OFFEROR'S COPY

(Ref. 48 CFR 1)

Issuing Office:	This solicitation can be downloaded from the following Internet site: **www.fedbizopps.gov**
Offers Are Solicited For:	
Type III Exclusive Use Helicopters	
Solicitation No: **Issued Date:** REVISED 12/15/2005	

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 E, Instructions to Offer - 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 Questionnaire? (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 the annual representations and certifications via the Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov ?
- Have you completed, signed, and enclosed all required documents?

Offerors may call for information about this solicitation at or at for technical questions about the specifications in this solicitation.

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EXHIBITS

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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS *OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30*			1. REQUISITION NO.	PAGE 1 OF
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NO. RFP	6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL	a. NAME		b. TELEPHONE NO. *(No collect calls)*	8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY	CODE	10. THIS ACQUISITION ☐ UNRESTRICTED ☐ SET ASIDE: % FOR ☐ SMALL BUSINESS ☐ HUBZONE ☐ 8(A) NAICS: 481212 SIZE STD: 1500	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE	12. DISCOUNT TERMS
			☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
			13b. RATING	
			14. METHOD OF SOLICITATION ☐ RFQ ☐ IFB ☐ RFP	

15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE

17a. CONTRACTOR/CO OFFEROR	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE
TELEPHONE NO. FACSIMILE NO. DUNS NO.		USDA Forest Service Albuquerque Service Center Incident Business – Contracts 101B Sun Ave. NE Albuquerque, NM 87109	
☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SECTION B (ATTACHED)				
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*	

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED. (***See www.arnet.gov for FAR Clauses in full text)***

28. ☒ CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	29. ☐ AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*	
30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*	31c. DATE SIGNED

SECTION B
SUPPLIES OR SERVICES AND PRICES

(Note to CO: Section B can be tailored to fit geographical need. Use this Schedule of Items for the Base Year using the Economic Price Adjustment Clause for Option Periods).

B-1 Schedule of Items

One Type III helicopter fully operated, meeting the requirements of this Schedule and the specifications for operation at the designated base, and during the periods shown below:

B-2 Designated Base(S)

Name _____ National Forest _____
Location _____
SPECIAL DIRECTIONS (nearest town, etc.)
_____
_____

Inspection Location (If Other Than Designated Base)

Name _____ National Forest _____
Location _____
SPECIAL DIRECTIONS (nearest town, etc.)
_____
_____

B-3 Mandatory Availability Period And Net Days:

Mandatory Availability Period: _____**Calendar Days**

Insert period i.e. June 16 through September 10

B-4 Maximum Complement Of Crew Personnel (see B-11)

B-5 Seating Capacity

Seating Capacity For a Minimum of 4 Passengers
Seating Capacity For a Maximum 8 Passengers

B-6 Aircraft Performance Specifications (Minimum)

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

- 200 pounds for each required crew member
- 1½ hours of fuel (includes reserve). Use 7-lbs per gallon to compute weight of Jet A.
- 5,000 feet PA
- 30°C
- 380 lbs (jettisonable payload)

Load Calculation

Aircraft performance capabilities shall be documented by using 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.

Only approved Basic Flight Manual HIGE/HOGE Performance Charts, Flight Manual Supplement HIGE/HOGE Performance Charts, or Supplemental Type Certificate (STC) HIGE/HOGE Performance Data

SECTION B
SUPPLIES OR SERVICES AND PRICES

approved for the offered aircraft, by serial and registration numbers, shall be used to compute the Interagency Helicopter Load Calculation during the Contract period.

[ ] Type III helicopters submitted under this solicitation must be certified in accordance with 14 CFR FAR Part 27, Paragraph 27, 143 Airworthiness Standards Normal Category Rotorcraft, paragraph 27.143, Controllability and Maneuverability, paragraph (c) 1 thru 4, with a demonstrated hovering controllability and maneuverability with 17 knot winds from any direction.

[ ] 14 CFR Part 135 Operation Specifications and CFR 14 Part 133 approval for left seat operation, passenger and external load. Note: Applicable only if operator intends to operate helicopter from left seat.

B-7 Contracted Helicopter Equipped Weight

Equipped Weight = _____lbs

Helicopter(s) awarded contract(s) under this solicitation shall remain at or below contracted helicopter equipped weight and will be allowed plus 1% above the awarded contracted helicopter equipped weight during the contract period. The aircraft's equipped weight is determined using weight and balance data which was determined by actual weighing of the aircraft within 24-calendar months preceding the starting date of the contract and following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft. If the government requires additional equipment after contract award no penalty will be assessed.

B-8 Approved HOGE Performance Data

HOGE = _____

Note: Only approved Basic Flight Manual HOGE Performance Charts, Flight Manual Supplement HOGE Performance Charts, or Supplement Type Certificate (STC) HOGE Performance Data approved for the aircraft by serial number shall be used to compute the Interagency Helicopter Load Calculation during the contract period.

B-9 Engine Requirements (Shown by an X in the Block)

[ ] Single turbine engine

[ ] Twin turbine engine

B-10 Aircraft

Make: _____
Model: _____
Series: _____
N Number: _____

SECTION B
SUPPLIES OR SERVICES AND PRICES

B-11 Pilot

and

[ ] With Relief Pilot(s) [ ] Without Relief Pilot(s)

[ ] SIX-DAY COVERAGE (SEE BELOW CHART)
[ ] SEVEN-DAY COVERAGE [ ] A. [ ] B. OR [ ] C. BELOW

COVERAGE	FUEL SERVICING VEHICLE DRIVER	MECHANIC
6-Day	6-Day Coverage No Relief Required	3-Hour Call-up (Section B-4)
7-Day A.	FSVD Required Relief FSVD Required	3-Hour Call-up
B.	FSVD Required Relief FSVD Required	Full Time Mechanic Required at Designated Base/Alternate Base (May serve as FSVD) Relief Mechanic – 3-Hour Call-up
C.	FSVD Required Mechanic can Serve as Relief FSVD	Mechanic Required at Designated Base/Alternate Base Relief Mechanic – 3-Hour Call-up

B-12 Standby Hours Per Day

9 Hours Standby per day

B-13 Extended Standby Hourly Rate

$39.00 per hour

B-14 Daily Availability Offer Rate

SERVICES	QUANTITY	UNIT PRICE	TOTAL
Daily Availability	**Insert #of days**	**$**	**$**
Specified Hourly Flight Rate	**Estimated * Xxxx hours**	**See Exhibit 12**	**N/A**
Optional Use Rate**	**N/A**	**$**	**N/A**

***Estimated number of flight hours is for estimation use only, the Government does not guarantee any flight hours under this contract. The following are the hours flown during the past 5 years**

YEAR	*HOURS FLOWN*
2000	*Xxxxx*
2001	*Xxxxx*
2002	*Xxxxx*
2003	*Xxxxx*
2004	*Xxxxx*
Average	*Xxxxx*

****Optional Use Rate will not be used in the evaluation of quotes.**

The Offeror warrants that the price(s) offered do not include any contingency amount for price adjustments provided in the Economic Price Adjustment Clause.

SECTION B
SUPPLIES OR SERVICES AND PRICES

B-15 Contractor Furnished Special Equipment Requirements *(Note: CO check those that apply)*

[ ] Rappel Capability (Exhibit 17)
[ ] Litter Kit with Litter(s)
[ ] Wire Cutters (Exhibit 5)
[ ] FAA Overwater Kit (in accordance with 14 CFR Part 91.33 Par b (11))
[ ] Fixed Suppressant/Retardant Delivery Tank (Exhibit 5)
[ ] Fixed Suppressant/Retardant Tank with Self-Filling Capability (Exhibit 5)

NOTE: Tank must be manufactured with an opening that allows access to the cargo hook when the tank is attached; or if cargo hook is not accessible with the tank attached, tank must have a maximum five-minute disconnect capability.

[ ] Suppressant/Retardant Mixing Equipment (Exhibit 5)
[ ] Variable Capacity Collapsible Bucket (Capable of being transported in cabin or baggage compartment or external basket)
[ ] Additional Variable Capacity Collapsible Bucket (Capable of being transported in cabin or baggage compartment or external basket)
[ ] Digital P25 VHF-FM (FM-1) Transceiver in lieu of Analog VHF-FM (FM-1) Transceiver (Only transceivers specified in Section C-8.A.3.g are acceptable)
[ ] Additional VHF-FM (FM-2) Transceiver (In accordance with requirements for a VHF-FM Transceiver in Section C.)
[ ] AFT Cabin audio control system (Use Exhibit 17 for third audio control system specifications)
[ ] External PA
[ ] VHF Navigation receiver with indicator (VOR)
[ ] GPS Data connector (Exhibit 7)
[ ] Additional GPS Antenna (Exhibit 7)
[ ] Interphone – All passenger positions
[ ] Additional 760 Channel VHF-AM Radio
[ ] VHF-FM Portable Radio (for fuel servicing vehicle driver)
[ ] Fuel Servicing Vehicle Radio (Exhibit 7)
[ ] Automatic engine re-ignition system
[ ] Engine air intake filtration system
[ ] Closed circuit fueling system (See Exhibit 8)
[ ] Kit for disposal of fuel during start-up/shut down; i.e., EPA Bell Kit
[ ] Wiring to accommodate Government-Furnished carousel
[ ] Remote cargo hook for long-line (Exhibit 5)
[ ] Contractor-furnished long-line
[ ] Long-line (vertical reference) qualified pilot
[ ] Certification for left seat long-line
[ ] Other – Additional Special Requirements
[ ]_____
[ ]_____

B-16 Additional Information

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

SECTION B
SUPPLIES OR SERVICES AND PRICES

(Note to CO: Use this Schedule of Items sample when requiring quotes for the Base Year plus two Option Periods)

B-1 Schedule of Items

One Type III helicopter fully operated, meeting the requirements of this Schedule and the specifications for operation at the designated base, and during the periods shown below:

B-2 Designated Base(s)

Name _____ National Forest _____
Location _____
SPECIAL DIRECTIONS (nearest town, etc.)
_____
_____

Inspection Location (If Other Than Designated Base)

Name _____ National Forest _____
Location _____
SPECIAL DIRECTIONS (nearest town, etc.)
_____
_____

B-3 Mandatory Availability Period and Net Days:

Mandatory Availability Period: _____**Calendar Days**

Insert period i.e. June 16 through September 10

B-4 Maximum Complement of Crew Personnel (See B-11)

B-5 Seating Capacity

Seating Capacity a minimum of 4 Passengers
Seating Capacity a maximum of 8 Passengers

B-6 Aircraft Performance Specifications (Minimum)

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

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) from the approved Rotorcraft Flight Manual. No download needs to be applied for external (jettisonable) loads for solicitation evaluation.

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

- 200 pounds for each required crew member
- 1½ hours of fuel (includes reserve)
- Fuel consumption shall be calculated using current (Exhibit 12, Hourly Flight Rates, Fuel Consumption, and Weight Reduction Chart) for the power plant installed in aircraft. (Jet Fuel = 7 lbs per gallon).
- 5,000 feet PA
- 30°C
- 380 lbs (jettisonable payload)

SECTION B
SUPPLIES OR SERVICES AND PRICES

[ ] Type III Helicopters submitted under this solicitation must be certified in accordance with 14 CFR FAR Part 27, Paragraph 27, 143 Airworthiness Standards Normal Category Rotorcraft, paragraph 27.143, Controllability and Maneuverability, paragraph (c) 1 thru 4, with a demonstrated hovering controllability and maneuverability with 17 knots winds from any direction.

[14 CFR Part 135 Operation Specifications and CFR 14 Part 133 approval for left seat operation, passenger and external load. Note: Applicable only if operator intends to operate helicopter from left seat.

B-7 Contracted Helicopter Equipped Weight

Equipped Weight = _____ lbs

Helicopter(s) awarded contract(s) under this solicitation shall remain at or below contracted helicopter equipped weight and will be allowed plus 1% above the awarded contracted helicopter equipped weight during the contract period. The aircraft's equipped weight is determined using weight and balance data which was determined by actual weighing of the aircraft within 24-calendar months preceding the starting date of the contract and following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft. If the government requires additional equipment after contract award no penalty will be assessed.

B-8 Approved HOGE Performance Data

HOGE = _____

Note: Only approved Basic Flight Manual HOGE Performance Charts, Flight Manual Supplement HOGE Performance Charts, or Supplement Type Certificate (STC) HOGE Performance Data approved for the aircraft by serial number shall be used to compute the Interagency Helicopter Load Calculation during the contract period.

B-9 Engine Requirements (Shown by an X in the Block)

[ ] Single turbine engine
[ ] Twin turbine engine

B-10 Aircraft

Make: _____
Model: _____
Series: _____
N Number: _____

SECTION B
SUPPLIES OR SERVICES AND PRICES

B-11 Pilot

and

[ ] With Relief Pilot(s) [ ] Without Relief Pilot(s)

[ ] SIX-DAY COVERAGE (SEE BELOW CHART)
[ ] SEVEN-DAY COVERAGE [ ] A. [ ] B OR [ ] C. BELOW

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

B-12 Standby Hours Per Day

9 Hours Standby per day

B-13 Extended Standby Hourly Rate

$39.00 per hour

SECTION B
SUPPLIES OR SERVICES AND PRICES

B-14 Daily Availability Offer Rate

SERVICES	*QUANTITY*	*UNIT PRICE*	*TOTAL*	*YEAR*
Daily Availability Base Year 2005	**DAYS**	**$ _____**	**$ _____**	***BASE 2006***
Daily Availability Option Year 1 2006	**DAYS**	**$ _____**	**$ _____**	***Option 1 2007***
Daily Availability Option Year 2 2007	**DAYS**	**$ _____**	**$ _____**	***Option 2 2008***
Specified Hourly Flight Rate	**Estimated * xxxxx Hours**	**See Exhibit 12**	**N/A**	
Optional Use Rate Base Year 2005**	**N/A**	**$ _____**	**N/A**	***BASE 2006***
Optional Use Rate Option Year 1 2006**	**N/A**	**$ _____**	**N/A**	***Option 1 2007***
Optional Use Rate Option Year 2 2007**	**N/A**	**$ _____**	**N/A**	***Option 2 2008***

***Estimated number of flight hours is for estimation use only, the Government does not guarantee any flight hours under this contract. The following are the hours flown during the past 5 years**

YEAR	*HOURS FLOWN*
2000	*xxxxx*
2001	*xxxxx*
2002	*xxxxx*
2003	*xxxxx*
2004	*xxxxx*
Average	*xxxxx*

****Optional Use Rate will not be used in the evaluation of quotes.**

SECTION B
SUPPLIES OR SERVICES AND PRICES

B-15 Contractor Furnished Special Equipment Requirements *(Note: CO check those that apply)*

[ ] Rappel Capability (Exhibit 17)
[ ] Litter Kit with Litter(s)
[ ] Wire Cutters (Exhibit 5)
[ ] FAA Overwater Kit (in accordance with 14 CFR Part 91.33 Par b (11))
[ ] Fixed Suppressant/Retardant Delivery Tank (Exhibit 5)
[ ] Fixed Suppressant/Retardant Tank with Self-Filling Capability (Exhibit 5)

NOTE: Tank must be manufactured with an opening that allows access to the cargo hook when the tank is attached; or if cargo hook is not accessible with the tank attached, tank must have a maximum five-minute disconnect capability.

[ ] Suppressant/Retardant Mixing Equipment (Exhibit 5)
[ ] Variable Capacity Collapsible Bucket (Capable of being transported in cabin or baggage compartment or external basket)
[ ] Additional Variable Capacity Collapsible Bucket (Capable of being transported in cabin or baggage compartment or external basket)
[ ] Digital P25 VHF-FM (FM-1) Transceiver in lieu of Analog VHF-FM (FM-1) Transceiver (Only transceivers specified in Section C-8.A.3.g are acceptable)
[ ] Additional VHF-FM (FM-2) Transceiver (In accordance with requirements for a VHF-FM Transceiver in Section C.)
[ ] AFT Cabin audio control system (Use Exhibit 17 for third audio control system specifications)
[ ] External PA
[ ] VHF Navigation receiver with indicator (VOR)
[ ] GPS Data connector (Exhibit 7)
[ ] Additional GPS Antenna (Exhibit 7)
[ ] Interphone – All passenger positions
[ ] Additional 760 Channel VHF-AM Radio
[ ] VHF-FM Portable Radio (for fuel servicing vehicle driver)
[ ] Fuel Servicing Vehicle Radio (Exhibit 7)
[ ] Automatic engine re-ignition system
[ ] Engine air intake filtration system
[ ] Closed circuit fueling system (See Exhibit 8)
[ ] Kit for disposal of fuel during start-up/shut down; i.e., EPA Bell Kit
[ ] Wiring to accommodate Government-Furnished carousel
[ ] Remote cargo hook for long-line (Exhibit 5)
[ ] Contractor-furnished long-line
[ ] Long-line (vertical reference) qualified pilot
[ ] Certification for left seat long-line
[ ] Other – Additional Special Requirements
[ ]_____
[ ]_____

B-16 Additional Information

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

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

C-1 Scope of Contract

A. The intent of this solicitation and any resultant Contract is to obtain services of Type III Helicopters fully operated by qualified personnel and equipped to meet specifications for use in administration and protection of Public Lands. During the Mandatory Availability Period and any extensions thereof, the aircraft will be made available for the exclusive use of the Government.

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

C. 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.

D. When operating in Alaska, see Exhibit 3, Alaska Supplement, for additional requirements.

E. The Government may designate alternate bases for temporary operation.

F. The Contracting Officer may, with the Contractor's agreement, release the Contractor from the contract for short periods of time to perform outside work such as search and rescue for other Federal, State, or local agencies or private parties. During the period of such release, the Forest Service is not responsible for any payment or liability.

C-2 Certifications

General

1. 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. If an operator has a 135 certificate the aircraft will be maintained in accordance with their FAA approved maintenance program. 14 CFR Part 133 and 137 aircraft will be maintained in accordance with the type certificates and applicable supplemental type certificates (STC).

3. When ordered by the Government, helicopter(s) shall carry its fully rated capacity of passengers and/or cargo allowable as determined by the Interagency Helicopter Load Calculation method irrespective of the minimum requirements stated in the Schedule of Items. Load calculations shall be computed and completed by the pilot using Form FS 5700-17/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 Standard Category aircraft for passenger transport.

C-3 Government Furnished Property

A. If Government Furnished Property (GFP) is provided; the Contractor shall be required to sign a property receipt document. Upon Government request, GFP shall be returned to the Government in accordance with GFP (Short Form) FAR Clause 52.245-4 (APR 1984).

B. The Government will deliver the following items to the Contractor upon arrival at the Designated Base.

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

2. Personal fire shelter, as applicable.

C-4 Aircraft Requirements

A. General

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

2. All required documents needed to verify the data in Form FS-5700-21a or OAS 36b; Helicopter Data Record (including airframe logs, engine logs, compliance with mandatory manufacturer's bulletins, FAA AD's compliance, and aircraft status record, etc.) shall be made available to FS or DOI inspector(s).

3. Unless authorized by an approved Minimum Equipment List (MEL), aircraft shall not be approved or used if any accessory or instrument listed on the aircraft type certificate data sheet is inoperative.

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

B. Condition of Equipment

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

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

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

C. Center of Gravity

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

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

3. If the equipped weight of the aircraft, as noted by registration number in Section B, Schedule of Items changes, the Contractor shall notify the CO of the change and submit a new weight and balance as required by the Contract.

D. General Equipment

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

1. A copy of the Awarded Contract and modification(s) shall remain in the helicopter during the Contract period(s).

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

3. Free air temperature gauge.

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

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

6. Survival Kit Aeronautical (Exhibit 2, Survival Kit Aeronautical, Lower 48)

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

7. Additional Suppression/Prescribed Fire Equipment (Exhibit 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. (Effective 01/01/06).

11. One digital flight hour meter (Hobbs) installed in a location observable by the pilot and front seat observer while seated. The meter shall be wired in series with a switch on the collective control, and a switch activated by engine or transmission oil pressure or equivalent system, to record flight time (in hours and tenths of hours) only.

12. External load operations from other than the manufacturers designated pilot station are allowed only with approved operations specifications, applicable STCs, and appropriate designation on the aircraft Interagency Data Card. The pilot shall occupy the manufacturer's designated pilot station unless authorized by an STC to conduct external load operations from the left seat.

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

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

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

20. Cargo Hook

    a. One cargo hook that may be loaded and locked in a single motion with one hand, and is rated at the maximum lifting capacity of the aircraft.

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

21. Variable capacity collapsible bucket(s) (For solicitations requiring 1 bucket)

    a. One (1) collapsible, variable capacity water/retardant buckets shall be furnished under this Contract.

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

c. Environmental operating conditions may dictate the need for more than one size bucket.

d. Helicopters equipped with electronic helicopter hook load measuring system (load cells) that provide a cockpit readout of the actual external load and a bucket that is equipped with a gating system that allows part of the load to be dispensed while retaining the remainder of the load are approved.

e. Capacity of each position or adjustment level shall be marked on the bucket. Collapsible buckets with cinch straps shall only be adjusted to the marked graduations (i.e., 90%, 80%, 70%). Attempts to establish intermediate graduations or capacities below the manufacturer's minimum graduation (by tying knots, etc.) is prohibited.

f. An Operations Manual for the type bucket(s) provided will be carried aboard the aircraft.

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

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

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

21. Variable capacity collapsible bucket(s) (For solicitations requiring 2 buckets)

a. Two collapsible, variable capacity water/retardant buckets shall be furnished under this Contract.

b. The first collapsible water/retardant bucket, at 100 percent at manufactures rated capacity (+/ -5%), shall be commensurate with the maximum OGE lifting capability of the helicopter at 5000 PA and 30 degrees C with a 200 pound pilot and 1 1/2 hours of total fuel. The bucket shall be capable of being operated with all increments of the long-line. No partial dips allowed.

c. A second collapsible water/retardant bucket adjusted to 100% capacity shall not be greater than the minimum adjusted capacity of the primary bucket identified above. The bucket shall be capable of being operated with all increments of the long-line. No partial dips allowed.

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

e. Capacity of each position or adjustment level shall be marked on the bucket. Collapsible buckets with cinch straps shall only be adjusted to the marked graduations (i.e., 90%, 80%, 70%). Attempts to establish intermediate graduations or capacities below the manufacturer's minimum graduation (by tying knots, etc.) is prohibited.

f. An Operations Manual for the type bucket(s) offered will be carried aboard the aircraft.

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

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

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

22. The bucket gate open/close switch(es) shall be clearly marked for "open" and "closed," spring-loaded to the "OFF" position, and mounted on the collective pitch lever to avoid confusion with the cargo hook release. The switch shall be of a different design and shall be mounted in such a way as to not easily be confused with the RPM Control (Beep) switch.

23. An auxiliary power connector (MS3112E12-3S) protected by a 5-amp circuit breaker connected to the avionics or main aircraft power buss shall be permanently mounted in a location convenient to the passenger compartment. Pin A shall be +24 VDC in 24-volt aircraft; Pin B shall be aircraft ground. Pin C shall be + 12 volts VDC in 12 volt aircraft. Never apply power to both Pin A and Pin C simultaneously.

24. Fuel Servicing Vehicle (Exhibit 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.

28. Internal baggage compartment/external cargo 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 racks with tie-down nets, straps, or bungees may be provided in lieu of baggage compartments, which cannot be modified to accept fire tools. Cargo racks shall be at least 4-inches deep. These devices shall be simple in function and have the capacity of being installed quickly.

C-5 Aircraft Maintenance

A. General

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

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

3. Compliance with mandatory manufacturers' bulletins, FAA ADs, and the correction of maintenance deficiencies shall be accomplished prior to the start and during the period of Contract performance.

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

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

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

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

8. The Contractor shall immediately notify the CO of any change of an engine, power train, control, or major airframe component and circumstances inducing the change.

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

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

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

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12. 100–Hour Maintenance Inspection. If at the beginning of the Mandatory Availability Period there are 50 or more hours remaining prior to a 100-hour inspection, that and subsequent 100-hour or, equivalent portion of phase inspections, may be performed without loss of availability, subject to the following limitations:

    a. Aircraft may be released for performing maintenance at the end of the required standby during a duty day, if needed, until 1200 hours the following day without assessment of unavailability. The flight crew shall be available by the beginning of the scheduled duty day, or when the aircraft is ready for service.

    b. Inspections shall be performed in either

        (a) Maintenance facility,
        (b) Designated or alternate base, or
        (c) Best Field conditions available.

    c. Contractor shall notify the Contracting Officer at least 16 flight hours prior to initiation of the 100-hour inspection.

    d. When the aircraft is available for service, it is the Contractor's responsibility to insure that the flight crew is also available.

    e. If the aircraft and/or flight crew are not available by 1200 hours, or when aircraft is returned to service, unavailability will be assessed from that time until such time that they do become available.

    f. When less than 50 hours remain before the initial 100-hour inspection, the first inspection shall be performed before or after the daily standby, or as approved by the Contracting Officer.

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

14. All weighing of aircraft shall be performed on scales that have been certified as accurate within the preceding 24-months. The certifying agency may be any accredited weights and measures laboratory.

15. Helicopter Contracted Equipped weight shall not exceed 1% above the awarded Contracted Equipped Weight during the Contract period, unless the Government requires additional equipment after award. Aircraft that fail to meet helicopter Contracted Equipped Weight minimums, including the plus 1% allowance, shall be unavailable under the terms of this Contract. Aircraft may be re-inspected in accordance with the "Re-inspection Expense" provisions.

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

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

B. Turbine Engine Power Assurance Checks

1. A power assurance check shall be accomplished on the first day of operation, and thereafter within each 10-hour interval of contracted flight operation unless prohibited by environmental conditions (i.e. weather, smoke). The power assurance check shall be accomplished by the contractor in accordance with the Rotorcraft Flight Manual or approved company performance monitoring program. A current record of the power assurance checks will be maintained with the aircraft under this Contract and any renewal periods.

2. Helicopters with power output below the minimum published performance charts shall be removed from service. The below-minimum power condition shall be corrected before return to service and contract availability.

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C. Maintenance Flights

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

C-6 Aircraft and Equipment Security

A. The security of Contractor provided aircraft and equipment is the responsibility of the Contractor.

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

C. Examples of Unacceptable disabling systems are:

1. Locked door/windows; and/or

2. Fenced parking areas.

C-7 Avionics Requirements

A. A complete set of schematic and wiring diagrams, covering all installed avionics systems, shall be carried aboard each aircraft or the aircraft's dedicated service vehicle.

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

C. The following required avionics systems shall be furnished, installed, and maintained by the Contractor in accordance with the manufacturer's specifications and the installation and maintenance standards.

C-8 Contractor Furnished Avionics Systems

A. Communications Systems

1. Emergency Locator Transmitters

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

2. VHF-AM Transceivers

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

3. VHF-FM Transceivers

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

b. Carrier output power shall be 10-watts nominal. The transceiver shall be capable of displaying receiver and transmitter operating frequency. Transceivers shall provide both receiver and transmitter activation indicators for MAIN and GUARD. Simultaneous monitoring of both MAIN and GUARD (168.6250 MHz) is required. Scanning of GUARD is not acceptable.

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

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

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

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

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

On January 1, 2010, only multimode (P25) digital aeronautical VHF-FM transceivers will be acceptable.

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

Technisonic Industries	TDFM-136

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

4. Provisions for AUX-FM Portable Radios

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

b. One weatherproof, external, broadband antenna (Comant type CI-177 or equal) covering the 150-174 MHz band, with associated RG-58A/U (or equivalent) coaxial cable and connector, terminated in a bulkhead-mounted, female BNC connector adjacent to the above 10-pin connector.

c. Mounting facilities, in accordance with the specifications of FAA AC 43.13-2A, for secure installation of the auxiliary VHF-FM portable radio in the cockpit shall be provided (Field Support Services (www.helifire.com) AUX-EPH-RB or equivalent). The location of the mounting facilities shall be such that, when connected with an 18-inch adapter cable, allows the co-pilot/observer full and unrestricted movement of the radio's controls.

d. Positive-polarity microphone excitation voltage shall be provided to the AUX-FM system from the aircraft DC power system through a suitable resistor network. A blocking capacitor shall be provided to prevent the portable radio microphone excitation voltage from entering the system. Sidetone for the AUX-FM shall also be provided (NAT AA34, Premier PA-34, or equivalent).

e. In lieu of the above AUX-FM requirements, the Contractor may substitute one aeronautical VHF-FM transceiver (FM-2) which meets the same requirements as FM-1 unless the second aeronautical VHF-FM radio transceiver (FM-2) is specifically required. When two aeronautical VHF-FM radio transceivers are required, the AUX-FM is also required.

5. Automated Flight Following

a. One Automated Flight Following (AFF) system compatible with the governments AFF tracking network (Webtracker). Not all available AFF systems are compatible with Webtracker nor meet Webtracker's requirements. The contractor shall ensure that the AFF system offered is compatible with Webtracker. To view Webtracker's current compatibility requirements and a list of previously successful AFF equipment manufacturers, refer to https://www.aff.gov.

b. The AFF system shall be powered by the aircraft's electrical system, installed per the manufacturer's installation manual, and operational in all phases of flight. AFF equipment shall utilize as a minimum: Satellite communications, an externally mounted antenna, provide data to the Government's Webtracker software, use aircraft power via a dedicated circuit breaker for power protection, and be mounted so as to not endanger any occupant from AFF equipment during periods of turbulence. Any AFF manufacturer required pilot display(s) or control(s) shall be visible/selectable by the pilot(s). Remote equipment having visual indicators should be mounted in such a manner as to allow visual indicators to be easily visible.

c. AFF communications shall be fully operational in the lower 48 states. Contractors accepting dispatches to the State of Alaska, Southern Canada, or Western Canada must have an AFF system capable of being tracked in these locations at all times. Not all manufacturers' AFF equipment communication links will operate effectively in all geographic areas.

d. The contractor shall maintain a subscription service through the AFF equipment provider allowing AFF position reporting for satellite tracking via Webtracker. The position-reporting interval shall be every two minutes while the aircraft is in flight. The contractor shall register their AFF equipment with the Boise Help Desk providing: Complete tail number, manufacturer and serial number of the AFF transceiver; aircraft make and model; and Contractor contact information. If the Contractor relocates previously registered AFF equipment into another aircraft, then the Contractor shall contact the Boise Help Desk making the appropriate changes prior to aircraft use. In all cases, the contractor shall ensure that the correct aircraft information is indicated within Webtracker. The Contractor shall contact the Boise Help Desk of system changes, scheduled maintenance, and planned service outages.

e. Registration contact information, a web accessible feedback form, and additional information is available at: https://www.aff.gov. The Boise Help Desk can be reached at (800) 253-5559 or (208) 387-5290.

f. Prior to the aircraft's annual Contract inspection, the Contractor shall ensure compliance with all AFF systems requirements. The Contractor shall additionally perform an operational check of the system. As a minimum, the operational check shall consist of confirming the aircraft being tested is displayed in Webtracker (indicating it is currently transmitting data to Webtracker) and that all information displayed in Webtracker is current. A username and password is required to access Webtracker. Log on to the AFF website at https://www.aff.gov to request a username and password, or contact the Boise help desk. When the aircraft passes the operational check, an aircraft log book entry shall be made.

g. This clause incorporates Specification Section Supplement available at: https://www.aff.gov/contractspecs with the same force and effect as if they were presented as full text herein.

B. Navigation Systems

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

C. Transponder/Altitude Encoders

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

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

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

SECTION C
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E. Audio Control Systems

General

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

F. Transmitter Selection and Operation

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

G. Receiver Selection and Operation

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

H. Radios and Systems

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

I. Earphones and Microphones

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

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

J. Push-to-Talk Systems

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

K. Intercommunications Systems (ICS)

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

C-9 Avionics Installation and Maintenance Standards

A. All avionics systems used in or on the aircraft for this contract and their installation and maintenance shall comply with all manufacturers’ specifications and applicable 14 CFR requirements.

B. Strict adherence to the recommendations in FAA AC 43.13-1B Chapter 11, "Aircraft Electrical Systems", and Chapter 12, "Aircraft Avionics Systems", as well as AC 43.13-2A Chapter 1, "Structural Data", Chapter 2, "Radio Installation", and Chapter 3, "Antenna Installation", is required.

C. All avionics systems requiring an antenna shall be installed with a properly matched aircraft-certified, broadband antenna unless otherwise specified.

D. Antennas shall be polarized as required by the avionics system and have a Voltage Standing Wave Ratio (VSWR) less than 2.5 to 1.

E. Labeling and marking of all avionics controls and equipment shall be clear, understandable, legible, and permanent. Electronic label maker marking is acceptable.

F. Avionics equipment mounting location and installation shall not interfere with passenger safety, space, and comfort. Avionics equipment will not be mounted under seats designed for energy attenuation. In all instances, the designated areas for collapse shall be protected.

C-10 Operations

A. General

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

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

B. Pilot Authority and Responsibilities

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

2. The pilot is responsible for computing the weight and balance for all flights and for assuring that the gross weight and center of gravity do not exceed the aircraft's limitations. Pilots shall be responsible for the proper loading and securing of all cargo. Load calculations shall be computed and completed by the pilot. (Exhibit 13, Interagency Helicopter Load Calculation)

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

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

5. Pilot will use an approved 14 CFR 135/121 or appropriate 133 or 137 cockpit checklist for all flight operations.

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

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

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

9. Passenger Briefing

Before each takeoff, the PIC shall ensure that all passengers have been briefed in accordance with the briefing items contained in 14 CFR 135 including (as applicable):

a. Use of seat belts and/or shoulder harness

b. Ingress/Egress procedures

c. Emergency Locator Transmitter (ELT)

d. Oxygen system

e. No smoking within 50-feet of the aircraft

f. First Aid Kit

g Survival Kit

h. Personal Protective Equipment

i. Location of Fire Extinguisher

10. Flight Plans

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

11. Flight Following

Pilots are responsible for flight following with the FAA, ICAO, or in accordance with FS or DOI-Bureau approved flight following procedures.

12. Manifesting

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

13. Fuel Reserve

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

C. IFR/Night Flight

Requires agency approval.

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

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

E. Bucket Operations

The following procedure shall be used for all bucket operations:

1. Determine allowable payload using the Interagency Helicopter Load Calculation, appropriate HOGE helicopter performance charts, and current local temperature and pressure altitude. Partial dips for performance planning purposes are not authorized.

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

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

4. The calculation of the actual bucket payload shall be documented on the Interagency Helicopter Load Calculation Form. Use 8.3 pounds per gallon for water. When mixed fire retardant is being delivered by bucket, use the actual weight per gallon of the mixed retardant. The weight of the empty bucket and any associated suspension hardware (lines, cables, connectors, etc.) shall be included when calculating the actual payload.

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

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

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

F. Dual Controls

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

G. Exemption for Transportation of Hazardous Material (HazMat)

1. Helicopters may be required to carry hazardous materials. Such transportation shall be in accordance with DOT Exemption and the DOI or FS Aviation Transport of Hazardous Materials Handbook/Guide (NFES 1068). A copy of the current exemption and handbook/guide and emergency response guide shall be aboard each aircraft operating under the provisions of this exemption.

2. It is the Contractor's responsibility to ensure that Contractor employees who may perform a function subject to this exemption receives training on the requirements and conditions of this exemption handbook/guide. Documentation of this training shall be retained by the company in the employee's records and made available to the Government as required.

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

4. It is the responsibility of the Contractor to ensure that Contractor employees have received training in the handling of hazardous materials in accordance with 49 CFR 172.

5. Interagency "Aviation Transport of Hazardous Materials Handbook/Guide" (NFES 1068) available by accessing the following web site--http://www.oas.gov.

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 cleanup 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.

C-12 Personnel

A. General

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

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B. Pilot Approvals and Qualifications and Background Investigation

1. Interagency Pilot Inspectors will verify that Contractor pilots meet the experience and qualification requirements under this 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 OAS-64) prior to evaluation. When approved, each pilot will be issued an Interagency Helicopter Pilot Qualification Card documenting make, model and series of aircraft approved to operate and the missions each pilot is approved to perform.

4. Upon award the successful bidder will furnish and immediately submit a completed form Standard Form (SF) 85P for all pilots operating under this contract. Instructions for submittal can be accessed via the web site. The SF 85P - Questionnaire for Public Trust Positions and instructions can be found at http://www.usda.gov/da/pdsd/web-PESE.htm. Costs incurred by the Government associated with the background check will be deducted from the first payment for services for **all pilots** investigated.

   Contractor Pilots must receive a favorably adjudicated Minimum Background Investigations (MBI) in order to continue operating under this contract. Contract pilots will be permitted to operate aircraft under the initial contract period while the initial background investigation is being conducted. If a pilot fails to meet this requirement that pilot shall be removed from the contract and must be replaced.

C. Pilot Requirements - General

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

2. Written evidence of 14 CFR 135 Airman Competency Proficiency Check (FAA Form 8410-3 or equivalent).

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

4. Written evidence of qualification to transport external loads.

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

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

7. Proof of qualifications to meet 14 CFR 137.53 for congested areas.

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

9. Pilots may function as mechanics providing:

   a. The pilot meets all the Mechanic Qualifications of this Contract.

   b. Pilot duty limitations will apply to the pilot when functioning as a mechanic.

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

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

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

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D. Pilot Requirements - Experience

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

1. All Helicopters — Minimum Experience Flying Hours

Total Time	1,500
Pilot –in-command hours:	
Total Pilot-in Command (Helicopter)	1,500
Helicopter, Preceding 12 months	100
Weight Class	100
Make and Model	50*
Make, Model, Series, Last 12-Months	10

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

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

E. Pilot - Equipment Proficiency

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

F. Pilot - Vertical Reference Proficiency (if applicable)

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

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

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

G. Co-pilot Requirements (if applicable)

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

H. Mechanic Qualifications

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

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

3. The mechanic must show evidence of maintaining a helicopter of the same make and model as offered under "field" conditions for at least 1-full season. Three months experience maintaining a helicopter away from the operator's Principle Base of Operations, and while under minimal supervision, will meet this requirement.

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

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

I. Availability of Mechanics

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

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

J. Fuel Servicing Vehicle Driver Qualifications

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

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

C-13 Conduct and Replacement of Personnel

A. Performance of 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.

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D. When a pilot/mechanic is suspended, and when requested, the interagency pilot/mechanic qualification card(s) shall be surrendered to the CO. Suspension will continue until:

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

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

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

A. The Contractor may substitute or replace aircraft or equipment equal to or greater than contract awarded performance 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 that are familiar with the operating area or to affect approved relief pilots.

C-16 Flight Hour and Duty Limitations

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

A. Pilots

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

2. Flight time shall not exceed a total of 8-hours per day.

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

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.

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.

B. 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.

2. Mechanics will have 2 full calendar days off duty during any 14 day period.

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

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

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

6. Relief or substitute mechanics reporting for duty under this contract may be required to furnish a record of all duty time during the previous 14-days.

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

C. 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-17 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. When, in the sole judgment of the Contracting Officer, the safety programs will not adequately promote the safety of operations, the Government may terminate the contract for cause as provided in the "Contract Terms and Conditions" as stated herein.

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

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.

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C-18 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 www.safecom.gov.

C. Wreckage Preservation

1. The Contractor shall not permit removal or alteration of the aircraft, aircraft equipment, or records following an "Aircraft Accident", "Incident", or "Incident-with-Potential" which results in any damage to the aircraft or injury to personnel until authorized to do so by the CO. Exceptions are when threat-to-life or property exists; the aircraft is blocking an airport runway, etc. The CO shall be immediately notified when such actions take place.

2. The NTSB's release of the wreckage does not constitute a release by the CO, who shall maintain control of the wreckage and related equipment until all investigations are complete.

D. Investigation

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

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-19 Personal Protective Equipment

A. General Operations

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

B. Helmets

1. Contractor personnel while flying under this Contract shall wear an approved protective flight helmet with chinstrap fastened.

2. Aviators flight helmet, consisting of a one-piece hard shell made of polycarbonate, Kevlar, carbon fiber, or fiberglass, shall cover the top, sides (including the temple area and to below the ears), and the rear of the head. The helmet shall be equipped with a chinstrap and shall be appropriately adjusted for proper fit. Flight helmets for helicopter usage shall conform to a national certifying agency standard, such as DOT, Snell, SFI, or an appropriate military standard, or appropriate equivalent standard, and be compatible with required avionics. "Shorty" (David Clark style) helmets are not approved.

3. Flight helmets currently meeting this requirement are known to include:

   a. SPH-3, 4, 5, 8

   b. HGU-56, 84

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

C. Clothing

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

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

   a. FRT Cotton Denim Cloth, MIL-C-24915

   b. FRT Cotton Chambray Cloth, MIL-C-24916

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

D. Ground Operations

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

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

   b. Maintenance personnel working on running aircraft are exempt from gloves, eye protection (eye protection may be worn at the option of maintenance personnel or company policy), long sleeves, and hardhat requirements.

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

E. Personal Flotation Devices

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

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

C-20 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

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1. After award of the Contract and any renewal thereof, an inspection of the Contractor's equipment and personnel will be made. Inspections may be scheduled by mutual agreement between the Contracting Officer and the Contractor. The inspection will take place at the Designated Base or other location as approved by the Contracting Officer.

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 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. The items described below shall be made available at the pre-use or renewal inspection:

    a. Certificates/Contract

        (1) Copy of 14 CFR 133 External Load Operations (aircraft listing)

        (2) Copy of 14 CFR 135 Operations Specifications (as applicable)

        (3) Copy of 14 CFR 137 Agricultural Aircraft Operations

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

    b. Pilot(s)

        (1) Completed Pilot Qualifications and Approval Record Form, and pilot records.

        (2) FAA pilot certificates

        (3) Current FAA pilot medical certificate

        (4) Pilot 14 CFR 135 Airman Competency/Proficiency Check (FAA Form 8410-3). For Restricted Category helicopters, an equipment check endorsement by the chief pilot. For Restricted Category helicopters requiring two pilots, competency proficiency checks per 14 CFR 61.

        (5) Pilot 14 CFR 133 competency endorsement.

        (6) Completed Interagency Guidelines for Vertical Reference/External Load Training Standards form for each pilot requiring a long-line endorsement. (Exhibit 10, Interagency Guidelines for Vertical Reference/External Load Training Standards Form)

        (7) The Contractor shall ensure that each pilot reviews the Contract and signs the Interagency Pilot Operations Briefing Certificate. A current signed certificate shall be in receipt of the CO prior to operating under the Contract and annually thereafter. Certificates will be maintained with the pilot approval records. (Exhibit 9, Pilot Operations Briefing Certificate)

c. Equipment

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

(2) Long-line(s) of at least 150 feet and a suitable weight shall be available. (if applicable)

(3) Aircraft maintenance records

(4) Fuel servicing vehicle available

d. Mechanic(s)

(1) A&P Mechanic available

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

C-21 Pre-Use Inspection Expenses

A. All operating expenses incidental to the inspection shall be borne by the Contractor.

B. Pilot evaluation flights may require up to 2-hours of flight time for each pilot as deemed necessary by the CO. 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-22 Re-inspection Expenses

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

C-23 Inspections During Use

A. At any time during the Contract period, the CO may require inspections/tests as deemed necessary to determine that the Contractor's equipment and/or personnel currently meet specifications. Government costs incurred during these inspections will not be charged to the Contractor.

B. Should the inspections/tests reveal deficiencies that require corrective action and subsequent re-inspection, the actual costs incurred by the Government may be charged to the Contractor.

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

C-24 Contract Period and Renewal Option *(Note: This would change if the Schedule of Items for providing pricing for the Base Year **and** Option Periods is used)*

The contract period shall extend for one calendar year from the date of award. However, at the option of the Government, the Contract may be renewed for additional one (1) year periods, not to exceed two (2) renewal periods, provided 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. Except that any renewal is subject to the provisions of Section D, Economic Price Adjustment Clause.

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C-25 Designated Base(s) and Mandatory Availability Period (Including Extended Use)

A. Designated Bases(s) are shown in the Schedule of Items

B. Mandatory Availability Period will begin on the date stipulated in the Schedule of Items unless:

1. The Government fails to award the contract at least 10 days prior to the established start date, or

2. By mutual consent, a new starting date is established. When a new starting date is established, the number of net days in the Mandatory Availability Period will remain the same.

C. Extended Use. The Mandatory Availability Period may be extended on a day-to-day basis either prior to the starting date or subsequent to the ending date set forth in the Schedule of Items provided that no break in service occurs and that such extension is agreed to by both parties in writing prior to extension and that all terms, conditions, and specifications contained in this contract apply.

D. During the Mandatory Availability Period and any extensions thereof, availability is required 14 hours each day beginning at start of morning civil twilight unless otherwise specified by the Contracting Officer. Contracts requiring night capability require 24-hours per day availability.

C-26 Daily Availability Requirements

A. Equipment. The aircraft and related equipment will be available 24 hours per day and will not be removed from the designated base without the approval of the Contracting Officer.

B. Personnel. Personnel will be in one of the following categories of availability:

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

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

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

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

C-27 Unavailability

A. The Contractor will be considered to be “Unavailable” whenever equipment or personnel are unable to perform or fail to perform the requirements of this 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 as per Section B. 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.16 Flight and Duty Limitations occur.

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

C. Unavailability status will continue until the deficiency is corrected. It is the Contractor's responsibility to inform the CO whenever the equipment or personnel become available. Inspection by the Government after a performance failure has occurred will be made as promptly as possible after the Contractor has given notice that the deficiency has been corrected. When Inspection reveals that the failure has been corrected, the Contractor will be considered in "Available" status from the time the Contractor gives notice to the Government that the deficiency has been corrected. If consistent failure to respond to dispatches occurs, the CO retains the right to require check flights at Contractor's expense.

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

C-28 Payment Procedures

A. All flight time, daily availability, and other authorized expenses may be recorded on Flight Use Report, Form FS 6500-122 or other contractor-furnished invoice as long as the requirements of FAR Clause 52.212-4, Invoicing, are met. At the end of each day, the form shall be completed and signed by the Government and the Contractor's Representative. The Government is responsible for forwarding invoices to the designated paying office.

B. Upon completion of the Mandatory Availability Period or any extension thereof, final payment will not be made until all Government-furnished property has been returned and a Contract Release form has been completed. The final Flight Use Report payment will be accompanied by the completed Contract Release and Transfer of Property Form.

C. Payment will be made semi-monthly for service as specified on the approved Form FS-6500-122 or Contractor-furnished invoice. Forms accumulated during the first half of the month will be processed for payment about the 16th day of the month and those accumulated during the last half of the month will be processed about the 1st day of the following month.

C-29 Payment for Flight

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

B. Payment for flight time will be made only when flight is properly ordered by designated personnel.

C. The Government does not guarantee any flight time.

C-30 Payment for Availability

A. The Government will pay daily availability for each quarter hour the Contractor meets availability requirements as specified in C-26, Daily Availability Requirements. The maximum amount of availability to be earned per day is the daily availability offered amount.

B. Daily Availability will be computed as follows:

14-Hour Availability Contracts -Multiply the total number of quarter (1/4) hours of availability each day by 1/56 of the daily availability offered rate.

C-31 Payment for Extended Standby

Extended standby for the crew (that period over the first 9 hours of standby per day, per crewmember) will be measured in hours rounded to the next full hour and paid at the rate specified in the Schedule of Items in accordance with C-26, Daily Availability Requirements, Extended Standby.

Extended Standby is applicable to Alaska assignments.

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C-32 Payment for Service in the Optional-Use Period

A. Daily Availability Rate Plus Specified Flight Rate Method

1. The Contractor will be paid for availability and flight in accordance with C-29, Payment for Flight and C-30, Payment for Availability.

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

3. Any additional payments will be made in accordance with C-41, Miscellaneous Costs to the Contractor.

OR

B. Optional-Use Hourly Flight rate Method

1. The Contractor will be paid at the optional-use hourly offered price for the actual hours flown or a minimum of 2 (two) hours per day, whichever is greater.

2. If the aircraft becomes unavailable, actual flight time will be paid. The 2-hour minimum does not apply in this case.

C. Ferry time of aircraft to and from the point of use from the Contractor's base of operations or assigned work location, whichever is closer, will be paid at the applicable flight rate. If a fuel servicing vehicle is required, mileage to and from the point of use from the Contractor's base of operations or assigned work location that the fuel servicing vehicle is stationed, whichever is closer, will be paid at the rates stipulated in C-42, Payment for Fuel Servicing Vehicle Mileage.

C-33 Payment for Additional Helicopter and Personnel

A. When additional helicopters and/or personnel are ordered by the Government, the Contractor may furnish them, if available. All terms and conditions of this contract will apply to their use except as set forth below:

1. Ferry or transportation from the point of dispatch and return will be paid at the applicable flight rate and proportionate availability, if applicable.

2. Such aircraft will be released when the Government's need ceases to exist

3. Use of additional helicopters will not affect the number of days in the Mandatory Availability Period.

B. The Government 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.

C. A lump sum payment of $500 per day for travel days and workdays as compensation for each additional crewmember will be paid. This does not apply to relief crews brought in by the Contractor on primary pilot or crews mandatory days off. This compensation is only for double crews ordered by the Government.

D. In addition to the $500 per day, an overnight allowance will be paid when authorized. Extended standby does not apply to additional crewmembers ordered under this clause.

E. Payment of necessary and reasonable transportation costs to and from the location of the aircraft is authorized. Claims for reimbursement must be supported by itemized receipts.

C-34 Reimbursement for Mobilization and Demobilization Costs

A. The Contractor is responsible for all mobilization and demobilization costs to and from the designated base(s). When the initial dispatch is to an alternate base, the Government shall be entitled to the equivalent of one round trip at no cost from the Contractor's home base to the designated base(s) and return.

B. If more than one designated base is specified in the Schedule of Items; flights between the designated bases will be at the Contractor's expense.

C. Payment will be made for ordered ferry flights.

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C-35 Payment for Substitute/Replacement Aircraft

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

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

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

C-36 Meals

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

C-37 Payment for Fuel Servicing Vehicle Mileage

Mileage for the fuel-servicing vehicle will be paid when it is dispatched by the Government to give service support to helicopters away from the designated base as follows:

$2.50 per mile - where the carrying capacity of aircraft fuel is 1,500-gallons or more.

$2.00 per mile - where the carrying capacity of aircraft fuel is at least 750-gallons, but less than 1,500-gallons.

$1.40 per mile - where the carrying capacity of aircraft fuel is at least 350-gallons, but less than 750-gallons.

$ .95 per mile - where the carrying capacity of aircraft fuel is less than 350-gallons.

C-38 Payment for Fuel Transportation

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

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

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

B. The CO will designate the method of transportation and the gallons to be transported.

C. When the CO orders the Contractor to transport fuel by air, the flight time required to transport the fuel will be paid at the Contract flight hour rate.

D. When the CO orders transportation of fuel by commercial carrier, reimbursement will be based on submitted copies of paid invoices.

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

C-39 Payment for Foam Concentrate

A. Payment for approved foam concentrate, when ordered by the CO and furnished by the Contractor, will be made on an actual cost basis. Invoice or invoice copies must be submitted to substantiate actual cost payment.

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

C-40 Payment for Costs Away from the Designated Base

A. When Contractor's aircraft is dispatched away from the designated base, the Government will authorize payment for additional necessary and reasonable costs involved in transporting authorized relief crewmembers **to and from** alternate bases when approved in advance by the Contracting Officer. These costs are limited to the actual transportation of the

individual; i.e., airplane tickets, car rentals, etc. Salary costs for the Contractor's employee(s) while in travel status is not a cost for which the Government will reimburse the Contractor.

B. The Contractor will be reimbursed for the difference between the normal cost of transportation from the CONTRACTOR'S BASE OF OPERATIONS to the DESIGNATED BASE and the CONTRACTOR'S BASE OF OPERATIONS to the ALTERNATE BASE.

C. Prior to the Mandatory Availability Period the Contractor shall provide the Contracting Officer with a written statement that itemizes the normal cost of transportation from the Contractors Base of Operations to and from the designated base.

D. If the Government does not authorize such payment, no deduction will be made for unavailability incurred because of personnel duty limitations.

E. Claims for reimbursement will be supported by itemized receipt(s).

C-41 Payment for Overnight Allowance

A. Overnight allowance will be paid equal to the current standard maximum rate that is allowed (or high rate, if applicable) as established by the Federal Travel Regulation (FTR) for each authorized crew member for every night assigned to an alternate base or at its option may provide meals/and or lodging. A list of localities where high rates are authorized is available upon request.

Crewmembers who elect to return to the designated base by alternate means rather than remain overnight with the helicopter will not be paid an overnight allowance.

B. Overnight allowance will not be paid when the aircraft is assigned to its Designated Base during the Mandatory Availability Period and any extension thereof where no break in service occurs.

C. The Government will pay the Contractor an overnight allowance equal to the current standard maximum rate that is allowed (or high rate, if applicable) as established by the Federal Travel Regulations (FTR) or at its option may provide meals and/or lodging. A list of localities where rates are authorized is available upon request.

D. If partial overnight allowance is provided by the Government, the Contractor will be reimbursed at current FTR rates for the portion that is Contractor provided. Current rates are available at www.gsa.gov.

E. The appropriate rate for meals and incidental expenses will be paid unless the Government makes three meals available to the Contractor. The Contractor's lodging will be paid only when lodging is not furnished by the Government.

F. If the Contractor elects to not utilize Government provided lodging, there is no reimbursement for lodging or transportation costs incurred by the Contractor.

G. If the FTR rate changes, the change in overnight allowance to the Contractor will become effective on the effective date of the FTR change.

H. Overnight allowance may also be applicable to primary crewmembers that are unable to return from the field.

I. The Contractor may claim overnight expenses using either of the two following methods:

1. Payment of the Standard or High Rate, (if applicable) lodging and M & IE rate EXCLUDING lodging tax (does not require lodging receipts to be submitted with the FS 6500-122, or Contractor furnished invoice.

2. Payment of actual lodging amount and M & IE rate not to exceed the maximum FTR rate PLUS lodging tax. An itemized lodging invoice detailing lodging cost and tax IS REQUIRED to be submitted with the FS 6500-122.

The FS-6500-122, or Contractor furnished invoice shall clearly show the county or city where the overnight occurred. High rate claims for subsistence that do not include this information will be reduced to the standard rate.

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C-42 Miscellaneous Costs to the Contractor

A. Housing, subsistence, ground transportation, and other expenses will be the responsibility of the Contractor or its employees at the Designated Base.

B. The Government will reimburse the Contractor for any airport use costs the Contractor is required to pay when ordered to operate from an airport other than the designated base such as airport landing fees, tie-down charges, or other similar type costs. A receipt shall support any cost in excess of $75.00.

C. Miscellaneous unforeseeable costs not recovered through the contract payment rates and are the direct result of ordered service may be reimbursed at actual cost if approved by the Contracting Officer. Examples of this are truck permits at ports-of-entry when the fuel servicing vehicle must cross state lines in fulfillment of ordered services or State use taxes imposed on equipment brought into the state.

D. Payment will not be made unless required receipt(s) and/or document(s) are attached to the Flight Use Report as incurred.

C-43 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Flight or Flying Time. The actual time that a helicopter is off the ground for the purpose of the task or tasks to which assigned under an ordered flight when such time is recorded by the pilot and approved by a designated Government Official as having been properly performed.
Aviation Hazard. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

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

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

Cargo. Any material thing carried by the aircraft.

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

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

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

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

Designated Base. The initial location at which the aircraft will be made available for the purpose of providing the contemplated aircraft service. See Schedule of Items for location.

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

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

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

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

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

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

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

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

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

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

Flight Crew. Those Contractor personnel required by the Federal Aviation Administration to operate the aircraft safely while performing under contract to the Government.
Flight Rate. The contract unit price per hour of flight time as found in the Flight Rate Chart or Schedule of Items. (Includes base cost plus fuel costs.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Special Use Missions:

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.

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

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

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

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

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

Type III 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 earths’ surface with precision.

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

C-44 Abbreviations

A&P	Airframe & Powerplant (Mechanic)
AC	Advisory Circular
AD	Airworthiness Directive
AFF	Automated Flight Following
ASP	Aviation Safety Plan
ATC	Air Traffic Control
ATCO	Air Taxi/Commercial Operators
CAB	Civil Aeronautics Board
CG	Center of Gravity
CO	Contracting Officer
CFR	Code of Federal Regulations
COR	Contracting Officer's Representative
COTR	Contracting Officer’s Technical Representative
CWN	Call-when-Needed (Contract)
DOI	Department of the Interior
DOT	Department of Transportation
ELT	Emergency Locator Transmitter
EPA	Environmental Protection Agency
ETA	Estimated Time of Arrival
FAA	Federal Aviation Administration
FAR	Federal Acquisition Regulations
FPMR	Federal Property Management Regulations
GPM	Gallons-Per-Minute
FSS	Flight Service Station
HIP	Helicopter Inspector Pilot
IATB	Interagency Airtanker Board
HOS	Helicopter Operations Specialist
ICAO	International Civil Aviation Organization
IFR	Instrument Flight Rules
IMC	Instrument Meteorological Conditions
M&IE	Meals and Incidental Expenses
MSL	Mean Sea Level
NTSB	National Transportation Safety Board
NOTAM	Notice to Airmen
PA	Public Address System
PASP	Project Aviation Safety Plan
PIC	Pilot-in-Command

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PTT	Push-To-Talk
RAO	Regional Aviation Officer
RASM	Regional Aviation Safety Manager
RON	Remain-Over-Night
SIC	Second-in-Command/Co-Pilot
STC	Supplemental Type Certificate
TBO	Time Between Overhaul
TCAS	Traffic Collision Avoidance System
USDA-FS	United States Department of Agriculture-Forest Service
VFR	Visual Flight Rules
VNE	Velocity Never Exceed
VSWR	Voltage Standing Wave Ratio

SECTION C
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EXHIBIT 1
FIRST AID KIT AERONAUTICAL

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

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

Note:

Splints are recommended if space permits.

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EXHIBIT 2
SURVIVAL KIT AERONAUTICAL (LOWER 48)

The contents shall include the following minimum items:

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

Suggested Survival Kit Items Dependent Upon Terrain and Climate:

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

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

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EXHIBIT 3
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:

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

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

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 containers)	Nylon Rope or Parachute Cord (50-feet)
Food (Each occupant sufficient to sustain life for 1-week)	An assortment of fishing tackle such as hooks, flies, lines, sinkers, etc.
Personal Locator Beacon (PLB) (Note: required only if Aircraft ELT requires tools to be removed)	

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

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

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

FUEL SERVICING VEHICLE SPECIFICATIONS -

A fuel servicing vehicle and driver are not required.

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

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

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 3
ALASKA SUPPLEMENT (Cont)

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

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

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

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

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

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

AVAILABILITY OF MECHANICS –

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

(2) 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 CREW: 1/56 per hour NTE 14/14 per day.

DOUBLE CREW: 1/24 per hour NTE 24/24 per day.

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

(3)Payment for Extended Standby is applicable for Alaska assignments.

(4) SECTION C, Transporting of Relief Crew

If ordered by the Government, the Contractor shall be reimbursed for the cost incurred in delivering personnel to the reporting base NOT TO EXCEED the round trip coach fare from 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 designated base within 48 hours after notification. Reimbursement shall be supported by paid receipts and the passenger coupon or legible certified true copies.

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 3
ALASKA SUPPLEMENT (Cont)

(5) 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 Aircraft Use Report (OAS-23), or Flight Use Report 6500-122, and shall be supported by paid legible, itemized invoices from the supplier. 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.

(6)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.

(7) SECTION C, Payment for Transportation of Helicopter Fuel

Not applicable in Alaska.

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

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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%)	Inoperable	Broken	Missing
Torn	Damaged	Excessive Wear	Illegible
Crushed	Corroded	Missing	
Swollen	Excessive Wear		
Creased			
Deteriorated			

D. References:

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

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 5
ADDITIONAL SUPPRESSION/PRESCRIBED FIRE EQUIPMENT

A. Fixed Suppressant/Retardant Delivery Tank

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

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

1. Door(s)

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

   a. The frontal area of the retardant column is minimized.

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

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

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

2. Venting

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

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

3. Fill Port(s)

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

   b. The fill port shall not leak or overflow during ground operations or during normal flight maneuvers.

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

4. Controls

   a. The door open switch shall be the same switch that opens the water bucket.

   b. When required, the tank close switch shall be the same switch that closes the water bucket.

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

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

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

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 5
ADDITIONAL SUPPRESSION/PRESCRIBED FIRE EQUIPMENT (Cont)

5. Certifications

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

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

B. Fixed Suppressant/Retardant Tank with Self-Filling Capability

1. A Fixed Retardant Delivery Tank with self-contained hover drafting system. As a minimum, each system shall meet the following requirements:

   a. Fill time (60-seconds)

   b. Built to Aviation Industry Standards

2. Shall not adversely effect any aircraft system

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

4. Each system will be approved by the CO prior to use. A copy of approval criteria is available from the CO.

C. Suppressant/Retardant Mixing Equipment

1. Installation

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

2. Containment

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

3. Restraint

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

4. Hose Routing

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

5. Breakaway Fittings

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

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 5
ADDITIONAL SUPPRESSION/PRESCRIBED FIRE EQUIPMENT (Cont)

6. Compatibility of Materials

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

7. Foam Quantity

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

8. Power

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

9. Vibration

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

10. Operation

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

11. Flow Rate

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

12. Concentrate Loading

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

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

a. When transporting retardant or equipment containing retardant residue, Contractor shall take precautions to prevent retardant from coming in contact with the aircraft structure.

b. Offered equipment will be approved by the CO prior to any use under the Contract.

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 5
ADDITIONAL SUPPRESSION/PRESCRIBED FIRE EQUIPMENT (Cont)

D. Additional equipment offered shall meet the following requirements:

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

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

   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:

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

2. Remote Cargo Hook

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

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

3. Long-lines (as applicable)

   a. Rotation resistant wire rope

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

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

   b. Synthetic Long Line

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

      (2) Rope Diameter. Minimum rope diameter shall be ½-inch

      (3) Working or Rated Load

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

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

Type I	8000 to 30,000 lbs or greater
Type II	1600 lbs to 4500 lbs
Type III	750 lbs to 1600 lbs

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 5
ADDITIONAL SUPPRESSION/PRESCRIBED FIRE EQUIPMENT (Cont)

(4) Factor of Safety

A factor of safety of 7 shall be used for helicopter synthetic long-lines. Therefore, all ropes shall have an ultimate strength of seven times the rated or working load. 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 (if installed)

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

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 6
HIGH VISIBILITY MARKINGS ON MAIN ROTOR BLADES

Acceptable Paint Schemes

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

Hub

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

B. One black and one white blade.

C. Paint schemes previously approved under Interagency Fire and Aviation Contract.

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

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 7
ADDITIONAL AVIONICS EQUIPMENT

A. GPS Data Connector

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

B. Additional GPS Antenna

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

C. Fuel Service Vehicle Radio

1. A VHF-FM two-way mobile radio, with a matched broadband antenna (Antenna Specialists ASPR7490, Maxrad MWB5803, or equivalent), shall be installed in the fuel-servicing vehicle**.** The radio's operational bandwidth shall include the 150 MHz to 174 MHz frequency band, with user-programmable channels. Selection of either wideband (25.0 kHz) or narrowband (12.5 kHz) channel spacing is required on each channel. The radio shall be frequency-synthesized, equipped with a CTCSS sub-audible tone encoder having a minimum of 32 selectable tones meeting the current TIA/EIA-603A standard, and develop a minimum of 30 watts carrier output power.

2. The use of appropriate portable VHF-FM radios (Relm BK EPH/GPH/DPH series; Motorola XTS3000 & XTS5000; Thales Racal 25; EF Johnson 5100; and Datron Guardian 25, or equivalent) with suitable output power booster units is permissible.

3. 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 operator without the aid of a computer or radio shop.

4. The following mobile radios are known to meet the above requirements:

BK Radio	EMH or GMH ("Smartmic" option required)
ICOM	IC-F320*
Kenwood	TK-760H*
Relm	APCO 25*

Note: *Dealer modification required for programmability.

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 8
FUEL SERVICING EQUIPMENT REQUIREMENTS

A. General

1. An approved fuel servicing vehicle (FSV) (truck, pump-house, or trailer) shall be provided with each helicopter. The FSV shall be inspected annually and shall be stationed at the Designated Base unless dispatched by the Contracting Officer. Vehicle shall display a current USDA-FS or USDI-OAS inspection sticker.

2. The fuel-servicing vehicle shall be capable of transporting fuel over rough mountainous terrain to include grades of up to 9%.

3. Fuel tank/chassis combinations which are not compatible and/or that exceed the gross vehicle weight rating (GVWR) when tank(s) are full are not permitted.

4. Fuel servicing vehicles shall be properly maintained, cleaned, and reliable. Tanks, plumbing, filters, and other required equipment shall be free of leaks, rust, scale, dirt, and other contaminants. Trailers used for storage and transport of fuel shall have an effective wheel braking system.

5. Spare filters, seals, and other components of the fuel-servicing vehicle filtering system shall be stored in a clean, dry area in the fuel service vehicle. A minimum of one set is required to be with the vehicle.

6. The fuel servicing vehicle tank capacity shall be sufficient to sustain 8-hours of flight (14-hours of flight when the aircraft is doubled crewed and required in the Schedule of Items). Barrels are not acceptable. The fuel servicing vehicle manufacturers' gross vehicle weight (GVW), with a full fuel tank, shall not be exceeded.

7. All tanks will be securely fastened to the vehicle frame in accordance with DOT regulations and shall have a sump or sediment settling area of adequate capacity to provide uncontaminated fuel to the filter.

8. A 10-gallon per minute filter and pump is the minimum size acceptable. Filter and pump systems sizes shall be compatible with the helicopter being serviced.

9. The filter manufacturer's Operating, Installation and Service Manual shall be with the fuel-servicing vehicle. Filters shall be changed in accordance with the filter manufacturer’s manual, at a minimum of every 12-months, whichever is less, and documented. The filter vessel shall be placarded indicating filter change date and documented in service vehicle log.

10. Gasoline engine driven pumps shall be designed to pump fuel, have shielded ignition system, Forest Service approved spark arrestor muffler, and a metal shield between the engine and pump. Other exposed terminal connections shall be insulated to prevent sparking in the event of contact with conductive material.

B. Equipment

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

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

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

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

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

6. Fuel servicing vehicle shall have adequate bonding cables.

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 8
FUEL SERVICING EQUIPMENT REQUIREMENTS (Cont)

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

C. Markings

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

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

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

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

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

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

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

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

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

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

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

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

E. Fuel Servicing

1. General

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

   b. Fueling operations, including storage and handling, shall comply with the airframe and engine manufacturer's recommendations and all applicable FAA standards. NFPA Standard No. 407, Aircraft Fuel Servicing, shall be followed except that no passengers may be on board during fueling operations.

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

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 8
FUEL SERVICING EQUIPMENT REQUIREMENTS (Cont)

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

2. Rapid Refueling

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

(1) Closed Circuit Refueling (CCR). This method of refueling uses a CCR system designed to prevent spills, minimized fuel contamination, and prevent escape of flammable fuel vapors.

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

b. Rapid refueling of helicopters is permitted if requested by the Government, and the Contractor follows NFPA 407 procedures, and the Contractor has an approved rapid refueling procedure. For 14 CFR Part 133 and 137 operators a copy of company rapid refueling procedures must be submitted prior to rapid refueling. Rapid refueling authorization shall be annotated on the approval card. Additionally, the Contractor shall meet the following requirements:

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

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

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

(4) Government personnel shall not refuel Contract aircraft unless the pilot requests Government assistance due to an emergency situation; or when the Government provides the fuel servicing system and dispensing personnel.

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

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

F. Fuel Quality Control Procedures

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

1. Daily

a. Check for and remove any water from fuel tanks. A water check will be performed each morning before the vehicle is moved, after every reloading of fuel, washing of equipment, and after a heavy rain or snowstorm.

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

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

2. During Helicopter Fueling Process

a. Check sight gauge for water, if equipped

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

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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. The fuel handler shall keep a daily record containing the following information: (as a minimum)

   a. Condition (clean, clear, bright, etc.) of fuel sample at:

      1. Nozzle

      2. Filter Sump

      3. Tank Sump

   b. Flow rate in gallons per minute to the nearest 1/10 gallon

   c. Filter change (reason & date)

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 9
PILOT OPERATIONS BRIEFING CERTIFICATE

It is important for Contract pilots to be familiar with the Contract specifications and applicable Code of Federal Regulations. Pilot operation briefings will emphasize the following areas:

1. Aircraft Maintenance
2. Aircraft and Equipment Security
3. Operations
4. Conduct and Replacement of Personnel
5. Suspension and Revocation of Personnel
6. Substitution or Replacement of Personnel, Aircraft, and Equipment
7. Flight Hour and Duty Limitations
8. Accident Prevention and Safety
9. Mishaps
10. Personal Protective Equipment
11. Payments
12. Interagency Helicopter Load Calculation
13. Performance Report

***** CERTIFICATION STATEMENT *****

Name of Company: _____

I certify that I have reviewed the Contract and shall comply with the pilot, aircraft, and operational specifications contained wherein.

_____ _____
Director of Operations or Chief Pilot Signature Date

_____ _____
Pilot Signature Date

_____ _____
Pilot Signature Date

_____ _____
Pilot Signature Date

_____ _____
Pilot Signature Date

_____ _____
Pilot Signature Date

_____ _____
Pilot Signature Date

_____ _____
Pilot Signature Date

_____ _____
Pilot Signature Date

_____ _____
Pilot Signature Date

_____ _____
Pilot Signature Date

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 10
INTERAGENCY GUIDELINES FOR VERTICAL REFERENCE/EXTERNAL LOAD TRAINING STANDARDS

A. Interagency helicopter standards require that Contractors develop a Vertical Reference/External Load training syllabus and that Contract pilots receive this training before applying for agency Special Use approval. The applicant shall have a minimum of 10-hours Vertical Reference/External Load flight training during initial qualification, and a minimum of 2-hours annual recurrent training prior to use under the Contract. The Contract pilot shall have a current proficiency endorsement from the company's chief pilot in order to qualify for a flight evaluation by an Interagency HIP.

B. The pilot shall be able to demonstrate proficiency with either 100 to 150-feet length lines, and;

C. Exhibit knowledge by explaining the elements of external load operations.

D. Perform a thorough preflight briefing of ground personnel to include hookup procedures, signals, pilot, and ground personnel actions in the event of an emergency or hook malfunction.

E. Visually determine that the cargo hook(s) and cables are installed properly and that electrical and manual releases are functioning properly.

F. Ascend vertically using vertical reference techniques while centered over the load until the load clears the ground, then maintain a stable hover with a load 10-feet (+ - 5-feet) above the ground for 30-seconds.

G. Control the hook movement and stop load oscillations while in a hover.

H. Maintain positive control of the load throughout the flight while maintaining specified altitude within 50-feet, airspeed within 10-knots and heading within 10°.

I. Maintain the proper approach angle and rate of closure to establish an out-of-ground effect hover with the load 10 feet above the ground (+ -5-feet) for 30-seconds. The load will then be placed within a 10- foot radius of the specified release/touchdown point.

J. Maintain the proper approach angle and rate of closure to establish an out-of-ground effect hover within a confined area with the load 10-feet above the ground (+ - 5-feet) for 30-seconds. The load will then be placed within a 10-feet radius of the specified release/touchdown point.

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

_____ _____
Chief Pilot Signature Date

_____
Company

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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
Boeing	BV-107, BK-107
Boeing	BV-234, CH-47
Boeing	369 (500) Series
Boeing	MD-600N
Boeing	MD-900, 902
Enstrom	28 Series
Eurocopter	SA-315, SA-316, SA-319 (Alouette/Lama)
Eurocopter	SA-318
Eurocopter	AS 350 Series (Astar)
Eurocopter	AS-355 Series (Twin Star)
Eurocopter	SA-341 (Gazelle)
Eurocopter	SA-360
Eurocopter	SA-365 (Dauphin)
Eurocopter	SA-330, AS-332 (Puma)
Eurocopter	MBB-105 Series
Eurocopter	BK-117 Series
Eurocopter	EC-135
Eurocopter	EC-120
Hiller	12 Series (Recips)
Hiller	12 Series (Soloy)
Hiller	FH-1100
Hughes/Schweitzer	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

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 12
HELICOPTER SERVICES HOURLY FLIGHT RATES, FUEL CONSUMPTION AND WEIGHT REDUCTION CHART
JANUARY 16, 2005 FUEL SURVEY (Version 2 dated 01/21/2005)
FOR CONTRACTS AWARDED 2005 – 2007 (CWN/EXCLUSIVE USE)

COMPANY	AIRCRAFT TYPE	FUEL CONSUMPTION (gal/hr)	JAN 14, 2005 HOURLY FLIGHT RATE ($/HR)	LOAD CALCULATION Weight Reduction (lbs)
AGUSTA	A-119 KOALA	55	$852.00	230
AEROSPATIALE	SA-315B	58	$1,258.00	180
	SA-316B	58	$1,255.00	170
	SA-318C	56	$1,143.00	80
	SA-319B	55	$1,162.00	150
	SA-332L-1	160	$3,284.00	N/A
	SA-341G	56	$1,122.00	170
	AS-330J	179	$3,165.00	N/A
	AS-350B/350BA	45	$819.00	130
	AS-350B-1	46	$819.00	160
	AS-350B-2	48	$807.00	160
	AS-350B-3	50	$852.00	175
	AS-350D	38	$800.00	130
	AS-355F-1/355F-2	58	$989.00	140
	AS-365N-1	87	$1,591.00	275
	EC-120	31	$611.00	NOT ESTABLISHED
	EC-135	64	$1,017.00	220
BELL:	47/SOLOY	23	$507.00	120
	204B (UH1 Series))	88	$1,197.00	200
	204 Super B	90	$1,238.00	200
	205A-1	89	$1,235.00	260
	205A++	90	$1,268.00	260
	UH-1B	88	$1,179.00	N/A
	UH-1F	85	$1,215.00	N/A
	TH-1L	88	$1,213.00	N/A
	UH-1H	89	$1,213.00	N/A
	206B-II	25	$615.00	100
	206B-III	27	$629.00	130
	206L-1	32	$743.00	150
	206L-3	38	$778.00	180
	206L-4	38	$765.00	180
	212	100	$1,442.00	390
	214B	160	$1,887.00	380
	214ST	133	$2,392.00	420
	222A	70	$1,451.00	NOT ESTABLISHED
	222B	83	$1,505.00	NOT ESTABLISHED
	222UT	83	$1,487.00	NOT ESTABLISHED
	407	45	$866.00	155
	412	110	$1,590.00	390
	412HP	110	$1,585.00	390
BOEING:	BV-107	180	$3,017.00	N/A
	BV-234	405	$5,343.00	N/A
HILLER:	*SL-3/4	21	$503.00	90
	H-1100B	22	$640.00	130
	UH-12/SOLO	23	$566.00	100
KAMEN:	H43-F	85	$1,202.00	N/A
	K-MAX	85	$1,364.00	N/A
MBB:	BO105CBS	55	$977.00	180
	BK-117	77	$1,330.00	160
McDONNELL-	500C	23	$640.00	110
DOUGLAS:	500D/E	28	$647.00	120
	520N	32	$674.00	100
	530F	34	$732.00	120
	600N	41	$817.00	155
	900/902	69	$1,064.00	210
SIKORSKY:	S-55T	47	$903.00	170
	S-58D/E	83	$1,342.00	N/A
	S-58T/PT6T-3	115	$1,694.00	400
	S-58T/PT6T-6	115	$1,694.00	460
	CH 54/S 64	525	$5,538.00	N/A
	S-61N	170	$2,885.00	N/A
	S-62A	70	$1,033.00	300
	S-70	160	$2,762.00	N/A
	AVERAGE GALLON PRICE:	JET FUEL	$3.44	

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 13
INTERAGENCY HELICOPTER LOAD CALCULATION

INTERAGENCY HELICOPTER LOAD CALCULATION OAS-67/FS 5700-17 (11/03)			**MODEL**	
			N#	
PILOT(S)			**DATE**	
MISSION			**TIME**	
1	**DEPARTURE**	**PA**	**OAT**	
2	**DESTINATION**	**PA**	**OAT**	
3	**HELICOPTER EQUIPPED**			
4	**FLIGHT CREW WEIGHT**			
5	**FUEL WT** (_____gallons X _____lbs per gal)			
6	**OPERATING WEIGHT** (3 + 4 + 5)			

		Non-Jettisonable		Jettisonable
		HIGE	**HOGE**	**HOGE-J**
7a	**PERFORMANCE REF** (List page/chart from FM)			
7b	**COMP GROSS WT** (Req for all Non-Jettisonable)			
8	**WT REDUCTION** (Req for all Non-Jettisonable)			
9	**ADJUSTED WEIGHT** (7b minus 8)			
10	**GROSS WT LIMIT** (FM Limitations Section)			
11	**SELECTED WEIGHT** (Lowest of 9 or 10)			
12	**OPERATING WEIGHT** ((From Line 6)			
13	**ALLOWABLE PAYLOAD** (11 minus 12)			
14	**PASSENGERS/CARGO MANIFEST**			
15	**ACTUAL PAYLOAD** (Total of all weights listed in item 14) Line 15 must not exceed Line 13 for the intended mission			
PILOT SIGNATURE				**HazMat**
MGR SIGNATURE				**Yes__ No__**

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 13
INTERAGENCY HELICOPTER LOAD CALCULATION (Cont)

Instructions

A load calculation must be completed for all flights. A new calculation is required when operating conditions change (± 1000' in elevation or ± 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. Co-pilot, flight engineer, navigator) plus the weight of their personal gear.

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 14
HELICOPTER AND FUEL SERVICE TRUCK PRE-USE CHECKLIST

GENERAL		
Date:	Aircraft Make/Model:	N #:
Vendor:		
Pilot(s) Name(s):		
Card Expiration Date(s):		
Pilot(s) Carded For Intended Mission(s)? [ ] Yes [ ] No		
A/C Card Expiration Date:	A/C Carded For Intended Missions: [ ] Yes	[ ] No
Departure Base:	Departure Hobbs Reading:	Arrival Hobbs Reading:
Copy of Contract on Board Aircraft: [ ] Yes [ ] No	HazMat HB/Exemption/ERG: [ ] Yes	[ ] No

LOGBOOK REVIEW		
50/100-Hr., Progressive, Or Other Inspection Program Up-To-Date:	[ ] Yes	[ ] No
Entries Indicating Damage To Aircraft:	[ ] Yes	[ ] No
Form HCM-5 "Turbine Engine Performance Analysis' Onboard Aircraft:	[ ] Yes	[ ] No
Power Check Completed/Results Satisfactory:	[ ] Yes	[ ] No
Comments:		

CONDITION OF HELICOPTER		
Item	**OK**	**Document Inoperable Or Damaged Equipment (Dents, Tears, Leaks, Etc.)**
Skin and Exterior		
Windows		
Doors		
Upholstery		
Cargo Compartment		
Skids/Wheels		
Fixed Tank		
Other		
Comments:		

REQUIRED HELICOPTER EQUIPMENT INSTALLED AND OPERATIVE (CONSULT CONTRACT)					
Item	**Yes**	**No**	**Item**	**Yes**	**No**
Seat Belts and Harnesses			Strobe Light(s)		
Hi-Visibility Paint on Main Rotor Blades			Survival Kit		
VHF-FM Radio			First Aid Kit		
VHF-AM 760 Channel			Fire Extinguisher(s)		
Auxillary Radio Adapter			Cargo Hook		
GPS			Convex Mirror		
High Skid Gear			Buckets (Appropriate Sizes)		
Nine-Pin Plug (Type III Helicopters Only)			Anti-Theft Security Measures in Place		
Comments:					

REQUIRED SERVICE TRUCK EQUIPMENT INSTALLED AND OPERATIVE (CONSULT CONTRACT)					
Item	**Yes**	**No**	**Item**	**Yes**	**No**
Spare Set of Filters			Filter Change Data Placarded		
Fire Extinguisher(s) Current Inspection			Bonding Cables		
Hazmat Marking and Placards			Fuel Quality Control Log		
Inspection Sticker			Absorbent Materials for Spills		
Beginning Odometer Reading:					
Comments:					

Signature of Inspecting Govt. Representative & Pilot	Print Name	Date

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

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 # :**

1. Was the helicopter kept clean and neat?

DOES NOT MEET REQUIREMENTS	**1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐**	**EXCEEDS ALL REQUIREMENTS**

QUALITY COMMENTS:

2. Did the fuel truck provide reliable service?

DOES NOT MEET REQUIREMENTS	**1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐**	**EXCEEDS ALL REQUIREMENTS**

QUALITY COMMENTS:

3. Did the company keep you fully informed on the condition of the crew, helicopter, and fuel truck? Yes ☐ No ☐

DOES NOT MEET REQUIREMENTS	**1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐**	**EXCEEDS ALL REQUIREMENTS**

QUALITY COMMENTS:

4. Did the contractor abide by all provisions 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 with this contractor? Yes ☐ No ☐

DOES NOT MEET REQUIREMENTS	**1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐**	**EXCEEDS ALL REQUIREMENTS**

COST CONTROL COMMENTS:

6. Was the crew and helicopter supported by the company in a timely manner? Yes ☐ No ☐

TIMELINESS OF PERFORMANCE COMMENTS:

7. During any mechanical problems, were you informed of the problem and the progress of the work being done to fix the aircraft? Yes ☐ No ☐

DOES NOT MEET REQUIREMENTS	**1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐**	**EXCEEDS ALL REQUIREMENTS**

TIMELINESS OF PERFORMANCE COMMENTS:

8. Did the flight crew/fuel truck/mechanic arrive on time each day? Yes ☐ No ☐

DOES NOT MEET REQUIREMENTS	**1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐**	**EXCEEDS ALL REQUIREMENTS**

TIMELINESS PERFORMANCE COMMENTS:

9. Were crew changes handled with little or no confusion, and, was there a briefing between crew members being exchanged? Yes ☐ No ☐

DOES NOT MEET REQUIREMENTS	**1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐**	**EXCEEDS ALL REQUIREMENTS**

BUSINESS RELATIONS COMMENTS:

10. Were you treated like a preferred customer? Yes ☐ No ☐

DOES NOT MEET REQUIREMENTS	**1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐**	**EXCEEDS ALL REQUIREMENTS**

BUSINESS RELATIONS COMMENTS:

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 16
DEPARTMENT OF LABOR WAGE DETERMINATION

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

/s/William W. Gross

WILLIAM W. GROSS
Director

Division of
Wage Determinations

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

Wage Determination No: 1995-0222
Revision No: 17
Date of Last Revision: 05/27/2004

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

** Fringe Benefits Required Follow the Occupational Listing **

Employed on U.S. Government contracts for aerial photographer, aerial seeding, aerial spraying, transportation of personnel and cargo, fire reconnaissance, administrative flying, fire detection, air taxi mail service, and other flying services.

CODE	OCCUPATION TITLE	MINIMUM WAGE RATE
(not set)	Aerial Photographer	11.12
(not set)	First Pilot (Co-Pilot)	20.28
31010	Airplane Pilot	22.28

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS.

HEALTH & WELFARE $2.59 an hour or $103.60 a week or $448.93 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 ant the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year; New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. (A Contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved) (See 29 CFR 4.174)

VACATION (Hawaii): 2 weeks paid vacation after 1 year of service with a Contractor or successor, 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor of successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility (Reg. 29 CFR 4.173)

HEALTH & WELFARE (Hawaii): $1.09 an hour for all employees on whose behalf the Contractor provides health care benefits pursuant to thee Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be $2.36. For information regarding the Hawaii prepaid Health Care Act, please contact the Hawaii Employers Council.

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regarding and cleaning of artillery ranges.

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

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as lacerations of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like, minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of the Contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The Contractor or Subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all Contractors and Subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of “wash and wear” materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the Contractor, by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:

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

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE [Standard Form 1444 (SF 1444)]

Conformance Process:

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

The process for preparing a conformance request is as follows:

1) When preparing the bid, the Contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the Contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job descriptions(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency’s recommendations and pertinent information including the position of the Contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4).

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 16
DEPARTMENT OF LABOR WAGE DETERMINATION (Cont)

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the Contractor.

6) The Contractor informs the affected employees.

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

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

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

Aerial Photographer

The aerial photographer must be skilled in reading flight maps, capable of assisting the pilot to adhere to flight lines, be able to level and operate a cartographic camera and its auxiliary equipment mounted in the aircraft so that the photographs that are taken will have the required forward lap and side lap for use in photogrammetric mapping equipment, and possess a working knowledge of aerial films and camera filters to insure proper exposure of the films.

First Officer (Co-Pilot)

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

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 17
RAPPEL REQUIREMENTS

For Rappel Operations the following paragraphs in sections of C-8, Contractor Furnished Avionics Systems, are deleted and replaced with the following paragraphs:

E. Audio Control Systems

General

Two audio control systems (which may be combined in a single unit) shall be installed providing the pilot and observer/co-pilot separate systems. Each system shall provide pilot and observer/co-pilot with separate controls for selection of multiple receiver audio outputs and transmitter microphone/push-to-talk (PTT) audio inputs. Each system shall also provide pilot and observer/co-pilot with separate controls for adjustment of both ICS and receiver audio output levels. The spotter's position shall be capable of fully utilizing the observer/co-pilot's audio control system (N/A on helicopters requiring two pilots). If the observer/co-pilot's audio control system cannot be fully utilized by the spotter, then an additional audio control system (third audio control system) shall be installed for the spotter's use in the passenger area.

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. The spotter shall be able to transmit on any radio via the observer/co-pilot's audio control system or the third audio control system (if installed).

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. All aft passenger positions (two positions minimum) shall monitor the receiver(s) as selected by the observer/co-pilot. If a third audio control system is installed, then the spotter and aft passenger positions shall monitor the receiver(s) as selected by the third audio control system.

J. Push-to-Talk Systems

Separate PTT switches shall be provided for radio transmitter and ICS microphone operation at the pilot, observer/copilot, and spotter 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 the earphone/microphone connector. In lieu of the observer/co-pilot's cord mounted PTT switches, a foot switch operated PTT system may be utilized. In aircraft requiring two pilots the observer/co-pilot's PTT system may be on the cyclic control.

The spotter's PTT switches shall be mounted on the cord to the earphone/microphone connector with the cord being sufficiently long enough to allow the spotter to reach all aft cabin doors and view directly under the helicopter without unclipping the cord from their flight suit. The aft exit passenger positions shall be equipped with an ICS PTT switch mounted on a cord to the earphone/microphone connector (two positions minimum).

K. Intercommunications Systems (ICS)

An ICS system shall be provided for the pilot, observer/co-pilot, spotter, and the aft exit passenger positions. 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, observer/co-pilot, and spotter. ICS sidetone audio shall be provided for the earphone corresponding with the microphone in use.

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 17
RAPPEL REQUIREMENTS (Cont)

Approval for Rappelling Anchors

There are two options for approval:

1. FAA Approval (STC) - Design shall be compatible with standardization efforts in the Interagency rappel program.

2. Interagency Approval.

Before installing commercially available designs or initiating a new design contact either:

National Interagency Fire Center
Attn: National Operations Specialist
3833 S Development Avenue
Boise, ID 83705
Tel 208-387-5634

Missoula Technology and Development Center
Attn: Keith Windell
5785 Highway 10 West
Missoula, MT 59808-9361
Tel 406-329-3956

Specific FAA STC'd rappel anchors have been approved for use in the following aircraft by the Interagency Rappel Working Group:

Bell 206 L-1, L-3, L-4 (source 1)

Bell 407 (source 2)

Bell 212, 412, 205, 214 (source 1)

Eurocopter AS 350B2, B3 (source 1 or 3) (Floor and an overhead designs are licensed to both sources. Check with contracting officer to find out which design they want.)

Aloutte III (SA 316 B) (source 1 or 3)

These STC-PMA'd anchors may be purchased from:

Source 1
Heli-Tech 4681 Isabelle Street
Eugene, OR 97402
Tel. 541-344-2304

Source 2
Aeronautical Accessories
P. O. Box 3689
Bistol, TN 37625-3689
Tel. 423-538-5151

Source 3
Van Horn Aviation
1000 E. Vista Del Cerro Drive
Tempe, AZ 85281
Tel. 480-483-4202

SECTION C
DESCRIPTION/SPECIFICATIONS/EXHIBITS

EXHIBIT 17
RAPPEL REQUIREMENTS (Cont)

The FS has approved three non-STC'd anchors for use in Interagency operations. (The FS has no control over the availability of these designs):

- Sikorsky S-58ET (Aris Helicopters)
- Sikorsky S-58HT (Construction Helicopters)
- Sikorsky S-61N (Coulson Aircrane)

Rappel Anchor Inspection

The owner shall assure that the rappel anchor is in condition to perform. STC'd rappel anchor kits will have Instructions for Continued Airworthiness.

The rappel anchors shall be visually inspected before and after each rappel operation. An annual inspection will also be conducted. The manufacturer of the anchor is responsible for developing a maintenance inspection, which ensures the continued airworthiness of the anchor. The owner of the anchor is responsible for ensuring that the inspection(s) are conducted. Critical inspection of metal components can be achieved using magnaflux, x-ray, sonics or dye-penetrate. No welding or major repairs will be accomplished without prior approval of a USDA Forest Service or Department of the Interior Contracting Officer. Major repairs shall only be performed by the STC holder or manufacturer.

All non-STC'd rappel anchors shall be fabricated in accordance with the materials specified in the engineering drawings supplied to and approved by the FS and DOI. These anchors shall be installed with an FAA field approval. The 337 will include installation instructions and type of hardware. Development of an inspection routine for a non-STC'd rappel anchor is up to the anchor's designer (a copy of the inspections) and interval shall be sent to the Missoula Technology & Development Center. If there are any special inspections that are needed to assure continued airworthiness they will have to be complied with at time of rappel anchor installation and any subsequent inspection periods. The anchor will be inspected as part of the helicopter equipment.

SECTION D
CONTRACT CLAUSES

(Note to CO: review and update all FAR references and clauses prior to issuing)

D-1 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (FAR 52.212-5) (Jan 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
(1) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
(2) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
[*Contracting Officer check as appropriate*.]
_**X** (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
__ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).
__ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
__ (4)(i) 52.219-5, Very Small Business Set-Aside (June 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
__ (ii) Alternate I (Mar 1999) of 52.219-5.
__ (iii) Alternate II (June 2003) of 52.219-5.
_**X** (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
__ (ii) Alternate I (Oct 1995) of 52.219-6.
__ (iii) Alternate II (Mar 2004) of 52.219-6.
__ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
__ (ii) Alternate I (Oct 1995) of 52.219-7.
__ (iii) Alternate II (Mar 2004) of 52.219-7.
__ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
__ (8)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2002) (15 U.S.C. 637(d)(4).
__ (ii) Alternate I (Oct 2001) of 52.219-9.
__ (iii) Alternate II (Oct 2001) of 52.219-9.
_**X** (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a) (14)).
__ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (June 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
__ (ii) Alternate I (June 2003) of 52.219-23.
__ (11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
__ (12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
__ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
__ (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
__ (15) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (June 2004) (E.O. 13126).
__ (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
_**X** (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
_**X** (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
_**X** (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
_**X** (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
__ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
__ (22)(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 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
__ (23) 52.225-1, Buy American Act-Supplies (June 2003) (41 U.S.C. 10a-10d).
__ (24)(i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (Jan 2005) (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).
__ (ii) Alternate I (Jan 2004) of 52.225-3.
__ (iii) Alternate II (Jan 2004) of 52.225-3.

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__ (25) 52.225-5, Trade Agreements (Jan 2005) (19 U.S.C. 2501, *et seq*., 19 U.S.C. 3301 note).
__ (26) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
__ (27) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).
__ (28) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).
__ (29) 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)).
__ (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
X (31) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
__ (32) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
__ (33) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
__ (34) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
__ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 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, as Amended (May 1989) (41 U.S.C. 351, *et seq*.).
__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq*.).
X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (May 1989) (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) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, *et seq*.).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.
(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-
(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $500,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
(vi) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq*.).
(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

SECTION D
CONTRACT CLAUSES

(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.

(*Note: Use **this** Clause D-2 in solicitations with Base Year pricing **ONLY.** Also, review/update the 'price per gallon' cited below in (2) Specified Flight and Optional Rates Portion)*

D-2 ECONOMIC PRICE ADJUSTMENT

(1) SPECIFIED AND OPTIONAL FLIGHT RATES (NON-FUEL PORTION), MANDATORY AVAILABILITY AND EXTENDED STANDBY RATES

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

(A) The Non-Fuel Portion of the Specified Flight and Optional Flight Rates will be affected by:

TABLE 6 – PRODUCER PRICE INDEXES

1. Commodity Group 1423 – Aircraft Engines and Engine Parts

2. Commodity Group 1425 – Aircraft Parts and Auxiliary Equipment

AVERAGE OF PERCENT CHANGES X 100 PERCENT OF LAST ADJUSTED RATE

The new rate will be derived by multiplying the average of the percentage changes of (1) and (2) times the rate in effect for the year immediately prior to the year in which the renewal is effective. The result will be added to or subtracted from the existing rate to become the newly adjusted rate (rounded to the next dollar).

(B) The Mandatory Availability Rate will be affected by:

TABLE 5 – PRODUCER PRICE INDEXES

Service Industry 481210 – Nonscheduled Air Transportation

ACTUAL PERCENT CHANGE X 75% OF LAST ADJUSTED RATE

The new Mandatory Availability Rate will be derived by multiplying the actual percent change in the index times 75% of the rate in effect for the year immediately prior to the year in which the renewal is effective. The remaining percent (25%) calculation will be adjusted in accordance with Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts). The results (75% and 25% adjustments) will be added to or subtracted from the contract rate to become the newly adjusted rate (rounded to the next dollar).

NOTE: WHEN THE CONTRACTOR DETERMINES THAT THE ECONOMIC ADJUSTMENT DOES NOT COVER AN INCREASE IN LABOR RATES AS A RESULT OF A NEW WAGE DETERMINATION, IT IS THE CONTRACTOR'S RESPONSIBILITY TO DOCUMENT SUCH INCREASES AND REQUEST ANY APPROPRIATE ADJUSTMENTS. SUCH AN ADJUSTMENT WILL BE MADE IN ACCORDANCE WITH THE FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS). ACTUAL PAYROLL SERVICE CONTRACT ACT CLAUSE.

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(C) Extended Standby Rate will be affected by:

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

In the event a substantial revision to the method of calculating an Index is used by the Bureau of Labor Statistics, US Department of Labor, or the index is discontinued; the Contracting Officer will select a comparable Index for use under the contract. The Index chosen will be either a current Index in use or a comparable Index prepared by the Bureau of Labor Statistics, US Department of Labor, prepared at the request of the Contracting Officer. Also, at any time the Bureau of Labor Statistics adds an index that is more appropriate or applicable to the contract, the Contracting Officer may elect to make substitution for an already existing Index.

The newly adjusted rates will become effective annually on FEBRUARY 16 of each year. The basis for establishing the new rates will be the changes in the Index over the calendar year immediately prior to the year of the annual adjustment.

The change to the Index will be determined by computing the percent change from the last Index for the calendar year using the January thru December annual average Index unadjusted Index figures as they appear in the publication “Producer Price Indexes” Bureau of Labor Statistics, US Department of Labor.

(2) SPECIFIED "FLIGHT" AND "OPTIONAL RATES PORTION”

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 $3.44 per gallon The unit prices are an average of the lowest unit price for aviation fuel Nationwide. Variations in unit prices used in determining flight rate adjustment amounts will be established by using the average of the lowest unit price for aviation fuel at the following locations:

(i) MERCURY AVIATION (RENO AIR SERVICE), Fresno, CA
(ii) CUTTER FL YING SERVICE, Albuquerque, NM
(iii) CUTTER AVIATION, Phoenix, AZ
(iv) FLIGHTCRAFT, Portland, OR
(v) MILLIONAIRE, Salt Lake City, UT (Interwest Jet)
(vi) WESTERN AIRCRAFT MAINTENANCE, Boise, ID
(vii) MINUTEMAN AVIATION, Missoula, MT
(viii) WEST STAR AVIATION, Grand Junction, CO
(ix) MERCURY AVIATION (RENO AIR SERVICE), Reno, NV
(x) WINGS OF WENATCHEE, Wenatchee, WA
(xi) EPPS AVIATION, Atlanta, GA
(xii) KNOXAIR, Alcoa, TN
(xiii) 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 MAY16, 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% of the initial contract rates.

*(Note: Use **this** Clause D-2 for solicitations for Base Year AND Option Periods.)*

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D-2 Economic Price Adjustment Specified Flight Rate Contracts

(1) 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

(2) 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 $3.44 per gallon. The unit prices are an average of the lowest unit price for aviation fuel Nationwide. Variations in unit prices used in determining flight rate adjustment amounts will be established by using the average of the lowest unit price for aviation fuel at the following locations:

(i) MERCURY AVIATION (RENO AIR SERVICE), Fresno, CA
(ii) CUTTER FL YING SERVICE, Albuquerque, NM
(iii) CUTTER AVIATION, Phoenix, AZ
(iv) FLIGHTCRAFT, Portland, OR
(v) MILLIONAIRE, Salt Lake City, UT (Interwest Jet)
(vi) WESTERN AIRCRAFT MAINTENANCE, Boise, ID
(vii) MINUTEMAN AVIATION, Missoula, MT
(viii) WEST STAR AVIATION, Grand Junction, CO
(ix) MERCURY AVIATION (RENO AIR SERVICE), Reno, NV
(x) WINGS OF WENATCHEE, Wenatchee, WA
(xi) EPPS AVIATION, Atlanta, GA
(xii) KNOXAIR, Alcoa, TN
(xiii) 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% of the initial contract rates.

(3) DAILY AVAILABILITY RATE

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

D-3 Property and Personal Damage

(1) The Contractor shall use every precaution necessary to prevent damage to public and private property.

(2) 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.

SECTION D
CONTRACT CLAUSES

(3) 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.**

(4) 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.

(5) 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.

(6) 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-4 Option to Extend the Term of the Contract (FAR 52.217-9) (MAR 2000)

(1) 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.

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

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

D-5 Optional-Use Period

Outside the Mandatory Availability Period and any extensions thereof, the Government may need service on an intermittent basis. Orders may be placed subject to acceptance by the Contractor. The Contractor may agree to provide service at the contract daily availability rate plus specified flight rate (applies to daily availability contracts only) or at the optional-use hourly flight rate. If accepted, all terms and conditions of the contract will apply.

D-6 Statement of Equivalent Rates for Federal Hires (FAR 52.222-42) (MAY 1989)

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
Pilot	GS-12	$31.69
Aircraft Co-Pilot	GS-11	$26.44
Aircraft Mechanic-Journeyman	GS-11	$26.44
Aircraft Mechanic – Junior	GS-9	$21.85
Aircraft Mechanic – Helper	GS-6	$16.08
Service Truck Driver	GS-5	$14.43

SECTION E
SOLICITATION PROVISIONS

(Note: Section E can be tailored to fit your individual procurement. Remember to check for most current FAR reference.)THIS WHOLE SECTION NEEDS TO BE DISCUSSED AT OUR ACO MEETING

E-1 INSTRUCTIONS TO OFFEROR-COMMERCIAL ITEMS (FAR 52.212-1) (JAN 2004) (TAILORED/ADDENDA)

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

(b) **Submission of offers.** Your offer must consist of the following:

(1) Standard Form 1449, Solicitation/Contract/Order for Commercial Items, with blocks 17, and 30 completed by you.

(2) Section B - Schedule of Items, Requirements and Prices with your proposed prices inserted in the appropriate spaces.

(3) Section E, Offeror Representations and Certifications – Commerical Items (FAR 52.212-3), completed by you or electronically in accordance with the clause.

(4) Acknowledgment of Solicitation Amendments (if any).

(5) Include information identified in E-2. The Offeror's past experience verify that points of contact, telephone, and facsimile numbers are valid.

(6) **No facsimile (FAX) offers will be accepted**

(7) Please contact the Contracting Officer by telephone or in writing (facsimile) if you do not understand any part of these instructions.

(g) **Contract Award**. **We intend to evaluate offers and award a contract 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.

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

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

(a) The Government will award a contract to the responsible offeror on the basis of price and other factors including load calculation, past performance, experience, safety, qualifications of pilots, mechanics, fuel truck driver, equipment, and maintenance being offered under this solicitation and resulting contract.

(b) Offeror's quotation shall include a separate document covering the following information and a Standard Interagency Load Calculation Form (Exhibit 13) based on B.6 Aircraft Performance Specifications. This information will be used to evaluate offers.

(1) Company Qualifications

Experience in this type of work.
Safety record and program. (E-6 Summary of Accidents or provide NTSB# in E-4 Offeror's Checklist)
Past performance (E-5 Offeror's Past Performance and Organizational Experience)

(2) Identify who will perform the following duties under the contract and their experience in this type of work.

Primary Pilot(s) and relief Pilots
Mechanic(s)
Fuel Truck Driver(s)

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(3) Equipment:

Type of Aircraft, Capability of Aircraft being offered
Fuel Servicing Vehicle.

(4) Aircraft Maintenance:

Maintenance Facility
Plan for field maintenance

(5) Price

The Daily Availability rate including option years and specified flight rate will be used in the evaluation of the price using the estimated hours in B-14.

E-3 Offeror Representations and Certifications-Commercial Items (FAR 52.212-3) (Jan 2005)

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

"Service-disabled veteran-owned small business concern"-
(1) Means a small business concern-
(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

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

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

"Women-owned small business concern" means a small business concern-
(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
(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.)

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SOLICITATION PROVISIONS

(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) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.
(1) *Small business concern*. The offeror represents as part of its offer that it ☐is, ☐is not a small business concern.
(2) *Veteran-owned small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents as part of its offer that it ☐is, ☐is not a veteran-owned small business concern.
(3) *Service-disabled veteran-owned small business concern*. [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision*.] The offeror represents as part of its offer that it ☐is, ☐is not a service-disabled veteran-owned small business concern.
(4) *Small disadvantaged business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents, for general statistical purposes, that it ☐is, ☐is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
(5) *Women-owned small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents that it ☐is, ☐is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern)*. [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents that it ☐is a women-owned business concern.
(7) *Tie bid priority for labor surplus area concerns*. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:
_____
(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. *[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]*

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(i) [*Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four 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 four designated industry groups (DIGs).*] Offeror represents as follows:

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

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

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
__ 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) [*Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status*.]

(i) *General.* The offeror represents that either-

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

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

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

(10) *HUBZone small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents, as part of its offer, that-

(i) It ☐is, ☐is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐is, ☐is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture*: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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(i) It ☐has, ☐has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
(ii) It ☐has, ☐has not filed all required compliance reports.
(2) *Affirmative Action Compliance*. The offeror represents that-
(i) It ☐has developed and has on file, ☐has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
(ii) It ☐has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352*). (Applies only if the contract is expected to exceed $100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act-Supplies, is included in this solicitation.)
(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."
(2) Foreign End Products:

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

[List as necessary]

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

(g)(1) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)
(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."
(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

End Products of Australia, Canada, Chile, Mexico, or Singapore or Israeli End Products:

Line Item No.	Country of Origin
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin

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_____	_____
_____	_____
_____	_____

[List as necessary]

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

(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.
_____
_____
_____

[List as necessary]

(3) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____

[List as necessary]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

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

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549*). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

(1) ☐Are, ☐are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐Have, ☐have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐Are, ☐are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor fo*r Listed End Products (Executive Order 13126*). [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b)*.]

(1) *Listed end products*.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) *Certification*. [*If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block*.]

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) *Annual Representations and Certifications*. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at *http://orca.bpn.gov* . After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[*Offeror to identify the applicable paragraphs at (b) through (i) 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.]

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E-4 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 ☐ Has your company experienced any NTSB reportable aircraft accidents/incidents in the past 36-months?

If "Yes" provide the NTSB accident/incident report number(s) in the spaces below.

NTSB# NTSB# _____ NTSB# _____
_____

Yes ☐ No ☐ Has your company experienced any FAA enforcement actions(s) in the past 36-months? If "Yes" enclose a narrative explaining each event with your offer.

Yes ☐ No ☐ Have your pilots experienced any accidents, incident, and enforcement action(s) in the past 36-months? If "Yes" enclose a narrative explaining each event with your offer.

Yes ☐ No ☐ Does your aircraft meet all the required specifications of the solicitation?

Yes ☐ No ☐ Have you enclosed a current weight and balance for each aircraft offered?

Yes ☐ No ☐ 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? Is your daily availability divisible by 56?

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 http://orca.bpn.gov ?

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E-5 OFFEROR'S PAST PERFORMANCE AND ORGANIZATIONAL EXPERIENCE

Verify the points of contact telephone and facsimile numbers are valid. (Attach additional sheets as needed).

Offeror Name:

1. How many years has your organization been operating under your present business?

2. How many years experience in contracting for Helicopter Services has your organization had as a:
(1) prime Contractor? _____; (2) sub-contractor? _____.

3. List below all contracts your organization has had for Helicopter Services within the past 36-months:

Contract Amount	Type of Contract	Date Completed	Name, Address and Phone Number of person to contact for information on project (contact must be current with working telephone number)

4. Identity what, if any, problems were encountered under the above identified project(s), and what, if any, corrective action was taken by you as the Contractor.

SECTION E
SOLICITATION PROVISIONS

E.6 SUMMARY OF ACCIDENTS

(This information is for the previous 36 months or since the offeror has been in business if less than 36 months)

(Attach additional sheets if necessary)

1. Total Hours _____

2. Total Number Accidents _____ (If none, enter NONE)

3. Accident Date _____

4. Accident Time _____

5. Accident Location _____

6. Aircraft Type/No. _____

7. Injury, Death or Damage _____

8. Reported FAA _____

9. Description of accident (including mission, cause, and extent of damage)
_____
_____
_____
_____
_____
_____

10. Describe effort taken to eliminate the same kind of accident. (Attach separate sheets as necessary.)

_____
_____
_____
_____