# OREST SCRVCT

#### SOLICITATION

(Ref. 48 CFR 1)

**Issuing Office:** 

USDA FOREST SERVICE Deschutes National Forest 1001 SW Emkay Drive Bend, OR 97702

Offers Are Solicited For:

Type III Call-When-Needed Helicopters

Solicitation No: Issued Date: AG04GG-S-08-9200 April 18, 2008 This solicitation can be downloaded from the following Internet site: <a href="www.fedbizopps.gov">www.fedbizopps.gov</a>

#### IMPORTANT - NOTICE TO OFFEROR

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

- [X] SF-1449, Solicitation for Commercial Items
- [X] Section B Supplies or Services and Prices
- [X] Section E, Instructions to Offeror Commercial Items (FAR 52.212-1) (Tailored/Addenda)
- [X] Section E, Offeror Representations and Certifications Commercial Items (FAR 52.212-3)

Before mailing your offer, please recheck the following:

- Does your offer set forth full, accurate, and complete information as required by this solicitation including Exhibits and acknowledgement of any amendments that were issued?
- Have you rechecked your figures, including calculations on your worksheet?
- Have you completed Exhibit 13, Interagency Helicopter Load Calculation?
- Have you completed the Offeror Checklist? (See Section E)
- Have you completed the Offeror's Past Performance and Organizational Experience Questionaire? (See Section E)
- Have you received your Data Universal Numbering System (DUNS) Number and complied with the Central Contractor Registration requirements of FAR 52.212-1?
- Have you completed annual Representations and Certifications via on-line Representations and Certifications Application (ORCA) website at: <a href="http://orca.bpn.gov">http://orca.bpn.gov</a>?
- Have you completed, signed, and enclosed all required documents?

Offerors may call for information about this solicitation at (541) 504-7273 or at (541) 504-7274 or 7265 for technical questions about the specifications in this solicitation.

"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.

Previous editions of this form are obsolete.

FS-6300-44 (11/79) Yellow Copy

SE		N A – SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS dard Form 1449	. 1
SE	_	N B – SUPPLIES OR SERVICES AND PRICES	•
		eral Overview / Minimum Maximum Quantity	
		Schedule of Items	
	B-2	Additional Personnel	
	B-3	Extended Standby Rate	. 5
	B-4	Government-Furnished Pilot	. 5
	B-5	Principle Base of Operation	. 5
	B-6	Aircraft Performance Specifications (minimum)	. 6
	B-7	Engine Requirements	. 6
	B-8	Maximum Complement of Personnel by Aircraft Type	. 6
	B-9	Acceptable Work Schedules	. 7
	B-10	Additional Offered Equipment	. 7
SE	C-1	N C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT Scope of Contract	. 8
	C-2	Certifications	. 8
	C-3	Government Furnished Property	. 9
	C-4	Aircraft Requirements	. 9
	C-5	Aircraft Maintenance	. 13
	C-6	Aircraft and Equipment Security	. 14
	C-7	Avionics Requirements	. 15
	C-8	Contractor Furnished Avionics Systems	. 15
	C-9	Avionics Installation and Maintenance Standards	. 19
	C-10	Operations	. 20
	C-11	Contractor's Environmental Responsibilities	. 22
	C-12	Personnel	. 22
	C-13	Conduct and Replacement of Personnel	. 23
		Suspension and Revocation of Personnel	
		Substitution of Personnel, Aircraft, and Equipment	
		Relief Crews	
		Flight Hour and Duty Limitations	
	0-17	r nght riodi and Daty Limitations	1

### SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT (Cont)

C-18 Accident Prevention and Safety	29
C-19 Mishaps	29
C-20 Personal Protective Equipment	30
C-21 Inspection and Acceptance	32
C-22 Pre-Use Inspection Expenses	34
C-23 Re-Inspection Expenses	35
C-24 Inspections During Use	35
C-25 Contract Period and Renewal Options	35
C-26 Authorized Ordering Activities	35
C-27 Ordering Procedures.	35
C-28 Point-of-Hire	36
C-29 Assigned Work Locations	36
C-30 Ordered Availability Periods	36
C-31 Daily Availability Requirements	36
C-32 Unavailability	37
C-33 Payment for Flight	37
C-34 Payment for Availability	37
C-35 Payment for Extended Standby	38
C-36 Payment for Project Work	38
C-37 Reimbursement for Mobilization and Demobilization Costs	38
C-38 Ordering / Payment for Additional Personnel	39
C-39 Transporting of Relief Crew	39
C-40 Ordering Additional Equipment	39
C-41 Additional Aircraft After Contract Award	40
C-42 Meals	40
C-43 Payment for Fuel Servicing Vehicle Mileage	40
C-44 Payment for Fuel Transportation	40
C-45 Payment for Foam Concentrate	41
C-47 Annual Minimum Guarantee	41

### SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT (Cont)

C-46 Miscella	neous Costs to the Contractor	41
C-48 Paymen C-49 Helicopt	t Procedureser Manager Delegated Authorities	41 41
C-50 Definitio	ns	42
C-51 Abbrevia	ations	47
EXHIBITS EXHIBIT 1	First Aid Kit Aeronautical	49
EXHIBIT 2	Survival Kit Aeronautical (Lower-48)	50
EXHIBIT 3	Alaska Supplement	51
EXHIBIT 4	Restraint Systems Condition Inspection Guidelines	54
EXHIBIT 5	Additional Suppression/Prescribed Fire Equipment	55
EXHIBIT 6	High Visibility Markings on Main Rotor Blades	60
EXHIBIT 7	Additional Avionics Equipment	61
EXHIBIT 8	Fuel Servicing Equipment Requirements	63
EXHIBIT 9 F	Pilot Operations Briefing Certificate	68
EXHIBIT 10	Interagency Guidelines For Vertical Reference/External Load Training Standards	. 69
EXHIBIT 11	Helicopter Make/Model/Series Lists	70
EXHIBIT 12	Helicopter Services Hourly Flight Rates, Fuel Consumption, and Weight Reduction Chart	72
EXHIBIT 13	Interagency Helicopter Load Calculation	73
EXHIBIT 14	Helicopter and Fuel Service Vehicle Pre-Use Checklist	76
EXHIBIT 15	Performance Report	77
EXHIBIT 16	Performance by Government-Furnished Pilot	78
EXHIBIT 17	Department of Labor, Wage Determinations	80
EXHIBIT 18	Contractors Verification of Individual Helicopter Pilot Requirements and Experience For Initial Interagency Approval	86
EXHIBIT 19	Vendor-Provided Helitorch and Services	87
EXHIBIT 20	Air Attack Tactical Equipment and Approval Requirements for Helicopters Utilized As Air Attack	93
EXHIBIT 21	Resource Ordering and Status System (ROSS) and Web-Status	95

### SECTION D - CONTRACT CLAUSES

	D-1	Contract Terms and Conditions – (Commercial Items) (FAR 52.212-4) (Oct 2003)	96
	D-2	Contract Terms and Conditions Required to Implement Statutes or Executive Orders (Commercial Items) (FAR 52.212-5) (JAN 2005)	101
	D-3	Economic Price Adjustment Specified Flight Rate Contracts	104
	D-4	Property and Personal Damage	105
	D-5	Ordering (FAR 52.216-9) (Oct 1995)	105
	D-6	Order Limitations (FAR 52.216-19) (Oct 1995)	106
	D-7	Indefinite Quantity (FAR 52.216-22) (Oct 1995)	106
	D-8	Option to Extend Services (FAR 52.217-8) (NOV 1999)	107
	D9	Option to Extend the Term of the Contract (FAR 52.217-9) (MAR 2000)	107
	D-10	Statement of Equivalent Rates for Federal Hires (FAR 52.222-42) (MAY 1989)	107
	D-11	Permits and Responsibilities (FAR 52.236-7) (NOV 1991)	107
<b>S</b> E	ECTIO	N E – SOLICITATION PROVISIONS	
	E-1	Instructions to Offerors-Commercial Items (FAR 52.212-1) (JAN 2004) (Tailored/Addenda)	108
	E-2	Evaluation – Commercial Items (FAR 52.212-2) (JAN 1999) (Tailored/Addenda)	112
	E-3	Questionnaire No. 1 – Aircraft Performance Index	114
	E-4	Questionnaire No. 2 – Summary of Accidents	115
	E-5	Synopsis of Safety Program	118
	E-6	Questionnaire No. 3 – Offeror's Past Performance Experience	120
	E-7	Questionnaire No. 4 – Aircraft Performance	122
	E8	Pilot and Relief Pilot – Data Sheet	124
	E-9	Maintenance Personnel – Data Sheet	128
	E-10	Questionnaire No. 4 – IR / Thermal Imaging Information	129
	E-11	Offeror Representations and Certifications – Commercial Items (FAR 52.212-3) (Jan 2005)	130
	E-12	Offeror's Checklist	142

SOLICITATION/CONTRACT/ORDER FOR COMMERC OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 2					MS	1.	REQUISIT	ION NO.	PAGE 1 OF	142
2. CONTRACT	2. CONTRACT NO. 3. AWARD/EFFECTIVE 4. OR				•	5.	SOLICITA		6. SOLICITA	
7. FOR SOLICI	TATION	DATE a. NAME:						G-S-08-9200 HONE NO. (No	B. OFFER DU	
INFORMATI		ORRIN CO	RAK (541)	504-7273	}		collect call	s)	DATE/LOC	AL TIME
9. ISSUED BY		CODE		10. THIS			(541) 504			008 COB
			I		> RESTRICTE	D	DESTINA		12. DISCOUN	NI IERIVIS
	REST SER			⊠ SET	ASIDE: 10	0%	MARKED	BLOCK IS		
	TES NATIO EMKAY DR				R SMALL SINESS			HEDULE		
BEND, OI		<u>-</u>			HUBZONE		13a TH	IS CONTRACT	S A RATED C	)RDFR
							UN	IDER DPAS (15		
					8(A)		13b. RA		TATION	
				NAICS:	481212		14. MET	HOD OF SOLIC <b>RFQ</b>	TATION	
				SIZE ST	D: <b>1500</b>			111 4		
15. DELIVER	ТО	CODE		16. ADI	MINISTERE	D BY	,		CODE	
USDA FO	REST SER	VICE		IISI	DA FORE	ST S	FRVICE			
CONTRA					NTRACTI					
	AL AVIATIO				GIONAL A			OUP		
	OCHOCO V D, OR 977				0 S.E. OC DMOND,					
17a. CONTRAC		FACILITY			YMENT W			Y	CODE	
OFFEROR		CODE		Des	ignate Payr	nent	Office			
					DA, Fores			tor		
					ident Bus					
TELEPHONE N	NO.			_	101B Sun Ave NE					
FACSIMILE NO	).			Alb	Albuquerque, NM 87109					
DUNS NO. 17b. CHECK	IF REMITTAI	NCE IS DIFFERENT	AND PUT	18b. SU	JBMIT INVO	DICES	S TO ADDI	RESS SHOWN I	N BLOCK 18a	UNLESS
SUCH	I ADDRESS I	N OFFER		ВІ	BLOCK BELOW IS CHECKED SEE ADDENDUM					
19. ITEM NO.	90	20. CHEDULE OF SUPPL	IES/SED\/IC	°E0	21. QUANT		22. UNIT	23. UNIT PRICE		24. MOUNT
TILIVINO.	30	TILDULL OF SUFFL	ILS/SERVIC	,	QUAIN	11.1	OINIT	ONIT FRICE	All	NOONT
	R6 TY	PE III CWN HELIC	OPTER SE	RVICES						
	SEE SE	CTION B FOR SCH	IFDIJI F OI	T ITEMS						
25. ACCOUNT		PROPRIATION DATA		TIEMS				26. TOTAL AW	L /ARD AMOUN	IT (For Govt.
								Use Only)		
		RPORATES BY REF						AND 52.212-5 A	ARE ATTACHI	ED.
		QUIRED TO SIGN TI				. AV	/ARD OF C	CONTRACT: RE	FERENCE	
RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHE					) I IR (	OFFER DATED  JR OFFER ON SOLICITATION (BLOCK 5), INCLUDING				
IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SU								OR CHANGES	WHICH ARÉ S	
THE TERMS AND CONDITIONS SPECIFIED HEREIN.  30a. SIGNATURE OF OFFEROR/CONTRACTOR				T				EPTED AS TO IT CA (SIGNATURE OF		)FFICER)
SUR SIGNATURE OF OFFERON/CONTRACTOR					J IG. SIVIILD	JIAIL	O AWEN	S. COOTTOIL OF	23111110111110	
306 NAME A				1						
OR PRIN		F SIGNER (TYPE	30c. DATE	SIGNED			F CONTR	ACTING OFFIC	ER 31c. DA	TE SIGNED

#### **GENERAL ORVERVIEW**

This is an indefinite delivery indefinite quantity, task order, multiple award contract for Interagency Call-When-Needed (CWN) Type III Helicopter Services. Awarded Type III helicopter(s) are to be fully operated, and maintained, including fuel servicing vehicle(s), meeting the requirements of this schedule and the specifications included herein, on a <u>call-when-needed basis</u>. Except for exclusive use flight services, project flight services, end product projects, use of other agency aircraft, and cooperator initial attack aircraft, the Government intends to order requested Type III Helicopter flight services for All Risk Management from Type III Call When Needed Helicopter contracts.

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

#### ORDERS AND PROCEDURES

- (1) Due to the unknown nature of incident support the Governments minimum order requirement for the base year and each subsequent option year is \$1,000.00 for each contract period. The maximum order limit, inclusive of the base and option years is \$4,500,000.00. The order limit does not reflect actual orders only the maximum amount that may be placed through the base and option years.
- (2) Upon award vendors will be assigned a Host Dispatch Unit (the Dispatch Unit which is normally the closest to the Contractors Principle Base of Operation). Requests for aircraft will be placed to the vendor through the vendors assigned Host Dispatch Unit. Priority is given to those vendors within the assigned Host Dispatch Unit.
- (3) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in Section D-6 Order Limitations or 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 clause. The Government may issue orders requiring performance at multiple locations.
- (4) Type III Call When Needed Helicopter <u>flight services</u> for All Risk Management to be furnished under this contract shall be ordered by issuance of a task order (resource order) by the assigned Host Dispatch Unit (dispatch officials) or activities designated in the contract. Task Orders for project flight services may be ordered on a case by case basis, subject to agency procurement requirements. Such orders may be issued from date of award through May 15, 2011, dependent upon the option to renew for 2009 and 2010.

### Note: For ordering purposes the Resource Order will be the Task Order

- (5) The Government will utilize computed performance as per B-6, mission requirements, response time, and price of the ordered resource(s) as a basis of conducting a trade off process to determine Best Value.
- (6) For initial attack the host dispatch unit may give priority to the resources closest to the Incident. However, the number of fire orders in process and actual fire conditions at the time of dispatch may require a deviation from normal procedures in order to respond effectively to such conditions. Any deviation will be within the discretion of the Government, and shall not be deemed a violation of any term or condition of this contract.

- (7) At the time of dispatch or re-assignment, the Government will provide a Task Order (Resource Order Form), including an Incident project name, Incident project order number and request number, to the Contractor. Orders may be issued orally and confirmed by written telecommunications (faxed or e-mailed resource order). To confirm the order the Contractor shall provide the resource order number they were issued or provide a copy of the completed Resource Order Form to the Governments authorized representative upon arrival at the Incident.
- (8) All 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.
- (9) If the Government places a task order and the vendor can not 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.
- (10) 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.

### **SCHEDULE OF ITEMS**

### Indefinite Delivery Indefinite Quantities R6 TYPE III CWN Helicopter Services

2008 through May 15, 2009 With options to renew through May 15, 2011

Except as this contract may otherwise provide, if the Government's requirements (need of Type III CWN Helicopter Flight Services) does not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable priced adjustment.

The Government is obligated to meet the minimum quantity of this contract but may not exceed the maximum quantity on total orders under this contract.

BASE PERIOD – Date of Award 2008- May 15, 2009 Type III CWN Helicopter Services Minimum Quantity	\$ 1,000.00
Maximum Quantity As Priced Per B-1 Schedule of Items 2008	\$1,500.000.00
Option 1 May 16, 2009- May 15, 2010	
Type III CWN Helicopter Services  Minimum Quantity  Maximum Quantity  As Priced Per B-1 Schedule of Items 2009	\$ 1,000.00 \$1,500.000.00
	1
Option 1 May 16, 2010- May 15, 2011  Type III CWN Helicopter Services  Minimum Quantity  Maximum Quantity  As Priced Per B-1 Schedule of Items 2010	\$ 1,000.00 \$1,500.000.00

#### B-1 Schedule of Items

This is a multiple award, Indefinite Delivery Indefinite Quantity, Task Order Type Contract for Interagency Call-When-Needed (CWN) helicopter services. Awarded Type III helicopter(s) are to be fully operated and maintained, including fuel servicing vehicle(s), meeting the requirements of this schedule and the specifications included herein, on a <u>call-when-needed basis</u>.

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

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 Contract.

N Number	C A T	Make	Model & Series	Equipped Weight <sup>2</sup> (as per contract definition)	HOGE Reference	Daily Availability Rate <sup>3</sup> 2008	Daily Availability Rate <sup>3</sup> 2009	Daily Availability Rate <sup>3</sup> 2010	Project Hourly Flight Rate <sup>4</sup> 2008	Project Hourly Flight Rate <sup>4</sup> 2009	Project Hourly Flight Rate <sup>4</sup> 2010
					HIGE: HOGE:						
					HIGE: HOGE:						
					HIGE: HOGE:						
					HIGE: HOGE:						
					HIGE:HOGE:						

(Add Additional Sheets as Necessary)

Helicopter(s) under initially awarded contract(s) 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 contract option period(s). The helicopter's contracted equipped weight is determined using weight and balance data which was determined by actual weighing of the aircraft within 24 months preceding the award date of the contract and 36 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 and doors shall not be removed to meet contract equipped weight for performance. If the government requires additional equipment after contract award no penalty will be assessed.

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.

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

<sup>&</sup>lt;sup>2</sup> Equipped weight equals the Empty Weight (as listed in the Weight and Balance Data) **plus** the weight of lubricants, unusable fuel and onboard equipment required by contract (e.g., survival kit, rappel bracket).

<sup>&</sup>lt;sup>3</sup> Offerors shall submit Daily Availability. The awarded daily availability rate shall include all fixed and variable costs (depreciation, salaries, overnight allowances including travel to and from lodging, overhead, permanent shop facilities, etc.) incurred in providing continuous service exclusive of those costs directly attributed to actual flight.

<sup>&</sup>lt;sup>4</sup> Project Flight Rates will not be used in the evaluation for award. Project rates are not subject to the economic price adjustment and to be offered accordingly for the option years.

B-2	Additional Personnel:
	\$500 per day for each authorized additional personnel for travel days and work days.
B-3	Extended Standby Rate:
	\$43.00 per hour for each authorized personnel
B-4	Government Furnished Pilot
Cont	actor will  will not  authorize performance of work under the contract by a Government Pilot
B-5	Principle Base of Operation
	Offeror shall enter the location of the "Principle Base of Operation" in accordance with the definitions found in Section C for the offered aircraft. The location of the Contractor's Operating Certificate is the determining factor as to where the Contract is administered. Therefore, the same aircraft number will not be awarded/administered under more than one Forest Service CWN contract.
Loca	tion (Physical Address)  State

**Note:** Offers for furnishing services on a "Call-When-Needed" Basis are being solicited from operators that hold certificates in Region 6 which entails the states of Oregon and Washington.

### **B-6** Aircraft Performance Specifications (minimum)

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

dupublinty of novering out of ground enfoct (11002) in the following conditions.
200 lbs for each required flight crewmember
1½ hours of fuel (includes reserve fuel). Use 7-lbs per gallon to compute weight of Jet A.
5000' PA
30 °C
380 lbs (non-jettisonable payload)

### Load Calculation

Aircraft performance capabilities shall be computed by using the above information and documented on the Standard Interagency Helicopter Load Calculation form (Exhibit 13, Interagency Helicopter Load Calculation).

The Offeror shall use the computation values listed in Exhibit 12, Helicopter Services Hourly Flight Rates, Fuel Consumption, and Weight Reduction Chart applicable to the make, model, and series being offered.

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

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

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 and must take place within 24 months prior to the proposal submittal.
- Helicopter(s) under awarded contract(s) resulting from this solicitation shall remain at or below their bid (contract awarded) helicopter equipped weight during the base year. Helicopters will be allowed 1% above the awarded contracted helicopter equipped weight during the contract 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 24 months preceding the award date of the contract and 36
  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. If the government
  requires additional equipment after contract award no penalty will be assessed

#### **B-7** Engine Requirement: Turbine engine(s).

### **B-8** Maximum Complement of Personnel by Aircraft Type

Maximum complement of personnel to be provided with each Type III Helicopter is as follows unless additional personnel are ordered by the Government. Typical complement is 2 personnel – see notes below.

Remain Over Night Allowance (RON)	Extended Standby
Complement of Personnel for RON is <u>3.</u> To accommodate fuel truck driver/DOT regulations.	Complement of Personnel for Extended Standby is <u>2</u> with the exception of the Aerospatiale SA 315B (Lama) which a complement of <u>3</u> is acceptable.

B-9	Acceptable W	ork S	chedules (check one of the following)
	<u> </u>		12/12

### **B-10 Additional Offered Equipment**

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

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.

$\sqrt{}$	Description	Capacity	Quantity	Unit	Unit Price
	Seeder			Day	\$
	Fertilizer Spreader			Day	\$
	Fixed Suppressant/Retardant Delivery Tank (Exhibit			Day	\$
	5)				
	Dip Tank/Water Pumps			Day	\$
	Spill Containment Barrier			Day	\$
	Firesno Aerial Foam System			Day	\$
	Contractor Furnished (CF) Helitorch Services			DAY	Negotiated
	(Includes equipment, personnel, gelled fuel) FS				_
	approval required, see Exhibit 19				
	Remote Sensing Equipment (Infrared Camera			DAY	Negotiated
	w/operator) – Offeror to provide Camera				
	requirements, see Section E-10				
	Closed Circuit Fueling System (Exhibit 8)				N/A
	Contractor furnished Long -line				N/A
	Long-line (vertical reference) qualified – if offering see				N/A
	the requirements found in clause C-12 Pilot				
	requirements and Exhibit 10.				
	Litter Kit				N/A
	GPS Data Connector (Exhibit 7)				N/A
	Additional GPS Antenna (Exhibit 7)				N/A
	Long-Line/Remote Hook – If offering see the				N/A
	requirements found in clause C-4 d 20 & Exhibit 5				
	Digital P25 VHF-FM (FM-1) Transceiver				N/A
	Interphone-All passenger positions				N/A
	IFR qualified aircraft and Pilot				N/A
	Fuel Servicing Vehicle Radio (Exhibit 7)				N/A
	Snow-landing equipment				N/A
	Interagency Aerial Ignition Guide Approved				
	Equipment				

### C-1 Scope of Contract

- A. The intent of this solicitation and any resultant Contract is to obtain services of Type III Helicopters fully operated by qualified personnel and equipped to meet specifications for use in administration and protection of Public Lands.
- B. The Helicopter furnished will be used for fire incident support, and may also be used for project, law enforcement, and administrative flights. If the contractor agrees to perform law enforcement flights, such agreement shall be in writing.
- C. Contract personnel shall conduct themselves in a professional and cooperative manner in fulfilling this Contract.
- D. The Government has Interagency and Cooperative agreements with Federal and State Agencies and private landholders. Aircraft may be dispatched under this contract for such use.
- E. When operating in Alaska, see Exhibit 3, Alaska Supplement, for additional requirements.
- F.When operating as an Air Attack Platform aircraft shall meet and be inspected to the requirements as shown in Exhibit 20.

### C-2 Certifications

### A. General

- Contractors shall be currently certificated to meet 14 Code of Federal Regulations (CFR), 133
  (External Load Operations), 135 (Air Taxi Operators and Commercial Operations), and 137
  (Agricultural Aircraft Operations), as applicable. Any helicopter offered shall be listed by make, model, series, and registration number on the Operators Certificates.
- 2. Helicopters shall conform to the approved type design, be maintained and operated in accordance with type certificate requirements not withstanding the aviation regulations of the State in which the helicopter may be operated except those requirements specifically waived by the CO. Since a 135 certificate is required, the aircraft will be maintained in accordance with their FAA approved maintenance program. 14 CFR Part 133 and 137 aircraft will be maintained in accordance with the type certificate and applicable supplemental type certificates (STC).
- 3. When ordered by the Government, helicopter shall carry its fully rated capacity of passengers and/or cargo allowable as determined by the Interagency Helicopter Load Calculation method irrespective of the minimum requirements stated in the Schedule of Items. Load calculations shall be computed and completed by the pilot using Form FS 5700-17 or Form OAS-67.
- 4. Each helicopter shall operate in accordance with an approved 14 CFR Part 133, Rotorcraft Load Combination Flight Manual (RLCFM), unless the requirement is specifically waived by the CO. A copy of the RLCFM shall be kept with the aircraft at all times.
- 5. All passenger-carrying flights, regardless of the number of passengers carried, shall be conducted in accordance with the Contractor's operations specifications.
- 6. Helicopters shall be certificated in Normal or Transport Category.
- 7. The Government may elect not to utilize individual aircraft for passenger transport.
- 8. 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 (Short Form) FAR Clause 52.245-4 (JUN 2003).
- B. The Government will deliver the following items to the Contractor upon arrival at the assigned work location:
  - 1. Interagency Aviation Transport of Hazardous Materials Handbook/Guide with any applicable Department of Transportation (DOT) Special Permit Letters and Emergency Response Guide.
  - 2. Personal fire shelter for each flight crewmember. Instructions in shelter deployment to be provided by the Helicopter Manager.
- C. Foam Concentrate will be provided by the Government as needed in accordance with the most current Qualified Product List as specified at www.fs.fed.us/rm/fire

### C-4 Aircraft Requirements

#### A. General

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

### B. Condition of Equipment

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

### C. Center of Gravity

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

### D. General Equipment

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

- 1. A copy of the Awarded Contract and modification(s) shall remain in the helicopter during the Contract period(s).
- Instrumentation required by the Type Certificate and 14 CFR for use with the make and model furnished.
- 3. Free air temperature gauge.
- 4. Approved Aircraft lighting for night operation in accordance with 14 CFR Part 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).
- 7. Additional Suppression/Prescribed Fire Equipment (Exhibit 5, Additional Suppression/Prescribed Fire Equipment) as applicable.
- 8. Seat belts for all seats. One set of individual lap belts for each occupant.
- 9. FAA approved double-strap shoulder harness with automatic locking inertia reels for each front seat occupant. Shoulder straps and lap belts shall fasten with one single-point, metal-to-metal, and quick-release mechanism. Standard factory shoulder harnesses are acceptable for Aerospatiale and Bell transport category helicopters. Military style harnesses are acceptable. (Exhibit 4, Restraint Systems Condition Inspection Guidelines).
- 10. FAA approved shoulder harness integrated with seat belt with one single point metal to metal quick release mechanism for each passenger position.
- 11. One flight hour meter (Hobbs) installed in a location observable by the pilot and front seat observer while seated. The meter shall be wired in series with a switch on the collective control, and a switch activated by engine or transmission oil pressure or equivalent system, to record flight time (in hours and tenths of hours) only.
- 12. External load operations from other than the manufacturers 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 STC's are not acceptable unless operational gauges are installed in a

manner which allows observation while the pilot's focus is on the external load. Minimum required operational gauges will include a Master Caution Light, N1 Gauge, Torgue Gauge, and Engine Temperature Gauge.

- 13. Convex mirror for observation of external loads and landing gear (not required for aircraft equipped ONLY for vertical reference operations).
- 14. The Fire extinguisher(s) shall be a hand-held bottle, fully charged, with a minimum of 1.5 pounds capacity and 2-B:C rating, maintained in accordance with NFPA 10 and mounted with a quick release attachment accessible to the flight crew while seated.
- 15. Helicopters with a floor height greater than 18-inches shall have an approved personnel access step to assure safe entrance and exit from each door of the helicopter. A section of external cargo rack may be utilized as a step by providing a clear space covered with non-skid material.
- 16. Complete set of current aeronautical charts covering area of operation. The Contractor shall be responsible for providing navigation publications.
- 17. Dual controls are required for pilot evaluations.
- 18. One or more independently switched white or white and red strobe light(s) mounted on top of the helicopter or otherwise visible from above.
  - In accordance with 14 CFR Part 27.1401, Anti-collision Light System (d) Color. Each anti-collision light shall be aviation red and shall meet the applicable requirements of 14 CFR Part 27.1397. In order to meet contract specifications, Contractors shall obtain FAA approval (FAA Form 337) to alter the aircraft, if applicable.
- 19. High visibility markings on main rotor blades (Exhibit 6, High Visibility Markings on Main Rotor Blades).

#### 20. Hook

- a. Cargo Hook
  - 1. One cargo hook that may be loaded and locked in a single motion with one hand and is rated at the maximum lifting capacity of the aircraft.
  - 2. As a minimum, the cargo hook shall be completely disassembled and inspected with repairs made as required, lubricated and a full-load operational check in accordance with manufacturers recommendations.
- Remote Hook/Long line
   One remote cargo hook and 150 foot long line. Long line may consist of multiple segments and none shorter than 50 feet as per Exhibit 5.
- 21. Variable capacity collapsible bucket(s)
  - One (1) collapsible, variable capacity water/retardant bucket shall be furnished under this contract.
  - b. The bucket, at 100 percent of manufacturer's rated capacity (+/-5%) shall be commensurate with the maximum OGE lifting capability of the helicopter at 5000 PA and 30 degrees C with a 200 pound pilot(s) and 1 1/2 hours of total fuel. The bucket shall be capable of being operated with all increments of the long-line. No partial dips allowed.
  - c. Environmental operating conditions may dictate the need for more than one size bucket.

- d. Helicopters equipped with electronic helicopter hook load measuring system (load cells) that provide a cockpit readout of the actual external load and a bucket that is equipped with a gating system and or a powerfill bucket hat allows part of the load to be dispensed while retaining the remainder of the load are approved in lieu of the second bucket.
- e. Capacity of each position or adjustment level shall be marked on the bucket. Collapsible buckets with cinch straps shall only be adjusted to the marked graduations (i.e., 90%, 80%, 70%). Attempts to establish intermediate graduations or capacities below the manufacturer's minimum graduation (by tying knots, etc.) are prohibited. Powerfill buckets do not need to be cinched.
- f. An Operations Manual for the type bucket(s) provided shall be available on site.
- g. Either the weight of the bucket or capacity at each adjustment level shall be marked on the bucket or the operator shall have a written statement of the maximum capacity (weight) at each adjustment point.
- h. The jettison-arming switch, if equipped, shall be in the armed position during external load operations.
- i. When a bucket is attached directly to the cargo hook, it is critical to measure the maximum length of the extended bucket from the shackle on the control head to the extended dump valve/fire sock, making sure that it is at least 6-inches less than the distance from the belly hook to the closest possible point on the tail rotor. Lines attached between the cargo hook and the bucket shall extend the bucket past the outside arc of the tail rotor, the line shall be no shorter than 50 feet.
- 22. The bucket gate open/close switch or switches shall be clearly marked for "open" and "closed," spring-loaded to the "OFF" position, and mounted on the collective pitch lever to avoid confusion with the cargo hook release. The switch shall be of a different design and shall be mounted in such a way as to not easily be confused with the RPM Control (Beep) switch.
- 23. An auxiliary power connector (MS3112E12-3S) protected by a 5-amp circuit breaker connected to the avionics or main aircraft power buss shall be permanently mounted in a location convenient to the passenger compartment. Pin A shall be +24 VDC in 24 volt aircraft, Pin B shall be aircraft ground. Pin C shall be + 12 volts VDC in 12 volt aircraft. Never apply power to both Pin A and Pin C simultaneously.
- 24. Fuel Servicing Vehicle (Exhibit 7 Additional Avionics Equipment and Exhibit 8 Fuel Servicing Equipment Requirements). (Not required for Alaska).
- 25. FAA Approved Extended Height /High Skid Landing Gear (if available by STC or aircraft manufacturer).
- 26. FAA approved high visibility, pulsating, forward facing, conspicuity lighting.
- 27. FAA-approved locking cap(s) on all fuel filler ports. Single point refueling port dust caps need not have an FAA approved locking device.
- 28. Internal baggage compartment/external cargo baskets/racks. Fifteen (15) cubic feet of cargo space with isolated internal baggage compartment(s) capable of accommodating 58-inch long shovels, rakes, and other fire fighting tools (requires rear bulkhead modification of baggage compartment of some models). External cargo basket(s)/rack(s) with a closing mechanical latching lid may be provided in lieu of baggage compartments, which cannot be modified to accept fire tools. The lid shall cover the entire basket/rack. Cargo basket/rack shall be at least 4-inches deep. The devices

shall be simple in function and have the capacity of being installed quickly. If lid is not manufactured for make and model then cargo shall be secured with tie down nets, straps, or bungee.

### C-5 Aircraft Maintenance

### A. General

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

- 15. The aircraft's equipped weight is determined using weight and balance data which was determined by actual weighing of the aircraft within 24 months preceding the award date of the contract and 36 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. If the government requires additional equipment after contract award no penalty will be assessed.
- 16. A list of equipment installed in the aircraft at the time of weighing shall be compiled. The equipment list shall include the name of each item installed. Items that may be easily removed or installed for aircraft configuration changes (seats, doors, radios, cargo hook, baskets, special mission equipment, etc.) shall also be listed including the name, weight, and arm of each item. Each page of the equipment list shall identify the specific aircraft by serial and registration number. Each page of the equipment list shall be dated indicating the last date of actual weighing or computation. The weight and balance shall be revised each time equipment is removed or installed.
- 17. When the contract equipped weight of the aircraft, as noted by registration number in Section B, Schedule of Items, changes, the contractor shall notify the CO of the change and submit a revised weight and balance as required by the contract.

### B. Turbine Engine Power Assurance Checks

- 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 graph of the power assurance checks will be maintained with the aircraft under this Contract and any renewal periods.
- Helicopters with power output below the minimum published performance charts shall be removed from service. The below-minimum power condition shall be corrected before return to service and contract availability.

### C. Maintenance Flights

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

### C-6 Aircraft and Equipment Security

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

### C-7 Avionics Requirements

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

### C-8 Contractor Furnished Avionics Systems

### A. Communications Systems

### 1. Emergency Locator Transmitters

One automatic-portable/automatic-fixed or automatic-fixed Emergency Locator Transmitter (ELT) utilizing an external antenna and meeting the same requirements as those detailed for airplanes in 14 CFR Part 91.207 (excluding 14 CFR Part 91.207f), shall be installed per the manufacturer's installation manual, in a conspicuous or marked location. ELTs certified under TSO-C91 are not acceptable. **Note**: ELTs operating on 121.5 MHz, 406 MHz or both frequencies are acceptable.

### 2. VHF-AM Transceivers

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

#### 3. VHF-FM Transceivers

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

f. The following analog aeronautical VHF-FM transceivers are known to be acceptable until 12/31/2009.

Manufacturer/Brand	Model/Part
Eureka Radio Systems (ERS)	ERS-96000NB with external tone encoder
Northern Airborne Technology	NPX138N-050/070 & NTX138-050
Technisonic Industries	TFM-138 (serial # 1540 & up), TFM-138B/C/D,
	& TFM-500
Wulfsburg Electronics	Flexcom II (non P25 versions), RT-138N, & RT-
_	9600N

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

Technisonic Industries	TDFM-136
Northern Airborne Technology	NPX136D

h. All VHF-FM transceivers (aeronautical, mobile, and portable) furnished to meet the requirements of this contract must be multimode (P25) digital by January 1, 2010. Only P25 compliant transceivers will be acceptable after this date. Multimode (P25) digital aeronautical VHF-FM transceivers must meet FS/AMD A-19. Visit the following website for a copy of FS/AMD A-19 and a current list of acceptable radios: <a href="https://www.fs.fed.us/fire/niicd/documents.html">www.fs.fed.us/fire/niicd/documents.html</a>

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

#### 4. Provisions for AUX-FM Portable Radios

- a. The Contractor shall provide the necessary interface for installing and properly operating an auxiliary VHF-FM portable radio through the aircraft's audio control system(s). The interface shall consist of the appropriate wiring from the audio control system; terminate in an MS3112E12-10S type connector and utilizing the contact assignments as specified by drawing FS/AMD-17 (See <a href="https://www.fs.fed.us/fire/niicd/documents.html">www.fs.fed.us/fire/niicd/documents.html</a>).
- b. One weatherproof, external, broadband antenna (Comant type CI-177 or equal) covering the 150-174 MHz band, with associated RG-58A/U (or equivalent) coaxial cable and connector, terminated in a bulkhead-mounted, female BNC connector adjacent to the above 10-pin connector.
- c. Mounting facilities, in accordance with the specifications of FAA AC 43.13-2A, for secure installation of the auxiliary VHF-FM portable radio in the cockpit shall be provided (Field Support Services (<a href="www.helifire.com">www.helifire.com</a>) AUX-EPH-RB or equivalent). The location of the mounting facilities shall be such that, when connected with an 18-inch adapter cable, allows the co-pilot/observer full and unrestricted movement of the radio's controls.
- d. Positive-polarity microphone excitation voltage shall be provided to the AUX-FM system from the aircraft DC power system through a suitable resistor network. A blocking capacitor shall be provided to prevent the portable radio microphone excitation voltage from entering the system. Side tone for the AUX-FM shall also be provided (NAT AA34, Heritage PA-34, or equivalent).
- e. In lieu of the above AUX-FM requirements, the contractor may substitute one aeronautical VHF-FM transceiver (FM-2) which meets the same requirements as FM-1.

### 5. Automated Flight Following

- a. One Automated Flight Following (AFF) system compatible with the governments AFF tracking network (Webtracker). Not all available AFF systems are compatible with Webtracker nor meet Webtracker's requirements. The contractor shall ensure that the AFF system offered is compatible with Webtracker. To view Webtracker's current compatibility requirements and a list of previously successful AFF equipment manufacturers, refer to <a href="https://www.aff.gov">https://www.aff.gov</a>.
- b. The AFF system shall be powered by the aircraft's electrical system, installed per the manufacturer's installation manual, and operational in all phases of flight. AFF equipment shall utilize as a minimum: Satellite communications, an externally or internally mounted antenna, provide data to the Government's Webtracker software, use aircraft power via a dedicated circuit breaker for power protection, and be mounted so as to not endanger any occupant from AFF equipment during periods of turbulence. Antennas should be placed where they have the best view of the overhead sky as possible. Externally mounted antennas are recommended to improve system performance. Any AFF manufacturer required pilot display(s) or control(s) shall be visible/selectable by the pilot(s). Remote equipment having visual indicators should be mounted in such a manner as to allow visual indicators to be easily visible.
- c. AFF communications shall be fully operational in the lower 48 states. Contractors accepting dispatches to the State of Alaska, Southern Canada, or Western Canada must have an AFF system capable of being tracked in these locations at all times. Not all manufacturers' AFF equipment communication links will operate effectively in all geographic areas.
- d. The contractor shall maintain a subscription service through the AFF equipment provider allowing AFF position reporting for satellite tracking via Webtracker. The position-reporting interval shall be every two minutes while the aircraft is in flight. The contractor shall register their AFF equipment with the Fire Applications Support Desk (FASD) providing: Complete tail number; manufacturer and serial number of the AFF transceiver; aircraft make and model; and Contractor contact information. If the contractor relocates previously registered AFF equipment into another aircraft, then the contractor shall contact the FASD making the appropriate changes prior to aircraft use. In all cases, the contractor shall ensure that the correct aircraft information is indicated within Webtracker. The contractor shall contact the FASD of system changes, scheduled maintenance, and planned service outages.
- e. Registration contact information, a web accessible feedback form, and additional information is available at: <a href="https://www.aff.gov">https://www.aff.gov</a>. The FASD can be reached at (800) 253-5559 or (208) 387-5290.
- f. Prior to the aircraft's annual contract inspection, the contractor shall ensure compliance with all AFF systems requirements. The contractor shall additionally perform an operational check of the system. As a minimum, the operational check shall consist of confirming the aircraft being tested is displayed in Webtracker (indicating it is currently transmitting data to Webtracker) and that all information displayed in Webtracker is current. A username and password are required to access Webtracker. Log on to the AFF website at <a href="https://www.aff.gov">https://www.aff.gov</a> to request a username and password, or contact the FASD.
- g. This clause incorporates Specification Section Supplement available at: <a href="https://www.aff.gov/contractspecs">https://www.aff.gov/contractspecs</a> with the same force and affect as if they were presented as full text herein.

### B. Navigation Systems

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

### C. Transponder/Altitude Encoders

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

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

The aircraft's static system(s) shall be maintained in accordance with the IFR requirements of 14 CFR Part 91, and inspected and tested every 24-calendar months as specified by 14 CFR Part 43, appendix E and 14 CFR 91.411.

#### E. Audio Control Systems

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

### F. Transmitter Selection and Operation

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

### G. Receiver Selection and Operation

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

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

### I. Earphones and Microphones

1. The audio system shall be designed for operation with 600-ohm earphones and carbon-equivalent, noise-canceling boom-type microphones (Gentex electret type Model 5060-2, military dynamic type

M-87/AIC with CE-100 TR preamplifier, or equivalent). Only the pilot's position may be configured for low impedance (dynamic) operation.

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

### J. Push-to-Talk Systems

Separate Push-to-Talk (PTT) switches shall be provided for radio transmitter and ICS microphone operation at the pilot and observer/copilot positions. The pilot's PTT switches shall be mounted on the cyclic control. The observer/co-pilot's PTT switches shall be mounted on the cord to an earphone/microphone connector (Alpine Aerotech AAL280-011-001 or equivalent). In lieu of the observer/co-pilot's cord mounted PTT switches, a foot switch operated PTT system may be utilized. In aircraft requiring two pilots the observer/co-pilot's PTT system may be on the cyclic control. The aft exit passenger positions (two positions minimum) shall be equipped with an ICS PTT switch mounted on a cord to the earphone/microphone connector (Alpine Aerotech AAL280-011-004 or equivalent).

### K. Intercommunications Systems (ICS)

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

### C-9 Avionics Installation and Maintenance Standards

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

### C-10 Operations

#### A. General

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

#### B. Pilot Authority and Responsibilities

- The Pilot-In-Command (PIC) is responsible for the safety of the aircraft, loading and unloading of
  occupants and cargo. The pilot shall comply with the directions of the Government, except when in
  the pilot's judgment compliance will be a violation of applicable federal or state regulations or
  contract provisions. The pilot has final authority to determine whether the flight can be
  accomplished safely and shall refuse any flight or landing which is considered hazardous or unsafe.
- 2. The pilot is responsible for computing the weight and balance for all flights and for assuring that the gross weight and center of gravity do not exceed the aircraft's limitations. Pilots shall be responsible for the proper loading and securing of all cargo. Load calculations (Exhibit 13, Form 5700-17/OAS-67) shall be computed and completed 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 allows and the pilot remains within the arc of the rotor(s). The pilot shall coordinate this action with the Helicopter Manager. Not withstanding the above the aircraft must be shutdown and rotors stopped for pilot to exit aircraft or change seats.
- 5. Pilot will use an approved 14 CFR 135/121 or appropriate 133 or 137 cockpit checklist for all flight operations.
- 6. Toe-in, single-skid, step-out landings are prohibited.
- 7. Equipment such as radios, survival gear, fire tools, etc., shall be located in or on the aircraft in such a manner as to potentially not cause damage or obstruct the operation of equipment or personnel. All cargo shall be properly secured.
- 8. The pilot shall not permit any passenger in the aircraft or any cargo to be loaded therein unless authorized by the CO.

### 9. Passenger Briefing

Before each takeoff, the PIC shall ensure that all passengers have been briefed in accordance with the briefing items contained in 14 CFR 135. 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's 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 Part 91 for VFR (20-minutes reserve).

### C. IFR/Night Flight

Requires USFS approval.

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

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

### E. Bucket Operations

The following procedure shall be used for all bucket operations:

- Determine allowable payload using the Interagency Helicopter Load Calculation, appropriate HOGE helicopter performance charts, and current local temperature and pressure altitude. Partial dips for performance planning purposes are not authorized.
- 2. At the beginning of the fuel cycle, bucket capacity shall be adjusted so that the bucket, when filled to the adjusted capacity, does not exceed the allowable payload.
- 3. Helicopters equipped with electronic hook load measuring systems that provide cockpit readout of the actual external load and a bucket that is equipped with a gating system that allows part of the load to be released while retaining the remainder of the load is authorized.
- 4. For calculation of the allowable bucket payload use 8.3 pounds per gallon for water. When mixed fire retardant is being delivered by bucket, use the actual weight per gallon of the mixed retardant.
- 5. Bucket capacity at each position or adjustment level shall be marked on the bucket. Collapsible buckets with cinch straps shall only be adjusted to marked graduations (i.e., 90%, 80%, 70%). Intermediate graduations or capacities below the manufacturer's minimum graduation (by tying knots, etc.) are prohibited.
- Buckets shall be attached directly to the belly hook unless the pilot is approved for vertical reference.
- 7. Extension (Tag) lines of less than 50-feet are not permitted for bucket operations.

- 8. Aircraft equipped with a tail rotor and conducting external load operations (excluding class A loads) will be limited to an airspeed of 80 knots indicated or the airspeed limitation established by the rotorcraft flight manual, whichever is less. All other aircraft 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 aircraft will operate within an opening no less than 1 ½ times the main rotor diameter (e.g. an aircraft with a 48' main rotor diameter would require a 72' diameter opening).

### F. Dual Controls

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

### G. Exemption for Transportation of Hazardous Material (HazMat)

- 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 emergency response guide shall be aboard each aircraft operating under the provisions of this Special Permit and can be found at this website: <a href="http://amd.nbc.gov/library/handbooks.htm">http://amd.nbc.gov/library/handbooks.htm</a>.
- 2. It is the responsibility of the contractor to ensure that contractor employees have received training in the handling of hazardous materials in accordance with 49 CFR 172. 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: <a href="https://www.iat.gov/Training/modules/a110/pre-110.html">https://www.iat.gov/Training/modules/a110/pre-110.html</a>
- 3. The pilot shall ensure personnel are briefed of specific actions required in the event of an emergency. The pilot shall be given initial written notification of the type, quantity, and the location of hazardous materials placed aboard the aircraft before the start of any project. Thereafter, verbal notification before each flight is acceptable. For operations where when the type and quantity of the materials do not change, repeated notification is not required.

### C-11 Contractor's Environmental Responsibilities

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

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

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

### C-12 Personnel

### A. General

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

### B. Pilot Approvals and Qualifications

- 1. Interagency Pilot Inspectors will verify that Contractor pilots meet the experience and qualification requirements under this contract.
- 2. Each PIC shall, at the discretion of the Government, pass an agency flight evaluation check. The flight check will be in an aircraft supplied by the Contractor at no expense to the Government. The satisfactory completion of the evaluation flight will not substitute for any of the total flight hour requirements listed in this clause.
- 3. Pilots shall complete appropriate portions of the Helicopter Pilot Qualifications and Approval Record (Form FS-5700-20a or AMD 64) prior to helicopter pilot inspector evaluation. 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 program manager, will be the final authority in determining the number of aircraft and/or vendors for which the pilot will be carded.

### C. Pilot Requirements - General

- Commercial or Airline Transport Pilot (ATP) Certificate with appropriate rating (Rotorcraft-Helicopter) and a valid Class I or Class II FAA Medical Certificate.
- 2. Written evidence for make and model to be flown or 14 CFR Part 135 Airman Competency Proficiency Check (FAA Form 8410-3 or equivalent)(as applicable FAA Form 8410-3 or equivalent).
- 3. Written evidence of 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 Part 61.58(b), "Recent Flight Experience" helicopter PICs shall meet requirements of 14 CFR Part 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 <u>pilots</u> meet all requirements as outlined in paragraph C-12 D Pilot Requirements-Experience after award. The contractor shall verify all pilot hours submitted on form AMD-60B/FS-5700-20b as determined from a certified pilot log or permanent record to ensure accuracy. Additionally, the contractor shall identify previous employers and submit the information on form FS 5700-20b (form pending) found in Exhibit 18. The information submitted is subject to verification by an Interagency Pilot Inspector.
- 10. Pilots may function as mechanics providing:
  - a. The pilot meets all the Mechanic Qualifications of this Contract.
  - b. Pilot duty limitations will apply to the pilot when functioning as a mechanic.
  - c. When pilots act as a mechanic, mechanic duties in excess of 2-hours will apply as flight hours on a one-to-one basis toward flight hour limitations.
  - d. A mechanic, other than the pilot, shall perform 50-hour, 100-hour, or progressive inspections.
  - e. If approved by the Contractor's Operations Specifications, and in accordance with 14 CFR 43.3(h), 43.5 and 43.7, pilots may perform preventive maintenance on the aircraft.

### D. Pilot Requirements - Experience

1.

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, and Last 12-Months	
And	
Turbine helicopter operations	100
Or	
Piston helicopter operations	200

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

### 2. Additional Special Mission Requirements:

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

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

### E. Pilot - Equipment Proficiency

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

### F. Pilot - Vertical Reference Proficiency

- 1. Pilots may be required to demonstrate this capability during an agency evaluation. (Exhibit 10, Interagency Guidelines for Vertical Reference/External Load Training Standards)
- 2. Vertical reference qualified pilots shall maintain proficiency in vertical reference or external load operations. When active under Contract for a period of 30-consecutive days and no vertical reference activity occurs, the pilot will be provided a 1-hour proficiency flight at Government expense. This will include snorkel operations on tanked aircraft.
- 3. The Contractor may be considered unavailable for failure to maintain vertical reference proficiency.

### G. Co-pilot Requirements (if applicable)

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

### H. Performance by Government Furnished Pilot (See Exhibit 16)

#### I. Mechanic Qualifications

- 1. The mechanic shall have a valid FAA mechanic certificate with airframe and power plant ratings, and shall have held the certificate or foreign equivalent with both ratings for a period of 24-months. The mechanic shall have been actively engaged in aircraft maintenance as a certificated mechanic for at least 18-months out of the last 24-months.
- 2. The mechanic shall have 12-months experience as an Airframe & Power Plant (A&P) mechanic or foreign equivalent in maintaining helicopters. Three months experience shall have been in the last 2 years.
- 3. The mechanic must show evidence of maintaining a helicopter of the same make and model as offered under "field" conditions for at least 1-full season. Three months experience maintaining a helicopter away from the operator's Principle Base of Operations, and while under minimal supervision, will meet this requirement.
- 4. Mechanics shall have satisfactorily completed a manufacturer's maintenance course or an equivalent Forest Service or DOI-approved Contractor's training program for the make and model of helicopter offered, or show evidence of the mechanic has 12-months maintenance experience on a helicopter of the same make and model offered.
- 5 A company representative, other than the mechanic in question, shall certify that each mechanic offered under this contract has met the minimum certification, training, and experience qualifications of this section.
- 6. When requested by the Government, each Mechanic shall furnish a valid Interagency Mechanic Qualification card for review. The card shall be issued by the designated Interagency Maintenance Inspector for the duration of the Contract, including any optional periods. Should the mechanic

leave the employment of the Contractor, the mechanic shall surrender the card to the Contractor upon termination of employment.

### J. 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.

#### K. Fuel Servicing Vehicle Driver Qualifications

- 1. The Contractor shall furnish a fuel servicing vehicle driver (FSVD) for each day the helicopter is available. The driver shall meet all DOT requirements.
- 2. Driver(s) shall be experienced in proper fueling procedures and be familiar with the safety equipment installed on the fuel servicing vehicle.

### C-13 Conduct and Replacement of Personnel

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

### C-14 Suspension and Revocation of Personnel

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

- 1. The investigation findings and decision indicate no further suspension is required and the interagency pilot/mechanic qualification card(s) is returned to the pilot/mechanic; or
- 2. Revocation action to cancel the interagency pilot/mechanic authorization(s) is taken by the issuing agency in accordance with agency procedures.

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

- A. The Contractor may substitute or replace aircraft or equipment equal to or greater than contract awarded performance after receipt of written approval by the Contracting Officer.
- B. Request for substitution shall be made at least 10 (ten) days prior to the proposed exchange, except for unforeseen conditions.
- C. When pilots are exchanged or replaced, training and familiarization costs, including any required flight time up to 3 (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 who are familiar with the operating area or to affect approved relief pilots.

### C-16 Relief Crews

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

### C-17 Flight Hour and Duty Limitations

- A. All flight time, regardless of how or where performed, except personal pleasure flying, will be reported by each flight crewmember and used to administer flight hour and duty time limitations. Flight time to and from an Assigned Work Location as a flight crewmember (commuting) will be reported and counted toward limitations if it is flown on a duty day. Flight time includes, but is not limited to: military flight time; charter; flight instruction; 14 CFR Part 61.56 flight review; flight examinations by FAA designees; any flight time for which a flight crewmember is compensated; or any other flight time of a commercial nature whether compensated or not.
- B. Various work schedules are acceptable. The compliment of contract personnel shall be on the same work schedule however days off may be staggered (Examples of work schedules are 12 on and 2 off, 12 on and 12 off).
- C. For each day during mobilization and demobilization, duty time will be computed based on the Time Zone at the **point-of-hire**.

### D. Pilots

- 1. Pilot flight hour computations shall begin at liftoff and end at touchdown and will be computed from the flight hour meter installed in the aircraft. All flight hours shall fall within duty hour limitations.
- 2. Flight time shall not exceed a total of 8-hours per day.
- 3. Pilots accumulating 36 or more flight hours in any 6-consecutive duty-days shall be off duty the next day. Flight time shall not exceed a total of 42-hours in any 6-consecutive days. 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.

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

### E. Mechanics

- 1. Within any 24-hour period, personnel shall have a minimum of 8 consecutive hours off duty immediately prior to the beginning of any duty day. Local travel up to a maximum of 30 minutes each way between the work site and place of lodging will not be considered duty time. When one way travel exceeds 30 minutes, the total travel time shall be considered as part of the duty day. Note The above travel time in excess of 30 minutes is considered duty time but is not compensable under standby or extended standby.
- 2. Mechanics will have 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. Relief or substitute mechanics reporting for duty under this contract may be required to furnish a record of all duty time during the previous 14-days.
- 7. When the mechanic serves as the fuel servicing vehicle driver, the more stringent of the duty limitations apply.

### F. Fuel Servicing Vehicle Drivers

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

### C-18 Accident Prevention and Safety

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

#### C-19 Mishaps

#### A. Reporting

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

### B. Forms Submission

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

### C. Wreckage Preservation

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

### D. Investigation

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

### E. Related Costs

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

### F. Search, Rescue, and Salvage

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

### C-20 Personal Protective Equipment

### A. General Operations

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

### B. Helmets

- Contractor flight crew 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 extend below the ears), and the rear of the head. The helmet shall be
  equipped with a chinstrap and shall be appropriately adjusted for proper fit. The helmet shall be
  worn with the chinstrap fastened.
- 2. Flight helmets currently approved for helicopters are the: SPH-5, HGU-84P, SPH-4B, the HGU-56P manufactured by 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:
  - a. FRT Cotton Denim Cloth, MIL-C-24915
  - b. FRT Cotton Chambray Cloth, MIL-C-24916
- 3. Clothing not containing labels identifying the material either by Brand Name or MIL-Spec will not be acceptable.

### D. Ground Operations

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

### E. Personal Flotation Devices

 A personal flotation device (PFD) required by 14 CFR Part 91 shall be worn by each individual on board the helicopter when conducting operations beyond power-off gliding distance to shore, and during all hovering flight operations conducted over water sources such as ponds, streams, lakes, and coastal waters.

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

### C-21 Inspection and Acceptance

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

### A. Pre-Use Inspection of Equipment and Personnel

- 1. After award of the Contract and any renewal thereof, an inspection of the Contractor's equipment and personnel will be made. Inspections will be performed during normal Government working hours at a location mutually agreed to by the Contractor and CO.
- 2. The aircraft, pilot, relief pilot, mechanic, fuel vehicle driver, and fuel servicing vehicle will be made available for inspection as scheduled by the CO.
- 3. At the scheduled inspection, the Contractor shall provide a complete listing of all FAA ADs and Manufacturer's Mandatory Service Bulletins (MSBs) applicable to the make, model, and series of aircraft being offered. Documentation of compliance to each AD and MSB will include date and method of compliance, date of recurring compliance, and an authorized signature and certificate number will be recorded. The list shall be similar to that shown in AC 43-9, as amended.
- 4. All components or items installed in the offered aircraft that are subject to specified time basis or schedule (time/calendar life) for inspection, overhaul, or replacement shall be listed and made available to the Government at time of inspection. The list shall include component name, serial number, service life or inspection/overhaul time, total time since major inspection, overhaul, or replacement and hours/cycles calendar time remaining before required inspection, overhaul, or replacement. The list shall be similar to that shown in AC 43-9, as amended.
- 5. The Contractor may be required to furnish a copy of the procedures manual and revisions as required by 14 CFR Part 135 (as applicable).
- 6. Each fuel servicing driver will be expected to demonstrate knowledge of correct fueling procedures, and fueling and safety equipment installed on the fuel-servicing vehicle. Contractor shall have equipment and personnel to change the filter on the fuel service vehicle as required.
- 7. The fuel service vehicle approval is only an indication that the vehicle meets the additional equipment requirements of this Contract, and in no way indicates that the vehicle meets any requirement of 49 CFR.
- 8. Contractors shall ensure **all** documentation submitted for pilot approvals 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 C21 A.9 b, shall be submitted annually for each pilot needing interagency approval. (note; the CO may require additional information and documentation)
- 9. The items described below shall be made available at the pre-use or renewal inspection:
  - a. Certificates/Contract
    - i. Copy of 14 CFR 133
    - ii. Copy of 14 CFR 135
    - iii. Copy of 14 CFR 137
    - iv. Complete copy of awarded Contract, including modifications, with each aircraft

#### b. Pilots

- Completed "Pilots qualifications and Approval Record" (USFS Form FS-5700-20a Or AMD Form 64B).
- ii. Completed "Flight Hour Requirements & Experience Verification form" (See Exhibit 18)
   (This form required only for pilots seeking their initial (first time) Interagency approval).
- Signed and dated signature page from the "Operations and Safety Procedures Guide for Helicopter Pilots".
- iv. Copy of FAA Pilot Certificate. (Both front and back may be needed to obtain all of the required information)
- v. Copy of current Medical Certificate.
- vi. Copy of **current** FAR 135 Airman Competency / Proficiency Check. "FAA form 8410-3" for each standard category make and model helicopter the pilot seeks approval in. (**Required if operating aircraft listed on the operators 135 Certificate**)

"OR"

vii. Copy of current Flight Review. (Required if pilot does not have a valid FAA Flight Review within the last 24 months)

#### "AND"

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

- viii. Copy of FAR 133 endorsement.
- ix. Copy of FAR 137 endorsement.
- x. Completed Load Calculation form for each aircraft make/model in which the pilot is seeking approval. Included with the Load Calculation will be notations indicating what chart(s) are used (i.e. page and illustration or chart number).
- xi. Completed "Vertical Reference Flight Training Endorsement" (required for long-line operations and snorkel operations conducted in aircraft not equipped with mirrors for external load operations).

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

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

xiii. Prior to receiving an interagency "Pilot Qualification Card", all helicopters pilots are required to complete the on-line training modules for helicopter fire operations at least every 36 months. These modules are listed on the Interagency Aviation Training (IAT) website at

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

### xiii. Equipment Check Endorsement

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

### 1. Operations Training: 1.0 hour Minimum

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

### 2. Aircraft Ground Training: 2.0 hour Minimum

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

## 3. Aircraft Flight Training: 1.0 hour Minimum

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

### c. Equipment

- i. Appropriate equipment installed, or available to be installed, on the aircraft for the flight evaluation; i.e. dual controls, communications and navigation equipment and buckets.
- ii. Longline(s) of at least 150 feet and a suitable weight shall be available.
- iii. Aircraft maintenance records.
- iv. Fuel servicing vehicle available.
- d. Mechanic(s)
  - i. A&P Mechanic available
  - Completed A&P Qualifications and Approval Record Form with applicable qualifying mechanic's records.

#### C-22 Pre-Use Inspection Expenses

- A. All operating expenses incidental to the inspection shall be borne by the Contractor.
- B. Pilot evaluation flights may require up to 2-hours of flight time for each pilot as deemed necessary by the CO. All evaluation flights shall be performed in a helicopter of like make and model furnished for the contract (Exhibit 11, Helicopter Make/Model/Series Lists).
- C. The Contractor shall ensure that a set of fully operational dual flight controls are installed in the aircraft during all pilot evaluation flights.
- D. The Contractor will not be charged for the costs incurred by the Government on the initial pre-use inspection.

#### C-23 Re-inspection Expenses

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

### C-24 Inspections During Use

- A. At any time during the Contract period, the CO may require inspections/tests as deemed necessary to determine that the Contractor's equipment and/or personnel currently meet specifications. Government costs incurred during these inspections will not be charged to the Contractor.
- B. Should the inspections/tests reveal deficiencies that require corrective action and subsequent reinspection, the actual costs incurred by the Government may be charged to the Contractor.
- C. When the aircraft becomes unavailable due to mechanical breakdown, the Government reserves the right to inspect the aircraft after the Contractor's mechanic has approved the aircraft for return to service. For items covered under 14 CFR Part 135.415, the Contractor shall furnish the CO with a completed copy of FAA Form 8010-4, Malfunction or Defect Report, or a Helicopter Association International (HAI) Maintenance Malfunction/Information Reporting Form 9 (as applicable).

## C-25 Contract Period and Renewal Option

The Contract period shall extend from date of the award through May 15, 2009. At the option of the Government, the Contract may be renewed for 2-additional one year option periods, provided that the CO serves notice of intent to renew at least 60-days prior to Contract expiration. The renewal will be with the same terms and conditions. Availability shall be offered for base year and each optional renewal period (See Section B, Schedule of Items); however, the non-fuel portion of the Government established flight rate will be subject to the provisions of Section D, Economic Price Adjustment Clause.

### C-26 Authorized Ordering Activities

The designated Host Dispatch Center, which is normally the closest Dispatch Center to the Contractors Principle Base of Operation, is the only office authorized to place orders under the Contract. Contractors shall not accept orders from any other source. Specifics on the Host Dispatch Center (authorized ordering activity) will be issued with the award letter.

### C-27 Ordering Procedures

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

- A. Orders for service will be placed with the Contractor as needed. Orders will be filled based on performance, cost and urgency. The Government, prior to award, will calculate performance and allowable payload for each aircraft on contract as per Section B-6. Computed performance, mission requirements, allowable payload for conditions expected at the assigned work location, aircraft configuration, location of aircraft and crew at the time of the need may take precedent over other factors including cost when ordering aircraft.
- B. The Government does not guarantee the placement of any orders for service under the Contract and the Contractor is not obligated to accept any orders. However, once the Contractor accepts an order, the Contractor is obligated to perform in accordance with the terms and conditions stated herein.

#### C-28 Point-of-Hire

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

### C-29 Assigned Work Location(s)

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

### C-30 Ordered Availability Periods

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

## C-31 Daily Availability Requirements

- A. <u>Equipment</u> Continental United States Helicopters and associated equipment will be available 14-hours each day beginning at start of morning civil twilight, unless otherwise specified by the CO. Helicopters and associated equipment will not be removed from the Assigned Work Location without the approval of the CO.
- B. Personnel Personnel will be in one of the following categories of availability:
  - Standby Personnel will be on Standby status each day. The beginning of the Standby period will be set by the CO and may be adjusted from day-to-day. Once Standby begins, the standby period will continue for 9 consecutive hours regardless of the payment status of the aircraft. During the Standby period, with the exception of the first 30 minute period to accommodate preflight, the personnel/aircraft shall be able to respond to a dispatch within 15-minutes unless an alternate response time is established by the CO.
  - 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 aircraft, nor is it paid while crew is traveling to and from place of lodging. Extended standby must be specifically ORDERED and documented on the Flight Use Report by the Government and only in unusual circumstances will the Government compensate the Contractor for extended standby when aircraft is not also available for immediate dispatch. Extended Standby is not applicable to double-flight crews. Extended Standby applies only to the awarded number of compensable personnel provided with each aircraft.
  - 3. <u>Authorized Break</u> During the standby period, requirements may be modified by the CO to allow Contractor's personnel time off away from the Assigned Work Location or to conduct routine maintenance. No deduction of availability will be made for such authorized breaks except when Contractor personnel fail to return to Standby upon request. The Contractor will provide the CO with information on how to contact Contractor personnel. Personnel will be allowed 1-hour to return to standby status after the contact attempt is made. Failure to return to work within 1-hour will result in loss of availability.
  - 4. Release from Duty The Contractor's personnel may be released and be considered off duty prior to completion of their individual crew duty limitation period. Once released, the Contractor personnel are not required to return to Standby status the same day. Service shall be recorded as fully available provided the CO has approved release of the Contractor's personnel in advance.

### C-32 Unavailability

- A. The Contractor will be considered to be "Unavailable" whenever equipment or personnel are unable to perform or fail to perform the requirements of this Contract. Also the aircraft will be considered unavailable when the pilot, mechanic, or fuel servicing vehicle driver cannot perform because of duty limitations unless a relief crew is provided. Unavailability however, will not be assessed when pilot(s) has reached flight and/or duty limitations while performing under this Contract when the conditions in C.17, Flight and Duty Limitations occur.
- B. Unavailability status will continue until the deficiency is corrected. It is the Contractor's responsibility to inform the CO whenever the equipment or personnel become available. Inspection by the Government after a performance failure has occurred will be made as promptly as possible after the Contractor has given notice that the deficiency has been corrected. When Inspection reveals that the failure has been corrected, the Contractor will be considered in "Available" status from the time the Contractor gives notice to the Government that the deficiency has been corrected. If consistent failure to respond to dispatches occurs, the CO retains the right to require check flights at Contractor's expense.
- C. Periods of Unavailability will be accumulated for the day and posted on the Flight Use Report as actual clock unavailability. There will no longer be a need to round the nearest quarter hour or reduce unavailability by 1/56.

## C-33 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-34 Payment for Availability

- A. Availability will be paid at the applicable rate specified in the Schedule of Items only when Contractor's equipment and personnel meet the Daily Availability Requirements and are recorded in ABS.
- 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-35 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.
- C. The Contractor will not be compensated for Extended Standby when the aircraft is not available for immediate dispatch, except when authorized by the CO.

## C-36 Payment for Project Work

- A. Services may be ordered for short periods of time (normally 1-day or less) to accomplish project work.
- B. When service is ordered under the Project Rate specified in the Schedule of Items, payment will be made only for actual flight time performed. Daily Availability rate is not applicable. When the Project Rate is in effect and when the project extends for more than 1-day, incurred Remain-Over-Night (RON) costs will be reimbursed in accordance with the Federal Travel Regulations (FTRs).
- C. Services may also be ordered under the Daily Availability Rate specified in the Schedule of Items, plus the flight rate specified (Exhibit 12, Helicopter Services Hourly Flight Rates, Fuel Consumption, and Weight Reduction Chart). When the Daily Availability method of payment is used, RON fees are not applicable.
- D. The method of payment shall be established prior to the start of the project. The selected method of payment will be used for the duration of the project.

### C-37 Reimbursement for Mobilization and Demobilization Costs

- A. During mobilization and demobilization on any day in which flight is performed and no Daily Availability is earned, a lump sum of \$500 per day per authorized crewmember will be paid. Flight time performed will be paid at the applicable flight rate (Exhibit 12, Helicopter Services Hourly Flight Rates, Fuel consumption, and Weight Reduction Chart).
- B. Mobilization and Demobilization is not applicable if the helicopter is reassigned. The rate in affect for a reassignment is the daily availability rate plus flight.
- C. Mobilization and Demobilization are not applicable when using project flight rate.
- D. Mobilization and Demobilization payment is not intended to compensate the Contractor on a one-to-one basis for incurred costs.
- E. The Contractor will be reimbursed for fuel service vehicle mileage, airport landing fees, airport use costs (tie-downs) truck permits or taxes at points-of-entry associated with performance under this Contract. Costs associated with preparing the aircraft for service will not be paid.
- F. The costs shall be necessary and reasonable in amount. Itemized receipts must support claims for reimbursement and must be kept on file by the contractor and made available to the CO upon request. Salary costs for Contractor employee(s) while in travel status will not be paid.

- G. Claims for reimbursement shall be documented on the Flight Use Report. Supporting itemized receipts and other documents to verify costs will be provided to the CO upon request.
- H. Failure to perform upon arrival at the Assigned Work Location may result in non-payment of all mobilization and demobilization costs.
- I. When an aircraft is released from the Assigned Work Location, demobilization costs will be paid back to the original point-of-hire providing that is the immediate destination after release. Should the aircraft not immediately return to the original point-of-hire, demobilization costs will only be paid as they actually occur.
- J. During mobilization, if cancellation occurs after flight has commenced, the Contractor will be compensated in accordance with the above provisions.

## C-38 Ordering/Payment for Additional Personnel

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

- A. When ordered by the CO, each additional crewmember will be paid a lump sum of \$500 per day for travel days and work days if the crewmember arrives or departs at the Assigned Work Location at or before 1200 hours (noon local time). A crewmember arriving or departing after 1200 hours (noon local time) will be paid one-half the amount.
- B. Transportation costs shall be reviewed by the CO to determine reasonableness prior to ordering. Reasonable costs of roundtrip transportation, not to exceed the cost of transportation from the aircraft point-of-hire and return, will be paid. This does not apply to relief crews brought in by the Contractor on primary pilot or crews' mandatory days off.

## C-39 Transporting of Relief Crew

- A. The reasonable cost of transporting a relief crew to and from the current Assigned Work Location of the Helicopter will be paid by the Government. Claims for reimbursement 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. Salary costs for Contractor employee(s) while in travel status is not a cost for which the Government will reimburse the Contractor.
- B. Relief Crew Costs will only be paid once every 14 days regardless of work schedules. The Government is entitled to 12 days of service under this contract before relief costs are authorized for payment.

## C-40 Ordering Additional Equipment

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

#### C-41 Additional Aircraft after Contract Award

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

#### C-42 Meals

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

## C-43 Payment for Fuel Servicing Vehicle Mileage

- A. A fuel-servicing vehicle is required for all fire support use. At the CO's option, a fuel-servicing vehicle may be ordered for project work.
- B. The price of the vehicle is included in the daily availability rate or project flight rate offered for both fire and project use.
- C. When dispatched by the Government, applicable mileage rates will be paid to and from the Assigned Work Location, beginning at the Contractor's Principle Base of Operations or from the location of the vehicle at the time of order, whichever is closer. Payment will be made only for miles driven in support of the aircraft. Mileage rate schedule follows:
  - \$ 3.51 per mile where the carrying capacity of aircraft fuel is 1,500-gallons or more.
  - \$ 2.45 per mile where the carrying capacity of aircraft fuel is at least 750-gallons, but less than 1,500-gallons.
  - \$ 1.83 per mile where the carrying capacity of aircraft fuel is at least 350-gallons, but less than 750-gallons.
  - \$ 1.35 per mile where the carrying capacity of aircraft fuel is less than 350-gallons.

#### C-44 Payment for Fuel Transportation

- A. The Government will reimburse the Contractor for costs incurred in transportation of helicopter fuel to sustain Government operations under the following conditions:
  - When Contractor's fuel servicing vehicle cannot travel to an Assigned Work Location due to lack of road access.
  - 2. When Contractor has to arrange for fuel support at an Assigned Work Location to provide a supply for helicopter flights until the Contractor's fuel-servicing vehicle arrives on site.
- B. The CO will designate the method of transportation and the gallons to be transported.
- C. When the CO orders the Contractor to transport fuel by air, the flight time required to transport the fuel will be paid at the Contract flight hour rate.
- D. When the CO orders transportation of fuel by commercial carrier, reimbursement will be based on 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 in ABS.

### C-45 Payment for Foam Concentrate

- A. Payment for approved foam concentrate, when ordered by the CO and furnished by the Contractor, will be made on an actual cost basis. Supporting itemized 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: <a href="https://www.fs.fed.us/rm/fire">www.fs.fed.us/rm/fire</a>.

#### C-46 Miscellaneous Costs to the Contractor

- A. Miscellaneous, unforeseen costs incurred by the Contractor while performing under the terms of the Contract may be reimbursed at actual cost when approved by the CO. Examples of such items are airport landing fees, fuel flowage, airport use costs (tie-downs) truck permits or taxes at points-of-entry. Supporting itemized receipts and other documents to verify incurred costs will be provided to the CO upon request.
- B. Claims for reimbursement shall be documented on the ABS Flight Use Report. In cases where fees are assessed at a later date, claims will be submitted to the CO.

#### C-47 Annual Minimum Guarantee

- A. Minimum guarantee, referred to in Section B, page 3 Schedule of Items, will be for the base contract period and any subsequent renewal period.
- B. If total payments for the contract period are less than the minimum guarantee, the balance will be paid as a lump sum at the end of each contract period. If the contractor rejects an order the Government reserves the right to secure services from others. The Contractors yearly minimum guarantee will be reduced by the amount earned from the filled order.

#### C-48 Payment Procedures

- A. Services Ordered and 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 Report 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 15<sup>th</sup> and those accumulated during the last of the month will be processed about the 1<sup>st</sup> of the following month.

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

Any questions concerning payment should be directed to the appropriate Contracting Officer Representative, or the Contracting Officer at (541) 504-7273.

## C-49 Helicopter Manager Delegated Authorities

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

#### C-50 Definitions

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

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

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

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

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

<u>Aircraft Make, Model, and Series</u>: 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.

<u>Alert Status</u>: 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.

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

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

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

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

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

<u>Authorized Flight or Flying Time</u>: 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.

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

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

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

Cargo: Any material thing carried by the aircraft.

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

<u>Civil Twilight</u>: 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.

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

<u>Empty Weight</u>: The last weight and moment entry on the aircraft weight and balance record. Empty weight is determined using weight and balance data which was determined by actual weighing of the aircraft within 24 months preceding the starting date of the contract and renewal option or following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft.

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

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

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

<u>Federal Aviation Regulations</u>: 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.

<u>First Aid</u>: 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."

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

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

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

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

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

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

<u>Fully Operational</u>: 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.

<u>Fully Rated Capacity</u>: 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.

<u>Ground Mishap, Aircraft</u>: 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.

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

<u>Helitanker</u>: An aerial delivery system that is a helicopter configured for the dispensing of fire retardant or fire suppressant material. Airtanker Board criteria shall apply to helicopters with a minimum capacity of 1000 gallons or more.

<u>Hover-In-Ground-Effect (HIGE)</u>: 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.

<u>Hover-Out-of-Ground Effect (HOGE)</u>: 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.

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

<u>Incident-With-Potential</u>: 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 Part 91.

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

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

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

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

Long-line: A line extended from the cargo hook of a helicopter which is 50-feet or greater in length.

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

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

<u>Mountain Flying - Helicopter Pilot</u>: 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.

<u>Official Sunset and Sunrise</u>: 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.

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

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

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

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

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

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

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

<u>Point-of-Hire</u>: 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.

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

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

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

<u>Rappel Spotter</u>: 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.

<u>Restricted Category</u>: 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.

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

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

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

#### Special Use Missions:

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

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

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

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

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

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

Type I (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.

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

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

#### C-51 Abbreviations

A&P	Airframe & Power plant (Mechanic)
ABS	Aviation Business Systems
AC	Advisory Circular
AD	Airworthiness Directive
AFF	Automated Flight Following
ASC	Albuquerque Service Center
ASP	Aviation Safety Plan
ATC	Air Traffic Control
ATCO	Air Taxi/Commercial Operators
CAB	Civil Aeronautics Board

CG Center of Gravity
CO Contracting Officer

CFR Code of Federal Regulations

COR Contracting Officer's Representative

COTR Contracting Officer's Technical Representative

CWN Call-When-Needed (Contract)
DOI Department of the Interior
DOT Department of Transportation
ELT Emergency Locator Transmitter
EPA Environmental Protection Agency

ETA Estimated Time of Arrival
FAA Federal Aviation Administration
FAR Federal Acquisition Regulation
FASD Fire Applications Support Desk

FPMR Federal Property Management Regulations

FSS Flight Service Station
GPM Gallons-Per-Minute
HIP Helicopter Inspector Pilot

HOS Helicopter Operations Specialist IATB Interagency Airtanker Board

ICAO International Civil Aviation Organization

IFR Instrument Flight Rules

IMC Instrument Meteorological Conditions
M&IE Meals and Incidental Expenses

MSL Mean Sea Level

NTSB National Transportation Safety Board

NOTAM Notice to Airmen

PA Public Address System
PASP Project Aviation Safety Plan

PIC Pilot-in-Command PTT Push-To-Talk

RAO Regional Aviation Officer

RASM Regional Aviation Safety Manager

RON Remain-Over-Night

SIC Second-in-Command/Co-Pilot

SPCC Spilled Prevention, Controlled and Countermeasure Plan Requirements

STC Supplemental Type Certificate TBO Time Between Overhaul

TCAS Traffic Collision Avoidance System

US FS United States Forest Service

VFR Visual Flight Rules
VNE Velocity Never Exceed
VSWR Voltage Standing Wave Ratio

# EXHIBIT 1 FIRST AID KIT AERONAUTICAL

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

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

Note: Splints are recommended if space permits.

## EXHIBIT 2 SURVIVAL KIT AERONAUTICAL (LOWER 48)

The contents shall include the following minimum items:

Item	Item
Knife	Signal Mirror
Aeronautical Signal Flares (6-each)	Matches
	(2-small boxes in waterproof containers)
Food	Water (1-quart per occupant)
(2-days emergency rations 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.

## **EXHIBIT 3 ALASKA SUPPLEMENT**

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.

### (1) SECTION C, General Equipment

Additional Equipment:

- A. One set of approved Tundra Boards or Snow Pads with accompanying FAA certification.
- B. Complete set of current aeronautical charts and navigation publications covering areas of operation within Alaska and Canada.

#### C. 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)					
Aviation Signal Flares (6-each)	Space Blanket (1 per occupant)					
Matches (2-small boxes in waterproof	Nylon Rope or Parachute Cord (50-feet)					
containers)						
Food (Each occupant sufficient to sustain life	An assortment of fishing tackle such as hooks, flies,					
for 1-week)	lines, sinkers, etc.					

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

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

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

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.

## EXHIBIT 3 ALASKA SUPPLEMENT (Cont)

## (2) 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.

#### (3) 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.

### (4) SECTION C 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 Report 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

- (5) Payment for Extended Standby is applicable for Alaska assignments.
- (6) SECTION C, Transporting of Relief Crew

If ordered by the Government, the Contractor shall be reimbursed for the cost incurred in delivering personnel to the reporting base NOT TO EXCEED the round trip coach fare from Seattle-Tacoma International Airport. The ordering of additional personnel shall be annotated, (including date and time ordered) on the Flight Use Report and signed by the Government Representative placing the order. The Contractor agrees to deliver additional crew to the host base within 48 hours after notification. Reimbursement shall be supported by paid receipts and the passenger coupon or legible certified true copies. Itemized receipts must support claims for reimbursement and must be kept on file by the contractor. Copies of receipts to be provided to the helicopter manager for review and approval but are not required to be submitted with the payment document.

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

GENERAL: The Contractor shall not charge any fuel acquired under this contract directly to the Government. All fuel not otherwise furnished by the Government must be paid by or charged to the Contractor. The purchase must be approved by the Contracting Officer. Fuel related costs shall be recorded as a line entry (i.e., date, fuel charge, dollar amount, and use-item code fuel charge [FC]), shall be summarized under "Other Charges/Credits" on the Flight Use Report, 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.

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

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

- (8) SECTION C, Payment for Transportation of Helicopter Fuel Not applicable in Alaska.
- (10) Wage Determination in effect is the one provided in the solicitation.

#### **EXHIBIT 4**

### **RESTRAINT SYSTEMS CONDITION INSPECTION GUIDELINES**

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

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

D. References:

14 CFR 91.205 14 CFR 21.607 AC 21-34 TSO-C22 TSO-C114

## EXHIBIT 5 ADDITIONAL SUPPRESSION/PRESCRIBED FIRE EQUIPMENT

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

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

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

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

#### 1. Door(s)

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

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

#### Venting

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

### 3. Fill Port(s)

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

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

#### 4. Controls

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

# EXHIBIT 5 ADDITIONAL SUPPRESSION/PRESCRIBED FIRE EQUIPMENT (Cont)

- d. Emergency systems operated by pneumatic or fluid pressure shall be isolated from the normal tank system pressure. Normal function or failure of the normal system shall not affect the emergency system pressure. Emergency systems dependent on normal operating aircraft or tank systems for initial charge shall have a pressure gauge or indicator readily visible to the crew. Emergency systems dependent on precharged bottles shall have a positive means of checking system charge during preflight.
- e. The primary emergency dump control shall be positioned within easy reach of the pilot and copilot while strapped in their respective seats. Electrically operated controls shall be wired direct to a source of power isolated from the normal aircraft electrical bus and protected by a fuse or circuit breaker of adequate capacity.

### 5. Certifications

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

#### B. Suppressant/Retardant Mixing Equipment

#### 1. Installation

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

#### 2. Containment

Any unit mounted inside the helicopter (other than those that have 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).

### 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.

# EXHIBIT 5 ADDITIONAL SUPPRESSION/PRESCRIBED FIRE EQUIPMENT (Cont)

#### 5. Breakaway Fittings

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

#### 6. Compatibility of Materials

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

#### 7. Foam Quantity

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

#### 8. Power

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

## 9. Vibration

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

#### 10. Operation

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

### 11. Flow Rate

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

#### 12. Concentrate Loading

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

# EXHIBIT 5 ADDITIONAL SUPPRESSION/PRESCRIBED FIRE EQUIPMENT (Cont)

- 13. <u>Approved Foam Products can be found at: Wildland Fire Chemical Systems (WFCS)</u> www.fs.fed.us/rm/fire
  - a. When transporting retardant or equipment containing retardant residue, Contractor shall take precautions to prevent retardant from coming in contact with the aircraft structure.
  - b. Offered equipment will be approved by the CO prior to any use under the Contract.

## C. Additional equipment offered shall meet the following requirements:

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

#### Note:

- (i) See FS/AMD A-16 for a 9-pin wiring diagram for suppressant/retardant buckets (See: www.fs.fed.us/fire/niicd/documents.html)
- (ii) The 9-pin connector is required on Type II (Medium) Exclusive Use helicopters and all Type III (Light) helicopters. Requiring the 9-pin connector on additional helicopters must be specifically mentioned in the contract.

## 2. Remote Cargo Hook

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

## 3. Long-lines (as applicable)

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

# EXHIBIT 5 ADDITIONAL SUPPRESSION/PRESCRIBED FIRE EQUIPMENT (Cont)

### b. Synthetic Long Line

- (1) Helicopter synthetic long-lines shall be constructed from the HMWPE (High Molecular Weight Polyethylene Equipment) or HMPE (High Molecular Polyethylene Equipment) family of rope fibers including brand names such as Spectra® by Allied Signal or fibers with similar properties.
- (2) Rope Diameter. Minimum rope diameter shall be ½-inch
- (3) Working or Rated Load
  - A. The working or rated load of a rope is the maximum static load that will be lifted by the rope. Working loads are based on a percentage of the approximate breaking or ultimate strength of the rope when new and unused. The working load shall be appropriate to the lifting capability of the helicopter.
  - B. For reference, lifting capability for each category of helicopter is as follows:

Type I (Heavy) 8000 to 30,000 lbs or greater

Type II (Medium) 1600 lbs to 4500 lbs Type III (Light) 750 lbs to 1600 lbs

### (4) Factor of Safety

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

#### (5) Knots and Splices

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

#### (6) Maintenance and Inspections

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

#### 4. Wire Cutters

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

#### **EXHIBIT 6**

### HIGH VISIBILITY MARKINGS ON MAIN ROTOR BLADES

## **Acceptable Paint Schemes**

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

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 Contract.
- D. Paint schemes and color variations specified by manufacturer in a service bulletin, instructions, or other manufacturer published document or text.

#### **EXHIBIT 7**

#### ADDITIONAL AVIONICS EQUIPMENT

Additional avionics equipment specifications when identified as a requirement in Section B.

These Optional Items, if furnished by the contractor, shall meet the following specifications:

#### A. GPS Data Connector

Standard Category Type II (Medium) & Type III (Light): One GPS Data Port Connector. A GPS data port connector shall be installed for the purpose of external data retrieval by a GIS laptop computer. The connector shall be a DB-9F type D sub-connector shall be wired for RS-232C serial format for laptop computers (pin 2-transmit data, pin 3-receive data if applicable, and pin 5-ground) and shall be mounted in a location convenient to the observer. Note: Not required for aircraft designed for a single occupant (i.e. K-MAX) or tanked aircraft.

### B. Additional GPS Antenna

Standard Category Type II (Medium) & Type III (Light): The Contractor shall allow the Government to utilize a portable GPS in the aircraft. In order to facilitate this, the Contractor shall provide a low-profile GPS aviation antenna (Freeflight Systems part number 16248-20 (telephone number (254) 662-0000) or equivalent) mounted atop the aircraft per the manufacturers installation manual, with associated cable and type "N" female connector, terminated within the aircraft in a location convenient to the observer. Note: Not required for aircraft designed for a single occupant (i.e. K-MAX) or tanked aircraft.

#### C. Fuel Service Vehicle Radio

- 1. A VHF-FM two-way mobile radio, with a matched broadband antenna (Antenna Specialists ASPR7490, Maxrad MWB5803, or equivalent), shall be installed in the fuel-servicing vehicle. The radio shall provide selection of either wideband (25.0 kHz) or narrowband (12.5 kHz) channel spacing on each channel. The radio shall be frequency-synthesized, equipped with a CTCSS sub-audible tone encoder having a minimum of 32 selectable tones meeting the current TIA/EIA-603 standard, and develop a minimum of 30 watts nominal output power.
- 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. The use of appropriate VHF-FM portable radios with suitable output power booster units is permissible. See the below VHF-FM Portable Radio section for portable radio requirements.
- 4. All VHF-FM transceivers (aeronautical, mobile, and portable) furnished to meet the requirements of this contract must be multimode (P25) digital by January 1, 2010. Only P25 compliant transceivers will be acceptable after this date.

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

#### **EXHIBIT 7**

## **ADDITIONAL AVIONICS EQUIPMENT (Cont)**

#### D. VHF-FM Portable Radio

- 1. A VHF-FM two-way portable radio operating from 150 MHz to 174 MHz. The radio shall provide selection of either wideband (25.0 kHz) or narrowband (12.5 kHz) channel spacing on each channel. The radio shall be frequency-synthesized, equipped with a CTCSS subaudible tone encoder having a minimum of 32 selectable tones meeting the current TIA/EIA-603 standard, and develop a minimum of 1 watt nominal output power but no more than 10 watts nominal output power. Modified or Family Service Radios (FSR) are not acceptable.
- 2. Transceivers shall be set to operate in the narrowband mode unless local requirements dictate otherwise. All radios must have the ability to be programmed in the field by the radio operator without the aid of a computer or the services typically found in a radio shop.
- 3. When the above Fuel Service Vehicle Radio requirement is met with the use of a VHF-FM portable radio with output power booster, that portable VHF-FM radio may be used to comply with this section as long as the portable radio complies with all specified VHF-FM Portable Radio requirements. The VHF-FM portable radio used in the fuel service vehicle must be removable and still operate as a portable radio.
- 4. At least two fully charged batteries per radio are required at the beginning of each shift. These contractor supplied batteries 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.
- 5. All VHF-FM transceivers (aeronautical, mobile, and portable) furnished to meet the requirements of this contract must be multimode (P25) digital by January 1, 2010. Only P25 compliant transceivers will be acceptable after this date.

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

#### **EXHIBIT 8**

### **FUEL SERVICING EQUIPMENT REQUIREMENTS**

#### A. General

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

## EXHIBIT 8 FUEL SERVICING EQUIPMENT REQUIREMENTS (Cont)

## B. Equipment

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

## C. Markings

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

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

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

# EXHIBIT 8 FUEL SERVICING EQUIPMENT REQUIREMENTS (Cont)

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.

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

#### E. Fuel Servicing

#### General

- a. The Contractor shall supply all aircraft fuel unless the Government exercises the option of providing fuel. All fuel provided by the Contractor will be commercial grade aviation fuel. Only fuels meeting the specifications of American Society for Testing and Materials (ASTM) D-1655 (Type Jet A, A-1 or B), MIL T-5624 (Grade JP-4 or JP-5) for turbine engine powered aircraft are authorized for use.
- Fueling operations, including storage and handling, shall comply with the airframe and engine manufacturer's recommendations and all applicable FAA standards. NFPA Standard No. 407, Aircraft Fuel Servicing, shall be followed except that no passengers may be on board during fueling operations.
- c. The contractor shall ensure that they are in compliance with 40 CFR Part 112: Oil Pollution Prevention; Spill Prevention, Control, and Countermeasure Plan Requirements (SPCC). An SPCC plan is required for each mobile fueler used on this contract regardless of bulk storage container (tank) size.
- d. Fuel shall pass through a filtering system in accordance with the filter manufacturer's recommendations

### 2. Rapid Refueling

- a. There are two approved methods (CCR and Open Port) for fueling helicopters with engine(s) running.
  - (1) Closed Circuit Refueling (CCR). This method of refueling uses a CCR system designed to prevent spills, minimized fuel contamination, and prevent escape of flammable fuel vapors. Open port nozzle Emco Wheaton Model G457 or equivalent may be used in place of CCR system.
  - (2) Open Port. This method of refueling allows flammable fuel vapors to escape.

# EXHIBIT 8 FUEL SERVICING EQUIPMENT REQUIREMENTS (Cont)

- b. Rapid refueling of helicopters is permitted if requested by the Government, and the Contractor follows NFPA 407 procedures, and the Contractor has an approved rapid refueling procedure. For 14 CFR Part 133 and 137 operators a copy of company rapid refueling procedures must be submitted prior to rapid refueling. Rapid refueling authorization shall be annotated on the approval card. Additionally, the Contractor shall meet the following requirements:
  - (1) A pilot shall be seated at the controls of the aircraft during refueling operations.
  - (2) The aircraft shall be shut down after every 4-hours of continuous operation.
  - (3) Personnel providing onsite fire protection are briefed on the Contractor's rapid refueling procedures.
  - (4) Government personnel shall not refuel Contract aircraft unless the pilot requests Government assistance due to an emergency situation; or when the Government provides the fuel servicing system and dispensing personnel.
  - (5) The hose shall be at least 50 feet in length, minimum of  $\frac{1}{2}$  the rotor diameter plus 20 feet for rapid refueling
  - (6) A Closed Circuit refueling adapter shall be provided to allow fueling of aircraft equipped for single point refueling..

### F. Fuel Quality Control Procedures

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

#### 1. Daily

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

### 2. During Helicopter Fueling Process

- a. Check sight gauge for water, if equipped
- b. Visually inspect fueler for leaks. Repair as necessary.

# EXHIBIT 8 FUEL SERVICING EQUIPMENT REQUIREMENTS (Cont)

## 3. Weekly

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

#### **EXHIBIT 9**

#### **OPERATIONS AND SAFETY PROCEDURES GUIDE FOR HELICOPTER PILOTS**

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

Pilot operation briefings will emphasize the following areas:

- 1. Pilot Authority and Responsibility
- 2. Helicopter Management
- 3. Operational Requirements
- 4. Operating Limitations and Weather Requirements5. 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

It is the company's responsibility to submit verification of pilot security background checks for all pilots working under this exclusive use contract to the National Helicopter Program Manager and the Helicopter Inspector Pilot (HIP)

#### **EXHIBIT 10**

#### INTERAGENCY GUIDELINES FOR VERTICAL REFERENCE/EXTERNAL LOAD TRAINING

National Interagency Helicopter Standards require that contractors develop a Vertical Reference / External Load Training Syllabus and that contract pilots receive this training before applying for Agency Special Use approval. Each contract pilot must have a current proficiency endorsement from the company's chief pilot in order to qualify for a Flight Evaluation by an Interagency Helicopter Inspector Pilot.

### The Applicant has demonstrated VTR proficiency with a 150' long-line by:

- 1) Exhibiting knowledge of the elements of vertical reference / external load operations.
- 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:			☐ RECU ∢One)	IRRENT	
Helicopter Standards	e listed pilot has completed t and meets the currency and Load Training Manual and re	performance requ	ireme	nts of this c		ertical
CHIEF PILOT:		COMPANY:				
	Printed Name					
CHIEF PILOT:		DATE:	1	1		

Signature

#### **EXHIBIT 10**

#### INTERAGENCY GUIDELINES FOR VERTICAL REFERENCE/EXTERNAL LOAD TRAINING

National Interagency Helicopter Standards require that contractors develop a Vertical Reference training syllabus for pilots who fly helicopters with a fixed tank and snorkel and that contract pilots receive initial and recurrent training before applying for agency Special Use approval. Each contract pilot shall have a current proficiency endorsement from the company's chief pilot in order to qualify for a Flight Evaluation Check by an Interagency Helicopter Inspector Pilot.

#### VERTICAL REFERENCE GUIDELINES FOR HELICOPTERS USING A FIXED TANK WITH SNORKLE

### The pilot shall demonstrate proficiency with the snorkel by:

- Exhibiting knowledge of the elements of vertical reference operations.
- Performing a thorough preflight of the tank and snorkel
- Establishing a hover before takeoff by ascending vertically using vertical reference techniques while not dragging the snorkel.
- Establishing and maintaining the proper approach angle and rate of closure to establish a 5 foot snorkel height above the porta-tank and then lowering the snorkel into the tank. Maintain a stable hover for 30 seconds. Ascend vertically while keeping the snorkel clear of the edges of the tank until the snorkel is at least five (5) feet above the tank. Transition to forward flight without allowing the snorkel to settle back into the tank.

OR

• Establishing and maintaining a proper approach angle and rate of closure to establish a 5 foot snorkel height above the ground and over a circle of 8 to 10 feet in diameter. The circle shall be marked by paint or other easily identifiable material. From a stable hover, lower the aircraft until the snorkel head is touching the ground. Execute a 360 degree turn (left or right) while maintaining the snorkel head in contact with the ground within the circle and not allowing any part of the snorkel hose to touch the outside of the circle. The maneuver should be completed in 90-120 seconds,

AND

• Penorin a land		gear in a 6 100t		··
NAME:	CERT NO: _			RECURRENT
Standards and meets	ve listed pilot has complete the currency and performan and recommend him/her for	ce requirements of this	⊢in the Nationa	I Interagency Helicopter
CHIEF PILOT:	Printed Name	COMPANY:		
CHIEF PILOT:	Signature	DATE:/_	/	

# EXHIBIT 11 HELICOPTER MAKE/MODEL/SERIES LIST

Grouping of like makes and models of aircraft allows determination of pilot authority. Differences training shall be completed for each of the makes/models in a grouping. Make/model qualification and currency are met with time flown in any aircraft in grouping.

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

Make	Model
Agusta	A-119
Bell	47 Series (All Recips)
Bell	47Series (Soloy)
Bell	206A, 206B, 206B3
Bell	206L, 206L1, 206L3, 206L4
Bell	407
Bell	204, 205, UH-1, All Series
Bell	212, 412
Bell	214
Bon	2
Boeing	BV-107-II, KV-107-II
Boeing	BV-234, CH-47
Boeing	369 (500) Series
Boeing	MD-600N
Boeing	MD-900, 902
Boomig	MB 300, 302
Enstrom	28 Series
2110110111	20 001100
Eurocopter	SA-315, SA-316, SA-319 (Alouette/Lama)
Eurocopter	SA-318
Eurocopter	AS 350 Series (Astar)
Eurocopter	AS-355 Series (Twin Star)
Eurocopter	SA-341 (Gazelle)
Eurocopter	SA-360
Eurocopter	SA-365 (Dauphin)
Eurocopter	SA-330, AS-332 (Puma)
Eurocopter	MBB-105 Series
Eurocopter	BK-117 Series
Eurocopter	EC-135
Eurocopter	EC-120
•	
Hiller	12 Series (Recips)
Hiller	12 Series (Soloy)
Hiller	FH-1100
Hughes/Schweizer	269 (300) Series (Recips)
Schwietzer	330
Sikorsky	S-55, H-19 (Recip), S-55T
Sikorsky	S-58, H-34 Series (Recip), S-58T Series
Sikorsky	S-62
Sikorsky	S-61 Series, SH-3
Sikorsky	S-64, CH-54
Sikorsky	S-76 Series
Sikorsky	S-70, Uh-60 Series

# EXHIBIT 12 HOURLY FLIGHT RATES, FUEL CONSUMPTION, AND WEIGHT REDUCTION CHART EFFECTIVE July 16, 2008

7/16/08

		FOR CONTRACTS AWARDED 200	08 – 20011	7/16/08
COMPANY	AIRCRAFT TYPE	FUEL CONSUMPTION (gal/hr)	July 16, 2008 HOURLY FLIGHT RATE (\$/hr)	LOAD CALCULATION Weight Reduction (lbs)
AGUSTA WESTLAND	AW 119 KOALA	55	\$1,153	230
	AW 139	129	\$2,351	NOT ESTABLISHED
	EH 101	211	\$4,547	NOT ESTABLISHED
AM. EUROCOPTER	SA-315B	58	\$1,607	180
	SA-316B	58	\$1,607	170
	SA-318C	45	\$1,454	80
	SA-319B	45	\$1,464	150
	AS-330J	179	\$4,111	N/A
	AS 332L1	160	\$4,038	N/A
	SA-341G	45	\$1,435	170
	AS-350B/350BA	45	\$1,049	130
	AS-350B-1	46	\$1,055	160
	AS-350B-2	48	\$1,072	160
	AS-350B-3	50	\$1,133	175
	AS-350D	38	\$1,008	130
	AS-355F-1/355F-2	58	\$1,296	140
	AS-365N-1	87	\$2,067	275
	EC-120	31	\$804	NOT ESTABLISHED
	EC 130-B4	53	\$1,084	NOT ESTABLISHED
	EC-135	64	\$1,346	220
	EC 145	80	\$1,664	NOT ESTABLISHED
	EC 155B1	95	\$2,183	NOT ESTABLISHED
	EC 225	183	\$3,843	NOT ESTABLISHED
BELL:	47/SOLOY	23	\$645	120
	204B (UH-1 Series)	86	\$1,639	200
	204 Super B	90	\$1,689	200
	205A-1	88	\$1,667	260
	205A-1++	90	\$1,710	260
	206B-II	25	\$776	100
	206B-III	27	\$802	130
	206L-1	32	\$939	150
	206L-3	38	\$990	180
	206L-4	38	\$975	180
	210	90	\$1,705	260
	212	100	\$1,946	390
	214B	160	\$2,682	380
	214B1	145	\$2,491	380
	214ST	133	\$3,011	420
	222A	70	\$1,804	NOT ESTABLISHED
	222B	83	\$1,908	NOT ESTABLISHED
	222UT	83	\$1,908	NOT ESTABLISHED
	407	45	\$1,097	155
	412	110	\$2,124	390
			\$2,100	390
	412HP	110		
	UH-1B	86	\$1,610	N/A
	<b>UH-1B</b> UH-1B Super	<b>86</b> 88	<b>\$1,610</b> \$1,643	N/A N/A
	UH-1B UH-1B Super UH-1F	<b>86</b> 88 <b>88</b>	<b>\$1,610</b> \$1,643 <b>\$1,643</b>	N/A N/A N/A
	UH-1B UH-1B Super UH-1F UH-1H (-13 engine)	<b>86</b> 88 <b>88</b> 88	<b>\$1,610</b> \$1,643 <b>\$1,643</b> \$1,643	<b>N/A</b> <b>N/A</b> <b>N/A</b> N/A
	UH-1B UH-1B Super UH-1F UH-1H (-13 engine) UH-1H (-17 engine)	86 88 88 88 90	\$1,610 \$1,643 \$1,643 \$1,643 \$1,686	N/A N/A N/A N/A N/A
	UH-1B UH-1B Super UH-1F UH-1H (-13 engine) UH-1H (-17 engine) TH-1L	86 88 88 88 90 88	\$1,610 \$1,643 \$1,643 \$1,643 \$1,686 \$1,643	<b>N/A</b> <b>N/A</b> N/A N/A N/A
BOEING:	UH-1B UH-1B Super UH-1F UH-1H (-13 engine) UH-1H (-17 engine) TH-1L BV-107	86 88 88 88 90 88	\$1,610 \$1,643 \$1,643 \$1,643 \$1,686 \$1,643 \$3,923	N/A N/A N/A N/A N/A N/A
	UH-1B UH-1B Super UH-1F UH-1H (-13 engine) UH-1H (-17 engine) TH-1L BV-107 BV-234	86 88 88 88 90 88	\$1,610 \$1,643 \$1,643 \$1,643 \$1,686 \$1,643	N/A N/A N/A N/A N/A
	UH-1B UH-1B Super UH-1F UH-1H (-13 engine) UH-1H (-17 engine) TH-1L BV-107	86 88 88 88 90 88	\$1,610 \$1,643 \$1,643 \$1,643 \$1,686 \$1,643 \$3,923	N/A N/A N/A N/A N/A N/A
	UH-1B UH-1B Super UH-1F UH-1H (-13 engine) UH-1H (-17 engine) TH-1L BV-107 BV-234 *SL-3/4 H-1100B	86 88 88 88 90 88 180 405 21	\$1,610 \$1,643 \$1,643 \$1,643 \$1,686 \$1,643 \$3,923 \$7,252 \$620 \$792	N/A N/A N/A N/A N/A N/A N/A 90 130
	UH-1B UH-1B Super UH-1F UH-1H (-13 engine) UH-1H (-17 engine) TH-1L BV-107 BV-234 *SL-3/4	86 88 88 88 90 88 180 405 21 22 23	\$1,610 \$1,643 \$1,643 \$1,643 \$1,686 \$1,643 \$3,923 \$7,252 \$620	N/A N/A N/A N/A N/A N/A N/A N/A
BOEING: HILLER: KAMAN:	UH-1B UH-1B Super UH-1F UH-1H (-13 engine) UH-1H (-17 engine) TH-1L BV-107 BV-234 *SL-3/4 H-1100B	86 88 88 88 90 88 180 405 21	\$1,610 \$1,643 \$1,643 \$1,643 \$1,686 \$1,643 \$3,923 \$7,252 \$620 \$792	N/A N/A N/A N/A N/A N/A N/A 90 130
IILLER:	UH-1B UH-1B Super UH-1F UH-1H (-13 engine) UH-1H (-17 engine) TH-1L  BV-107 BV-234  *\$L-3/4 H-1100B UH-12/SOLOY	86 88 88 88 90 88 180 405 21 22 23	\$1,610 \$1,643 \$1,643 \$1,686 \$1,643 \$3,923 \$7,252 \$620 \$792 \$704	N/A N/A N/A N/A N/A N/A N/A 90 130 100
IILLER: (AMAN:	UH-1B UH-1B Super UH-1F UH-1H (-13 engine) UH-1H (-17 engine) TH-1L BV-107 BV-234 *\$L-3/4 H-1100B UH-12/SOLOY H43-F	86 88 88 88 90 88 180 405 21 22 23	\$1,610 \$1,643 \$1,643 \$1,686 \$1,643 \$3,923 \$7,252 \$620 \$792 \$704	N/A N/A N/A N/A N/A N/A N/A 90 130 100 N/A
IILLER: (AMAN:	UH-1B UH-1B Super UH-1F UH-1H (-13 engine) UH-1H (-17 engine) TH-1L BV-107 BV-234 *\$L-3/4 H-1100B UH-12/SOLOY H43-F K-1200	86 88 88 88 90 88 180 405 21 22 23 85 85	\$1,610 \$1,643 \$1,643 \$1,686 \$1,686 \$1,643 \$3,923 \$7,252 \$620 \$792 \$704 \$1,635 \$1,773	N/A N/A N/A N/A N/A N/A N/A 90 130 100 N/A N/A
IILLER: (AMAN: (IBB:	UH-1B UH-1B Super UH-1F UH-1H (-13 engine) UH-1H (-17 engine) TH-1L BV-107 BV-234 *SL-3/4 H-1100B UH-12/SOLOY H43-F K-1200 BO 105CBS	86 88 88 88 90 88 180 405 21 22 23 85 85	\$1,610 \$1,643 \$1,643 \$1,686 \$1,643 \$3,923 \$7,252 \$620 \$792 \$704 \$1,635 \$1,773	N/A N/A N/A N/A N/A N/A N/A N/A 90 130 100 N/A N/A
ILLER:  CAMAN: IBB: ICDONNELL-	UH-1B UH-1B Super UH-1F UH-1H (-13 engine) UH-1H (-17 engine) TH-1L  BV-107 BV-234  *SL-3/4 H-1100B UH-12/SOLOY  H43-F K-1200  BO 105CBS BK 117	86 88 88 88 90 88 180 405 21 22 23 85 85 85	\$1,610 \$1,643 \$1,643 \$1,686 \$1,643 \$3,923 \$7,252 \$620 \$792 \$704 \$1,635 \$1,773 \$1,277 \$1,786	N/A N/A N/A N/A N/A N/A N/A N/A 90 130 100 N/A N/A 180
IILLER:  CAMAN: IBB: ICDONNELL-	UH-1B UH-1B Super UH-1F UH-1H (-13 engine) UH-1H (-17 engine) TH-1L  BV-107 BV-234  *SL-3/4 H-1100B UH-12/SOLOY  H43-F K-1200 BO 105CBS BK 117 500C	86 88 88 88 90 88 180 405 21 22 23 85 85 85	\$1,610 \$1,643 \$1,643 \$1,686 \$1,643 \$3,923 \$7,252 \$620 \$792 \$704 \$1,635 \$1,773 \$1,277 \$1,786 \$795	N/A N/A N/A N/A N/A N/A N/A N/A 90 130 100 N/A N/A 180 160
IILLER:  CAMAN: IBB: ICDONNELL-	UH-1B UH-1B Super UH-1F UH-1H (-13 engine) UH-1H (-17 engine) TH-1L  BV-107 BV-234  *\$L-3/4 H-1100B UH-12/SOLOY  H43-F K-1200  BO 105CBS BK 117  500C 500D/E	86 88 88 88 90 88 180 405 21 22 23 85 85 85 77	\$1,610 \$1,643 \$1,643 \$1,646 \$1,686 \$1,643 \$3,923 \$7,252 \$620 \$792 \$704 \$1,635 \$1,773 \$1,277 \$1,786 \$795 \$822 \$864	N/A
IILLER: (AMAN: (IBB: (ICDONNELL-	UH-1B UH-1B Super UH-1F UH-1H (-13 engine) UH-1H (-17 engine) TH-1L  BV-107 BV-234  *\$L-3/4 H-1100B UH-12/SOLOY  H43-F K-1200  BO 105CBS BK 117  500C 500D/E 520N	86 88 88 88 90 88 180 405 21 22 23 85 85 85 77 23 28	\$1,610 \$1,643 \$1,643 \$1,686 \$1,686 \$1,643 \$3,923 \$7,252 \$620 \$792 \$704 \$1,635 \$1,773 \$1,277 \$1,786 \$795 \$822 \$864 \$924	N/A N/A N/A N/A N/A N/A N/A 90 130 100 N/A N/A 180 160 110 120
IILLER:  (AMAN:  IBB:  ICDONNELL-	UH-1B UH-1B Super UH-1F UH-1H (-13 engine) UH-1H (-17 engine) TH-1L  BV-107 BV-234  *\$L-3/4 H-1100B UH-12/SOLOY  H43-F K-1200  BO 105CBS BK 117  500C 500D/E 520N 530F	86 88 88 88 90 88 180 405 21 22 23 85 85 85 77 23 28 32 34	\$1,610 \$1,643 \$1,643 \$1,643 \$1,686 \$1,643 \$3,923 \$7,252 \$620 \$792 \$704 \$1,635 \$1,773 \$1,277 \$1,786 \$795 \$822 \$864 \$924 \$1,032	N/A
MILLER:  (AMAN:  MBB:  MCDONNELL-  DOUGLAS:	UH-1B UH-1B Super UH-1F UH-1H (-13 engine) UH-1H (-17 engine) TH-1L  BV-107 BV-234  *\$L-3/4 H-1100B UH-12/SOLOY  H43-F K-1200 BO 105CBS BK 117  500C 500D/E 520N 530F 600N 900/902	86 88 88 88 90 88 180 405 21 22 23 85 85 85 77 23 28 32 34 41 69	\$1,610 \$1,643 \$1,643 \$1,686 \$1,643 \$3,923 \$7,252 \$620 \$792 \$704 \$1,635 \$1,773 \$1,277 \$1,786 \$795 \$822 \$864 \$924 \$1,032 \$1,456	N/A
MILLER:  (AMAN:  MBB:  MCDONNELL-  DOUGLAS:	UH-1B UH-1B Super UH-1F UH-1H (-13 engine) UH-1H (-17 engine) TH-1L  BV-107 BV-234  *\$L-3/4 H-1100B UH-12/SOLOY  H43-F K-1200  BO 105CBS BK 117  500C 500D/E 520N 530F 600N 900/902 CH 53D	86 88 88 88 90 88 180 405 21 22 23 85 85 85 77 23 28 32 34 41 69	\$1,610 \$1,643 \$1,643 \$1,643 \$1,686 \$1,643 \$3,923 \$7,252 \$620 \$792 \$704 \$1,635 \$1,773 \$1,277 \$1,786 \$795 \$822 \$864 \$924 \$1,032 \$1,456 \$7,145	N/A
IILLER:  (AMAN:  IBB:  ICDONNELL-  DOUGLAS:	UH-1B UH-1B Super UH-1F UH-1H (-13 engine) UH-1H (-17 engine) TH-1L  BV-107 BV-234  *\$L-3/4 H-1100B UH-12/SOLOY  H43-F K-1200  BO 105CBS BK 117  500C 500D/E 520N 530F 600N 900/902 CH 53D CH 54/S 64	86 88 88 88 90 88 180 405 21 22 23 85 85 85 77 23 28 32 34 41 69 425 525	\$1,610 \$1,643 \$1,643 \$1,643 \$1,686 \$1,643 \$3,923 \$7,252 \$620 \$792 \$704 \$1,635 \$1,773 \$1,277 \$1,786 \$795 \$822 \$864 \$924 \$1,032 \$1,456 \$7,145	N/A
MILLER:  (AMAN:  MBB:  MCDONNELL-  DOUGLAS:	UH-1B UH-1B Super UH-1F UH-1H (-13 engine) UH-1H (-17 engine) TH-1L  BV-107 BV-234  *\$L-3/4 H-1100B UH-12/SOLOY  H43-F K-1200  BO 105CBS BK 117  500C 500D/E 520N 530F 600N 900/902 CH 53D CH 54/S 64 S-55T	86 88 88 88 90 88 180 405 21 22 23 85 85 85 77 23 28 32 34 41 69 425 525	\$1,610 \$1,643 \$1,643 \$1,686 \$1,686 \$1,643 \$3,923 \$7,252 \$620 \$792 \$704 \$1,635 \$1,773 \$1,277 \$1,786 \$795 \$822 \$864 \$924 \$1,032 \$1,456 \$7,145 \$7,870 \$1,167	N/A
MILLER:  (AMAN:  MBB:  MCDONNELL-  DOUGLAS:	UH-1B UH-1B Super UH-1F UH-1H (-13 engine) UH-1H (-17 engine) TH-1L  BV-107 BV-234  *\$L-3/4 H-1100B UH-12/SOLOY  H43-F K-1200 BO 105CBS BK 117  500C 500D/E 520N 530F 600N 900/902 CH 53D CH 54/S 64 S-55T S-58D/E	86 88 88 88 90 88 180 405 21 22 23 85 85 85 77 23 28 32 34 41 69 425 525 47 83	\$1,610 \$1,643 \$1,643 \$1,686 \$1,643 \$3,923 \$7,252 \$620 \$792 \$704 \$1,635 \$1,773 \$1,277 \$1,786 \$795 \$822 \$864 \$924 \$1,032 \$1,456 \$7,145 \$7,870 \$1,167 \$1,1718	N/A
IILLER:  (AMAN:  IBB:  ICDONNELL-  DOUGLAS:	UH-1B UH-1B Super UH-1F UH-1H (-13 engine) UH-1H (-17 engine) TH-1L  BV-107 BV-234  *\$L-3/4 H-1100B UH-12/SOLOY  H43-F K-1200  BO 105CBS BK 117  500C 500D/E 520N 530F 600N 900/902  CH 53D CH 54/S 64 S-55T S-58D/E S-58T/PT6T-3	86 88 88 88 90 88 180 405 21 22 23 85 85 85 77 23 28 32 34 41 69 425 525 47 83	\$1,610 \$1,643 \$1,643 \$1,686 \$1,643 \$3,923 \$7,252 \$620 \$792 \$704 \$1,635 \$1,773 \$1,277 \$1,786 \$795 \$822 \$864 \$924 \$1,032 \$1,456 \$7,145 \$7,870 \$1,167 \$1,178	N/A
IILLER:  (AMAN:  IBB:  ICDONNELL-  DOUGLAS:	UH-1B UH-1B Super UH-1F UH-1H (-13 engine) UH-1H (-17 engine) TH-1L  BV-107 BV-234  *\$L-3/4 H-1100B UH-12/SOLOY  H43-F K-1200  BO 105CBS BK 117  500C 500D/E 520N 530F 600N 900/902  CH 53D CH 54/S 64 S-55T S-58D/E S-58T/PT6T-3 S-58T/PT6T-6	86 88 88 88 90 88 180 405 21 22 23 85 85 85 77 23 28 32 34 41 69 425 525 47 83 115	\$1,610 \$1,643 \$1,643 \$1,643 \$1,686 \$1,643 \$3,923 \$7,252 \$620 \$792 \$704 \$1,635 \$1,773 \$1,277 \$1,786 \$795 \$822 \$864 \$924 \$1,032 \$1,456 \$7,145 \$7,870 \$1,167 \$1,718 \$2,252	N/A
IILLER:	UH-1B UH-1B Super UH-1F UH-1H (-13 engine) UH-1H (-17 engine) TH-1L  BV-107 BV-234  *\$L-3/4 H-1100B UH-12/SOLOY  H43-F K-1200  BO 105CBS BK 117  500C 500D/E 520N 530F 600N 900/902  CH 54/S 64 S-55T S-58D/E S-58T/PT6T-3 S-58T/PT6T-6 S-61N	86 88 88 88 90 88 180 405 21 22 23 85 85 85 77 23 28 32 34 41 69 425 525 47 83 115	\$1,610 \$1,643 \$1,643 \$1,643 \$1,686 \$1,643 \$3,923 \$7,252 \$620 \$792 \$704 \$1,635 \$1,773 \$1,277 \$1,786 \$795 \$822 \$864 \$924 \$1,032 \$1,456 \$7,145 \$7,145 \$7,870 \$1,167 \$1,718	N/A
IILLER: CAMAN: IIBB: IICDONNELL- DOUGLAS:	UH-1B UH-1B Super UH-1F UH-1H (-13 engine) UH-1H (-17 engine) TH-1L  BV-107 BV-234  *\$L-3/4 H-1100B UH-12/SOLOY  H43-F K-1200  BO 105CBS BK 117  500C 500D/E 520N 530F 600N 900/902  CH 53D CH 54/S 64 S-55T S-58D/E S-58T/PT6T-3 S-58T/PT6T-6	86 88 88 88 90 88 180 405 21 22 23 85 85 85 77 23 28 32 34 41 69 425 525 47 83 115	\$1,610 \$1,643 \$1,643 \$1,643 \$1,686 \$1,643 \$3,923 \$7,252 \$620 \$792 \$704 \$1,635 \$1,773 \$1,277 \$1,786 \$795 \$822 \$864 \$924 \$1,032 \$1,456 \$7,145 \$7,870 \$1,167 \$1,718 \$2,252	N/A

For the most recent version visit the FS website: http://www.nifc.gov/contracting/

## EXHIBIT 13 INTERAGENCY HELICOPTER LOAD CALCULATION

#### Instructions

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

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

- 1. DEPARTURE Name of departure location and current Pressure Altitude (PA, read altimeter when set to 29.92) and Outside Air Temperature (OAT, in Celsius) at departure location.
- 2. DESTINATION Name of destination location and PA & OAT at destination. If destination conditions are unknown, use MSL elevation from a map and Standard Lapse Rate of 2° C/1000' to estimate OAT.

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

- 3. HELICOPTER EQUIPPED WEIGHT Equipped Weight equals the Empty Weight (as listed in the Weight and Balance Data) plus the weight of lubricants and onboard equipment required by contract (i.e. survival kit, rappel bracket).
- 4. FLIGHT CREW WEIGHT Weight of the Pilot and any other assigned flight crewmembers on board (i.e. Copilot, flight engineer, navigator) plus the weight of their personal gear.
- 5. FUEL WEIGHT Number of gallons onboard X the weight per gallon (Jet Fuel = 7.0 lbs/gal; AvGas = 6.0 lbs/gal).
- 6. OPERATING WEIGHT Add items 3, 4 and 5.
- 7a. PERFORMANCE REFERENCES List the specific Flight Manual supplement and hover performance charts used to derive Computed Gross Weight for Line 7b. Separate charts may be required to derive HIGE, HOGE and HOGE-J. HIGE: use Hover-In-Ground-Effect, External/Cargo Hook Chart (if available). HOGE & HOGE-J: use Hover-Out-Ground-Effect charts for all HOGE operations.
- 7b. COMPUTED GROSS WEIGHT Compute gross weights for HIGE, HOGE and HOGE-J from appropriate Flight Manual hover performance charts using the Pressure Altitude (PA) and temperature (OAT) from the most restrictive location, either Departure or Destination. Check the box in Line 1 (Departure) or Line 2 (Destination) to indicate which values were used to obtain Computed Gross Weight.
- 8. WEIGHT REDUCTION The Government Weight Reduction is required for all "non-jettisonable" loads. The Weight Reduction is optional (mutual agreement between Pilot and Helicopter Manager) when carrying jettisonable loads (HOGE-J) where the pilot has total jettison control. The appropriate Weight Reduction value, for make & model, can be found in the current helicopter procurement document (contract).
- 9. ADJUSTED WEIGHT Line 7b minus Line 8.
- 10. GROSS WEIGHT LIMITATION Enter applicable gross weight limit from Limitations section of the basic Flight Manual or the appropriate Flight Manual Supplement. This may be Maximum Gross Weight Limit for Take-Off and Landing, a Weight/Altitude/Temperature (WAT) limitation or a Maximum Gross Weight Limit for External Load (jettisonable). Limitations may vary for HIGE, HOGE and HOGE-J.

- 11. SELECTED WEIGHT The lowest weight, either line 9 or 10, will be entered for all loads. Applicable limitations in the Flight Manual must not be exceeded.
- 12. OPERATING WEIGHT Use the value entered in Line 6.
- 13. ALLOWABLE PAYLOAD Line 11 minus Line 12. The maximum allowable weight (passengers and/or cargo) that can be carried for the mission. Allowable Payload may differ for HIGE, HOGE and HOGE-J.
- 14. PASSENGERS AND/OR CARGO Enter passenger names and weights and/or type and weights of cargo to be transported. Include mission accessories, tools, gear, baggage, etc. A separate manifest may be used.
- 15. ACTUAL PAYLOAD Total of all weights listed in Item 14. Actual payload must not exceed Allowable Payload for the intended mission profile, i.e. HIGE, HOGE or HOGE-J.

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

# EXHIBIT 13 INTERAGENCY HELICOPTER LOAD CALCULATION (Cont)

INTERAGENCY HELICOPTER LOAD CALCULATION				MODEL			
		OAS-67/FS 5700-17 (11/0			N#		
PILO	T(S)				DATE		
MISS	SION				TIME		
1	DEPART	TURE		PA		OAT	
2	DESTIN	ATION		PA		OAT	
3	HELICO	PTER EQUIPPED					
4	FLIGHT	CREW WEIGHT					
5	FUEL W	T (gallons X <u>7</u>	lbs per gal)				
6	OPERA	FING WEIGHT (3 + 4 + 5)					
			1 .	on let	tisonable	Jettisonable	
			HIGE	on-set	HOGE	HOGE-J	
7a	_	RMANCE REF					
	(List pag	e/chart from FM)					
7b		GROSS WT					
_		all Non-Jettisonable)					
8		OUCTION					
9	(Red for	all Non-Jettisonable) <b>ED WEIGHT</b>					
9	(7b minu						
10		WT LIMIT					
10		itations Section)					
11		ED WEIGHT					
		of 9 or 10)					
12	OPERA	TING WEIGHT					
	((From L						
13	ALLOW	ABLE PAYLOAD					
	(11 minu						
14	PASSEN	IGERS/CARGO MANIFEST					
15		PAYLOAD (Total of all weigh					
	Line 15 r	must not exceed Line 13 for th	e intended miss	ion		HazMat	
PILO	T SIGNAT	URE					
MGR SIGNATURE				Yes No			

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

				GENER	RAL				
Date:	Aircra	ft Make/Mode				N #:			
Vendor:									
Pilot(s) Name(s):									
Card Expiration Date(s):									
Pilot(s) Carded For Intended	d Missio	n(s)?		Yes	No				
A/C Card Expiration Date:		A/C	Carded F	or Inter	nded Missions:	Yes	☐ No		
Departure Base:			Depa	rture Ho	bbs Reading:	Arı	rival Hobbs Re	eading:	
Copy of Contract on Board Aircraft: Yes No HazMat HB/Exemption/ERG: Yes No									
			LOG	воок	REVIEW				
50/100-Hr., Progressive, Or Other Inspection Program Up-To-Date:									
Entries Indicating Damage	To Aircra	aft:					Yes		No
Form HCM-5 "Turbine Engi	ne Perfo	rmance Ana	lysis' Onb	oard Air	craft:		Yes	一百	No
Power Check Completed/Re	esults S	atisfactory:					Yes	一百	No
Comments:									
			CONDITIO	ON OF F	HELICOPTER				
Item	ОК				Or Damaged Eq	uinment (D	ents Tears	eaks F	tc )
Skin and Exterior	- 0.1	2000	AIII CIII III C	рогава	or Damagea Eq	dipinient (B	circo, rearo, i	_cuito, L	
Windows	1								
Doors									
Upholstery									
Cargo Compartment									
Skids/Wheels									
Fixed Tank									
Other									
Comments:	•								
REQUIRED H	ELICO	PTER EQUIP	MENT IN	STALLE	D AND OPERAT	IVE (CONS	ULT CONTRA	CT)	
Item			Yes	No		Item		Yes	No
Seat Belts and Harnesses					Strobe Light(s)				
Hi-Visibility Paint on Main R	otor Bla	ides			Survival Kit				
VHF-FM Radio					First Aid Kit				
VHF-AM 760 Channel					Fire Extinguishe	er(s)			
Auxiliary Radio Adapter					Cargo Hook				
GPS					Convex Mirror				
High Skid Gear					Buckets (Approp				
Nine-Pin Connector (Type I	l and III	Helicopters)			Anti-Theft Secur	rity Measure	s in Place		
Comments:									
REQUIRED SE	RVICE	TRUCK EQU	IPMENT I	INSTAL	LED AND OPERA	ATIVE (CON	SULT CONTI	RACT)	
Item	-		Yes	No		Item		Yes	No
Spare Set of Filters					Filter Change D	ata Placarde	ed		
Fire Extinguisher(s) Current	Inspect	tion			Bonding Cables				
Hazmat Marking and Placar	rds				Fuel Quality Cor	ntrol Log			
Inspection Sticker					Absorbent Mate	rials for Spil	ls		
Beginning Odometer Readi	ng:								
Comments:									
Signature of Inspecting G	ovt. Re	presentative	& Pilot			Print Nam	ne		Date
1					ĺ				

# EXHIBIT 15 PERFORMANCE REPORT

To be completed at the end of the Mandatory Availability Period					
CONTRACTOR'S NAME:	CONTRACT #:	A/C N-#			
YOUR NAME:	EMAIL:	AGENCY:			
YOUR ASSIGNMENT DATE:	RELEASE DATE:	PHONE # :			
Was the helicopter kept clean and no		1110112111			
DOES NOT MEET REQUIREMENTS  QUALITY COMMENTS:	1 2 3 4 5	EXCEEDS ALL REQUIREMENTS			
Did the fuel truck provide reliable se	mino2				
2. Did the fuel truck provide reliable se DOES NOT MEET REQUIREMENTS	1 2 3 4 5	EXCEEDS ALL REQUIREMENTS			
QUALITY COMMENTS:					
<ol><li>Did the company keep you fully info</li></ol>	rmed on the condition of the crew, helicopte				
DOES NOT MEET REQUIREMENTS QUALITY COMMENTS:	1 2 3 4 5	EXCEEDS ALL REQUIREMENTS			
4. Did the contractor abide by all provis	sions of the contract?	Yes ☐ No☐			
DOES NOT MEET REQUIREMENTS	1 2 3 4 5	EXCEEDS ALL REQUIREMENTS			
COST CONTROL COMMENTS:  5. Would you take your next assignment	nt with this contractor?	Yes □ No □			
DOES NOT MEET REQUIREMENTS	1	EXCEEDS ALL REQUIREMENTS			
COST CONTROL COMMENTS:	2 0 4 0	EXCESS ALL REGULEMENTS			
6. Was the crew and helicopter suppor	ted by the company in a timely manner?	Yes □ No □			
TIMELINESS OF PERFORMANCE COMMENTS					
	ere you informed of the problem and the pro				
the aircraft?	40 20 20 40 50	Yes ☐ No☐ EXCEEDS ALL REQUIREMENTS			
DOES NOT MEET REQUIREMENTS TIMELINESS OF PERFORMANCE COMMENTS	1 2 3 4 5 5	EAGEEDS ALL REQUIREMENTS			
Did the flight crew/fuel truck/mechan		Yes □ No□			
DOES NOT MEET REQUIREMENTS	1 2 3 4 5	EXCEEDS ALL REQUIREMENTS			
TIMELINESS PERFORMANCE COMMENTS:	2 0 4 0	EXCEPT ALL REGULEMENTO			
9. Were crew changes handled with litt exchanged?	le or no confusion, and, was there a briefing	between crew members being Yes ☐ No☐			
DOES NOT MEET REQUIREMENTS	1 🗌 2 🔲 3 🔲 4 🔲 5 🗍	EXCEEDS ALL REQUIREMENTS			
BUSINESS RELATIONS COMMENTS:  10. Were you treated like a preferred cus	stomer?	Yes □ No□			
		EXCEEDS ALL REQUIREMENTS			
DOES NOT MEET REQUIREMENTS BUSINESS RELATIONS COMMENTS:	1 2 3 4 5	EVOEEDS ALL KERRIKEMEN 12			
DUSTALOU ILLATIONO GOMINIENTO.					

## EXHIBIT 16 PERFORMANCE BY GOVERNMENT-FURNISHED PILOT

#### A. General

- 1. The following provisions shall apply to the performance of work under the contract, on an intermittent and short term basis, when the utilization of a qualified Government pilot is authorized by the Contractor. All other provisions not expressly changed herein continue to apply.
- 2. Qualified Government Pilots may operate Contractor aircraft on a case by case basis, upon written approval of the Regional Aviation Officer (RAO) and the CO.
- 3. Government pilot operations will be in compliance with the US 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.9.
- 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 provided herein. For the purpose of fulfilling his obligation under this clause, the Contractor shall procure and maintain during the term of this contract, and any extension thereof, hull insurance acceptable to the Contracting Officer. The Contractor's insurance coverage shall apply to pilots furnished by the Government to operate the aircraft. The parties named insured under the policies shall be the Contractor and the United States of America. The Contractor may request a list of Government pilots by name and qualification who are potential pilots.
- 2. Prior to the commencement of work hereunder, the Contractor shall furnish the Contracting Officer 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 Contracting Officer 30 days prior to the effective date of any cancellation or termination of any policy or certificate or any modification of a policy or certificate that adversely affects the interest of the Government in such insurance. The notice shall be sent by registered mail and shall identify this contract, the name and address of the Contracting Office, the policy, and the insured.

- 4. If the aircraft is damaged or destroyed while in the custody and control of the Government, the Government will reimburse the Contractor for the deductible (if any) stipulated in the insurance coverage as follows:
  - In-Motion Accidents Up to 5 percent of the current insured value of the aircraft stated in the policy.
  - b. Not In-Motion Accidents Up to \$250.00 per accident. Such reimbursement shall not be made, however, for loss or damage to the aircraft resulting from (1) normal wear and tear, (2) negligence or fault in maintenance of the aircraft by the Contractor or (3) defect in construction of the aircraft or a component thereof.
- 5. If damage to the aircraft is established to be the fault of the Government, rental payments to the Contractor during the repair period will be made as set forth elsewhere in the contract. The Government may, at its option, make necessary repairs or return the aircraft to the Contractor for repair. In the event the aircraft is lost, destroyed or damaged so extensively as to be beyond repair, no rental payment will be made to the Contractor thereafter.
- 6. Any failure to agree as to the responsibility of the Contractor under this clause shall, after a final finding and determination by the Contracting Officer, be considered a dispute within the meaning of the "Disputes" clause of this contract.

## EXHIBIT 17 DEPARTMENT OF LABOR WAGE DETERMINATION

This solicitation includes the Department of Labor (DOL) wage determinations specified below. In order to reduce the size of the solicitation, the following information has been extracted from the wage determinations listed below and identifies the occupations of service employees that would typically be employed on this type of contract. This information should be considered when submitting an offer. The DOL wage determinations listed below shall be included in their entirety in any awarded contract resulting from this solicitation.

### DOL WAGE DETERMINATION NO.1995-0222, REV. 23, DATED 02/06/2008

Nationwide: Applicable in the continental U.S. Alaska, Puerto Rico, Hawaii, and Virgin Islands

CODE OCCUPATION TITLE MIM	IMUM WAGE RATE
---------------------------	----------------

31010	First Pilot (Captain)	Minimum Hourly Wage:	\$23.62
	First Office (Co-Pilot)	Minimum Hourly Wage:	\$21.51
	Aerial Photographer	Minimum Hourly Wag:	\$11.80

#### EXCEPT SCHEDULED AIRLINE TRANSPORTATION AND LARGE MULTI-ENGINE AIRCRAFT SUCH AS

THE B-727, DC-8, AND DC-9

### DOL WAGE DETERMINATION NO. 2005-2569, REV. 05, DATED 10/01/2007

Area: Oregon Counties of Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa, Wheeler Washington Counties of Benton, Franklin, Walla Walla, Yakima

:

23021	Aircraft Mechanic I	Minimum Hourly Wage:	\$23.12
23022	Aircraft Mechanic II	Minimum Hourly Wage:	\$24.49
23023	Aircraft Mechanic III	Minimum Hourly Wage:	\$25.80
23040	Aircraft Mechanic Helper	Minimum Hourly Wage:	\$17.34
23060	Aircraft Servicer	Minimum Hourly Wage:	\$19.68
23080	Aircraft Worker	Minimum Hourly Wage:	\$20.86
31361	Truckdriver, Light Truck	Minimum Hourly Wage	\$12.35
31362	Truckdriver, Medium Truck	Minimum Hourly Wage	\$14.03
31363	Truckdriver, Heavy Truck	Minimum Hourly Wage:	\$17.19
31364	Truckdriver, Tractor-Trailer	Minimum Hourly Wage:	\$17.19

#### DOL WAGE DETERMINATION NO. 2005-2567, REV. 06, DATED 02/20/2008

State: Washington

Area: Washington Counties of Lewis, Pierce, Thurston

#### Occupation:

23021	Aircraft Mechanic I	Minimum Hourly Wage:	\$26.20
23022	Aircraft Mechanic II	Minimum Hourly Wage:	\$27.51
23023	Aircraft Mechanic III	Minimum Hourly Wage:	\$28.89
23040	Aircraft Mechanic Helper	Minimum Hourly Wage:	\$20.50
23060	Aircraft Servicer	Minimum Hourly Wage:	\$22.96
23080	Aircraft Worker	Minimum Hourly Wage:	\$24.26
31361	Truckdriver, Light Truck	Minimum Hourly Wage	\$15.71
31362	Truckdriver, Medium Truck	Minimum Hourly Wage	\$17.99
31363	Truckdriver, Heavy Truck	Minimum Hourly Wage:	\$18.69
31364	Truckdriver, Tractor-Trailer	Minimum Hourly Wage:	\$18.69

# EXHIBIT 17 DEPARTMENT OF LABOR WAGE DETERMINATION (Cont)

### DOL WAGE DETERMINATION NO. 2005-2565, REV. 05, DATED 12/18/2007

State: Washington

Area: Washington Counties of Adams, Asotin, Chelan, Columbia, Douglas, Ferry, Garfield, Grant, Kittitas, Lincoln, Okanogan, Pend Oreille, Spokane, Stevens, Whitman

$\sim$			
( )	$\sim$	pation	•
$\sim$	ccu	pation	

23021 23022 23023 23040 23060	Aircraft Mechanic I Aircraft Mechanic II Aircraft Mechanic III Aircraft Mechanic Helper Aircraft Servicer	Minimum Hourly Wage:	\$23.66 \$24.93 \$26.08 \$18.43 \$20.58
23080 31361 31362 31363 31364	Aircraft Worker  Truck driver, Light Truck Truck driver, Medium Truck Truck driver, Heavy Truck Truck driver, Tractor-Trailer	Minimum Hourly Wage:  Minimum Hourly Wage  Minimum Hourly Wage:  Minimum Hourly Wage:  Minimum Hourly Wage:	\$21.77 \$11.02 \$17.52 \$16.95 \$16.95

### DOL WAGE DETERMINATION NO. 2005-2563, REV. 05, DATED 02/21/2008

State: Washington

Area: Washington Counties of King, Snohomish, Whatcom

### Occupation:

Occupation.			
23021	Aircraft Mechanic I	Minimum Hourly Wage:	\$26.20
23022	Aircraft Mechanic II	Minimum Hourly Wage:	\$27.51
23023	Aircraft Mechanic III	Minimum Hourly Wage:	\$28.89
23040	Aircraft Mechanic Helper	Minimum Hourly Wage:	\$20.83
23060	Aircraft Servicer	Minimum Hourly Wage:	\$22.96
23080	Aircraft Worker	Minimum Hourly Wage:	\$24.26
31361	Truck driver, Light Truck	Minimum Hourly Wage	\$15.64
31362	Truck driver, Medium Truck	Minimum Hourly Wage	\$18.16
31363	Truck driver, Heavy Truck	Minimum Hourly Wage:	\$18.28
31364	Truck driver, Tractor-Trailer	Minimum Hourly Wage:	\$18.28

### DOL WAGE DETERMINATION NO. 2005-2561, REV. 06, DATED 02/21/2008

State: Washington

Area: Washington Counties of Island, San Juan, Skagit

### Occupation:

23021	Aircraft Mechanic I	Minimum Hourly Wage:	\$26.20
23022	Aircraft Mechanic II	Minimum Hourly Wage:	\$27.51
23023	Aircraft Mechanic III	Minimum Hourly Wage:	\$28.89
23040	Aircraft Mechanic Helper	Minimum Hourly Wage:	\$20.50
23060	Aircraft Servicer	Minimum Hourly Wage:	\$22.96
23080	Aircraft Worker	Minimum Hourly Wage:	\$24.26
31361	Truck driver, Light Truck	Minimum Hourly Wage	\$15.70
31362	Truck driver, Medium Truck	Minimum Hourly Wage	\$17.58
31363	Truck driver, Heavy Truck	Minimum Hourly Wage:	\$18.49
31364	Truck driver, Tractor-Trailer	Minimum Hourly Wage:	\$18.49

# EXHIBIT 17 DEPARTMENT OF LABOR WAGE DETERMINATION (Cont)

### DOL WAGE DETERMINATION NO. 2005-2559, REV. 06, DATED 11/30/2007

State: Washington

Area: Washington Counties of Clallam, Grays Harbor, Jefferson, Kitsap, Mason

#### Occupation:

23021	Aircraft Mechanic I	Minimum Hourly Wage:	\$26.20
23022	Aircraft Mechanic II	Minimum Hourly Wage:	\$27.51
23023	Aircraft Mechanic III	Minimum Hourly Wage:	\$28.89
23040	Aircraft Mechanic Helper	Minimum Hourly Wage:	\$20.44
23060	Aircraft Servicer	Minimum Hourly Wage:	\$22.96
23080	Aircraft Worker	Minimum Hourly Wage:	\$24.26
31361	Truck driver, Light Truck	Minimum Hourly Wage	\$14.10
31362	Truck driver, Medium Truck	Minimum Hourly Wage	\$17.01
31363	Truck driver, Heavy Truck	Minimum Hourly Wage:	\$18.49
31364	Truck driver, Tractor-Trailer	Minimum Hourly Wage:	\$18.49

### DOL WAGE DETERMINATION NO. 2005-2441, REV. 04, DATED 06/20/2007

State: Oregon, Washington

Area: Oregon Counties of Clackamas, Clatsop, Columbia, Gilliam, Hood River, Marion, Multnomah, Polk,

Sherman, Tillamook, Wasco, Washington, Yamhill.

Washington Counties of Clark, Cowlitz, Klickitat, Pacific, Skamania, Wahkiakum

### Occupation:

23021	Aircraft Mechanic I	Minimum Hourly Wage:	\$22.78
23022	Aircraft Mechanic II	Minimum Hourly Wage:	\$23.92
23023	Aircraft Mechanic III	Minimum Hourly Wage:	\$25.11
23040	Aircraft Mechanic Helper	Minimum Hourly Wage:	\$18.02
23060	Aircraft Servicer	Minimum Hourly Wage:	\$20.58
23080	Aircraft Worker	Minimum Hourly Wage:	\$21.66
31361	Truck driver, Light Truck	Minimum Hourly Wage	\$13.96
31362	Truck driver, Medium Truck	Minimum Hourly Wage	\$18.60
31363	Truck driver, Heavy Truck	Minimum Hourly Wage:	\$19.44
31364	Truck driver, Tractor-Trailer	Minimum Hourly Wage:	\$19.44

### DOL WAGE DETERMINATION NO. 2005-2439, REV. 05, DATED 08/21/2007

State: Oregon

Area: Oregon Counties of Benton, Coos, Crook, Curry, Deschutes, Douglas, Jackson, Jefferson, Josephine,

Klamath, Lake, Lane, Lincoln, Linn

### Occupation:

23021	Aircraft Mechanic I	Minimum Hourly Wage:	\$21.81
23022	Aircraft Mechanic II	Minimum Hourly Wage:	\$22.90
23023	Aircraft Mechanic III	Minimum Hourly Wage:	\$24.05
23040	Aircraft Mechanic Helper	Minimum Hourly Wage:	\$15.62
23060	Aircraft Servicer	Minimum Hourly Wage:	\$18.91
23080	Aircraft Worker	Minimum Hourly Wage:	\$19.54
31361	Truck driver, Light Truck	Minimum Hourly Wage	\$12.98
31362	Truck driver, Medium Truck	Minimum Hourly Wage	\$16.04
31363	Truck driver, Heavy Truck	Minimum Hourly Wage:	\$15.04
31364	Truck driver, Tractor-Trailer	Minimum Hourly Wage:	\$15.04

# EXHIBIT 17 DEPARTMENT OF LABOR WAGE DETERMINATION (Cont)

FRINGE BENEFITS REQUIRED FOR THE OCCUPATIONS SHOWN ABOVE:

HEALTH & WELFARE: \$3.16 an hour or \$126.40 a week or \$547.73 a month.

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

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

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 ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordinance, 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 ordinance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordinance, (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 ordinance, explosive, and incendiary ordinance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordinance, 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.

# EXHIBIT 17 DEPARTMENT OF LABOR WAGE DETERMINATION (Cont)

\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\*

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

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

#### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

# EXHIBIT 17 DEPARTMENT OF LABOR WAGE DETERMINATION (Cont)

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

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

#### **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.

AMD-60B (12/06) / FS-5700-20b (pending)

#### Exhibit 18

# CONTRACTOR'S VERIFICATION OF INDIVIDUAL HELICOPTER PILOT REQUIREMENTS AND EXPERIENCE FOR INITIAL INTERAGENCY APPROVAL

**Note:** This form is required prior to initial (first-time) approval/carding. This form is not for pilots previously approved or carded by the USDA Forest Service or DOI, NBC Aviation Management (formerly Office of Aircraft Services).

The Contractor must ensure that a pilot who is presented for initial carding meets all requirements as outlined in the contract's Section B, Technical Specifications/Pilot Qualifications, after award. The Contractor must verify all pilot hours submitted on this form as determined from a certified pilot log or permanent record to ensure accuracy. In addition, the Contractor must identify previous employers and submit the information on this form. The information provided by the pilot on *USFS Form FS-5700-20A Or AMD Form 64B*, Interagency Helicopter Pilot Qualifications and Approval Record, prior to approval needs to be verified as

accurate by the Contractor. The information submitted is subject to verification by an interagency pilot inspector.							
Date(mm/dd/yy):							
Company's name:							
Pilot's name:							
Pilot's total helicopter pilo	t-in-command hours (verified fr	rom p	ilot's logbook or permanen	t rec	ord):		
Pilot's information and flig	ht time/experience as submitte	d for	initial carding on AMD-64B	or F	S-5700-20a ve	erified as	accurate?
Check if yes: □							
Previous Employers:							
Previous Employer	Address & Telephone Number		Current Contact: Name & Telephone No.	Pe	eriod Employed		del(s) Flown and Hours in each
1.							
2.							
3.							
4.							
Helicopter Training Cou	ırses Completed:						
Name of Course & Provider	Address & Telephone Number		Contact Name & Telephone No.		Date of Com	pletion	Flight Hours Completed
1.							
2.							
3.							
4.							
Comments (use additi	Comments (use additional sheets if necessary):						
Check one: □Cl	nief Pilot   Directo	or of	Operations □Of	ther			
Print name:			Sign name:				

## EXHIBIT 19 VENDOR-PROVIDED HELITORCH AND SERVICES

#### General

The Contractor shall provide all required Helitorch equipment and personnel for aerial ignition in accordance with the Interagency Aerial Ignition Guide (IAIG). Contractor equipment shall be inspected by the CO designated Helitorch Inspector prior to use. The Contractor shall meet all of the current model specific modifications and upgrades identified in the IAIG. A copy of the IAIG can be accessed electronically at: <a href="https://www.aviation.blm.gov/library.htm">www.aviation.blm.gov/library.htm</a>.

The Contractor shall be responsible for complying with DOT, EPA, and OSHA regulations.

Contractor will be responsible for all damages to property and to persons, including third parties that occur as a result of Contractor or Contractor's agents or employee fault or negligence. The term "third parties" is construed to include employees of the Government. The Contractor shall be responsible for cleanup of all hazmat spills and disposal in accordance with the EPA 40 CFR 261 & 262.

The CO will determine the Contractor unavailable when the contractor fails to meet equipment, product, and/or personnel standards as specified in the IAIG.

The CO will provide information to assist the Contractor to meet burn objectives.

This information will include:

- 1. Daily treatment acres (estimated)
- 2. Flight hours (estimated)
- 3. Burn dates
- 4. Time and location of pre-use inspection
- 5. Contact names and phone numbers

### **Equipment**

All equipment furnished under this agreement shall be in acceptable and operative condition. The Contactor shall be responsible for equipment repairs.

### **Supplies**

The Contractor shall provide on-site, all necessary supplies to support the Helitorch for the duration of the burn, such as, but not limited to: gasoline/diesel, propane, gelling agents, etc.

#### **Personnel**

The Contractor shall provide 2-qualified helitorch mixing personnel in accordance with the IAIG. All personnel furnished shall perform work in a safe and professional manner. The Government shall provide a qualified Helitorch Manager/Helitorch Parking tender in accordance with the IAIG.

# EXHIBIT 19 VENDOR-PROVIDED HELITORCH AND SERVICES (Cont)

#### **Documents**

The Contractor shall provide the CO upon request a written Standard Operating Plan (SOP) outlining duties and responsibilities for Contractor personnel, qualifications and training records, and operational procedures. A copy of the SOP shall be made available at "Assigned Work Location."

#### **Approved Fuel Thickeners**

FIRETROL® Products Firegel® Sure Fire® Petro Jel™

#### **Gel-Fuel Mixture**

The contractor shall follow the manufacturer's gel-fuel mixture guidelines. The Contractor shall not blend a gel-fuel mixture unless expressly ordered by the CO.

If the Contractor fails to properly mix the gel-fuel so that it is unusable (i.e. too thick to pump, separates, etc.) the CO will decline the mixture. The Contractor will only receive payment for gel-fuel mixtures that are expressly ordered and accepted by the CO.

#### **Disposal**

The contractor shall dispose of hazmat in accordance with EPA regulations. The CO may approve disposal by incineration within the burn area.

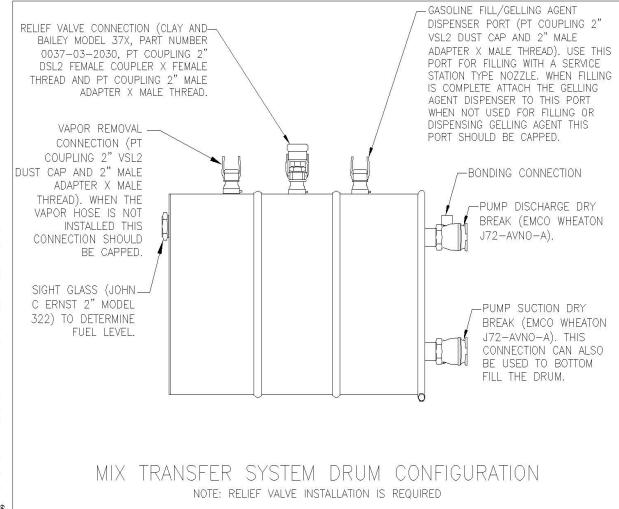
Unacceptable gel-fuel mixtures and residual waste products shall be disposed of at the Contractors expense.

Unused gel-fuel mixtures ordered and accepted by the Government shall be disposed of at Government expense and direction.

# EXHIBIT 19 VENDOR-PROVIDED HELITORCH AND SERVICES (Cont)

HELITORO	H INSPECT	ION CHECKLIST			
Company:					
Helitorch Identification:	Location:				
Inspector:	l .		Date:		
	nk (55 to 70	Gallons)			
DOT Specification Drum (UN1A1 or U			OT Fuel Tank		
(Drum Spec	, , , ,	or	Exemption		
Number			)		
"Flammable Liquid" label, "UN 1203	marking,	"Gasoline" markin	g and Exemption		
Number (as required) applied to drum					
2-inch male Cam & Groove fitting ins		por removal/recove	ery (per sketch for		
Fire Spec & Simplex )		•	3 (1		
Relief valve installed and mounted on	Cam & Groo	ve fittings to preve	nt clogging of		
valve by Gel (per sketch for Fire Spec	& Simplex)	0 .			
Cam & Groove fitting levers secured w		ns or self locking le	evers installed		
2" Emco Wheaton Dry Break Adapter					
for Fire Spec & Simplex)		Ü	,		
Filling of Drum of Tank by Bottom Filling	ng – Either b	y Installation of Dry	y Break at Bottom		
of Drum or by a Fill Spout That Extend	ls to Within 6	of Tank Bottom -	- Splash Filling		
Not Permitted					
Sight glass installed to determine fuel level in drum or tank					
Drum or tank is not damaged and no le	eakage is vis	sually detectable			
Comments:					
	Suspens		<u>_</u>		
Wire ropes have no physical damage					
Aviation grade bolts installed – The b					
ends contact only the shoulder of the bolts and the bolt threads are not a load bearing					
surface					
The Pear Link adapter spacer is ins	stalled so th	at the Pear Link	contacts only the		
spacer and not the bolt					
Comments:					
Electrical					
Power Cable in Good Condition – No	Cuts or Gaps	s in Insulation			
Comments:					
	Miscellan		111111		
Propane Hose - Hose is Compatible W	ith Propane	and Has a Braided	d Metal Cover		
Comments:					

# EXHIBIT 19 VENDOR-PROVIDED HELITORCH AND SERVICES (Cont)



90

# EXHIBIT 19 VENDOR-PROVIDED HELITORCH AND SERVICES (Cont)

BATCH MIX	ER INSPECTION C	CHECKLIST			
Company:					
Batch Mixer ID:	Location:				
Inspector:			Date:		
Trailer Mounting					
Tank connected to trailer frame not exp	anded metal deckin	ıg			
Trailer equipped with brakes if trailer ra					
Trailer wiring protected from abrasion					
Comments:				l	
Tank (G	Freater Than 119 G	allons)			
MC 306 or DOT 406 specification cargo		,		)	
Emergency shutoff lever accessible an		d more than	10-feet away	from	
shutoff valve or at end of tank furthest f					
Tank and/or vehicle placarded on 4-signature		Liquid" and	marked on 4-s	sides	
as "UN 1203"				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
Shutoff valves are protected and do not	t protrude from vehi	cle		-	
2-inch Cam & Groove fitting installed fo					
Fill spout extends to within 6-inches of t			ermitted		
V, K Inspection Current	tarik bottorri – spiasi	ir illing flot p	Cimilica		
I, P Inspection Current					
Comments:					
Comments.					
	Engine Installation				
Fuel Tank Located to Reduce Spillage					
			atastina hat an	gino	
Shielding installed between pump and engine to prevent leaks from contacting hot engine  Shielding installed between piping and engine to prevent leaks from contacting hot					
	id eligilie to preve	ent leaks if	om contacting	TIOL	
engine Comments:					
Comments.					
	Electrical				
All Electrical Connections Are Sealed a					
Switch housings covered	na occurea				
Battery located away from piping joints	and numn				
	and pump				
Comments:					
	Цара				
Hoose designed for use with gooding (	Hoses	ı		\	
Hoses designed for use with gasoline (I					
Vapor recovery/removal hose designed	i ioi use witti gasoiii	ie vapoi			
(Hose Make & Model	)				
Swaged hose ends					
Electrically conductive					
Live reel installed					
Comments:					
	D				
Duman Internals sus	Pump	/D	Malia	0	
Pump Internals are	Non-Sparking	(Pump	Make	&	
Model_	)				
Pump seals are compatible with gasolin	ie (viton or Buna N)	)			
Comments:					

# EXHIBIT 19 VENDOR-FURNISHED HELITORCH SERVICES (Cont)

Miscellaneous			
Safety pins installed on Camlok fittings or self locking Camlok fittings installed			
Pressure gage isolated from Gel			
Valves labeled as to function and flow direction			
Fire Extinguisher Inspected, Mounted and Accessible			
Comments:			

MIX-TRANSFER SYSTEM INSPECTION CHECKI	IST			
Company:				
System ID: Location:				
	Date:			
Drums				
DOT specification drums				
"Flammable Liquid" label, "UN 1203" marking, "Gasoline" marking	and Exemption			
Number (as required) applied to each drum	and Exemplion			
2-inch male Cam & Groove fitting installed for vapor removal/recovery (p	er sketch)			
2-nch male Cam & Groove fitting installed for gelling agent dispenser an	d gasoline fill port			
(per sketch)				
Relief valve installed and mounted on Cam & Groove fittings to prevent	clogging of valve			
by Gel (per sketch)				
Cam & Groove fitting levers secured with safety pins or self locking lever	rs installed			
2-inch Emco Wheaton dry break adapter installed for pump discharge ar	nd pump suction			
connections (per sketch)				
Bonding lugs installed on pump discharge dry breaks				
Sight glass installed to determine fuel level in drum (per sketch)				
Drum is not damaged and no leakage is visually detectable				
Comments:				
Hoses				
Hoses Designed for Use With Gasoline (Hose Make & Model				
Vapor Recovery/Removal Hose Designed for Use With Gasoline				
Swaged Hose Ends				
Electrically Conductive				
Engine Installation				
Shielding installed between pump and engine to prevent leaks from cont	tacting hot engine			
Comments:				
Pump				
Pump internals are non-sparking (Pump Make and Model	)			
Pump seals are compatible with gasoline (Viton or Buna N)				
Comments:				
Miscellaneous				
Pressure gage isolated from Gel				
Valves labeled as to function and flow direction				
Comments:				

#### **EXHIBIT 20**

# AIR ATTACK TACTICAL EQUIPMENT AND APPROVAL REQUIREMENTS FOR HELICOPTERS UTILIZED AS AIR ATTACK PLATFORMS

### **Helicopters performing the Air Attack Tactical Mission shall:**

- a. Meet the avionics standards specified in Section C of this document.
- b. Meet the additional avionics equipment requirements for at least one of the Air Attack Platform types listed below;

#### and

c. Be approved to operate in Air Attack Operations by indication on the Helicopter Data Card.

#### 1. Air Attack Platform Type I:

- a. Second panel mounted 760 channel VHF-AM aeronautical radio transceiver which meets the standards specified in section C-8, A, 2 of the contract.
- b. Second panel mounted aeronautical VHF-FM radio transceiver which meets the same frequency and output standards specified in section C-8, A, 3 of the contract.
- c. An earphone mic/jack with PTT (radio transmit and ICS) capability to the rear seat occupant furnished via a coil or straight cord sufficiently long enough to reach each of the aft cabin doors. A separate audio control system for the rear seat occupant is acceptable.

### 2. Air Attack Platform Type II:

- a. Second panel mounted 760 channel VHF-AM aeronautical radio transceiver which meets the standards specified in section C-8, A, 2 of the contract.
- b. An earphone mic/jack with PTT (radio transmit and ICS) capability to the rear seat occupant furnished via a coil or straight cord sufficiently long enough to reach each of the aft cabin doors. A separate audio control system for the rear seat occupant is acceptable.

### 3. Air Attack Platform Type III:

a. Second panel mounted 760 channel VHF-AM aeronautical radio transceiver which meets the same frequency and output standards specified in section C-8, A, 2 of the contract.

### Exhibit 20 (Cont)

The following matrix is a summary of the complete communication systems requirements for Air Attack platforms according to typing acceptable for helicopters.

### **Air Tactical Matrix Reference**

Equipment	Type I Either column is acceptable		Type II Either column is acceptable		Type III
ELT (91.207 excluding f)					
Night VFR Lighting					
#1 760 channel VHF-AM					
#2 760/720 channel VHF-AM					
Transponder (91.411 & 413)					
GPS (Panel-mounted or Handheld)	Panel-Mounted		Panel-Mounted		
	Only		Only		
#1 VHF-FM (see note 1)					
#2 VHF-FM (see note 1)					
#3 VHF-FM (see note 1)					
AUX-FM Provisions					
Automated Flight Following (AFF)					
Intercom					
#1 Audio Panel					
#2 Audio Panel for					
Copilot/ATGS					_
Audio Jacks for ATGS Instructor with					
radio PTT or #3 Audio Panel					
#1 VHF-FM Antenna					
#2 VHF-FM Antenna					
Accessory Power Source Connector					
Space for Air Attack Kit					

Note 1: VHF-FM – All VHF-FM aeronautical radios must be multimode (P25) digital after January 1, 2010.

#### **EXHIBIT 21**

### RESOURCE ORDERING AND STATUS SYSTEM (ROSS) AND WEB-STATUS

The wild-land fire dispatch community manages resource status information and processes resource orders utilizing a dispatching program called ROSS. While many features of this program will be essentially invisible to vendors, there is one powerful tool imbedded within ROSS of which a vendor will want to take advantage. The feature is called ROSS Web-Status.

What Web-Status will allow a vendor to do is update the status of agreement resource(s) on the ROSS web site with the click of a mouse button or two. This simple procedure will immediately update the central ROSS database with your changes so that dispatchers have the latest information as to the availability of your resources.

The ROSS is a secure web based application with access controlled through the use of username and password. Each "First time" vendor will be issued a username and password upon award of a contract or agreement. You will be advised by the awarding contract officer as to whom you will contact for your username and password.

1. The Northwest Coordination Center, NWCC (Oregon and Washington), hosts contracts and agreements offered by the USDA Forest Service Regional Office.

By hosting these contracts and/or agreements, these coordination centers have access to the contract or agreement. The following protocol will be used for issuing a username and password.

NWCC at Portland issues username and password for the R6 CWN Helicopters and Aircraft agreements and contracts.

Once a username and password has been issued to a vendor that username and password does not need to be renewed each year. If a username or password needs to be updated, only the appropriate issuing coordination center can do so.

Following is an illustration of how ROSS usernames and passwords are issued by the coordination centers NWCC at Portland

The first vendor contact for ROSS questions and troubleshooting of ROSS issues will be the:

Northwest Coordination Center, NWCC

5420 NE Marine Drive, Portland, OR 97232-4169

Phone: 503-808-2720 Fax: 503-808-2750

Email: ornwc@dms.nwcg.gov Web: http://www.or.blm.gov/nwcc

#### D-1 Contract Terms and Conditions -Commercial Items (FAR 52.212-4) (FEB 2007)

- (a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—
  - (1) Within a reasonable time after the defect was discovered or should have been discovered; and
  - (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (<u>31 U.S.C. 3727</u>). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
- (c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (<u>41 U.S.C. 601-613</u>). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR <u>52.233-1</u>, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) *Definitions*. The clause at FAR <u>52.202-1</u>, Definitions, is incorporated herein by reference.
- (f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (g) Invoice.
  - (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—
    - (i) Name and address of the Contractor;

- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
  - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
  - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., <u>52.232-33</u>, Payment by Electronic Funds Transfer—Central Contractor Registration, or <u>52.232-34</u>, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.
  - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment.—
  - (1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
  - (2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

- (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see <u>52.212-5(b)</u> for the appropriate EFT clause.
- (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
  - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
  - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (I) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
  - (1) The schedule of supplies/services.
  - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
  - (3) The clause at <u>52.212-5</u>.
  - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
  - (5) Solicitation provisions if this is a solicitation.
  - (6) Other paragraphs of this clause.
  - (7) The Standard Form 1449.
  - (8) Other documents, exhibits, and attachments.
  - (9) The specification.
- (t) Central Contractor Registration (CCR).
  - (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and

complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

- (2) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR <u>Subpart 42.12</u>, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of <u>Subpart 42.12</u>; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
  - (ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
  - (3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see <u>Subpart 32.8</u>, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
  - (4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <a href="http://www.ccr.gov">http://www.ccr.gov</a> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

632(a)(2)).

X (16) <u>52.222-3</u>, Convict Labor (June 2003) (E.O. 11755).

### SECTION D CONTRACT CLAUSES

# D-2 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (FAR 52.212-5)(Nov 2007)

- (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) <u>52.233-3</u>, Protest After Award (Aug 1996) (<u>31 U.S.C. 3553</u>).
- (2) <u>52.233-4</u>, Applicable Law for Breach of Contract Claim (OcT 2004) (Pub. L. 108-77, 108-78)
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

### [Contracting Officer check as appropriate.]

X	(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I
<u>/\</u>	(Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
_X	52.204-7 Central Contractor Registration (July 2006)
	(2) <u>52.219-3</u> , Notice of Total HUBZone Set-Aside (Jan 1999) ( <u>15 U.S.C. 657a</u> ).
	(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns
	(JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)
	(15 U.S.C. 657a).
	(4) [Reserved]
	(5) (i) <u>52.219-6</u> , Notice of Total Small Business Set-Aside (June 2003) ( <u>15 U.S.C. 644</u> ).
	(ii) Alternate I (Oct 1995) of 52.219-6.
	(iii) Alternate II (Mar 2004) of <u>52.219-6</u> .
_	(6) (i) <u>52.219-7</u> , Notice of Partial Small Business Set-Aside (June 2003) ( <u>15 U.S.C. 644</u> ).
	(ii) Alternate I (Oct 1995) of 52.219-7.
_	(iii) Alternate II (Mar 2004) of <u>52.219-7</u> .
_	(7) <u>52.219-8</u> , Utilization of Small Business Concerns (May 2004) ( <u>15 U.S.C. 637(d)(2)</u> and (3)).
	(8) (i) 52.219-9, Small Business Subcontracting Plan (Nov 2007) (15 U.S.C. 637(d)(4).
	(ii) Alternate I (Oct 2001) of 52.219-9.
	(iii) Alternate II (Oct 2001) of <u>52.219-9</u> .
<u>X</u>	(9) <u>52.219-14</u> , Limitations on Subcontracting (Dec 1996) ( <u>15 U.S.C. 637(a)(14)</u> ).
	(10) <u>52.219-16</u> , Liquidated Damages—Subcontracting Plan (Jan 1999) ( <u>15 U.S.C. 637(d)(4)(F)(i)</u> ).
	(11) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business
	Concerns (SEPT 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so
	indicate in its offer).
	(ii) Alternate I (June 2003) of <u>52.219-23</u> .
	(12) <u>52.219-25</u> , Small Disadvantaged Business Participation Program—Disadvantaged Status and
	Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
	(13) <u>52.219-26</u> , Small Disadvantaged Business Participation Program—Incentive Subcontracting
	(Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
	(14) <u>52.219-27</u> , Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside
	(May 2004) ( <u>15 U.S.C. 657 f</u> ).
<u>X</u>	(15) <u>52.219-28</u> , Post Award Small Business Program Rerepresentation (June 2007) ( <u>15 U.S.C.</u>

- (17) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Aug 2007) (E.O. 13126). (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999). X (19) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246). X (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212). X (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793). X (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212). (23) <u>52.222-39</u>, Notification of Employee Rights Concerning Payment of Union Dues or Fees X (Dec 2004) (E.O. 13201). X (24) (i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts). (ii) Alternate I (Aug 2007) of 52.222-50. (25) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)). (ii) Alternate I (Aug 2000) of <u>52.223-9</u> (<u>42 U.S.C. 6962(i)(2)(C)</u>). (26) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d). (27) (i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Aug 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169). (ii) Alternate I (Jan 2004) of 52.225-3. (iii) Alternate II (Jan 2004) of 52.225-3. (28) <u>52.225-5</u>, Trade Agreements (Nov 2007) (<u>19 U.S.C. 2501</u>, et seq., <u>19 U.S.C. 3301</u> note). X (29) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury). (30) <u>52.226-4</u>, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (<u>42 U.S.C. 5150</u>). (31) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150). (32) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)). (33) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)). X (34) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332). (35) <u>52.232-34</u>, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332). (36) <u>52.232-36</u>, Payment by Third Party (May 1999) (31 U.S.C. 3332). (37) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a). (38) (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:

  [Contracting Officer check as appropriate.]
- X (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
  - X (2) <u>52.222-42</u>, Statement of Equivalent Rates for Federal Hires (May 1989) (<u>29 U.S.C. 206</u> and <u>41 U.S.C. 351</u>, et seq.).

- (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
  (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
  (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
  (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
  (7) 52.237-11, Accepting and Dispensing of \$1 Coin (Aug 2007) (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 <u>Subpart 4.7</u>, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
  - (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
    - (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
    - (i) <u>52.219-8</u>, Utilization of Small Business Concerns (May 2004) (<u>15 U.S.C. 637(d)(2)</u> and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include <u>52.219-8</u> in lower tier subcontracts that offer subcontracting opportunities.
    - (ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
    - (iii) <u>52.222-35</u>, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (<u>38 U.S.C. 4212</u>).
    - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
    - (v) <u>52.222-39</u>, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
    - (vi) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seg.).
    - (vii) <u>52.222-50</u>, Combating Trafficking in Persons (Aug 2007) (<u>22 U.S.C. 7104(g)</u>). Flow down required in accordance with paragraph (f) of FAR clause <u>52.222-50</u>.

- (viii) <u>52.222-51</u>, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (<u>41 U.S.C.</u> 351, et seq.).
- (ix) <u>52.222-53</u>, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Nov 2007) (<u>41 U.S.C. 351</u>, *et seq.*).
- (x) <u>52.247-64</u>, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (<u>46 U.S.C. Appx. 1241(b)</u> and <u>10 U.S.C. 2631</u>). Flow down required in accordance with paragraph (d) of FAR clause <u>52.247-64</u>.
- (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-3 Economic Price Adjustment Specified Flight Rate Contracts

#### (a) NON-FUEL PORTION OF THE SPECIFIED FLIGHT RATE

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

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

#### **TABLE 6-PRODUCER PRICE INDEXES**

- 1. Commodity Group 1423 -- Aircraft Engines and Engine Parts
- 2. Commodity Group 1425 -- Aircraft Parts and Auxiliary Equipment

#### (b) FUEL PORTION OF THE SPECIFIED FLIGHT RATE

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

The price of Jet fuel is established at \$5.36 per gallon. The unit prices are an average of the lowest unit price for aviation fuel Nationwide. Variations in unit prices used in determining flight rate adjustment amounts will be established by using the average of the lowest unit price for aviation fuel at the following locations:

- (1) MERCURY AVIATION (RENO AIR SERVICE), Fresno, CA
- (2) CUTTER FL YING SERVICE, Albuquerque, NM
- (3) CUTTER AVIATION, Phoenix, AZ
- (4) FLIGHTCRAFT, Portland, OR
- (5) MILLIONAIRE, Salt Lake City, UT (Interwest Jet)
- (6) WESTERN AIRCRAFT MAINTENANCE, Boise, ID
- (7) MINUTEMAN AVIATION, Missoula, MT
- (8) WEST STAR AVIATION, Grand Junction, CO
- (9) MERCURY AVIATION (RENO AIR SERVICE), Reno, NV
- (10) WINGS OF WENATCHEE, Wenatchee, WA
- (11) EPPS AVIATION, Atlanta, GA
- (12) KNOXAIR, Alcoa, TN
- (13) TAC-AIR AVIATION, Ft. Smith, AR

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.

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

Any increase will not exceed 15% of the rate being adjusted and the aggregate change over the life of the contract including renewals shall *not* exceed 30%

#### (c) DAILY AVAILABILITY RATE

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

#### D-4 Property and Personal Damage

- (a) The Contractor shall use every precaution necessary to prevent damage to public and private property.
- (b) The Contractor shall be responsible for all damage to property and to persons, including third parties, that occur as a result of his or his agent's or employee's fault or negligence. The term "third parties" is construed to include employees of the Government.
- (c) The Contractor shall procure and maintain during the term of this contract, and any extension thereof, aircraft and General Public Liability Insurance in accordance with 14 CFR 205. The parties named insured under the policy or policies shall be the CONTRACTOR and THE UNITED STATES OF AMERICA.
- (d) The Contractor may be otherwise insured by a combination of primary and excess policies. Such policies must have combined coverage equal to or greater than the combined minimums required.
- (e) Policies containing exclusions for chemical damage or damage incidental to the use of equipment and supplies furnished under this contract, or growing out of direct performance of the contract, will not be acceptable. The chemical damage coverage may be limited to chemicals dispensed while performing firefighting activities.
- (f) The Contractor, prior to the commencement of work, shall submit to the Contracting Officer one copy of the insurance policy, or confirmation from the insurance company, certifying that the coverage described in this clause has been obtained.

#### **D-5 ORDERING** (52.216-18)(Oct 1995) Addendum

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through May 15, 2011.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

#### D-6 ORDER LIMITATIONS (52.216-19)(Oct 1995) Addendum

- (a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00 [insert dollar figure or quantity], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor—
  - (1) Any order for a single item in excess of \$300,000.00;
  - (2) Any order for a combination of items in excess of \$1,000,000.00; or
  - (3) A series of orders from the same ordering office within 90 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection <u>52.216-21</u> of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two hours after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### D-7 INDEFINITE QUANTITY (52.216-22)(Oct 1995) Addendum

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after June 15, 2011.

#### D-8 Option to Extend Services (FAR 52.217-8) (Nov 1999) Addendum

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 before the end of the contract period.

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

- (a) The Government may extend the term of the Contract by written notice to the Contractor within 60 days; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed one (1) base year and two (2) renewal option periods.

#### D-10 Statement of Equivalent Rates for Federal Hires (FAR 52.222-42) (MAY 1989) Addendum

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

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

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

#### D-11 Permits and Responsibilities (FAR 52.236-7) (NOV 1991) - Addendum

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

# E-1 INSTRUCTIONS TO OFFEROR-COMMERCIAL ITEMS (FAR 52.212-1) (Nov 2007) (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 <a href="https://www.arnet.gov">www.arnet.gov</a> for 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 17a, and 30a & b completed by you.
  - (2) Section B Schedule of Items, Requirements and Prices with your proposed prices inserted in the appropriate spaces.
  - (3) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3 (l) for those representations and certifications that the offeror shall complete electronically).
  - (4) Acknowledgment of Solicitation Amendments (if any).
  - (5) Past performance information, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with valid telephone numbers and other relevant information (See E-6).
  - (6) No facsimile (FAX) offers will be accepted
  - (7) (A) **General Instructions**. Quotes submitted in response to this solicitation shall be furnished in the following format with the numbers of copies as specified below. In addition submit the information requested in E-3, E-4, E-5, E-7, E-8, E-9, E-10(if applicable), E-11(representations and certifications to be accomplished through orca), and E-12. All this information needs to be submitted with your offered package
    - (B) SF 1449 / Schedule of Items (original)
      - (1) Schedule of Item prices shall be submitted on the Offeror's Submission Copy to include SF 1449 Cover/Signature Page and Sections B Supplies or Services and Prices. Since the specified flight rate is set by the Government the price of the Daily Availability will be used to determine overall price reasonableness. Total price for the base and option periods will be added to determine overall price reasonableness.
      - (2) Each price quote shall be evaluated to determine its reasonableness and to determine the demonstrated understanding of the level of effort (involved costs) needed to successfully perform the services. Any offered prices <u>substantially</u> above or below the average cost may be reason for rejection of the proposal. Results of reasonable price quotes along with the results of the technical evaluation will be the basis for the award decisions.
    - (C) **TECHNICAL Offer** (original)

#### **Technical Offer Instructions.**

(1) Technical offers will be evaluated to arrive at a determination as to whether the offer will meet the requirements of the Government. Therefore, the technical offer 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.

(2) Technical offer is divided into four subparts, one for each of the major technical evaluation factors. As a minimum, your technical offer must clearly address (1) Aircraft Technical Capability, (2) Safety/Risk Management (3) Past Performance and (4) Organizational Experience:

#### **SUB-PART 1 - AIRCRAFT TECHNICAL CAPABILITY**

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 (see E-3).

- (1) Submit an Interagency Helicopter Load calculation (E-7) for each aircraft, as per Exhibit 13 (see clause B-3, Aircraft Performance Specifications)
  - (i) The helicopter-equipped weight shall be based on the actual weighing of the aircraft and shall meet the following requirements:
    - The aircraft shall be weighed within 24 calendar months, prior to the submission of bid proposal.
  - (ii) Equipped weight equals the Empty Weight (as listed in the Weight and Balance Data) **plus** the weight of lubricants, unusable fuel and onboard equipment required by contract (e.g., survival kit, rappel bracket). See clause C-5 A15 for reference.
- (2) As per E-3 submit copies of the following:
  - (i) Current 14 CFR Part 133 Operating Certificate and current FAA letter of authority for aircraft designated to operate under the 14 CFR Part 133 Operating Certificate. One copy will suffice.
  - (ii) 14 CFR Part 135 Air Carrier Certificate and current 14 CFR Part 135 Operations specifications (Sections A, B, C, D, and E as applicable). Each aircraft offered should be listed in Section D of the Operations Specification (as applicable). One copy will suffice.
  - (iii) 14 CFR Part 137 Operating Certificate and current FAA Form 8710-3 that lists all the pilots authorized to operate under the 14 CFR Part 137 Operating Certificate. One copy will suffice.
  - (iv) Submit a current weight and balance for each aircraft offered as per Section C-5 of the solicitation.
  - (v) Submit a current aircraft equipment list for each aircraft offered.
  - (vi) Performance Data shall be provided with your proposal for evaluation of the helicopters performance and will be used to compute the Interagency Helicopter Load Calculation.

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

No performance enhancing data (Power Assurance Checks, etc) will be authorized. Only FAA approved charts based on minimum specification engine performance shall be used. As an example, Kaman K-1200 helicopters shall only use minimum specification engine performance data calculated from Rotorcraft FMS NO. 1 (USFS Fire Fighting).

(vii) Submit the weight and capacity of the bucket and/or tank as applicable

#### **SUB-PART 2 - SAFETY/RISK MANAGEMENT**

Offerors will be evaluated on their overall safety systems, organization and accident history using the information requested/provided as per E-4 Safety and Training, and E-5 Synopsis of Safety Program

- (1) Accident History (last five years)
- (2) Safety Management System
- (3) Accident Prevention Program

#### **SUB-PART 3 - PAST PERFORMANCE**

We will evaluate your capability on the basis of the company's past performance for the past 3 years (2005-2007). 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:

- (1) that you were capable, efficient, and effective
- (2) that your performance conformed to the terms and conditions of your contract
- (3) that you were reasonable and cooperative during performance
- (4) and that you were 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 4 - ORGANIZATIONAL EXPERIENCE**

The opportunity to learn is by doing. Your experience is relevant when you have been confronted with the kinds of challenges that will confront you under this contract contemplated by this RFP. We will assess your relevant experience on the basis of its breadth and its depth. The Government prefers experience supporting wild land fire operations. In addition to overall organizational company experience, address the experience of your personnel directly responsible for working under this contract.

- (1) <u>Management Personnel</u>: Specifically, list qualifications and experience of management personnel required under FAR 119.
- (2) Pilot in Command (PIC): Submit the name(s) of the PIC(s) with the pilots experience using E-8 Pilot and Relief Pilot Experience Data Sheets. The contractor shall verify all pilot hours (PIC) submitted on the Pilot Experience Data Sheets (E-8) are accurately captured from certified pilot logs or permanent records.

The contractor shall ensure that a pilot meets all requirements as outlined in paragraph C-12 D Pilot Requirements-Experience.

- (3) Maintenance Personnel: Identify and submit existing and proposed maintenance personnel. (See E-9)
  - (i) Total years of experience
  - (ii) Total years maintaining helicopters
  - (iii) Total years maintaining helicopters in field conditions
  - (iv) Certifications, i.e. A & P/IA
  - (v) The contractor shall ensure that the offered mechanics meet the requirements as outlined in paragraph C-12 H Mechanic Qualifications.
- (8) Please contact the Contracting Officer by telephone or in writing (facsimile) if you do not understand any part of these instructions.
- (b) **Period for Acceptance of Offers**. The Offeroro agrees to hold the prices in it offer firm for 30 days from the date specified for receipt of offers.
- (c) Contract Award. The Government intends to evaluate offers and award multiple contracts 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.
- (d) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <a href="http://www.dnb.com">http://www.dnb.com</a>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.
- (e) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <a href="http://www.ccr.gov">http://www.ccr.gov</a> or by calling 1-888-227-2423 or 269-961-5757.
- (f) 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.
- (g) Single or Multiple Awards (52.216-27)(Oct 1995) Addendum

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of provision)

(h) Evaluation of Options (52.217-5) (July 1990) Addendum

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

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

- (a) The Government intends to make multiple awards to the Offerors whose offer represents the best value to the Government on the basis of:
  - (1) Aircraft Technical Capability (The sub-factors are equal in importance).
    - (A) Helicopter Load Calculation
    - (B) Submit Copies of the following:
      - (i) Current CFR Part 133 Operating Certificate
      - (ii) Current 14 CFR Part 135 Air Carrier Certificate
      - (iii) Current 14 CFR part 137 Operating Certificate and Current FAA Form 8710-3
      - (iv) Current weight and Balance Sheet
      - (v) Current aircraft equipment list
      - (vi) Supporting Aircraft Performance Charts, i.e. flight manual HIGE, HOGE, Flight Manual Supplement etc.
      - (vii) Submit bucket and/or tank capacity and weight of bucket and/or tank.
  - (2) <u>Safety/Risk Management</u> (*The sub-factors are equal in importance*)
    - (A) Accident History
    - (B) Safety Management System
      - (i) Operations Manual
      - (ii) Training Program

- (iii) Safety Audit
- (iv) Operational Data
- (C) Accident Prevention Program
  - (i) Participation in a recognized program
  - (ii) Reduction of aviation insurance rates.
- (3) Past Performance (The sub-factors are equal in importance)
  - (A) that you were capable, efficient, and effective
  - (B) that your performance conformed to the terms and conditions of your contract
  - (C) that you were reasonable and cooperative during performance
  - (D) that you were committed to customer satisfaction.

The sub-factors are equal in importance

- (4) <u>Organizational Experience</u> (*The sub-factors are equal in importance*)
  - (A) Management Personnel
  - (B) Pilot in Command
  - (C) Maintenance Personnel
- (5) <u>Price Reasonableness</u> The Government will evaluate price offers for the daily availability rates based on historical Government costs and Industry Standards. Price quotes will be evaluated to determine reasonableness and to determine the demonstrated understanding of the level of effort (involved costs) needed to successfully perform the services.
- (b) Source Selection Decision. The Government may award contracts to the Offeror(s) whose offer represents the best value when considering Aircraft Technical Capability, Safety/Risk Management, Contractor's Past Performance, Organizational Experience, and price. The non-price factors are equally important and when combined are approximately equal in importance to Price. Price is not expected to be the controlling factor. However, should non price factors between Offerors be relatively equal, then price could become the controlling factor in the best value decision.
- (c) <u>Notice of Award</u>. A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful Offeror(s) shall result in a contract without further action by either party. The Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received from the Offeror prior to award.

End of provision)

# E-3 QUESTIONNAIRE #1 - TECHNICAL CAPABILITY Use separate sheet for each aircraft offered.

Provide a current copy of your FAA	[ ] YesAttach copy.
Operations Specifications	
	[]No
FAA Agricultural Aircraft Operator's Certificate (Part 137) in Offeror's Name	[ ] YesAttach copy.
	[ ] No
FAA Air Taxi Operators and Commercial Operations Certificate (Part 135)	[ ] Yes. Attach copy
Operations Cortificate (Port 132) in Offerer's	[ ] No   [ ] YesAttach copy.
Operations Certificate (Part 133) in Offeror's Name	
Record of Company Mishaps,	[ ] No OFFEROR WILL USE THE ATTACHED SUMMARY OF
Accidents, Incidents; and FAA	ACCIDENTS FORM E-4. ALL FAA VIOLATIONS, IF
Violations -Last 5 Years -	ANY, SHOULD BE LISTED ON A SEPARATE SHEET.
Date and Brief Description	See E-4
Submit Load Calculation per Exhibit 13	Submit Load Calculation for each item award expected.
Casama Caramanan par Eraman I	(Attach copy of chart used in calculation)
	See E-6
CONTRACTOR MUST SUBMIT THE FOLLOV	VING INFORMATION FOR ALL AIRCRAFT OFFERED.
	*CURRENT
MAKE MODEL "N" NUMBI	ER EQUIPPED WT Remarks
	<del></del>
*WILL BE VERIFIED BY THE GOVERNMENT	DUDING THE DDE LISE INSDECTION
<b>Note:</b> For the purpose of evaluating helicopter performar applicable FAA approved Performance Charts shall be us	nce and computing the Interagency Load Calculation, only current, sed.
No performance enhancing data (Power Assurance Chec	ks, etc) will be authorized. Only FAA approved charts based on minimum
specification engine performance shall be used. As an ex	cample, Kaman K-1200 helicopters shall only use minimum specification
engine performance data calculated from Rotorcraft FMS	NO. 1 (USFS Fire Fighting).

### E-4 QUESTIONNAIRE #2 - SAFETY AND TRAINING

	COMPANY NAME:		
	IF ADDITIONAL SPACE IS NEEDED PLEASE ATTACH A SEPARATE SHEET	_	
1)	Does your organization have someone identified as the focal point for aviation safety issu  (A) If yes, please provide their name and contact information.	es? YES	NO
2)	Does your organization distribute aviation safety awareness information and materials to personnel? (A) If yes, what type of material, how is it distributed, and to whom?	company YES	NO
3)	Do you conduct aviation safety meetings? YES NO  (A) If yes, how often, are they mandatory, who is required to attend, and how is attendance.	ce tracked?	
4)	Do you maintain an aviation mishap reporting system that identifies safety concerns within organization?  please describe the system or provide an example.	n your YES (A) If yes,	NO
5)	Does your organization have a written Aviation Safety/Accident Prevention Program?  (A) If yes, please submit a copy.	YES	NO
L			

### E-4 QUESTIONNAIRE #2 - SAFETY AND TRAINING (con't)

	COMPANY NAME:
6)	Does your organization provide Crew Resource Management Training?  YES  NO
(	A) If yes, is it mandatory, who is required to attend (pilots, mechanics, drivers, etc), what is the frequency of training? Please provide a list of who has attended and when.
7)	Please submit a list of all company personnel, including job title, who have completed Hazardous
,	Materials Training and when?
8)	Who will provide aircraft maintenance and where it will be performed.
9)	Explain how your organization will provide quality assurance.
10)	List your insurance provider, their address, phone number, and agent's name.

#### E-4 QUESTIONNAIRE #2 - SAFETY AND TRAINING (con't)

#### **SUMMARY OF ACCIDENTS**

## Failure to provide the following information may render the Offer unacceptable The information furnished below will be used in the evaluation of the offeror. Safety of the operations conducted under this contract is critical; therefore, the Contractors ability to safely conduct aircraft operations is an important factor in the evaluation process. The Accident Frequency Rate for On Demand Air Taxi Operations Nationwide, as published by the FAA, will be used as one of the standards to evaluate the offeror's ability to conduct safe operations. The number of hours flown by the bidder will be considered in the evaluation of the Accident Frequency Rate. Total Helicopter Flight Hours (5 years): Has your company experienced any NTSB reportable aircraft accidents/incidents in the past 5 Yes No vears? If "Yes" provide the NTSB accident/incident report number(s) in the spaces below. NTSB# NTSB# NTSB# Has your company experienced any FAA enforcement actions(s) in the past 5 years? If "Yes" Yes No enclose a narrative explaining each event with your offer. Have your pilots experienced any accidents, incident, and enforcement action(s) in the past 5 Yes No vears? If "Yes" enclose a narrative explaining each event with your offer.

Note, make additional copies of this questionnaire as needed

#### E-5 SYNOPSIS OF SAFETY PROGRAM

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

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

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

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

**Operations**: the conduct of flight operations, from planning the flight through successful conclusion. **Systems**: all supporting elements including maintenance, dispatch, aircraft, equipment, training and procedures.

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

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

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

#### **Accident Prevention Program**

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

	_
	Safety Management System
	☐ Tour Operators Program of Safety
	☐ Medallion Foundation
	☐ HAI Platinum
	☐ Other (Please list)
Ple	ease list your prevention programs

Yes No	
Yes No	
Accident History:  Company annual average flight hours?  Accident rate per 100,000 flight hours?  Have there been any FAA enforcement actions against the company or pilots in last 5 years?	Has the company received a reduction in rates from your carrier as a result of your safety prevention program?
Accident History:  Company annual average flight hours?  Accident rate per 100,000 flight hours?  Have there been any FAA enforcement actions against the company or pilots in last 5 years?  Yes \[ \] No	Yes
Company annual average flight hours?Accident rate per 100,000 flight hours?  Have there been any FAA enforcement actions against the company or pilots in last 5 years?       Yes   No	If yes, please briefly explain
Company annual average flight hours?Accident rate per 100,000 flight hours?  Have there been any FAA enforcement actions against the company or pilots in last 5 years?       Yes   No	
Company annual average flight hours?Accident rate per 100,000 flight hours?  Have there been any FAA enforcement actions against the company or pilots in last 5 years?       Yes   No	
Company annual average flight hours?Accident rate per 100,000 flight hours?  Have there been any FAA enforcement actions against the company or pilots in last 5 years?       Yes   No	
Accident rate per 100,000 flight hours?  Have there been any FAA enforcement actions against the company or pilots in last 5 years?  ☐ Yes ☐ No	Accident History:
☐ Yes ☐ No	Company annual average flight hours?Accident rate per 100,000 flight hours?
	Have there been any FAA enforcement actions against the company or pilots in last 5 years?
If Yes, please describe corrective actions the company has taken:	☐ Yes ☐ No
	If Yes, please describe corrective actions the company has taken:

### E-6 QUESTIONNAIRE #3 – PAST PERFORMANCE AND ORGANIZATIONAL EXPERIENCE

**INSTRUCTIONS**: No contract may be awarded unless a completed questionnaire has been received. If more space is needed, attach additional sheets.

Company Name:	Check one box:  [ ] Corporation							
Mailing Address:	[ ] Co-partnership [ ] Individual							
Principal Office:			Telephone No:					
			L					
How many years business?	s has your organization beer	in business a	as a general contra	ctor under your present				
2. How many year	s experience in contracting h	nas your orga	nization had as a:					
(1) prime contra	ctor?; (2) sub-cont	ractor?	_·					
3. List below the c	ontracts your organization h	as held within	the last three (3) ye	ears:				
Contract Amount	Type of Contract	Date Completed	Name and Addres	ss of Person ormation on project				
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	, , , , , , , ,						
4. If problems were	e encountered under the abo	ove identified	project(s), identify b	pelow what, if any,				
corrective action w	as taken by you as the contr	actor.	, , , ,	, ,,				

### E-6 QUESTIONNAIRE #3 – PAST PERFORMANCE AND ORGANIZATIONAL EXPERIENCE

(Continued)

	ed to complete any work on(s) and reason(s):	awarded to	you? []yes []no
,			
6. Organization and v	vork force that will be ava	ailable for th	nis contract
a. Minimum numb	er of employees:	<del></del>	
Maximum numb	per of employees:		
b. Are the employ contract:	ees regularly on your pay	roll or do y	ou plan to hire for this
Explain:			
c. Do you plan to s	subcontract any part of th	e proposed	work? []yes []no
			nd pilots of your organization. Any
experience as an init	ial attack" pilot should be	Yrs.	
Individual's Name	Current Position	Exp.	Type of Work Capacity
		<u> </u>	
			urnished in this questionnaire is true, comple
			hat all persons named as references are n necessary for verification.
Organization Name			_
By (signature)		Title	Date

E-7	QUESTIONNAIRE #4: AIRCRAFT PERFORMANCE: Company:	Date:
	Make/ Model/Variant	N Number:
	# of Pax Seats Certified For	Equipped Weight:

Instructions: For each aircraft offered please fill out the following table, using FAA approved data for each altitude and temperature. Use the standard interagency Load Calculation Form (see Exhibit 13) as a matrix for performance calculations. This is for mission performance planning only

Pressure Altitude (ft) – Computed Gross Weight

INTERAGENCY HELICOPTER LOAD CALCULATION (Cont)

	INTERAGENCY HELICOP			MODEL			
OAS-67/FS 5700-17 (11/03)			N#				
PILO	DT(S)			DATE			
MISS	SION			TIME			
1	DEPARTURE		PA		OAT		
2	DESTINATION		PA	OAT			
3	HELICOPTER EQUIPPED	l					
4	FLIGHT CREW WEIGHT						
5	FUEL WT (gallons X7	lbs per gal)					
6	OPERATING WEIGHT (3 + 4 + 5)						
		No HIGE	on-Jett	tisonable HOGE			onable GE-J
7a	PERFORMANCE REF	HIGE		HOGE		поч	3E-J
, u	(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	ALLOWABLÉ PAYLOAD						
14	(11 minus 12) PASSENGERS/CARGO MANIFEST	<u> </u>					
15	ACTUAL PAYLOAD (Total of all weigh	nts listed in item	14)				
Line 15 must not exceed Line 13 for the intended mission				+	Haz	Mat	
PILOT SIGNATURE							
MGR SIGNATURE					Yes	No	

#### E-7 QUESTIONNAIRE #4: AIRCRAFT PERFORMANCE (Cont)

#### PLEASE ENCLOSE

- Copy of Type Certificate, or supplemental certification applicable for the aircraft offered.
- Clear and legible copy of the standard interagency Load Calculation Form (see Exhibit 13) form used in payload calculations.
- Clear and legible copy of FAA approved performance charts used to calculate aircraft performance.
- Failure to submit supporting data used in payload calculations may result in the aircraft not being considered for contract award.
- The Government will confirm aircraft weights at time of inspection.

NOTE: The minimum performance requirement is based on hovering-out-of-ground (HOGE) at 5000 feet MSL, 30°C with a non-jettisonable payload of 380 pounds. These computations should utilize a helicopter equipped weight reflective of the aircraft equipped as prescribed in the contract, a 200 pound pilot and 1.5 hours total fuel (including reserve) figured at the contract designated burn rate.

I certify that I have examined the data submitted and to the best of my knowledge, it is true and correct.

Name:	 Title: _		
Sianature	 -	Date	

# 

### E-8 PILOT EXPERIENCE DATA SHEET

COMPANY NAME:			
RELIEF PILOT # 1			
NAME:(LAST, FIRST, MI) RATINGS:			ISSUE DATE://
TOTAL FLIGHT HOURS:	PIC:	SIC:	MTN:
ROTORCRAFT HOURS:	PIC:	_ SIC:	MTN:
	ate, location, aircraft N nu	mber, owner/ope	, provide narrative on separate sheet trator, details and any admin action)
			CARD ISSUED:// FOR WHOM, WHEN & WHERE:
LIST USFS RAPPEL CONTF	RACTS FLOWN IN LAST	7 YEARS, FOR V	WHOM, WHEN & WHERE:

### E-8 PILOT EXPERIENCE DATA SHEET

COMPANY NAME:				
RELIEF PILOT # 2				
NAME:(LAST, FIRST, MI) RATINGS:				
TOTAL FLIGHT HOURS:	PIC:	SIC:	MTN:	<del></del>
ROTORCRAFT HOURS:	PIC:	SIC:	MTN:	<del> </del>
ACCIDENTS/INCIDENTS IN include pilot name, mishap d	ate, location, aircraf  S (include mo/yr att	t N number, owner/	operator, details and a	any admin action)
TOTAL YEARS INTERAGEN				
LIST INTERAGENCY FIRE (	CONTRACTS FLOV	VN IN LAST 7 YEA	RS, FOR WHOM, WH	IEN & WHERE:
LIST USFS RAPPEL CONT	RACTS FLOWN IN I	LAST 7 YEARS, FO	OR WHOM, WHEN & V	WHERE:

### E-8 PILOT EXPERIENCE DATA SHEET

COMPANY NAME:		_	
RELIEF PILOT #3			
NAME:(LAST, FIRST, MI) RATINGS:			ISSUE DATE://
TOTAL FLIGHT HOURS:	PIC:	SIC:	MTN:
ROTORCRAFT HOURS:	PIC:	SIC:	MTN:
			yes, provide narrative on separate sheet to operator, details and any admin action)
MANUFACTURER SCHOOLS	(include mo/yr attended)	·	
TOTAL YEARS INTERAGENCY	Y CARDED: _LAST INTE	ERAGENC)	CARD ISSUED://
LIST INTERAGENCY FIRE CO	NTRACTS FLOWN IN L	AST 7 YEA	RS, FOR WHOM, WHEN & WHERE:
LIST USFS RAPPEL CONTRAC	CTS FLOWN IN LAST 7	YEARS, FO	OR WHOM, WHEN & WHERE:

E-9 <u>MAINTENANCE PERSONNEL – DATA SHEET</u> (make necessary copies for each mechanic)  COMPANY NAME:					
NAME:(LAST, FIRST, MI) CERTIFICATIONS: (e.g. A&P/IA)	CERT. NO:		ISSUE DATE:	/ <u></u> /	
TOTAL YEARS EXPERIENCE: TOTAL YEARS MAINTAINING HELIC				S:	
LAST INTERAGENCY CARD ISSUED://					
LIST INTERAGENCY FIRE CONTRACT WHERE:	CTS SUPPORTED IN	THE LAST 3 YEA	ARS, FOR WHOM, V	VHEN &	

### E-10 QUESTIONNAIRE # 4 – IR/THERMAL IMAGING INFORMATION (If applicable)

		owing information is only required by those offerors offering IR/Thermal Imaging Equipment as al equipment).				
(a)	Mal	ke, model and series of aircraft imaging unit is installed on?				
(b)	When not being utilized in an imaging capacity, can aircraft be reconfigured for other typical wildland firefight missions?					
	(1)	If yes, what other types of missions?				
	(2)	If yes, how long does reconfiguration take?  (A) From imaging to typical firefighting configuration				
		(B) From typical firefighting to imaging configuration				
(c)		vide load calculations showing aircraft hover-out-of-ground (HOGE) useful load at 7000' PA, 30* C, 1.5 hours o' and a 200 lb. pilot for the following mission profiles.				
	(1)	IR/Thermal mission ready aircraft (including any and all required equipment and crewmembers).				
	(2)	Reconfigured aircraft, mission ready for a typical wildland firefighting mission (if available).				
(d)	Wh	at, if any, support is needed from the requesting agency?				
(e)		n passengers be accommodated during IR/Thermal missions (assuming load calculations support additiona ght)?				
(f)	Wh	at products are generated by your system (maps, still photos, video footage, exportable data, etc.)?				
(g)	Witl	hin what time frames can the requesting agency reasonably expect to see each of these finished products?				
(h)	Are	the images produced by your system geo-referenced?				
	If ye	es, what/where does the geo-reference refer to and how is this accomplished?				
(i)	List	all operators qualified to operate your IR/Thermal Imaging system.				

#### E-11 Offeror Representations and Certifications—Commercial Items (Nov 2007)

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

- (a) Definitions. As used in this provision—
  - "Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.
  - "Forced or indentured child labor" means all work or service-
  - (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
  - (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.
  - "Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—
    - (1) FSC 5510, Lumber and Related Basic Wood Materials;
    - (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
    - (3) FSG 88, Live Animals;
    - (4) FSG 89, Food and Related Consumables;
    - (5) FSC 9410, Crude Grades of Plant Materials;
    - (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
    - (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
    - (8) FSC 9610, Ores;
    - (9) FSC 9620, Minerals, Natural and Synthetic; and
    - (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"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 <u>38 U.S.C. 101(2)</u>, with a disability that is service-connected, as defined in <u>38 U.S.C. 101(16)</u>.

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

"Veteran-owned small business concern" means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.
- (b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)
  - (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
  - (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

	(3)	Taxpayer Identification Number (TIN).
		TIN:
		TIN has been applied for.
		TIN is not required because:
		Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not
		have income effectively connected with the conduct of a trade or business in the United
		States and does not have an office or place of business or a fiscal paying agent in the
		United States;
		Offeror is an agency or instrumentality of a foreign government;
		Offeror is an agency or instrumentality of the Federal Government.
	(4)	Type of organization.
	` ,	Sole proprietorship;
		Partnership;
		Corporate entity (not tax-exempt);
		Corporate entity (tax-exempt);
		Government entity (Federal, State, or local);
		Foreign government;
		International organization per 26 CFR 1.6049-4;
		Other
	(5)	Common parent.
		Offeror is not owned or controlled by a common parent;
		Name and TIN of common parent:
		Name
		TIN
(c)	Off	erors must complete the following representations when the resulting contract will be performed in
(0)		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.
	(0)	Note that the state of the stat
	(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.
		io,io not a votoran owned ornan baomood concorn.
	(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.			
	Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified tion threshold.			
(6)	Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is a women-owned business concern.			
(7)	7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:			
(8)	Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]			
	(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it is, is not an emerging small business.			
	(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:			
	<ul> <li>(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or</li> </ul>			

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

		(Check one of the follo	owing):
		Number of Employe	es Average Annual Gross Revenues
		50 or fewer	\$1 million or less
		51–100	\$1,000,001–\$2 million
		101–250	\$2,000,001–\$3.5 million
		251–500	\$3,500,001–\$5 million
		501–750	\$5,000,001–\$10 million
		751–1,000	\$10,000,001–\$17 million
		Over 1,000	Over \$17 million
(9)	Adj Bus	iustment for Small Disadvar	on contains the clause at FAR <u>52.219-23</u> , Notice of Price Evaluation intaged Business Concerns, or FAR <u>52.219-25</u> , Small Disadvantaged m—Disadvantaged Status and Reporting, and the offeror desires a larged status.]
	(i)	certified small disadva Business Administration ownership and control by one or more individupon whom the certific	is not certified by the Small Business Administration as a small as concern and identified, on the date of this representation, as a intaged business concern in the database maintained by the Small on (PRO-Net), and that no material change in disadvantaged has occurred since its certification, and, where the concern is owned uals claiming disadvantaged status, the net worth of each individual cation is based does not exceed \$750,000 after taking into account one set forth at 13 CFR 124.104(c)(2); or
		business concern in a application is pending, has occurred since its	has not submitted a completed application to the Small on or a Private Certifier to be certified as a small disadvantaged coordance with 13 CFR 124, Subpart B, and a decision on that and that no material change in disadvantaged ownership and control application was submitted.
	(ii)	Business Concerns. The complies with the requirem paragraph (c)(9)(i) of this puthat is participating in the j	inder the Price Evaluation Adjustment for Small Disadvantaged offeror represents, as part of its offer, that it is a joint venture that ments in 13 CFR 124.1002(f) and that the representation in provision is accurate for the small disadvantaged business concern oint venture. [The offeror shall enter the name of the small concern that is participating in the joint venture:]
10)	HU	BZone small business cond	cern. [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—

made.

#### SECTION E SOLICITATION PROVISIONS

		(I	representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and
		(ii)	It is, is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
(d)	Rep	ores	entations required to implement provisions of Executive Order 11246—
	(1)	Pre	vious 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)	Affi	rmative 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)	Cei	rtific	ation Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if
` '			tract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best
	of it	s kr	nowledge and belief that no Federal appropriated funds have been paid or will be paid to any
	-		for influencing or attempting to influence an officer or employee of any agency, a Member of
		-	ss, an officer or employee of Congress or an employee of a Member of Congress on his or her
			n connection with the award of any resultant contract. If any registrants under the Lobbying
			ure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this t, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of
			ng Activities, to provide the name of the registrants. The offeror need not report regularly

- (f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Supplies, is included in this solicitation.)
  - (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as

employed officers or employees of the offeror to whom payments of reasonable compensation were

#### SECTION E **SOLICITATION PROVISIONS**

foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Supplies."

(2)	For	eign End Produ	ucts:		
	L	ine Item No.	Country of Origin		
		[List as ne	ecessary]		
(3)		e Government v R <u>Part 25</u> .	vill evaluate offers in a	ccordance with the policies and procedures of	
(g)	(1)	-	<u>52.225-3</u> , Buy Americ	ements—Israeli Trade Act Certificate. (Applies only if the an Act—Free Trade Agreements—Israeli Trade Act, is	
	(i)	(g)(1)(iii) o componen United Sta end produ Trade Agr	of this provision, is a do nots of unknown origin to ates. The terms "Bahra ct," "end product," "fore eement country end pr the clause of this solic	oduct, except those listed in paragraph (g)(1)(ii) or mestic end product and that the offeror has considered a have been mined, produced, or manufactured outside the inian or Moroccan end product," "component," "domestic eign end product," "Free Trade Agreement country," "Free oduct," "Israeli end product," and "United States" are itation entitled "Buy American Act-Free Trade Agreements-	
	(ii) The offeror certifies that the following supplies are Free Trade Agreement country end pro (other than Bahrainian or Moroccan end products) or Israeli end products as defined i clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israe Trade Act":				
		_	greement Country End sraeli End Products:	Products (Other than Bahrainian or Moroccan End	
		Line Item N	o. Country of Orig	in	
		[List a	s necessary]	<u> </u>	

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other

(2)

(3)

#### SECTION E SOLICITATION PROVISIONS

foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(iv)		
Other Foreign En	d Products:	
Line Item No.	Country of Origin	
		_
		-
[List as n	ecessary]	_
(iv) The Government FAR Part 25.	will evaluate offers in	accordance with the policies and procedures of
to the clause at FAR	•	s—Israeli Trade Act Certificate, Alternate I. If Alternate I this solicitation, substitute the following of the basic provision:
		ollowing supplies are Canadian end products as tled "Buy American Act—Free Trade Agreements—
Canadian End Produc	cts:	
Lin	e Item No.	
	<del></del>	
[List as n	ecessary]	
Alternate II to the clau paragraph (g)(1)(ii) fo (g)(1)(ii) The offeror of	use at FAR <u>52.225-3</u> is or paragraph (g)(1)(ii) or certifies that the followin the clause of this so	s—Israeli Trade Act Certificate, Alternate II. If is included in this solicitation, substitute the following of the basic provision: ing supplies are Canadian end products or Israeli end icitation entitled "Buy American Act—Free Trade"
Canadian or Israeli E	nd Products:	
Line Item No. C	Country of Origin	
	<del></del>	
[List as n	ecessary]	

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR <u>52.225-5</u>, Trade Agreements, is included in this solicitation.)

- (i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."
- (ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

		Other End Product	ts:	
		Line Item No.	<b>Country of Origin</b>	
		<del></del>	<del></del>	
		[List as ne	ecessary]	
	(iii)	FAR Part 25. For I U.Smade or desi American Act. The country end produ	ine items covered by t gnated country end pre Government will cons cts unless the Contrac	ccordance with the policies and procedures of ne WTO GPA, the Government will evaluate offers of oducts without regard to the restrictions of the Buy ider for award only offers of U.Smade or designated ting Officer determines that there are no offers for such cts are insufficient to fulfill the requirements of the
(h)	(Applies	s only if the contrac	t value is expected to	or Ineligibility for Award (Executive Order 12689). exceed the simplified acquisition threshold.) The belief, that the offeror and/or any of its principals—
	(1) dec	Are, Lared ineligible for t		parred, suspended, proposed for debarment, or by any Federal agency; and
	con con offe	nection with obtain stract or subcontrac ers; or commission o	ent rendered against t ing, attempting to obta t; violation of Federal of embezzlement, thef	three-year period preceding this offer, been convicted nem for: commission of fraud or a criminal offense in in, or performing a Federal, state or local government or state antitrust statutes relating to the submission of forgery, bribery, falsification or destruction of records, eiving stolen property; and
	(3) Gov	Are, vernment entity with	are not presently ind n, commission of any o	icted for, or otherwise criminally or civilly charged by a f these offenses.

(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).]

	• ,	end products. d End Product	Listed Countries of O	rigin		
	paragra	aph(i)(1) of this p	tracting Officer has ident	•	-	
	[ ] (i) The		е <i>blocк</i> .] supply any end product li r manufactured in the col			
	min offe chil this	ned, produced, or eror certifies that d labor was used	oply an end product listed manufactured in the col it has made a good faith d to mine, produce, or ma e basis of those efforts, th	responding country effort to determine anufacture any sucl	as listed for that prod whether forced or inden end product furnishe	uct. The entured d under
(j)	manufactur	ed end products. ture of the end p	s not apply unless the so  ) For statistical purposes roducts it expects to prov	s only, the offeror sl	nall indicate whether th	
		ctured in the Uni	d States (Check this box ited States exceeds the t ne United States); or	-		
	(2)	Outside the U	Inited States.			
(k) (l)	Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a be to indicate if paragraph $(k)(1)$ or $(k)(2)$ applies.]					ompliance

[]	(1)	Maintenance, calibration, or repair of certain equipment as described in FAR <u>22.1003-4</u> (c)(1). The offeror does does not certify that—				
		(i)	The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;			
		(ii)	The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR <a href="22.1003-4">22.1003-4</a> (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)		rtain services as described in FAR <u>22.1003-4(d)(1)</u> . The offeror does does certify that—			
		(i)	The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;			
		(ii)	The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR <u>22.1003-4(d)(2)(iii)</u> );			
		(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 p (i)	aragraph (k)(1) or (k)(2) of this clause applies—  If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and			
		(ii)	The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph $(k)(1)$ or $(k)(2)$ of this clause or to contact the Contracting Officer as required in paragraph $(k)(3)(i)$ of this clause.			

[Offeror to identify the applicable paragraphs at (b) through (k) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

### E-12 OFFEROR'S CHECKLIST

Offeror's Name:

		Failure to provide the following information may render the Offer unacceptable.	
		Total Helicopter Flight Hours (past 36-months):	
Yes	No	Have you reviewed and completed all of Section E-1 through E-12?	
Yes	No	Have you completed E-4 Safety and Training Questionnaire	
Yes	No	Have you completed E-5 Synopsis of Safety Program and included it in your proposal	
Yes	No	Does your aircraft meet all the required specifications of the solicitation?	
Yes	No	Are pilots qualified per Section C-12 paragraph D?	
Yes	No	Have you enclosed a current weight and balance for each aircraft offered?	
Yes	Noí	Have you provided a current aircraft equipment list for each aircraft offered?	
Yes	No	Have you enclosed a completed Interagency Helicopter Load Calculation (Exhibit 13) for each aircraft offered using the required specifications of the solicitation? (See Clause B-5, Aircraft Performance Specifications)	
Yes	No	Have you completed all the required information in Section B "Schedule of Items?"	
Yes	No	Have you enclosed copies of:  1. 14 CFR Part 135 Operating Certificate and current 14 CFR Part 135 Operations Specifications (Sections A, B, C, D, and E as applicable). Each aircraft offered should be listed in Section D of the Operations Specification (as applicable).  2. Current 14 CFR Part 133 Operating Certificate and current FAA letter of authority for aircraft designated to operate under the 14 CFR Part 133 Operating Certificate.  3. 14 CFR Part 137 Operating Certificate and current FAA Form 8710-3 that lists all the pilots authorized to operate under the 14 CFR Part 137 Operating Certificate.  4. Current list of company key management personnel (i.e. President, Directors of Operations and Maintenance, Chief Pilot).  5. Basic Flight Manual HIGE, HOGE Performance Charts, Flight Manual Supplement HIGE, HOGE Performance Charts, or Supplemental Type Certificate (STC) HIGE, HOGE Performance Data will be provided under this solicitation for evaluation of the helicopters' performance and used to compute the Interagency Helicopter Load Calculation for this solicitation.	
Yes	No	Have you enclosed a list of all government and commercial contracts your company has performed in the past 36-months? (See E-5).	
Yes	No	Does your offer set forth full, accurate, and complete information as required by this solicitation including Exhibits and acknowledgement of any amendments that were issued?	
Yes	No	Have you rechecked your figures, including calculations	
Yes	No	Have you completed and assured that all required documents have been submitted?	
Yes	No	Have you completed the annual representations and certifications via the Online Representations and Certifications Application (ORCA) web site at <a href="http://orca.bpn.gov">http://orca.bpn.gov</a> ?	