, 2014 HOURLY FLIGHT RATE ($/HR)	LOAD CALCULATION Weight Reduction (lbs)
AGUSTA WESTLAND	AW 119 Koala	55	$1,263.63	230
	AW 139	129	$2,743.24	335
	EH 101	211	$5,234.30	Not Established
AEROSPATIALE	SA 315B	58	$1,839.57	180
	SA 316B	58	$1,854.17	170
	SA 318C	45	$1,719.55	80
	SA 319B	45	$1,722.60	150
	AS 330J	179	$4,685.33	500
	SA 332L1	160	$4,258.37	N/A
	SA 341G	45	$1,695.36	170
	AS 350B	45	$1,157.91	130
	AS 350BA	45	$1,146.74	130
	AS 350B1	46	$1,164.27	160
	AS 350B2	48	$1,159.75	160
	AS 350B3	50	$1,228.06	175
	AS 350D	38	$1,095.89	130
	AS-355F-1/355F-2	58	$1,437.86	140
	AS 365N1	87	$2,273.71	275
	EC 120	31	$846.49	Not Established
	EC 130B4	53	$1,167.33	Not Established
	EC 135	64	$1,426.43	220
	EC 145	80	$1,966.89	Not Established
	EC 155B1	95	$2,380.05	Not Established
	EC 225	183	$4,008.40	Not Established
BELL:	47/SOLOY	23	$725.42	120
	204B (UH-1 Series)	86	$1,856.04	200
	204 Super B	90	$1,884.24	200
	205A-1	88	$1,842.89	260
**REV 5-16-14	205A-1++	90	$1,851.28	260
	210	90	$1,851.28	260
	206B-II	25	$852.90	100
	206B-III	27	$872.29	130
	206L-1	32	$1,021.92	150
	206L-3/L-1 C30P	38	$1,063.48	180
	206L-4	38	$1,056.97	180
	212 Single (Eagle)	90	$1,963.39	260
	212/212HP	100	$2,143.66	390
	214B	160	$3,166.88	380
	214B1	145	$2,974.33	380
	214ST	133	$3,545.33	420
	222A	70	$2,171.63	Not Established
	222B	83	$2,263.27	Not Established
	222UT	83	$2,263.27	Not Established
	407	45	$1,185.06	155
	412	110	$2,297.46	390
	412HP	110	$2,268.86	390
	UH-1B	86	$1,821.87	N/A
	UH-1B Super	88	$1,835.97	NA
	UH-1F	88	$1,861.88	N/A
	UH-1H (13 engine)	88	$1,835.97	N/A
**REV 5-16-14	UH-1H (17 engine)	90	$1,851.28	N/A
	TH-1L	88	$1,835.97	N/A
BOEING:	BV-107	180	$4,215.67	N/A
	BV-234	405	$7,629.93	N/A
HILLER:	*SL-3/4	21	$679.94	90
	H-1100B	22	$865.02	130
	UH-12/Soly	23	$764.03	100
KAMEN:	H43-F	85	$1,712.99	N/A
	K-1200	86	$2,061.72	N/A
MBB:	BO105CBS	58	$1,417.38	180
	BK-117	77	$1,927.77	160
McDONNELL-	500C	23	$915.63	110
DOUGLAS:	500D/E	28	$942.48	120
	520N	32	$972.20	100
	530F	34	$1,015.58	120
	600N	41	$1,181.03	155
	900/902	69	$1,557.77	210
SIKORSKY	CH 53D	425	$7,508.28	N/A
	CH 54/S 64	525	$8,119.71	N/A
	S-55T	47	$1,235.37	170
	S-58D/E	83	$2,003.58	N/A
	S-58T/PT6T-3	115	$2,555.15	400
	S-58T/PT6T-6	115	$2,555.15	460
	H-3/S-61 All Series	170	$4,120.28	550
	S-62A	70	$1,465.77	300
	S-70	160	$4,004.03	N/A
	S-76C+	90	$2,469.39	Not Established
	S-92	178	$3,737.24	Not Established
AVERAGE GALLON PRICE:		**JET FUEL:**	**$5.72**	

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

Instructions
A load calculation must be completed daily. A new calculation is required when operating conditions change (± 1000' in elevation or ± 5ºC 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 2º C/1000' to estimate OAT.

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

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

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

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

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

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

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

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

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

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

10. GROSS WEIGHT LIMITATION – Enter applicable gross weight limit from Limitations section of the basic Flight Manual or the appropriate Flight Manual Supplement. This may be Maximum Gross Weight Limit for Take-Off and Landing, a Weight/Altitude/Temperature (WAT) limitation or a Maximum Gross Weight Limit for External Load (jettisonable). Limitations may vary for HIGE, HOGE and HOGE-J. Refer to Tech Bulletin No. 2011-03, dated September 14, 2011. Bulletins can be found at:
http://www.fs.fed.us/fire/av_safety/promotion/Technical_Bulletins/index.html

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

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

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

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

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

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

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

INTERAGENCY HELICOPTER LOAD CALCULATION OAS-67/FS 5700-17 (11/03)			**MODEL**	
			N#	
PILOT(S)			**DATE**	
MISSION			**TIME**	
1	**DEPARTURE**	**PA**	**OAT**	
2	**DESTINATION**	**PA**	**OAT**	
3	**HELICOPTER EQUIPPED**			
4	**FLIGHT CREW WEIGHT**			
5	**FUEL WT** (_____gallons X ___7___lbs per gal)			
6	**OPERATING WEIGHT** (3 + 4 + 5)			

		Non-Jettisonable		**Jettisonable**
		HIGE	**HOGE**	**HOGE-J**
7a	**PERFORMANCE REF** (List page/chart from FM)			
7b	**COMP GROSS WT** (Req for all Non-Jettisonable)			
8	**WT REDUCTION** (Req for all Non-Jettisonable)			
9	**ADJUSTED WEIGHT** (7b minus 8)			
10	**GROSS WT LIMIT** (FM Limitations Section)			
11	**SELECTED WEIGHT** (Lowest of 9 or 10)			
12	**OPERATING WEIGHT** ((From Line 6)			
13	**ALLOWABLE PAYLOAD** (11 minus 12)			
14	**PASSENGERS/CARGO MANIFEST**			
15	**ACTUAL PAYLOAD** (Total of all weights listed in item 14) Line 15 must not exceed Line 13 for the intended mission			
PILOT SIGNATURE				**HazMat**
MGR SIGNATURE				**Yes__ No__**

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

GENERAL		
Date:	Aircraft Make/Model:	N #:
Vendor:		
Pilot(s) Name(s):		
Card Expiration Date(s):		
Pilot(s) Carded For Intended Mission(s)? [ ] Yes [ ] No		
A/C Card Expiration Date:	A/C Carded For Intended Missions: [ ] Yes	[ ] No
Departure Base:	Departure Hobbs Reading:	Arrival Hobbs Reading:

Copy of Agreement on Board Aircraft: [ ] Yes [ ] No HazMat HB/Exemption/ERG: [ ] Yes [ ] No

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

CONDITION OF HELICOPTER		
Item	**OK**	**Document Inoperable Or Damaged Equipment (Dents, Tears, Leaks, Etc.)**
Skin and Exterior		
Windows		
Doors		
Upholstery		
Cargo Compartment		
Skids/Wheels		
Fixed Tank		
Other		
Comments:		

REQUIRED HELICOPTER EQUIPMENT INSTALLED AND OPERATIVE (CONSULT AGREEMENT)					
Item	**Yes**	**No**	**Item**	**Yes**	**No**
Seat Belts and Harnesses			Strobe Light(s)		
Hi-Visibility Paint on Main Rotor Blades			Survival Kit		
VHF-FM Radio			First Aid Kit		
VHF-AM 760 Channel			Fire Extinguisher(s)		
Auxiliary Radio Adapter			Cargo Hook		
GPS			Convex Mirror		
High Skid Gear			Buckets (Appropriate Sizes)		
Nine-Pin Connector (Type II and III Helicopters)			Anti-Theft Security Measures in Place		
Comments:					

REQUIRED SERVICE TRUCK EQUIPMENT INSTALLED AND OPERATIVE (CONSULT AGREEMENT)					
Item	**Yes**	**No**	**Item**	**Yes**	**No**
Spare Set of Filters			Filter Change Data Placarded		
Fire Extinguisher(s) Current Inspection			Bonding Cables		
Hazmat Marking and Placards			Fuel Quality Control Log		
Inspection Sticker			Absorbent Materials for Spills		
Beginning Odometer Reading:					
Comments:					

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

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EXHIBIT 15 - PERFORMANCE REPORT

☐ U.S. FOREST SERVICE INCIDENT SUPPORT BRANCH 3833 S. DEVELOPMENT AVE BOISE, IDAHO 83705-5354 Phone 208-387-5665 Fax 208-387-5384	☐ U.S. DEPARTMENT OF INTERIOR IBC ACQUISITION SERVICES 300 E MALLARD DR SUITE 200 BOISE, ID 83706 Phone 208-433-5026 Fax 208-433-5030	**EVALUATION REPORT ON** **CONTRACTOR PERFORMANCE** **”’’’’’CPARS Compatible Format”’’’’’** ***SOURCE SELECTION INFORMATION*** ***NOT FOR PUBLIC RELEASE (see FAR 3.104 & 42.1503)***

AGENCY / USER		**CONTRACT NO.**		
ADDRESS		**CONTRACTOR**		
CITY / STATE/ ZIP		**PERIOD OF PERFORMANCE**	FROM	TO
CONTRACT COR		**LOCATION OF PERFORMANCE**		

PROGRAM TITLE	**AIRCRAFT FLIGHT SERVICES**: ☐ AIRPLANE ☐ HELICOPTER ☐AIR TANKER ☐ OTHER – specify		
	AIRCRAFT TYPE		

CONTRACT EFFORT DESCRIPTION *(check all that apply)*	☐ EXCLUSIVE USE	☐ CALL WHEN NEEDED	
	☐ FIRE MANAGEMENT	☐ RESOURCE	☐MAINTENANCE
	☐ OTHER MISSION – specify:		

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

SEE PAGE 4 FOR EVALUATION RATINGS DEFINITIONS

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

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

COMMENTS:

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

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

COMMENTS:

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

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

COMMENTS:

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

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

COMMENTS:

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

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

COMMENTS:

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

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

COMMENTS:

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

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

COMMENTS:

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

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

COMMENTS:

9. Other Areas:

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☐ N/A	☐ Exceptional	☐ Very Good	☐ Satisfactory	☐ Marginal	☐ Unsatisfactory
10. Other Areas:					
☐ N/A	☐ Exceptional	☐ Very Good	☐ Satisfactory	☐ Marginal	☐ Unsatisfactory
11. Other Areas:					
☐ N/A	☐ Exceptional	☐ Very Good	☐ Satisfactory	☐ Marginal	☐ Unsatisfactory
12. Other Areas:					
☐ N/A	☐ Exceptional	☐ Very Good	☐ Satisfactory	☐ Marginal	☐ Unsatisfactory
Additional comments to support your response to any item above or other items (will not be posted on CPARS website)					
Name, Title of Individual Completing this Form (include agency, phone and electronic address)					
Signature					

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

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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		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON, D.C. 20210
Diane C. Koplewski Director	Division of Wage Determinations	Wage Determination No: 1995-0222 Revision No: 37 Date Of Revision: 12/22/2014

Nationwide: Applicable in the continental U.S. Alaska, Puerto Rico, Hawaii and Virgin Islands.

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

Nationwide: Applicable in the continental U.S. Alaska, Puerto Rico, Hawaii and Virgin Islands

Fringe Benefits Required Follow the Occupational Listing

Employed on U.S. Government contracts for aerial photographer, aerial seeding, aerial spraying, transportation of personnel and cargo, fire reconnaissance, administrative flying, fire detection, air taxi mail service, and other flying services.

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
31010 - Airplane Pilot		27.78
(not set) - First Officer (Co-Pilot)		25.29
(not set) - Aerial Photographer		13.88

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: $4.02 per hour or $160.80 per week or $696.79 per month

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

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

VACATION (Hawaii): 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HEALTH & WELFARE (Hawaii): $1.66 per hour, or $66.40 per week, or $297.73 per month hour for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be $4.02 per hour.

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

** UNIFORM ALLOWANCE **

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at http://www.dol.gov/whd/ and through the Wage Determinations On-Line (WDOL) website at http://wdol.gov/.

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE

Standard Form 1444 (SF-1444)

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)).
Such conforming procedure shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

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

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

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

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

Aerial Photographer
The aerial photographer must be skilled in reading flight maps, capable of assisting the pilot to adhere to flight lines, be able to level and operate a cartographic camera and its auxiliary equipment mounted in the aircraft so that the photographs that are taken will have the required forward lap and side lap for use in photogrammetric mapping equipment, and possess a working knowledge of aerial films and camera filters to insure proper exposure of the films.

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

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

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REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Diane C. Koplewski Division of Director Wage Determinations	Wage Determination No.: 1995-0221 Revision No.: 36 Date Of Last Revision: 2/3/2015

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

NATIONWIDE: Applicable in the continental U.S., Hawaii, Alaska, and American Samoa.
Alaska: Entire state.
American Samoa: Entire state
Hawaii: Entire state.
Midwestern Region: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, Wisconsin
Northeast Region: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont
Southern Region: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, West Virginia
Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming

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Fringe Benefits Required Follow the Occupational Listing

Employed on contracts for Fire Safety services only.

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01613 - Word Processor III		
Alaska		18.85
Continental U.S.		18.85
Hawaii and American Samoa		18.61
05000 - Automotive Service Occupations		
05190 - Motor Vehicle Mechanic		
Alaska		26.60
Hawaii and American Samoa		17.67
Midwestern Region		20.99

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

Northeast Region	19.71
Southern Region	18.36
Western Region	21.24
05220 - Motor Vehicle Mechanic Helper	
Alaska	19.24
Hawaii and American Samoa	13.60
Midwestern Region	13.61
Northeast Region	15.35
Southern Region	11.84
Western Region	14.39
07000 - Food Preparation And Service Occupations	
07010 - Baker	
Alaska	15.98
Hawaii and American Samoa	15.96
Midwestern Region	13.39
Northeast Region	15.20
Southern Region	10.94
Western Region	16.68
07041 - Cook I	
Alaska	13.77
Hawaii and American Samoa	13.43
Midwestern Region	9.84
Northeast Region	12.29
Southern Region	9.37
Western Region	11.22
07042 - Cook II	
Alaska	15.87
Hawaii and American Samoa	15.00
Midwestern Region	11.09
Northeast Region	13.85
Southern Region	10.57
Western Region	12.65
07070 - Dishwasher	
Alaska	11.79
Hawaii and American Samoa	12.92
Midwestern Region	7.97
Northeast Region	8.54
Southern Region	8.28
Western Region	8.59
07130 - Food Service Worker	
Alaska	12.02
Hawaii and American Samoa	11.96
Midwestern Region	9.40
Northeast Region	11.27
Southern Region	8.90
Western Region	9.78
07210 - Meat Cutter	
Alaska	19.61
Hawaii and American Samoa	19.03
Midwestern Region	16.52
Northeast Region	19.24

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

Southern Region	13.79
Western Region	18.05
12000 - Health Occupations	
12040 - Emergency Medical Technician	
Alaska	23.00
Continental U.S.	16.75
Hawaii and American Samoa	18.84
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	
Alaska	22.09
Hawaii and American Samoa	17.21
Midwestern Region	15.88
Northeast Region	15.51
Southern Region	13.13
Western Region	16.98
21150 - Stock Clerk	
Alaska	14.27
Hawaii and American Samoa	11.25
Midwestern Region	12.61
Northeast Region	12.44
Southern Region	12.08
Western Region	12.77
23000 - Mechanics And Maintenance And Repair Occupations	
23021 - Aircraft Mechanic I	
Alaska	28.01
Continental U.S.	28.81
Hawaii and American Samoa	28.95
23022 - Aircraft Mechanic II	
Alaska	29.08
Continental U.S.	29.55
Hawaii and American Samoa	30.14
23023 - Aircraft Mechanic III	
Alaska	30.67
Continental U.S.	30.89
Hawaii and American Samoa	31.63
23040 - Aircraft Mechanic Helper	
Alaska	21.96
Continental U.S.	21.66
Hawaii and American Samoa	20.90
23060 - Aircraft Servicer	
Alaska	24.54
Continental U.S.	24.72
Hawaii and American Samoa	24.26
23160 - Electrician, Maintenance	
Alaska	31.62
Hawaii and American Samoa	27.25
Midwestern Region	23.74
Northeast Region	25.44
Southern Region	20.29

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

Western Region	24.24
23440 - Heavy Equipment Operator	
Alaska	25.86
Hawaii and American Samoa	18.40
Midwestern Region	20.99
Northeast Region	19.71
Southern Region	18.36
Western Region	21.23
23470 - Laborer	
Alaska	15.69
Hawaii and American Samoa	15.23
Midwestern Region	12.77
Northeast Region	12.88
Southern Region	10.39
Western Region	12.06
23530 - Machinery Maintenance Mechanic	
Alaska	29.50
Hawaii and American Samoa	29.11
Midwestern Region	18.20
Northeast Region	19.03
Southern Region	14.42
Western Region	18.06
23580 - Maintenance Trades Helper	
Alaska	21.57
Hawaii and American Samoa	16.64
Midwestern Region	17.13
Northeast Region	16.00
Southern Region	14.41
Western Region	14.86
27000 - Protective Service Occupations	
27070 - Firefighter	
Alaska	11.95
Hawaii and American Samoa	9.74
Midwestern Region	7.79
Northeast Region	8.21
Southern Region	7.79
Western Region	8.21
30000 - Technical Occupations	
30210 - Laboratory Technician	
Alaska	23.13
Hawaii and American Samoa	22.00
Mid-Western Region	20.56
Northeast Region	19.02
Southern Region	20.91
Western Region	19.55
31000 - Transportation/Mobile Equipment Operation Occupations	
31030 - Bus Driver	
Alaska	21.70
Hawaii and American Samoa	14.09
Midwestern Region: 1 1/2 to 4 tons	17.88

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

Midwestern Region: over 4 tons	18.70
Midwestern Region: under 1 1/2 tons	13.38
Northeast Region: 1 1/2 to 4 tons	18.33
Northeast Region: over 4 tons	19.13
Northeast Region: under 1 1/2 tons	14.22
Southern Region: 1 1/2 to 4 tons	16.33
Southern Region: over 4 tons	16.94
Southern Region: under 1 1/2 tons	9.10
Western Region: 1 1/2 to 4 tons	16.84
Western Region: over 4 tons	17.31
Western Region: under 1 1/2 tons	10.60
31361 - Truckdriver, Light	
Alaska	20.31
Hawaii and American Samoa	11.11
Midwestern Region	13.38
Northeast Region	14.22
Southern Region	9.10
Western Region	10.60
31362 - Truckdriver, Medium	
Alaska	21.99
Hawaii and American Samoa	14.08
Midwestern Region	17.88
Northeast Region	18.33
Southern Region	16.28
Western Region	16.84
31363 - Truckdriver, Heavy	
Alaska	23.24
Hawaii and American Samoa	15.37
Midwestern Region	18.70
Northeast Region	19.13
Southern Region	16.94
Western Region	17.94
31364 - Truckdriver, Tractor-Trailer	
Alaska	24.48
Hawaii and American Samoa	15.57
Midwestern Region	22.23
Northeast Region	19.26
Southern Region	17.80
Western Region	18.31
47000 - Water Transportation Occupations	
47021 - Cook-Baker/Second Cook/Second Cook-Baker/Assistant Cook	
Alaska	15.80
Hawaii and American Samoa	15.00
Midwestern Region	11.09
Northeast Region	13.85
Southern Region	10.56
Western Region	12.65
92000 - Non Standard Occupations	
(not set) - Quality Assurance Representative I	

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

Alaska	19.64
Hawaii and American Samoa	20.18
Midwestern Region	17.68
Northeast Region	18.67
Southern Region	19.36
Western Region	17.81
(not set) - Quality Assurance Representative II	
Alaska	25.69
Hawaii and American Samoa	23.98
Midwestern Region	21.81
Northeast Region	23.17
Southern Region	20.48
Western Region	21.59
(not set) - Quality Assurance Representative III	
Alaska	27.33
Hawaii and American Samoa	26.10
Midwestern Region	25.67
Northeast Region	27.28
Southern Region	24.22
Western Region	25.89
(not set) - Chief Cook	
Alaska	20.99
Hawaii and American Samoa	25.16
Midwestern Region	18.51
Northeast Region	22.40
Southern Region	16.96
Western Region	20.61
(not set) - Environmental Protection Specialist	
Alaska	33.11
Hawaii and American Samoa	30.62
Midwestern Region	27.85
Northeast Region	33.40
Southern Region	28.36
Western Region	29.33
(not set) - Fire Safety Professional	
Alaska	33.09
Hawaii and American Samoa	30.65
Midwestern Region	27.85
Northeast Region	33.40
Southern Region	28.36
Western Region	29.33
(not set) - Aircraft Quality Control Inspector	
Alaska	29.30
Continental U.S.	30.12
Hawaii and American Samoa	30.28
99000 - Miscellaneous Occupations	
99730 - Refuse Collector	
Alaska	11.60
Hawaii and American Samoa	10.72
Midwestern Region	9.91
Northeast Region	11.32

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

Southern Region	7.79
Western Region	9.65

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $4.02 per hour or $160.80 per week or $696.79 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

VACATION (Hawaii): 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HEALTH & WELFARE (Hawaii): $1.66 per hour, or $66.40 per week, or $297.73 per month hour for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be $4.02 per hour.

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at http://www.dol.gov/whd/ and through the Wage Determinations On-Line (WDOL) website at http://wdol.gov/.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE

Standard Form 1444 (SF-1444)

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedure shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

** OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS **

Aircraft Quality Control Inspector

Develops and implements quality control and ground safety programs to ensure compliance with contract specifications. Inspects and verifies proper completion and documentation of safety and flight discrepancies. Briefs and debriefs pilots and crew members assigned to functional check flights. Evaluates personnel, including verification of skills, training and experience. Performs audits and inspections of work centers and ongoing maintenance actions, procedures, equipment and facilities. Monitors timeliness and applicability of aircraft maintenance technical data and technical library. Reviews maintenance source documents, aircraft inspection records, notes recurring discrepancies or trends and initiates appropriate action. Manages the material deficiency and technical order improvement program. Reviews engineering investigation requests. Initiates and reviews quality deficiency reports, technical deficiency reports and hazardous material reports, ensuring that they are accurate, clear, concise and comprehensive. Receives aircraft and explosive mishap reports and studies them for applicability. Oversees aircraft weight and balance program. Conducts safety inspections, training and drills.

Chief Cook

Directs and participates in the preparation and serving of meals; determines timing and sequence of operations required to meet serving times; inspects galley/kitchen unit and equipment for cleanliness and proper storage and preparation of food. Many plan or assist in planning meals and taking inventory of stores and equipment.

Environmental Protection Specialist

Environmental protection specialist positions require specialized knowledge of the principles, practices, and methods of program or administrative work relating to environmental protection programs. This entails (1) an understanding of the philosophy underlying environmental regulation; (2) knowledge of environmental laws and regulations; (3) knowledge of the planning, funding, organization, administration, and evaluation of environmental programs; (4) practical knowledge of environmental sciences and related disciplines, the effects of actions and technology on the environment, the means of preventing or reducing pollution, and the relationship between environmental factors and human health and well-being; and (5) practical knowledge of important historic, cultural, and natural resources (including land, vegetation, fish, wildlife, endangered species, forests) and the relationship between the preservation and management of these resources and environmental protection. Environmental protection specialists apply specialized knowledge of one or more program or functional areas of environmental protection work, but do not require full professional competence in environmental engineering or science.

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION (Continued)

Fire Safety Professional

The Fire Safety Professional works to control and extinguish fires, rescue persons endangered by fire, and reduce or eliminate potential fire hazards. It also controls hazardous materials incidents, provides emergency medical services, trains personnel in fire protection and prevention, operates fire communications equipment, develops and implements fire protection and prevention plans, procedures, and standards and, advises on improvements to structures for better fire prevention.

Quality Assurance Representative I

A Quality Assurance Representative I independently inspects a few standardized procedures, items or operations of limited difficulty. A Quality Assurance Representative I's assignments involve independent record keeping and preparation of reports, inspection and testing, interpretation of plans and specifications and observation of construction activities to check adherence to safety practices and requirements. Quality Assurance Representative I's maintain work relationships with contractor supervisory personnel. Contacts involve obtaining information on sequence of operations and work methods, explaining standard requirements of plans and specifications, and informing the contractor of inspection results.

Quality Assurance Representative II

A Quality Assurance Representative II independently inspects a wide variety of standardized items or operations requiring a substantial knowledge of the method and techniques of construction inspection and of construction methods, equipment, materials, practices and the ability to interpret varied requirements in drawings and specifications. Quality Assurance Representative II's obtain information on schedules and work methods and explain requirements of plans and specifications. They make suggestions to the contractor concerning well-established acceptable methods and practices to assist the contractor in meeting standard requirements. Quality Assurance Representative II's are typically not authorized to approve deviations in construction plans, methods and practices even of a minor nature.

Quality Assurance Representative III

A Quality Assurance Representative III is expected to interpret plans and specifications relating to construction problems of normal difficulty, that is, those for which there are precedents and those without unusual complications. Quality Assurance Representative III's resolve differences between plans and specifications when such differences do not involve questions of cost or engineering design. Engineering and supervisory assistance is readily available and is provided as needed to assist in interpreting plans and specifications and in resolving differences involving complex problems. Technical assistance is also available on unusual specialized trade, crafts or materials problems. Inspection reports are reviewed for accuracy, completeness and adequacy. Unusually difficult and novel problems are discussed with the supervisor. Quality Assurance Representative III's are typically authorized to approve minor deviations in construction methods and practices which conform to established precedents, do not involve added costs, and are consistent with contract plans and specifications. Decisions by Quality Assurance Representative III's on the acceptability of construction methods and practices, workmanship, materials, and the finished product are considered to be final.

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 17 - RESERVED

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

AMD-60B (12/06) / FS-5700-20b (pending)

CONTRACTOR'S VERIFICATION OF INDIVIDUAL HELICOPTER PILOT REQUIREMENTS AND EXPERIENCE FOR INITIAL INTERAGENCY APPROVAL

Note: *This form is required prior to initial (first-time) approval/carding. This form is not for pilots previously approved or carded by the USDA Forest Service or DOI, NBC Aviation Management (formerly Office of Aircraft Services).*

The Contractor must ensure that a pilot who is presented for initial carding meets all requirements as outlined in the agreement'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 0r AMD Form 64B***, Interagency Helicopter Pilot Qualifications and Approval Record, prior to approval needs to be verified as accurate by the Contractor. The information submitted is subject to verification by an interagency pilot inspector.

Date(mm/dd/yyyy):

Company's name:

Pilot's name:

Pilot's total helicopter pilot-in-command hours (verified from pilot's logbook or permanent record):

Pilot's information and flight time/experience as submitted for initial carding on AMD-64B or FS-5700-20a verified as accurate? Check if yes: □

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 C
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EXHIBIT 18 - CONTRACTOR'S VERIFICATION OF INDIVIDUAL HELICOPTER PILOT REQUIREMENTS AND EXPERIENCE FOR INITIAL INTERAGENCY APPROVAL (C-12 (c) (9), C-20 (i) (2))

EXHIBIT 19 - "ON CONTRACT" PILOT OPERATIONAL TRAINING (C-10 (a) (3)

Pilot "operational training" may be accomplished "on contract" provided the following criteria are met.

(a) Training is conducted in a Type 1 or 2 helicopter.

(b) Training shall not interfere with the Scope of the Contract (government will determine what constitutes interference). Note: Will be reviewed at pre-work conference.

(c) Training may be suspended or terminated by the government at any time.

(d) Contractor shall be responsible for all travel, per diem, and wage expenses of trainee pilots.

(e) Contractor has an OAS / USFS approved "Pilot Operational Training Plan".

(f) Contractor shall maintain "On Contract" training records documenting all phases of pilot training.

(g)Training shall be accomplished only by an interagency approved "Pilot Trainer" meeting the following criteria:

(1) Has held an interagency pilot card for a minimum of 5 of the last 7 years.

(2) Holds a current and valid Interagency Pilot Card endorsed for all missions in which training is to be provided.

(3) Holds a current and valid Interagency Pilot Card endorsed "Designated Pilot Trainer".

(4) Training Pilots are authorized to conduct training only for pilots holding an Interagency Pilot Card for the same designated contractor and endorsed "**Trainee Only**".

(5) Training Pilots qualifications may be revoked at the government's discretion.

(h) "Trainee" pilots shall meet the following criteria:

(1) Meets all flight hour requirements* as outlined in C-12.D (with the following exceptions):

(i) Operational Training flight hours may be used to satisfy all but the initial10 hours of the required flight hours for "Weight Class".

(ii) Operational Training flight hours may be used to satisfy all but the initial10 hours of the required flight hours for "Make and Model".

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 19 - "ON CONTRACT" PILOT OPERATIONAL TRAINING (C-10 (a) (3)) (Continued)

(iii) Operational Training flight hours may be used to satisfy the required flight hours for "Mountain Flying - Make and Model".

(iv) Operational Flight Training will not be used to accomplish the contractually required 10 flight hours of long-line training.

(2) Holds a Type Rating for any aircraft requiring a Type Rating; a current and valid FAR 61.58 proficiency check for aircraft requiring more than one flight crewmember; a current and valid FAA Form 8410-3 for any aircraft listed on the contractors Part 135 Certificate; or a current Equipment Check Endorsement for Standard Category aircraft offered as Limited Use or Restricted Category aircraft.

(Note: provide all applicable documents)

(3) Has submitted all required pilot carding documentation as outlined in C-20.

(4) Holds a current and valid Interagency Pilot Card with the endorsement "Trainee Only".

(5) Has completed a minimum of 10 flight hours in the last 90 days in an aircraft of the make, model, and series in which to be trained.

(6) "Trainee" pilots will be authorized to receive training in all missions the Pilot Trainer is endorsed to perform.

(7) "Trainee" pilots will be authorized to receive training in no more than one aircraft make and model per calendar year (01/01 thru 12/31).

(h) Contractors awarded up to three items on this Exclusive Use Solicitation may be authorized two "Pilot Trainer": If awarded four or more items, contractor may be authorized four "Trainers".

(i) Contractors will be authorized two "Trainee" pilots per "Pilot Trainer" at any time.

(j) Contractors shall submit training records and a formal request recommending the "Trainee" pilot for evaluation. The Pilot Trainer shall have verified that the trainee has met all contract minimum flight hour requirements and that the trainee is proficient in all special use missions for which they are to be evaluated.

SECTION C
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EXHIBIT 20 - AIRCRAFT MECHANIC (HELICOPTER) QUALIFICATION FORM (C-12 (h) (5))

U.S. Department of Agriculture - Forest Service

AIRCRAFT MECHANIC (HELICOPTER)

Agreement No. _____

Name _____ Date of Birth _____

Employer _____ Office Phone _____

FAA Certificates: Type _____ No. _____ Date Issued _____

Total Years Experience _____ Total Years Experience as Licensed Mechanic _____

Record of Special Training (Factory Schools, etc.)

Name of Course	Location	Year Attended

Record of Past Performance (Previous Three Years)

Dates	Location	Employer/Supervisor	Phone No.

Record of maintaining helicopters Under Field Conditions:*

Dates	Location (Designated Base)	Type of Agreement	Type Helicopter

* "Field Condition" is defined as maintaining the helicopter away from the contractor's base of operation with minimal supervision

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 20 - AIRCRAFT MECHANIC (HELICOPTER) QUALIFICATION FORM (C-12 (h) (5)) (Continued)

I certify that the information listed by me on this form is true and correct summary of my aircraft maintenance experience. I have read the Maintenance Section of this agreement and understand the terms and conditions.

_____	_____
Date	**Mechanic Signature**
_____	_____
Date	**Company Representative**

- - - -

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 21 - WEIGHT AND BALANCE FORM (EXAMPLE) (B-3, C-5 (a) (15 & 17))

Form A : List of approved equipment (EXAMPLE)						**Date Weighed**		**Date Weighed**	
						9/15/2009			
Page	**A/C Make, Model, Series**	**Registration Number**			**Serial Number**				
1 of 1	Bell 205A -1	N12345			66666	In A/C	ON 'C' Chart	In A/C	ON 'C' Chart
Location and Description of Item		**Weight**	**Arm**	**Moment**	**Lat. Arm**	**Lat. Moment**				
Fuselage:										
Ballast		25.3	+ 8.5	215.1	+ 3.4	86	X			
Battery		52.5	+ 8.5	446.3			X			
Wire Strike kit upper and lower							O			
Pulse light kit							X			
Strobe							X			
Cargo Hook							X			
Cabin:										
Instruments										
Radios										
Automated Flight Following										
Seats										
Engine Deck:										
Rotor brake							X			
T-53 engine							X			
212 Rotor assy							X			
Tail:										
Fast Fin							X			
Strake Kit							X			
212 Tail Rotor Assy							X			
Strobe Light							X			
Removable Equipment:										
Fill Pump								C		
Rappel Kit								C		
Survival Kit								C		
First Aid Kit							X			
Fire Tank		395.2	+ 125	49400				C		

X: Item was on the aircraft at the time aircraft was weighed or is included in the basic weight
O: Item was off the aircraft at the time aircraft was weighed or is not included in the basic weight.
C: Item is on Form C when installed.

EXAMPLE

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 21 - WEIGHT AND BALANCE FORM (B-3, C-5 (a) (15 & 17)) (Continued)

Form A : List of approved equipment						**Date Weighed**		**Date Weighed**	
Page	**A/C Make, Model, Series**	**Registration Number**			**Serial Number**				
Location and Description of Item		**Weight**	**Arm**	**Moment**	**Lat. Arm**	**Lat. Moment**	In A/C	ON 'C' Chart	In A/C	ON 'C' Chart

X: Item was on the aircraft at the time aircraft was weighed or is included in the basic weight
O: Item was off the aircraft at the time aircraft was weighed or is not included in the basic weight.
C: Item is on Form C when installed.

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 21 - WEIGHT AND BALANCE FORM (B-3, C-5 (a) (15 & 17)) (Continued)

Form B : Aircraft Weighing Record (EXAMPLE)

Make, Model, Series	Registration Number	Serial Number	Date
Bell, 205A -1	N12345	66666	9/15/2009
Datum is	**Leveling Means**	**Weighing Procedures References**	**Scale Location**
7.60" aft of cabin nose	Plumb line from top of left main door frame	CFR, part 29 / OEM Maint. Manual chapter 8 / Type Certificate DS	Jack points

Scale Readings

Scale		Reading	Tare	Net Weight	Long. Arm	Moment	Lat. Arm	Moment
Left Front or Nose		1478	0	1478	+ 61.69	91177.8	- 30	44340
Right Front		1116	0	1116	+ 61.69	68846.1	+ 30	33480
Left Aft or Tail		1215	0	1215	+ 211.58	257069.7	- 30	36450
Right Aft		1974	0	1974	+ 211.58	417658.9	+ 30	59220
	Basic Weight		**Total**	5783	144.46	834752.5	2.06	11910

Fluids (Fuel & Oil and Etc) at Time of Weighing

	Full	Defueled	Drained
Fuel		X	
Oil Engine	X		
Oil Transmission	X		
Oil Tail Gearboxes	X		
Hydraulic Fluid	X		

Notes

Oil and unusable fule in basic weight

Items Weighed not part of Basic Weight

Item	Weight	Arm	Moment
Useable fuel (if full)	1457.5	+ 150.4	219208
Total (--)	1457.5		

Items not Weighed but part of Basic Weight

Item	Weight	Arm	Moment
Unusable fuel (if drained)	16.5	+ 144	3276
Total (+)			

			CG	Moment
Adjusted Basic Weight of Aircraft as Weighed				
Total Basic Weight of Aircraft as Weighed		5783	**Longitudinal EW. CG**	+ 144.46	834752.5
			Lateral EW CG	+ 2.06	11910

Aircraft Weighed By

Print Name :

Signature :

Certificate Type and Number :

Scales

Type :

Serial Number :

Calibration Date :

EXAMPLE

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 21 - WEIGHT AND BALANCE FORM (B-3, C-5 (a) (15 & 17)) (Continued)

Form B : Aircraft Weighing Record

Make, Model, Series	Registration Number	Serial Number	Date
Datum is	**Leveling Means**	**Weighing Procedures References**	**Scale Location**

Scale Readings

Scale		Reading	Tare	Net Weight	Long. Arm	Moment	Lat. Arm	Moment
Left Front or Nose								
Right Front								
Left Aft or Tail								
Right Aft								
	Basic Weight		**Total**					

Fuel & Oil at Time of Weighing	Full	Defueled	Drained
Fuel			
Oil Engine			
Oil Transmission			
Oil Tail Gearboxes			
Hydraulic Fluid			

Notes

Items Weighed not part of Basic Weight	Weight	Arm	Moment
Total (--)			

Items not Weighed but part of Basic Weight	Weight	Arm	Moment
Total (+)			

Adjusted Basic Weight of Aircraft as Weighed		
Total Empty Weight of Aircraft as Weighed		

	CG	Moment
Longitudinal EW. CG		
Lateral EW CG		

Aircraft Weighed By
Print Name :
Signature :
Certificate Type and Number :

Scales
Type :
Serial Number :
Calibration Date :

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 21 - WEIGHT AND BALANCE FORM (B-3, C-5 (a) (15 & 17)) (Continued)

Form C : Weight & Balance Running Total (EXAMPLE)

el, Series	Registration Number	Serial Number		Page Number
1	N12345	66666		1 of ?

Date mm/dd/yyyy	Description of Item	Weight Change						Current Total Equipped Weight		
		Added (+)			Removed (--)					
		Weight	Arm	Moment	Weight	Arm	Moment	Weight	CG	Mom
	Aircraft as weighed							**5783**	+ 144.46	
	Survival Kit	50.5	+ 200	10100				**5833.5**		
	Rappel Mount kit	38.2	+ 100	3820				**5871.7**		
	Sorenson Tank and Snorkel	389.6	+ 125.5	48894.8				**6261.3**		
	Fire Shelter	8.0	+ 70.6	564.8				**6269.3**		
	Cleaning Supplies/Xtra Oil	20.0	+ 280.5	5610				**6289.3**		
	Ladder	10.0	+ 285.4	2854				**6299.3**		
	Log Books	7.0	+ 73.1	511.7				**6306.3**		
	Tool Box	25.0	+ 280.9	7022.5				**6331.3**	+ 144.40	

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 21 - WEIGHT AND BALANCE FORM (B-3, C-5 (a) (15 & 17)) (Continued)

Form C : Continuous History of Equipped Weight After Weighing

Make, Model, Series	Registration Number	Serial Number		Page Number

Date mm/dd/yyyy	Description of Item	Weight Change						Current Total Equipped Weight		
		Added (+)			Removed (--)					
		Weight	Arm	Moment	Weight	Arm	Moment	Weight	CG	Moment

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 22 - RESERVED

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 23 - PERFORMANCE BY GOVERNMENT-FURNISHED PILOT (B-14)

(a) **General**

(1) The following provisions shall apply to the performance of work under the contract, on an intermittent and short term basis, when the utilization of a qualified Government pilot is authorized by the Contractor. All other provisions not expressly changed herein continue to apply.

(2) Qualified Government Pilots may operate Contractor aircraft on a case by case basis, upon written approval of the Regional Aviation Officer (RAO) and the CO.

(3) Government pilot operations will be in compliance with the USDA Forest Service Manual (FSM) 5700 or Department of the Interior, Departmental Manual (DM), Parts 350-354 Aviation Management and Title 14, Part 91 of the CFR, including those portions that apply to civil aircraft except as noted in the agency manuals. It is not intended that Government pilots meet all requirements of C-12.

(4) Appropriate records to establish the qualifications and experience of the Government pilot will be furnished to the Contractor upon request.

(5) The Contractor may conduct check rides and/or training of Government pilots for familiarization in the Contractor's helicopters. The cost of check rides and flight training, if required, will be borne by the Government.

(6) Approval of a Government pilot to perform work under the contract rests solely with the Contractor.

(7) The clause Loss, Damage, or Destruction, is applicable to this contract when the Contractor authorizes performance by a Government pilot.

(8) The payment provisions of the contract remain unchanged.

(9) Shall not function as Contractor’s scheduled relief pilot.

(b) **Loss, Damage, or Destruction**

(1) The Contractor shall indemnify and hold the Government harmless from any and all losses or damage to the aircraft furnished under this contract except as delineated below. For the purpose of fulfilling the contractor’s obligation under this clause, the Contractor shall procure and maintain during the term of this contract, and any extension thereof, hull insurance meeting FAA requirement, acceptable to the Contracting Officer (CO). The Contractor’s insurance coverage shall apply to pilots furnished by the Government to operate this aircraft. The contractor shall procure and maintain during the term of this contract, and any extension thereof, aircraft public liability insurance in accordance with 14 CFR, Parts 198 and 205. **The parties names insured under the policies shall be the Contractor and the United States of America**. The Contractor may request a list of Government pilots, by name, and qualifications for potential pilots from the CO.

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 23 - PERFORMANCE BY GOVERNMENT-FURNISHED PILOT (B-14) (Continued)

(2) Prior to the commencement of work hereunder, the Contractor shall furnish the CO with a copy of the insurance policy or policies or a certificate of insurance issued by the underwriter(s) showing that the coverage required by this clause has been obtained.

(3) Each policy or certificate evidencing the insurance shall contain an endorsement that provides that the insurance company will notify the CO thirty (30) days prior to the effective date of any cancellation or termination of any policy or certificate or any modification of a policy or certificate that adversely affects the interest of the Government in such insurance. The notice shall be sent by registered mail and shall identify this contract, the name and address of the Contracting Officer, the policy, and
the insured. The Contractor, prior to commencement of work, shall submit to the Contracting Officer one copy of the insurance policy, or confirmation from the insurance company, certifying that the coverage described in this clause has been obtained.

(4) If the aircraft is damaged or destroyed while in the custody and control of the Government, the maximum liability to the Government shall not exceed the Contractor's deductible (if any) stipulated in the insurance coverage. The Contractor's deductible as stipulated in the insurance coverage shall not exceed:

(i) In-Motion Accidents - Up to 5% of the current insured value of the aircraft as stated in the policy.

(ii) Not In-Motion Accidents – Up to $1,000.00 per accident.

(5) Such reimbursement shall not be made; however, for loss or damage to the aircraft resulting from (1) normal wear and tear, (2) negligence or fault in maintenance of the aircraft by the Contractor, or (3) defect in construction of the aircraft or a component thereof.

(6) If damage to the aircraft is established to be the fault of the Government, availability payments will be made to the Contractor during the repair period. The Government may, at its option, make necessary repairs or return the aircraft to the Contractor for repair. In the event the aircraft is lost, destroyed, or damaged so extensively as to be beyond repair, no rental payment will be made to the Contractor thereafter.

(7) The contractor shall use every precaution necessary to prevent damage to public and private property. The Contractor shall be responsible for all damage to property and to persons, including third parties that occur as a result of their or their agent's or employee's fault or negligence. The term "third parties" is construed to include employees of the Government. The Contractor may be otherwise insured by a combination of primary and excess policies. Such policies must have combined coverage equal to or greater than the combined minimums required.

SECTION C
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EXHIBIT 23 - PERFORMANCE BY GOVERNMENT-FURNISHED PILOT (B-14) (Continued)

(8) Any failure to agree as to the responsibility of the Contractor under this clause shall, after a final finding and determination by the CO, be considered a dispute within the meaning of the “Disputes” clause of this contract.

(9) The Government shall not be liable for damages to contractor equipment or personnel provided under this contract except for damages caused by Government personnel acting within the scope of their official duties as compensable under the Federal Tort Claims Act, 28 U.S.C. 2671-2680.

SECTION C
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EXHIBIT 24 - FAA OVER WATER KIT (B-12)

(a) **Weather guidelines:** Ceiling of 500 feet and visibility of three miles offshore.

(b) **Personal Protective Equipment:**

(1) Flotation/survival vests shall be worn by all occupants when flying beyond power-off gliding distance to shore.

(2) A flotation/survival vest shall be provided by the Contractor for each seat available in the helicopter. The contents of this vest shall be as follows:

(i) Dual inflation bladders TSO-C13c or equal.

(ii) Water activated light attached to vest TSO-C85.

(iii) Dye marker.

(iv) Whistle or other Coast Guard-approved noise device.

(v) Mirror for signaling.

(3) A flotation/survival vest shall be provided by the contractor for the pilot. The contents of this vest shall be as follows:

(i) All the contents of subsection 2 above.

(ii) One FAA-approved 406 MHz Emergency Locator Transmitter (ELT), Coast Guard-approved 406 MHz Emergency Position Indicating Radio Beacon (EPIRB), or FCC-approved 406 MHz Personal Locator Beacon (PLB). This shall be of a size that allows the ELT/EPIRB/PLB to be carried on the flotation/survival vest and shall not impede egress from the aircraft.

(iii) Two smoke markers for daytime distress signaling.

Note: The flotation/survival vests used satisfactorily in the past have been assembled from components (i.e., durable nylon mesh vest with an inner flotation device; pockets available in the vest allowed for required equipment storage, etc.) available from a variety of marine survival equipment suppliers.

(c) **Life Raft:** A double chamber life raft(s) shall be provided for each helicopter with a "rated capacity" equal to the seating capacity of the aircraft (pilot and passengers).

Note: Personal Locator Beacon (PLB) with same specifications in (b) (3) (ii) above shall be provided by the government for all passengers.

SECTION C
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EXHIBIT 25 - LITTER KIT PROVISIONS AND LITTER (B-12)

Litter Kit must be designed to facilitate rapid conversion of the helicopter to an air ambulance configuration. The Litter Kit shall provide for transporting one or two litter patients as well as one or two attendants. The kit shall consist of a minimum one folding litter and support structure, attaching hardware, and one special door. The special door shall incorporate provisions for quick installation which will permit high speed and/or long distance transportation of patients and attendants in comfort.

Included in the kit may be a basic shape door window glass panels for quick interchange with a bubble glass panel for normal operation.

Operations:

With litters installed, operations must be conducted in accordance with the rotorcraft flight manual supplement.

Equipped Weight and Gross Weight Limitations:

Equipped weight of the helicopter with kit and litter shall be computed and listed on the running weight charts. Center of Gravity Limitations:

Before each flight with a liter patient a weight and balance shall be computed.

SECTION C
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EXHIBIT 26 - AERIAL IGNITION (B-12)

Contracted Aerial Ignition Services

Some geographic areas have private vendors who own and operate aerial ignition systems. When an agency opts to use contractor equipment only or contractor provided aerial ignition personnel with their equipment, the following guidelines shall be observed:

The Vendor shall comply with all applicable federal, state, local laws and the Interagency Aerial Ignition Guide (IAIG). The IAIG is available @ www.blm.gov/nifc/st/en/prog/fire/Aviation/Airops/iaig.html.

(a) Flight service contractors who wish to obtain approval for use of an aerial ignition system that is not listed in Chapter I, Section V of the Interagency Aerial Ignition guide and will be used only by agreement personnel shall:

(i) Submit a request through a sponsor to the appropriate agency/bureau Interagency Aerial Ignition Working Group (IAIWG) representative.

(ii) Make the equipment available to the Interagency Aerial Ignition Working Group for a technical review and evaluation.

(iii) Make arrangements through the Working Group for flight testing of the equipment.

(iv) Ensure that only agreement personnel operate the equipment when used for agreement operations.

(iii) Ensure the approved equipment is included as a listed item on the agreement.

While use of approved aerial ignition systems is recommended, contractors working under end use agreements do not need to use the aerial ignition systems listed in Chapter I, Section V of this guide or have their systems evaluated by the IAIWG.

(b) The user unit must ensure that the contractor has been awarded a agreement or a modification has been made to an existing procurement document that includes provisions for contracted aerial ignition services and that the equipment has been approved. The Helicopter Manager will assure that contracted aerial ignition services will be conducted in accordance with the procurement document. The agreement must be accompanied by an approval letter from the IAIWG.

(i) The requesting unit will provide information to assist the Contractor in planning for equipment, personnel, supply needs, location of burn and burn objectives. This information will include approximate acreage (overall/acres per day), time and dates of proposed burn, location and directions to the burn area, supplies and equipment to be provided by the agency, agency contact names and phone numbers, local support equipment sources and phone numbers (bulk fuel providers, motels, etc).

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 26 - AERIAL IGNITION (B-12) (Continued)

(ii) The Government will provide at the job-site: pad marker(s), wind indicator(s), fire shelter for pilot, crash rescue kit, evacuation kit, and 40BC fire extinguisher(s) (as per Interagency Helicopter Operations Guide IHOG).

(iii) A Government Helitorch Manager (HTMG) is a required position and will be provided by the ordering agency unit, and be on site, for all agreement helitorch operations to perform functions listed in the IAIG.

(iv) The Contractor shall have a written standard operating plan (SOP) outlining duties and responsibilities for Contractor personnel, equipment and mixing/operating procedures for Contractor operations. The SOP and a copy of Contractor employee qualifications and training documentation shall be made available for review by the Government Helitorch Manager upon arrival to the job-site and prior to the start of agreement work.

(v) The Helitorch Manager will inform the Contractor Helitorch Mixing Crew of gel fuel needs, in gallons, throughout the duration of the burn.

(vi) Gelled fuel deemed unacceptable by the Burn Boss or Helitorch Manager and any residual waste product shall be disposed of at an approved hazardous waste disposal site or, with the Helitorch Managers and BurnBoss approval, by incineration within the burn area.

(c) Any deviation from established standard operating procedures or policy requires authorization by the regional aviation officer or state aviation manager.

(d) The user unit must submit a written Project Aviation Safety Plan (PASP)/Special Use Mission Plan (reference example PASP in Appendix B) as outlined in the IHOG (Ch 3) to the appropriate region, state, or agency aviation manager.

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 27 - RESERVED

SECTION C
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EXHIBIT 28 - PUBLIC AIRCRAFT OPERATIONS

This Exhibit serves as notice that you may be conducting Public Aircraft Operations (PAO) while under contract to the United States Forest Service (USFS). Flights ordered and conducted under this contract may be considered Public Aircraft Operations.

After contract award, the contractor/company is responsible for providing the following information to the Federal Aviation Administration Flight Standards District Office that your 133, 135 and/or 137 Certificates are issued by. In addition, a copy of this document is required to be carried in each aircraft listed below.

Civil Operator: Name your Certificates are Held Under

Aircraft Type (Fixed-Wing or Helicopter): Make/Model/Series

Name of Aircraft Owner: Name on Aircraft Registration

Aircraft Registration Number(s): N Number(s) of Aircraft on Contract

Contract Number: AG-XXXX-X-XX-XXXX

Contract Type and Service: *EU/CWN, Airtanker/Helicopter/Light FW, etc. Services*

Date of Contract: Contract Award Date

Date of Proposed First Flight as a PAO: Effective Date of Contract

Date PAO Declaration Expires: This date should be the final day of the contract period of performance – including the base period of the contract plus all possible option years.

Public Aircraft Operations are being conducted under contract by: *U.S. Forest Service, 1400 Independence Avenue SW, Washington DC 20250*

Acquisition Management Official: XX, Contracting Officer, XXX@fs.fed.us or (XXX) XXX-XXXX

Government Official Making PAO Flight Determinations: Art Hinaman, Assistant Director of Aviation, awhinaman@fs.fed.us or (202) 205-1505.

Please contact Art Hinaman, Assistant Director of Aviation at awhinaman@fs.fed.us or (202) 205-1505 or with comments or questions regarding the PAO declaration.

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EXHIBIT 29 - VENDOR-CONTRACTOR QA/EVALUATION/SAFETY CHECKS

Type 1 aircraft are authorized to utilize an aircraft seat (non-pilot station) to conduct evaluations on company pilots for the purpose of Quality Assurance, CRM/Safety evaluations while on an operational mission. Type 2 aircraft are authorized to utilize a pilot position to conduct the above evaluations.

Restrictions are as follows:

(a) Limited to 1 (one) fuel cycle per crew on an operational mission.

(b) Must meet PPE and Fire Shelter requirement.

(c) Jump seat must be an FAA approved seat with approved restraint system.

(d) A minimum of 24 hours' notice must be given to the Helicopter Manager/COR. The COR/Helicopter Manager will have the final approval authority.

(e) The only authorized personnel to conduct evaluations are; Chief Pilots, Chief flight instructors, Company Safety managers. If they have access to flight controls (Type 2) they are restricted from flying the aircraft unless they have a current interagency card. Companies will submit the names of the personnel that are in these positions to the National Helicopter Standardization Pilot for approval.

(f) Evaluation program must be addressed in the company's SMS or operations specs and include procedures for addressing summary of findings/mitigations.

(g) Relief pilot safety orientation flight is authorized provided the flight is an operational mission, is limited to 1 (one) fuel cycle and will be counted as a duty day.

(h) An end of season summary of findings will be provided to the National Helicopter Standardization Pilot or National Helicopter Program Manager.

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 30 - RESERVED

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 31 - SAFETY MANAGEMENT SYSTEM (SMS) COMPONENTS QUESTIONAIRE AND ACCIDENT HISTORY

(a) Safety Management System Components

Note: Under the column heading OFFEROR ACTION REQUIRED on the form, the documentation provided must describe the policy or process used to meet the standard. To provide evidence of implementation in company operations a copy of a certificate of SMS audit serves as evidence; or a copy of a "self-validated" SMS audit will suffice.

If no action is stated, simply mark the column with a Y, N or N/A where applicable.

SAFETY MANAGEMENT SYSTEM COMPONENTS			**Y**	**N**	**NA**	**OFFEROR ACTION REQUIRED**
	IS-BAO Element	**Standard**				
	3.2.1	**Safety Policy and Objectives**				
1	3.2.1c	Are key safety personnel appointed? Is there an identified trained Aviation Safety Manager?				Describe and provide evidence.
2	3.2.1d	Do you have an internal emergency response plan?				.
	3.2.2	**Safety Risk Management:**				
3	3.2.2	Does the company have a Risk Management Policy?				.
4	3.2.2a,b	Has the company developed and maintained a Risk Management Process to: Identify Hazards Risk Analysis (Exposure) Risk Assessment (Severity and likelihood) Decision Making (Mitigations) Validation of Control (Controls effective)				Describe and provide evidence.
5	--	Does the company have Operational Risk Management (ORM) Worksheet				Describe and provide evidence.
6	--	Is there a process to elevate the risk decision outcome? I.e. Chief Pilot? CEO?				Describe and provide evidence.

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SAFETY MANAGEMENT SYSTEM COMPONENTS			Y	N	NA	OFFEROR ACTION REQUIRED
	IS-BAO Element	**Standard**				
	3.2.3	**Safety Assurance:**				
7	3.2.3a,b,c	Has the company developed and maintained a means of: monitoring and measuring safety performance, identifying and managing organizational changes that may affect safety, ensuring continual improvement?				What action has your company taken and/or plans to facilitate change? Describe and provide evidence.
	3.2.4	**Safety Promotion:**				
8	3.2.4a,b	Has the company developed and maintained a formal means of safety communication (like SAFECOM)				Briefly describe technology your company has acquired to facilitate communication with deployed pilots. Describe and provide evidence
9	3.2.4b	Are there lessons-learned developed from incidents/accidents? Are they shared with the company personnel?				.
10	--	Is a Safety Award system in place?				.
	3.3	**Compliance Monitoring**				
11	3.3.1	Have operations (internal or external) audits been conducted in this past field season?				Describe and provide evidence.
12	3.3.1	Are the audits documented?				.
13	--	Is there an Action Plan (AP) developed from the audits?				.
	3.4	**Flight Data Analysis**				
14	3.4.1	Does the company have a Quality Assurance Program?				Describe and provide evidence.
	4.1	**Organization and Personnel**				
15	4.1.1	Does the company have an organizational structure (organizational chart) that clearly defines duties, authorities and accountabilities?				Describe and provide evidence.

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SAFETY MANAGEMENT SYSTEM COMPONENTS			Y	N	NA	OFFEROR ACTION REQUIRED
	IS-BAO Element	**Standard**				
16	4.1.2	Where the company has more than one operating base, has the management structure addressed the management responsibilities at each location?				.
	4.3	**Crew Member Qualifications**				
17	4.3.1a,b, c,d	Are there procedures to ensure that all aircraft crewmembers: hold valid licenses and certificates to include medical certificates; meet all currency requirements; and have fulfilled the company's training and proficiency requirements?				Briefly describe your program for qualifying your pilots to fly the aircraft and How do you evaluate pilot performance? Describe and provide evidence.
	4.4	**Maintenance Personnel Qualifications**				
18	4.4.1	Do the maintenance personnel hold the licenses and ratings required by the FAA?				.
	5.1	**Training Programs**				
19	5.1.1	Does the company have a training program that ensures personnel are trained and competent to perform their assigned duties?				Do you have a process that can train your pilots and mechanics, both initially and annually, on the requirements of this contract? Describe and provide evidence.
20	5.1.2 5.1.3 5.1.6	Does the company have a separate training program for: pilots, maintenance personnel, fuelers / truck drivers?				Describe and provide evidence.
	9.1	**Maintenance Control System**				
21	9.1.1	Does the operator have a maintenance control system that is appropriate to the type and number of aircraft operated and the manner in which maintenance is conducted?				Briefly describe your home base maintenance program. In-house or sub-contracted? Inspection program is to what standard (137, 91 or 135)? Facility FAA or manufacturer certified? Provide evidence

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SAFETY MANAGEMENT SYSTEM COMPONENTS			Y	N	NA	OFFEROR ACTION REQUIRED
	IS-BAO Element	**Standard**				
22	9.2.2	Has the operator included provisions in the company operations manual for flight crew to obtain maintenance services when away from home base?				
	10.1	**Company Operations Manual**				
23	--	Does the Operations Manual contain a flight operations and aircraft maintenance policy?				
24	10.2	Does the manual contain an operational control system and SOP's?				
25	--	Is the manual approved by management (CEO)?				.
26	10.1	Is the manual amended or revised as necessary to ensure that the information contained in it is kept up to date?				.
27	10.1	Have the employees been trained on the manual?				.
28	--	Does the manual reflect the type operation that is being contracted for?				Describe and provide evidence.
	11	**Emergency Response Plan**				
29	11.1	Is there a current Accident / Emergency Plan available to all employees?				.
30	11.5	Are personnel who have a role in the emergency response plan trained in their role, and is the plan exercised periodically in order to test its integrity?				

(b) Accident History: Complete the blocks that apply to your company accident history.

(1) Total flight hours previous 5 years: _____

(2) Number of Aircraft accidents reported to NTSB in the **last 5 years**:
Accidents_____

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D-1 CONTRACT CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available. Also, the full text of a clause may be accessed electronically at this/these address (es): www.acquistion.gov

D-2 ADDENDUM TO 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS CLAUSES INCORPORATED BY REFERENCE

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.203-3 Gratuities (APR 1984)
52.203-12 Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
52.204-4 Printed or Copied Double-Sided on Recycled Paper (MAY 2011)
52.242-13 Bankruptcy (JUL 1995)
52.245-1 Government Property (APR 2012)

AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

452.204-70 Inquiries (FEB 1988)
452.219-70 Size Standard and NAICS Code Information (SEP 2001)

D-3 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-9) (JUL 2013)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via https://www.acquisition.gov.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consist of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for-

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

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(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

D-4 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within __30__ days.

D-5 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This statement is for information only: It is not a wage determination.

Employee	Class	Wage
Aircraft Pilot	GS-11	$29.63
Aircraft Co-Pilot	GS-11	$27.78
Employee	Class	Wage

Aircraft Mechanic--III	GS-12	$27.65
Aircraft Mechanic--II	GS-11	$26.49
Aircraft Mechanic—Helper	GS-5	$17.63
Truck Driver, Tractor Trailer	GS-8	$22.14

D-6 PROPERTY AND PERSONAL DAMAGE

(a) The Contractor shall use every precaution necessary to prevent damage to public and private property.

(b) The Contractor shall be responsible for all damage to property and to persons, including third parties that occur as a result of his or his agent's or employee's fault or negligence. The term "third parties" is construed to include employees of the Government.

(c) The Contractor shall procure and maintain during the term of this agreement, and any extension thereof, aircraft and General Public Liability Insurance in accordance with 14 CFR 205. The parties named insured under the policy or policies shall be the **CONTRACTOR** *and* **THE UNITED STATES OF AMERICA**.

(d) The Contractor may be otherwise insured by a combination of primary and excess policies. Such policies shall have combined coverage equal to or greater than the combined minimums required.

(e) Policies containing exclusions for chemical damage or damage incidental to the use of equipment and supplies furnished under this agreement, or growing out of direct performance of the agreement, will not be acceptable. The chemical damage coverage may be limited to chemicals dispensed while performing firefighting activities.

(f) Prior to the commencement of work, the Contractor shall provide the CO with one copy of the insurance policy, or confirmation from the insurance company, certifying that the coverage described in this clause has been obtained.

D-7 ECONOMIC PRICE ADJUSTMENT SPECIFIED FLIGHT RATE CONTRACTS

(a) NON-FUEL PORTION OF THE SPECIFIED FLIGHT RATE

Agreement rates will be established in accordance with the following to reflect increases or decreases in the cost of performance of the agreement work. The increases or decreases used in establishing the rates will be those indicated by the changes in the following price indexes: The Non-Fuel Portion of the Specified Flight rate will be affected by:

TABLE 6-PRODUCER PRICE INDEXES

1. Commodity Group 1423 --Aircraft Engines and Engine Parts

2. Commodity Group 1425 --Aircraft Parts and Auxiliary Equipment

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AVERAGE OF PERCENT CHANGES X 100 PERCENT OF LAST ADJUSTED RATE
The new rate will be derived by multiplying the average of the percentage changes of (1) and (2) times the rate in effect for the year immediately prior to the year in which the renewal is effective. The result will be added to or subtracted from the existing rate to become the newly adjusted rate (rounded to the next dollar).

(b) FUEL PORTION OF THE SPECIFIED FLIGHT RATE

(1) During the entire agreement period of performance, flight rates will be adjusted to reflect increases and decreases to the prices of aviation fuel.

(2) For adjustment purposes, the baseline price of AV Gas fuel is established at $6.45 and the baseline price for Jet A fuel is established at $5.72 per gallon. The unit prices are the average price for aviation fuel based upon the National Fuel Survey located at http://www.fs.fed.us/fire/contracting/helicopters_exclu/helicopters_exclu.htm.

(3) The adjustment to the fuel portion of the flight rate shall be the average difference multiplied by the fuel consumption rates located in the solicitation/agreement for the applicable aircraft type.

(4) An initial adjustment to the flight rate shall be made on February 16th of each agreement period, regardless of the variation in price to re-establish the baseline. Subsequent adjustments shall be made on May 16, and July 16 of each agreement period provided the variations in the average unit price, as stated above, is $.10 higher or lower than the unit price established when the last adjustment was made.

The adjustment to the fuel portion of the flight rate will be the determined variation amount multiplied by the fuel consumption rates found in **Exhibit 12, Helicopter Services Hourly Flight Rates, Fuel Consumption and Weight Reduction Chart** for the applicable aircraft type.

(c) PROJECT/OPTIONAL USE RATE

The Project/Optional use rate will not be adjusted. The Optional use rate will be in effect for each optional use period as bid in the schedule of items.

D-8 COMMERCIAL FILMING OR VIDEOTAPING

In accordance with 36 C.F.R. Part 251 and U.S. Forest Service Manuals 1600 and 2700 all commercial filming or videotaping (e.g., filming for feature films, reality shows, documentaries, television specials, etc.) on National Forest System lands requires the filming entity to apply for, and obtain, a special use authorization prior to the start of any filming, or associated activities, on National Forest System lands. This requirement is applicable to filming directly by contractors and is also applicable to filming of contractors of the U.S. Forest Service while on National Forest System lands.

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Any filming, or associated activities, occurring on National Forest System lands pursuant to a properly acquired special use authorization may be limited or prohibited during a fire fighting or incident support situation at the discretion of the Incident Commander.

D-9 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (FAR 52.223-17) (MAY 2008)

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(1) Competitively within a timeframe providing for compliance with the contract performance schedule;

(2) Meeting contract performance requirements; or

(3) At a reasonable price.

(b) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products.htm.

D-10 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (FAR 52.212-5) (OCT 2014)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

☐ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

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☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

☒ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☒ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C. 6101 note).

☒ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

☒ (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Public Law 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

☐ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

☐ (ii) Alternate I (Nov 2011) of 52.219-3.

☐ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

☐ (ii) Alternate I (Jan 2011) of 52.219-4.

☐ (13) [Reserved]

☐ (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (Nov 2011).

☐ (iii) Alternate II (Nov 2011).

☐ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

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☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☒ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).

☐ (17) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (15 U.S.C. 637 (d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

☐ (iii) Alternate II (Oct 2001) of 52.219-9.

☐ (iv) Alternate III (Oct 2014) of 52.219-9.

☐ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

☐ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

☐ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).

☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☒ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).

☒ (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

☒ (29) 52.222-35, Equal Opportunity for Veteran (Jul 2014) (38 U.S.C. 4212).

☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

☒ (31) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).

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☒ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

☒ (33) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (34) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (35) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514

☐ (ii) Alternate I (Jun 2014) of 52.223-13.

☐ (36) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (Jun 2014) of 52.223-14.

☐ (37) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

☐ (38) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (Jun 2014) of 52.223-16.

☒ (39) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).

☐ (40) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

☐ (41) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

☐ (ii) Alternate I (May 2014) of 52.225-3.

☐ (iii) Alternate II (May 2014) of 52.225-3.

☐ (iv) Alternate III (May 2014) of 52.225-3.

☐ (42) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

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☒ (43) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (44) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2303 Note).

☐ (45) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (46) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (47) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

☐ (48) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☒ (49) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (50) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (51) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

☐ (52) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (53) (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 Labor Standards (May 2014) (41 U.S.C. chapter 67.).

☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☒ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-- Requirements (May 2014) (41 U.S.C. chapter 67).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

☐ (7) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

☐ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

☐ (9) 52.237-11, Accepting and Dispensing of $1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

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(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).

(vi) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(vii) 52.222-17, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).

(viii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(ix) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(x) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

☐ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(xi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xiii) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xiv) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xvi) 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-11 ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS (AGAR 452.209 -71) (ALTERNATE 1) (FEB 2012)

(a) This award is subject to the provisions contained in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, Sections 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that it –

(1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and

(2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.

(b) If the awardee fails to comply with these provisions, the Forest Service may terminate this contract for default and may recover any funds the awardee has received in violation of sections 433 or 434.

D-12 ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS (FAR 52.222-09) (DEVIATION 2014-O0017) (JUN 2014)

This clause implements Executive Order 13658, Establishing a Minimum Wage for Contractors, dated February 12, 2014, and OMB Policy Memorandum M-14-09, dated June 12, 2014.

(a) Each service employee, laborer, or mechanic employed in the United States (the 50 States and the District of Columbia) in the performance of this contract by the prime Contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the Contractor and service employee, laborer, or mechanic, shall be paid not less than the applicable minimum wage under Executive Order 13658. The minimum wage required to be paid to each service employee, laborer, or mechanic performing work on this contract between January 1, 2015, and December 31, 2015, shall be $10.10 per hour.

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(b) The Contractor shall adjust the minimum wage paid under this contract each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2 (a) (ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2 (a) (ii) of Executive Order 13658 will be effective for all service employees, laborers, or mechanics subject to the Executive Order beginning January 1 of the following year. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor website). The applicable published minimum wage is incorporated by reference into this contract.

(c) The Contracting Officer will adjust the contract price or contract unit price under this clause only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Contracting Officer shall consider documentation as to the specific costs and workers impacted in determining the amount of the adjustment.

(d) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (c) of this clause, and will not provide price adjustments under this clause that result in duplicate price adjustments with the respective clause of this contract implementing the Service Contract Labor Standards statute (formerly known as the Service Contract Act) or the Wage Rate Requirements (Construction) statute (formerly known as the Davis Bacon Act).

(e) The Contractor shall include the substance of this clause, including this paragraph (e) in all subcontracts.

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E-1 INSTRUCTIONS TO OFFEROR - COMMERCIAL ITEMS (FAR 52.212-1) (APR 2014) (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 http://www.acquisition.gov full text reference.)

(a) **Submission of offers. Your offer must consist of the following:**

(1) Standard Form 1449, Solicitation/Contract/Order for Commercial Items, with blocks 17, and 30 completed by you.

(2) Section B - Schedule of Items: Your proposed prices for B-1; Also provide your responses to B-2, B-7, B-11, B-12 and B-14.

(3) Section E, Offeror Representations and Certifications – Commercial Items (FAR 52.212-3), completed by you or electronically in accordance with the clause.

(4) Acknowledgment of Solicitation Amendments (if any).

(5) Include and submit information identified in E-2. The Offeror's past experience should be verified by the vendor; verify that points of contact, telephone, and facsimile numbers are valid.

(6) **No facsimile (FAX) offers will be accepted.**

(7) Please contact the Contracting Officer by telephone or in writing (facsimile) if you do not understand any part of these instructions.

(b) **Contract Award**. **We intend to evaluate offers and award an agreement without discussions with Offerors.** Therefore, your initial offer should contain your best terms from a price and technical standpoint. However, we reserve the right to conduct discussions if later determined by the Contracting Officer to be necessary. We may reject any or all offers if such action is in the public interest, accept other than the lowest priced offer; and waive informalities and minor irregularities in offers received.

(c) 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.

(d) Contractor must comply with (FAR 52.204-7) (JUL 2013) System For Award Management.

(e) A Pre-Proposal Conference is NOT anticipated at this time.

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(f) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 90 calendar days from the date specified for receipt of offers.

E-2 INSTRUCTIONS FOR THE PREPARATION OF BUSINESS AND TECHNICAL PROPOSALS

(a) **General Instructions**. Proposals submitted in response to this solicitation shall be furnished in the following format with the numbers of copies as specified below.

(1) The proposal must include a **Part I- Business Proposal** and **Part II- Technical Proposal**. Each of the parts shall be separate and complete so that evaluation of one may be accomplished independently from evaluation of the other.
The technical proposal must not contain reference to cost; however, resource information (such as equipment capability) must be contained in the technical proposal so that the contractor's understanding of the statement of work may be evaluated.

(2) The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section E of this RFP.

(3) Offerors shall submit their proposal(s) in the following format and the quantities specified:

(i)__**1**__copy **(1 original)** of the business/cost proposal
(**SF 1449 Cover/Signature Page and Sections B**)

(ii)__2__ electronic copies of the technical proposal. All information in your technical proposal shall be provided via compact disks or USB thumb drives. The files shall be compatible with either Adobe Acrobat or Microsoft Office software.

PART I BUSINESS PROPOSAL INSTRUCTIONS

Price Proposal

(a) Schedule of Item prices shall be submitted on the Offeror’s Submission Copy to include Standard Form 1449 Cover/Signature Page and Section B Supplies or Services and Prices.

(b) Each price proposal shall be evaluated to determine its reasonableness and to determine the demonstrated understanding of the level of effort needed to successfully perform the services. A price analysis will be conducted to determine overall price reasonableness.

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PART II TECHNICAL PROPOSAL

Applicable to helicopters outside of the United States for proposal submittal and for agreement evaluations. All other mandatory documentation is applicable.
Helicopters proposed in this solicitation that are physically outside of the United States shall have been on the contractor's certificate prior to leaving the United States. Helicopters proposed under this solicitation shall include proof of ownership and the helicopter shall have been identified on the contractors U S operating specifications to be considered.

Applicable to helicopters not identified on the Contractors Operating Certificates during the agreement evaluation period. All other mandatory documentation is applicable.
If aircraft are not identified on your Operating Certificates (CFR Part 133,135), a letter of intent from the FAA on letterhead stating their intent to include the aircraft on the appropriate certificates will suffice for proposal submittal and evaluation purposes. The letter must at a minimum indicate the offered aircraft by make, model and serial number.

Technical Proposal Instructions. The technical proposal will be used to make an evaluation and arrive at a determination as to whether the proposal will meet the requirements of the Government. Therefore, the technical proposal must present sufficient information to reflect a thorough understanding of the requirements and a detailed, description of the techniques, procedures and program for achieving the objectives of the specifications/statement of work.

Separate Part II Technical Proposal into five subparts, one for each of the major technical evaluation factors. As a minimum, your technical proposal must clearly address (1) Mandatory Documentation, (2) Aircraft Performance, (3) Safety/Risk Management, (4) Past Performance and (5) Organizational Experience:

SUB-PART 1

Applicable to helicopters outside of the United States for proposal submittal and for contract evaluations. All other mandatory documentation is applicable.
Helicopters proposed on this solicitation that is physically outside of the United States shall have been on the contractor's certificate prior to leaving the United States. Helicopters proposed under this solicitation shall include proof of ownership and the helicopter shall have been identified on the contractors U S operating specifications to be considered for award of an item. If a helicopter is awarded an item, proof of US certification to include copy of registration and airworthiness certificate and a copy of the current Operation Specifications listing aircraft (CFR Part 133, 135) shall be provided to the Contracting Officer a minimum of 30 days prior to a request for carding.

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Applicable to helicopters not identified on the Contractors Operating Certificates during the contract evaluation period. All other mandatory documentation is applicable.
If aircraft are not identified on your Operating Certificates (CFR Part 133,135), a letter of intent from the FAA on letterhead stating their intent to include the aircraft on the appropriate certificates would suffice for proposal submittal and evaluation purposes. The letter must at a minimum indicate the offered aircraft by make, model and serial number. Specifications listing aircraft (CFR Part 133, 135) shall be provided to the Contracting Officer a minimum of 60 days prior to a request for carding.

MANDATORY DOCUMENTATION (One copy will suffice)

(a) Current 14 CFR Part 133 Operating Certificate (b) Copies of 14 CFR Part 135 Operating Certificate (if applicable), Operations Specifications and Operations Manual.

(b) 14 CFR Part 137 Operating Certificate and Operations Specifications as applicable.

(c) **For evaluation purposes only,** aircraft Weight and Balance information must be submitted using the following forms. Exhibit 21 forms may down loaded at http://www.fs.fed.us/fire/contracting/Forms/forms.htm.

(1) Submit current aircraft equipment list that documents installed equipment on aircraft when weighed. Use Form A Exhibit 21.

(2) Current aircraft actual weighing documentation including scales listed by make, model, calibration date, name of individual, signature and certificate number on document that performed weighing. (Aircraft Weighing Record, Use Form B Exhibit 21)

(3) Documentation (including the name, weight, arm and moment of each item) of any equipment added or removed since the aircraft was weighed to meet the contract specification (Use Form C Exhibit 21).

(d) Helicopter Equipped Weight will be validated, which should be equal to or less than as identified on the schedule of Items.

(e) Manufacturers Technical data for weight and capacity of the Tank and or Bucket as applicable.

(f) Appropriate flight manual Hover Performance Charts

(g) Copies of STC's or FAA Field Approval for Aircraft and Equipment are required and a summary table listing all modifications by STC number or field approval and installation date.

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(h) A summary table listing of all modifications by STC number or field approval and installation date. Note: For items not yet installed or pending modifications, provide a description of the item/modification and applicable manufactures data (generic STC data, compatibility information as applicable).

(i) Helicopter Load Calculation

(j) Copy of registration and airworthiness certificates for each proposed helicopter.

SUB-PART 2

AIRCRAFT PERFORMANCE

Provide the following information for each proposed aircraft. If more than one helicopter is offered, fill out a separate attachment for each helicopter. Include helicopter Make, Model and Variant and Aircraft Registration Number.

(a) Submit an Interagency Helicopter Load calculation for each aircraft, as per Exhibit 13 (see clause B-3, Aircraft Performance Specifications)

(1) The helicopter-equipped weight shall be based on the actual weighing of the aircraft and shall meet the following requirements:

(i) The aircraft shall be weighed prior to submission of your proposal

AND
(ii) The weighing must take place within 12 months prior to the due date of proposal submission.

Note: For the purpose of evaluating helicopter performance and computing the Interagency Load Calculation, only current, and appropriate FAA approved flight manual hover performance charts shall be used.

Performance enhancing data (Power Assurance Checks, wind charts, etc.) shall not be used and will not be considered for the evaluation of proposals. Only FAA approved charts based on minimum specification engine performance shall be used. As an example, Kaman K-1200 helicopters shall only use minimum specification engine performance data calculated from Rotorcraft FMS NO. 1, (USFS Fire Fighting).

SUB-PART 3

SAFETY/RISK MANAGEMENT

(a) The Contractor must provide a written submittal in response to the Safety Management System (SMS). The Contractor must submit the information requested below:

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- Components identified in **Exhibit 31 - SAFETY MANAGEMENT SYSTEM (SMS) COMPONENTS QUESTIONAIRE AND ACCIDENT HISTORY**

1. **Safety Management System Components:** The Contractor's submittal should consist of implemented practices for their specific company. For purposes of this submittal, the contractor must provide written evidence and describe how the specific processes or requirements are implemented within their organization. This submittal will be incorporated and made part of the contract. Contractors are required to provide specific responses to the criteria provided in exhibit 31 and provide evidence such as copies of completed audits, risk assessments, training records, organization chart, etc. DO NOT SUBMIT YOUR ENTIRE OPERATIONS MANUAL AS A MEANS OF SATISFYING ALL OF THE CRITERIA.

   The International Standard for Business Aircraft Operations (IS-BAO) and the Federal Aviation Administration (FAA) in AC120.92A can provide the explanations and examples of the requested standards.

2. **Summary of Flight Hours and Accidents:** The Contractor is required to submit their total number of flight hours for the previous five years (2010-2014) along with any NTSB reportable accidents as defined within 49 CFR 830.2. Flight hours and accidents are for all aircraft (rotor wing and fixed wing) operating under the contractors operating certificates.

   a) If your company has had an accident in the last 5 years provide an accident prevention action plan or evidence of actions taken to prevent future accidents.

   b) If you had an accident that was reported to the NTSB and it was downgraded to an incident, you must provide evidence from the NTSB

SUB-PART 4

PAST PERFORMANCE

We will evaluate your capability on the basis of the company's past performance for the past 3 years (2012-2014). Utilize form E-6 Offeror's Past Performance and Organizational Experience.

Past Performance is a measure of the degree to which you have satisfied your customers in the past, and complied with Federal, State, and Local laws and regulations. Our assessment of your past performance will be subjective, and based mainly on your reputation with your customers. Identify and submit your references with verifiable telephone numbers to support your past performance. We may contact your references to ask whether or not they believe you were:

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(a) Capable, efficient, and effective

(b) Performance conformed to the terms and conditions of your contract

(c) Reasonable and cooperative during performance

(d) Committed to customer satisfaction.

When evaluating your past performance we may contact other sources of information, including, but not limited to: Federal, State and local Government agencies.

Offerors who have not obtained Government contracts for helicopter services shall indicate their past experience and performances for related aviation services and include references for which the services were performed.

SUB-PART 5

ORGANIZATIONAL EXPERIENCE

In addition to overall organizational company experience, address the experience of your personnel directly responsible for working under this agreement.

(a) Management Personnel

(b) Pilot(s) in Command (PIC)

(c) Maintenance Personnel

E-3 EVALUATION-COMMERCIAL ITEMS (FAR 52.212-2) (OCT 2014) (TAILORED)

(a) The Government will select the responsible offeror(s) on the basis of price and other factors including the Mandatory documentation, Aircraft Performance, Safety/Risk Management, Past Performance and Organizational Experience.

The Government will evaluate price reasonableness and to determine the demonstrated understanding of the level of effort needed to successfully perform the services.

The nonprice factors - Mandatory Documentation, Aircraft Performance, Safety/Risk Management, Past Performance and Organizational Experience,-when combined, are approximately equal to price.

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Mandatory Documentation and Aircraft Performance are pass/fail factors. The Government will first determine whether a proposal has met the Mandatory Documentation requirements. If it has not, it will be eliminated from further consideration. If the Mandatory Documentation requirements are satisfied, the Government will next determine whether Aircraft Performance meets the specifications listed in B-3. Aircraft not meeting minimum performance specifications will be eliminated from further consideration. The remaining three technical evaluation factors (Safety/Risk Management/Accident Rate, Past Performance and Organizational Experience) will be rated as acceptable, marginal or poor. Offerors receiving marginal or poor ratings may be eliminated from further consideration

(b) Offeror's proposal shall include Two Separate Parts –Part 1 is a Business/Cost proposal and Part 2 is the Technical Proposal. The following technical evaluation factors are listed in descending order of importance. All subfactors listed are equal in importance.

(1) Mandatory Documentation (See Sub-Part 1 – Part II Technical Proposal)

(i) Current CFR Part 133 Operating Certificate

(ii) Current CFR Part 135 Operating Certificate

(iii) Current CFR Part 137 Operating Certificate

(iv) Current aircraft equipment list including Chart A

(v) Current Aircraft Actual Weighing Record

(vi) Documentation of any equipment added or removed- Chart C

(vii) Helicopter Equipped Weight

(viii) Manufacturers Technical data for weight and capacity of the tank.

(ix) Appropriate flight manual Hover Performance Charts(x) Copies of STC's or FAA Field Approval for Equipment installed and summary of all modifications. **Note:** For items not yet installed or pending modifications, provide a description of the item/modification and applicable manufactures data (generic STC data, compatibility information as applicable).

(xi) Helicopter Load Calculation

(xii) Copy of registration and airworthiness certificates for proposed helicopter.

The sub-factors are equal in importance.

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(2) Aircraft Performance

(i) Helicopter Load Calculation: Proposals will be evaluated on an acceptable/unacceptable basis to determine whether the offered aircraft meet the minimum performance specifications stated in Section B-3. Additionally the offeror is requested to complete Section E-7 Helicopter Performance Questionnaire.

(3) Safety/Risk Management/Accident Rate

(i) Safety Management System Components: The Government will evaluate your Safety Management System Components Questionnaire and the supporting documentation you provide. This documentation will be used to evaluate your organizational capability to ensure, promote and manage safety within your company. The more comprehensive your written response, the easier it will be for the Government to evaluate your program and render an objective evaluation.

(ii) Accident Rate**:** The Government will base its evaluation on the company's safety program in comparison to the items identified in Exhibit 31 and the company's accident rate per 100,000 flight hours. Any known aircraft accidents incurred by your company which has occurred under your FAA Operating Certificate will be included in the evaluation of your safety program. What constitutes an accident is defined by 49 CFR Part 830.2 Aircraft accident history within the last five years (2010-2014) will be considered. A better evaluation result will be given to offerors who have had minimal or no accidents. Only your firm's accident history within the last five years will be considered.

The sub-factors are in descending order of importance.

(4) Past Performance

(i) capable, efficient, and effective

(ii) performance conforms to the terms and conditions of contracts

(iii) reasonable and cooperative during performance

(iv) committed to customer satisfaction.

The sub-factors are equal in importance

(5) Organizational Experience

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(i) Management Personnel commensurate with size and complexity of operation

(ii) Pilot(s) in Command

(iii) Maintenance Personnel

The sub-factors are equal in importance

E-4 AGREEMENT AWARDS

(a) Awards will be made to those offerors whose proposals are technically acceptable and whose technical/price relationships are the most advantageous to the Government.

(b) Evaluation factors other than cost or price, when combined, are **Approximately Equal to Price** in the award decision. The significance of a price that is outside an acceptable range will be determined on the basis of what the difference means in terms of increased cost of performance for a given capacity for similar class helicopters, for the Government. The Government may reject any or all offers if such action is determined to be in the best interest of the Government.

(c) The offeror's technical proposal may become a part of any resultant agreemment. Offerors are hereby advised that the Government will have the right to use, duplicate, or disclose in any manner and for any purpose whatsoever, and have the right to permit others to do so, all subject data required to be delivered under any agreement resulting from this solicitation. Any reservations regarding these Government rights to data should be stated in the proposal and will be resolved during any subsequent negotiations if conducted.

E-5 RESERVED

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E-6 OFFEROR'S PAST PERFORMANCE AND ORGANIZATIONAL EXPERIENCE

Verify the points of contact telephone and facsimile numbers are valid. (Attach additional sheets as needed).

Offeror Name:

1. How many years has your organization been operating under your present business?

2. How many years experience in contracting for Helicopter Services has your organization had as a: (1) prime Contractor? _____ (2) sub-contractor? _____

3. List below all contracts your organization has had for Helicopter Services within the past 36-months:

Contract Amount	Type of Contract	Date Completed	Name, Address and Phone Number of person to contact for information on project (contact must be current with working telephone number)

4. Identity what, if any, problems were encountered under the above identified project(s), and what, if any, corrective action was taken by you as the Contractor.

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E-7 HELICOPTER PERFORMANCE QUESTIONNAIRE

(This chart is for information purposes only. It will not be utilized in the evaluation process.)

Company: _____

Make/ Model/Variant	
N Number	
# of Pax Seats Certified For	
Equipped Weight	

Instructions: For each aircraft offered please complete the following table, using FAA approved data for each altitude and temperature. This is for mission performance planning only.

Pressure Altitude (ft) – Computed Gross Weight

	HOGE-J 5000	HOGE-J 6000	HOGE-J 7000	HOGE-J 8000	HOGE-J 9000	HOGE-J 10000	HOGE-J 11000
@15ºc							
@20ºc							
@25ºc							
@30ºc							
@35ºc							
@40ºc							
@45ºc							

Signature_____ Date_____

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E-8 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (FAR 52.212-3) (MAY 2014)

An offeror shall complete only paragraphs (b) of this provision if the offeror has completed the annual representations and certificates electronically via http://www.acquisition.gov . If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions.* As used in this provision--

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"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.

"Inverted domestic corporation," as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"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;

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(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 (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

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"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.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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"Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)," means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) (1) *Annual Representations and Certifications*. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAMwebsite.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through https://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. *[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern*. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, 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.

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Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(10) [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 SAM Dynamic Small Business Search database maintained by the Small Business Administration , 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)(10)(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:* _____.]

(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

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(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture*: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that --

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American – Supplies, is included in this solicitation.)

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(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American —Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[*List as necessary*]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g) (1) *Buy American -- Free Trade Agreements -- Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American --Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American —Free Trade Agreements—Israeli Trade Act":

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Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[*List as necessary*]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American —Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[*List as necessary*]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American —Free Trade Agreements—Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American —Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.

_____

_____

_____

[*List as necessary*]

(3) *Buy American —Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American --Free Trade Agreements--Israeli Trade Act'':

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[*List as necessary*]

(4) *Buy American —Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American —Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[*List as necessary*]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[*List as necessary*]

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(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 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.

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(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 appear rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[*List as necessary*]

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

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☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) ☐ Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) ☐ Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

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(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701)*. (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN:_____.

☐ TIN has been applied for.

☐ 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;

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☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent:

☐ Name and TIN of common parent:

Name _____

TIN _____

(m) *Restricted business operations in Sudan*. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) *Relation to Internal Revenue Code*. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation*. By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

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(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50(U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at http://www.treasury.gov/ofac/downloads/t11sdn.pdf).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

E-9 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-5) (APR 2010)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

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(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.

(2) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(3) *Examples*.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(v) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(4) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

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E-10 INFORMATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-7) (JUL 2013)

(a) *Definitions*. As used in this provision—

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than $10,000,000" means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via https://www.acquisition.gov (see 52.204-7).

E-11 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION (AGAR 452.209-70) (DEVIATION 2012-01) ALTERNATE 1 (FEB 2012)

(a) Awards made under this solicitation are subject to the provisions contained in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, Sections 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. To comply with these provisions, all offerors must complete paragraph (1) of this representation, and all corporate offerors also must complete paragraphs (2) and (3) of this representation.

(b) The Offeror represents that –

(1) The Offeror is ☐, is not ☐ *(check one)* an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit organizations.)

If the Offeror checked “is” above, the Offeror must complete paragraphs (2) and (3) of the representation. If Offeror checked “is not” above, Offeror may leave the remainder of the representation blank.

(2) (i) The Offeror has ☐, has not ☐ *(check one)* been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of offer.

(ii) Offeror has ☐, has not ☐ *(check one)* had any officer or agent of Offeror convicted of a felony criminal violation for actions taken on behalf of Offeror under Federal law in the 24 months preceding the date of offer.

(3) The Offeror does ☐, does not ☐ *(check one)* have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.