

## SECTION A - REQUIREMENTS AND PRICES

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## SECTION A - REQUIREMENTS AND PRICES

### SECTION A – REQUIREMENTS AND PRICES

#### CONTRACT ACRONYMS

AC	Advisory Circular	TSO	technical service order
AD	Airworthiness Directive	UL	Underwriter’s Laboratory
AMD	Aviation Management Directorate	USDA	United States Department of Agriculture
A&P	airframe and power plant	VFR	visual flight rules
APCO	Association of Public-Safety Communications Officials	VNE	velocity never exceed
ASM	Aviation Safety Manager	VOX	voice activation
ASO	Aviation Safety Office	VSWR	voltage standing wave ratio
ASTM	American Society for Testing and Material		
ATC	air traffic control		
CFR	Code of Federal Regulations		
CO	Contracting Officer		
COR	Contracting Officer’s Representative		
COTR	Contracting Officer’s Technical Representative		
CTCSS	continuous tone coded squelch system		
DM	degrees/minutes/decimal minutes		
DOI	Department of Interior		
DOT	Department of Transportation		
ELT	emergency locator transmitter		
EPA	Environmental Protection Agency		
ERG	Emergency Response Guidebook		
FAA	Federal Aviation Administration		
FAR	Federal Acquisition Regulations		
FS	Forest Service		
FTR	Federal Travel Regulations		
GVW	gross vehicle weight		
GPM	gallons per minute		
GPS	global positioning system		
HIGE	hover-in-ground effect		
HOGE	hover-out-of-ground effect		
IAT	interagency aviation training		
ICAO	International Civil Aviation Organization		
ICS	intercom system		
IFR	instrument flight rules		
IP	Institute of Petroleum		
MMSB	Manufacturer’s Mandatory Service Bulletins		
NBC	National Business Center		
NFPA	National Fire Protection Association		
NTSB	National Transportation Safety Board		
NWCG	National Wildfire Coordinating Group		
PA	public address system		
PFD	personal flotation device		
PIC	pilot-in-command		
PPE	personal protective equipment		
PSD	plastic sphere dispenser		
PSI	pounds per square inch		
PTT	push to talk		
RFP	Request for Proposals		
RPM	revolutions per minute		
SFI	Safety Foundation Incorporated		
STEP	Single-skid, Toe-In and Hover Exit/Entry Procedures		
TBO	time between overhaul		

## SECTION A - REQUIREMENTS AND PRICES

### SCHEDULE OF SERVICES

#### A1 Item Requirement

ITEM	DESCRIPTION
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<u>Aircraft Requirement:</u>	One light helicopter equipped as specified in Section B.
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<u>Fuel Servicing Vehicle Requirement:</u>	One vehicle equipped as specified in Section B.
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<u>Crew Requirements:</u>	Pilot-in-Command (PIC), Fuel Servicing Vehicle Driver, Relief PIC, Relief Fuel Servicing Vehicle Driver.
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#### Minimum Aircraft Requirements

Seating:	Three insured passenger seats not including pilot, but including copilot seat normally single-pilot operated.
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Powerplant:	Turbine engine with a minimum of 317 (takeoff) horsepower
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Payload:	Jettisonable payload (HOGE) of 550 pounds at 30 degrees C at 5,000 feet pressure altitude using a pilot weight of 200 pounds and 1.5 hours total fuel.
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Payload amounts shall be computed by using the Government's Standard Interagency Load Calculation Method and Form and the Helicopter Fuel Consumption and Weight Reduction Chart included under Section C Exhibits along with the offered aircraft's applicable Hover Ceiling Charts, weight and balance report, and equipment list that you provide.

**SECTION A - REQUIREMENTS AND PRICES**

**SCHEDULE OF SERVICES**

**A2 ITEM 1 PRICING - 3 PASSENGER SEAT AIRCRAFT**

Complete shaded areas only

OFFEROR'S NAME		PRINCIPAL BASE OF OPERATION			
MAKE/MODEL/SERIES (aircraft identified must be at the same rates)		FAA REGISTRATION NUMBER	INSURED PAX SEATS	CHECK ONE - POWERPLANT (Turbine engine with a minimum of 317 (takeoff) horsepower)	
		N		<input type="checkbox"/> YES	<input type="checkbox"/> NO
		N		<input type="checkbox"/> YES	<input type="checkbox"/> NO
		N		<input type="checkbox"/> YES	<input type="checkbox"/> NO
ITEM	PERIOD	DESCRIPTION	PAY ITEM	UNIT	UNIT PRICE
<b>DAILY AVAILABILITY PRICE PER DAY – C31</b>					
0001AA	5/1/13 - 4/30/14	Daily Availability – 1 <sup>ST</sup> YEAR	AV	DAY	\$
0001AB	5/1/14 - 4/30/15	Daily Availability – 2 <sup>ND</sup> YEAR (Option Year 1)	AV	DAY	\$
0001AC	5/1/15 - 4/30/16	Daily Availability – 3 <sup>RD</sup> YEAR (Option Year 2)	AV	DAY	\$
0001AD	5/1/16- 4/30/17	Daily Availability – 4 <sup>th</sup> YEAR (Option Year 3)	AV	DAY	\$
<b>PROJECT FLIGHT RATE – C32</b>					
0001AE	5/1/13 - 4/30/14	Project Flight Rate - 1 <sup>ST</sup> YEAR	P24	HOUR	\$
0001AF	5/1/14 - 4/30/15	Project Flight Rate - 2 <sup>ND</sup> YEAR (Option Year 1)	P24	HOUR	\$
0001AG	5/1/15 - 4/30/16	Project Flight Rate - 3 <sup>RD</sup> YEAR (Option Year 2)	P24	HOUR	\$
0001AH	5/1/16- 4/30/17	Project Flight Rate – 4 <sup>th</sup> YEAR (Option Year 3)	P24	HOUR	\$
<b>OPTIONAL ACCESSORY EQUIPMENT</b>					
	<b>Check if offering</b>	<b>Pricing offered will be applicable for all years unless pricing permits otherwise</b>			
0001AI		Long line/remote hook/must have vertical reference pilot capability	N/A	N/A	No charge
0001AJ		Snow landing equipment	SC	N/A	No charge
0001AK		AgNav GPS mapping system	P05	DAY	\$
			P06	HOUR	\$
0001AL		Litter Kit	P20	DAY	\$
0001AM		Seeder with capacity commensurate for the helicopter offered	P26	DAY	\$
0001AN		Seeder / Mixer Loader	P27	DAY	\$
0001AO		Concrete bucket with capacity commensurate for the helicopter offered	P07	DAY	\$

**SECTION A - REQUIREMENTS AND PRICES**

**A2 ITEM 2 PRICING – 4 PASSENGER SEAT AIRCRAFT**

Complete shaded areas only

OFFEROR'S NAME		PRINCIPAL BASE OF OPERATION			
MAKE/MODEL/SERIES (aircraft identified must be at the same rates)		FAA REGISTRATION NUMBER	INSURED PAX SEATS	CHECK ONE - POWERPLANT (Turbine engine with a minimum of 317 (takeoff) horsepower)	
		N		<input type="checkbox"/> YES	<input type="checkbox"/> NO
		N		<input type="checkbox"/> YES	<input type="checkbox"/> NO
		N		<input type="checkbox"/> YES	<input type="checkbox"/> NO
ITEM	PERIOD	DESCRIPTION	PAY ITEM	UNIT	UNIT PRICE
<b>DAILY AVAILABILITY PRICE PER DAY – C31</b>					
0002AA	5/1/13 - 4/30/14	Daily Availability – 1 <sup>ST</sup> YEAR	AV	DAY	\$
0002AB	5/1/14 - 4/30/15	Daily Availability – 2 <sup>ND</sup> YEAR (Option Year 1)	AV	DAY	\$
0002AC	5/1/15 - 4/30/16	Daily Availability – 3 <sup>RD</sup> YEAR (Option Year 2)	AV	DAY	\$
0002AD	5/1/16- 4/30/17	Daily Availability – 4 <sup>th</sup> YEAR (Option Year 3)	AV	DAY	\$
<b>PROJECT FLIGHT RATE – C32</b>					
0002AE	5/1/13 - 4/30/14	Project Flight Rate - 1 <sup>ST</sup> YEAR	P24	HOUR	\$
0002AF	5/1/14 - 4/30/15	Project Flight Rate - 2 <sup>ND</sup> YEAR (Option Year 1)	P24	HOUR	\$
0002AG	5/1/15 - 4/30/16	Project Flight Rate - 3 <sup>RD</sup> YEAR (Option Year 2)	P24	HOUR	\$
0002AH	5/1/16- 4/30/17	Project Flight Rate – 4 <sup>th</sup> YEAR (Option Year 3)	P24	HOUR	\$
<b>OPTIONAL ACCESSORY EQUIPMENT</b>					
	<b>Check if offering</b>	<b>Pricing offered will be applicable for all years unless pricing permits otherwise</b>			
0002AI		Long line/remote hook/must have vertical reference pilot capability	N/A	N/A	No charge
0002AJ		Snow landing equipment	SC	N/A	No charge
0002AK		AgNav GPS mapping system	P05	DAY	\$
			P06	HOUR	\$
0002AL		Litter Kit	P20	DAY	\$
0002AM		Seeder with capacity commensurate for the helicopter offered	P26	DAY	\$
0002AN		Seeder / Mixer Loader	P27	DAY	\$
0002AO		Concrete bucket with capacity commensurate for the helicopter offered	P07	DAY	\$

**SECTION A - REQUIREMENTS AND PRICES**

**A2 ITEM 3 PRICING – 5 PASSENGER SEAT AIRCRAFT**

Complete shaded areas only

OFFEROR 'S NAME		PRINCIPAL BASE OF OPERATION			
MAKE/MODEL/SERIES (aircraft identified must be at the same rates)		FAA REGISTRATION NUMBER	INSURED PAX SEATS	CHECK ONE - POWERPLANT (Turbine engine with a minimum of 317 (takeoff) horsepower)	
		N		<input type="checkbox"/> YES	<input type="checkbox"/> NO
		N		<input type="checkbox"/> YES	<input type="checkbox"/> NO
		N		<input type="checkbox"/> YES	<input type="checkbox"/> NO
ITEM	PERIOD	DESCRIPTION	PAY ITEM	UNIT	UNIT PRICE
<b>DAILY AVAILABILITY PRICE PER DAY – C31</b>					
0003AA	5/1/13 - 4/30/14	Daily Availability – 1 <sup>ST</sup> YEAR	AV	DAY	\$
0003AB	5/1/14 - 4/30/15	Daily Availability – 2 <sup>ND</sup> YEAR (Option Year 1)	AV	DAY	\$
0003AC	5/1/15 - 4/30/16	Daily Availability – 3 <sup>RD</sup> YEAR (Option Year 2)	AV	DAY	\$
0003AD	5/1/16- 4/30/17	Daily Availability – 4 <sup>th</sup> YEAR (Option Year 3)	AV	DAY	\$
<b>PROJECT FLIGHT RATE – C32</b>					
0003AE	5/1/13 - 4/30/14	Project Flight Rate - 1 <sup>ST</sup> YEAR	P24	HOUR	\$
0003AF	5/1/14 - 4/30/15	Project Flight Rate - 2 <sup>ND</sup> YEAR (Option Year 1)	P24	HOUR	\$
0003AG	5/1/15 - 4/30/16	Project Flight Rate - 3 <sup>RD</sup> YEAR (Option Year 2)	P24	HOUR	\$
0003AH	5/1/16- 4/30/17	Project Flight Rate – 4 <sup>th</sup> YEAR (Option Year 3)	P24	HOUR	\$
<b>OPTIONAL ACCESSORY EQUIPMENT</b>					
	<b>Check if offering</b>	<b>Pricing offered will be applicable for all years unless pricing permits otherwise</b>			
0003AI		Long line/remote hook/must have vertical reference pilot capability	N/A	N/A	No charge
0002AJ		Snow landing equipment	N/A	N/A	No charge
0003AK		AgNav GPS mapping system	P05	DAY	\$
			P06	HOUR	\$
0003AL		Litter Kit	P20	DAY	\$
0003AM		Seeder with capacity commensurate for the helicopter offered	P26	DAY	\$
0003AN		Seeder / Mixer Loader	P27	DAY	\$
0003AO		Concrete bucket with capacity commensurate for the helicopter offered	P07	DAY	\$

**SECTION A - REQUIREMENTS AND PRICES**

**A2 ITEM 4 PRICING – 6 PASSENGER SEAT AIRCRAFT**

Complete shaded areas only

OFFEROR'S NAME		PRINCIPAL BASE OF OPERATION			
MAKE/MODEL/SERIES (aircraft identified must be at the same rates)		FAA REGISTRATION NUMBER	INSURED PAX SEATS	CHECK ONE - POWERPLANT (Turbine engine with a minimum of 317 (takeoff) horsepower)	
		N		<input type="checkbox"/> YES	<input type="checkbox"/> NO
		N		<input type="checkbox"/> YES	<input type="checkbox"/> NO
		N		<input type="checkbox"/> YES	<input type="checkbox"/> NO
ITEM	PERIOD	DESCRIPTION	PAY ITEM	UNIT	UNIT PRICE
<b>DAILY AVAILABILITY PRICE PER DAY – C31</b>					
0004AA	5/1/13 - 4/30/14	Daily Availability – 1 <sup>ST</sup> YEAR	AV	DAY	\$
0004AB	5/1/14 - 4/30/15	Daily Availability – 2 <sup>ND</sup> YEAR (Option Year 1)	AV	DAY	\$
0004AC	5/1/15 - 4/30/16	Daily Availability – 3 <sup>RD</sup> YEAR (Option Year 2)	AV	DAY	\$
0004AD	5/1/16- 4/30/17	Daily Availability – 4 <sup>th</sup> YEAR (Option Year 3)	AV	DAY	\$
<b>PROJECT FLIGHT RATE – C32</b>					
0004AE	5/1/13 - 4/30/14	Project Flight Rate - 1 <sup>ST</sup> YEAR	P24	HOUR	\$
0004AF	5/1/14 - 4/30/15	Project Flight Rate - 2 <sup>ND</sup> YEAR (Option Year 1)	P24	HOUR	\$
0004AG	5/1/15 - 4/30/16	Project Flight Rate - 3 <sup>RD</sup> YEAR (Option Year 2)	P24	HOUR	\$
0004AH	5/1/16- 4/30/17	Project Flight Rate – 4 <sup>th</sup> YEAR (Option Year 3)	P24	HOUR	\$
<b>OPTIONAL ACCESSORY EQUIPMENT</b>					
	<b>Check if offering</b>	<b>Pricing offered will be applicable for all years unless pricing permits otherwise</b>			
0004AI		Long line/remote hook/must have vertical reference pilot capability	N/A	N/A	No charge
0004AJ		Snow landing equipment	N/A	N/A	No charge
0004AK		AgNav GPS mapping system	P05	DAY	\$
			P06	HOUR	\$
0004AL		Litter Kit	P20	DAY	\$
0004AM		Seeder with capacity commensurate for the helicopter offered	P26	DAY	\$
0004AN		Seeder / Mixer Loader	P27	DAY	\$
0004AO		Concrete bucket with capacity commensurate for the helicopter offered	P07	DAY	\$

**SECTION A - REQUIREMENTS AND PRICES**

**A2 ITEM 5 PRICING – 7 PASSENGER SEAT AIRCRAFT**

Complete shaded areas only

OFFEROR'S NAME		PRINCIPAL BASE OF OPERATION			
MAKE/MODEL/SERIES (aircraft identified must be at the same rates)		FAA REGISTRATION NUMBER	INSURED PAX SEATS	CHECK ONE - POWERPLANT (Turbine engine with a minimum of 317 (takeoff) horsepower)	
		N		<input type="checkbox"/> YES	<input type="checkbox"/> NO
		N		<input type="checkbox"/> YES	<input type="checkbox"/> NO
		N		<input type="checkbox"/> YES	<input type="checkbox"/> NO
ITEM	PERIOD	DESCRIPTION	PAY ITEM	UNIT	UNIT PRICE
<b>DAILY AVAILABILITY PRICE PER DAY – C31</b>					
0005AA	5/1/13 - 4/30/14	Daily Availability – 1 <sup>ST</sup> YEAR	AV	DAY	\$
0005AB	5/1/14 - 4/30/15	Daily Availability – 2 <sup>ND</sup> YEAR (Option Year 1)	AV	DAY	\$
0005AC	5/1/15 - 4/30/16	Daily Availability – 3 <sup>RD</sup> YEAR (Option Year 2)	AV	DAY	\$
0005AD	5/1/16- 4/30/17	Daily Availability – 4 <sup>th</sup> YEAR (Option Year 3)	AV	DAY	\$
<b>PROJECT FLIGHT RATE – C32</b>					
0005AE	5/1/13 - 4/30/14	Project Flight Rate - 1 <sup>ST</sup> YEAR	P24	HOUR	\$
0005AF	5/1/14 - 4/30/15	Project Flight Rate - 2 <sup>ND</sup> YEAR (Option Year 1)	P24	HOUR	\$
0005AG	5/1/15 - 4/30/16	Project Flight Rate - 3 <sup>RD</sup> YEAR (Option Year 2)	P24	HOUR	\$
0005AH	5/1/16- 4/30/17	Project Flight Rate – 4 <sup>th</sup> YEAR (Option Year 3)	P24	HOUR	\$
<b>OPTIONAL ACCESSORY EQUIPMENT</b>					
	<b>Check if offering</b>	<b>Pricing offered will be applicable for all years</b>			
0005AI		Long line/remote hook/must have vertical reference pilot capability	N/A	N/A	No charge
0005AJ		Snow landing equipment	N/A	N/A	No charge
0005AK		AgNav GPS mapping system	P05	DAY	\$
			P06	HOUR	\$
0005AL		Litter Kit	P20	DAY	\$
0005AM		Seeder with capacity commensurate for the helicopter offered	P26	DAY	\$
0005AN		Seeder / Mixer Loader	P27	DAY	\$
0005AO		Concrete bucket with capacity commensurate for the helicopter offered	P07	DAY	\$

**SECTION A - REQUIREMENTS AND PRICES**

**A2 ITEM 6 PRICING – MISCELLANEOUS ITEMS**

Complete shaded areas only

OFFEROR'S NAME		PRINCIPAL BASE OF OPERATION			
<b>HELITORCH (AERIAL IGNITION, PRESCRIBED FIRE, ETC.) CONTRACTOR FURNISHED</b>					
Contractor helitorch services will be paid at the aircraft offered rates for either daily availability and the current fixed flight rate OR at the project flight rate depending upon how the services were ordered and accepted. In addition the below items will be paid if incurred)					
ITEM	PERIOD	DESCRIPTION	PAY ITEM	UNIT	UNIT PRICE
AIRCRAFT MAKE/ MODEL		FAA REGISTRATION #	N	N	N
0006AA	5/1/13 - 4/30/14 (Base Year)	Daily rate for batch truck Includes helitorch equipment, two qualified personnel and any other costs not covered elsewhere (1/2 day use may apply – C31.1)	P17	DAILY	\$
0006AB	5/1/14 - 4/30/15 (Option Year 1)	Daily rate for batch truck Includes helitorch equipment, two qualified personnel and any other costs not covered elsewhere (1/2 day use may apply – C31.1)	P17	DAILY	\$
0006AC	5/1/15 - 4/30/16 (Option Year 2)	Daily rate for batch truck Includes helitorch equipment, two qualified personnel and any other costs not covered elsewhere (1/2 day use may apply – C31.1)	P17	DAILY	\$
0006AD	5/1/16- 4/30/17 (Option Year 3)	Daily rate for batch truck Includes helitorch equipment, two qualified personnel and any other costs not covered elsewhere (1/2 day use may apply – C31.1)	P17	DAILY	\$
0006AE	ALL YEARS	Batch truck mileage – is in lieu of fuel servicing vehicle	P18	MILE	\$
0006AF	ALL YEARS	Gel – paid per gallons used	SC	GALLON	ACTUAL COST
0006AG	ALL YEARS	Subsistence Allowance per Authorized Crew Member (max of 2)	PD	OVERNIGHT	PER FTR SCHEDULE
		Identify the number of torches available			
		Identify the number of batch vehicles available			
<b>OFFSHORE, VESSEL LANDINGS &amp; EXTENDED OVER WATER USE</b>					
Paid at the originally offered daily availability or project flight rate offered					
AIRCRAFT MAKE/ MODEL		FAA REGISTRATION #	N	N	N
0006AH	<input type="checkbox"/> Pop-out floats <input type="checkbox"/> Fixed floats	If fixed floats, the charge, if any for converting aircraft to and from the fixed floats	P12	LUMP SUM	\$
<b>INFRA RED AND FIRE MAPPING SYSTEMS</b>					
Contractor infra red/mapping services will be paid at the aircraft offered rates for either daily availability and the current fixed flight rate OR at the project flight rate depending upon how the services were ordered and accepted. In addition the below items will be paid if incurred)					
AIRCRAFT MAKE/ MODEL		FAA REGISTRATION #	N	N	N
0006AI	5/1/13 - 4/30/14 (Base Year)	Daily rate for support module vehicle to include all cameras and accessory system equipment, one qualified camera operator, etc. (1/2 day use may apply – C31.1)	P10	DAILY	\$
0006AJ	5/1/14 - 4/30/15 (Option Year 1)	Daily rate for support module vehicle to include all cameras and accessory system equipment, one qualified camera operator, etc. (1/2 day use may apply – C31.1)	P10	DAILY	\$
0006AK	5/1/15 - 4/30/16 (Option Year 2)	Daily rate for support module vehicle to include all cameras and accessory system equipment, one qualified camera operator, etc. (1/2 day use may apply – C31.1)	P10	DAILY	\$
0006AL	5/1/16- 4/30/17 (Option Year 3)	Daily rate for support module vehicle to include all cameras and accessory system equipment, one qualified camera operator, etc. (1/2 day use may apply – C31.1)	P10	DAILY	\$
0006AM	ALL YEARS	Module vehicle mileage – is in addition to fuel servicing vehicle	P09	MILE	\$
0006AN	ALL YEARS	Subsistence Allowance per Authorized Crew Member (max of 1)	PD	OVERNIGHT	PER FTR SCHEDULE
		<b>Include with your offer an itemization of the infra red/fire mapping system being offered</b>			

**SECTION A - REQUIREMENTS AND PRICES**

**A2 ITEM 7 PRICING – ADDITIONAL PAY ITEMS**

<b>ADDITIONAL PAY ITEMS – C34</b>					
0007AA	ALL YEARS	Fixed Flight Rate (paid only with daily availability) – C32	FT	HOUR	SEE EXHIBIT
0007AB	ALL YEARS	Extended Standby - Pilot	EP	HOUR	\$ 50.00
0007AC	ALL YEARS	Extended Standby – Fuel Vehicle Driver	ET	HOUR	\$ 32.00
0007AD	ALL YEARS	Mileage rate is based upon truck capacity ordered and provided Fuel Servicing Vehicle Mileage – 1 to 349 gallons	SMS	MILE	\$ 1.35
0007AE	ALL YEARS	Fuel Servicing Vehicle Mileage – 350 to 749 gallons	SMM	MILE	\$ 1.83
0007AF	ALL YEARS	Fuel Servicing Vehicle Mileage – 750 gallons and over	SML	MILE	\$ 2.45
0007AG	ALL YEARS	Mileage for Transporting Seeders, Seeder Mixer or Concrete bucket	P28	MILE	\$ 1.75
0007AH	ALL YEARS	Spill Containment Barrier for Fuel Servicing Vehicle	P29	DAILY	\$ 100.00
0007AI	ALL YEARS	Services Ordered without a Fuel Truck – Less than 4 hours (C34.4)	P30	Daily Deduction	-\$100.00
0007AJ	ALL YEARS	Services Ordered without a Fuel Truck – More than 4 hours (C34.4)	P31	Daily Deduction	-\$200.00
0007AK	ALL YEARS	Subsistence Allowance per Authorized Crew Member	PD	OVERNIGHT	PER FTR SCHEDULE
0007AL	ALL YEARS	Miscellaneous Contractor Costs	SC	EACH	ACTUAL COST

## SECTION A - REQUIREMENTS AND PRICES

### ECONOMIC PRICE ADJUSTMENT – FUEL

Pursuant to clause C19 of the contract, below is fuel survey information.

Full service fuel prices obtained from <http://www.airnav.com/fuel>

Jet fuel prices are applicable for aircraft with turbine engines

100 LL aviation gasoline prices are applicable for aircraft with reciprocating engines

#### BASE YEAR

FUEL SURVEY SOURCES	JET FUEL		100 LL	
	2/15/13 Base Price	11/15/13 Survey Price	2/15/13 Base Price	11/15/13 Survey Price
Riverside Premium Flight Service, Riverside, CA( KRAL)	5.34		5.77	
Cutter Flying Service, Albuquerque, NM (KABQ)	6.66		7.33	
Premier Aviation, Tucson, AZ (KTUS)	5.17		6.39	
Sphere One Aviation, Cedar City, UT (KCDC)	5.99		6.09	
Western Aircraft, Boise, ID (KBOI)	5.84		6.55	
Edwards Jet Center, Billings, MT (KBIL)	5.75		5.85	
West Star Aviation, Grand Junction, CO (KGJT)	6.96		6.72	
Reno Aviation, Reno, NV (KRNO)	6.85		6.89	
Wenatchee Jet Center, Wenatchee, WA (KEAT )	5.80		5.99	
<b>AVERAGE PRICE</b>	\$6.04		\$6.39	
BASE PRICE	\$6.04		\$6.39	
Price per Gallon Difference- base and survey prices				
Result of Survey				
Effective Date of Change, if any		12/1/13		12/1/13
Contractors notified				

#### 1<sup>ST</sup> OPTION YEAR

FUEL SURVEY SOURCES	JET FUEL		100 LL	
	4/15/14 Survey Price	11/15/14 Survey Price	4/15/13 Base Price	10/15/14 Survey Price
Riverside Premium Flight Service, Riverside, CA( KRAL)				
Cutter Flying Service, Albuquerque, NM (KABQ)				
Premier Aviation, Tucson, AZ (KTUS)				
Sphere One Aviation, Cedar City, UT (KCDC)				
Western Aircraft, Boise, ID (KBOI)				
Edwards Jet Center, Billings, MT (KBIL)				
West Star Aviation, Grand Junction, CO (KGJT)				
Reno Aviation, Reno, NV (KRNO)				
Wenatchee Jet Center, Wenatchee, WA (KEAT )				
<b>AVERAGE PRICE</b>				
Price per Gallon Difference- base and survey prices				
Result of Survey				
Effective Date of Change, if any	5/1/14	12/1/14	5/1/14	12/1/14
Contractors notified				

**SECTION A - REQUIREMENTS AND PRICES**

**2<sup>ND</sup> OPTION YEAR**

<b>FUEL SURVEY SOURCES</b>	<b>JET FUEL</b>		<b>100 LL</b>	
	<b>4/15/15 Survey Price</b>	<b>11/15/15 Survey Price</b>	<b>4/15/15 Base Price</b>	<b>10/15/15 Survey Price</b>
Riverside Premium Flight Service, Riverside, CA( KRAL)				
Cutter Flying Service, Albuquerque, NM (KABQ)				
Premier Aviation, Tucson, AZ (KTUS)				
Sphere One Aviation, Cedar City, UT (KCDC)				
Western Aircraft, Boise, ID (KBOI)				
Edwards Jet Center, Billings, MT (KBIL)				
West Star Aviation, Grand Junction, CO (KGJT)				
Reno Aviation, Reno, NV (KRNO)				
Wenatchee Jet Center, Wenatchee, WA (KEAT )				
Price per Gallon Difference- base and survey prices				
Result of Survey				
Effective Date of Change, if any	5/1/15	12/1/15	5/1/15	12/1/15
Contractors notified				

**3<sup>RD</sup> OPTION YEAR**

<b>FUEL SURVEY SOURCES</b>	<b>JET FUEL</b>		<b>100 LL</b>	
	<b>4/15/16 Survey Price</b>	<b>11/15/16 Survey Price</b>	<b>4/15/15 Base Price</b>	<b>10/15/16 Survey Price</b>
Riverside Premium Flight Service, Riverside, CA( KRAL)				
Cutter Flying Service, Albuquerque, NM (KABQ)				
Premier Aviation, Tucson, AZ (KTUS)				
Sphere One Aviation, Cedar City, UT (KCDC)				
Western Aircraft, Boise, ID (KBOI)				
Edwards Jet Center, Billings, MT (KBIL)				
West Star Aviation, Grand Junction, CO (KGJT)				
Reno Aviation, Reno, NV (KRNO)				
Wenatchee Jet Center, Wenatchee, WA (KEAT )				
<b>AVERAGE PRICE</b>				
Price per Gallon Difference- base and survey prices				
Result of Survey				
Effective Date of Change, if any	5/1/16	12/1/16	5/1/16	12/1/16
Contractors notified				

**SECTION A - REQUIREMENTS AND PRICES**

**HELICOPTER FIXED HOURLY FLIGHT RATES, FUEL CONSUMPTION, AND WEIGHT REDUCTION CHART**

<i>COMPANY</i>	<i>AIRCRAFT TYPE</i>	<b>FUEL CONSUMPTION (gal/hr)</b>	<b>HOURLY FLIGHT RATE (\$/HR)</b>	<b>Price Difference X Consumption</b>	<b>REVISED FIXED FLIGHT RATE EFFECTIVE XXXXX</b>	<b>LOAD CALCULATION Weight Reduction (lbs)</b>
<i>AGUSTA</i>	A-119KOALA	55	\$1,009			230
<i>AEROSPATIALE</i>	SA-315B (Lama)	58	\$1,455			180
	SA-316B (Alloutte)	58	\$1,455			170
	SA-318C	45	\$1,336			80
	SA-319B	45	\$1,346			150
	SA-332L-1	160	\$3,621			N/A
	SA-341G	45	\$1,317			170
	AS-330J	179	\$3,644			N/A
	AS-350B/350BA	45	\$931			130
	AS-350B-1	46	\$935			160
	AS-350B-2	48	\$946			160
	AS-350B-3	50	\$1,003			175
	AS-350D	38	\$909			130
	AS-355F-1/355F-2	58	\$1,144			140
	AS-365N-1	87	\$1,840			275
	EC-120	31	\$722			NOT ESTABLISHED
	EC-135	64	\$1,178			220
<i>BELL:</i>	47/SOLOY	23	\$585			120
	204B (UH-1 Series)	86	\$1,415			200
	204 Super B	90	\$1,454			200
	205A-1	88	\$1,438			260
	205A-1++	90	\$1,475			260
	UH-1B	86	\$1,386			N/A
	UH-1F	88	\$1,414			N/A
	TH-1L	88	\$1,414			N/A
	UH-1H	88	\$1,414			N/A
	206B-II	25	\$710			100
	206B-III	27	\$730			130
	206L-1	32	\$855			150
	206L-3/206L-1C30P	38	\$891			180
	206L-4	38	\$876			180
	210	90	\$1,470			NOT ESTABLISHED
	212	100	\$1,686			390
	214B	160	\$2,265			380
	214B1	145	\$2,113			NOT ESTABLISHED
	214ST	133	\$2,664			420
	222A	70	\$1,621			NOT ESTABLISHED
	222B	83	\$1,691			NOT ESTABLISHED
	222UT	83	\$1,691			NOT ESTABLISHED
	407	45	\$979			155
	412	110	\$1,837			390
	412HP	110	\$1,813			390
<i>BOEING:</i>	BV-107	180	\$3,454			N/A
	BV-234	405	\$6,197			N/A
<i>HILLER:</i>	*SL-3/4	21	\$564			90
	H-1100B	22	\$734			130
	UH-12/SOLO	23	\$644			100
<i>KAMEN:</i>	H43-F	85	\$1,412			N/A
	K-MAX	85	\$1,550			N/A
<i>MBB:</i>	BO105CBS	55	\$1,129			180
	BK-117	77	\$1,584			160
<i>McDONNELL-</i>	369/500C	23	\$735			110
<i>DOUGLAS:</i>	369/500D/E/HS	28	\$748			120
	520N	32	\$780			100
	530F	34	\$834			120
	600N	41	\$924			155
	900/902	69	\$1,276			210
<i>SIKORSKY:</i>	S-55T	47	\$1,044			170
	S-58D/E	83	\$1,501			N/A
	S-58T/PT6T-3	115	\$1,953			400
	S-58T/PT6T-6	115	\$1,953			460
	CH 53D	425	\$6,039			N/A
	CH 54/S 64	525	\$6,504			N/A
	S-61N	170	\$3,279			N/A
	S-62A	70	\$1,221			300
	S-70	160	\$3,132			N/A

## SECTION B – TECHNICAL SPECIFICATIONS

### SECTION B – TECHNICAL SPECIFICATIONS

#### GENERAL REQUIREMENTS

##### B1 Scope of Contract

B1.1 The purpose of this contract is to obtain fully Contractor-operated and maintained on call (OC) small helicopter flight services to transport personnel and/or cargo in support of Government natural resource missions in the Conterminous 48 States. Contractor services include provisions of a minimum of one helicopter, personnel, fuel servicing vehicle, fuel, and all other associated equipment, as prescribed in this solicitation and/or offered by the Contractor and accepted by the government. Missions will include, but are not limited to, interagency fire management program support such as wildland fire suppression, fire monitoring, initial attack, prescribed fire and aerial ignition, rehabilitation seeding, search and rescue, law enforcement limited to non-threatening surveillance and other administrative and related resource activities. The Government will direct aircraft to support its missions and objectives.

B1.2 The Government and Contractor must establish an effective working relationship to successfully complete this contract. The Contractor's employees' cooperation, professionalism, and positive attitude toward aviation safety and accomplishment of the mission are an integral element of this relationship.

B1.3 The Government has interagency and cooperative agreements with other Federal and State agencies and private landholders and may dispatch aircraft under this contract for such cooperative use.

B1.4 Offshore platform landings, vessel landings and extended over water flight activities are permitted under this contract if offered and awarded by the Government. (See Helicopter Offshore, Vessel Landings and Extended Over Water Exhibit in Section C for requirements.) Award of this item will be discretionary by the Government. Services will be paid at the applicable flight rate in the Schedule of Items. See B6.28.

##### B2 Certifications

The Contractor must obtain and keep current all of the following required certificates and must ensure that contract aircraft are operated and maintained in compliance with those certificates at all times:

B2.1 A Federal Aviation Administration (FAA) Air Carrier or Operating Certificate which authorizes the Contractor to operate in the category and class of aircraft and under flight conditions required by this contract (e.g., rotorcraft, visual flight rules (VFR) day/night, passengers, and cargo).

B2.2 A Title 14 of the Code of Federal Regulations (CFR) Part 135 Air Carrier certificate. These aircraft must be carried

on the list required by 14 CFR Part 135.63 or Operations Specifications Part D085, "Aircraft Listing," as appropriate.

B2.3 A 14 CFR Part 133 "Rotorcraft External Load Operations" certificate which authorizes Class B loads, as a minimum.

B2.4 A 14 CFR Part 137 "Agricultural Aircraft Operations" certificate.

B2.5 The contract aircraft must have a Standard Airworthiness certificate. Installation of any equipment required by this contract must be FAA approved.

##### B3 Order of Precedence (Specifications)

In the event of inconsistencies within the technical specification, the following order will be used in such resolution: (1) typed provisions of these specifications; (2) DOI, NBC, Aviation Management supplements and/or exhibits incorporated by reference; (3) 14 CFR incorporated by reference; (4) aircraft manufacturer's specifications; (5) other documents incorporated by reference.

##### B4 Contracts

The Contractor must maintain a paper copy of the current contract and all modifications in each contract aircraft throughout the performance period.

#### EQUIPMENT REQUIREMENTS

##### B5 Condition of Equipment

B5.1 The Contractor-furnished helicopter(s), fuel servicing vehicle, and all other required equipment must be operable, free of damage, and in good repair. Aircraft systems and components must be free of leaks, except where specified by the manufacturer.

B5.2 Prior to inspection and acceptance, the Contractor must permanently repair or replace all windows and windshields that have been temporarily repaired. All windows and windshields must be maintained at all times and must be clean and free of scratches, cracks, crazing, distortion, repairs, or tinting which hinder visibility.

B5.3 The aircraft interior must be clean and neat with no unrepaired tears, rips, or other damage. The exterior finish, including the paint, must be clean, neat, and in good condition. Any corrosion must be within manufacturer or FAA acceptable limits.

B5.4 See the Unacceptable Lap Belt and Shoulder Harness Conditions Exhibit (Section C) for lap belt and shoulder harness conditions that are not acceptable.

## SECTION B – TECHNICAL SPECIFICATIONS

### B6 Aircraft Equipment Requirements

The Contractor must provide at least one, small, (not more than 7,000 pounds approved gross weight) fully compliant helicopter that meets the minimum aircraft requirements specified in Section A and is equipped as identified herein.

B6.1 A complete set of current aeronautical charts covering area of operations.

B6.2 One digital hour meter installed in a location visible by the pilot and front seat observer while seated. The meter must be wired in series with a switch on the collective control, and a switch activated by engine or transmission oil pressure or by equivalent means, to record flight time only.

B6.3 Free air temperature gauge.

B6.4 One set of individual lap belts for each installed seat.

B6.5 Double-strap shoulder harness with automatic or manual locking inertia reel for each front seat occupant. Shoulder straps and lap belts must fasten with one single-point metal-to-metal, quick-release mechanism. Heavy-duty (military-style) harnesses with fabric loop connecting the shoulder harness to the male portion of the lap belt buckle are acceptable.

B6.6 Shoulder harnesses (inertia reel, if manufactured for the make and model of aircraft offered), either single-strap or double-strap for each aft cabin occupant. Shoulder harness straps and lap belts must fasten with a single-point, metal-to-metal, quick-release mechanism.

B6.7 Fire extinguisher(s), as required by 14 CFR Part 135, must be a handheld bottle, minimum 2-B:C rating, mounted and accessible to the flight crew while seated. (See the fire extinguisher maintenance instructions in Section B29.4)

B6.8 Dual controls for initial pilot performance evaluation. (May also be required for interim or recurrent pilot performance evaluations at the option of the Government.)

B6.9 Aircraft lighting for night operation in accordance with 14 CFR Part 91.205(c), including instrument lights.

B6.10 A strobe light (with either a white, or half-white/half-red lens) or a flashing LED (red or white), mounted on top of the aircraft or otherwise visible from above, with an independent activating switch. A red strobe or rotating beacon does not satisfy this requirement.

B6.11 High visibility, pulsating, forward facing, conspicuity lighting.

B6.12 High visibility markings on main rotor blades as specified by the Acceptable Paint Schemes Exhibit (Section C).

B6.13 High-skid-type landing gear, if manufactured for make and model.

B6.14 Personnel access steps for aircraft with a floor height greater than 18 inches, to ensure safe entrance and exit from each door.

B6.15 Locking fuel cap(s) (if manufactured for the make and model of aircraft offered) on all fuel inlet ports. Closed system single point refueling port dust caps need not have an FAA approved locking device.

B6.16 Cabin heater and window defogger.

B6.17 Cargo compartment, internal and/or external.

If Internal:

15-cubic-foot baggage compartment within the aircraft fuselage specifically designed to carry cargo separate from the cabin. This compartment must be capable of accommodating 58-inch long shovels, rakes, and other tools (requiring rear bulkhead modification of baggage compartment of some models).

If External:

Cargo Rack. A side mounted external rack attached to the aircraft. The racks must have at a minimum a horizontal surface of approximately 48 by 15 inches, with a depth of 2.5 inches. Cargo carried in the rack must be secured with tie-down net, straps, or bungees. Examples: Alaskan Skycraft-style transporters and Garlick cargo racks.

**OR**

Cargo Pod. An externally side mounted Pod of either fiberglass or Kevlar construction that secures the cargo with a locking lid and is weatherproof. Examples: Heli-Composites Canada Star pod and DART Heli-Utility-Pod.

**OR**

Cargo Basket. An externally side mounted basket constructed with tubular frame and expanded metal and incorporating a locking lid or tie-down net, straps, or bungees to secure cargo. Examples: DART Heli-Utility-Basket and Aeronautical Accessories utility cargo basket.

All construction methods must be as prescribed by Advisory Circular (AC) 43.13-1B and 43.13-2B or other FAA approval.

B6.18 Cargo restraint system for aircraft manufactured with a parcel/storage area behind the rear passenger seats.

B6.19 An accessory power source consisting of an MS 3112E-12-3S three-pin connector, accessible in the cabin. Pin

## SECTION B – TECHNICAL SPECIFICATIONS

B must be airframe ground; pin A must be +28VDC (for 28-volt aircraft); and pin C must be +14VDC (for 14-volt aircraft). The circuit must be protected by a 5-amp circuit protection.

B6.20 A first aid kit containing items specified in the First Aid and Survival Kits Exhibit (Section C) must be carried aboard the aircraft on all flights.

B6.21 A survival kit containing items specified in First Aid and Survival Kits Exhibit (Section C) must be carried aboard the aircraft on all flights and must be included in weight and balance/load calculations.

B6.22 A convex mirror for the pilot to observe the sling load. The convex mirror is not required for aircraft equipped and modified for vertical reference external load operation (i.e., door gauges, modified seat, alternate cargo hook release positions, bubble window) or for aircraft where direct vertical reference is possible.

B6.23 One keeperless 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. (See the cargo hook maintenance requirements in Section B29.)

B6.24 One collapsible, variable capacity water/retardant bucket. See the Water Bucket Use Procedures Exhibit (Section C). The bucket shall have a manufacturer's capacity adjustment commensurate with the maximum lifting capability (HOGE) of the aircraft at 5000 feet pressure altitude and 30 degrees C with a 200 pound pilot and 1 ½ hours of total fuel.

B6.25 A remote operating switch for the water/retardant bucket and/or remote hook clearly marked for "open" and "closed" and mounted on the collective control to avoid confusion with the airframe cargo hook release. The switch must be of a different design and must be mounted so as to not easily be confused with the RPM Control [Beep] switch.

B6.26 Part number MS 3101E-24-11S, nine-pin connector, for use as the power source for a helitorch or remote cargo hook. Pin D must be airframe ground. Pin E must be switched 28VDC, protected by a manually operable, 50-amp circuit breaker. The water bucket/tank open switch must also activate this circuit.

B6.26.1 A lanyard to support the connector and mounted within 12 inches of the cargo hook.

B6.26.2 This connector must have multiple circuit capacity sufficient to provide power and control for Contractor-furnished equipment. The longline remote hook, fixed tank, or water bucket must be wired through this connector. A list of water buckets with required pin wiring can be found in the FS/OAS A-16 document in the exhibits in Section C.

B6.27 Aircraft Security Equipment. See B21.1 for required locking devices.

B6.28 In addition to requirements of the solicitation, the Contractor must comply with all of the requirements identified in the Helicopter Offshore, Vessel Landings and Extended Over Water Exhibit (See Section C) for over water flights.

B6.29 Wire strike protection system (mechanical). (**Note:** If manufactured for the make and model of helicopter.) (See C3.2.2)

B6.30 Optional Accessory Equipment. As offered and specified in the Schedule of Items and accepted by the Government.

B6.30.1 If long line/remote cargo hook equipment is offered as an equipment option in Section A, see the Helicopter Long Line/Remote Hook Equipment Requirements and Helicopter Synthetic Long Line Exhibit (Section C) for requirements.

B6.30.1.1 If long line is offered as an equipment option, the water/retardant bucket must be capable of being operated with all increments of the long line; i.e., 50, 100, 150 feet.

B6.30.2 Contractor provided helitorch capability must comply with the Contractor Provided Helitorch Services Exhibit (Section C).

### B7 Avionics Requirements

#### B7.1 General

B7.1.1 The Contractor must provide, install, and maintain the following systems in accordance with the manufacturer's specifications and the installation and maintenance standards of Section B7. Detailed avionics systems performance requirements are listed in *Avionics Operational Test Standards* (copies available upon request from OAS Avionics, or the most recent list may be found online at: [http://www.nifc.gov/NIICD/docs/avionics/FSOAS\\_A24E.pdf](http://www.nifc.gov/NIICD/docs/avionics/FSOAS_A24E.pdf)).

B7.1.2 Helicopters approved under this contract, which also meet all avionics requirements (less any requirement for a 406MHz ELT) under the current OAS Fixed-Wing On-Call Air Tactical contract, may also be approved for Air Tactical missions, at the level commensurate with the aircraft's equipment

#### B7.2 Avionics Installation and Maintenance Standards

B7.2.1 Strict adherence to the recommendations in the following FAA Advisory Circulars is required: AC 43.13-1B Chapter 11, "Aircraft Electrical Systems," and Chapter 12, "Aircraft Avionics Systems"; AC 43.13-2B Chapter 1, "Structural Data," Chapter 2, "Communication, Navigation, and Emergency Locator Transmitter System Installations," and Chapter 3, "Antenna Installation."

## SECTION B – TECHNICAL SPECIFICATIONS

B7.2.2 All avionics systems requiring an antenna must be installed with a properly matched, aircraft-certified antenna, unless otherwise specified. Antennas must be polarized as required by the avionics system and must have a voltage standing wave ratio (VSWR) of 3.0 to 1 or better.

B7.2.3 Although the contract aircraft may not be certified for flight under instrument flight rules (IFR), the aircraft's static pressure system, altimeter instrument system, and automatic pressure altitude reporting system must be maintained in accordance with the IFR requirements of 14 CFR Part 91.411 and inspected and tested every 24 calendar months, as specified by 14 CFR Part 43, appendices E and F.

### B7.3 Communications Systems

B7.3.1 One automatic-portable/automatic-fixed or automatic-fixed Emergency Locator Transmitter (ELT) certified to either Technical Standard Order (TSO)-C91a or TSO-C126, meeting the same requirements as those detailed for airplanes in 14 CFR Part 91.207 (excluding section f). TSO-C126 (406 MHz) ELTs must also include a 121.5 MHz homing beacon. The ELT and remote antenna system must be installed in accordance with the ELT and/or aircraft manufacturer's (OEM) instructions in a conspicuous or marked location.

B7.3.2 One panel-mounted VHF-AM (VHF-1) aeronautical transceiver with a minimum of 760 channels covering 118.000 to 136.975 MHz. It must have channels selectable in no greater than 25 kHz increments and a minimum of 5 watts carrier output power. The transceiver's operational controls must be mounted so they are readily visible and accessible to the pilot.

B7.3.3 One APCO Project 25-compliant (P25) VHF-FM aeronautical transceiver (FM-1), which provides selection of narrowband (12.5 kHz) analog, wideband (25.0 kHz) analog, or narrowband (12.5kHz) digital bandwidth operation on each of a minimum of 100 MAIN field-programmable channels. The transceiver's operational controls must be located and arranged so that the pilot and observer/copilot, when seated, have full and unrestricted movement of each control without interference from their clothing, the cockpit structure, or the flight controls.

B7.3.3.1 The transceiver's operational frequency range must include the MAIN band of 136.0000 MHz to 173.9975 MHz. The operator(s) must be able to program any usable channels within that band, along with any required CTCSS tones, National Access Codes (NAC's), or Talk Group ID's (TGID's), while in flight. The transceiver must also incorporate a separate, programmable GUARD receiver, with accompanying GUARD transmit capability. Unless instructed by the Government for use on a specific project, all frequencies programmed for use under this Contract must be in the narrowband analog mode.

B7.3.3.2 Carrier output power for the transceiver must be 10 watts nominal value (original design specification). The

transceiver must be capable of displaying receiver and transmitter operating frequency, alpha-numeric channel labels, and must provide both receiver and transmitter activation indicators for MAIN and GUARD. Simultaneous monitoring of both MAIN and GUARD receivers is required. Scanning of the GUARD frequency is not acceptable.

B7.3.3.3 Prior to acceptance under this contract, the transceiver must be programmed with the narrowband analog GUARD receive and transmit frequencies of 168.625 MHz, with a 110.9 Hz CTCSS tone on transmit only.

B7.3.3.4 The following VHF-FM aeronautical transceivers are known to meet the above requirements:

Technisonics TDFM-136, TDFM-136A, TDFM-136A/NV  
Cobham (formerly NAT) NPX-136D-070

B7.3.4 Provisions for auxiliary VHF-FM (AUX-FM) portable radio:

B7.3.4.1 Interface for installing and properly operating an auxiliary VHF-FM portable radio through the aircraft's audio control system(s). The interface must consist of the appropriate wiring from the audio control system, terminated in an ITT/Cannon type MS3112E12-10S 10-pin connector conveniently located for use by the observer/copilot, and utilizing the contact assignments as specified by drawing FS/OAS-17 in the exhibits.

B7.3.4.2 One weatherproof, external, broadband antenna 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 (type UG-290A), conveniently located for use by the observer/copilot adjacent to the above 10-pin connector (Comant model CI-177 or equal).

B7.3.4.3 Mounting facilities for securely installing the auxiliary VHF-FM portable radio in the cockpit in accordance with the FAA AC 43.13-2B specifications. Locate and arrange the mounting facilities so that a seated observer/copilot has full and unrestricted movement of the radio's controls, without interference from the 18-inch adapter cable, clothing, cockpit structure, or flight controls.

B7.3.4.4 Positive-polarity microphone excitation voltage provided to the AUX-FM system from the aircraft DC power system through a suitable resistor network. A blocking capacitor must be provided to prevent the portable radio microphone excitation voltage from entering the system. Sidetone for the AUX-FM must also be provided (NAT model AA34-300, Premier model PA-34, or equivalent).

B7.3.4.5 In lieu of the above AUX-FM requirements, the Contractor may substitute an additional VHF-FM aeronautical transceiver (FM-2) which meets the requirements for the VHF-FM aeronautical transceiver(s) as detailed above.

## SECTION B – TECHNICAL SPECIFICATIONS

7.3.5 One Automated Flight Following (AFF) aircraft hardware compatible with the government's AFF tracking network (AFF.gov). Not all available AFF hardware is compatible with AFF nor meets AFF's requirements. The contractor must ensure that the AFF aircraft hardware offered is compatible with AFF. For questions about current compatibility requirements contact the AFF program manager listed under contacts at <https://www.aff.gov>.

B7.3.5.1 The AFF aircraft hardware must be powered by the aircraft's electrical system, installed per the manufacturer's installation manual, and operational in all phases of flight. AFF aircraft hardware must utilize as a minimum: Satellite communications, an externally or internally mounted antenna, provide data to the Government's AFF viewing software, use aircraft power via a dedicated circuit breaker for power protection, and be mounted so as to not endanger any occupant from AFF aircraft hardware during periods of turbulence. Antennas should be placed where they have the best view of the overhead sky as possible. Externally mounted antennas are recommended to improve system performance. Any AFF manufacturer required pilot display(s) or control(s) will 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.

B7.3.5.2 AFF communications must be fully operational in all 50 states. Contractors working in or 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.

B7.3.5.3 The contractor must maintain a subscription service through the AFF aircraft hardware provider allowing AFF position reporting for satellite tracking via the Government AFF viewing software. The position-reporting interval must be every two minutes while the aircraft is in flight. The contractor must register their AFF aircraft hardware with the Fire Applications Support Desk (FASD) providing: Complete tail number; manufacturer and serial number of the AFF transceiver; aircraft make and model; and Contractor contact information. If the contractor relocates previously registered AFF aircraft hardware into another aircraft, then the contractor must contact the FASD making the appropriate changes prior to aircraft use. In all cases, the contractor will ensure that the correct aircraft information is indicated within AFF. The contractor will contact the FASD of system changes, scheduled maintenance, and planned service outages.

B7.3.5.4 Registration contact information, a web accessible feedback form, and additional information is available at: <https://www.aff.gov>. The FASD can be reached at (800) 253-5559 or (208) 387-5290.

B7.3.5.5 Prior to the aircraft's annual contract inspection, the contractor must ensure compliance with all AFF systems requirements. The contractor must additionally perform an

operational check of the system. As a minimum, the operational check must consist of confirming the aircraft being tested is displayed in AFF (indicating it is currently transmitting data to AFF) and that all information displayed in AFF is current. A username and password are required to access AFF. Log on to the AFF website at <https://www.aff.gov> to request a username and password, or contact the FASD.

B7.3.5.6. This clause incorporates Specification Section Supplement available at: <https://www.aff.gov/contractspecs> with the same force and affect as if they were presented as full text herein.

### B7.4 Navigational Systems

7.4.1 One global positioning system (GPS). The GPS must be panel mounted and located where the pilot and the copilot/observer (when seated) can have full view of the display and unrestricted movement of each control without interference from their clothing, the cockpit structure, or the flight controls. The GPS must utilize WGS-84 datum and reference latitude and longitude coordinates in the DM (degrees/minutes/decimal minutes) mode, and must be powered by the aircraft electrical system. GPS antennas must have a clear view of the sky. The GPS unit must have the ability for manual entry of waypoints in flight. The GPS must have a database updated annually and covering the continental United States. Contractors accepting dispatches to Alaska must also include an Alaska database in the GPS. Aviation portable GPS units (Garmin GPSMAP 296/396/496 or equivalent) are acceptable provided they use remote antennas, are securely mounted, present information from an overhead orientation (not a drive along the road type), and meet all the previously stated GPS requirements.

### B7.5 Audio Systems

B7.5.1 Two separate audio control systems (which may be combined in a single unit) for the pilot and observer/co-pilot to select receiver audio outputs and transmitter microphone/push to talk (PTT) audio inputs for all installed radios and public address (PA) systems. Each system must also allow the pilot and observer/copilot to independently adjust both the intercommunications system (ICS) and the receiver audio output levels.

B7.5.1.1 Transmitter selection and operation. Separate transmitter selection controls for both the pilot's and observer/copilot's microphone/PTT inputs. The system must be configured so the pilot and observer/copilot may each simultaneously select and utilize a different transmitter (or PA system when installed) via their respective microphone/PTT. Whenever a transmitter is selected, the companion receiver audio must automatically be selected for the corresponding earphone. Transmitter sidetone audio must be provided for the user as well as for cross-monitoring via the corresponding receiver selection switch on the other audio control system.

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B7.5.1.2 Receiver selection and operation. Separate controls for both pilot and observer/copilot to select audio from one or any combination of available receivers. The ICS-equipped aft passenger positions must monitor the receiver(s) as selected by the observer/copilot. The receiver audio output must be free of excessive distortion, hum, noise, and crosstalk, and must be amplified sufficiently to facilitate ease of use in a noisy cockpit/cabin environment.

B7.5.1.3 The audio system(s) controls must be located and arranged so that both the pilot and observer/copilot, when seated, have full movement of their respective controls without interference from their clothing, the cockpit structure, or the flight controls. Labeling and marking of controls must be clear, understandable, legible, and permanent. Electronic label maker marking is acceptable.

B7.5.2 An ICS must be provided for the pilot, observer/copilot, and the two aft cabin exit positions. ICS audio must mix with, but not mute, selected receiver audio. An ICS audio level control must be provided for each position above. Adjustment of the ICS audio level at any position must not affect the level at any other position. A "hot mic" capability, controlled via an activation switch or voice activation (VOX), must be provided for the pilot and observer/copilot positions. ICS sidetone audio must be provided for the earphones corresponding with the microphone in use. The ICS audio output must be free of excessive distortion, hum, noise, and crosstalk and must be amplified sufficiently to facilitate ease of use in a noisy cockpit/cabin environment.

B7.5.3 Earphones, microphones, PTT's, and jacks 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 type CE-100 TR preamplifier, or equivalent) with U-174/U (single/male) type connector plug. The pilot position only may be configured for low impedance (dynamic) operation.

B7.5.3.1 All earphone/microphone jacks in the aircraft (except the pilot's) must be U-92A/U (single/female) type, which will accept U-174/U type plugs.

B7.5.3.2 Separate PTT switches for radio transmitter and ICS microphone operation must be provided at the pilot, observer/copilot, and any other positions required above to be furnished with both radio transmitter and ICS operation. The pilot's PTT switches must be mounted on the cyclic control. The observer/copilot's and any other required position's PTT switches must be mounted on the cord to the earphone/microphone connector. In lieu of the observer/copilot's cord-mounted PTT switches, a footswitch-operated PTT system may be utilized at that position only. ICS PTT switches for any additional positions required to be

furnished only with ICS must be mounted on the cord to the earphone/ microphone connector.

### B7.6 Other Avionics

B7.6.1 One air traffic control (ATC) transponder and altitude reporting system meeting the requirements of 14 CFR Part 91.215 (a) and (b).

B7.6.2 The Contractor must furnish a cellular telephone for use by the PIC. The cellular telephone must be provided with service to the area of the contiguous 48 States. Each cellular telephone must be equipped with both 110VAC and 12VDC adapter cord assemblies for charging use. The Contractor must provide the number of the cellular telephone to Government personnel when requested.

## B8 Fuel Servicing Vehicle Equipment Requirements

### B8.1 General

B8.1.1 Fuel servicing vehicles must meet 49 CFR requirements.

B8.1.2 The Contractor must provide one fuel servicing vehicle (fuel truck and trailer combination is acceptable) for each line item (aircraft) awarded. The vehicle shall be stationed at the designated base, unless dispatched by the Government to other locations. Vehicle specifications follow:

B8.1.2.1 The vehicle must be capable of transporting fuel over rough mountain roads and being operated at posted highway/freeway speeds.

B8.1.2.2 The vehicle's tank(s) must have a capacity of a minimum of 8 hours of useable fuel for the make and model helicopter operating on the contract based on the Helicopter Fuel Consumption and Weight Reduction Chart Exhibit. The vehicle must be capable of carrying all equipment and accessories (i.e., water buckets, water/retardant fixed tank, longlines, remote hook, cargo nets, Contractor crew's overnight gear, and other items) necessary to support a lengthy assignment. The vehicle manufacturer's gross vehicle weight (GVW) with full fuel tanks and accessories must not be exceeded.

B8.1.2.3 The vehicle must be properly maintained, clean, and reliable. Tanks, plumbing, filters, and other required equipment must be free of rust, scale, dirt, and other contaminants. All leaks must be repaired immediately.

B8.1.2.4 All tanks must be securely fastened to the vehicle bed and must have a sump or sediment settling area.

B8.1.2.5 A 10-gallon-per-minute (gpm) flow rate delivered by the filter and pumped at the nozzle is the minimum size acceptable. Filter and pump sizes must be compatible with the helicopter being serviced.

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B8.1.2.6 Gasoline-engine-driven pumps must be designed to pump fuel, have a shielded ignition system with a flame and spark arresting exhaust system, and a metal shield between the engine and pump. Terminal connections must be insulated to prevent sparking in the event of contact with conductive material. All refueling pumps regardless of power source must be listed for use with petroleum products (Underwriter's Laboratory (UL), etc.).

### B8.2 Equipment

The Contractor must equip and maintain the vehicle as shown below:

B8.2.1 Two fire extinguishers, each having a rating of at least 20-B:C and with one extinguisher mounted on each side of the vehicle. Extinguishers must comply with *National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers*.

B8.2.2 Tanks erected for aboveground storage and tanks mounted on vehicles must be designed to allow removal of contaminants from the sediment settling area. The contractor is responsible for ensuring compliance with 40 CFR Part 112, including provision of a secondary means of containment for bulk storage containers (SPCC plan) if used.

B8.2.3 Hoses must be compatible with the aviation fuel being serviced, free of cracks that show the underlying cord and kept in good repair.

B8.2.4 Fuel nozzle must 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 nozzle hold-open devices are permitted.

B8.2.5 One accurate fuel-metering device for registering quantities in U.S. gallons of fuel pumped. The meter must be positioned so it is in full view of the person fueling the aircraft.

B8.2.6 Fuel servicing vehicles shall have adequate bonding cables which must be utilized in accordance with *NFPA 407: Aircraft Fuel Servicing*.

B8.2.7 Sufficient petroleum product absorbent pads or materials to absorb or contain a 5-gallon petroleum spill. The Contractor must properly dispose of all products used in a spill cleanup in accordance with the Environmental Protection Agency (EPA) (40 CFR Parts 261 and 262).

B8.2.8 Fuel trucks must have a dead man control device, meeting the requirements of NFPA 407. For overwing refueling, the fuel flow control valve may be on the nozzle. Otherwise, the fuel control valve must be either at the tank outlet or a separate valve on the tank vehicle..

### B8.3 Filtering System

The Contractor must provide and maintain a fuel filtration system as shown below:

B8.3.1 The fuel filtration system must be designed to withstand fuel system pressures and flow rates.

B8.3.2 The filter manufacturer's Operating, Installation, and Service Manual must be carried in the fuel servicing vehicle and followed.

B8.3.3 Filtration must meet one of the following qualifications: Institute of Petroleum (IP), API 1581, or Mil-F-8901E. Some examples of IP qualified elements are Velcon CDF 210K, CDF 220K, ACO 51201K, ACO 21201K, ACO 40501SPK, and ACO 40901SPK.

B8.3.4 The filter vessel must be placarded indicating the filter change date.

B8.3.5 Fuel transfer systems must have a serviceable pressure gauge installed upstream of the filter vessel.

B8.3.6 Differential pressure gauges must be installed on refueling systems if required by the filter manufacturer or in systems with operating pressures of 25 pounds per square inch (psi) and above.

B8.3.7 The filter assembly must be mounted to allow room for draining and pressure flushing of the unit. If installed, water sight gauge balls must be visible.

B8.3.8 Three-Stage (filter, water separator, monitor) Systems (API 1581 or Mil-F-8901E qualified). Fueling systems must utilize a three-stage system such as a Facet Part Number 050970 M2 for a 20-gpm pump, or equal. A Facet Part Number 050971-M2 for a 10-gpm pump, or equal. An acceptable third stage (monitor) unit is Velcon CDF 220K for 20-gpm flow or Velcon CDF 210K for 10-gpm systems.

B8.3.9 Single-Stage System or Three-In-One Filter Canister Systems (IP qualified) must utilize a single element system such as a Velcon filter canister with Aquacon cartridge of a size compatible with pump's flow rate.

Examples: Velcon VF-61 canister with an ACO-51201K cartridge for 50- to 60-gpm flow rate or ACO-40501SPK for 10- to 15-gpm flow rate.

B8.3.10 At least one available spare filter(s), seals, and other spare components of the fuel servicing vehicle filtering system must be stored in a clean, dry area in the fuel servicing vehicle.

### B8.4 Markings

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B8.4.1 Each vehicle must have "NO SMOKING" signs with letters that are a minimum of 3 inches high and that are visible from both sides and rear of the vehicle.

B8.4.2 Each vehicle must be conspicuously and legibly marked to indicate the nature of the fuel. The markings must be on each side and the rear in letters at least 3 inches high on a background of a sharply contrasting color such as Avgas by grade or jet fuel by type. Examples are: Jet-A white on black background or Avgas 100 white on green background.

**PERSONNEL REQUIREMENTS**

**B9 Pilot Requirements and Authority**

B9.1 The Contractor must furnish a pilot for each day an aircraft is required to be available. The pilot must have the authority to represent the Contractor in all matters except changes in price and time, unless the Contracting Officer (CO) is notified otherwise, in writing, prior to performance.

B9.1.1 For a pilot that has not been previously inspected and approved by the DOI, Office of Aviation Services or USDA, Forest Service, the Contractor will be required to provide a signed statement that they have verified the pilot’s flight time qualifications and experience. The COTR will provide the Contractor a form to document this verification. This will be required prior to pilot inspection by DOI, Office of Aviation Services.

**B10 Pilot Qualifications**

**B10.1 General**

Pilot flight hours will be verified from a certified pilot log. Further verification of flight hours may be required at the COTR’s discretion.

**B10.2 Minimum Qualifications**

The Contractor must provide a pilot(s) who meets the following minimum qualifications and who possesses the required certificates or evidence of having satisfactorily passed the evaluations for the required tasks:

B10.2.1 An FAA commercial pilot certificate or higher, with a rotorcraft-helicopter rating.

B10.2.2 A minimum of a current second-class medical certificate, issued in accordance with 14 CFR Part 67.

B10.2.3 An FAA competency check, completed in accordance with 14 CFR Part 135.293 in the same make and model as the contract aircraft.

B10.2.4 An agency flight evaluation, to be flown at the COTR’s discretion in the same make and model as the

contract aircraft. The Contractor must supply the aircraft for the flight evaluation, at no expense to the Government.

B10.2.5 Proficient operation of all equipment identified in Section B (e.g., water retardant bucket, GPS, radios, longline vertical reference). The agency(s) may require pilots to demonstrate this proficiency during an evaluation flight.

B10.2.6 Precise placement of externally carried cargo where requested, regardless of the cable length (as specified through paragraph B10.2.7) while operating within the helicopter’s capability. Pilots must provide written evidence of their qualifications for transporting external loads appropriate to the Contractor’s 14 CFR Part 133 certification.

B10.2.7 If long line/cargo hook is offered as an equipment option, it is the Contractor’s responsibility to verify a pilot’s vertical reference external load experience and proficiency. The COTR will provide the Contractor a form to document this experience and proficiency at the time of inspection. This will be required annually prior to pilot inspection by DOI, Office of Aviation Services.

B10.2.8 Aerial ignition with a plastic sphere dispenser (PSD). The agencies may require pilots to demonstrate this proficiency during an evaluation flight in an aircraft supplied by the Contractor and at no expense to the Government. If a Contractor pilot cannot provide written evidence of previous PSD qualification during the evaluation, the COTR may withhold PSD approval until the pilot is trained by a qualified Government PSD trainer and re-evaluated by a COTR representative. In the interim, the Contractor will not be approved to use the pilot for aerial ignition missions.

B10.2.9 The Contractor must ensure that each pilot proposed for use has completed the Government’s on-line training modules for helicopter fire operations. The training is located on the Government’s Interagency Aviation Training (IAT) website at <https://www.iat.gov/> under Helicopter Pilot Training-Fire Fighting, modules H1, Basic Fire Behavior & Tactics, H2, Organization, Communication & Airspace and H3, Helicopter Operations. The training of these modules is required at least every 36 months. Pilots must sign up, create a profile and after completion of the modules print a copy of the certificates. A copy of the certificate must be presented to the Helicopter Inspector Pilot before an Interagency Helicopter Pilot Qualification card will be issued.

B10.2.9.1 As provided under B24.2, pilots involved in the transportation of hazardous materials must have completed the Interagency Aviation Training (IAT) module A-110, Aviation Transportation of Hazardous Materials.

B10.2.10 Minimum PIC time accumulated as follows:

(a) 1,500 hours . . . in helicopters.
(b) 100 hours . . . in helicopters in the last 12 months.

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(c) ) 100 hours . . . in the weight class of the helicopter offered. Defined as aircraft having a gross weight of “less than 12,500 pounds” and “12,500 pounds or greater.”
(d) 100 hours . . . in turbine engine helicopters.
(e) 50 hours . . . in the same make and model as the contract helicopter. Pilot flight hour requirements in make and model may be reduced by 50 percent, if the pilot shows evidence of having satisfactorily completed the manufacturer's approved ground school and flight check in the same make, model, and series as the contract helicopter. (See the Helicopter Like Makes and Models Exhibit.)
(f) 10 hours . . . in the same make, model, and series as the contract helicopter in the last 12 months.
(g) Last 90 days . . . Compliance with 14 CFR 61.57 or 135.247 as appropriate.
(h) 10 hours . . . in designated mountainous areas in the same make and model as the contract helicopter. (See the Helicopter Like Makes and Models Exhibit (Section C)
(i) 200 hours . . . Total mountain flight hours. Defined as experience in operating helicopters in mountainous terrain as identified in 14 CFR 95 Subpart B – Designated Mountainous Area. Operating includes maneuvering and numerous takeoffs and landings to ridgelines, pinnacles, and confined areas.
(j) 10 hours . . . Total longline vertical reference (VTR) flight hours to include a minimum of 2 hours of VTR training within the last 12 months. (if longline is offered)

**NOTE:** RE: B10.2.10(b) Contractors may request that this pilot flight hour requirement be waived for a pilot under special circumstances, however, the waiver may or may not be granted. The Contractor should contact the CO in advance of this need for additional information on this process. No other pilot qualification exceptions will be considered by the Government.

**B11 Personnel Duty Limitations**

The Contractor must monitor and remove from duty any personnel for fatigue or other causes before they reach their daily duty or flight limitations.

**B12 Flight Crewmembers’ Duty and Flight Limitations**

B12.1 Assigned duty of any kind must not exceed 14 hours in any 24-hour period. “Duty” includes flight time, ground duty of any kind, and standby. Local travel up to a maximum of 30 minutes each way between the worksite and place of lodging will not be considered duty time. Flight crewmembers must be subject to the following duty hour limitations:

B12.1.1 A maximum of 14 consecutive duty hours during any assigned duty period.

B12.1.1.1 All flight crewmembers shall have two 24-hour periods of rest (off duty) within any 14 consecutive calendar days. In the conterminous United States, these two 24-hour rest periods shall be 2 calendar days off duty.

B12.1.1.2 The pilot must be given a minimum of 10 consecutive hours of rest (off duty), prior to any assigned duty period.

**B12.2 Flight limitations.**

B12.2.1 Each crewmember must report all flight time, regardless of how or where performed, except personal pleasure flying. Crewmembers and relief crewmembers reporting for duty may be required to furnish a record of all duty and/or flight time during the previous 14 days. This record will be used to administer flight and duty time limitations.

B12.2.2 Flight time to and from a duty station as a flight crewmember (commuting) must be reported and counted toward limitations if it is flown on a duty day. “Flight time” includes but is not limited to: military flight time; charter; flight instruction; 14 CFR Part 61.56 flight review; flight examinations by FAA designees; any flight time for which a flight crewmember is compensated; or any other flight time of a commercial nature, whether compensated or not.

B12.2.3 Pilot flight time computations will begin at liftoff and end at touchdown and will be computed from the flight hour meter installed in the aircraft.

B12.2.4 Flight crewmembers must be limited to the following restrictions which fall within their duty hour limitations:

B12.2.4.1 A maximum of 8 hours flight time during any assigned duty period.

B12.2.4.2 A maximum of 42 hours of flight time during any consecutive 6-day period. When a pilot acquires 36 or more flight hours in a consecutive 6-day period, the pilot must be given the following one calendar day off duty for rest, after which a new 6-day cycle will begin.

B12.3 Exceptions. Federal agencies may issue a notice reducing one or more of the following: the assigned duty period, maximum flight hours, length of personnel duty days. The notice issued may also increase number of days off and may be issued either for a specific geographic area or on an agency-wide basis.

**B13 Mechanic Requirement**

## SECTION B – TECHNICAL SPECIFICATIONS

The Contractor must provide, in addition to the pilot, a mechanic to service and inspect the contract aircraft. The mechanic does not need to remain at the designated base.

### **B14 Mechanic Qualifications**

The Contractor may enter into an agreement with a qualified mechanic or maintenance facility whose personnel meet the requirements set forth below. Details of the agreement must be clarified with the COTR. The mechanic provided to support this contract must possess the required certificates and minimum qualifications shown below:

B14.1 A valid FAA mechanic certificate with airframe and power plant (A&P) ratings. The mechanic must have held the certificate or foreign equivalent certificate with both ratings for a period of 24 months.

B14.2 Been actively engaged in aircraft maintenance as a certificated mechanic for at least 18 months out of the 24 months immediately preceding the contract start date.

B14.3 Twelve months' experience as an A&P mechanic or foreign equivalent certificate in maintaining helicopters (3 of those 12 months must have been in the 2 years immediately preceding the contract start date).

B14.4 Maintained a helicopter of the same make and model as the contract helicopter under "field" conditions for at least one full season. (A mechanic who has maintained the helicopter away from the Contractor's base of operations with minimal supervision for 3 months will meet this requirement.)

B14.5 Satisfactorily completed a manufacturer's maintenance course or an equivalent USDA Forest Service- or DOI Office of Aviation Services-approved Contractor's training program for the same make and model of contract helicopter or show evidence that he/she has 12 months' maintenance experience on a helicopter of the same make and model as the contract aircraft.

### **B15 Mechanic Duty Limitations**

Mechanics must not exceed the following duty time limitations:

B15.1 Within any 24-hour period, mechanics must 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 worksite and place of lodging will not be considered duty time.

B15.2 Mechanics must have 2 full days off duty during any 14-day period during the performance of this contract. Off duty days need not be consecutive.

B15.3 "Duty time" includes availability and work or alert status at any job site for which a mechanic is compensated; or any other time of a commercial nature whether compensated or not.

B15.4 The mechanic is responsible for keeping the Government apprised of his or her duty limitation status.

B15.5 Relief or substitute mechanics reporting for duty under any contract may be required to furnish a record of all duty time during the previous 14 days.

### **B16 Fuel Servicing Vehicle Driver Requirement and Qualifications (Required for Lower 48 States Operations Only)**

For each day the aircraft is required to be available, the Contractor must furnish a fuel servicing vehicle driver who meets all Department of Transportation (DOT) requirements for fuel vehicle drivers.

### **B17 Fuel Servicing Vehicle Driver Duty Limitations**

B17.1 The Contractor must ensure that fuel servicing vehicle drivers comply with DOT Safety Regulations 49 CFR Parts 390-399, including duty limitations.

B17.2 The fuel servicing vehicle driver must have a minimum of 2 full calendar days of rest (off duty) during any 14-day period. Off duty days need not be consecutive.

B17.3 The fuel servicing vehicle driver must be responsible for keeping the Government apprised of his/her duty limitation status.

B17.4 Relief or substitute fuel servicing vehicle drivers reporting for duty may be required to furnish a record of all DOT duty time during the previous 14 days.

### **B18 Relief Crew Requirement (If Ordered and Provided)**

B18.1 When requested by the Government, the Contractor may provide a qualified relief crew, consisting of a pilot and/or fuel servicing vehicle driver that are available to perform duties during the regular crewmember's scheduled days off. See C27.

B18.2 Relief crewmembers must arrive at the operating base before the scheduled duty period begins to ensure compliance with rest periods set forth herein.

## **OPERATIONS**

### **B19 Pilot Authority and Responsibility**

The Contractor must ensure that the pilot is responsible for (1) operating the aircraft within its operating limits, (2) the safety

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of the aircraft, (3) its occupants, and (4) the cargo. The contract pilot:

B19.1 Must comply with Government directions, except, when in the pilot's judgment, such compliance would violate Federal or State regulations or contract terms and conditions. The pilot has final authority to determine whether the flight can be accomplished safely and must refuse any flight or landing which is considered hazardous or unsafe.

B19.2 Must not permit any passenger to ride in the aircraft or any cargo to be loaded therein unless authorized by the CO or his/her authorized representative.

B19.3 Must be responsible for computing the aircraft's weight and balance for all flights and for ensuring that the gross weight and center of gravity do not exceed the aircraft's limitations. The pilot must also ensure all cargo has been properly secured.

B19.3.1 When required by the Government, the pilot must utilize the Standard Interagency Load Calculation Method and its form – See Exhibits (Section C).

B19.4 May perform preventive maintenance in accordance with 14 CFR Part 43.3(h) or with the Contractor's operational specifications, as appropriate.

B19.5 May function as a mechanic when the aircraft is not available due to required maintenance, provided that:

B19.5.1 The pilot has met all of the mechanic qualifications and experience requirements specified herein.

B19.5.2 Any time that the pilot is engaged in mechanic duties will apply against the pilot's duty limitations. All time in excess of 2 hours (not necessarily consecutive) will apply against the pilot's flight limitations.

B19.5.3 The pilot does not accomplish scheduled maintenance, such as 50- and 100-hour inspections.

### **B20 Flight Operations**

Regardless of any status as a public aircraft operation, the Contractor must operate in accordance with their approved FAA Operations Specifications and all portions of 14 CFR Part 91 (including those portions applicable to civil aircraft) and each certification required under Section B2 unless otherwise authorized by the CO. The Contractor must ensure that all personnel operate in compliance with the following requirements:

B20.1 Manifesting. The PIC must ensure that a manifest of all crewmembers and passengers on board has been completed and that a copy of this manifest remains at the point of initial departure. Manifest changes must be left at subsequent points of departure when practicable. A single manifest of all

passengers involved may be left with an appropriate person in those instances when multiple short flights will be made within a specific geographical area and will involve frequent changes of passengers.

B20.2 Passenger briefings. Before each takeoff, the PIC must ensure that all passengers have been briefed in accordance with 14 CFR Part 135. Briefings for short multiple leg flights do not need to be repeated unless new passengers come aboard. The briefing must also describe the location/use of the following:

- a. Emergency locator transmitter
- b. First aid/ survival kits
- c. Personal protective equipment

B20.3 Dual controls must be removed or deactivated prior to contract performance. The pilot must brief the occupant of a pilot position to remain clear of the flight controls at all times.

B20.4 Single Skid, Toe-in, hover-Exit Procedure (STEP landings are prohibited) unless the following applies:

B20.4.1 The using unit has a bureau approved STEP authorization and STEP landings are requested by the bureau. STEP landings are authorized only during actual operations which dictate the need for this type of landing. These techniques shall not be used as standard protocol during other operations.

B20.4.2 The Contractor must have an established training program relative to STEP landings. The training program shall include a procedure that identifies and tracks those individuals who have been trained, and if requested, this information will be made available to the Government.

B20.4.3 Pilots must have trained in the STEP procedures with the government personnel to be involved in the operation and must be approved by DOI Office of Aviation Services (OAS) prior to performing STEP landings.

B20.5 Day/night use. Helicopters must be limited to flight during daylight hours and under VFR conditions only. Daylight hours are defined as from 30 minutes before official sunrise to 30 minutes after official sunset; or, in Alaska, during extended twilight hours when terrain features can be readily distinguished from a distance of at least one mile.

B20.6 Flight plans. Pilots must file and operate on an FAA, International Civil Aviation Organization (ICAO), or a DOI bureau flight plan. Contractor flight plans are not acceptable. Flight plans must be filed prior to takeoff when possible.

B20.7 Flight following. Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the DOI bureau's approved procedures. Check-in intervals must not exceed one-hour intervals under normal circumstances.

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B20.8 Flights with doors open or removed. The Government may ask the pilot to fly aircraft with any door(s) removed or opened (sliding doors). The aircraft external registration number must be displayed in a way that it is not compromised by this requirement. The pilot must be responsible for removing and securing the doors.

B20.9 Smoking will not be allowed in the aircraft.

B20.10 The pilot must remain at the flight controls while rotors are turning with the following exception. For post-flight procedures and/or preventative maintenance purposes only and after engine(s) have been shut down, the pilot may exit the aircraft while the rotor(s) are turning, if the Rotorcraft Flight Manual allows and if the pilot remains within the arc of the rotor(s). The pilot must coordinate this action with the helicopter manager prior to exiting the aircraft. Passengers must not be on board or inside the arc of the rotor(s) when the pilot exits the aircraft.

B20.11 Water bucket use. The procedures shown in the Water Bucket Use Procedures Exhibit (Section C) must be used for all bucket operations.

### B21 Security of Aircraft and Equipment

The Contractor will be responsible at all times for the security of their contract aircraft, vehicles, and associated equipment.

B21.1 Physical Security. Any aircraft used under this contract must be physically secured and disabled via a dual-lock method whenever the aircraft is unattended. Any combination of two different anti-theft devices designed to lock aircraft flight control surfaces when not in use, or designed to secure an aircraft to the ground, is acceptable, provided they are appropriate for the aircraft. Operational environments and personnel safety must be considered when selecting the locking devices and methods to be used.

B21.1.1 Removal and/or disabling of locking devices and methods must be incorporated into preflight checklists to prevent accidental damage to the aircraft. The devices must be installed in a manner which precludes their inadvertent interference with in-flight operations.

B21.1.2 Using other means of securing or disabling an aircraft is acceptable, provided it achieves a level of security equal to or greater than the following example locking devices and methods:

- Keyed magneto
- Keyed starter switch
- Keyed master power switch
- Hidden battery cutoff switches
- Hidden start relay switches
- Throttle/power lever lock
- Mixture/fuel lever lock
- Locking fuel cutoff

Locking tiedown cable

Unacceptable locking devices and methods are:

- Locking aircraft doors
- Fenced or gated parking area

### B22 Personal Protective Equipment (PPE) for Flight Operations

The Contractor must provide and require personnel to wear PPE for flight operations. The following PPE must be operable and maintained in accordance with the manufacturer's instructions throughout contract performance.

B22.1 A one-piece hard-shell flight helmet made of polycarbonate, Kevlar, carbon fiber, or fiberglass that must cover the top, sides (including the temple area and to below the ears), and the rear of the head. Flight helmets must be clean, properly adjusted, maintained in accordance with the manufacturer's specifications, and compatible with the required avionics. Chinstraps are required on all flight helmets and must be properly adjusted and fastened.

B22.1.1 Flight helmets currently approved for helicopter applications are the SPH-5, HGU-84P, SPH-4B and HGU-56P manufactured by Gentex, the Alpha 200, Alpha 400 and Alpha Eagle (900) manufactured by Interactive Safety Products, and the MSA Gallet LH050 (single inner visor), LH150 (single outer visor) and LH250 (dual visor--one inner and one outer).

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

B22.2 Fire resistant clothing consisting of:

B22.2.1 Long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire resistant polyamide or aramid material or equal. The shirt, trousers, boots, and gloves must overlap to prevent exposure to flash burns. Clothing must contain labels identifying the material either by brand name or mil spec.

B22.2.2 Garments worn over the Nomex flight suit such as coats, bib pants, and coveralls are acceptable and shall also be made of Nomex or other fire resistant material. Outerwear garments made from natural fibers such as leather, cotton, wool, or wool, cotton blends are acceptable substitutes. Materials with low temperature melting characteristics such as synthetics (nylon, Dacron, polyester, etc.) and synthetic blends shall not be worn.

B22.2.3 Underwear, socks, and clothing worn under the flight suit and next to the skin will be made of Nomex or natural fibers such as cotton or wool. Materials with low temperature melting characteristics such as synthetics are not approved.

## SECTION B – TECHNICAL SPECIFICATIONS

B22.2.4 Boots with tops which must extend above the ankle and must be constructed so that metal parts, such as shoestring eyes or zippers, do not contact the wearer's skin. Non-leather boots must be flight approved in accordance with U.S. military standards for aviation use. During cold weather, insulated boots are acceptable.

B22.2.5 Leather or polyamide or aramid gloves.

B22.3 A personal flotation device (PFD) must be worn when conducting flight operations (water bucket dipping, snorkeling) over water sources such as ponds, streams, lakes, rivers, and coastal waters. This equipment may, but is not required to, meet the standards of 14 CFR 135.167(a)(1). Automatic inflation (water-activated) PFDs are not authorized.

### B23 PPE for Ground Operations

B23.1 While within the safety circle of an operating helicopter, all personnel must wear the following PPE:

B23.1.1 Shirt with sleeves overlapping gloves and pants with legs overlapping boots, hardhat, or flight helmet with chinstrap fastened, hearing and eye protection. Note: Maintenance personnel working on a running aircraft are exempt from glove and hardhat requirements.

B23.1.2 Fuel service vehicle operators must wear non-static (example: cotton/natural fiber) clothing and gloves.

### B24 Exemption for Transportation of Hazardous Materials

B24.1 The Contractor may be required to transport hazardous materials. Such transportation must be in accordance with 49 CFR, Department of Transportation Special Permit DOT-SP-9198, and the DOI/USDA Forest Service Interagency Aviation Transport of Hazardous Materials Handbook/Guide.

B24.2 A copy of the current special permit, DOI handbook, and DOT Emergency Response Guidebook must be carried aboard each aircraft transporting hazardous materials. Electronic copies of these documents are acceptable.

B24.3 The Contractor must ensure that each employee who may perform a function subject to this DOT special permit receives required training which can only be satisfied by completing Interagency Aviation Training module A-110, Aviation Transportation of Hazardous Materials. The training can be completed online at <http://www.iat.gov>. The Contractor must document this training in the employee's records and make it available to the Government when requested.

Note: The DOT special permit and the DOI handbook are available online at <http://oas.doi.gov>. The Contractor is responsible for obtaining the DOT Emergency Response Guidebook.

## B25 Fuel and Servicing Requirements

### B25.1 General

B25.1.2 The Contractor must supply all fuel and lubricating oils required to operate all equipment during the contract period. All fuel must be commercial (or military) grade aviation fuel approved for use by the airframe and engine manufacturer. Only fuels meeting American Society for Testing and Material (ASTM) or military specifications are authorized for use. ASTM D-1655 (Jet A, A-1, or B), Mil T-5624 (JP-4, JP-8, JP-5). Contractors must ensure that bulk fuel obtained directly from distributors meets these same specifications. The Contractor must keep all fuel delivery records through the entire contract period.

B25.1.3 The Contractor must have a fuel quality assurance program, that includes daily fuel sump records and ensure that they are in compliance with 40 CFR Part 112: Oil Pollution Prevention; Spill Prevention, Control, and Countermeasure Plan Requirements (SPCC).

B25.1.4 In addition to all minimum requirements found under 40 CFR Part 112, a SPCC plan is also required for each mobile fueler (as defined in 40 CFR Part 112) or fuel servicing vehicle (as defined in this contract) regardless of the bulk storage container (tank) size. A paper copy is required.

### B25.2 Fueling Operations.

B25.2.1 Rapid refueling is not required on this contract and considered optional. However, if requested by the Government and the Contractor agrees, rapid refueling is permitted providing the Contractor has procedures for rapid refueling of helicopters. When requested by the Government and the pilot agrees, rapid refueling of helicopters is permitted by this contract when done in accordance with *NFPA 407: Aircraft Fuel Servicing*, chapter 5, section 21. Notwithstanding NFPA 407 5-21.2(b), Government personnel are not to be on board the aircraft during refueling operations.

B25.2.2 The NFPA fuel-handling handbook be used as a guide. Copies of *NFPA 407: Aircraft Fuel Servicing* can be obtained from the National Fire Protection Association, Batterymarch Park, Quincy, MA 02269.

B25.2.3 Government personnel are not involved with refueling of contract aircraft, unless the pilot has determined that it is an absolute necessity due to an emergency situation.

B25.2.4 Smoking is prohibited within 50 feet of the aircraft and fuel servicing vehicles.

## AIRCRAFT MAINTENANCE REQUIREMENTS

### B26 General - Maintenance

## SECTION B – TECHNICAL SPECIFICATIONS

The Contractor must ensure that the aircraft and all required equipment are operated and maintained in accordance with the manufacturer's specifications.

### **B27 Airworthiness Directives (AD's) and Manufacturer's Mandatory Service Bulletins (MMSB's)**

B27.1 The Contractor must comply with all applicable MMSB's and FAA AD's before and during contract performance.

B27.2 The Contractor must provide and make available a list of complied with MMSBs and FAA ADs applicable to the contract aircraft in the format shown in AC 43-9C, Appendix 1, complete with authorized signature, certificate, type and number.

### **B28 Manuals/Records**

B28.1 The Contractor must ensure that all contract aircraft maintenance is recorded in accordance with 14 CFR Parts 43, 91, and 135 (reference 14 CFR Parts 43.9, 43.11, 91.417, and 135.439) and that a copy of the aircraft's record is kept with the aircraft. Electronic copies of manuals and records are acceptable providing the contractor makes electronic copies of these documents available to Government inspectors upon request.

B28.2 If requested by the Government, the Contractor must furnish to the COTR a copy of the Contractor's Operations Manuals, as outlined in 14 CFR Part 135.21, along with any revisions made during the contract period.

B28.3 Before the start date of the contract, the Contractor must ensure that all maintenance deficiencies have been corrected or deferred in accordance with the operator's Accepted/Approved Maintenance Program. Deferred discrepancies will be evaluated and the aircraft approved for contract use on a case-by-case basis. In accordance with the appropriate FAR's or the Approved Maintenance Program, the Contractor must correct deficiencies that occur during contract performance.

### **B29 Maintenance**

B29.1 All maintenance, including inspection, rebuilding, alteration, and installation must be accomplished by a person authorized to perform maintenance in accordance with 14 CFR Part 43.

B29.2 The Contractor must ensure that a mechanic who meets the contract qualification requirements inspects the contract helicopter in accordance with the procedures outlined in the operator's FAA-approved/accepted maintenance program. Aircraft time-in-service must be recorded.

B29.3 Routine/preventive maintenance must be performed before or after the Government's scheduled daily use period or as approved by the COR.

B29.4 The cargo hook must be maintained in accordance with the manufacturer's operating and maintenance instructions. If there is no hook manufacturers recommended maintenance and overhaul program, completely disassemble, inspect, repair as required, lubricate, and perform a full-load operational check every 24 calendar months.

B29.5 The fire extinguisher must be maintained in accordance with *NFPA 10: Standards for Portable Fire Extinguishers*, or the Contractor's 135 operations manual.

### **B30 Maintenance Test Flights**

B30.1 The Contractor must, at their own expense, perform a functional maintenance check flight following installation, overhaul, major repair, or replacement of any engine, power train, rotor system, flight control system, or when requested by the CO. This must be accomplished before the aircraft resumes service under the contract.

B30.2 The Contractor must immediately notify the COR and COTR of any change to any engine, power train, flight control or major airframe component or of any major repair following an incident or accident and must describe the circumstances involved.

### **B31 Time Between Overhaul (TBO) and Life Limited Parts**

B31.1 All components, including engines, must be replaced upon reaching the factory-recommended TBO or FAA-approved extension. Life limited parts must be replaced at the specified time-in-service hours or cycles.

B31.2 Aircraft operated with components or accessories on approved TBO extension programs are acceptable provided (1) the Contractor is the holder of the approved extension authorization (not the owner if the aircraft is leased) and (2) the Contractor operates in accordance with the extension authorization.

B31.3 The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

### **B32 Weight and Balance**

B32.1 The aircraft's required weight and balance data must be determined by actual weighing of the aircraft within 24 calendar months preceding the starting date of the contract and 36 months thereafter including options and following any

## SECTION B – TECHNICAL SPECIFICATIONS

major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft.

B32.2 All aircraft must be weighed on scales that have been certified as accurate within the preceding 24 calendar months. Any accredited weights and measures laboratory may serve as the certifying agency.

B32.3 The Contractor must compile a list of equipment installed in the aircraft at the time of weighing. Each page of the equipment list must identify the specific aircraft by its serial and registration numbers and must be dated to indicate the last date of weighing or computation. Items which may be easily removed or installed for aircraft configuration changes (seats, doors, radios, cargo hook, baskets, special mission equipment, etc.) must also be listed including the name, the weight and arm of each item. The weight and balance must be revised each time new equipment is installed or old equipment is removed. Weight and balance procedures under 14 CFR Parts 23.29 and 23.1589 are acceptable.

### **B33 Turbine Engine Power Assurance Checks**

On the first day of operation and no more than each 10 hours of operation thereafter, the Contractor must perform a power assurance check in accordance with the helicopter flight manual (Pilot's Operating Handbook) or approved company performance monitoring program. The results must be recorded and kept with the aircraft. Engines with power output below minimum approved limits must be removed from contract use until the condition is corrected.

## SECTION C – CONTRACT TERMS AND CONDITIONS

### SECTION C – CONTRACT TERMS AND CONDITIONS

#### CONTRACT CLAUSES

##### **C1 Contract Terms and Conditions – Commercial Items (52.212-4 FEB 2012) [Tailored SEPT 2005]**

##### **(SEE ADDENDA WHICH FOLLOWS IMMEDIATELY AFTER CLAUSE 52.212-5)**

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee's may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the CO in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable

dispatch, and shall promptly give written notice to the CO of the cessation of such occurrence.

##### (g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable contract provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer -Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

##### (i) *Payment.* –

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt Payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic funds transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

## SECTION C – CONTRACT TERMS AND CONDITIONS

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall --

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.* (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(V) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if --

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

## SECTION C – CONTRACT TERMS AND CONDITIONS

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *Central Contractor Registration (CCR).*

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (q)(2)(i) of this clause, or fails to perform the

agreement at paragraph (q)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

### **C2 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Jan 2013)**

(a) The Contractor shall comply with the following Federal Acquisition Regulations (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) Public L. 108-77, 108-78)

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

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (SEPT 2006) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 Note).

## SECTION C – CONTRACT TERMS AND CONDITIONS

(5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub.L. 111-5).

(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note).

(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C.2313)

(8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L 110-161.

(9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C 657a).

(10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(11) [Reserved]

(12) (i)52.219-6, Notice of Total Small Business Set-Aside (NOV 2011)(15 U.S.C. 644).

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

(13) (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.

(14) 52.219-8, Utilization of Small Business Concerns (JAN 2011)(15 U.S.C. 637 (d)(2) and (3)).

(15)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011)(15 U.S.C. 637(d)(4).

(ii)Alternate I (OCT 2001) of 52.219-9.

(iii) Alternate II (OCT 2001) of 52.219-9.

(iv) Alternate III (JUL 2010) of 52.219-9.

(16) 52.219-3, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C 644(r).

(17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14).

(18)(i) 52.219-16, Liquidated Damages – Subcontracting Plan (JAN 1999) (15U.S.C. 637(d)(4)(F)(i).

(19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (JUNE 2003)of 52.219-23.

(20) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (DEC 2010)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(21) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

(23) 52.219-28, Post Award Small Business Program Representation (APR 2012) (15 U.S.C. 632(a)(2).

(24) 52.219-29 Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) 15 U.S.C 639(m)).

(25) 52.219-30 Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012). 15 U.S.C 639(m)).

(26) 52.222-3, Convict Labor (JUNE 2003)(E.O. 11755).

(27) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).

(28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(29) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246).

(30) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2010)(38 U.S.C. 4212).

(31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(32) 52.222-37, Employment Reports on Veterans (SEPT 2010)(38 U.S.C. 4212).

(33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)(E.O. 13496).

(34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008)(42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

(37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007)(E.O. 13423).

(ii) Alternate I (DEC 2007) of 52.223-16.

(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513)

(39) 52.225-1, Buy American Act-Supplies (FEB 2009)(41 U.S.C. 10a - 10d).

(40)(i) 52.225-3, Buy American Act - Free Trade Agreements-Israeli Trade Act (NOV 2012) (41U.S.C. chapter 82, 19U.S.C. 3301 note, 19U.S.C. 2112 note, 19U.S.C. 3805 note, 19U.S.C. 4001 note, Pub. L. 103-182,

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Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

(ii) Alternate I (Mar 2012) of 52.225-3.

(iii) Alternate II (Mar 2012) of 52.225-3.

(iv) Alternate III (Nov 2012) of 52.225-3

(41) 52.225-5, Trade Agreements (MAY2012)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(42) 52.225-13, Restriction on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150)

(45) 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)).

(46) 52.232-30, Installment Payments for Commercial Items (OCT 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(47) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (OCT 2003)(31 U.S.C. 3332).

(48) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (MAY 1999)(31 U.S.C. 3332).

(49) 52.232-36, Payment by Third Party (FEB 2010)(31 U.S.C. 3332).

(50) 52.239-1, Privacy or Security Safeguards (AUG 1996)(5 U.S.C. 552a).

(51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)(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, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-41, Service Contract Act of 1965 (NOV 2007)(41 U.S.C. 351, *et seq.*).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*). (See Exhibits)

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (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 (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41 U.S.C. 351, *et seq.*).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41 U.S.C. 351, *et seq.*).

(7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013)(E.O.13495).

(8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).

(9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010)(15 U.S.C. 637 (d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013)(E.O.13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246);

(v) 52.222-35, Equal Opportunity for Veterans (SEPT 2010)(38 U.S.C. 4212);

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010)(29 U.S.C. 793);

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)(E.O.13496), Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

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

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clauses 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.- Flag Commercial Vessels (FEB 2006)(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).

(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.

### ADDENDA TO CONTRACT TERMS AND CONDITIONS

#### **C3. Inspection/Acceptance (52.212-4(a)), the following is added**

##### C3.1 Inspection Scheduling and Process.

C3.1.1 After either contract award or renewal, the COTR's office will schedule an initial inspection of all of the Contractor's aircraft, equipment and personnel proposed for use under the contract. Inspections are conducted to ensure contract compliance. This inspection is expected to be accomplished when the COTR's inspectors' normal schedule brings them to the Contractor's vicinity. Contractors who have not been inspected, but are requested for use should immediately contact the COTR to schedule an inspection. Failure to contact the COTR may result in the use of a

different Contractor. The inspection will be conducted at the Contractor's facility or other location acceptable to the Government at a mutually agreeable time. The inspection time and date will be scheduled for between 0730 and 1630 local time, Monday through Friday, unless otherwise agreed upon by the COTR. The COTR will normally confirm the inspection details in writing.

C3.1.2 Contractor written requests to reschedule inspections that are received by the COTR at least 10 business days prior to the originally scheduled inspection date may be accommodated by the COTR's office depending upon their work schedule.

C3.1.3 At the discretion of the COTR, inspections may be accepted by non-OAS interagency approved inspectors. The COTR should be contacted prior to any inspection by other than OAS inspectors under this contract.

C3.1.4 Aircraft, equipment or personnel not available during the initial inspection may be subject to reinspection expenses as provided under C3.5.

C3.1.5 The Contractor must provide information specific to the aircraft, equipment, and personnel being proposed for use during each year of the contract when requested by the COTR's office.

C3.1.6 Approved aircraft and pilots will be issued an Interagency Aircraft Data Card and Interagency Pilot Qualification card, as applicable. The aircraft and pilot cards detail the activities for which they are authorized to conduct.

C3.1.6.1 The aircraft data card is kept in the aircraft and available for inspection at all times.

C3.1.6.2 The pilot qualification card is kept in the possession of the pilot and available for inspection at all times.

C3.1.7 If the COTR determines any aircraft/equipment/personnel and records/documents presented for inspection are not completely ready for the inspection or are determined to be nonconforming as required by the contract, the COTR may suspend the inspection(s) and schedule a reinspection for another time/date/site. The Contractor may be charged for the cost of reinspection, in accordance with Section C3.5.

C3.1.8 Failure to have an originally offered aircraft presented for inspection within 60 days after notice for an inspection may result in removal of the aircraft from the contract.

C3.1.9 The Government's listing of successful Contractors will only include aircraft that have been inspected and approved for the contract. The listing will be updated and made available publicly as determined appropriate by the Government.

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C3.1.10 Optional equipment offered but which cannot be confirmed as available during the aircraft inspection will not be identified as being available and will not be added at a later date. Optional Equipment not originally offered and identified in Section A will not be inspected or added at a later date.

NOTE: Aircraft provided by the Contractor to the Government that have not been inspected, approved and issued a card for use under this contract will result in nonpayment of services under the terms of this contract. Invoices will be returned to the Contractor.

### C3.2 Equipment

C3.2.1 The aircraft will be inspected to ensure compliance with all contract requirements. The Government may require in-flight dynamic testing of aircraft systems. This testing may be conducted in conjunction with pilot evaluation flight(s), and will be performed at no cost to the Government.

C3.2.2 The contractor must either have a wire strike kit (B6.29) installed at time of initial inspection or provide documentation indicating the equipment has been ordered and an expected delivery and installation date. The wire strike kit must be installed prior to the contract renewal inspection.

C3.2.3 (As applicable) Fuel servicing vehicle(s), fuel cache(s) and other equipment will be inspected to ensure contract compliance.

### C3.3 Personnel

C3.3.1 Pilots. Only those individuals whose past flight time and experience can be verified from log books, employment records, etc., will be approved for contract use. The Contractor cannot substitute any pilot flight evaluation time for any of the total pilot flight hour requirements listed in this contract

C3.3.1.1 The COTR's representative will conduct a pilot flight evaluation to further verify pilot(s)' ability to perform under this contract, when determined necessary. The evaluation may include but is not limited to: weight and balance performance, center of gravity limitations, aircraft performance charts, density altitude considerations, load calculation preparation and actual flying of the aircraft. Portions of the evaluation may be evaluated orally. The flight evaluation will be conducted in accordance with the FAA Commercial Practical Test Standards (PTS). A pilot must also be capable of demonstrating proficient operation of all aircraft equipment identified in Section B during an evaluation flight.

C3.3.1.2 The aircraft used for the evaluation(s) must be the same make, model, and series awarded for this contract and be equipped with dual controls. At COTR discretion, the flight evaluation may be conducted in only one aircraft make, model, and series equipped with dual controls, if multiple make, model and series of aircraft are awarded. Flight evaluation(s) will usually be performed in areas that provide access to terrain

similar to that to be flown during the contract period. Flight evaluations are conducted at the Contractor's expense.

C3.3.1.3 During the flight evaluation, pilot inspectors retain discretionary authority in determining the competency of the pilot. The Government will make the final determination as to the pilot's ability to successfully meet contract requirements.

C3.3.1.4 Services provided under this contract require DOI special use flight activities as identified herein. Pilots must have satisfactorily completed an agency initial and/or periodic flight evaluation(s) for these activities before being approved for use under the contract, unless otherwise indicated in the contract. The COTR will provide detailed information concerning the types and frequency of special use pilot flight evaluations when requested.

Low-level flight (within 500' of the surface)  
Mountain flying (helicopter)  
Resource reconnaissance  
Fire reconnaissance  
External load - longline >50' (helicopter) with remote hook  
Aerial ignition  
Water/retardant application  
Offshore/Vessel Landings and Extended Over Water (if offered and awarded)

C3.3.2 Each fuel servicing vehicle driver may be requested to demonstrate an acceptable knowledge of correct fueling procedures and of all fueling and safety equipment on the fuel servicing vehicle.

### C3.4 Substitute Personnel, Aircraft, or Equipment

C3.4.1 Additional like make, model and series aircraft and/pilots may be added after contract award and will be subject to the following:

C3.4.1.1 Prior to requesting an aircraft inspection, the Contractor must have submitted a written request to the CO to add the aircraft (C20 Adding Aircraft after Contract Award) and a modification must have been accomplished.

C3.4.1.2 Contractor must submit a written request to the COTR, include a copy of the contract modification, and agree to reinspection costs, as would be applicable, as provided under C3.5. The reinspection schedule will be at the discretion of the COTR's office. The COTR's office will provide an estimated total for reinspection costs upon request.

C3.4.1.3 The addition of pilots requires only a written request to the COTR and agreement to reinspection costs, as would be applicable.

C3.4.1.4 Reinspection costs to be charged will be deducted from payments due the Contractor or will be billed to the Contractor.

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C3.4.1.5 In the event the Government requests the addition of aircraft and/or pilots, no reinspection costs will be assessed to the Contractor.

### C3.5 Reinspection Expenses

C3.5.1 The Contractor must be liable for all Government incurred reinspection costs. Inspection expenses may be deducted from payments due the Contractor.

C3.5.2 Costs may include, but are not limited to, inspector(s)' time to include travel time at \$75.00 per hour, and transportation and subsistence at actual cost.

### C4 Taxes (52.212-4(k)), the following is added

**C4.1 Federal Airport and Airway Excise Taxes.** Chapters 31 and 33 of the Internal Revenue Code, (26 U.S.C. 4041, 4261 et seq) impose an excise tax on aviation in one of two ways (1) as a fuel tax or (2) as a transportation tax on transportation of passengers and cargo for aircraft having maximum certificated weights in excess of 6,000 pounds. In addition, the Domestic Segment Tax may also apply to flights conducted under this contract.

C4.2 In order to establish the basis for tax, the Contractor shall be responsible for ensuring that the electronic invoice for payment is completed showing each departure and arrival location using FAA airport identifier codes (or locally assigned codes), and that the total number of passengers and cargo for each segment is entered.

C4.3 The information contained herein was current at the time of contract award. Changes imposed by the Internal Revenue Service (IRS) and/or Revenue Rulings shall take precedence over this contract provision. Full text of IRS Revenue Rulings may be found at TaxLinks.com. For additional information on Federal Fuel Taxes and Federal Transport taxes see IRS Publication No. 510 available at: [www.irs.gov](http://www.irs.gov).

C4.4 Fuel Tax. Fuel tax (Section 4041 of the IRS Code) is applicable, and this contract requires Contractor-furnished fuel. The Contractor is responsible for paying the fuel tax and including such taxes in their bid price.

C4.5 Transportation Tax. When the transportation tax on passengers and/or cargo (Section 4261 and 4271 of the IRS Code) is applicable, it is the Contractor's responsibility to make claim for the applicable tax on the electronic invoice by annotating whether the tax applies to each line item by indicating one of four codes; "P" for Passenger Tax, "C" for Cargo Tax, "B" for Both taxes, or "N" for no tax. The current percentages (as taken from IRS Publication 510) have been programmed into the DOI, NBC, Aviation Management System (AMS) and are electronically computed based upon the code entered by the Contractor and are subsequently identified on each AMS line entry submitted for payment. Any exceptions to this procedure shall be coordinated with the

Contracting Officer. If transportation taxes are paid, then the tax imposed by Section 4041 of the IRS Code (Fuel Tax) does not apply and shall be credited.

C4.6 Exemptions. The Internal Revenue Service and the U.S. Treasury Department have issued several rulings regarding the imposition of transportation taxes. The Department of the Interior is not exempt from the tax on aviation fuel.

A) Revenue Rule 72-156 Exempts aircraft from passenger and cargo tax under Section 4261 (Tax on Air Transport of Persons) and 4271 (Tax on Air Transport of Cargo) of the IRS Code when hauling and dropping fire retardant or water. This exempts airtanker operations from the tax.

This Revenue rule also clarifies that either the transportation taxes (passenger and/or cargo) apply to any one use of an aircraft. Where there is a possibility of either the transportation taxes or fuel taxes applying, it is necessary to determine on a flight-by flight basis whether the aircraft involved in being used in a business of transporting persons or property for compensation or hire, so as to be subject to the transportation tax rather than the fuel taxes. If transportation taxes are paid, then the tax on fuel does not apply.

B) Revenue Rule 76-477 Exempts aircraft from passenger and cargo taxes under Sections 4261 and 4271 of the IRS Code when if an aircraft is used with only the Contractor's employees aboard, such as flights to spot fire or drop fire retardant chemicals. This exemption would apply to helicopter bucket operations, when the flight is conducted with only the Contractor's employees aboard.

C4.7 Domestic Segment Tax - Domestic Segment Tax may apply to services provided under this contract (aircraft having a 6,000 lbs, or more certificated gross take off weight) if the services involve flight segments from airports that have more than 100,000 commercial passengers departing by air during the calendar year. A segment is a single takeoff and a single landing.

C4.8 Rural airports (under 100,000 commercial passenger departures) may be exempt from the segment tax providing they are not located within 75 miles of another airport where 100,000 or more commercial passengers departed during the second preceding calendar year or the airport was receiving essential air service subsidies as of August 5, 1997 or the airport is not connected by a paved road to another airport. A listing of rural airports can be found on the Department of Transportation website at: <http://ostpxweb.dot.gov/aviation/domav/ruralair.pdf>

### C5 Flight Data Reporting and Payment

**C5.1 Aircraft Use Report.** The Contractor, or Contractor's representative, and the Government must complete and sign an Aircraft Use Report, OAS-23/23E form or other form as directed by the CO. An electronic report will be initiated by

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the Contractor in the Aviation Management System (AMS) located at <https://ams.nbc.gov/> or other Department of the Interior electronic reporting system as directed by the CO that documents the daily services recorded on the signed OAS-23/23E or other form as directed by the CO. Hard copies of the signed OAS-23/23E or other form as directed by the CO are to be uploaded/attached to the electronic report created in the electronic system.

C5.1.1 The Contractor, or Contractor's representative, and the Government must complete the Aircraft Use Report, OAS-23/23E form or other form as directed by the CO utilizing the appropriate "Pay Item Codes" designated on the pricing schedules.

C5.1.2 Supporting documentation as required by the contract to support actual additional pay items (i.e. relief transportation costs, tie-downs, landing fees, etc.) shall be attached electronically to the applicable Aircraft Use Report. Failure to include such documentation shall result in rejection of the report back to the Contractor for inclusion and resubmission.

C5.1.3 Aircraft Use Reports are to be submitted no sooner than every two weeks or upon conclusion of a project, if less than two weeks duration.

C5.1.4 Subsequent electronic invoicing through IPP (see below) will match the same period as the Aircraft Use Report submission.

### **C5.A Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (September 2011)**

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions – Commercial Items included in commercial item contracts. The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

- Documents required are Aircraft Use Reports (OAS Form 23/23E) or other form as directed by the CO documenting daily services provided as set forth by their contract. This form must have the appropriate Government Representative signature approving the services.
- Supporting documentation as required by the contract to support actual additional pay items (i.e. relief transportation costs, tie-downs, landing fees, etc.).

The Contractor must use the IPP website to register, access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in CCR) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 – 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer with its proposal or quotation.

### **C5.B Providing Accelerated Payment to Small Business Subcontractors (DEVIATION) (52.232-99 AUG 2012)**

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

## **GENERAL CONTRACT TERMS AND CONDITIONS**

**C6 Type of Contract (52.216-1 APR 1984).** The Government contemplates award of a fixed unit price, indefinite delivery/indefinite quantity type contract.

### **C6.1 Indefinite Quantity (52.216-22 OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the

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number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after the end of the performance period of this contract.

### **C6.2 Ordering. (52.216-18 OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the performance period of each year of contract award.

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

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods, only when authorized in the schedule.

### **C6.3 Order Limitations. (52.216-19 OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract a minimum of one Government-provided aircraft and pilot inspection as described in Section C3 will be provided. The Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

- (1) Any order for a single item in excess of \$1,000,000;
- (2) Any order for a combination of items in excess of \$6,000,000 or
- (3) A series of orders from the same ordering office within two calendar days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) Notwithstanding paragraph (b) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two days after issuance, with written notice stating the Contractor's intent not to perform and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

### **C7 Contractor Personnel Security Requirements**

C7.1 It has been determined that Contractor personnel utilized in the support of this contract will not be allowed routine and regular unsupervised access to a federally controlled facility for more than 180 days, nor will they need unsupervised access to a Federally controlled Level 3 or 4 information system.

C7.2 Contractor employees utilized in support of this contract, will be treated as visitors (uncredentialed Contractor) and not be required to receive background investigations and credentialing. However, uncredentialed Contractors may be subject to the screening processes utilized at each federally controlled facility where the Contractor services are required. As a minimum, Contractor employees will be issued a temporary/visitor badge and shall display it at all times during contract performance when accessing a federally controlled facility. The COR is responsible for ensuring that all Contractor employees are issued a temporary/visitor badge.

### **C8 Availability of Funds (52.232-18 APR 1984)**

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

### **C9 Availability of Funds (52.232-19 APR 1984)**

Funds are not presently available for performance under this contract beyond September 30<sup>th</sup> of each year, as applicable. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30<sup>th</sup> of each year, as applicable, until funds are made available to the Contracting Officer for performance and until the Contractor received notice of availability, to be confirmed in writing by the Contracting Officer

### **C10 Aircraft Insurance**

The Contractor must maintain as a minimum, aircraft insurance coverage required by 14 CFR, Part 205, during contract performance.

### **C11. Notice of Contractor Performance Assessment Reporting System (July 2010)**

(a) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System

## SECTION C – CONTRACT TERMS AND CONDITIONS

(CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PIRS) for Government use in evaluating past performance as part of a source selection action.

(c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than **30 days after award**. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual, registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation, and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 – 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

(1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.

(2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

(3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

### C12 Contractor Claims

C15.1 Contractor claims for damage to their equipment shall be submitted in accordance with 52.212-4(d) Disputes and submitted to the CO. These items may not be claimed by an entry on an invoice document. As a minimum the following information is required and shall be submitted to the CO for action:

- i) Contractor's written claim in a sum certain, documenting and demonstrating that the Government is responsible for the damage that occurred.
- ii) Paid itemized invoices to support the necessary repair(s) needed.
- iii) A written statement from the on-site Government user that documents the events and circumstances of the damage and includes applicable billing information OR a full name and telephone number of the on-site Government user in order that the Government individual may be contacted for a statement concerning the damage.

### C13 Authority of Government Representative

#### C13.1 Contracting Officer (CO)

The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

#### C13.2 Contracting Officer's Technical Representative (COTR)

## SECTION C – CONTRACT TERMS AND CONDITIONS

C13.2.1 A Contracting Officer's Technical Representative (COTR) will be designated in writing after contract award. The COTR is authorized to take any or all actions necessary to assure compliance with the technical portions of the contract. The COTR will conduct all requested or required inspections.

C13.2.2 It is expected that two COTRs will be designated at time of award. One for each of the two DOI, Office of Aviation Services, Western and Eastern Regions.

C13.2.3 The OAS Safety Manager is responsible for all matters concerning accident and incident with potential investigations.

**C13.3 Helicopter Manager/Helicopter Flight Manager.** For purposes of this contract, a Helicopter Manager/Helicopter Flight Manager is the authorized Government representative responsible for the implementation of work to be done under individual orders. The Manager is assigned the duties identified below, but has no acquisition authority and cannot negotiate with the Contractor or change any terms and conditions of the contract, including price(s).

C13.3.1 Direct the specific flight requirements as required to support an incident/project.

C13.3.2 Conduct pre-use inspection in accordance with Government established protocol. (If a pre-use inspection reveals equipment problems the Manager will contact the appropriate OAS Regional Office and consult with an OAS technical specialist)

C13.3.3 Monitor services provided under the contract for conformance with contract requirements.

C13.3.4 Initiate and sign correspondence and other contract administrative documents under the title of Aviation Project/Helicopter Manager.

C13.3.5 Ensure aircraft availability, flight time, other payable items and applicable charge code information is accurately recorded on prescribed forms or input into a designated electronic flight recording system.

C13.3.6 Approve breaks during daily operations.

C13.3.7 Suspend operations for safety concerns or non-conformance of the contract.

C13.3.8 Complete an Evaluation Report on Contractor Performance using the CO prescribed form (currently Form AMD-136A) upon release of the aircraft and submit to the CO. (see <http://oas.doi.gov/library/forms.htm> for latest version of the form)

### C14 AQD Services Greening Clause

(a) Almost every service requires the use of some sort of product. While providing services pursuant to the Requirements Document in this contract, if your services necessitate the acquisition of any products, the contractor shall use its best efforts to comply with Executive Order 13514, and to acquire the environmentally preferable products that meet the requirements of clauses at FAR 52.223-2, Affirmative Procurement of Biobased Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts.

(b) Additionally, the contractor shall use its best efforts to reduce the generation of paper documents through the use of double-sided printing, double sided copying, and the use and purchase of 30% post consumer content white paper to meet the intent of FAR 52.204-4 Printing/Copying Double-Sided on Recycled Paper.

### C15 Limitation on Subcontracting Report - Alternate I (JAN 2012)

In order to ensure compliance with FAR 52.219-14, Limitations on Subcontracting, the contractor shall submit a semi-annual report to the Contracting Officer on 30 June and 30 December of each year of the Indefinite Delivery Indefinite Quantity (ID/IQ) contract performance. The report shall be submitted for the period beginning on the date of Indefinite Delivery Indefinite Quantity (ID/IQ) contract through the first of the month (June or December) to include all awarded Task/Delivery Orders, and shall be in the following format:

- Date of Report:
- Period Being Reported: Date of Indefinite Delivery Indefinite Quantity (ID/IQ) Contract Award through \_\_\_\_\_.
- Total Task/Delivery Order Costs\*:
- Total Task/Delivery Order Costs\* Performed/Provided by Prime:
- Total Task/Delivery Order Costs\* Subcontracted:
- Percentage Performed/Provided by Prime:
- Percentage Performed/Provided by Subcontractors:
- Certified By:
- Date Certified:

If the Contractor's costs\* are below the minimum performance measures stipulated at FAR 52.219-14, the Contractor shall provide a detailed mitigation plan on how it is going to cure its failure to comply with 52.219-14. This mitigation plan shall be provided to both the Small Business Administration and the Contracting Officer. The Contracting Officer will evaluate the plan to assess the adequacy. This clause does not limit the rights and remedies of the government under other contract clauses, including but not limited to the default or termination provisions of the contract.

\* As stipulated in FAR 52.219-14

### ADMINISTRATIVE MATTERS

## SECTION C – CONTRACT TERMS AND CONDITIONS

### C16 Personnel Conduct

#### C16.1 Replacement of Contractor Personnel

C16.1.1 Contractor employees required to work or reside on Federal property (National Parks, Refuges, Indian Reservations, etc.) are expected to follow the facility manager's rules of conduct that apply to both Government or non-Government personnel working or residing at these facilities. A copy of such rules will be available from the Government on-site representative. The Contractor may be required to replace employees who do not comply with these rules of conduct.

C16.1.2 The Contractor must replace any employee who performs unsafely, ineffectively; refuses to cooperate; is unable or unwilling to adapt to field living conditions; or whose general performance is unsatisfactory, disruptive or detrimental to the purpose for which contracted.

C16.1.3 The CO will notify the Contractor of all known unsatisfactory personnel conduct or unsafe performance. The employee may be afforded an opportunity for corrective action when the conditions warrant. When directed by the CO, the Contractor must replace unacceptable personnel not later than 24 hours after such notification, or as otherwise mutually agreed. The decision as to unacceptability will be at the sole discretion of the CO.

#### C16.2 Suspension of Pilot

C16.2.1 Upon receipt of written correspondence which indicates a serious safety concern, the Government may suspend the pilot.

C16.2.2 Upon involvement in an Aircraft Accident or National Transportation Safety Board (NTSB) Reportable Incident (see 49 CFR Part 830), a pilot **will** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the investigation outcome.

C16.2.3 Upon involvement in an Incident with Potential as defined under Mishaps, a pilot **may** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the investigation outcome.

C16.2.4 When requested, a suspended pilot must surrender all Interagency Pilot Qualification card(s) to the COTR or other authorized agency representative. Pilot suspension will continue until the investigation findings and decision indicate no further suspension is required and the Interagency Pilot Qualification card(s) is returned to the pilot; or revoked by the issuing agency.

### C17 Safety and Accident Prevention

C17.1 The Contractor must submit a copy of all reports required by the Federal Aviation Regulations that relate to pilot and maintenance personnel performance, aircraft airworthiness or operations to the Aviation Safety Manager (ASM).

C17.1.1 Examples of these reports are shown in paragraphs 14 CFR Part 135.415 Mechanical Reliability Reports and Part 135.417 Mechanical Interruption Summary Reports required of the Federal Aviation Regulations, 49 CFR Part 830.5 and 49 CFR 830.15, and FAA Form 8010-4, Malfunction or Defect Report.

C17.2 Following a mishap, the CO will evaluate whether the Contractor was in compliance with contract provisions or with the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices, or programs, or whether there was negligence on the part of the company officers or employees that may have caused or contributed to the mishap. The Contractor must fully cooperate with the CO during this evaluation.

C17.3 The Contractor must provide a submittal of their company Safety Management System (SMS) Plan/safety program within 30 days after notice of award. The Contractor's submittal should consist of implemented practices and not simply a SMS Plan which has been purchased but never implemented. For purposes of this submittal, the SMS Plan/safety program must be organized under the following four components and as identified in the Safety Management System Plan/Safety Program Exhibit. (See Section C)

- Safety Policy
- Safety Risk Management
- Safety Assurance
- Safety Promotion

C17.3.1 The Contractor is required to provide updates to the CO that are made to their SMS Plan/safety program during the life of the contract.

C17.3.2 The Contractor's right to proceed may not be exercised if the Government does not receive the Contractor's submittal as specified above and in the Section C Exhibits.

### C18 Mishaps

#### C18.1 Mishap Definitions

As used throughout this contract, the following terms will have the meanings set forth below.

C18.1.1 The following terms are as defined in 49 CFR Part 830:

- Aircraft Accident
- Fatal Injury
- Incident.
- Operator

## SECTION C – CONTRACT TERMS AND CONDITIONS

Serious Injury  
Substantial Damage

C18.1.2 Airspace Conflict. A near mid-air collision, intrusion, or violation of airspace rules.

C18.1.3 Aviation Hazard. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C18.1.4 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. Classification of an incident as an "Incident with Potential" is determined by the agency ASM.

C18.1.5 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.

C18.1.6 SafeCom. An agency Aviation Safety Communique used to report any condition, observance, act, maintenance problem, or circumstance which has potential to cause an aviation related accident (Form AMD-34 or FS 5700-14).

### C18.2 Mishap Reporting

The Contractor must immediately, and by the most expeditious means available, notify the NTSB and the agency ASM when an "Aircraft Accident" or NTSB reportable "Incident" occurs.

C18.2.1 The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is:

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

### C18.3 Forms Submission

C18.3.1 Following an "Aircraft Accident" or when requested by the NTSB following notification of a reportable "Incident," the Contractor must provide the agency ASM with information necessary to complete a NTSB Form 6120.1/2 "Pilot/Operator Aircraft Accident Report".

C18.3.2 The Contractor is encouraged to submit a "SafeCom" to the agency ASM within 5 days upon the occurrence of any condition, observance, act, maintenance problem, or circumstance which has potential to cause an aviation-related mishap. Submission via the internet at <http://www.safecom.gov/> is preferred. Blank SafeComs can be obtained from agency ASMs. The submission of an NTSB Form 6120.1/2 does not replace the Contractor's responsibility to submit a "Safecom".

### C18.4 Pilot Suspension

See Suspension of Pilot clause C16.2.

### C18.5 Preservation Requirements

C18.5.1 The Contractor must not permit removal or alteration of the aircraft, aircraft equipment, or records following an Aircraft Accident, Incident, or Incident with Potential until authorized to do so by the CO or other authorized agency representative. Permitted exceptions to this requirement may be when life or property are threatened, when the aircraft is blocking an airport runway, etc. The Contractor must immediately notify the CO when taking such actions.

C18.5.2 The NTSB's release of the wreckage does not constitute a release by the CO.

### C18.6 Mishap Investigations

C18.6.1 The Contractor must maintain an accurate record of all aircraft accidents, incidents, aviation hazards, and injuries to Contractor or Government personnel arising during this contract.

C18.6.2 Following a mishap, the Contractor must ensure that pilots, mechanics or other personnel associated with the aircraft remain in the vicinity of the mishap until released by the CO or their designated representative. The Contractor must cooperate with the agency during any investigation and make available personnel and aircraft records, and any equipment, damaged or undamaged, that the agency deems necessary.

### C18.7 Costs Related to Investigation

The NTSB or agency will determine their individual agency's investigation cost responsibility. The Contractor will be fully responsible for any cost associated with the reassembly, approval for return-to-service, and return transportation of any items disassembled by the Government.

### C18.8 Rescue and Salvage Responsibilities

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

### C19 Economic Price Adjustment - Fuel

C19.1 During the contract period, including any renewal, the fixed hourly flight rate(s) identified in the Helicopter Hourly Flight Rate, Fuel Consumption and Weight Reduction Exhibit may be adjusted only as set forth herein to reflect increases and decreases in the cost of aviation fuel. No adjustments will be made to the project flight rates offered.

C19.2 The Contractor warrants that the prices offered for this contract do not include any allowances for any contingency to cover increased costs for which adjustment is provided under this clause.

## SECTION C – CONTRACT TERMS AND CONDITIONS

C19.3 The CO will conduct a fuel survey of the fuel source locations identified in Section A approximately April 15<sup>th</sup> and November 15<sup>th</sup> of each year the contract is in effect with any flight rate changes being effective as provided in C19.5.1.

C19.4 Prices for fuel will be obtained from <http://www.airnav.com/fuel> or by telephone and are the full service (FS) no additives prices, quoted as guaranteed or current within seven days of the adjustment dates identified above. Any price not identified as guaranteed or is not current within seven days will be obtained by direct contact with the fuel source location.

**C19.3 Base Price.** An initial base price for jet fuel is established at the approximate time of solicitation issuance. The base price for jet fuel is the average commercial price that is computed from pricing obtained from the identified sources in Section A. **The base price for fuel is identified in Section A, Requirements and Prices.**

**C19.4 Reference Price.** The reference price will be the average of commercial fuel prices in effect at the time of economic price adjustment. The reference price will be obtained by contacting the same sources used to establish the base price. The reference price will become the base price for subsequent adjustments.

**C19.5 Flight Rate Adjustment.** Provided variation in the average price per gallon for fuel from all fuel sources is 10 percent more or less per gallon from the base price previously established at the time the fuel survey is taken, the CO will make an adjustment to the hourly flight rates listed on the Helicopter Hourly Flight Rates, Fuel Consumption and Weight Reduction Exhibit. Adjustment to the hourly flight rate(s) is accomplished by taking the difference between the reference price and the base price and multiplying that number by the hourly fuel consumption rate for the aircraft identified on the fixed flight rate Exhibit (Section C). The amount is added/subtracted to the flight rates shown to arrive at the new flight rates. For any aircraft make and model offered, but not specifically identified in the Exhibit, the consumption rate will be determined by grouping the aircraft with the most similar aircraft make and model as determined by the COTR's office. This information will be made available to the Contractor when requested and will subsequently be included on the fixed flight rate Exhibit (Section C).

C19.5.1 The CO will provide notification to all Contractors of hourly flight rates that are adjusted as a result of this clause. Adjusted prices will apply to flight time occurring May 1<sup>st</sup> and after, and December 1<sup>st</sup> and after, until the next adjustment is made, if applicable.

### **C20 Adding Aircraft After Contract Award**

As awards were accomplished in a competitive environment, this contract does not permit the adding of different aircraft

other than the same make, model and series that were originally awarded.

C20.1 After contract award and the initial inspection, the Contractor may request in writing to the CO to add an aircraft of the same make, model and series as originally awarded and identified in the contract. The aircraft to be added must be of equal or greater performance capability as the aircraft originally awarded. It is at the Government's discretion as to whether additional aircraft will be added to the contract. If approved, additional helicopter(s) will be added to the applicable item number and will be paid at the same rates as the originally awarded aircraft. The contractor shall be responsible for contacting the COTR for scheduling an inspection. See C3.8 and C3.9 relative to inspection and cost of inspection for additional aircraft.

C20.2 The written request to add an aircraft must include the Add/Remove Aircraft Request Form (See Exhibit, Section C) and a copy of the list required by 14 CFR 135.63 or Operations Specifications Part D.

## **CONTRACT PERIOD AND RENEWAL**

### **C21 Contract Period**

C21.1 The contract period will be from contract award through April 30, 2014 unless otherwise extended as allowed herein.

Option Year One: May 1, 2014 through April 30, 2015

Option Year Two: May 1, 2015 through April 30, 2016

Option Year Three: May 1, 2016 through April 30, 2017

C21.2 No use shall occur until the Contractor's equipment and personnel have been inspected and approved under this contract as set forth elsewhere in this contract. No adjustment will be made to the start and/or end dates specified above as a result of the actual inspection and approval.

C21.3 The Government will not consider any contract aircraft to be under its operational control when the Contractor is not available or capable of providing Government scheduled services.

C21.4 When an order for services has been accepted, the Contractor is obligated to perform in accordance with the contract.

C21.5 Aircraft furnished for accepted orders will be subject to the exclusive use and control of the Government 24 hours per day, seven days per week for the period of use until released.

### **C22 Option to Extend the Term of the Contract (48 CFR 52.217-9, Mar 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor at least 30 days prior to expiration of the contract.

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

## SECTION C – CONTRACT TERMS AND CONDITIONS

(c) Options exercised prior to the availability of funds for a new fiscal year are subject to FAR 52.232-18 Availability of Funds, which is incorporated by reference.

(d) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **48 months**.

### **C23 Option to Extend Services (48 CFR 52.217-8, Nov 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The CO may exercise the option by written notice to the Contractor prior to the expiration of the contract.

### **ORDERS FOR SERVICE**

#### **C24 Authorized Ordering Activities**

##### **C24.1 Fire and Non-Fire Emergencies**

C24.1.1 At the beginning of each contract year performance period, the contracting officer will issue the contractor two Task Order numbers. One task order number shall be used solely for Fire Suppression flight services and the other for Search and Rescue flight operations. The issuance of these task order numbers does not guarantee flight services will be ordered.

C24.1.2 Order requests for Fire and Non-Fire Emergency services may only be placed by offices authorized to place orders as defined herein. The Government utilizes an ordering protocol for fire, non-fire emergencies and non-fire project missions. Fire and other non-fire emergency incidents such as Search and Rescue (SAR) orders will normally be placed by an ordering official within a Federal Government Dispatch Office. Orders may be received from any of the following, but generally begins first with a:

- 1) Local federal dispatch office or individual with dispatch authority;
- 2) Geographic Area Coordination Center (GACC)
- 3) National Interagency Coordination Center (NICC) located in Boise, Idaho.
- 4) The Contracting Officer

C24.1.3 Awardees will be given a fair opportunity to be considered for orders placed under this contract using aircraft capability based upon individual mission factors, Contractor availability, and estimated cost (to include all anticipated cost factors; flight, mobilization and demobilization costs, fuel vehicle mileage, extended standby, subsistence, etc.) for the Government's projected period of need. The Government's urgency in acquiring services may be the selection factor in emergency situations and override any other criteria identified above.

C24.1.4 An order may be made orally or electronically, but must be followed up in writing via Government task order indicating a funding source and signed by a Contracting Officer.

C24.1.5 Orders accepted by the Contractor from a source not identified herein, could result in a delay of payment or nonpayment of service.

##### **C24.2 Non-Fire Project Missions**

C24.2.1 Orders for Non-fire project missions may only be issued by a Contracting Officer. An order may be made orally or electronically, but must be followed up in writing on a Government task order indicating a funding source and signed by a Contracting Officer.

C24.2.2 Orders accepted by the Contractor from a source not identified herein, could result in a delay of payment or nonpayment of service.

##### **C25 Payment Method**

This section uses the following definitions:

**WILDLAND FIRE MISSION** – an unplanned fire related event that requires flight service support (requires an aircraft and pilot to have a fire carding approval, as applicable)

**PLANNED FIRE MISSION** – prescribed fire, helitorch, aerial ignition need that requires flight service support (requires an aircraft and pilot to have a fire carding approval, as applicable)

**NON-FIRE MISSION** – an activity that requires flight service support that does not require the aircraft and/or pilot to have a fire carding approval

**ONE-DAY** – project use beginning and ending during any one calendar day

C25.1 An order under this contract may be placed using one of two different payment methods as discussed below. The selected method of calculating payment shall be established at the time the order is placed and annotated on the order record. The payment method may not be changed thereafter unless directed by the Contracting Officer.

C25.1.1 **WILDLAND FIRE** missions of more than one-day's duration must be hired on a daily availability and fixed flight rate basis. Measurement and payment of availability (C31), flight and other pay items is as set forth under this contract.

C25.1.2 **PLANNED FIRE, NON-FIRE, AND ONE-DAY WILDLAND FIRE MISSIONS** can be hired on a daily availability and fixed flight rate basis OR a project flight rate basis. Orders placed and accepted on the basis of payment for daily availability and the fixed flight rate will be subject to C25.1.1 above.

## SECTION C – CONTRACT TERMS AND CONDITIONS

### C25.2 Point of Hire

The point of hire shall be the Contractor's operating base identified in the Schedule of Items or the location of the aircraft as identified by the Contractor at the time of order (whichever is closer) and confirmed on the Government resource order/record documentation.

### C26 Government Cancellations

C26.1 Cancellation of Orders by the Ordering Activity. The Government reserves the right to unilaterally cancel any order placed under this contract by providing the Contractor with a minimum of 24 hours written notice. The cancellation may be verbal, but must be confirmed in writing immediately with the Contractor with a copy being provided to the Contracting Officer by the most expeditious method (fax, e-mail, mail, etc.) available. Cancellations shall include a copy of the original Resource/Order documentation. Cancellations received by the Contractor not later than 24 hours prior to the Contractor's established reporting date and hour shall be at no cost to the Government.

C26.2 Cancellations that occur less than 24 hours prior to the date and hour set for reporting for services shall be paid in accordance with the following:

C26.2.1 Prior to Contractor departure to work location: one hour of flight time (only) at the specified contract flight rate. (No availability, subsistence or other miscellaneous items)

C26.2.2 After Contractor's departure to work location: Outbound and return flight time and fuel servicing vehicle mileage to the original point of hire. (No availability, subsistence, or other miscellaneous items not directly incurred as a result of actual flight time and fuel vehicle mileage incurred will be paid.)

C26.2.3 Claims for cancellation charges shall be submitted by the Contractor to the Contracting Officer for written concurrence, along with a copy of the cancellation notice.

C26.3 Contractor costs associated with project cancellations or postponements that are not Government fault or caused (i.e. unusually severe weather or weather ceilings, etc.) shall not be borne by the Government. Although without guarantee, the Government will give maximum ordering consideration to the cancelled Contractor if the mission is rescheduled.

### AVAILABILITY REQUIREMENTS

#### C27 Availability Requirements

C27.1 During any ordered period of use, the Contractor must be in compliance with all contract requirements and be available and capable of providing service up to 14 hours each day, as scheduled by the Government. Personnel must be available a

minimum of nine hours each day, or as scheduled by the Government. Pre- and post-flight activities performed by the pilot must be accomplished within the 14- hour duty day. Routine maintenance must be performed before or after the scheduled 14-hour period, or as permitted elsewhere in the contract.

C27.2 Extended standby is intended to provide the Contractor compensation for employee work time when ordered services are provided in excess of the first nine hours of service for the crew members identified in Section A. Travel/commuting for purposes of reporting to and from work or traveling to and from a lodging site do not fall within the definition of standby as provided in this contract. (See C28.1 Standby) Extended standby is not intended to compensate the Contractor on a one-to-one basis for all hours necessary to service and maintain the aircraft.

#### C28 Schedule of Operations and Reaction Time

The Government will schedule daily operations with the pilot. The Contractor's personnel must provide service, as directed by the Government, in one of the following categories:

**C28.1 Standby.** Personnel must be on standby each day as scheduled and must be ready for takeoff/dispatch within 15 minutes (or longer as authorized by the Government; e.g. flight planning purposes for long range dispatch) after the Government attempts to contact the Contractor's representative.

**C28.2 Release From Duty.** Contractor personnel may be released and considered to be off duty prior to lapse of their individual crew duty limitation period. Once released, they cannot be required to return to duty status that day and service will be recorded as fully available status, provided the Helicopter Manager/Helicopter Flight Manager has approved in advance release of the Contractor's personnel.

#### C28.3 Relief Crew Availability

C28.3.1 A relief crew is not required.

C28.3.2 If requested by the Government, the Contractor may provide a relief crew for each crew member's (as identified in Section A) mandatory days off.

C28.3.3 Daily availability and daily guarantee will not be measured for payment on the crew's mandatory days off and when no relief crew is provided, except see below. If the Government requests, and the Contractor provides a relief crew, daily availability or daily guarantee will be measured and paid as specified in Section C31.1 or C32 respective to how the order was placed.

C28.3.4 If the aircraft and pilot are available, daily availability or daily guarantee will continue to be measured for payment if the fuel servicing vehicle driver is required to take a mandatory day(s) off and the Government elects not to order

## SECTION C – CONTRACT TERMS AND CONDITIONS

a relief driver. No reduction in contract pricing will be made. It is at the Government's option if a relief driver will be ordered.

C28.3.5 Flight time required for refueling purposes will be paid at the applicable flight rate when the fuel servicing vehicle driver is on a mandatory day off and no relief has been ordered.

C28.3.6 Any relief crew members provided need to arrive at the work site in advance of the scheduled duty period to ensure compliance with rest periods as provided under Section B.

### C29 Maintenance During Orders

C29.1 The Helicopter Manager/Helicopter Flight Manager may approve Contractor requests to remove the aircraft from service to permit the Contractor to perform scheduled or unscheduled maintenance. The Government will continue to measure and pay for service availability throughout periods approved for maintenance. The Government may require the Contractor to resume service within 60 minutes or any other agreed upon time period. Failure to resume service would result in unavailability status.

C29.2 If the aircraft is not scheduled for service or service is unavailable, the aircraft may be removed from the Government operating base for maintenance, provided the Contractor: (1) Obtains the schedule of operations from the Government, (2) returns the aircraft to service before the beginning of the next availability period, and (3) uses the aircraft for maintenance test flights, or flight to and from maintenance facilities, only.

### C30 Unavailability and Damages

C30.1 The Contractor will be considered to be unavailable when they are not in compliance with all contract requirements or are not capable of providing service as scheduled by the Government. Unavailability status will continue until the Contractor has notified the Helicopter Manager/Helicopter Flight Manager that they are available.

C30.2 If the Contractor is unavailable for four or more consecutive hours, the Government reserves the right to release the Contractor from service. This release shall end the period of ordered service. Once released from service, availability and subsistence payments shall cease and no longer be paid under this order for service. The Contractor shall be entitled to claim only flight time and fuel vehicle mileage for returning the aircraft and fuel vehicle to the base from which it was hired.

## MEASUREMENT AND PAYMENT

### C31 Contract Pricing

Unit prices for daily availability, flight hours, extended standby and equipment options will be in whole dollars. If any of these unit prices are adjusted during the life of the contract, they will be adjusted to a whole dollar as follows: amounts of 50 cents or less will be rounded down and amounts of 51 cents or more will be rounded up.

Payment for services provided will be made as specified herein based upon the payment method (See C25) identified by the Government at the time of the order.

#### C31.1 Daily Availability and Government Fixed Flight Rate

C31.1.1 The daily availability rate should include all fixed and variable costs (depreciation, salaries, overhead, annual inspections, permanent shop facilities, etc.) incurred in providing continuous service exclusive of those costs directly attributable to actual flight. Daily availability is measured in full days (except as provided in C31.2 below for half days, for unavailability and C28.3 relief crew availability) for the daily period of time (maximum of 14 hours) scheduled by the CO or ordering unit's Helicopter Manager/Helicopter Flight Manager and provided by the Contractor. Payment for daily availability will be made as actual services are provided and documented on Aircraft Use Reports or other form as directed by the CO.

C31.1.2 Measurement of daily availability commences and ends when the helicopter departs its location of hire for the assigned work location and arrives at the same location of hire immediately upon release from the project, except as specified below. For purposes of this clause, time is computed based on the time zone at the point of each departure.

C31.1.2.1 For incidents where the Contractor elects not to immediately return to the original location of hire or departs for a new work site when released from the project, all payable items for the order end at the time of release.

C31.1.2.2 For one-day incidents where the Contractor is unable to immediately return to the location of hire because sufficient time is not available for the return trip, it is appropriate for the Government to make payment for subsistence, flight time and fuel vehicle mileage, as it is incurred, for return to the hired location the following morning. (i.e. release occurs at 8:00 p.m. but sufficient time is not available for the aircraft to immediately return to its location of hire the same day, it would be appropriate to pay subsistence, flight time and vehicle mileage to the hired location the following morning when it is actually incurred, but daily availability ended at the time of release the previous day.)

(a) Subsistence is not paid on the last day of service when no overnight is incurred or has not been specifically authorized by the Helicopter Manager/Helicopter Flight Manager.

## SECTION C – CONTRACT TERMS AND CONDITIONS

(b) Extended standby is paid on any day in which the crew members identified in Section A work in excess of 9 hours as provided in paragraph C.27.

C31.2 Services commencing after 1200 hours on the first day of service or terminating before 1200 hours on the last day will be measured as one-half day (.5 AV) for purposes of daily availability payments.

C31.3 Payment will be reduced for each hour, or portion thereof, in accordance with the Unavailability Conversion Chart Exhibit, when services are unavailable or when the aircraft has been released for the Contractor's benefit.

### **C32 Orders Placed using the Project Flight Rate Method of Payment**

C32.1 The project flight rate should include all fixed and variable costs (depreciation, overhead, annual inspections, permanent shop facilities, etc.) as well as costs directly attributable to actual flight that will be incurred in providing continuous service subject to the payment as specified herein. Payment of project flight time will be made as actual services are provided and documented on Aircraft Use Reports or other form as directed by the CO.

C32.2 The use period begins and ends when the helicopter departs its location of hire for the assigned work location and arrives at the same location of hire immediately upon release. Except in those incidents where the Contractor elects or is not able to immediately return to the original location of hire, the use period will end at the time of release from the project.

C32.3 Flight time (including mobilization/demobilization ferry/flight) is paid at the offered project flight rate subject to one of the following conditions:

C32.3.1 A total, actual use period of 4 or fewer clock hours. Payment is made at the project flight rate for actual flight/ferry hours flown and no minimum flight guarantee or daily availability payment applies.

C32.3.2 A total, actual use period in excess of 4 clock hours. Payment is made at the project flight rate for the greater of 1) actual flight/ferry hours flown OR 2) a guarantee of 3 flight/ferry hours per day.

C32.3.2.1 For one-day orders where the Contractor is unable to immediately return to the location of hire because sufficient time is not available for the return trip, it is appropriate for the Government to make payment for subsistence, flight time and fuel vehicle mileage for return to the hired location as it is incurred the following morning but the daily flight guarantee ends at the time of release the previous day. (i.e. release occurs at 8:00 p.m. but because of insufficient daylight, the aircraft cannot immediately return to its location of hire, but does so the following morning).

C32.3.2.2 Daily flight guarantee will be documented daily with a pay item code of GT and paid at the current project flight rate.

C32.3.2.3 Whenever, service is unavailable, the daily minimum flight guarantee will be reduced by the length of time service is unavailable not to exceed the daily guarantee.

C32.3.2.4 Subsistence is not paid on the first or last day of service when no overnight is incurred or has not been specifically authorized by the Helicopter Manager/Helicopter Flight Manager, except as provided under C32.3.2.1 above.

C32.3.2.5 Extended standby is paid on any day in which the crew members identified in Section A work in excess of 9 hours as provided in paragraph C25.2 and C33.1.

C32.3.2.6 Daily flight guarantee may not apply if no relief has been ordered and provided, but see C27.

### **C33 Flight Time**

C33.1 Measurement of Flight Time. Flight time will be measured from lift-off to touchdown in hours and tenths. Flight time will be measured by means of an approved electrical time recorder, as required in Section B.

C33.2 Payment for Flight Time. The Government will pay for all flights ordered by the CO and flown by the Contractor at the fixed or project flight rates set forth in Section A depending on the order method. The Government does not guarantee any minimum or maximum number of flight hours during this contract.

C33.3 Flights Associated with Inspections. Flight time associated with the DOI, Office of Aviation Services (agency) inspection will be at the expense of the Contractor and will not be measured for payment.

C33.4 Flights for Contractor's Benefit. The Government will not pay for flights benefiting the Contractor, such as flights for maintenance testing, for ferrying to and from maintenance facilities, flights required following an engine change, commercial charters, and flights solely for transporting Contractor's personnel.

### **C34 Additional Pay Items (from Schedule of Items)**

Claims for additional pay items addressed herein must be documented on the Aircraft Use Report or other form as directed by the CO and supported by invoice(s) and/or document(s), as required below. The Government will not pay claims submitted with incomplete or missing supporting documentation.

C34.1 Subsistence Allowance. A claim for a subsistence allowance (lodging and/or meals) may be made for each authorized crewmember's overnight stay, including mandatory

## SECTION C – CONTRACT TERMS AND CONDITIONS

days off, when assigned to a base away from the Contractor's operating base subject to the following:

C34.1.1 The Government, at its option, may provide meals and/or lodging (which may be remote field or fire camp accommodations). If not Government provided, the Contractor may claim an overnight allowance equal to the Federal Travel Regulation (FTR) standard rate (or high rate, if applicable, for the location of the overnight).

C34.1.1.1 No additional amount(s) shall be paid for lodging taxes, occupancy sales tax, city tax, or such taxes or other costs that may be imposed by lodging facilities at any location. No additional amount shall be paid for lodging amounts that exceed the FTR applicable standard or high rates.

NOTE: Any invoice submission that includes amounts in excess of the FTR specified locality rates will be rejected for payment. The Contractor will be required to resubmit at the FTR allowable rate for the overnight area.

C34.1.1.2 No lodging receipts are required to support the subsistence claim.

C34.1.2 If the Contractor does not use Government provided meals and/or lodging, the Government will not pay for Contractor costs incurred for travel to alternate meal or lodging locations.

C34.1.3 Unless the Government makes three meals available to the Contractor's employees, the applicable FTR total rate for meals and incidental expenses will be paid.

C34.1.4 If partial subsistence, either three meals or lodging, is provided by the Government, the Contractor will be paid at current FTR rates for the portion that is Contractor provided. Lodging will be handled as stated above. Current rates established by the FTR are:

### **STANDARD**

Meals and Incidental Expense: \$46.00

Lodging: \$77.00

Total: \$123.00

### **HIGH RATE**

For current FTR per diem rates see Internet site <http://www.gsa.gov/portal/category/100120>

C34.1.5 The Government is not contractually obligated to provide miscellaneous food/drinks/refreshments for Contractor employees at fire locations. While some locations may provide food/drink/refreshments to fire crews, including Contractor personnel, this intermittent availability does not create an ongoing Government obligation to furnish at every site/location.

C34.2 Fuel Servicing Vehicle Mileage. When fuel is transported with the fuel servicing vehicle, mileage taken from the vehicle odometer will be paid at the rate per mile stipulated

in Section A, based upon the vehicle's fuel capacity, when the vehicle is dispatched to provide support to the aircraft away from the Contractor's operating base/point of hire.

C34.2.1 If transportation accommodations are not provided by the Government, the Contractor may be paid for actual fuel vehicle mileage (at the applicable vehicle mileage rate) for one round trip per day from the field work site to the nearest motel/hotel accommodations. In lieu of the fuel vehicle, the Contractor may use a POV for the same purpose and payment for POV mileage will be made at the General Services Administration (GSA) POV current mileage reimbursement rate (Internet site <http://www.gsa.gov>.) Mileage is paid for one vehicle only. No mileage of any kind will be paid when associated solely with any other purpose.

C34.3 Fuel Supply Expense. The Contractor is responsible for the cost of all fuel required for contract performance. When the Contractor is ordered to operate from an alternate base, the Government will, at its option:

C34.3.1 Direct the Contractor to transport required fuel with the fuel servicing vehicle, subject to payment for fuel servicing vehicle mileage, if so provided in the Section A.

C34.3.2 Furnish fuel and deduct from payment the fuel cost based upon commercial rates at the nearest point fuel is commercially available.

C34.3.3 Direct the Contractor to obtain fuel for the helicopter from commercial sources at no additional cost to the Government.

C34.4 Helicopter Services Ordered without a Fuel Servicing Vehicle. At the election of the ordering entity and as agreed to by the Contractor services may be ordered and accepted for all services EXCLUDING the fuel servicing vehicle and driver. The order and Aircraft Use Report or other form as directed by the CO must document that no fuel vehicle/driver was ordered or provided. A contract daily reduction will be made as follows:

a) For services hired up to four (4) hours of use: \$100.00 per day (Pay Item Code-P30)

b) For services hired in excess of four (4) hours of use: \$200.00 per day (Pay Item Code-P31)

C34.5 Transportation Costs Associated with Operating Away From the Contractor's Operating Base. When operating away from the Contractor's operating base, the Contractor is required to provide for transporting relief and maintenance crew member(s), unless otherwise directed by the Government. Prior to incurring costs for transportation, the Contractor must advise the Helicopter Manager/Helicopter Flight Manager of the anticipated transportation costs. The Government reserves the right not to order or require relief personnel because of the cost of transportation. The Contractor will be paid actual necessary and reasonable costs

## SECTION C – CONTRACT TERMS AND CONDITIONS

for transporting personnel and required equipment listed below.

Relief Crew members. The complement must be the same as required in Section A.

Maintenance personnel and equipment required to accomplish scheduled maintenance, i.e. 50 and 100 hour inspections.

C34.5.1 The Contractor must complete and submit the Transportation Worksheet Exhibit, attach supporting transportation invoices to the Transportation Worksheet, and enter the total dollar amount as a line entry on the Aircraft Use Report or other form as directed by the CO. (SC pay item code). Claims that do not include these items or other documents necessary to verify incurred costs will be returned to the Contractor for proper completion.

C34.5.2 Unless approved in advance by the CO, payment for crew member exchanges is limited to one round trip for two crew members once every 12 days. Additional payment may be appropriate for circumstances such as personnel reaching flight or duty time limits including agency imposed temporary flight or duty restrictions as specified in Section B.

C34.5.3 Examples of acceptable expenses are airline tickets; car rentals; privately owned vehicle (POV) at the government mileage rate (currently .565 cents) (Internet site <http://www.gsa.gov>) and charter airplane showing aircraft make/model, flight time, hourly rate and departure and destination locations. Unless authorized in advance by the Aviation Project/Helicopter Manager, the expense for charter resources must not exceed reasonable costs by common carrier. The Government will not reimburse the Contractor for salary and subsistence costs for Contractor personnel in travel status.

C34.6 Miscellaneous Contractor Costs. Miscellaneous unforeseeable costs that cannot be recovered through the contract payment rates and that are the direct result of ordered services away from the designated base may be paid at actual costs, when authorized in advance by the Aviation Project/Helicopter Manager. Examples of such items are airport use costs (tie-downs) and truck permits at ports-of-entry, etc.. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C34.6.1 Landing Fees. The Government will pay the Contractor for all landing fees the Contractor is required to pay. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C34.7 Optional Accessory Equipment for Aircraft. Contractor offered optional accessory equipment as identified in the Schedule and accepted by the Government at the time of award will be paid the daily/hourly rate specified in Section A when specifically ordered and utilized by the Government.

This amount is in addition to daily availability and flight time payment for the aircraft. If the daily rate block contains N/A, no additional amount will be paid and any cost associated with the equipment must be included in the daily availability rate(s).

C34.7.1 The conformed contract will reflect details and pricing of accepted optional accessory equipment. The Government reserves the right to exclude optional accessory equipment that is offered. Acceptance of offered optional accessory equipment will be based upon the determination that the equipment option is at a reasonable price and is all inclusive of costs associated with operating and sustaining the equipment or conforms to the pricing scheme identified. No additional payment will be made for equipment, operators, subsistence or transportation costs unless otherwise permitted in the Schedule pricing.

C34.7.2 Optional Accessory Equipment not originally offered and identified in Section A will not be added at a later date.

### C35 Government Miscellaneous Charges

The Government will deduct payment for miscellaneous charges for goods or services furnished to the Contractor.

### EXHIBITS

C36 The following exhibits are enclosed and made part of the contract:

#### Section B

- Unacceptable Lap Belt and Shoulder Harness Conditions
- Acceptable Paint Schemes
- First Aid Kit and Survival Kit
- Procedures for Water Bucket Use
- FS/AMD A-15 Adapter for King LPH/EPA Series
- FS/AMD Drawing A-16
- Helicopter Long Line Remote Cargo Hook Equipment and Synthetic Long line Requirements
- Helicopter Offshore/Vessel Landings and Extended Over Water
- FS/AMD Drawing A-17
- Helicopter Like Makes and Models
- Contractor Provided Helitorch and Services (4 pages)
- Standard Interagency Load Calculation Form
- Helicopter Hourly Flight Rates, Fuel Consumption and Weight Reduction Chart

#### Section C

- Statement of Equivalent Rates for Federal Hires
- Department of Labor Wage Determination Information
- Unavailability Conversion Chart
- Transportation Worksheet
- Add/Remove Aircraft Request Form

**SECTION C – CONTRACT TERMS AND CONDITIONS**

**EXHIBIT**

**UNACCEPTABLE AIRCRAFT LAP BELT AND SHOULDER HARNESS CONDITIONS**

<b>Item</b>	<b>Unacceptable Conditions</b>
Webbing	<ol style="list-style-type: none"> <li>1. Frayed: 5 percent or more</li> <li>2. Torn</li> <li>3. Crushed</li> <li>4. Swelling: twice the thickness of original web or if difficult to operate through hardware</li> <li>5. Creased: no structural damage allowed</li> <li>6. Sun deterioration: severe fading, brittleness, discoloration, and stiffness</li> </ol>
Hardware	<ol style="list-style-type: none"> <li>1. Inoperable buckle or other hardware</li> <li>2. Nylon bushing at shoulder-harness-to-lap-belt connection missing or damaged</li> <li>3. Fabricated bushings or tie wraps used as bushings</li> <li>4. Rust/corrosion: only minor surface rust/corrosion allowed</li> <li>5. Wear: wear beyond normal use</li> </ol>
Stitches	<ol style="list-style-type: none"> <li>1. Broken or missing</li> <li>2. Severe fading or discoloring</li> <li>3. Inconsistent pattern</li> </ol>
TSO Tags (see 14 CFR 21.607)	<ol style="list-style-type: none"> <li>1. Missing</li> <li>2. Illegible</li> </ol>
Age	<p>Belts/fabric over 10 years from date of manufacture will be closely inspected for possible damage from exposure to the elements, but do not have to be replaced if they can be determined to be in serviceable condition.</p>

**SECTION C – CONTRACT TERMS AND CONDITIONS**

**EXHIBIT**

**ACCEPTABLE PAINT SCHEMES**

1. Starting at the blade tip, paint the first 1/6 of the blade length with gloss white. Paint the second 1/6 of the blade length with yellow or orange. Paint the third 1/6 of the blade length with gloss white. Paint the next 1/3 of the blade length with yellow or orange. Paint the remaining 1/6 of the blade length with gloss white.

<b>W</b>	<b>Y</b>	<b>W</b>	<b>Y</b>	<b>W</b>	<b>HUB</b>	<b>W</b>	<b>Y</b>	<b>W</b>	<b>Y</b>	<b>W</b>
<b>1/6</b>	<b>1/6</b>	<b>1/6</b>	<b>1/3</b>	<b>1/6</b>		<b>1/6</b>	<b>1/3</b>	<b>1/6</b>	<b>1/6</b>	<b>1/6</b>

2. One black and one white blade (two-bladed rotor systems).
3. Paint schemes previously approved under a U.S. Forest Service or Department of the Interior, IBC, Office of Aviation Services contract.
4. High visibility paint schemes and color variations specified by manufacturer in a service bulletin, instruction, or other manufacturer-published document or text.

**SECTION C – CONTRACT TERMS AND CONDITIONS**

**EXHIBIT**

**FIRST AID AND SURVIVAL KITS**

These are the minimum required items for special use activities in the United States and U.S. possessions. Additional survival kit items are required for flight activities conducted in Canada and Alaska.

<b>Minimum First Aid Kit Items</b>		
Each kit must be in a dust-proof and moisture-proof container. The kit must be readily accessible to the pilot and passengers.		
	Passenger Seats	Passenger Seats
Item	0-9	10-50
Adhesive bandage strips, (3 inches long)	8	16
Antiseptic or alcohol wipes (packets)	10	20
Bandage compresses, 4 inches	2	4
Triangular bandage, 40 inches (sling)	2	4
Roller bandage, 4 inches x 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 latex gloves		
1 face shield		
1 mouth-to-mouth barrier		
1 protective gown		
2 antiseptic towelettes		
1 biohazard disposable bag		

**NOTE:** Splints are recommended if space permits.

<b>Minimum Aircraft Survival Kit Items</b>
Fire starter (can be two boxes of matches in waterproof containers, “metal match,” etc.)
Magnesium fire starter
Laser rescue light
Signal mirror
Signal flares (6 each)
Space blankets (one per occupant)
Candles
Whistle
One knife (includes “multi-tools” with knives)
Wire saw, axe, hatchet, or machete
Nylon rope or parachute cord (50 feet, minimum 1/8 inch (3mm) thick)
Collapsible water container
Water purification tablets
Water (one quart per occupant required except when operating over areas with adequate drinking water)
Food (2 days’ emergency rations per occupant, with a caloric value of 1,000 calories per day)

## SECTION C – CONTRACT TERMS AND CONDITIONS

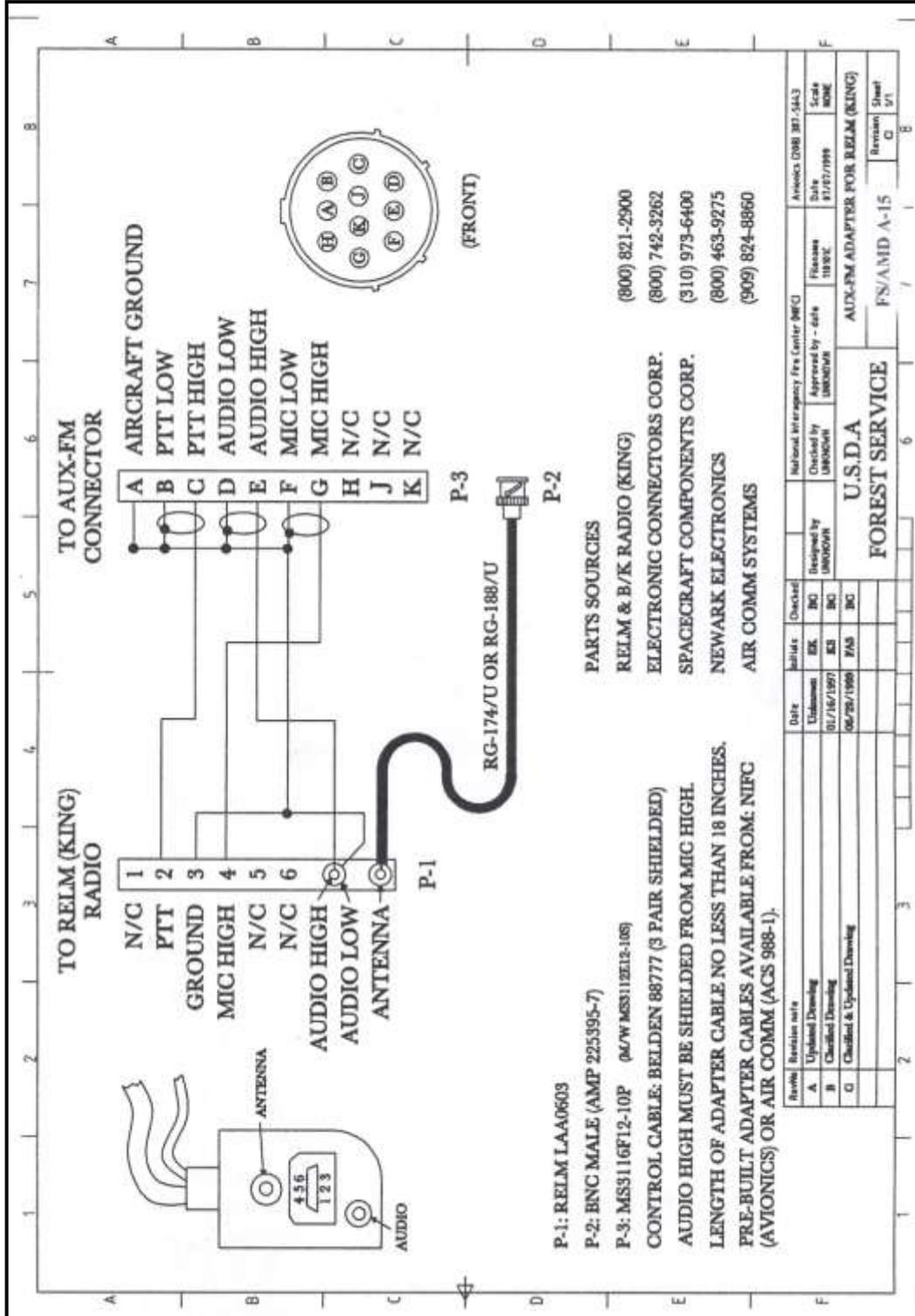
### EXHIBIT

#### WATER BUCKET USE PROCEDURES

1. Determine allowable payload using the Interagency Load Calculation method, appropriate hover-out-of-ground effect (HOG E) helicopter performance charts, and current local temperature and pressure altitude (no partial dips for performance planning purposes will be authorized).
2. Adjust the bucket capacity at the beginning of the fuel cycle so that the actual payload does not exceed the allowable payload when the bucket is filled to the maximum adjusted capacity.
3. Use 8.3 pounds per gallon of water. If mixed fire retardant is being delivered by bucket, use the appropriate weight per gallon for that mixture. The weight of the empty bucket and any associated suspension hardware (lines, cables, connectors, etc.) must also be included in calculating the actual payload. Document the calculation of the actual bucket payload on the load calculation form or separate load manifest.
4. Helicopters may be exempt from Item 2 above if they are equipped with electronic hook load measuring systems that provide a cockpit readout of the actual external load and provide a bucket equipped with a gating system, which allows part of the load to be released while retaining the remainder of the load.
5. Fly at a speed that does not exceed 80 knots indicated or the airspeed limitation established by the rotorcraft flight manual, whichever is less.
6. Mark the capacity of each position or adjustment level on the bucket. Collapsible buckets with cinch straps should only be adjusted to the marked graduations (as an example, 90%, 80%, 70%, 60%). Attempts to establish intermediate graduations or capacities below the manufacturer's minimum graduation (by tying knots, etc.) are prohibited.

EXHIBIT

DRAWING FS/AMD A-15  
Adapter for King LPH/EPA Series



**EXHIBIT****DRAWING FS/AMD A-16  
Accessory Connector Pin Assignments****Griffith Bucket (7 wire)**

	<b>MS 3101E-24-11S (Helicopter)</b>	<b>MS 3107B-24-11P (Bucket)</b>	
<b>Pin</b>	<b>Function</b>	<b>Function</b>	
A	Up limit relay coil	Up limit switch	(Green)
B	Up switch	Up limit switch	(White #16)
F	28VDC/Ground (up)	28VDC/Ground (up)	(White #12)
G	Down limit relay coil	Down limit switch	(Red #16)
H	Ground/28VDC (down)	Ground/28VDC (down)	(Black #12)
I	Down switch	Down limit switch	(Black #16)

**Sims Bucket (3 wire)**

	<b>MS 3101E-24-11S (Helicopter)</b>	<b>MS 3107B-24-11P (Bucket)</b>	
<b>Pin</b>	<b>Function</b>	<b>Function</b>	
B	28VDC/Ground	28VDC/Ground	(Green)
G	Ground (close)	Ground (close)	(White)
I	28VDC (open)	28VDC (open)	(Black)

**Sims Bucket (8 wire)**

	<b>MS 3101E-24-11S (Helicopter)</b>	<b>MS 3107B-24-11P (Bucket)</b>	
<b>Pin</b>	<b>Function</b>	<b>Function</b>	
A	28VDC (open)	28VDC (open)	(White/Black)
D	Ground	System Ground	(Blue/Green)
F	28VDC	System Power	(White, Red, Black)
H	Indicator light	Indicator light return	(Red/Black)
I	28VDC (close)	28VDC (close)	(Orange)

**Chadwick Bucket (2 wire)**

	<b>MS 3101E-24-11S (Helicopter)</b>	<b>MS 3107B-24-11P (Bucket)</b>
<b>Pin</b>	<b>Function</b>	<b>Function</b>
B	28VDC/Ground (open)	28VDC/Ground (open)
H	Ground/28VDC (close)	Ground/28VDC (close)

**Brackett Carousel/Chadwick Bucket (3 wire)**

	<b>MS 3101E-24-11S (Helicopter)</b>	<b>MS 3107B-24-11P (Bucket)</b>
<b>Pin</b>	<b>Function</b>	<b>Function</b>
C	28VDC Reset/bucket close	28VDC Reset/bucket close
D	Airframe Ground	System Ground
E	28VDC Hook/bucket open	28VDC Hook/bucket open

**Simplex Helitorch, Bambi Bucket, Remote Hook, And Seeders (2 wire)**

	<b>MS 3101E-24-11S (Helicopter)</b>	<b>MS 3107B-24-11P (Bucket)</b>
<b>Pin</b>	<b>Function</b>	<b>Function</b>
D	Airframe Ground	System Ground
E	28VDC (bucket open)	28VDC Bucket/Hook Open-Torch/Seeder on

**EXHIBIT**

**HELICOPTER LONG LINE/REMOTE CARGO HOOK EQUIPMENT REQUIREMENTS**

B6.29.1 One remote cargo hook with related cabling and release system, complying with the following specifications:

- (a) Electrically activated remote cargo hook that may be loaded and locked in a single motion with one hand and that is rated at the maximum lifting capacity of the aircraft.
- (b) The remote hook must be protected by a metal ring or cage that does not interfere with the use or function of the hook.
- (c) Counterwound or rotation resistant wire rope with swaged fittings having a minimum breaking strength of 3.75 times the working load with appropriate placards and/or synthetic rope meeting the requirements of the Helicopter Synthetic Long Line Requirements – see below.
- (d) The length of the rope must be readily adjustable from 50 to 150 feet in 50-foot increments.
- (e) Electrical cables must be protected from pinching by hooks or shackles and from damage caused by stretching of the line. The electrical wire must be long enough at the aircraft cargo hook end to prevent a swinging load from unplugging the electrical connector.
- (f) All fabrication and installation methods must comply with 14 CFR Part 133 and AC 43.13–1B.
- (g) Remote hook operating switch must be mounted on the collective control to avoid confusion with the helicopter cargo hook release.

**HELICOPTER SYNTHETIC LONGLINE REQUIREMENTS**

**1. Material Type**

Helicopter synthetic longlines shall be constructed from the HMWPE or HMPE (High Molecular Weight Polyethylene) family of rope fibers including brand names such as Spectra by Allied Signal or fibers with similar properties. Spectra has very high strength, high flex fatigue life, very low stretch (less than 1 percent elongation at 30 percent of break strength), excellent chemical resistance, and less than 1 percent water absorption. Another high strength, high performance rope fiber is Vectran produced by Hoechst-Celanese. Rope brand names made from these types of fibers include Plasma 12, Spectron II, and Spectron 12 or AmSteel. Ropes from these fibers are usually twelve-strand or double-braid construction.

**2. Rope Diameter:** Minimum rope diameter shall be ½-inch.

**3. Working or Rated Load**

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

- Type 1: 8,000 lb to 30,000 lb or greater
- Type 2: 1,600 lb to 4,500 lb
- Type 3: 750 lb to 1,600 lb

**4. Factor of Safety**

A factor of safety of 7 shall be used for helicopter synthetic longlines. Therefore, all ropes shall have an ultimate strength (minimum breaking 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 must have a minimum breaking strength when new of at least 31,500 pounds. Rope diameters will vary depending on strength and type of rope.

**5. Knots and Splices**

No knots are permitted in the synthetic longline. Knots can decrease rope strength by as much as 50 percent. Splices may be used in the assembly of the longline, but no mid-line splicing repairs may be done. Resplicing at the end of the line is permitted only if the

## SECTION C – CONTRACT TERMS AND CONDITIONS

rope is in good condition and the new splice is done per the manufacturer's recommended splicing practices. Splices should always follow the manufacturer-recommended splicing practices.

### **6. Protective Coatings and Covers**

Rope manufacturers offer protective coatings such as aromatic urethane coatings, which help with abrasion resistance and provide some UV protection. The coating appears as a dye on the rope and does not change the rope dimension. Heavy plastic coatings are not recommended because the inside of the rope cannot be inspected. Some companies also sell "sleeve" covers that attach with Velcro. These are easily removable for rope inspection and provide the greatest UV and debris protection. It is recommended but not required that synthetic longlines have the UV coating and/or the removable covers to help protect the lines. Consult rope manufacturers for acceptable coating methods.

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

## SECTION C – CONTRACT TERMS AND CONDITIONS

### EXHIBIT HELICOPTER OFFSHORE/VESSEL LANDINGS AND EXTENDED OVER WATER

#### B1.4.1 Definitions

B1.4.1.1 Over water: Helicopter operations beyond power off gliding distance to shore but within 50 nautical miles of any shoreline.

B1.4.1.2 Extended over water: Helicopter operations over water at a horizontal distance of more than 50 nautical miles from the nearest shoreline and more than 50 nautical miles from an offshore heliport structure.

B1.4.1.3 Platform/vessel landings: Helicopter operations requiring takeoff/landing on an offshore heliport structure or a marine vessel.

#### B6.28 Equipment Requirements

B6.28.1 A survival kit containing items specified in the First Aid and Survival Kit Exhibit (See Exhibits in Section C) or as specified in 14 CFR 135.167 must be furnished by the Contractor and carried aboard the aircraft on all flights.

Note: Extended over water operations require emergency equipment identified in 14 CFR 135.167.

B6.28.2 Emergency flotation gear (popout) or standard flotation gear (fixed floats).

B6.28.3 Flight instruments for low visibility flight conditions, including gyroscopic bank and pitch indicator (ADI), directional gyro, vertical speed indicator, and rate of turn indicator or skid/slip indicator or inclinometer.

#### B9 Personnel Requirements

B9.2 A helicopter instrument rating or an airline transport pilot (ATP) certificate with category and class rating not limited to VFR.

B9.3 Experience for platform/vessel landings: 200 hours PIC in helicopter operations offshore including landing on offshore heliport structures or vessel heliports, or 100 hours PIC in offshore operations if 50 hours of offshore operation was accomplished within the previous 12 months.

B9.4 Pilots must demonstrate their ability during an agency evaluation flight as specified in Section C.

#### B20 Flight Operations

B20.12 Minimum weather conditions for VFR flights are defined as: Onshore, ceiling 300 feet and visibility 1 mile; offshore, ceiling 500 feet and visibility 3 miles.

#### B22 Personal protective equipment (PPE).

B22.4 PFD required by 14 CFR 91 or life preserver(s) (TSOC13) required by 14 CFR must be on board all aircraft operated over water and beyond power-off gliding distance to shore.

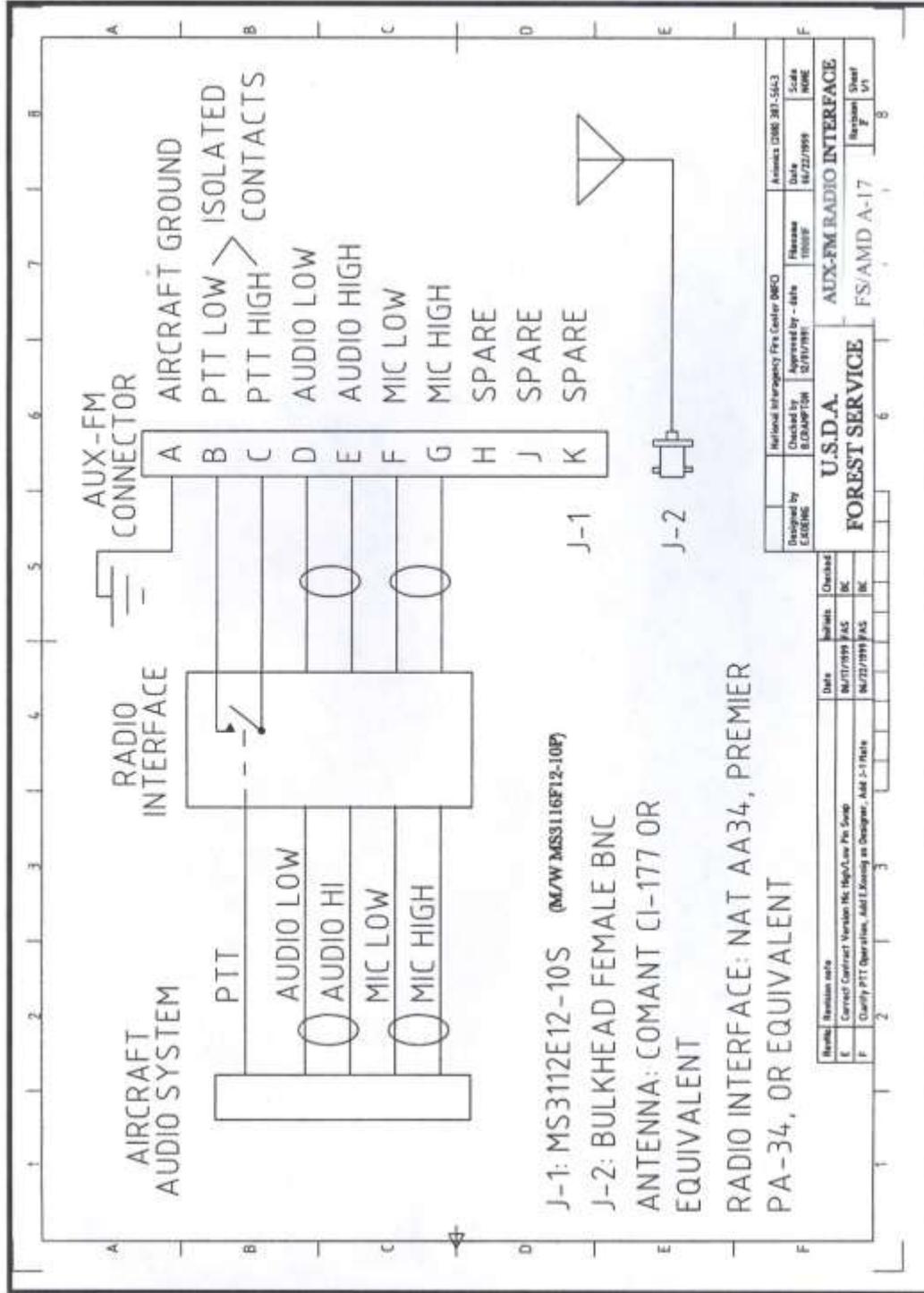
B22.5 All occupants of aircraft operated over water and beyond power-off gliding distance to shore must wear an FAA approved PFD or life preserver or a U.S. Coast guard Type III PFD.

B22.6 Anti-exposure suits must be worn in all single-engine aircraft and readily available to occupants of multiengine aircraft when conducting extended over water flight (as defined in 14 CFR 1.1) and when the water temperature is estimated to be 50 degrees Fahrenheit or less.

EXHIBIT

DRAWING FS/AMD A-17

Auxiliary FM Radio Interface



**SECTION C – CONTRACT TERMS AND CONDITIONS**

**EXHIBIT  
HELICOPTER LIKE MAKES AND MODELS  
FOR EXCLUSIVE USE CONTRACTS**

<b>Make</b>	<b>Model</b>
Agusta	109
Bell	47 Series (All Recips)
Bell	47 Series Soloy
Bell	206A, 206B, 206BIII
Bell	206L, 206L-1, 206L-3, 206L-4
Bell	407
Bell	204, 205, UH-1, All Series
Bell	212, 412,
Bell	214
Boeing	BV 107, BK 107
Boeing	BV 234, CH 47 Series
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	AS 330, 332 (Puma)
Eurocopter	MBB 105 Series
Eurocopter	BK 117 Series
Eurocopter	EC-135
Eurocopter	EC-120
Hiller	12 Series (Recips)
Hiller	12 Series (Soloy)
Hiller	FH 1100
Hughes/Schweizer	269 (300) Series (Recips)
Schweizer	330
Kaman	H 43 Series
Kaman	K1200
Sikorsky	S-55, H19 (Recip), S-55T
Sikorsky	S-58, H34 Series (Recip), S-58T Series
Sikorsky	S-62
Sikorsky	S-61, Series
Sikorsky	S-64
Sikorsky	S-76, Series
Sikorsky	S-70, UH-60 Series

This list does not specifically follow the FAA guidelines as it relates to 14 CFR 135.293 competency.

Similar military aircraft are not acceptable for grouping.

Grouping of like makes and models of aircraft allows determination of pilot authority. Differences training must 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.

**EXHIBIT**

**CONTRACTOR PROVIDED HELITORCH AND SERVICES – 4 pages**

General

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

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

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

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

Equipment

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

Supplies

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

Personnel

The Contractor shall provide 2-qualified helitorch mixing personnel in accordance with the IAIG. All personnel furnished shall perform work in a

safe and professional manner. The Government shall provide a qualified Helitorch Manager in accordance with the IAIG.

Documents

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

Approved Fuel Thickeners

FIRETROL® Products      Firegel®      Sure Fire®      Petro Jel™

Gel-Fuel Mixture

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

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

Disposal

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

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

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

**SECTION C – CONTRACT TERMS AND CONDITIONS**

<b>HELITORCH INSPECTION CHECKLIST</b>	
Company:	
Helitorch Identification:	Location:
Inspector:	Date:
<b>Tank (55 to 70 Gallons)</b>	
DOT Specification Drum (UN1A1 or UN1A2) or Exemption for Non-DOT Fuel Tank (Drum Spec or Exemption Number _____)	
“Flammable Liquid” label, “UN 1203” marking, “Gasoline” marking and Exemption Number (as required) applied to drum or tank	
2-inch male Cam & Groove fitting installed for vapor removal/recovery (per sketch for Fire Spec & Simplex )	
Relief valve installed and mounted on Cam & Groove fittings to prevent clogging of valve by Gel (per sketch for Fire Spec & Simplex)	
Cam & Groove fitting levers secured with safety pins or self locking levers installed	
2” Emco Wheaton Dry Break Adapter Installed for Fueling of Drum or Tank (Per Sketch for Fire Spec & Simplex)	
Filling of Drum of Tank by Bottom Filling – Either by Installation of Dry Break at Bottom of Drum or by a Fill Spout That Extends to Within 6” of Tank Bottom – Splash Filling Not Permitted	
Sight glass installed to determine fuel level in drum or tank	
Drum or tank is not damaged and no leakage is visually detectable	
Comments:	
<b>Suspension</b>	
Wire ropes have no physical damage (broken strands, kinks, etc)	
Aviation grade bolts installed – The bolt shoulders are long enough so that the cable ends contact only the shoulder of the bolts and the bolt threads are not a load bearing surface	
The Pear Link adapter spacer is installed so that the Pear Link contacts only the spacer and not the bolt	
Comments:	
<b>Electrical</b>	
Power Cable in Good Condition – No Cuts or Gaps in Insulation	
Comments:	
<b>Miscellaneous</b>	
Propane Hose - Hose is Compatible With Propane and Has a Braided Metal Cover	
Comments:	

**SECTION C – CONTRACT TERMS AND CONDITIONS**

<b>BATCH MIXER INSPECTION CHECKLIST</b>	
Company:	
Batch Mixer ID:	Location:
Inspector:	Date:
<b>Trailer Mounting</b>	
Tank connected to trailer frame not expanded metal decking	
Trailer equipped with brakes if trailer rating is 1500 lbs or more	
Trailer wiring protected from abrasion	
Comments:	
<b>Tank (Greater Than 119 Gallons)</b>	
MC 306 or DOT 406 specification cargo tank or IBC (Type _____ )	
Emergency shutoff lever accessible and remotely actuated more than 10-feet away from shutoff valve or at end of tank furthest from valve	
Tank and/or vehicle placarded on 4-sides as “Flammable Liquid” and marked on 4-sides as “UN 1203”	
Shutoff valves are protected and do not protrude from vehicle	
2-inch Cam & Groove fitting installed for vapor removal/recovery	
Fill spout extends to within 6-inches of tank bottom – splash filling not permitted	
V, K Inspection Current	
I, P Inspection Current	
Comments:	
<b>Engine Installation</b>	
Fuel Tank Located to Reduce Spillage of Gasoline on Hot Engine	
Shielding installed between pump and engine to prevent leaks from contacting hot engine	
Shielding installed between piping and engine to prevent leaks from contacting hot engine	
Comments:	
<b>Electrical</b>	
All Electrical Connections Are Sealed and Secured	
Switch housings covered	
Battery located away from piping joints and pump	
Comments:	
<b>Hoses</b>	
Hoses designed for use with gasoline (Hose Make & Model _____ )	
Vapor recovery/removal hose designed for use with gasoline vapor (Hose Make & Model _____ )	
Swaged hose ends	
Electrically conductive	
Live reel installed	
Comments:	
<b>Pump</b>	
Pump Internals are Non-Sparking (Pump Make & Model _____ )	
Pump seals are compatible with gasoline (Viton or Buna N)	
Comments:	

**SECTION C – CONTRACT TERMS AND CONDITIONS**

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

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

SECTION C – CONTRACT TERMS AND CONDITIONS

**EXHIBIT**

**STANDARD INTERAGENCY LOAD CALCULATION METHOD AND FORM**

<b>INTERAGENCY HELICOPTER LOAD CALCULATION</b> AMD-67/FS 5700 (10/06)		MODEL	
		N#	
PILOT(S)			DATE
MISSION			TIME
1	DEPARTURE	PA	OAT
2	DESTINATION	PA	OAT
3	HELICOPTER EQUIPPED WEIGHT		
4	FLIGHT CREW WEIGHT		
5	FUEL WT ( _____ gallons X _____ lb per gal)		
6	OPERATING WEIGHT (3 + 4 + 5)		
		Non-Jettisonable	
		HIGE	HOGE
		Jettisonable	
		HOGE-J	
7a	PERFORMANCE REF (List page/chart from FM)		
7b	COMP GROSS WT (FM performance section)		
8	WT REDUCTION (Req for all non-jettisonable)		
9	ADJUSTED WEIGHT (7b minus 8)		
10	GROSS WT LIMIT (FM limitations section)		
11	SELECTED WEIGHT (Lowest of 9 or 10)		
12	OPERATING WEIGHT (From line 6)		
13	ALLOWABLE PAYLOAD (11 minus 12)		
14	PASSENGERS/CARGO MANIFEST		
15	ACTUAL PAYLOAD (Total of all weights listed in Item 14) Line 15 must not exceed line 13 for the intended mission.		
PILOT SIGNATURE			
MGR SIGNATURE			Hazmat Yes ___ No ___

## SECTION C – CONTRACT TERMS AND CONDITIONS

### STANDARD INTERAGENCY LOAD CALCULATION METHOD AND FORM (CONT.)

#### Interagency Helicopter Load Calculation Instructions

A load calculation must be completed for all flights. A new calculation is required when operating conditions change ( $\pm 1,000'$  in elevation or  $\pm 5^\circ\text{C}$  in temperature) or when the helicopter operating weight changes (such as changes to the equipped weight, changes in flight crew weight, or a change in fuel load).

All blocks must be completed. Pilot must complete all header information and items 1-13. Helicopter manager completes items 14 and 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 and OAT at destination. If destination conditions are unknown, use MSL elevation from a map and standard lapse rate of  $2^\circ\text{C}/1,000'$  to estimate OAT.

Check the box in line 1 (departure) or line 2 (destination) to indicate the most restrictive values used to obtain computed gross weight in line 7b.

**3. Helicopter equipped weight.** Equipped weight equals the empty weight (as listed in the weight and balance data) plus the weight of lubricants and onboard equipment required by contract (i.e., survival kit, rappel bracket).

**4. Flight crew weight.** Weight of the pilot and any other assigned flight crewmembers on board (i.e., copilot, flight engineer, navigator) plus the weight of their personal gear.

**5. Fuel weight.** Number of gallons on board **X** the weight per gallon (**jet fuel = 7.0 lb/gal**; AvGas = 6.0 lb/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 and 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 and 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 takeoff 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 on board.

SECTION C – CONTRACT TERMS AND CONDITIONS

**EXHIBIT -**  
**HELICOPTER HOURLY FLIGHT RATES, FUEL CONSUMPTION, AND WEIGHT REDUCTION CHART**

**This chart has been moved to Section A of the contract.**



SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT

DEPARTMENT OF LABOR WAGE DETERMINATION INFORMATION

This solicitation includes Department of Labor (DOL) wage determinations as identified below. In order that this solicitation may be accessed electronically, the following DOL wage determination information has been extracted from the wage determination(s) listed below and identifies the occupations of service employees that would typically be employed on this type of a solicitation. This information should be considered when submitting an offer. The DOL wage determination information identified herein will be included in the awarded contract with complete copies of the wage determinations being provided to the successful Contractor. *To receive the wage determinations in their entirety, please contact the issuing office at 208-433-5026 or submit a written facsimile request to 208-433-5030.*

**DOL WAGE DETERMINATION NO. 1995-0222, REV. 33 DATED 6/18/12**

Area: Nationwide  
Applicable Occupation: Airplane Pilot Minimum Hourly Wage: \$25.70

**DOL WAGE DETERMINATION NO. 1995-0221, REV. 29 DATED 6/22/12**

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

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$13.13  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.55  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.35

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

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$13.95  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$17.99  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$18.77

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

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$8.93  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$15.98  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$16.62

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

Occupation: Truckdriver, Light \* Minimum Hourly Wage: \$10.40  
Truckdriver, Medium \*\* Minimum Hourly Wage: \$16.53  
Truckdriver, Heavy \*\*\* Minimum Hourly Wage: \$17.61

As defined in the DOL Service Contract Act Directory of Occupations, truck drivers are classified by type and rated capacity of truck as follows:

- \*Straight truck, under 1 ½ tons, usually 4 wheels
- \*\*Straight truck, 1 ½ to 4 tons inclusive, usually 6 wheels
- \*\*\*Straight truck, over 4 tons, usually 10 wheels

## SECTION C – CONTRACT TERMS AND CONDITIONS

### FRINGE BENEFITS REQUIRED AND APPLICABLE FOR EACH OCCUPATION IDENTIFIED ABOVE

#### WD 1995-0222 Rev. 33 and WD 1995-0221 Rev. 29

1. Health & Welfare: \$3.71 per hour or \$148.40 per week or \$643.07 per month
2. Holidays: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. (A Contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (Reg. 29 CFR 4.174)

#### WD 1995-0222 Rev. 33

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

#### WD 1995-0221 Rev. 29

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

**CONFORMANCE PROCESS** - If the offeror intends to employ a class of service employee that is not listed above, the offeror should immediately contact the issuing office of this solicitation and request a complete copy of the wage determinations. The offeror can then view the wage determinations in their entirety and if needed can make a request for authorization of an additional classification and wage rate through the conformance process as set forth in the wage determinations.

SECTION C – CONTRACT TERMS AND CONDITIONS

**EXHIBIT**

**UNAVAILABILITY CONVERSION CHART**

<b>HOURS UNAVAILABLE</b>	<b>UNITS OF AVAILABILITY RECORDED AS:</b>	<b>UNITS OF UNAVAILABILITY RECORDED AS:</b>
0	1.00	0.00
1	.93	.07
2	.86	.14
3	.79	.21
4	.71	.29
5	.64	.36
6	.57	.43
7	.50	.50
8	.43	.57
9	.36	.64
10	.29	.71
11	.21	.79
12	.14	.86
13	.07	.93
14	0.00	1.00

# EXHIBIT

## TRANSPORTATION WORKSHEET

<p>When assigned to an alternate base, the Contractor will be paid for actual <u>necessary and reasonable</u> costs associated with transporting authorized personnel. The Contractor is responsible for advising the on-site Government representative(s) of the anticipated cost associated with transporting relief (and/or maintenance) personnel to the alternate base <b>prior</b> to the exchange. <b><u>Claims must be supported by itemized invoices.</u></b>  <b>See contract clause "Transportation Costs Associated with Operating Away From the Contractor's Operating Base" for detailed information</b></p>				
DATE		ALTERNATE BASE LOCATION		
<b>Relief Exchange – Involved Crew Member(s)</b>				
<input type="checkbox"/> Relief Pilot				
Name				
<b>Scheduled Maintenance</b>				
<input type="checkbox"/> Mechanic		<input type="checkbox"/> Other; _____		
Name		Name		
Maintenance Accomplished		Reason for providing additional maintenance support personnel		
<b>ITEMIZATION OF COSTS – Invoices and/or receipts are attached (copies are acceptable)</b>				
Airline Transportation	Name			\$
Airline Transportation	Name			\$
Charter Aircraft	Invoice must include aircraft make/model, flight time, hourly rate, passengers, and departure/destination location, date and time			\$
Rental Car				\$
Rental Car Fuel				\$
POV	Total Mileage	Rate	From	To
		\$		
Other (explain)				\$
				\$
				\$
				\$
				\$
<b>Total ACTUAL Cost</b>				<b>\$</b>
<p><b>Yes, the Government field representative was notified of the anticipated cost for this transportation expense as detailed above</b></p>				Date
Contractor Representative Signature				

