OFFEROR'S COPY

Issuing Office: National Interagency Fire Center USDA/Forest Service, Contracting Owyhee Building, MS 1100 3833 S. Development Ave Boise, ID 83705-5354	
Offers Are Solicited For: Helicopter Support Services (HSS)	This solicitation can be downloaded at https://sam.gov
Solicitation: 1202SA22R9203 – HSS – Type 3	

IMPORTANT – NOTICE TO ALL PROSPECTIVE OFFERORS

Offerors are required to email the Contracting Officer a letter of intent to submit a proposal which includes their UEI, DUNS, email/phone of individual with authority to bind, no later than 1200 hours, Mountain, September 2, 2022. The information provided in this cover letter is not intended to be construed differently from the information in the solicitation. Should an apparent conflict in the interpretation exist, the information in the RFP shall take precedence.

Proposals shall be submitted in accordance with E.3 and E.10, no later than 1200 hours, Mountain, Month Day, 2022 (TBD). Proposals that arrive after the prescribed time for receipt of proposals will be considered late and treated in accordance with the FAR.

It is the Offeror's responsibility to monitor the GPE for any changes to the solicitation at sam.gov. This solicitation neither commits the Government to pay any cost incurred in the submission of the offer or in making necessary studies or designs for preparing the offer, nor to contract for services/supplies. Any cost incurred in anticipation of a contract shall be at the Offeror's own risk.

Contracting Officer, David Hershey, david.hershey@usda.gov

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

SECTION A: STANDARD FORM (SF) 1449

SECTION A
STANDARD FORM (SF) 1449

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS *OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30*			1. REQUISITION NUMBER	PAGE: 1 of 300
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER: 1202SA22R9203	6. SOLICITATION ISSUE: 08/19/2022 0800 MT
7. FOR SOLICITATION INFORMATION CALL:	a. NAME: David Hershey		b. EMAIL: david.hershey@usda.gov	8. OFFER DUE: TBD 1200 MT

9. ISSUED BY — CODE:
National Interagency Fire Center
USDA/Forest Service, Contracting
Owyhee Building, MS 1100
3833 S. Development Ave
Boise, ID 83705-5354

10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: 100% FOR:
☐ SMALL BUSINESS
☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
☐ HUBZONE SMALL BUSINESS
☐ (EDWOSB)
NAICS: 481212
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
☐ 8 (A)
SIZE STANDARD: 1500 Employees

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☒ SEE SCHEDULE	12. DISCOUNT TERMS	☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING 14. METHOD OF SOLICITATION ☐ RFQ ☐ IFB ☒ RFP

15. DELIVER TO — CODE:
See 9

16. ADMINISTERED BY — CODE:
See 9

17a. CONTRACTOR/ OFFEROR — CODE: — FACILITY CODE:
TELEPHONE NO. DUNS NO.

18a. PAYMENT WILL BE MADE BY — CODE:
IPP

☐ 17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Helicopter Support Services (HSS) - Type 3				

25. ACCOUNTING AND APPROPRIATION DATA

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

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED
☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*	
30b. NAME AND TITLE OF SIGNED *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

SECTION B: CONTINUATION OF SF 1449

SECTION B
CONTINUATION OF SF 1449

TABLE OF CONTENTS

SECTION A: STANDARD FORM (SF) 1449 2
SECTION B: CONTINUATION OF SF 1449 4
TABLE OF CONTENTS 5
B.1 SCOPE OF CONTRACT 9
B.2 SCHEDULE OF ITEMS 9
B.3 HELICOPTER PAYLOAD SPECIFICATIONS (MINIMUM) TO BE USED FOR PROPOSAL EVALUATION PURPOSES AND AIRCRAFT WEIGHING AND WEIGHT VALIDATION 10
B.4 HELICOPTER REQUIREMENTS 15
B.5 HELICOPTER MAINTENANCE 26
B.6 HELICOPTER PERFORMANCE DATA AND LIMITATIONS 31
B.7 HELICOPTER AVIONICS 32
B.8 HELICOPTER MANAGER DELEGATED AUTHORITIES 47
B.9 CERTIFICATIONS - GENERAL 48
B.10 CERTIFICATIONS - STANDARD & RESTRICTED 49
B.11 INSPECTION AND ACCEPTANCE 50
B.12 PRE-USE INSPECTION EXPENSES 54
B.13 INSPECTIONS DURING USE 54
B.14 REINSPECTION EXPENSES 55
B.15 OPERATIONS 55
B.16 PILOT SPECIAL-USE MISSION AUTHORIZATIONS 63
B.17 GOVERNMENT PILOT TRAINING (VENDOR TO IDENTIFY IN PROPOSAL WORKBOOK, PWB) 64
B.18 PERSONNEL 64
B.19 MINIMUM/MAXIMUM COMPLEMENT OF PERSONNEL BY AIRCRAFT TYPE 79
B.20 SUBSTITUTION OR ADDITION OF PERSONNEL, HELICOPTERS, AND EQUIPMENT 80
B.21 ADDITIONAL PERSONNEL (DOES NOT APPLY TO RELIEF CREWS) 81
B.22 CONDUCT AND REPLACEMENT OF PERSONNEL 81
B.23 SUSPENSION AND REVOCATION OF PERSONNEL 82
B.24 FLIGHT HOUR AND DUTY LIMITATIONS 83
B.25 CREW COVERAGE 86
B.26 ACCEPTABLE WORK SCHEDULES (VENDOR TO IDENTIFY IN PWB) 86
B.27 STANDBY HOURS PER DAY 87
B.28 EXTENDED STANDBY HOURLY RATE 87
B.29 OVERNIGHT STANDARD PER DIEM RATE ALLOWANCE 87
B.30 OPERATIONS IN ALASKA, CARIBBEAN, CANADA, OR MEXICO (VENDOR TO IDENTIFY IN PWB) 87
B.31 ADDITIONAL OFFERED EQUIPMENT (VENDOR TO IDENTIFY IN PWB) 87
B.32 PUBLIC AIRCRAFT OPERATIONS 88
B.33 NVG-NIGHT FLYING HELICOPTER OPERATIONS PRE-MANDATORY AVAILABILITY PERIOD AGENCY/CONTRACTOR TRAINING REQUIREMENTS 88
B.34 GOVERNMENT FURNISHED INFORMATION 88
B.35 AIRCRAFT AND EQUIPMENT SECURITY 89

B.36 DATA, IMAGES AND VOICE RECORDINGS 89
B.37 ENVIRONMENTAL RESPONSIBILITIES 89
B.38 ACCIDENT PREVENTION AND SAFETY 90
B.39 MISHAPS 92
B.40 PERSONAL PROTECTIVE EQUIPMENT 93
B.41 DAILY AVAILABILITY REQUIREMENTS 95
B.42 UNAVAILABILITY 97
B.43 LODGING & MEALS 98
B.44 WILDLAND FIRE CHEMICALS 98
B.45 DEFINITIONS 98
B.46 ABBREVIATIONS/ACRONYMS 106
SECTION C: CONTRACT CLAUSES 109
C.1 FAR 52.212-4 - CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (DEVIATION 2017-1) (NOV 2021) 110
C.2 ADDENDUM TO FAR 52.212-4(A), THE FOLLOWING IS ADDED: 116
C.3 ADDENDUM TO FAR 52.212-4(K) TAXES 119
C.4 FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (FAR 52.212-5)(DEVIATION JUL 2020)(MAY 2022) 119
C.5 FAR 52.252-2, CONTRACT CLAUSES INCORPORATED BY REFERENCE (FEB 1998) 130
C.6 ON-RAMP AND TECHNOLOGY INSERTION 130
C.7 OFF-RAMP CLAUSE 131
C.8 FAR 52.216-18, ORDERING (AUG 2020) 131
C.9 HELICOPTER SERVICE TASK ORDERING PROCEDURES 132
C.10 FAR 52.216-19, ORDERING LIMITATIONS (OCT 1995) 134
C.11 FAR 52.216-22, INDEFINITE QUANTITY (OCT 1995) 134
C.12 FAR 52.216-32 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (SEP 2019) 135
C.13 AGAR 452.216-73, MINIMUM AND MAXIMUM CONTRACT AMOUNTS (FEB 1988) 136
C.14 PAYMENT PROCEDURES 136
C.15 PAYMENT FOR AVAILABILITY 138
C.16 PAYMENT FOR EXTENDED STANDBY 138
C.17 PAYMENT FOR FLIGHT 138
C.18 PAYMENT FOR FUEL SERVICING VEHICLE MILEAGE AND ADDITIONAL SERVICE VEHICLE MILEAGE 138
C.19 PAYMENT FOR FUEL TRANSPORTATION 139
C.20 PAYMENT FOR PROJECT WORK 140
C.21 PAYMENT FOR SUBSTITUTE/REPLACEMENT HELICOPTER 140
C.22 PAYMENT FOR RELIEF COSTS 141
C.23 PAYMENT FOR OVERNIGHT ALLOWANCE 142
C.24 MOBILIZATION/DEMOBILIZATION COSTS 143
C.25 MISCELLANEOUS COSTS 143
C.26 PROPERTY AND PERSONAL DAMAGE 144
C.27 NOTICE OF CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (JULY 2010) 144

C.28 ECONOMIC PRICE ADJUSTMENT SPECIFIED FLIGHT RATE CONTRACTS 146
C.29 EFFECTIVE PERIOD OF THE CONTRACT (AGAR 452.211-75) (FEB 1988) 147
C.30 EU PRE/POST MAP 148
C.31 COMMERCIAL FILMING OR VIDEO TAPING 148
C.32 FAR 52.222-42, STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014) 148
SECTION D: CONTRACT DOCUMENTS, EXHIBITS/ATTACHMENTS 149
EXHIBIT 1 - MODERN HELICOPTER AIRCRAFT REQUIREMENTS 151
EXHIBIT 2 - SUPPLEMENTAL RAPPEL REQUIREMENTS - EQUIPMENT (B.7) 155
EXHIBIT 3 - FAA OVER WATER KIT 158
EXHIBIT 4 - AGENCY AERIAL IGNITION - PSD 159
EXHIBIT 5 - AGENCY AERIAL IGNITION – HELITORCH 161
EXHIBIT 6 - CONTRACTED AERIAL IGNITION 162
EXHIBIT 7 - LAW ENFORCEMENT SHORT-HAUL SPECIAL MISSION QUALIFICATIONS & REQUIREMENTS 164
EXHIBIT 8 - NIGHT FLYING OPERATIONS 169
EXHIBIT 9 - SUPPLEMENTAL SHORT-HAUL REQUIREMENTS 172
EXHIBIT 10 - ROTOR WING AERIAL SUPERVISION AIRCRAFT REQUIREMENTS 174
EXHIBIT 11 - TANK SPECIFICATIONS (B.4(D)(7), B.4(D)(18), B.15(E)) 175
EXHIBIT 12 – SUPPLEMENTAL HOIST REQUIREMENTS 178
EXHIBIT 13 - ON BOARD INJECTION SYSTEM FOR WATER ENHANCERS 178
ATTACHMENT 1 - FIRST AID KIT AERONAUTICAL (B.4) 180
ATTACHMENT 2 - SURVIVAL KIT AERONAUTICAL (LOWER 48) (B.4) 182
ATTACHMENT 3 - ALASKA SUPPLEMENT 183
ATTACHMENT 4 - RESTRAINT SYSTEMS CONDITION INSPECTION GUIDELINES (B.4(D)(8)) 186
ATTACHMENT 5 - HIGH VISIBILITY MARKINGS ON AIRCRAFT AND MAIN ROTORBLADES (B.4(D)(16)) 188
ATTACHMENT 6 - FUEL SERVICING EQUIPMENT REQUIREMENTS 190
ATTACHMENT 7 - OPERATIONS AND SAFETY PROCEDURES GUIDE FOR HELICOPTER PILOTS 196
ATTACHMENT 8 - ANNUAL LONG-LINE AND SNORKEL/FIXED TANK COMPETENCY CHECK (B.18(F)(1)) 197
ATTACHMENT 9 - HELICOPTER MAKE/MODEL/SERIES LIST 198
ATTACHMENT 10 - HELICOPTER SERVICES HOURLY FLIGHT RATES, FUEL CONSUMPTION, AND WEIGHT REDUCTION CHART 200
ATTACHMENT 11 - INTERAGENCY HELICOPTER LOAD CALCULATION (B.3, B.19(A)(3), B.15(A)(6), B.15(B)(2)) 202
ATTACHMENT 12 - HELICOPTER AND FUEL SERVICE TRUCK PRE-USE CHECKLIST (1/3) 205
ATTACHMENT 13 - PERFORMANCE REPORT 208
ATTACHMENT 14 - DEPARTMENT OF LABOR WAGE DETERMINATION 213
ATTACHMENT 15 - CONTRACTOR'S VERIFICATION OF INDIVIDUAL HELICOPTER PILOT REQUIREMENTS AND EXPERIENCE FOR INITIAL INTERAGENCY APPROVAL (B.18(C)(9), B.11(I)(2)) 214
ATTACHMENT 16 – PILOT MENTORSHIP PROGRAM (B.18(H)(2)) 215

SECTION B
CONTINUATION OF SF 1449

ATTACHMENT 17 - AIRCRAFT MECHANIC (HELICOPTER) QUALIFICATION FORM U.S. DEPARTMENT OF AGRICULTURE – FOREST SERVICE 218
ATTACHMENT 18 - WEIGHT AND BALANCE FORM (B.3, B.5(A)(16, 18, 21 & 22)) 220
ATTACHMENT 19 - COMPUTED GROSS WEIGHT TABLE (B.3(A), ATTACHMENT 11) 226
ATTACHMENT 20 - GOVERNMENT PILOT TRAINING AND PROFICIENCY PROGRAM (B.17) 231
ATTACHMENT 21 - LITTER KIT PROVISIONS AND LITTER 234
ATTACHMENT 22 - PUBLIC AIRCRAFT OPERATIONS FORM 235
ATTACHMENT 23 - VENDOR-CONTRACTOR QA/EVALUATION/SAFETY CHECKS 236
ATTACHMENT 24 - SAFETY MANAGEMENT SYSTEM (SMS) COMPONENTS QUESTIONAIRE AND ACCIDENT HISTORY 237
ATTACHMENT 25 - TRANSPORTATION WORKSHEET 243
ATTACHMENT 26 - ADDITIONAL TELEMETRY UNIT SYSTEM DESCRIPTION (B.7(B)(4)(III)) 245
ATTACHMENT 27 - FUEL SERVICE VEHICLE DRIVER TRAINING RECORD (B.18(M)(3)) 246
ATTACHMENT 28 - INCLEMENT WEATHER PLAN TEMPLATE (B.41(A)(1)) 247
ATTACHMENT 29 - INFECTIOUS DISEASE 248
ATTACHMENT 30 - INTEGRATED HEALTH AND USE MONITORING SYSTEM 249
ATTACHMENT 31 – INTERAGENCY HELICOPTER PILOT APPLICATION 250
ATTACHMENT 32 – PILOT EVALUATION FORM 251

SECTION E: SOLICITATION PROVISIONS

Error! Bookmark not defined.

E.1 GENERAL INFORMATION 255
E.2 SIZE STANDARD AND NAICS CODE INFORMATION (AGAR 452.219-70) (SEP 2001) 255
E.3 FAR 52.212-1, INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS (NOV 2021/TAILORED) 255
E.4 FAR 52.212-2, EVALUATION-COMMERCIAL ITEMS (NOV 2021/TAILORED)262
E.5 INQUIRIES (AGAR 452.204-70) (FEB 1988) 266
E.6 AMENDMENTS TO PROPOSALS (AGAR 452.215-72) (FEB 1988) 266
E.7 52.252-1, SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) 266
E.8 52.212-3, OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (MAY 2022) 266
E.9 OFFEROR’S PAST PERFORMANCE AND ORGANIZATIONAL EXPERIENCE REFERENCE QUESTIONNAIRE 286
E.10 OFFER SUBMITTAL FORMAT 287

SECTION B
CONTINUATION OF SF 1449

B.1 SCOPE OF CONTRACT

(a) The intent of this solicitation and any resultant contract is to obtain helicopters operated by fully qualified and proficient personnel and equipped to meet specifications contained herein. These helicopters will be used in the administration and protection of public lands to supplement the United States Forest Service's (USFS) natural resources and wildland fire management programs. Missions will include, but are not limited to, fire suppression, fire monitoring, initial attack, prescribed fire and aerial ignition, short-haul, rappel, law enforcement limited to non-threatening surveillance, reconnaissance, and other administrative and related resource activities.

(b) The Contractor shall develop, maintain, and use a Safety Management System (SMS) program to assure safety of ground and flight operations. The development and maintenance of this program is a material part of the performance of the contract (see Attachment 24).

(c) During the Mandatory Availability Period the helicopter shall be made available for the exclusive use of the Government.

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

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

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

B.2 SCHEDULE OF ITEMS

The intent is to award multiple Firm-Fixed-Price (FFP), Indefinite-Delivery, Indefinite-Quantity (IDIQ) contracts for helicopter support services, each with a one-year Base period and nine one-year Options. The guaranteed one-time minimums for each Contract awarded will be $10,000 for Type 1 contracts, $7,500 for Type 2 contracts, and $5,000 for Type 3 contracts. The contractor shall provide all necessary resources to provide the helicopter support services in accordance with the solicitation, as authorized through issuance of task orders.

SEE E.3, FAR 52.212-1, INSTRUCTIONS TO OFFERORS-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

PRICING TO BE ADDED AT AWARD

B.3 HELICOPTER PAYLOAD SPECIFICATIONS (MINIMUM) TO BE USED FOR PROPOSAL EVALUATION PURPOSES AND AIRCRAFT WEIGHING AND WEIGHT VALIDATION

(a) Payload shall be determined in accordance with, and in reference to, performance data and limitations contained within the FAA approved flight manual or FAA approved flight manual supplement. Hover payload shall be determined at zero knots.

Use Attachment 11, Interagency Helicopter Load Calculation, and Attachment 10, Hourly Flight Rates, Fuel Consumption, and Weight Reduction Chart per aircraft type and the appropriate Hover Ceiling Charts from the approved Rotorcraft Flight Manual with current supplements and changes as applicable.

Vendors shall use Computed Gross Weight from Attachment 19 for Type 1 aircraft as revised to complete load calculations submitted with proposals.

For field operations use actual temperatures and pressure altitudes when determining payload.

(b) Aircraft Weighing and Weight Validation

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

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

(ii) All weighing of aircraft shall be performed on scales that have been certified as accurate *within the previous one (1) year.* The certifying entity may be any accredited weights and measures laboratory using standards traceable to the National Institute of Standards and Technology (NIST). The scales will be listed by make, model and calibration date in the aircrafts weight and balance documentation (See Form B and Attachment 19).

(iii)Weighing shall be:

(A) Accomplished within 24 months prior to the due date of proposal submission, and for aircraft on the companies operating certificate that are currently operating outside of the US, the current operating weight and balance will be submitted. These aircraft will be required to be weighed no later than the initial contract inspection.

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

(C) Following any major repair or major alteration which significantly affects the center of gravity of the aircraft. If the absolute value (sum of all items installed and items removed by the repair or alteration) of all changes does not meet the definition of negligible and exceeds either the

Basic Weight or CG tolerances for the aircraft weight class, the aircraft shall be reweighed.

Helicopter Type	Aircraft Certificated Internal Gross Weight	Percent Change Allowed	CG Change (in inches)
Type 1	Over 12,501 pounds	1%	±0.5
Type 2	7,001 to 12,501 pounds	0.75%	±0.5
Type 3	Up to 7,000 pounds	0.5%	±0.5

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

(A) Remain at or below the contracted helicopter equipped weight as proposed in the base year of the contract. When there is a difference in the aircraft's weight between different sets of scales, scales shall be allowed a maintenance tolerance of 0.2% (two tenths of a percent) of the scale reading for each set of scales. For example, a helicopter that weighed 6000 lbs. on one scale set would be allowed a 12 lb. tolerance on each scale set when compared (Ref. NIST Handbook 44, Table 6).

(B) Be allowed a percentage above (table below) the contracted helicopter equipped weight as proposed during the combined contract option periods.

Helicopter Type	Aircraft Certificated Internal Gross Weight	Percent Change Allowed Above Bid Equipped Weight
Type 1	Over 12,501 pounds	1%
Type 2	7,001 to 12,501 pounds	1.25%
Type 3	Up to 7,000 pounds	1.5%

(v) Cowlings, doors, and fairings shall not be removed to meet contract equipped weight for performance. Flights with cowlings and fairing, and panels removed are not permitted.

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

(2) After proposal evaluations and prior to aircraft approval all aircraft weighing shall be witnessed and validated by Agency Aircraft Inspector(s). Witness weighing shall also occur after any exclusive use TORP award. The objective of the witness weighing is to validate the contractor’s proposed weight as configured to comply with the solicitation requirements. Contractors are responsible for the costs associated with weighing the aircraft excluding Agency Aircraft Inspector costs.

[redacted]	**Type 1- 8000' 25C- 200 lb. Pilot(s), 1.5 hr. fuel**										
Task Order Type's	CWN (Min.)	Additional categories as specified in the Schedule of Items									
Category	1.2100	1.3000	1.3300	1.5000	1.7000	1.9000	1.11000	1.13000	1.15000	1.17000	[redacted]
HOGE			3300								
HOGE-J*	2100	3000		5000	7000	9000	11000	13000	15000	17000	

	Category Legend		
	1st Number value	Type	
	Remaining Numbers to right of decimal	Payload	
	S	Standard Category	
	S/T	Standard/ Twin Engine	

*Bucket: An Actual payload (Bucket and Long line subtracted from HOGE-jettisonable), as determined by Attachment 11, Standard Interagency Load Calculation form, using a standard pilot weight of 200 pounds and 1.5 hours of fuel as determined by Attachment 10, Hourly Flight Rates, Fuel Consumption, and Weight Reduction Chart.
*Tank: A HOGE-jettisonable payload, as determined by Attachment 11, Standard Interagency Load Calculation form, using a standard pilot weight of 200 pounds and 1.5 hours of fuel as determined by Attachment 10, Hourly Flight Rates, Fuel Consumption, and Weight Reduction Chart.

Reference Exhibit 1 for modern aircraft requirements. Category Example: 1.5000 = Type 1 Helicopter, 5000lb HOGE-J allowable. For Offerors proposing a tanked aircraft, Exhibit 11 applies.

Aircraft certificated as standard or restricted may be offered for payload categories that do not designate S or S/T.

		Type 2 - 7000' 30C- 200 lb. Pilot, 1.5 hr. fuel										
Task Order Type's		CWN (Min.)	CWN (Min.)	Additional categories as specified in the Schedule of Items								
Category	2.900	2.1200	2.1200	2.1350	2.1450	2.1650	2.1700	2.1850	2.2050	2.2250	2.2450	2.2650
HOGE	900	1200		1350	1450	1650	1700	1850	2050	2250	2450	2650
HOGE-J*			1200									
		Category Legend										
		1st Number value					Type					
2.900		Remaining Numbers to right of decimal					Payload					
900		S					Standard Category					
		S/T					Standard/ Twin Engine					

*Bucket: An Actual payload (Bucket and Long line subtracted from HOGE-jettisonable), as determined by Attachment 11, Standard Interagency Load Calculation form, using a standard pilot weight of 200 pounds and 1.5 hours of fuel as determined by Attachment 10.
*Tank: A HOGE-jettisonable payload, as determined by Attachment 11, Standard Interagency Load Calculation form, using a standard pilot weight of 200 pounds and 1.5 hours of fuel as determined by Attachment 10, Hourly Flight Rates, Fuel Consumption, and Weight Reduction Chart.
Category Example: 2.1300-S = Type 2 Helicopter, 1,300lb HOGE allowable, Standard Category. For Offerors proposing a tanked aircraft, Exhibit 11 applies.

Reference Exhibit 1 for modern aircraft requirements.

Aircraft certificated as standard or restricted may be offered for payload categories that do not designate S or S/T.

[redacted]	**Type 3 - 7000’ 30C- 200 lb. Pilot, 1.5 hr. fuel**												
Task Order Type’s	CWN (Min.)	Additional categories as specified in the Schedule of Items											
Category	3.270	3.600	3.650	3.700	3.750	3.800	3.850	3.950	3.1000	3.1050	3.1100	3.1150	3.1200
HOGE	270	600	650	700	750	800	850	950	1000	1050	1100	1150	1200
Category Continued		3.1250	3.1300	3.1350	3.1400	3.1450	3.1500	3.1550	3.1600	3.1650	3.1700	3.1750	3.1800
HOGE		1250	1300	1350	1400	1450	1500	1550	1600	1650	1700	1750	1800

Category Legend	
1st Number value	Type
Remaining Number to right of decimal	Payload
S	Standard Category
S/T	Standard/ Twin Engine

Category Example: 3.950-S = Type 3 Helicopter, 950lb HOGE allowable, Standard Category.

Reference Exhibit 1 for modern aircraft requirements.

B.4 HELICOPTER REQUIREMENTS

(a) General:

(1) Helicopter shall be registered in the United States of America or be registered in a country that can have its aircraft on a U.S. 133, 135 (if applicable) and 137 Certificate. Any helicopter offered shall be listed / authorized by make, model, series, and registration number on the Operators Certificates and Operations Specifications.

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

(3) The aircraft shall be in airworthy condition throughout the performance period.

(4) All equipment shall be installed and operable or be deferred per an FAA approved Minimum Equipment List (MEL) with the following limitations:

(i) MEL items required by this contract may not be deferred unless approved by a USFS Aviation Safety Inspector.

(ii) The following equipment cannot be deferred:

(A) Emergency Locator Transmitter

(B) VHF-AM Radio (at least one must be operational)

(C) VHF-FM Radio (at least one must be operational)

(D) Transponder (at least one must be operational)

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

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

(6) Engine Requirements: Turbine Engine(s).

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

(b) Condition of Equipment:

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

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

(3) The helicopter interior shall be clean and neat. There shall be no unrepaired tears, rips, cracks, or other damage to the interior. The exterior finish, including the paint, shall be clean, neat, and in good condition (e.g., no severe fading or large areas of flaking or missing paint, etc.), IAW Attachment 5.

(c) Center of Gravity:

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

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

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

(d) General Equipment:

The following equipment will be required. Helicopters shall be configured with the equipment required by 14 CFR and be approved for make and model furnished. All items needed that the helicopter is not Type Certificated with shall have an additional FAA approval for installation such as a supplemental type certificate (STC), Field approval or 8110 with installation approval. Some items below specify the level of approval needed:

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

(2) Free air temperature gauge.

(3) Lighting for all instruments required by 14 CFR 91.205(b) and approved helicopter lighting for night operation in accordance with 14 CFR 91.205(c).

(4) The aircraft must have one or more strobe light(s) visible from above in all directions. The lights must be white, combination red/white, or LED red. Rotating beacons are not acceptable. Flashing anti-collision lights may be used to meet this requirement provided they comply with the aircraft specific certification requirements.

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

(6) First Aid Kit Aeronautical (Attachment 1, First Aid Kit Aeronautical).

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

(8) Tank Specifications (Exhibit 11), as applicable.

(9) Seats, Seatbelts and Shoulder Harnesses

(i) Seat belts for all seats. One set of individual lap belts and shoulder harness of same type, design and function for each passenger station/seat. (Attachment 4, Restraint Systems Requirements and Their Condition and Inspection Guidelines).

(10) One flight hour meter (Hobbs) installed in a location observable from the cockpit (shall record actual flight time in hours and tenths of an hour only).

(i) The meter shall be wired in series with a switch on the collective control, and a switch activated by engine or transmission oil pressure; *or*

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

(11) Operations from other than the manufacturer’s designated pilot station (right seat in most helicopters) are allowed only with an approved FAA Supplemental Type Certificate (STC) and designation on the aircraft Interagency Data Card. For single piloted aircraft, field approvals in lieu of STCs are not acceptable.

(i) Front doors equipped with windows shall be installed for all Type 1 and 2 helicopter operations.

(12) Convex mirror or camera is required for belly hook (where the length of the externally suspended load is less than 50' in length) and is configured to provide observation of the load while in a hover. Convex mirror or camera is required for helitack/passenger transport and is to be configured to provide observation of the undercarriage of the helicopter, the landing gear, and the tail section. The objective is to view ground hazards underneath and behind the helicopter during landing.

(13) As required by 14 CFR, fire extinguisher(s) shall be a hand-held bottle, fully charged, with a minimum 2-B:C rating, maintained in accordance with NFPA 10 and mounted with a quick release attachment accessible to the flight crew while seated.

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

(15) High-visibility markings on main rotor blades and aircraft (Attachment 5, High Visibility Markings on Aircraft and Main Rotor Blades).

(16) Cargo Hook, Remote Hook, and Long Line (not required for tanked Type 1 Helicopters or Exhibit 10, Rotor Wing Aerial Supervision).

(i) Cargo Hook:

(A) Type 1 Helicopters: One cargo hook that is rated at the maximum lifting capacity of the aircraft

(B) Type 2 & 3 Helicopters: One keeperless cargo hook that is rated at the maximum lifting capacity of the aircraft.

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

(D) Cargo hooks shall be restrained from rotating, while allowing for full longitudinal and lateral movement, via an original type design or FAA approved commercially available STC cargo hook retention system, and/or be capable of allowing the hook to move unrestrained while providing electrical power to the bucket/remote

hook via an integrated slipring assembly that is of original type design or an FAA approved commercially available STC.

(ii) Remote Hook:

(A) One remote hook capable of being loaded and locked in a single motion with one hand and is rated at the maximum lifting capacity of the aircraft.

(B) Remote Hook must accept and retain a cargo ring with an inside diameter of 4.5 inches.

(C) As a minimum, the remote cargo hook shall be completely disassembled and inspected with repairs made as required, lubricated, and a full-load operational check in accordance with manufacturer's recommendations. All work shall be done in accordance with manufacturer's maintenance manuals, as applicable.

(D) Keeperless Remote hooks are not approved at this time.

(iii) Long Lines:

(A) Minimum of two 150-foot-long lines, one of which must be synthetic, is required. Long line may consist of multiple segments and none shorter than 50 feet.

(iv) Rotation resistant wire rope:

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

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

(v) Synthetic Long Line:

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

(B) Working or Rated Load:

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

(C) Factor of Safety

A factor of safety of 7 shall be used for helicopter synthetic long lines. Therefore, all ropes shall have an ultimate strength of seven times the rated or working load. For example, if a Type 2 (Medium) helicopter line will have a working load of 4,500 pounds, the rope shall have strength, when new, of at least 31,500 pounds. Rope diameters will vary depending on strength and type of rope.

(D) Knots and Splices

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

(E) Maintenance and Inspections

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

Documented Manufacturer's instructions for maintenance, inspection, and splicing shall be available on site.

(17) Variable capacity bucket(s) (all helicopters excluding Exhibit 10, Rotor Wing Aerial Supervision):

Type 1 not approved for Passengers: 1 gated power fill bucket and 1 collapsible bucket. Two power fill buckets are also acceptable.

Type 1 Passenger Transport: 1 gated power fill bucket and 1 fully collapsible IA bucket capable not weighing more than 180 lbs.

Type 1 Tanked: No bucket required.

Type 2 not approved for Passengers: 2 variable capacity collapsible buckets. Gated power fill or variable capacity collapsible gated buckets are also acceptable.

Type 2 Passenger Transport: 2 variable capacity collapsible buckets (one of which can be a variable capacity collapsible gated bucket).

Type 2 Tanked: 1 variable capacity collapsible bucket

Type 3: 2 variable capacity collapsible buckets (one of which can be a variable capacity collapsible gated bucket).

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

(i) All Buckets

(A) Furnished buckets must be capable of being transported in cabin, baggage compartment or external basket of the helicopter.

(i) K-Max Only: for initial attack only, vendors operating aircraft with limited storage or limited storage access are authorized to use any water bucket with a capacity of 420 US gallons. Higher capacity, compact, lightweight buckets are no longer available or no longer supported. Vendors shall switch to a bucket meeting contract specification as soon as practical, typically after the first fuel cycle.

(B) Buckets furnished:

1. Bucket #1: Shall have a capacity setting (±5%) commensurate with the maximum OGE lifting capability of the helicopter at 5000 PA and 30 degrees C and using 200 pounds for each pilot and 1 1/2 hours of total fuel.

2. Bucket #2: Shall have a capacity setting commensurate with the payload category (±5%) for which the helicopter was contracted.

3. The manufacturer recommended size/model bucket by helicopter make and model shall be used and validated by a representative load calculation.

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

(D) Shall be leak free (½ gallon or less in a 24-hour period)

(ii) Non-Gated buckets and non-power fill buckets

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

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

(iii) Gated Buckets and Power fill buckets

(A) Requires electronic hook load measuring system (load cell) that provides cockpit readout of the actual weight that has been calibrated / tested IAW its manufacturer's requirements.

(B) Either the weight of the bucket or capacity shall be marked on the bucket or the operator shall have a written statement of the maximum capacity (weight).

(C) If power fill equipped, bucket must fill to maximum capacity in no more than 90 seconds

(18) For Type 1 Helicopters

(i) Tanked aircraft will display the last three numbers/letters of the aircraft registration on both sides of the aircraft. Numbers/letters will be high visibility/contrasting colors and a minimum 32 inches high and 5 inches wide. Number placement on the aircraft sides should give high consideration to visibility from the ground. If there is a duplication in Aircraft Identifier for substitute aircraft and/or if a fixed external tank is replaced or moved to a different airframe, contact your CO for direction.

Example: N282CL will display 2CL

(ii) All other tank numbers (ex: 700 series) must be removed from aircraft when hired on this contract.

(19) Rapid refueling capability is required for all EU items and optional for all CWN items (see Attachment 6)

(20) Fuel Servicing Vehicle (see Attachment 6).

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

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

(23) FAA approved wire strike protection system, for Standard Category personnel transport helicopters only.

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

(25) Internal baggage compartment/external cargo baskets (applicable to aircraft approved for passengers and/or non-jettisonable cargo). All cargo will be loaded, contained and restrained in a FAA Approved manner that is compliant with the aircraft's approved flight manual and the operator's 135 Operations Manual.

(1) Internal Baggage Compartment

(i) Minimum of fifteen (15) cubic feet of cargo space with isolated internal baggage compartment(s) capable of accommodating 58-inch-long shovels, rakes, and other firefighting tools (requires rear bulkhead modification of baggage compartment of some models). Combination of internal baggage compartments to meet or exceed cargo compartment specifications will not be accepted, (Excluding Exhibit 10, Rotor Wing Aerial Supervision).

(ii) All cargo restraint anchor locations required by TC or STC must have cargo rings installed.

(iii) All helicopters shall have FAA approved internal cargo area restraints or barriers which extend from the floor to the ceiling, isolating the

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

(2) External cargo basket(s)

(i) CWN: External baskets with a closing mechanical latching lid capable of accommodating 58-inch-long shovels, rakes, and other firefighting tools may be provided in lieu of baggage compartments, which cannot be modified to accept fire tools. The lid shall cover the entire basket and have a hinged top with a suitable method to secure the top closed in flight, to prevent the contents from exiting. Minimum cargo basket must have a capacity of 13 cubic feet and 250 pounds, minimum length of 72 inches, the minimum width of 20 inches, the minimum depth of 16 inches. Basket quick disconnect capability shall be simple in function, FAA approved, and have the capacity of being either removed or added quickly (outfitted with a push pin or another mechanical device that allows for simple removal of the basket for mission configuration changes in the field when requested). All helicopters equipped with an external basket must have an FAA STC or field approval applicable for make and model, for dimension, load carrying capability and material construction. This basket must not cause any flight restrictions (VNE) or impede ingress and egress of personnel from all cabin doors. If the option to use external basket/rack is exercised the ability for government employees to use existing internal compartments remain.

(ii) Type 3 Exclusive Use (Excluding Exhibit 10, Rotor Wing Aerial Supervision): In addition to the internal baggage compartment an external basket is required. External baskets shall have a metal positive locking lid covering the entire basket securing the contents in flight and preventing them from exiting. Minimum cargo basket must have a capacity of 13 cubic feet and 250 pounds, minimum length of 72 inches, the minimum width of 20 inches, the minimum depth of 16 inches. Basket quick disconnect capability shall be simple in function, FAA approved, and have the capacity of being either removed or added quickly (outfitted with a push pin or another mechanical device that allows for simple removal of the basket for

mission configuration changes in the field when requested). All helicopters equipped with an external basket must have an FAA STC or field approval applicable for make and model, for dimension, load carrying capability and material construction. This basket must not cause any flight restrictions (VNE) or impede ingress and egress of personnel from all cabin doors.

(A) All cargo will be loaded, contained, and restrained in an FAA Approved manner that is compliant with the aircraft's approved flight manual and the operator's 135 Operations Manual.

(B) A flight step shall be available for use when the basket is not installed. (Any FAA approved step is acceptable.)

(iii) All helicopters equipped with an external basket must have an FAA STC or field approval applicable for make and model, for dimension, load carrying capability, and material construction.

(26) Exclusive Use Type 3 (Excluding Exhibit 10, Rotor Wing Aerial Supervision): Litter Kit Provisions with litter is required (see Attachment 21).

(27) Engine inlet air filtration system/particle air separator for all Type 2 and 3 helicopters.

(28) Heating system for windshield de-fog.

(29) System for disposal of fuel during start-up/shut down if commercially available, (e.g., EPA Bell Kit).

(30) Auto re-ignition kit for make and model of aircraft offered if commercially available

(31) Electronic Weight and Balance, tablet or similar device to calculate electronic weight and balance and transmit it via email (when internet access exists). This is for operational weight and balance and is not a substitute for other contract requirements. An original signed (PIC and manager) load calculation is still required to be on-site.

(32) Crash Resistant Fuel System if commercially available, meeting at least partial compliance with Part 27.952 Amendment level 30 or 29.952 Amendment level 35. See SAIB SW-17-31R2 (or latest revision) for latest list of eligible aircraft.

(33) An oxygen system or systems that is compliant with 14 CFR 135.89 when operating in conditions that require supplemental oxygen.

(e) Aircraft Additional Equipment for Operations in Alaska - See Attachment 3 for Alaska dispatches.

B.5 HELICOPTER MAINTENANCE

(a) General:

(1) The Contractor shall be capable of providing field maintenance support to each helicopter for extended periods during heavy use. The assigned aircraft mechanic (A&P) maintains the airframe and engines of the aircraft to meet FAA 14 CFR and USFS contract requirements. This involves tasks such as performing routine checks, inspections, maintenance and identifying faults with the aircraft and correcting those faults. The mechanic is responsible for ensuring the aircraft meets type design and is in a condition for safe operation.

(2) Helicopter shall be maintained in accordance with all applicable 14 CFR requirements, mandatory manufacturer's bulletins, and all applicable FAA Airworthiness Directives (AD). All aircraft technical manuals, to include electronic technical data, shall be kept complete and incorporate the latest revisions.

(3) A status sheet containing the status of inspections, Airworthiness Directives and components having time/life limits will be available with each helicopter.

(4) Helicopters shall be operated and maintained in accordance with 14 CFR requirements and manufacturer's recommendations/limitations. Special equipment and/or modification of the helicopter to meet requirements of this contract shall be inspected, repaired, and altered in accordance with 14 CFR requirements and FAA accepted and/or approved manufacturer's recommendations or engineered data.

(5) All "time change" components, including engines, shall be replaced upon reaching the factory recommended time, or FAA approved extension if applicable. Helicopters operated with components and accessories on approved TBO extension programs are acceptable, provided the Contractor who provides the helicopter is the holder of the approved extension authorization (not the owner if the helicopter is leased), and shall operate in accordance with the extension.

(6) All inspection times and intervals shall comply with the Contractor's FAA Approved Maintenance Program. Contractor shall notify the Contracting Officer's Representative (COR) at least 16 flight hours prior to the initiation of any maintenance inspection. In addition, the Contractor shall immediately notify the

COR of any change of an engine, power train, control, or major airframe component and circumstances inducing the change.

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

(8) All maintenance performed shall be recorded in accordance with 14 CFR 43 and 91 including helicopter time-in-service and hour meter reading. Maintenance of aircraft records shall be in accordance with the FAA Advisory Circular (AC) No. 43-9C, as revised.

(9) A copy of the current maintenance record required by 14 CFR 91 shall be kept with the aircraft, and at least every 12 flight hours or 7 days- whichever occurs first; transmitted to the operator's home office (Location that Certificate is held).

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

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

(12) Inspections / major component changes (Engines, transmissions, main rotor heads) shall be performed in a maintenance facility, host, or alternate base, or in the best field conditions available. Flight time to and from the location where the maintenance is performed in excess of 30 minutes of flight time will not be paid.

(13) When less than 50 hours remain before the initial 100-hour inspection, the first 100-hour inspection shall be performed before or after the daily standby, or as approved by the COR.

(14) Helicopters on an FAA Approved Aircraft Maintenance Programs (for example 100 hr. Inspections, phase, or progressive type inspection), and after having flown 50 or more hours following the start of the Mandatory Availability Period or Task Order in excess of 30 days, the Contractor May Perform scheduled inspection or maintenance without loss of availability. From that time, after every subsequent 100 hours of flight (±10%), scheduled inspections or maintenance may be performed without loss of availability per the requirements in (i) thru (iii) below.

(i) When the inspection is due and the aircraft and flight crew have been released for the day, the contractor will be allowed to perform this scheduled inspection and/or maintenance, up to the end of the following calendar day, without assessment of unavailability.

(ii) When the helicopter is available for service, it is the Contractor's responsibility to ensure that the contractor's flight crew is also available. If their flight crew is not available when the aircraft is returned to service, unavailability will be assessed from that time until such time that they do become available.

(iii) If the entire calendar day is not used to perform maintenance, no credit of that unused time shall be granted.

(15) Maintenance Days: For every consecutive 30 days on MAP or Task Order, Contractors will have one non-paid maintenance day available for the accomplishment of scheduled maintenance. Maintenance days need not be consecutive. However, they must be full calendar days, the vendor may not bank unused portions of the day. Contractor shall request approval from the CO at least 48 hours prior to the initiation of the additional scheduled maintenance days. Contractor will not be assessed unavailability for performance purposes and will not be paid availability.

(16) The aircraft's equipped weight is determined using weight and balance data, which was determined by actual weighing of the aircraft in accordance with the manufacturer's requirements and configured in accordance with the contract specifications, as proposed. This must be completed within 24 months prior to the due date of proposal submission and 24 months thereafter or following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft. If the government requires additional equipment after contract award no penalty will be assessed. Cowlings, doors, and fairings shall not be removed to meet contract equipped weight for performance and flights with cowlings, fairings, and panels removed are not permitted.

(17) The weighing shall be accomplished by the Contractor or their agent. All weighing of aircraft shall be performed on scales that have been certified as accurate within the previous one (1) year. The certifying entity may be any accredited weights and measures laboratory using standards traceable to the National Institute of Standards and Technology (NIST). The scales shall be listed by make model and calibration date in the aircrafts weight and balance documentation (See Form B, Attachment 18). When there is a difference in the aircraft's weight between different sets of scales, scales shall be allowed a maintenance tolerance of 0.2 % (two tenths of a percent) of the scale reading for each set of scales. For example, a helicopter that weighed 6000 lbs. on one scale

set would be allowed a 12 lb. tolerance on each scale set when compared. (Ref. NIST Handbook 44, Table 6).

(18) After proposal evaluations and prior to aircraft approval all aircraft weighing shall be witnessed and validated by Agency Aircraft Inspector(s). Witness weighing shall also occur after any exclusive use TORP award. The objective of the witness weighing is to validate the contractor's proposed weight as configured to comply with the solicitation requirements. Contractors are responsible for the costs associated with weighing the aircraft excluding Agency Aircraft Inspector costs.

(19) Helicopter(s) under initially awarded contract(s) under this solicitation shall remain at or below contracted helicopter equipped weight as proposed in the base year of the contract. Helicopters will be allowed a percentage above the awarded contracted helicopter equipped weight as proposed during the combined contract option periods (see table below).

Helicopter Type	Aircraft Certified Internal Gross Weight	Percent Change Allowed Above Bid Equipped Weight
Type 1	Over 12,501 pounds	1%
Type 2	7,001 to 12,501 pounds	1.25%
Type 3	Up to 7,000 pounds	1.5%

(20) A list of equipment installed in the aircraft at the time of weighing shall be compiled. The equipment list shall include the name, weight, arm and moment of each item installed. Items that may be easily removed or installed for aircraft configuration changes (fire shelter, seats, doors, radios, cargo hook, baskets, special mission equipment, etc.) shall also be listed including the name, weight, arm and moment of each item. Each page of the equipment list shall identify the specific aircraft by serial and registration number and be dated indicating the last date of actual weighing or computation. The weight and balance shall be revised each time equipment is removed or installed which more than negligibly affects the center of gravity of the aircraft (see Attachment 18).

(21) When the contract equipped weight of the offered aircraft changes and the change does not meet the definition of negligible the Contractor shall notify the CO of the change and submit a revised weight and balance as required by the Contract.

(22) For aircraft on the company's operating certificate that are currently operating outside of the US, the current operating weight and balance will be submitted. These aircraft will be required to be weighed no later than the initial contract inspection. At least one of the offered aircraft shall be fully compliant

with the solicitation and be inspected and approved in the base year of the contract. Additional aircraft that have provided all mandatory documentation, that are identified by individual Registration Number / Serial Number not inspected and approved (Carded) in the base year will have until the end of the first option year to be inspected and approved (Carded) under this contract.

(23) Helicopters under this contract will be required to conduct long periods of repetitive lift operations. All helicopter vendors shall have incorporated and be in compliance with all original equipment manufacturer (OEM) maintenance, inspection and overhaul requirements and /or applicable airworthiness directives when the helicopter is subjected to repetitive lifts. The vendors shall document all lifts each day. The vendor shall validate ATU data from its provider every 7 days. Vendors are responsible for documenting and tracking airframe and component time in service adjustments, life limit adjustments and/or cycle counts for the airframe and/or components resulting from repetitive lift operations and shall list them on the aircraft status sheet.

(b) Turbine Engine Power Assurance Checks

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

(2) In addition, the UH-60 and S-70 aircraft offered shall:

i. Each aircraft's engines shall have a Turbine Engine Analysis Check (TEAC) performed within 12 months of aircraft inspection (Carding). Any forms used other than US Army form DA2408-19-2 shall contain all data fields from the DA2408-19-2 to include Engine Torque Factor (ETF).

ii. Each aircraft's engines shall have a Health Indication Test (HIT) performed within the preceding 30 days of aircraft inspection (Carding). The HIT check will be based on the TEAC values indicated above and the results will be entered in the aircraft's HIT Log. The aircraft's HIT log will be available at time of aircraft inspection and during the subsequent availability period.

iii. During aircraft inspection (Carding), each engine's TEAC data and the aircraft's HIT log will be evaluated. Validation of the installed engine's will be verified by serial number.

iv. The aircraft card, once issued, will annotate the Contractor's Aircraft Torque Factor (ATF) used for contract proposal (bid), the actual ATF, and the ETF for each engine.

(3) Helicopters with engine power output below the minimum published power assurance charts or if the trend analysis indicates significant deterioration in performance the aircraft shall be removed from service and availability. The power condition shall be corrected before return to service and contract availability.

(c) Maintenance Flights: A functional maintenance flight shall be performed following overhaul, repair, reinstallation, and/or replacement of any engine, power train, rotor system or flight control equipment and following any adjustment of the flight control or engine systems before the helicopter is returned to availability.

(d) For Type 1 helicopters, there is a requirement for two carded mechanics, however the vendor may choose to use these individuals on split shifts. When split shifts are implemented the contractual requirement for two interagency carded A&P mechanics on site will have been met.

(e) Calibrated Tools and Tool Control

(i) All Torque wrenches and measuring devices must be calibrated annually. A decal showing current calibration must be affixed to each tool showing calibration date.

(ii) Tool Control - The contractor shall have procedures for tool control to ensure tools, supplies, and test equipment are accounted for following maintenance performed on the helicopter.

B.6 HELICOPTER PERFORMANCE DATA AND LIMITATIONS

Submit FAA approved aircraft performance data (i.e., hover ceiling charts) and limitations used to compute gross weights and allowable payloads in the Interagency Load Calculations. The submitted helicopter performance data and limitations will be part of the contract. The Contractor shall provide updated helicopter performance data and/or limitations if the helicopter performance data and/or limitations submitted become invalid. New helicopter performance data and/or limitations will be reviewed, and if approved, incorporated into the contract.

CHARTS TO BE ADDED AT AWARD

B.7 HELICOPTER AVIONICS

(a) Minimum Requirements:

All avionics used to meet this contract must comply with the requirements of paragraph (b), Avionics Specifications, and (c), Avionics Installation and Maintenance Standards. The following are the minimum avionics which must be installed:

(1) All Helicopters:

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

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

(iii) An Intercom System (ICS) (not required in K-MAX)

(iv) An Audio Control system applicable to the type of aircraft offered

(v) One Global Positioning System (GPS)

(vi) An Emergency Locator Transmitter (ELT)

(vii) An Automated Flight Following System (AFF)

(viii) An Additional Telemetry Unit (not required in Type 3 helicopters)

(ix) One Transponder

(x) One Altimeter and Automatic Pressure Altitude Reporting system

(xi) One TSO approved ADS-B OUT System

(xii) One Bucket/Torch Connector (not required in Type 1 helicopters)

(xiii) A Flight Data Monitoring System

NOTE: ADS-B In does not meet USFS requirements for traffic advisory or weather datalink systems when they are required.

(2) Helicopters approved for passengers must also meet the following avionics requirements:

(i) One Auxiliary FM system (AUX FM) (not required with 3 VHF FM radios installed)

(ii) An External Public Address (PA) System (Type 1, 2, & Exhibit 10)

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

(iv) An Aft Cabin Audio Controller (only required for Aerial Supervision and Type 2 helicopters)

(v) One Aeronautical GPS with moving map

(vi) A Traffic Advisory System (TAS)

(vii) One Auxiliary power source (3 pin)

(viii) VHF-FM programming ports

(ix) USB Charging Ports (2 SIC and 2 Aft Cabin)

(x) Portable Electronic Device (PED) Tolerance will be required beginning January 1st, 2025.

(3) Helicopters approved for Night Vision Goggle (NVG) operations must also meet the following avionics requirements:

(i) An External Public Address (PA) System

(ii) One Rotatable Search Light

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

(iv) Modifications to aircraft instrumentation, lighting, and cockpit/cabin configurations must performed, documented, and maintained in accordance with a commercially available STC specific to the make/model/configuration of the aircraft being offered. Minor alterations, field approvals, and/or former military configurations will not be accepted.

(4) Helicopters on task orders for Rotor Wing Aerial Supervision (Exhibit 10), must also meet the following avionics requirements:

(i) A Total of Three VHF-AM Radios (COM 1, COM 2, and COM 3)

(ii) A Total of Three VHF-FM Radios of identical series (FM 1, FM 2, and FM 3)

(iii) Identical independent audio controllers for the PIC, SIC & Aft Cabin

(iv) Individual Volume Controls for all audio controllers

(v) Audio Systems must not mute receiver or ICS audio during transmit

(vi) Two USB Charging Ports for the PIC

(vii) An ADS-B In system

(viii) Portable Electronic Device (PED) Tolerance

(ix) A Satellite Weather System with XM Aviator or equivalent subscription

(x) A Gimballed Electro-Optical/Infrared (EO/IR) Sensor

(xi) A Mission Display visible to the front seat observer

(b) Avionics Specifications:

All avionics used to meet paragraph (a) Minimum Requirements must comply with the following specifications and paragraph (c) Avionics Installation and Maintenance Standards.

(1) Communications systems

Transmitters must not open squelch on, or interfere with, other AM or FM transceivers on the aircraft which are monitoring different frequencies. Transmit interlock functions must not be used with communication transceivers. (This paragraph does not apply to single pilot helicopters which are not approved for passengers or non-fire aircraft.)

(i) VHF-AM Radios

VHF-AM radios must be TSO approved aeronautical transceivers, permanently installed, and operate in the frequency band of 118.000 to 136.975 MHz with a minimum of 760 channels in no greater than 25 KHz increments. Transceivers configured to operate in 8.33khz increments are not acceptable for Aerial Supervision Aircraft. Transmitters must have a minimum of 5 Watts carrier output power.

(ii) VHF-FM Radios

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

(A) VHF-FM radios must be aeronautical transceivers, permanently installed in a location that is convenient to the PIC and SIC/observer and operate in the frequency band of 138 to 174

MHz. All usable frequencies must be programmable in flight. Narrowband and digital operation must be selectable by channel for both MAIN and GUARD operation. Carrier output power must be 6-10 Watts nominal.

(B) Transceivers must have a GUARD capability constantly monitoring 168.625 MHz and have a tone of 110.9 on all GUARD transmissions. Simultaneous monitoring of MAIN and GUARD is required. Scanning of GUARD is not acceptable.

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

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

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

(iii) Auxiliary FM systems (AUX FM)

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

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

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

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

(iv) Public Address systems (PA)

PA systems must be operated through the aircraft audio control systems and meet the following requirements:

(A) External PA: The PA must use speakers external to the aircraft with sufficient volume to be easily heard 100 feet below a hovering helicopter and provide a siren with Yelp and Wail tones activated by the PIC and SIC/observer.

(B) Internal PA: The PA must use speakers internal to the aircraft with sufficient volume to be easily understood throughout the passenger compartment while in flight.

(2) Audio Systems

(i) Intercom Systems (ICS)

ICS must integrate with the aircraft audio control systems and mix with selected receiver audio. An independent ICS volume control, keyed operation, and a "hot mic" capability must be provided for each required position. Passenger volume adjustments must not affect other positions. Hot mic may be voice activated (VOX) or controlled via an activation switch. The ICS must have the capability to isolate the flight crew from passengers.

ICS is required for the PIC and SIC/observer for all aircraft. Helicopters approved for passengers, must provide ICS at all passenger positions.

(ii) Audio Control Systems

(A) General

The aircraft configuration must comply with the applicable drawing for "Helicopter Audio Requirements" at the following website: https://www.nifc.gov/resources/NIICD/niicd-documents. A master radio volume control and collocated controls for transmitter selection and independent receiver selection of all required radios must be provided on each required audio controller. Each controller must have the capability to simultaneously select and utilize a different transceiver (and PA where required). Sidetone must be provided for the user as well as for cross monitoring by all positions. Receiver audio must be automatically selected when the corresponding transmitter is selected. Receiver

audio must be provided to each position which requires ICS (refer to ICS section for requirements). NAV audio is not required at aft cabin positions.

All required passenger positions must use the SIC/observer's audio controller unless an aft audio controller is installed. Helicopters approved for passengers must provide radio transmit capability for two aft passenger positions. See the applicable "Helicopter Audio Requirements" drawing for locations.

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

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

(B) Drop Cord Requirements

- Coil cord that extends to 6 feet nominally
- 6-Pin MS3476L10-6P type connector on the coil cord
- U-92 (TJT-120) type audio jack on the housing
- Large clip

- Volume control
- ICS switch with momentary and lock positions
- Radio PTT switch (only for positions which require radio transmit)

(C) Aft Audio Controllers (when required)

The audio controller must be installed in a location that provides unobstructed access to the controls while seated. Aft passenger audio must follow the selections on the aft audio controller. See the applicable "Helicopter Audio Requirements" drawing for locations. Installations in Type 3 helicopters must use approved data and be submitted to the FAA on Form 337.

(D) Required Audio Control systems

The following audio controllers are required based on helicopter type:

- Helicopters not approved for passengers:
  A single audio controller for the PIC and SIC/observer.
- Type 3 Helicopters approved for passengers:
  Two audio controllers (which may be combined in a single unit) for the PIC and SIC/observer.
- Type 2 Helicopters approved for passengers:
  Two audio controllers (which may be combined in a single unit) for the PIC and SIC/observer and an aft audio controller.
- Rotor Wing Aerial Supervision:
  Identical independent audio controllers for the PIC, SIC & Aft Cabin.

(iii) Individual Volume Controls
Each required audio controller must have separate controls to independently adjust headphone volume for each communications receiver. The individual volume controls must be a built in, integral part of each audio controller. Toggle and push-on/push-off receiver selectors are

acceptable. Push/pull style receiver selectors are unacceptable unless they use a lighted method to identify enabled receivers.

(3) Navigation Systems

(i) Global Positioning Systems (GPS)

(A) Aeronautical GPS

Each required GPS must be TSO approved, permanently installed where both the PIC and SIC/observer can clearly view the display, use an approved external aircraft antenna, and be powered by the aircraft electrical system. The GPS must use the WGS-84 datum, reference coordinates in the DM (degrees/minutes/decimal minutes) format and have the ability to manually enter waypoints in flight. The GPS navigation database must be updated annually covering the geographic areas where the aircraft will operate.

(B) Portable Aviation GPS

Portable aviation GPS units (Garmin aera, Stratus 3 on ForeFlight, or equivalent) are acceptable when an Aeronautical GPS is not specified. All components must be securely mounted via an approved installation and use the aircraft electrical system. A remote antenna or external aviation GPS is required. The display must present information from an overhead perspective. The PIC must have clear view of the display and unrestricted access to the controls. The GPS must meet the above datum, coordinate, and database requirements for an aeronautical GPS. Tablets must use an external aviation GPS displayed on compatible aviation software. Portable GPS units are not acceptable for aircraft performing IFR or NVG operations.

(C) GPS with Moving Map

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

(4) Surveillance systems

(i) Emergency Locator Transmitters (ELT)

Emergency locator transmitters must be helicopter models with at least a 5 axis G-switch and certified to TSO-C126 or newer. ELTs must be automatic-fixed, installed in a conspicuous or marked location, and meet the same requirements as those detailed for airplanes in 14 CFR 91.207 (excluding section f). ELT mounts must use rigid attachments and meet the deflection requirements of RTCA/DO-204. Velcro style mounts are not acceptable. ELT antennas must be mounted externally to the aircraft unless installed in a location approved by the aircraft manufacturer. Documentation of current registration is required from the national authority for which the aircraft is registered.

(ii) Automated Flight Following systems (AFF)

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

(A) A subscription service must be maintained through the equipment provider allowing position reporting via the Government AFF Program. The reporting interval must be every two minutes while aircraft power is on.

(B) AFF equipment must be registered with aff.gov providing all requested information. A username and password are required. Changes to equipment and registration information must be reported to aff.gov ensuring the program is current prior to aircraft use. Changes may take up to 5 business days to take effect. For assistance, email the AFF Help Desk at affadmin@firenet.gov.

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

(D) This clause incorporates the JSON Specification Section Supplement available at https://www.aff.gov/documents/Json_Specification_Section_Supplement.pdf.

(iii) Additional Telemetry Unit (ATU)

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

(B) The ATU must report tank/bucket open, close, gallons filled, and gallons dropped events with GPS data (Date, Time, Latitude, Longitude, Altitude, Speed and Heading) following the data format as specified in the AFF JSON requirement at https://www.aff.gov/documents/Json_Specification_Section_Supplement.pdf. Depending on the tank or bucket system, additional data may be requested such as pump on/off and coverage level.

(C) Helicopters performing bucket operations must have a load cell system installed which provides data to the ATU. The ATU must use the difference in weight before and after water is filled or released to provide the data for gallons filled and gallons dropped events. Actuation of the bucket open switch must be used to initiate the open, close, and drop events. To prevent erroneous transmissions caused by metering loads, events may not be sent between filling the bucket and forward flight. The fill event must be based on a significant gain in weight and sent when forward flight is established. The aircraft and buckets must be configured to provide a ground to a discrete input of the ATU which indicates that a bucket is attached without any action required beyond installing the bucket. This ground connection must not be jumpered on the aircraft. All long lines used during bucket operations must use a dedicated conductor to carry the ground through to each end. Remote hooks must not provide the ground. Type 3 helicopters must use the 9-Pin connector.

(D) The ATU data must be delivered to the government within two minutes from the time of the event and not interfere with any AFF position reports. A subscription service must be maintained through the AFF or ATU equipment provider allowing AFF position reporting and ATU event data via the Government's applications.

(E) Calibration events, including fill, open, and calculated volume dropped, must be performed no less than seven calendar days prior to the aircraft inspection and must be provided to the aircraft inspector. The vendor must verify that the system is properly reporting all data correctly and all GPS information is included per event. This must include volume based on the maximum load allowed by the environmental conditions at the time of the calibration flight.

(F) The vendor must provide a completed Attachment 26, ATU System Description, that clearly describes their ATU system.

(G) The vendor must verify the data is transmitting and displaying correctly on the ATU provider's website and the Government's ATU application.

(H) If the ATU becomes unreliable, the system must be returned to full operational capability within 5 calendar days after the system is discovered to be unreliable.

(iv) Transponders

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

(v) Altimeter and Automatic Pressure Altitude Reporting Systems

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

(vi) Traffic Advisory Systems (TAS)

Traffic advisory systems must be TSO approved, use active interrogation, graphically display traffic relative to the aircraft's horizontal position, and provide alert audio to the PICs audio control system. The display must be within view of the PIC and SIC/observer. The system must provide coverage in all directions above and below the aircraft with a maximum range of at least 10 nautical miles. The display must allow range selection of 2 miles or less, unless the 2-mile display area has a diameter of 2.75 inches or larger. Traffic displays must permit aircraft IDs to be turned off.

(vii) Automatic Dependent Surveillance- Broadcast In (ADS-B In)

ADS-B In systems must receive both UAT and 1090ES and be capable of displaying TIS-B traffic, with aircraft IDs, on a government iPad via Foreflight using one of the methods below.

(A) A permanently installed ADS-B In receiver with the capability to wirelessly integrate with Foreflight. The system must provide

uninterrupted connections at the SIC/observer and Instructor positions.

(B) Provisions to install a government furnished Stratus 3 receiver. Provisions must include an installed dash mount, GPS and ADS-B antennas external to the aircraft with compatible connectors at the dash mount, and dedicated power wired to a compatible connector at the dash mount.

(5) General Systems

(i) Auxiliary Power Source (3-Pin)

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

(ii) Bucket/Remote Hook/Torch Connector

(A) A Bucket/Remote hook connector must be installed adjacent to the cargo hook within 12 inches. Household or hospital type connectors are not acceptable. The connector must be designed to allow quick disconnection and be adequately supported to prevent tension on the electrical wiring if the load is released. The circuit must be operated by the bucket open switch, use a dedicated circuit breaker, and be capable of supporting the maximum electrical load of any system installed.

(B) Type 2 helicopters approved for Helitorch and all Type 3 helicopters must use a 9-pin MS3101A24-11S type connector to meet the above Bucket/Remote hook connector requirements. Pin D must be airframe ground. Pin E must be +28 VDC and protected by a 50 Amp circuit breaker that can be manually opened and reset.

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

(iii) VHF-FM Programming Ports

Programming ports must be installed in a location convenient to the SIC/observer. The vendor must have a laptop computer available with compatible programming software and the necessary adapters to load government provided frequency files into each required FM radio. Compatible radio front panel connectors are acceptable.

(iv) USB charging Ports

USB charging ports must be TSO approved, capable of providing at least 2 amps of power to each port simultaneously with an output voltage of 5 VDC and permanently installed in a location convenient to the specified users.

(v) Portable Electronic Device (PED) Tolerance

(A) The aircraft must be certified as tolerant to portable electronic devices (PEDs), including transmitting PEDs, in accordance with RTCA/DO-307 for all phases of flight. This must be accomplished via an STC equivalent to Liberty Partners STC11071SC with configuration LP-S001-B03. An appropriate supplement must be incorporated into the aircraft flight manual. Authorization for the use of electronic flight bags does not meet this requirement. The Government will use PEDs in accordance with the STC approval.

(B) Tolerance to the following systems must be included

- Bluetooth
- Cellular
- Wi-Fi (802.11 b/g/n/ac)
- VHF transceivers (136-174 MHz)
- UHF transceivers (380-520 MHz, 764-870 MHz, and 902-928 MHz)
- Wireless intercom adapters (1.92-1.93 GHz)

(C) The contractor must have documented procedures and training to clearly address:

- PEDs approved for use on board the aircraft
- Situations when approved PEDs can and cannot be used
- How and when PEDs must be secured or stowed
- PED modes of operation that can and cannot be used

- How and when to inform passengers of the contractor's PED policies and procedures
- How to manage scenarios such as suspected or confirmed electromagnetic interference, PED unit or battery smoke or fire, or other scenarios

(vi) Flight Data Monitoring Systems

Flight data monitoring systems must be powered by the aircraft electrical system and operated from the application of electrical power before takeoff until the removal of electrical power after termination of flight. Recordings must be stored in crash-hardened memory with a means of accessing the data after an incident. Any software required to review the data must be available to the Government. The following parameters must be recorded.

(A) Attitude data including pitch attitude, roll attitude, pitch rate, roll rate, yaw rate, and acceleration (g-forces).

(B) Position data including latitude, longitude, altitude, vertical speed, ground speed, and heading.

(C) All data displayed on flight and engine instruments. This may be accomplished using cockpit imaging with an unobstructed view of engine and flight instruments installed in the instrument panel or a data recorder that can provide all flight and engine data with 3D recreation of the flight.

(D) Ambient cockpit audio

(E) Aircraft equipped with FAA approved Cockpit Voice Recorders and Flight Data Recorders meet the requirements for Flight Data Monitoring Systems.

(vii) Gimballed EO/IR Sensors

Gimballed sensors must provide Electro-Optical (EO), Mid-wave Infra-Red (MWIR), and Short-wave Infra-Red (SWIR) capabilities with zoom functionality and a minimum resolution of 1080p. The sensor must be controlled by an onboard mapping computer and/or a tablet computer controlled by the SIC/observer. The sensor must have 360-degree control and be capable of locking on to a fixed location (geo point).

If the Gimbaled EO/IR Sensor becomes unreliable, the system must be returned to full operational capability within 5 calendar days after the

system is discovered to be unreliable.

(viii) Mission Displays

Mission Displays must be visible to the front seat observer and have a 10" display with a minimum resolution of 1080p. They must display video from the Gimballed EO/IR Sensor. Three additional 3G-SDI video inputs are required.

If a Mission Display becomes unreliable, the system must be returned to full operational capability within 5 calendar days after the system is discovered to be unreliable.

(c) Avionics Installation and Maintenance Standards

All avionics used to meet this contract must comply with the manufacturer's specifications and installation instructions, federal regulations, and the following requirements.

(1) There must be no interference with required systems from any equipment installed in or carried on the aircraft.

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

(3) All antennas must be FAA approved, have a Voltage Standing Wave Ratio (VSWR) less than 3.0 to 1 and be properly matched and polarized to their associated avionics system. Repairs to antennas and cracks exposing the antenna housing or element are not acceptable.

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

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

(6) All avionics equipment must be included on the aircraft's equipment list by model, nomenclature, weight, and arm.

(7) Avionics systems must meet the performance specifications of FS/OAS A-24 Avionics Operational Test Standards.

(8) Communications equipment must meet the performance specifications of FS/OAS A-30 Radio Interference Test Procedures. For a copy of all FS/OAS documents visit https://www.nifc.gov/resources/NIICD/niicd-documents.

B.8 HELICOPTER MANAGER DELEGATED AUTHORITIES

A Helicopter Manager will be assigned to each helicopter furnished. In addition to directing the work of the Helicopter, the Helicopter Manager has the following delegated Contract administration duties and authority:
(a) Complete Helicopter and Fuel Service Truck Pre-Use Checklist (Attachment 12, Helicopter and Fuel Service Vehicle Pre-Use Checklist).

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

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

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

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

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

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

(h) Maintain Daily Diary of contract activities.

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

(j) Document Unavailability on the Flight Use Report and facilitate Return to Contract Availability (RTCA) process as outlined below:

(1) When notified of unscheduled maintenance contact local ASI and assigned CO. If Unavailability is deemed as appropriate by the CO notate and record the time at which the aircraft is deemed unavailable.

(2) Once the Mechanic has completed all repair actions per the aircraft maintenance manual and has notified the Helicopter Manager of aircraft return to service, payment for availability will resume provided the ASI has accepted all corrective actions. Upon acceptance of the corrective action, the Helicopter Manger will inform the CO, document the RTCA, and allow flight operations to resume.

(3) Documentation of the unscheduled maintenance and actions taken shall be notated in the Flight Use Report, Flight Use Report Remarks Section, Helicopter Daily Diary form and entered in the SAFECOM system by the Helicopter Manager.

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

(l) Establish daily schedules.

(m) Approve authorized breaks.

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

(o) Review the Pilots and Mechanics Interagency Qualification Card(s) for currency and qualifications.

(p) Complete and submit Performance Report (Attachment 13, Performance Report).

(q) Review Contractor Power Trend Analysis Graph.

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

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

(2) Helicopter Managers shall not ride in helicopters certified as Restricted Category or not carded to carry passengers.

(s) Discuss, develop, and document an Inclement Weather Plan (IWP), reference B.41(a)(1)/Attachment 28.

B.9 CERTIFICATIONS - GENERAL

(a) Contractors shall be currently certificated to meet 14 Code of Federal Regulations (CFR), Parts 133, External Load Operations, and 137, Agricultural Aircraft Operations. Any helicopter offered shall be listed by make, model, series, and registration number on the Operators Certificates or appropriately documented per their FSDO's process.

(b) Helicopters shall conform to the approved type design (normal or transport), be maintained and operated in accordance with type certificate requirements notwithstanding the aviation regulations of the State in which the helicopter may be operated. All aircraft will be maintained in accordance with their FAA approved maintenance program, type certificate, and applicable Supplement Type Certificates (STCs) and any additional requirements imposed by this contract.

(c) Flight Crew and Aircrew Certifications: Pilots and aircrew shall meet and maintain 14 CFR Part 61, 133, 135, and 137 medical, certification, competency, and recency standards for the types of operations to be conducted, for the types of aircraft in which operations are conducted and meet any additional requirements of this contract.

B.10 CERTIFICATIONS - STANDARD & RESTRICTED

(a) Standard Category Helicopters:

(1) Contractors shall be certificated to meet 14 Code of Federal Regulations (CFR) Part 135 for aircraft approved for passengers.

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

(3) Type 2 Exclusive Use Helicopters shall be certificated for full-time left seat operations under Part 91,133, and 135.

(4) Helicopter(s) shall have all applicable Airworthiness Directives and mandatory manufacturer Service Bulletins completed prior to being approved.

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

(b) Restricted Category Helicopters:

(1) Helicopter(s) certificated in Restricted Category shall have been issued a Special Airworthiness Certificate. Aircraft are required to have a Special Airworthiness Certificate prior to proposal and be submitted with mandatory documentation.

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

(3) Helicopters(s) which are configured from surplus military aircraft, which have FAA type certificates based upon military operation (in lieu of manufacturers' type certificate) shall have, at the time of certification all applicable technical directives accomplished. This includes Time Compliance Technical Orders (TCTO's), all military messages (ASAM's, AMAM's SOF's etc.).

Additionally, any message, bulletin etc., released by the military shall have the requirements accomplished after the original FAA type certification of former

military aircraft. This includes any directives, which refer to later model derivatives which were issued after the earlier models left the military inventory. If the directive is issued for the make model, series or later derivative as an offered aircraft then the directive applies, and the requirements of the directive shall be complied with. This can be in the form of an OEM, TC holder or Owner issued Service Information that mirrors the data from the military directive.

The Forest Service is responsible for the airworthiness of all aircraft under its operational control. Therefore, compliance with bulletins while under any agreement is mandatory regardless of type certification for surplus military aircraft.

Offeror's must submit a plan on how they intend to comply with the completion of military messages both past and present and include a documented list of currently complied with messages for the type aircraft offered.

B.11 INSPECTION AND ACCEPTANCE

In accordance with FAR 52.212-4(a), the following is added**:**

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

Pre-Use Inspection of Equipment and Personnel:

(a) After award of the contract and any renewal thereof, an inspection of the contractor's equipment and personnel will be made prior to any use. Inspection priority and determination of operational need will be at the sole discretion of the Government. Inspections may be scheduled by mutual agreement between the Contracting Officer and the Contractor. Inspection priority and determination of need shall be at the government's discretion. The inspection will take place at the contractor's facility or other location acceptable to the Government Inspector (e.g., Aviation Safety Inspector, Helicopter Pilot Inspector, etc.).

(b) The helicopter, pilot, relief pilot, mechanic, fuel vehicle driver, and fuel servicing vehicle will be made available for inspection as scheduled by the applicable Government Inspector (e.g., Aviation Safety Inspector, Helicopter Pilot Inspector, etc.).

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

(1) Certificates/Contract

(i) Copy of 14 CFR 133

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

(iii) Copy of 14 CFR 137

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

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

(2) Pilots: Pilots are required to hold a current Helicopter Pilot Qualification Card. Contractors shall submit all documentation required for pilot approval and that it has been verified for accuracy and completeness. Pilot evaluations or approvals will not be administered or issued until all required documentation is complete and accurate. The CO or inspector may require additional information and documentation. A complete description of pilot specification and approval requirements are contained in section B.18, Personnel. The following is provided as a general list of document requirements:

(i) Interagency Helicopter Pilot Evaluation Application (FS-5700-20A).
(ii) *When seeking initial pilot approval,* the Contractor's Verification of Individual Helicopter Pilot Requirements and Experience for Initial Interagency Approval (AMD-60B).
(iii) *For a flight evaluation,* the Helicopter Interagency Pilot Evaluation/Qualification Check form (OAS-69B).
(iv) *For a flight evaluation,* pilot logbook entries to verify take-off and landing currency for each make and model helicopter.
(v) *When seeking recurrent pilot approval*, Previous Interagency Helicopter Pilot Qualification Card.
(vi) FAA airman's pilot certificate.
(vii) A current FAA airman's medical certificate.
(viii) FAA Part 61 flight review or FAA Part 135 competency check completed within the previous 24-months.
(ix) FAA Part 61 flight review, FAA Part 135 competency check, or equipment check completed within the previous 12-months for each make and model helicopter.
(x) Annual long-line competency check completed within the previous 12-months.
(xi) Annual tank/snorkel competency check completed within the previous 12-months.
(xii) The contractor's Part 133 pilot endorsement.
(xiii) The contractor's Part 137 pilot endorsement for each make and model helicopter.
(xiv) Signature page from the Operations and Safety Procedures Guide for Helicopter Pilots completed within the las 12-months.
(xv) Completion certificates and/or course completion summary for MH-1, MH-2, MH-3, MTN FLY, and A-110 that have been completed within the previous 36-months.

(xvi) A current GCNP-SFRA course completion certificate.

(3) Flight Evaluation Equipment

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

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

(iii) Aircraft maintenance records

(iv) Fuel servicing vehicle available

(4) Aircraft:

To facilitate the efficient use of time at your facility the following documentation will be required during the carding inspection and can be provided prior to the inspection via a file sharing provider such as Box or SharePoint. On the date of inspection, personnel must be available to open compartments/access panels and operate aircraft electrical equipment as necessary to facilitate the inspection of the aircraft and fuel service vehicles (FSVs).

i. All required documents needed to verify the data in Form FS-5700-21a or OAS 36b; Helicopter Data Record (including airframe logs, engine logs, compliance with mandatory manufacturer's bulletins, Military Technical Directive, FAA AD compliance, listing of installed STCs, and helicopter status record, etc.) shall be made available to USFS or DOI inspector(s).
ii. A current status-sheet containing the status of inspections, ICAs, Recurring ADs, and components having time/life limits. The list shall include component name, serial number, service life or inspection/overhaul time, total time since major inspection, overhaul, or replacement and hours/cycles calendar time remaining before required inspection, overhaul, or replacement. The list shall be like that shown in AC 43-9c, as amended.
iii. Complete listing of and method of compliance for all FAA ADs, Manufacturer's Mandatory Service Bulletins (MSBs), and Special Airworthiness Information Bulletins (SAIBs) as applicable to the aircraft. Documentation of compliance to each AD and MSB will include date and method of compliance, date of recurring compliance, and an authorized signature and certificate number will be recorded. The list shall be similar to that shown in AC 43-9c, as amended
iv. Current copy of charts A, B and C (USFS configuration) of aircraft weight and balance.

v. Aircraft, engine, and component historical records (component cards and logbooks).
vi. Aircraft alteration records (337's).
vii. ELT NOAA registration.
viii. ELT Make/Model Information
ix. ATU validation information (if required by contract).
x. Copy of most recent 91.411 and 91.413 logbook entries.
xi. Copy of Public ADS-B Performance Report. (https://adsbperformance.faa.gov/PAPRRequest.aspx)
xii. Current Part 135 Ops Specs (specifically A015, A061, B050, D072, D073, D085, D093, D095, D102, and D104) and part 133 and 137 aircraft listings. As applicable to your operation.
xiii. Current Part 135 Operations Manual
xiv. Current contract and modification(s).
xv. Current DOT Emergency Response Guide (ERG), NWCG Standards for Aviation Transport of Hazardous Materials rev. Feb 2018 (Hazmat Guide), and the Special Permit Authorization DOT-SP9198 issued Mar 12, 2018 (Exemption Letter).
xvi. Current aircraft flight manual.
xvii. Current MEL.
xviii. Rapid Refuel procedures (if applicable).
xix. Completed load calculations for each contract with a 200lb pilot, 1.5 hour of total fuel, at the altitude and temperature specified in the contract.
xx. Water/Retardant Bucket Operations Manual. (if applicable)
xxi. Buckets, long lines & remote hook next to helicopter. (if applicable)
xxii. Any documentation not previously provided.
xxiii. Other items/paperwork may be requested at the time of inspection as described in the contract.
xxiv. Ensure that your aircraft is available on the inspection date. If the aircraft is not available on the date of inspection, the inspection will be rescheduled at the government's convenience for a later date, a new inspection date may be more than 30 days later depending on other scheduled inspections and inspector availability.

(5) Mechanic(s)

Requests for mechanic cards shall include electronic copies of a completed and signed "Aircraft Mechanic (Helicopter) Qualification Form" (Exhibit 20), A&P certificate for each applicant, copies of required Human Factors Training and needed training / experience records to validate qualification.

(6) Fuel Service Vehicle

(i) Fuel servicing vehicle and associated equipment available for inspection. Contractor shall have equipment and personnel to change the filter on the fuel service vehicle as required.

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

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

B.12 PRE-USE INSPECTION EXPENSES

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

(b) The contractor shall be responsible for flight evaluation expenses. Pilot evaluation flights may require up to 2-hours of flight time for each pilot. Refer to section B.18, Personnel, as to when a flight evaluation is required.

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

(d) If a scheduled inspection is cancelled less than 48 hours of the agreed upon time & date, the vendor will be responsible for bringing the aircraft to the next available inspector at a time & date suitable to that inspector. All expenses necessary for the inspection shall be reimbursed to the government.

(e) Discrepancies noted during an inspection must be corrected within 30 calendar days. If the discrepancies are not corrected within 30 days, a reinspection will be required, and the contractor shall be required to reimburse the Government for reinspection expenses.

B.13 INSPECTIONS DURING USE

(a) At any time during the contract period, the CO may require inspections, as deemed necessary to determine that the Contractor's equipment and/or personnel currently meet specifications. This can be in the form of quality assurance inspections, weighing, tests, or other audits. Government costs incurred during these inspections will not be charged to the Contractor.

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

(c) When the helicopter becomes unavailable due to mechanical breakdown, the Government reserves the right to inspect the aircraft after the Contractor's mechanic has approved the aircraft for return to service. For items covered under 14 CFR 135.415, the Contractor shall furnish the CO/Regional Maintenance Inspector with a completed copy of FAA Form 8010-4, Malfunction or Defect Report.

B.14 REINSPECTION EXPENSES

(a) When reinspection is necessary because Contractor equipment and/or personnel did not satisfy the initial inspection, or when inspecting substitute personnel and/or equipment subsequent to the initial pre-use inspection, the Contractor may be charged the actual costs incurred by the government in performing the reinspection. Reinspections will be performed at a time and location determined by the agency Maintenance Inspector.

(b) Reinspection 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 in accordance with the FTR.

B.15 OPERATIONS

(a) General:

(1) Public Aircraft Operations. The government exercises authority to initiate, control, and terminate flights through the dispatching and resource ordering system. In so doing, the government is exercising operational control. As such, and in the performance of firefighting or land management operations, the flight is considered a public flight (reference 14 CFR 1.1). However, this does not negate compliance with FAR Part 91 general operations and flight rules nor negate additional operating requirements as specified by the contractor's Part 133, 135, or 137 operating certificates; except where the deviation is reasonably necessary to meet government objectives. The government acknowledges that special-use missions may conflict with FAR Part 91 and the contractor's operating certificates. Special-use mission flights include, but are not limited to, rappel, short-haul, aerial ignition, rope assisted deployment, STEP, airspace and fire management, reconnaissance, search and rescue, law enforcement, hoist, fire suppressant operations, and logistical operations.

After contract award, the contractor should notify the Flight Standards District Office that, in the performance of contract services, public operations will occur. The contractor is provided Attachment 22 to make this notification.

Unless otherwise indicated herein, or otherwise authorized by the CO, the contractor shall comply with the certifications and operations specifications of their Title 14 CFR Part 119, Part 135, Part 133, and Part 137 commercial operating certificates. Although the government has elected to identify public

flights and deviations that are necessary, this does not relieve the contractor from adherence to aircraft airworthiness certification standards, aircraft maintenance standards, pilot currency standards, or pilot certification standards. Pilots shall conform to flight manual and federal airspace regulations unless a deviation is reasonable and necessary to meet government objectives.

The following list specifies deviations that are approved and further identifies flights that are considered public:

i. Flights where compliance with minimum altitudes cannot be adhered to. (Reference 14 CFR Part 91.119).
ii. Flights delivering fire suppressant or logistic supplies necessary to protect the public but could result in damage to property. (Reference 14 CFR Part 91.15).
iii. Flights without an FAA approved congested area plan. (Reference 14 CFR Part 133.33(d)(1)).
iv. Flights within 500 feet of persons, vehicles, or structures. (Reference 14 CFR Part 133.33(d)(e)).
v. Flights in rotorcraft type-certificated in the restricted category over densely populated areas, in a congested airway, or near a busy airport where passenger transport operations are conducted. (Reference 14 CFR Part 91.313(e) and 14 CFR Part 133.45(d)).
vi. Flights over congested areas without an FAA approved plan. (Reference 14 CFR Part 137.51(b)(3)).
vii. Flights performing external loads with government persons aboard. These flights are limited to rappel, cargo let-down, hoist, arial ignition, and short-haul. (Reference 14 CFR Part 133.35).
viii. Flights where the rotorcraft flight manual does not authorize doors to be opened, closed, or remain unsecured during flight. These flights are limited to rappel, short-haul, cargo let-down, hoist, STEP.
ix. Flights that the government has elected to perform the passenger brief. (Reference 14 CFR Part 91.519 and 135.117).
x. Flights that the government has elected to manage the stowage and security of cargo, whether external or internal.
xi. Flights that do not conform to FAR Part 91 and 135 passenger security and egress. These flights are limited to rappel, short-haul, cargo let-down, hoist, STEP, and aerial ignition.
xii. Flights that are special-use mission flights.
xiii. Flights performing training or pilot examinations.
xiv. Flights transporting hazardous materials. The government assumes management of training requirements, packaging, loading, storage, record keeping, and exemptions approved by the Department of Transportation (DOT). However, this does not relieve the contractor

or the government from adhering to the NWCG Standards for Aviation Transport of Hazardous Materials nor abiding by the DOT exemption.

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

(3) Payload shall be determined in accordance with, and in reference to, performance data and limitations contained within the FAA approved flight manual or FAA approved flight manual supplement.

(4) Use (Attachment 11, Interagency Helicopter Load Calculation and Attachment 10, Hourly Flight Rates, Fuel consumption, and Weight Reduction Chart) per aircraft type and the appropriate Hover Ceiling Charts (HOGE and HIGE) from the approved Rotorcraft Flight Manual.

(5) For contracts requiring longline operations, any combination of line length may be used at the discretion of the pilot.

(6) The contractor shall operate with a complete set of current aeronautical charts covering area of operation. The Contractor shall be responsible for providing navigation publications. FAA approved "electronic" flight bags meet this requirement.

(7) All documents required to be with aircraft during contract period, may be stored in an electronic storage device. The storage device must have a viewing screen of at least 7 inches wide. If an electronic storage device is used, a paper back up for each required document must be available with the support vehicle. Examples of approved storage device are Tablet; iPad etc. Smart phones will not be acceptable.

(8) The helicopter shall be shut down after 4 hours of flight (Hobbs) time or 2 fuel cycles (whichever occurs first) in order to provide a break to the pilot(s).

(9) The Contractor shall operate the helicopter in accordance with an approved 14 CFR Part 133, Rotorcraft Load Combination Flight Manual (RLCFM). A copy of the RLCFM shall always be kept with the aircraft.

(b) Pilot Authority and Responsibilities:

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

(2) The pilot is responsible to have a complete set of current aeronautical charts covering area of operation. The Contractor shall be responsible for providing navigation publications. FAA approved “electronic” flight bags meet this requirement.

(3) The Pilot-In-Command (PIC) is responsible for the safe operation of the aircraft. The pilot has final authority to determine whether the flight can be accomplished safely and shall refuse any flight operation or landing that the pilot considers unsafe.

The Pilot-In-Command (PIC) is responsible for the passenger safety brief, unless otherwise performed by the government.

The pilot-In-Command is responsible for cargo loading, security, and unloading unless otherwise performed by the government

(4) The pilot is responsible to operate the aircraft with the payload determined from the helicopter load calculation. It is expected that the government and the pilot may reduce payload capacity due to safety considerations.

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

(6) After engine(s) shutdown, the pilot may exit the aircraft and remain within the rotor arc while the rotor(s) are turning if authorized by the Rotorcraft Flight Manual (RFM). The pilot shall coordinate this action with the Helicopter Manager. If not authorized by the RFM, the pilot shall remain at the controls until the rotors stop.

(7) Cockpit checklists: All operators (inclusive of Part 91, 133, 137, and 135 operators) and pilots shall conform to Title 14 CFR Part 135.83 requirements. The operator must provide, and pilots shall use a cockpit checklist that is current and of appropriate form. “Current and appropriate form” are OEM checklists or operator approved checklists that meet the guidance as specified within FAA Advisory Circular Number 120-71B, Standard Operating Procedures and Pilot Monitoring Duties for Flight Deck Crewmembers, dated 1/10/2017.

(8) Equipment/Cargo (radio kits, survival gear, fire tools, etc.), shall be stored, documented on the weight and balance, or manifested (as applicable), and secured in or on the aircraft in such a manner so as not to cause damage, obstruct exits or interfere with the operation of equipment or personnel.

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

(10) Passenger Briefing - The contractor is required to meet 14 CFR Part 135.117, *Briefing of Passengers Before Flight*, unless otherwise determined as impracticable by the government or pilot-in-command.

Where, impracticable, and notwithstanding 14 CFR Part 135.117, the contractor is relieved from any responsibility, liability, or accountability as a consequence of not adhering to 14 CFR Part 135.117. The government assumes all responsibility, liability and accountability for passenger briefings and shall ensure 14 CFR Part 135.117 briefing requirements are met.

In addition to 14 CFR Part 135.117 briefing items, the following additional items shall be briefed: Personal Protective Equipment (PPE), ELT location and remote switch activation, Shut-Off Procedures for Battery and Fuel, and Aircraft Hazards.

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

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

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

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

(15) During missions that involve transporting agency personnel, a HOGE power check shall be performed for either the takeoff or landing, whichever is most restrictive. This requirement applies to pinnacles, ridgelines and confined areas or any first-time missions into/out of a HOGE site. Refer to Interagency Technical Bulletin 17-01, Clarification of the HOGE Power Check Requirement: https://cms.fs.usda.gov/sites/default/files/2020-06/iatb_2017-01_1.pdf

(c) Only day VFR flight is authorized unless otherwise operating under the contracted service found in Exhibit 8 - Night Flying Operations.

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

The Contractor is responsible for removal, reinstallation, and security of the doors at all times. However, Government personnel may assist with removal and reinstallation when properly trained by the mechanic or pilot. The contractor

shall maintain full responsibility to ensure the procedure is accomplished correctly.

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

(e) External Load Operations:

(1) All External Load Operations (Applicable to Cargo, Bucket and Tank operations unless specifically noted)

(i) External payload will be determined in accordance with, and in reference to, performance data and limitations contained within the FAA approved flight manual or flight manual supplement.

(ii) Helicopters equipped with a tail rotor and conducting external load operations (excluding class A loads) will be limited to an airspeed of 80 kts or the airspeed limitation specified within the rotorcraft load combination flight manual, whichever is less. All other helicopters conducting external load operations shall comply with applicable Rotorcraft Flight Manual Limitations.

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

(iv) For loads with a total suspended length of 50 feet or greater the pilot must be approved for longline.

(v) Primary and secondary external cargo release (emergency jettison) shall not be disabled during flight.

(2) Cargo Operations

(i) Use actual weight of cargo from load calculation or manifest form. Weight reduction is optional and may be calculated into jettisonable payload when agreed upon by pilot and agency personnel.

(3) Bucket Operations

(i) All Bucket Operations (Applicable to both gated and non-gated buckets)

(A) For calculation of the allowable bucket payload use 8.3 pounds per gallon for water. When mixed fire retardant is being delivered, use 9.5 lbs/gal.

(B) Buckets and hardware shall be designed for the applicable aircraft and attached directly to the cargo hook.

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

(ii) Non-gated bucket operations

(A) Partial dips are not authorized.

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

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

(iii) Gated bucket operations

(A) Requires electronic hook load measuring system (load cell) that provides cockpit readout of the actual weight that has been calibrated/tested IAW it's manufacturer's requirements.

(B) Partial filling is authorized, based on aircraft performance and environmental conditions.

(4) Tank Operations

The following procedure shall be used for all Tank operations (see Exhibit 11):

(i) The contractor is responsible for the installation and removal of the snorkel or any ancillary equipment that can be removed for

flight. Government personnel may assist with removal and installation when properly trained by the mechanic or pilot.

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

(iii) If authorized by the CO, items awarded as tanked aircraft may be requested to replace tank with water bucket due to firefighting suppression tactics. This will be documented by the COR.

(f) Dual Controls:

Dual controls are required and shall be made accessible to Helicopter Pilot Inspectors for all pilot evaluations. During flight operations, the front seat not occupied by a pilot may only be occupied by a helicopter manager or an authorized crewmember after being briefed by the PIC or HMGB. For Type 3 aircraft, the dual controls shall be removed except during pilot evaluation, unless aircraft type certification prevents controls from being removed.

(g) Transportation of Hazardous Material (HazMat):

(1) Helicopters may be required to carry hazardous materials. Such transportation shall be in accordance with DOT Special Permit and the DOI or NWCG Standards for Aviation Transport of Hazardous Materials (PMS 513). A copy (hard copy or electronic copy) of the current Special Permit and handbook/guide and DOT Emergency Response Guide (ERG) shall be aboard each aircraft operating under the provisions of this Special Permit and can be found at this website: https://www.nwcg.gov/sites/default/files/publications/pms513-fs-dot-sp-9198.pdf

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

(3) The pilot shall ensure personnel are briefed of specific actions required in the event of an emergency. The pilot shall be given initial written notification of the type, quantity, and the location of hazardous materials placed aboard the aircraft before the start of any project. Thereafter, verbal notification before each flight is

acceptable. For operations when the type and quantity of the materials do not change, repeated notification is not required.

B.16 PILOT SPECIAL-USE MISSION AUTHORIZATIONS

The following provides a list of pilot special-use mission authorizations that are required for the contract services indicated:

Mission Tasks	**Requirement**
Mountainous Terrain	All Items
Low Level and Reconnaissance	All Items
Helitack/PAX Transport	All Helicopters Approved for Passenger Transport
External Load, <50’ (Belly Hook)	All Type 2 and Type 3 Helicopters (Excluding Exhibit 10, Rotor Wing Aerial Supervision).
External Load, >50’ (Longline VTR)	All Bucket Items (Excluding Exhibit 10, Rotor Wing Aerial Supervision).
Water/Retardant, Bucket	All Bucket Items (Excluding Exhibit 10, Rotor Wing Aerial Supervision).
Snorkel (Mirror or VTR)	All Tank Items
Water/Retardant, Tank	All Tank Items
Aerial Ignition, PSD	Reference Schedule of Items
Aerial Ignition, Torch	Reference Schedule of Items
Snow Operations (Deep Snow)	Reference Schedule of Items
External Load, Rappel	Required for Rappel Items
External Load, Short Haul	Required for Short Haul Items
NVG	Reference Schedule of Items
Hoist	Reference Schedule of Items
STEP	Reference Schedule of Items
☐ Other:	

B.17 GOVERNMENT PILOT TRAINING (VENDOR TO IDENTIFY IN PWB)

Contractor ☐ will ☐ will not authorize Government Pilot Training in accordance with Attachment 20.

B.18 PERSONNEL

(a) General:

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

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

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

(4) Vendor-QA/Evaluation/Safety checks may be conducted IAW Attachment 23

(b) Management Personnel Requirements:

(1) Contractor shall have and maintain through the life of the contract personnel in the following positions:

(i) Flight Operations Manager (Director of Operations): Flight Operations Manager shall meet the following requirements:

(A) To serve as a Flight Operations Manager for a certificate holder that only conducts operations for which the pilot in command is required to hold a commercial pilot certificate, a person must hold at least a commercial pilot certificate. In addition, the Flight Operations Manager must have at least 3 years supervisory or managerial experience within the last 6 years in a position that exercised operational control over flight operations.

(ii) Maintenance Manager: Maintenance Manager is the primary point of contact for the offerors aircraft to liaison with the USFS concerning inspection scheduling (Carding) and aircraft maintenance. This position may also be referred to as Director of Maintenance. They shall meet the following requirements:

(A) To serve as a Maintenance Manager a person must hold a mechanic certificate with airframe and powerplant ratings and either:

(1) Have 3 years of experience within the past 6 years maintaining aircraft as a certificated mechanic, including, at the time of appointment as Maintenance Manager, experience in maintaining the same category and class of aircraft as the certificate holder uses; or

(2) Have 3 years of experience within the past 6 years repairing aircraft in a certificated airframe repair station, rated for the same category and class of aircraft that the certificate holder uses, including 1 year in the capacity of approving aircraft for return to service, or

(3) Have 6 years' experience on the military derivative of the aircraft offered and qualification as a Technical Inspector from a US Military Service in Airframe or Power Plants in a maintenance activity or repair facility.

(iii) Chief Pilot:

(A) To serve as Chief Pilot for a certificate holder that only conducts operations for which the pilot in command is required to hold a commercial pilot certificate, a person must hold at least a commercial pilot certificate. The Chief Pilot must be qualified to serve as pilot in command in at least one aircraft used in the certificate holder's operation. In addition, the Chief Pilot must have at least 3 years of experience, within the past 6 years, as pilot in command.

(c) Pilot Approvals, Qualifications and Records Check:

(1) Pilots are responsible for the contractual, operational, and safety knowledge as indicated within the practical test standards, this contract, and the Operations and Safety Procedures Guide in addition to knowledge of contractor flight operations standards and procedures, the rotorcraft flight manual, rotorcraft load combination flight manual, safety management system and the regulations governing 14 CFR Parts 61, 91, 133, 135, and 137.

(2) Pilot approvals and flight examinations shall be administered by a USFS Helicopter Pilot Inspector.

(3) Pilots are required to hold a current Helicopter Pilot Qualification Card in order to serve under the terms and conditions of this contract. The Helicopter Pilot Qualification Card (pilot card) indicates the company that is authorized to perform services, indicates the make/model/series of aircraft that a pilot is authorized to operate, indicates the missions that a pilot is authorized to perform, and indicates when this authorization expires.

(4) Pilot cards are contractor specific and are non-transferable. Pilot cards are issued predicated on having met the pilot contract specification requirements, having met special-use mission currency requirements and, if required, upon successful completion of a flight evaluation as administered by a pilot inspector.

(5) Pilot cards are issued by a pilot inspector and expire 12-months after issuance unless otherwise indicated.

(6) For pilot authorization, the contractor is required to submit a pilot application and include all required documents necessary to substantiate meeting the type of operations the contractor is expected to perform in the type of helicopter in which they are to be performed. Additionally, and upon request by the inspector, the contractor shall furnish any additional documentation and information necessary to substantiate pilot flight time, experience, and credentialling such as, but not limited to, aircraft records, pilot logbooks, check airman certifications and authorizations, operations specifications, employment history, training programs, etc.

(7) Listing of forms, attachments, and guides:

(i) Contact a FS Pilot Inspector to obtain the most current version of forms, attachments, and guides.

(ii) Interagency Helicopter Pilot Evaluation Application (FS-5700-20a, OAS-64B):

1. https://www.fs.usda.gov/managing-land/fire/aviation/publications

2. Attachment 31

(iii) Helicopter Interagency Pilot Evaluation/Qualification Check form (FS form pending, OAS-69B)

3. Attachment 32

(iv) Individual Helicopter Pilot Requirements and Experience for Initial Interagency Approval (AMD-60B / FS-5700-20b):

4. Attachment 15

(v) Annual Long-Line Competency Check

5. Attachment 8

(vi) Annual Fixed Tank/Snorkel Competency Check

6. Attachment 8

(vii) Pilot Certification from the Operations and Safety Procedures Guide

7. Attachment 7

(viii) Pilot Practical Test Standards: Contact a FS Pilot Inspector for the most current version of the Pilot Practical Test Standards.

(ix) Operations and Safety Procedures Guide for Helicopter Pilots: Contact a FS Pilot Inspector for the most current version of the Operations and Safety Procedures Guide for Helicopter Pilots

(8) Contractors shall ensure all documentation submitted for pilot approvals has been verified for accuracy and completeness. The contractor shall verify all pilot hours from a certified pilot log or permanent record. Pilot Inspectors will verify that pilots meet the experience and qualification requirements under this contract.

(9) For pilots who have not been authorized to perform pilot services on behalf of a FS or DOI contract (initial carding), the contractor shall identify previous employers and submit the information via the Individual Helicopter Pilot Requirements and Experience for Initial Interagency Approval form.

(10) Flight crew member record checks are required in accordance with 49 USC 44703 and 49 CFR 1544.230, regardless of the type of operation being conducted (14 CFR Parts 91, 121, 125, 133, 135, 137 or public aircraft operations). The contractor will request, receive, and evaluate performance and safety related information (as specified by the law and regulation) before allowing any pilot to begin service as a flight crew member under this contract. Records of compliance will be available for review by the contracting officer or designated government representative.

(11) Pilot evaluations or approvals will not be administered/issued until all required documentation is complete and accurate. This documentation shall be submitted anytime a pilot approval is requested and shall be made available, anytime, upon request by the government. Pilots shall complete the Interagency

Helicopter Pilot Evaluation Application and Interagency Helicopter Pilot Evaluation / Qualification Check form.

(d) Pilot-In-Command Requirements (General):

The following specify pilot-in-command requirements and documentation to substantiate pilot approval:

1. A complete and accurate Interagency Helicopter Pilot Evaluation Application form.

2. For initial pilot applicants, the Contractor's Verification of Individual Helicopter Pilot Requirements and Experience for Initial Interagency Approval form.

3. For renewal pilot applicants, a copy of the pilot's most recently issued Interagency Helicopter Pilot Qualification Card. In the absence of this record, it will be necessary for the pilot to demonstrate proficiency in previously authorized missions and aircraft.

4. A copy of the front and back of the pilot's FAA pilot certificate. The pilot shall hold a Commercial or Airline Transport Pilot (ATP) Certificate, Rotorcraft-Helicopter, and, if the helicopter requires a type rating, a type rating for that helicopter.

5. A copy of the pilot's current FAA medical certificate. The pilot shall maintain a current first-class or second-class medical certificate. Ref 14 CFR Part 61.23.

6. Simulator Use: Simulators may be used to meet Part 61 flight reviews, Part 135 competency checks, and equipment checks. Simulators used to meet Part 61 and Part 135 checks shall conform to the rules and regulations governing their authorized use. Simulators used for an equipment check shall be comparable to a Level 7 FTD or Level C or D FFS (references 14 CFR Part 60, AC 120-63, FAA's National Simulator Program (NSP), 8900.407). Training time accrued in a simulator or flight training device is not creditable toward meeting contract flight time requirements.

7. If the aircraft is listed on the operator's Part 135 certificate, then submit a current FAA 14 CFR Part 135 competency check for each type of helicopter the pilot is seeking approval. Type means a helicopter that is of the same basic make and model or a helicopter that requires a specific type rating.

8. If the aircraft is not listed on a Part 135 certificate, submit documentation showing that:

1. Within the previous 24-months, a Part 61 flight review or Part 135 competency check in an aircraft has been completed, and

2. Within the previous 12-months, an equipment check in each type of helicopter that the pilot is seeking approval has been completed. Where the flight review or competency check was completed within the previous 12-months in a type of helicopter, the equipment check in that type is not required. Type means a helicopter that is of the same basic make and model or a helicopter that requires a specific type rating.

9. Equipment check requirements: A minimum of 1-hr of flight training and 1-hr of ground training and shall include a review of:

    1. Appropriate provisions of Parts 91, 133, and 137 operations,

    2. Aircraft systems, limitations, weight and balance, and standard and emergency operating procedures,

    3. Aircraft handling in flat-light, whiteout, and brownout conditions, and methods for recognizing and avoiding those conditions,

    4. Procedures to recover from inadvertent entry into instrument meteorological conditions, and

    5. A review of maneuvers and procedures necessary for the pilot to demonstrate the safe operation of the aircraft.

10. A copy of the company's designation that the pilot has demonstrated the knowledge and skills required by 14 CFR Part 133, External Load Operations, and an endorsement for each class of load that the pilot is approved for each make and model aircraft. Reference 14 CFR Part 133 (c), Operating Rules.

11. A copy of the company's endorsement that the pilot has demonstrated the knowledge and skills required by 14 CFR Part 137, Agricultural Aircraft Operations. An endorsement is required regardless of the exemptions indicated in this Part.

12. For long-line operations, a current (within the previous 12-months) Annual Long-Line Competency Check.

13. For Fixed Tank/Snorkel operations, a current (within the previous 12-months) Annual Fixed Tank/Snorkel Competency Check.

14. Within the previous 12-months, a signed and dated Pilot Certification from the

Operations and Safety Procedures Guide.

15. A copy of the pilot's Interagency Aviation Training (IAT) course completion summary from the Interagency Aviation Training website, https://www.iat.gov/ or a completion certificate for each course. The pilot is to maintain the currency standard, specified.

(a) MH-1, Aviation Firefighting - Basic Fire Behavior and Tactics,

(i) Currency standard – within the previous 36-months

(b) MH-2, Aviation Firefighting Organization, Airspace, Communications, and Aviation Safety,

(i) Currency standard – within the previous 36-months

(c) MH-3, Aviation Firefighting - Fire Helicopter Administration and Operations,

(i) Currency standard – within the previous 36-months

(d) A-110, Aviation Transport of Hazardous Materials,

(i) Currency standard – within the previous 36-months

(e) MTN FLY, Mountain Flying (USFS), and

(i) Currency standard – within the previous 36-months

(f) GCNP-SFRA, Grand Canyon NP Special Flight Rules Area

(i) Currency standard – The pilot shall be current for that year for which the waiver is authorized. Note, the pilot's FAA Form 7711-1 waiver expires at the end of each calendar year (Dec 31st).

(e) Pilot-In-Command Requirements (Experience):

Pilots shall have accumulated as pilot-in-command (PIC) the minimum flight hours listed below. Pilot time accrued in a simulator or flight training device is not creditable toward meeting contract flight time requirements. Flight hours shall be determined from a certified pilot log. Further verification of flight hours may be required at the discretion of the CO.

All Helicopters Minimum Experience Flying Hours

Total Time.....1,500

Pilot–in-command hours:

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

*Flight hour requirements may be reduced by 50% if the pilot holds a type rating for the helicopter or submits evidence of satisfactory completion of training in the make and model from a certificated 14 CFR Part 141 pilot school, or a certificated 14 CFR Part 142 training center, or a 14 CFR Part 135 pilot training program.

**The 100-hr requirement may be alternatively met under the following conditions: annual 25-hr PIC and a USFS competency flight review.

***Weight class is defined as:
Small aircraft – aircraft of 12,500 or less, maximum certificated takeoff weight
Large aircraft – aircraft of more than 12,500 pounds, maximum takeoff weight

Additional Special Mission Requirements:

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

Mountain
Flying…….200**
Mountain Flying Experience – Make and Model 10
Vertical Reference (VTR) Experience.....10*
*Mandatory to obtain long-line special-use mission approval.

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

(f) Flight Evaluations:

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

(2) 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.

(3) Flight evaluations may require up to 2-hours of flight time for each pilot for each make and model helicopter for which pilot approval is sought. A flight evaluation will be conducted in the contractor's helicopter furnished under the terms and conditions of this contract agreement. The satisfactory completion of the evaluation flight will not substitute for any of the total flight hour requirements, flight reviews or competency checks, currency requirements, equipment check requirements, or pilot experience. The following indicates when a flight evaluation is required:

(i) Initial pilot approval in the make, model, and series helicopter.

(ii) For a pilot who seeks approval for multiple aircraft types, a 36-month recurrent flight evaluation shall be conducted in each type of helicopter that subsequent pilot approval is sought. The special-use missions to be reviewed are water delivery, long-line, and tank/snorkel. Type means a Type 1, Type 2, or Type 3 helicopter.

(iii) Recurrent special-use mission authorizations for each make and model helicopter such as, but not limited to, short-haul, rappel, step, NVG, etc.

(iv) The government retains the right to conduct a QA/Standardization flight evaluation at any time as determined by the contracting officer or pilot inspector.

(4) The evaluation will be conducted in accordance with the Interagency Helicopter Practical Test Standards (contact FS pilot inspector).

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

(6) The helicopter shall hold a current aircraft Interagency Data Card.

(7) The Contractor shall ensure that a set of fully operational flight controls are installed in the aircraft during all evaluation flights and that any ancillary equipment necessary for the flight evaluation is provided.

(8) The flight evaluation shall require demonstration of special-use mission tasks performed in terrain typical of FS land management and/or firefighting operations.

(9) Flight evaluation documentation requirements. The contractor shall submit documentation requirements as specified for pilot authorization approval, and, in addition, submit the following:

(A) The Interagency Helicopter Pilot Evaluation/Qualification Check form, with sections I (a thru e) and II (b and c) completed,

(B) And copies of logbook pages that indicate the pilot, as the sole manipulator of the flight controls, has completed at least three takeoffs and three landings within the previous 90-days in each make and model helicopter in which a flight evaluation will be performed. (reference 14 CFR Part 61.57 and Part 135.247).

(1) For a flight evaluation that will be performed during the day, day or night takeoffs and landings meet this requirement.

(2) For a flight evaluation that will be performed at night, only night takeoffs and landings meet this requirement

(g) Pilot: Vertical Reference Proficiency:

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

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

(h) Copilot and Second-in-Command (SIC) Requirements.

(1) Copilots and SICs are considered flight crew and, as such, shall be administratively approved (carded) for each make and model helicopter crewed, and shall meet the following requirements:

(A) Comply with the operator's certificate and, in addition:

(1) Hold a FAA commercial pilot or airline transport pilot certificate with a helicopter rating.

(2) Hold a current FAA first-class or second-class medical certificate.

(3) Have, within the previous 24-months, completed a 14 CFR Part 61 flight review or 14 CFR Part 135 competency check.

(4) Have, within the previous 12-months, completed an equipment check in each make and model helicopter for which an approval is sought. Where a Part 61 flight review or Part 135 competency check was completed within the previous 12-months in a make and model helicopter, the equipment check in that helicopter is not required.

(5) Within the previous 36-months, have completed MH-1, 2, 3, MTN FLY, and A-110 computer-based training modules.

(2) Trainee Pilot Requirements (Mentorship Program).

The pilot mentorship program is a USFS program to enable pilots to meet PIC flight time and experience requirements while exercising pilot control of the helicopter in the performance of special-use mission tasks under the mentorship of an approved (carded) pilot-in-command. The trainee may only operate helicopters for which the trainee has been approved and may only perform those special-use missions for which the trainer has been approved. Reference Attachment 16 for a description of the pilot mentorship program and the requirements specified therein.

(i) Mechanic Qualifications:

(1) The mechanic shall have been actively engaged in aircraft maintenance as a certificated mechanic for at least 18-months out of the last 24-months; and meet one of the following criteria:

(i) The mechanic shall hold a valid FAA mechanic certificate with airframe and power plant ratings and shall have held the certificate for a period of 24-months.

(ii) The mechanic shall hold a valid FAA mechanic certificate with airframe and power plant ratings and shall have held the certificate for a period of 12 months and the mechanic must show evidence of Four years military experience of aircraft maintenance training and qualification as a Technical Inspector (30 Level USA, 7 Level USAF, CDI or QAR USMC/USN, etc.) for Airframe or Power Plants.

(iii) The mechanic shall hold a valid FAA mechanic certificate with airframe and power plant ratings and shall have held the certificate for a period of 12 months and the mechanic shall show evidence of holding foreign equivalent with both ratings for a period of 24 months.

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

(3) The mechanic shall show evidence of maintaining a helicopter of the same make and model as offered:

(i) Under "field" conditions for at least three months.

(ii) This requirement can be met by maintaining a helicopter away from the operator's Principal Base of Operations, while under minimal supervision. If the operator provides an additional A&P mechanic for field experience training the additional A&P mechanic is not required to be carded, unless otherwise required in the contract.

(4) Mechanics shall show evidence of meeting at least one of the following on a helicopter of the same make and model offered:

(i) Satisfactorily completed a manufacturer's maintenance course

(ii) Satisfactorily completed a USFS approved Contractor's training program

(iii) The mechanic has 12-months maintenance experience

(5) The mechanics must have documented and show evidence of training in all the following subjects:

(i) Company policies and procedures

(ii) Company operations procedures

(iii) Maintenance procedures

(iv) Contract requirements

(v) Fatigue management

(vi) SMS

(vii) Human Factors Training required by this contract

(6) Documented training on preceding training and courses must be submitted with mechanic application (Attachment 17) and a company representative, other than the mechanic in question, shall certify by signing the Aircraft Mechanic (Helicopter) Qualifications Form that each mechanic offered under this contract has met the minimum certification, training, and experience qualifications of this section.

(7) When requested by the Government, each Mechanic shall furnish a valid Interagency Mechanic Qualification card for review. The card shall be issued by

the designated Interagency Maintenance Inspector for the duration of the Contract, including any optional periods. Should the mechanic leave the employment of the Contractor, the mechanic shall surrender the card to the Contractor upon termination of employment.

(j) Apprentice Helicopter Mechanic:

(1) The Apprentice Helicopter Mechanic must have a valid FAA mechanic certificate with airframe and powerplant ratings and must have held the certificate with both ratings for a period of 12 months. The mechanic must have been actively engaged in aircraft maintenance as a certificated mechanic for at least 6 months out of the last 12 months immediately preceding the start date of the contract.

(2) The Apprentice Helicopter Mechanic shall have 6 months experience as an A & P in maintaining helicopters of the same make and model as offered, 3 months must have been in the last 12 months.

(3) Apprentice mechanics shall have satisfactorily completed a manufacturer's maintenance course or an equivalent USFS or DOI-approved Contractor's training program for the make and model of helicopter offered or show evidence the mechanic has 12-months maintenance experience on a helicopter of the same make and model offered. The mechanics must have documented training in the following: company policies and procedures, company operations procedures, maintenance procedures, contract requirements and SMS.

(4) To be considered an Apprentice Helicopter Mechanic they shall be assigned to the aircraft for the length of the contract period and may also serve as the fuel truck driver. The Apprentice Helicopter Mechanic shall be limited to performing minor maintenance (including Recurring Airworthiness Directives), servicing of the aircraft and may perform inspections up to but excluding the 100-hour inspection and more significant inspections. The Apprentice Helicopter Mechanic may assist the approved mechanic during component changes, aircraft inspections, or unscheduled maintenance, but shall not accomplish the component changes, or significant unscheduled maintenance, unless they are under the direct (on site) supervision of a USFS Carded mechanic from the same contractor.

(5) Each Apprentice Helicopter Mechanic shall furnish upon request an Interagency Mechanic Qualification Card issued by a USFS Maintenance Inspector and be identified on it as an Apprentice Helicopter Mechanic.

(k) Availability of Mechanics and Apprentice Helicopter Mechanic:

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

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

(3) When an Apprentice Helicopter Mechanic is assigned, they shall be available to maintain the helicopter in accordance with the Contractor's FAA approved Maintenance Program.

(4) Contractor shall provide two Interagency carded A&P mechanics for Type 1 helicopters, to allow contractor to split shifts. When split shifts are implemented, the contractual requirements for two interagency carded A&P mechanics on site will have been met.

(5) Pilots may not function as the required mechanic: If approved by the Contractor's FAA certificate management team/FSDO pilots may perform preventive maintenance on the aircraft in accordance with 43.5 and 43.7 provided that all the requirements of 14 CFR 43.3(h) are met.

(l) Required Maintenance Human Factors Training:

(1) Initial Human Factors Training. Prior to being issued a Mechanic or Apprentice Helicopter Mechanic Card the individual shall complete the no cost FAA Safety Team, Maintenance Hangar online training courses ALC-258, ALC-534 and shall have certificates of completion placed in the employees training file.

(2) Recurring Maintenance Human Factors Training. Each Carded Mechanic or Apprentice Helicopter Mechanic shall have recurring Maintenance Human Factors training annually and consist of either of the following:

(a) Any two FAA courses identified in the matrix below, or

(b) Aviation Maintenance Resource Management or Aviation Maintenance Human Factors training provided by a third-party vendor or contractor developed course work with a syllabus provided to the government.

The FAA training can be found at the following web site:
https://www.faasafety.gov/gslac/ALC/course_catalog.aspx?view=AMT

The following online training requirements are required for all maintenance personnel approved under the contract:

Course	Name	Type	Hours
ALC-258	Human Factors Primer for Aviation Mechanics	Initial	1.5 Hour
ALC-534	Follow Procedures the Buck Stops Here	Initial	1 Hour
ALC-37	Failure to Follow Procedures INSPECTIONS	Recurring	1 Hour
ALC-67	Failure to Follow Procedures - Installation	Recurring	1 Hour
ALC-180	Aircraft Maintenance Documentation for AMT's	Recurring	1 Hours
ALC-327	Maintenance Error Avoidance	Recurring	2 Hours

(m) Helicopter Mechanic Helper (Summer Intern):

(1) The intent of this position is to encourage Airframe and Powerplant students to consider a career in aviation maintenance within the aerial firefighting industry. To that end, it targets students currently enrolled in A&P educational programs and creates a mechanism to allow them to gain experience in the aerial firefighting industry. Once three months experience in the field is complete this would count as the three months required "maintaining a helicopter away from the operator's Principal Base of Operations" to become a Carded Mechanic, Contractors may offer The Helper after contract award and if acceptable to the Government the CO may authorize the position under the contract. Only one Helper will be allowed for each aircraft.

(2) The Helicopter Mechanic Helper must be currently enrolled in a 14 CFR Part 147 Aircraft Maintenance Technician School (AMTS) and will be required to provide proof of all passing grades with its curriculum. The Helper must have attended at least one semester immediately preceding the start date of the contract.

(3) Each Helicopter Mechanic Helper must receive the same documented company training in the following: company policies and procedures, company operations procedures, maintenance procedures, contract requirements and SMS as well as the Maintenance Human Factors Training required for mechanics. The Helper shall also have an OJT training record documenting their experience servicing / maintaining a helicopter while on contract.

(4) Contractor's requests to add this position shall include the following:

i) Proof of current enrollment in a 14 CFR 147 Aircraft Maintenance Technical School (AMTS) and Proof of Enrollment for the semester following the three-month maximum AMTS summer break/student availability period

ii) Current transcripts showing all passing grades

iii) Name

iv) OJT Training record

v) Documentation that the employee has been trained in all company procedures described above

(5) The Helicopter Mechanic Helper shall be assigned to the aircraft for the length of the contract period. They may also serve as fuel truck driver. The Helicopter Mechanic Helper shall be limited to performing servicing of the aircraft and minor maintenance when under the supervision of a Carded mechanic. The Helicopter Mechanic Helper may assist the approved mechanic during component changes, aircraft inspections, or unscheduled maintenance.

(6) Helicopter Mechanic Helper that are determined to be acceptable to the Government will be authorized the position via the contract award or via contract modification. Once authorized, the position will be eligible to receive payment for personnel costs IAW the current wage determination for a Mechanic Helper in addition to the contractor's Availability rate and be entitled to Overnight Allowance and Extended Standby when applicable. This position will be in addition to and not count toward the maximum compliment.

(n) Fuel Servicing Vehicle Driver Qualifications

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

(2) Driver(s) shall be experienced in proper aircraft fueling procedures and be familiar with the safety equipment installed (fire extinguishers, spill containment, etc.) on the fuel servicing vehicle.

(3) The FSV driver must have documented training in the following: fuel handling and quality assurance, company policies and procedures, company operations procedures, contract requirements and SMS. Attachment 27 must be kept on FSV in which the driver is operating.

B.19 MINIMUM/MAXIMUM COMPLEMENT OF PERSONNEL BY AIRCRAFT TYPE

Type 1 (Heavy) Helicopters - A maximum of 10 Personnel may be paid as per the payment clause. Type 1 helicopters (excluding K-Max) will require a minimum complement of two Interagency carded A&P mechanics on site. When maintenance dictates, crews may work split shifts, reference B.5(d).

Type 2 (Medium) Helicopter - A maximum of 4 Personnel may be paid as per the payment clause. All Type 2 helicopters will require a minimum complement of 1 Interagency carded A&P mechanics on site.

Type 3 (Light) Helicopter - A maximum of 4 Personnel may be paid as per the payment clause. All Type 3 helicopters will require a minimum complement of 1 Interagency carded A&P mechanics on site.

Personnel	Type 1 (Excluding K-Max)	Type 1 K-Max	Type 2 Standard	Type 2 Restricted	Type 3
Minimum Mechanic	2	1	1	1	1
Minimum Pilot	2	1	1	1	1
Minimum FSVD	1	1	1	1	1
Minimum Total	5	3	3	3	2*
Maximum Total	10	4	4	4	4

*When Mechanic serves as FSVD (if mechanic is unable to serve as FSVD then 3 personnel are required)

NOTE: Helicopter Managers may pay up to the Maximum Complement.

B.20 SUBSTITUTION OR ADDITION OF PERSONNEL, HELICOPTERS, AND EQUIPMENT

(a) After contract award, inspection, and approval (Carding) of initially offered personnel, helicopters, and equipment the contractor may request in writing substitution or addition of personnel, helicopters, or equipment equal to or greater than the parent contract requirement or task order as applicable. After receipt of the substitution/addition request, the Contracting Officer at the government's discretion may accept the request. Each request will be evaluated based on USFS needs. A contract modification from the Contracting Officer for substitute/additional personnel, helicopter, and equipment is contingent on these resources being approved already or the ability of National and/or Regional AMI and HPI to perform required inspections. The provisions found in B.14 Reinspection Expenses will apply. A contract modification shall only be provided after the contractor has submitted approval documentation for the substitute/additional personnel, helicopter, and equipment.

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

(c) When pilots are substituted or added training and familiarization costs, including any required flight time up to three (3) hours, shall be accomplished at the Contractor's

expense. The Contracting Officer will determine the necessary amount of flight time up to 3 hours. This is not intended to affect cross shifting of Pilots that are familiar with the operating area or to affect approved relief pilots.

(d) The request to remove personnel, helicopters, and equipment by the contractor may be done anytime during the contract period of performance.

B.21 ADDITIONAL PERSONNEL (DOES NOT APPLY TO RELIEF CREWS)

(a) A lump sum payment of $1,000 per day for travel days and workdays as compensation for each additional pilot or crewmember will be paid when ordered under this clause.

(b) In addition to the $1,000 per day, an overnight allowance will be paid when authorized. Extended standby does not apply to additional crewmembers ordered under this clause.

(c) Reasonable roundtrip transportation costs within the continental U.S. will be paid for additional personnel. Transportation costs shall be reviewed by the COR to determine reasonableness prior to ordering.

B.22 CONDUCT AND REPLACEMENT OF PERSONNEL

(a) Personnel Conduct

(1) Replacement of Contractor Personnel

(i) Contractor employees required to work or reside on Federal property are expected to follow the facility manager's rules of conduct that apply to both Government and non-Government personnel working or residing at these facilities. The COR will make available a copy of such rules. The Contractor maybe required to replace employees who do not comply with these rules of conduct.

(ii) The Contractor must replace any employee whose performance is unsafe, unsatisfactory, disruptive, uncooperative, or detrimental to the purpose for which contracted or who is unable or unwilling to adapt to field conditions.

(iii) The Contractor must replace any employee who provides fraudulent or false documentation, who makes fraudulent or false statements; or who otherwise misleads the government or otherwise engages in any unethical business, professional, or personal conduct.

(iv) 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.

(v) Replacement of personnel will be consistent with B.20.

(b) Harassment Free Workplace

(1) Contractors shall abide by "U.S. Code, Title VII, Civil Rights Act of 1964, Executive Order EO-93-05, Secretary's Memorandum 4430-2 Workplace Violence Policy, and Harassment Free Workplace (29 CFR Part 1614)". Regulations can be found at www.gpoaccess.gov/.

(2) Firearm / Weapon Prohibition - The possession of firearms or other dangerous weapons (18 USC 930 (f)(2)) is prohibited while on Government Property and during performance of services, under this contract. The term dangerous weapon does not include pocket-knives with a blade less than 2 ½ inches in length or multi-purpose tools such as a Leatherman® tool.

(c) Dogs and other animals

No person may bring dogs or other animals on Federal property for other than official purposes. However, a disabled person may bring a seeing eye dog, a guide dog, or other animal assisting or being trained to assist that individual. Reference 41 CFR 102-74.425.

B.23 SUSPENSION AND REVOCATION OF PERSONNEL

(a) The COR/HPI/AMI may immediately suspend under this contract, after conferring with the CO, a contractor pilot, mechanic, or fuel servicing vehicle driver who fails to follow safe operating practices, does ineffective work, exhibits conduct detrimental to the purpose for which contracted or is under suspension or revocation by another government agency. The premise of the suspension shall be provided to the CO in written form. An investigation shall occur to determine the duration of suspension and the terms and conditions that may warrant reinstatement.

(1) Where subject personnel meet the terms and conditions for reinstatement, the contracting officer shall so authorize.

(2) Where subject personnel fail to meet the terms and conditions for reinstatement, or the outcome of the investigation indicates revocation of privileges is warranted, the contracting officer shall initiate revocation of the card or suspension/debarment proceedings.

(b) Upon involvement in an Aircraft Accident or NTSB Reportable Incident (see 49 CFR Part 830), a pilot operating under this contract shall be suspended from performing pilot duties under this contract, or any government contract or government service, pending the outcome of a preliminary investigation.

(c) Upon involvement in an Incident-with-Potential as defined under mishaps, a pilot operating under this contract shall be suspended from performing pilot duties under this contract, or any government contract or government service, pending the outcome of a preliminary investigation.

(d) The CO may suspend or deny an individual suspected of fraudulence and falsification of records in violation of Section 1001 of Title 18, United States Code:

> "Whoever, in any matter within the jurisdiction of any Department or Agency of the United States, knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device a material fact; makes any materially false, fictitious, or fraudulent statement or representation; makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry; shall be fined under this title or imprisoned not more than five years, or both."

During the term of the investigation, the subject individual shall be suspended from performing contractual duties under this contract or any other government contract.

(e) In accordance with Federal Acquisition Regulation, FAR 52.203-13, Contractor Code of Business Ethics and Conduct, a company is required to self-disclose to the Office of Inspector General (OIG) and the contracting officer any violation of section 1001, U.S. Title Code 18, by contract employees. Failure to do so shall subject the contract to immediate termination. Further, the company may be subject to suspension and/or debarment for a duration to be determined by the debarring official, which shall have Government-wide effect.

(f) Pilot qualification cards are issued to contractor personnel on an Interagency basis; therefore, when Interagency partners suspend or revoke a contractor pilot's qualification card, the USFS reserves the right to immediately take similar actions. The USFS reserves the right to conduct its own investigation of the individual or accept disposition of Interagency partners in resolution of the suspension or revocation of a contractor pilot's qualification card.

B.24 FLIGHT HOUR AND DUTY LIMITATIONS

(a) Flight limitations. Flight crewmembers shall be subject to the following flight hour limitations:

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

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

(3) Flight time shall not exceed a total of 8-hours per day. Except for flights point-to-point (airport to airport, heliport to heliport, etc.) with a pilot and co-pilot shall be limited to 10-flight hours per day. (a helicopter that departs "Airport A," flies reconnaissance on a fire, and then flies to "Airport B," is not point-to-point).

(4) Flight time shall not exceed a total of 42-hours in any 6-consecutive days. Pilots accumulating 36 or more flight hours in any 6-consecutive duty-days shall be off duty the following one calendar day for rest, after which a new 6-day cycle will begin.

(b) Duty Limitations. Flight crewmembers shall be subject to the following duty limitations:

(1) Assigned duty of any kind shall not exceed 14-hours in any 24-hour period. Local travel up to a maximum of 30-minutes each way between the work site and place of lodging will not be considered duty time. When one-way travel exceeds 30 minutes, the total travel time shall be considered as part of the duty day.

Note: The above travel time in excess of 30 minutes is considered duty time but is not compensable under standby or extended standby.

(2) The pilot shall be given a minimum of 10 consecutive hours of rest (off duty) prior to any duty assigned duty period.

(3) Pilots shall have two (2) calendar days of rest (off duty) during any 14 consecutive duty days. Various work schedules are acceptable as per Section B. The compliment of contract personnel shall be on the same work schedule however days off may be staggered (examples of work schedules are 12-on and 2-off, 12-on and 12-off).

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

(5) Duty includes flight time, ground duty of any kind, and standby or alert status at any location.

(c) During times of prolonged heavy fire activity, the Government may issue a notice reducing the Pilot duty day/flight time and/or increasing off-duty days on a geographical or agency-wide basis. When a notice is issued the government representative will provide a copy of the notice and the procedures for exemptions. Payment for a non-flight day will either be at the daily availability rate or the hourly stand-by rate as applicable.

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

(e) When pilots act as a mechanic, mechanic duties in excess of 2-hours will apply as flight hours on a one-to-one basis toward flight hour limitations. Pilots cannot act as the required primary mechanic from B.18/B.19.

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

(g) The Contractor may furnish a relief crew to meet the days off requirement in accordance with B.24, Flight Hour and Duty Limitations. Payment will be made in accordance with C.23, Payment for Overnight Allowances. Approval to furnish relief crews and costs for transporting of relief crews will be approved in advance by the helicopter manager. Approval will be noted on the payment invoice in the remarks section

(h) Mechanics:

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

(2) Mechanics will have a minimum of 2 full calendar days off duty during any 14-day period unless a 14-on 14-off work schedule is approved by the contracting officer under B.26 “Other.” Days need not be consecutive.

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

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

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

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

(i) Fuel Servicing Vehicle Drivers:

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

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

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

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

B.25 CREW COVERAGE

7- Day coverage for each position is required (Pilot(s), Mechanic(s), & Fuel Service Vehicle Driver) on all Task Orders.

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

A full-time mechanic is required at Host Base/Alternate Base throughout the duration of the contract. The mechanic may serve as Fuel Service Vehicle Driver (FSVD) for Type 3's. An Apprentice Helicopter Mechanic is authorized and may serve as relief mechanic and or FSVD (see B.18(j)).

B.26 ACCEPTABLE WORK SCHEDULES (VENDOR TO IDENTIFY IN PWB)

☐ 12/2 ☐ 12/4 ☐ 12/12 ☐ Other (If "Other" is checked - Identify requested schedule, which is subject to approval by Contracting Officer)

NOTE: All Personnel shall be under the same work schedule except for Maintenance Personnel. Maintenance Personnel may work a 14/14 schedule. If maintenance personnel work 14 days on, they must take 14 days off, unless approved by the Contracting Officer.

Days off schedule may vary. A 14/14 schedule must be requested by checking "Other" and subject to approval by the Contracting Officer.

B.27 STANDBY HOURS PER DAY

9 Hours.

B.28 EXTENDED STANDBY HOURLY RATE

(a) The extended standby rate will be reviewed on an annual basis to ensure compliance with the Service Contract Act and an adjustment will be made if needed. The extended standby rate will be computed by taking the minimum wage rate from the Department of Labor Wage Determination (current at that time), for Nationwide Pilot, times 1.5 plus 20% for benefits, overhead and profit and rounded to the nearest dollar. If needed, adjusted rates will become effective annually on February 16 of each year.

(b) 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.

(c) The current rate is $56.00 per hour.

B.29 OVERNIGHT STANDARD PER DIEM RATE ALLOWANCE

Rates as published in Federal Travel Regulation (FTR). See B.43 and C.23.

B.30 OPERATIONS IN ALASKA, CARIBBEAN, CANADA, OR MEXICO (VENDOR TO IDENTIFY IN PWB)

Contractor will select areas of operations where they are willing to accept orders and have authorization as indicated in their FAA 135 Operation Specifications. If accepting work in Alaska, contractor shall meet the requirements of Attachment 3 prior to mobilizing to Alaska.

☐ ALASKA ☐ CARIBBEAN ☐ CANADA ☐ MEXICO

B.31 ADDITIONAL OFFERED EQUIPMENT (VENDOR TO IDENTIFY IN PWB)

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

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

Example items are found below:

X	Description	Capacity	Quantity	Unit	Unit Price
	Seeder			Day	$
	Fertilizer Spreader			Day	$
	Dip Tank/Water Pumps			Day	$
	Spill Containment Barrier			Day	$

B.32 PUBLIC AIRCRAFT OPERATIONS

After contract award, the contractor/company should inform the Flight Standards District Office by completing Attachment 22. Refer to FAA AC 00-1.1B:

https://www.faa.gov/documentlibrary/media/advisory_circular/ac_00.1-1b.pdf

B.33 NVG-NIGHT FLYING HELICOPTER OPERATIONS PRE-MANDATORY AVAILABILITY PERIOD AGENCY/CONTRACTOR TRAINING REQUIREMENTS

Prior to the beginning of the MAP, the vendors crews shall attend up to 1 week (7 days) of mission specific training to be scheduled and coordinated by the agency at the host base. Payment for the attending crew members will be made in accordance with the Additional Personnel clause, B.21.

B.34 GOVERNMENT FURNISHED INFORMATION

(a) The following information must be downloaded by the contractor and kept on aircraft:

(1) NWCG Standards for Aviation Transport of Hazardous Materials:
https://www.nwcg.gov/sites/default/files/publications/pms513.pdf
(2) Department of Transportation (DOT) Special Permit Letter:
https://www.nwcg.gov/sites/default/files/publications/pms513-fs-dot-sp-9198.pdf

(b) Wildland Fire Chemicals listed on the current Qualified Product List (QPL) may be provided by the Government as needed in accordance with the most current QPL as specified at https://www.fs.fed.us/rm/fire/wfcs/index.htm.

(c) The following may be provided to the Contractor at the convenience of the Government: AUX-FM adapter cable with portable radio.

B.35 AIRCRAFT AND EQUIPMENT SECURITY

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

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

(c) Examples of unacceptable disabling systems are:

(1) Locked door/windows; and/or

(2) Fenced parking areas.

B.36 DATA, IMAGES AND VOICE RECORDINGS

All contractually required recorded data, and images and voice data collected or stored from radios, sensors, phones, cameras or other audio and image recording devices are the property of the USFS while on contract.

This will include but not be limited to, Additional Telemetry Units, Automated Flight Following, and Operational Loads Monitoring data and data collected or stored from EO/IR sensors, any cameras, radios, phones, tablets, or other audio and video recording devices owned by the contractor, contractor employees or the USFS. Use of the audio and image data outside of the scope of the contract is prohibited unless authorized in writing by the contracting officer. Examples of prohibited data use outside of the scope of this contract include photos or videos of accidents, incidents, and fire property damage being posted on social media websites.

B.37 ENVIRONMENTAL RESPONSIBILITIES

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

The Government shall provide the appropriate procedures and equipment required to clean tanks and buckets for invasive species.

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

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

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

(e) For more information go to https://www.nwcg.gov/publications/444.

An SPCC plan is required to be in each FSV used on this contract regardless of bulk storage container (tank) size. See Attachment 6.

B.38 ACCIDENT PREVENTION AND SAFETY

(a) Contractor Furnished Reports

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

(b) Aviation Safety Management System

The Contractor shall develop, implement, maintain, and use a Safety Management System (SMS) necessary to assure safety of ground and flight operations. The development and maintenance of this program is a material part of the performance of the contract (Reference Attachment 24). When the Contracting Officer and the Aviation Safety Manager determine the SMS program does not adequately promote the safety of operations, the Government may terminate the contract for cause as provided in the FAR 52.212-4(m) Termination for Cause. Other areas wherein the Government may terminate the contract for cause include, but are not limited to, Personnel Activities,Maintenance,

Safety and Compliance with Regulations. Upon request to the government, the contractor will provide copies of pertinent data (CVR, FDR, OLMS, etc.) for Flight Operations Quality Assurance (FOQA) analysis.

(c) The Aviation Safety Communique (SAFECOM)

The SAFECOM database fulfills the Aviation Mishap Information System (AMIS) requirements for aviation mishap reporting for the USFS and DOI agencies. Categories of reports include incidents, hazards, maintenance, and airspace. The system uses the SAFECOM form to report any condition, observation, act, maintenance problem, or circumstance with personnel or the aircraft that has the potential to cause an aviation-related mishap. Contractors are to use this system to report while on contract to the USFS.

NOTE: The SAFECOM system is not intended for initiating punitive or disciplinary actions and is not to be used for claims or contract evaluation /determination purposes. The goal of the SAFECOM system is to create a reporting culture that encourages open and honest reporting that improves the safety of aviation operations. SAFECOMs should be used in tailgate safety sessions, after action reviews, and briefings only after they have been properly managed through the system. Submitting a SAFECOM is not a substitute for "on-the-spot" correction(s) to a safety concern. It is imperative that safety issues be addressed at the local level as well as being documented in a SAFECOM. SAFECOM managers at all levels may have additional corrective actions and input. SAFECOM managers at all levels are responsible for protecting personal data and sanitizing SAFECOMs prior to any distribution and/or posting to the public. The SAFECOM system contains Personal Identifiable Information (PII) which is subject to the Privacy Act of 1974, 5 U.S.C. § 552a that must be protected and safeguarded. In the event of an accident, NTSB law 49 CFR 831.11 & 831.13 which respectively, specify certain criteria for participation in NTSB investigations and limitations on the dissemination of investigation information applies.

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

(d) Contractors Stand-Down or Deactivation

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

tail number(s) for all the affected aircraft, the rationale for the stand-down/deactivation, and the estimated duration of the stand-down or the deactivation.

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

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

B.39 MISHAPS

(a) Reporting

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

(2) The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is: 1-888-4MISHAP (1-888-464-7427)

(b) Forms Submission

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

(c) Wreckage Preservation

(1) The Contractor shall not permit removal or alteration of the aircraft, aircraft equipment, including fuel servicing vehicles (fuel samples), support trailers/vehicles and equipment or records following an "Aircraft Mishap" which results in any damage to the aircraft or injury to personnel until authorized to do so by the NTSB or FAA. Exceptions are when threat-to-life or property exists. The CO shall be immediately notified when such actions take place. Upon request of the government, the contractor will provide copies of pertinent records and data (CVR, FDR, OLMS, etc.) following a mishap.

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

(d) Investigation

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

(e) Related Costs

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

(f) Search, Rescue, and Salvage

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

B.40 PERSONAL PROTECTIVE EQUIPMENT

(a) General Operations:

The following personal protective equipment shall be furnished by the Contractor, be operable and maintained in serviceable condition, in accordance with the Aviation Life Support Equipment (ALSE) handbook

(b) Helmets:

(1) Contractor personnel shall wear a flight helmet consisting of a one-piece hard shell made of polycarbonate, Kevlar, carbon fiber, or fiberglass that must cover the top, sides (including the temple area and to below the ears), and the rear of the head. The helmet shall be equipped with a chinstrap and shall be appropriately adjusted for proper fit. The helmet shall be worn with the chinstrap fastened. https://www.doi.gov/sites/doi.gov/files/uploads/interagency_alse_handbook_v2.8.pdf

(2) Flight helmets currently approved for helicopters are outlined in the ALSE handbook at:

https://www.doi.gov/aviation/safety/helmet

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

(c) Clothing:

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

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

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

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

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

(d) Ground Operations:

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

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

(ii) Maintenance personnel (mechanics only) working on aircraft with engine(s) running and/or rotor(s) turning are exempt from gloves, eye protection, long sleeves, and hardhat requirements. (eye protection may be worn at the option of maintenance personnel or company policy). This does not exempt the mechanic from PPE requirements when performing rapid fueling operations or normal start-up and shut-down procedures.

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

(e) Personal Flotation Devices (PFD):

(1) When a helicopter is operated over water and beyond power-off gliding distance from shore, a PFD designed to be worn around the neck and over the shoulders shall be worn by everyone on board the helicopter in accordance with 14 CFR Part 91.205. Personal floatation devices that are worn around the waist, that need to be pulled up and over the helmet for use, are not permitted. PFDs must be CO2 cartridge deployable and have a manual inflation valve. PFDs made with fire resistant fabrics are recommended. PFDs will be serviced annually per manufacture recommendation. Automatic inflation (water activated) personal flotation devices shall not be allowed.

(2) PFDs shall be worn by crew when performing snorkel or bucket operations.

(f) Fire Shelters:

(1) Contractor will provide USFS approved personal fire shelters (spec. 5100-606) for all contractor personnel covered under this contract. Instruction in the use of shelter deployment shall be provided by the contractor and be verified by the Helicopter Manager. Shelter deployment training shall be completed and documented yearly by contractor personnel. The condition and care of the shelter will meet USFS standards.

(2) The fire shelter shall be on-board the helicopter while under contract and included in the equipped weight. Contractor ground crewmembers shall have fire shelters readily available for use if needed. For further information on fire shelter training and for the purchase of USFS approved fire shelters see: https://www.supplycache.com/, http://www.cascadefire.com/index.php/ & http://www.nifc.gov/fireShelt/fshelt_main.html.

B.41 DAILY AVAILABILITY REQUIREMENTS

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

(1) Inclement weather plan: The Pilot in Command (PIC) is the final authority for the safety and security of the helicopter. When inclement weather may be a concern, both Pilot and Helicopter Manager/COR must develop and document a contingency plan in writing for the operational area to identify potential relocation destination (s) that will afford the best protection for the helicopter. Once agreed

upon by both manager and pilot, the request to re-position or release the helicopter must be approved by aviation management staff (example: FAO, AOBD, UAO, UAM).

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

(1) Standby: Personnel will be on standby status each day. The beginning of the Standby period will be set by the Helicopter Manager after conferring with the COR at a minimum and may be adjusted from day-to-day. Once Standby begins, the standby period will continue for 9 consecutive hours regardless of the payment status of the helicopter. During the Standby period, the personnel/helicopter shall be able to respond to an initial attack dispatch within 15-minutes unless an alternate response time is established by the COR. To accommodate for safety, the dispatch response time does not apply to the first 30-minute preflight time period of the day.

Dispatches that require extended flight planning due to non-local mobilization shall be able to respond with 60 minutes unless otherwise established the PI/COR.

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

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

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

Service shall be recorded as fully available provided the CO has approved release of the Contractor's personnel in advance.

(5) Additional maintenance days for scheduled maintenance shall be IAW B.5(a)(15) during the MAP or Task Order. Unavailability will not be assessed under this circumstance.

B.42 UNAVAILABILITY

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

Unavailability will not be assessed when pilot(s) has reached flight and/or duty limitations while performing under this Contract when the conditions in B.24(a), Flight Hour Limitations, occur.

Unavailability will be rounded to the nearest hour when a contractor fails to comply with requirements.

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

When any unscheduled maintenance or repairs are performed for mechanical or equipment deficiencies, a USFS or DOI approved Maintenance Inspector and the Contracting Officer will be notified for "return to contract availability" before the aircraft may again be allowed to fly under the contract. Depending on the complexity of the maintenance or repair, "return to contract availability" may be given by electronic or verbal means.

Do not return aircraft having mechanical or equipment deficiencies to "contract availability" until the aircraft has been approved by an authorized aircraft inspector.

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

B.43 LODGING & MEALS

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

B.44 WILDLAND FIRE CHEMICALS

All wildland fire chemicals used by the Contractor shall be on the list of approved Wildland Fire Chemicals found at the following website: https://www.fs.fed.us/rm/fire/wfcs/index.htm.

B.45 DEFINITIONS

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

Accident History Rate: Number of accidents per 100,000 flight hours, can be computed by first dividing the number of flight hours by 100,000 and then multiplying the result times the number of accidents. (e.g., 2 accidents in 113,000 hours). Divide 113,000 by 100,000 = 1.13. next divide 2 accidents by 1.13 = 1.77 / 100,000.

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

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

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

Aircraft Make, Model, and Series: A specific make, model, and series of aircraft including modification.

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

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

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

Anchor: A certificated device manufactured to be the fixed point attached to the helicopter for rappel and cargo letdown operations.

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

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

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

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

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

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

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

Cargo: Any material thing carried by the aircraft.

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

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

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

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

Empty Weight: Means the weight of the airframe, engines, propellers, rotors, and fixed equipment. Empty weight excludes the weight of the crew and payload, but includes the

weight of all fixed ballast, unusable fuel supply, undrainable oil, total quantity of engine coolant, and total quantity of hydraulic fluid.

Equipped Weight: 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., including but not limited to survival kit, rappel anchor, first aid kit). Includes the weight of a fixed tank and snorkel.

Exclusive Use: A term used to identify the furnishing of services on an "exclusive use basis" in government procurement contracts. There is a guaranteed mandatory availability period that the Contractor is obligated to fulfill.

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

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

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

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

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

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

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

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

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

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

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

Form A: The Form A is a tabulation of all operating equipment that is or may be installed, and for which provision for fixed stowage has been made in a definite location

in the helicopter. It provides a weight, arm, and moment of individual items. This is the primary document used to identify how a helicopter was precisely configured at the time of weighing. The items installed are indicated with a check mark or "x", where the items not installed are identified with a "0".

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

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

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

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

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

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

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

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

Helicopter Coordinator (HLCO): Coordinates helicopter mission(s) and incident airspace, manages incident air traffic, and is the link between ground personnel and incident aircraft.

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

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

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

Hover-Out-of-Ground Effect (HOGE) Power Check: A flight maneuver that provides the pilot with critical performance information on power available to complete a takeoff and/or landing. This task does not involve recording instrument indications and tracking.

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

Incident Business System (IBS): A web-based application that is used by the USDA/USFS to electronically document and process all contract aviation costs.

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

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

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

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

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

Lift/Lift Operation: A helicopter operation conducting the picking up and releasing of cargo, water, retardant or humans utilizing equipment connected to the cargo hook of the helicopter. 1 lift = 1 external load lift unless the manufacture specifies otherwise.

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

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

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

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

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

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

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

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

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

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

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

Original Equipment Manufacturer: The organization that first assembled the aircraft under a production certificate or authorization from the US Military.

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

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

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

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

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

Portable Electronic Device: Any kind of electronic device, typically but not limited to consumer electronics, brought on board the aircraft that is not permanently installed and part of the approved aircraft configuration. Electrical energy can be provided from internal sources, such as batteries, an aircraft power source or both. This includes transmitting PEDs (T-PEDs).

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

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

Qualified Non-Crewmember: An individual, other than a member of the crew, aboard an aircraft whose presence is required to perform, or is associated with the performance of, a governmental function. (49 U.S. Code Section 40125 - Definitions)

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

Rotor Wing Aerial Supervision: A helicopter satisfying the requirements as outlined in B.7 and Exhibit 10

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

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

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

Special Use Missions:

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

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

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

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

Standard Category Helicopter: Turbine powered helicopters certificated in the normal or transport category. Standard Category helicopters are operated and maintained for passenger carriage in accordance with (IAW) 14 CFR 135 by an operator holding an Air Carrier Certificate.

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

Task Order (TO): An order for services placed against an established contractor with government source.

Task Order Request for Proposal (TORP): A solicitation document used in negotiated procurements to communicate helicopter requirements to prospective offerors and to solicit proposals from them.

Turbine Engine Power Assurance Check: A contractual requirement performed to ensure an engine is producing minimum specification power. This check includes recording instrument indications at a given altitude and temperature and then checking the recorded information against information in the Rotorcraft Flight Manual to verify that an engine is producing minimum specification power.

Type 1 Helicopter: A helicopter with a certified internal gross weight of over 12,501 pounds. A heavy helicopter is a Type 1 helicopter and has 10 + passenger seats if approved for passengers. Based on the KMAX limited use and its payload being over 3300 lbs. it is considered a Type 1.

Type 2 Helicopter: A helicopter with a certified internal gross weight between 7,001 and 12,500 pounds. Under the ICS helicopter typing system, a medium helicopter is a Type 2 helicopter and has 9 or less passenger seats if approved for passengers.

Type 3 Helicopter: A helicopter with a certified internal gross weight of less than 7,000 pounds. Under the ICS helicopter typing system, a light helicopter is a Type 3 helicopter and has 9 or less passenger seats.

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

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

B.46 ABBREVIATIONS/ACRONYMS

A&P	Airframe & Powerplant (Mechanic)
AC	Advisory Circular
AD	Airworthiness Directive
ADS-B	Automatic Dependent Surveillance – Broadcast
AFF	Automated Flight Following
AMI	Aviation Maintenance Inspector
AOBD	Air Operations Branch Director
ASC	Albuquerque Service Center
ASI	Aviation Safety Inspector
ASP	Aviation Safety Plan
ATC	Air Traffic Control
ATCO	Air Taxi/Commercial Operators
ATU	Additional Telemetry Unit
AUR	Aircraft Use Report
CAB	Civil Aeronautics Board
CG	Center of Gravity
CO	Contracting Officer
CFR	Code of Federal Regulations
COR	Contracting Officer's Representative
COTR	Contracting Officer's Technical Representative
CPARS	Contractor Performance Assessment Reporting System
CVR	Cockpit Voice Recorder
CWN	Call-when-Needed (Contract)
DOI	Department of the Interior
DOT	Department of Transportation
ELT	Emergency Locator Transmitter
EO	Electro-optical
EPA	Environmental Protection Agency

ETA	Estimated Time of Arrival
EU	Exclusive Use
FAA	Federal Aviation Administration
FAO	Forest Aviation Officer
FASD	Fire Applications Support Desk
FAR	Federal Acquisition Regulations
FDR	Flight Data Recorder
FPMR	Federal Property Management Regulations
FSS	Flight Service Station
GPM	Gallons-Per-Minute
HIGE	Hover-In-Ground-Effect
HLCO	Helicopter Coordinator
HOS	Helicopter Operations Specialist
HPI	Helicopter Pilot Inspector
IATB	Interagency Airtanker Board
IBS	Incident Business System
ICA	Instructions for Continued Airworthiness
ICAO	International Civil Aviation Organization
ICS	Intercom System
IDIQ	Indefinite Delivery Indefinite Quantity
IFR	Instrument Flight Rules
IMC	Instrument Meteorological Conditions
MAP	Mandatory Availability Period
MASP	Mission Aviation Safety Plan
M&IE	Meals and Incidental Expenses
MSL	Mean Sea Level
MWIR	Mid-wave infrared
NTSB	National Transportation Safety Board
NOTAM	Notice to Airmen
NVG	Night Vision Goggle
OAS	Office of Aviation Services
OEM	Original Equipment Manufacturer
OJT	On-the-Job Training
OLMS	Operational Load Monitoring System
PA	Public Address System
PAO	Public Aircraft Operation
PAX	Passengers
PED	Portable Electronic Device
PFD	Personal Flotation Device
PIC	Pilot-in-Command
PTT	Push-To-Talk
PWB	Proposal Workbook
RADS	Rope Assisted Delivery System
RAO	Regional Aviation Officer

RASM	Regional Aviation Safety Manager
RON	Remain-Over-Night
RTCA	Return To Contract Availability
SIC	Second-in-Command/Co-Pilot
SPCC	Spill Prevention, Control and Countermeasure Plan Requirements
STC	Supplemental Type Certificate
SWIR	Short-Wave Infrared
TAS	Traffic Advisory System
TBO	Time Between Overhaul
TCAS	Traffic Collision Avoidance System
TSO	Technical Standard Order
UAM	Unit Aviation Manager
UAO	Unit Aviation Officer
USFS	United States Forest Service
VFR	Visual Flight Rules
VNE	Velocity Never Exceed
VSWR	Voltage Standing Wave Ratio

SECTION C: CONTRACT CLAUSES

C.1 FAR 52.212-4 - CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (DEVIATION 2017-1)(NOV 2021)

((a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (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 41 U.S.C. chapter 71, Contract Disputes. 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 Federal Acquisition Regulation (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 Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice*.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer— System for Award Management, or 52.232-34, Payment by Electronic Funds

Transfer—Other Than System for Award Management), 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.

(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 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 41 U.S.C. 7109, 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 at 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 demanded by the Contracting Officer within the timeline 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 FAR 32.608-2 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.

(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. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 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, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations 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.

(9) The specification.

(t) Reserved

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End Use License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference*. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

C.2 ADDENDUM TO FAR 52.212-4(a), THE FOLLOWING IS ADDED:

(a) AGAR 452.246-70, inspection and acceptance (FEB 1988)

(1) The Contracting Officer or the Contracting Officer's duly authorized representative will inspect and accept the supplies and/or services to be provided under this contract.

(2) Inspection and acceptance will be performed at: Contractor's facility or other location acceptable to the Government.

(b) Aircraft and Personnel Inspections

(1) Inspection Scheduling and Process. After award of the contract and any renewal thereof, an inspection of the contractor's equipment and personnel will be made prior to any use. Inspection priority and determination of operational need will be at the sole discretion of the Government. Inspections may be scheduled by mutual agreement between the Contracting Officer and the Contractor. Inspection priority and determination of need shall be at the government's discretion. The inspection will take place at the contractor's facility or other location acceptable to the Government Inspector (e.g., Aviation Safety Inspector, Helicopter Pilot Inspector, etc.).

(2) 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 COR.

(3) Approved aircraft, fuel servicing vehicles, pilots and mechanics will be issued an Interagency Aircraft Data Card, an Interagency Data Card - Fuel Service Vehicle, Interagency Pilot Qualification card or Interagency Mechanic Qualification Card, as applicable. The aircraft and pilot cards detail the activities for which they are authorized. The fuel servicing vehicle card only indicates that the vehicle meets the additional equipment specified in Section B, and in no way indicates that the vehicle meets any requirement of 49 CFR. The Contractor must ensure that:

(A) The aircraft data card shall be kept in the aircraft and available for inspection at all times.

(B) The pilot qualification and mechanic qualifications cards shall be kept in the possession of the pilot/mechanic and available for inspection at all times.

(C) The fuel service vehicle data card shall be on the fuel servicing vehicle and available for inspection at all times.

(4) If the COR 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 COR 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 B.14.

(5) Equipment

(A) 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.

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

(6) Personnel

(A) 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

(i) The HPI 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.

(ii) 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. 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.

(7) Services provided under this contract require USFS 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 COR will provide detailed information concerning the types and frequency of special use pilot flight evaluations when requested.

(i) Low-level flight (within 500' of the surface)
(ii) Mountain flying (helicopter)
(iii) Resource reconnaissance
(iv) Fire reconnaissance
(v) Air tactical group supervision (airplane only)
(vi) Single-skid, toe-In and hover exit/entry procedures (helicopter)
(vii) Cargo letdown
(viii) External load - short line <50' (helicopter)
(ix) External load - longline >50' (helicopter) with remote hook
(x) Rappel
(xi) Short-haul
(xii) Wheel operations on unprepared landing areas (airplane)
(xiii) Aerial ignition
(xiv) Night vision goggles
(xv) Water/retardant application

C.3 ADDENDUM TO FAR 52.212-4(k) TAXES

The following is added: 52.212-4(k) Taxes. The contract price includes all applicable Federal, State and Local Taxes, Duties and Federal Excise Taxes.

C.4 FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (FAR 52.212-5)(DEVIATION JUL 2020)(MAY 2022)

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

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

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020) **(Deviation 2017-1),** with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☒ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) **(Deviation 2017-1)**, (41 U.S.C. 3509).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) **(Deviation 2017-1)**, (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

☒ (4) 52.203-17, Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (JUN 2020) **(Deviation 2017-1)**, (41 U.S.C. 4712) relating to whistleblower protections).

☒ (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (NOV 2021) (31 U.S.C. 6101 note).

☒ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

☐ (10) [Reserved]

☐ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Sep 2021) **(Deviation JUN 2020)** (15 U.S.C. 657a).

☐ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Sep 2021) **(Deviation JUN 2020)** (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (13) [Reserved]

☒ (14) (i) 52.219-6, Notice of Total Small Business Aside (NOV 2020) (15 U.S.C. 644).

☐ (ii) Alternate I (Mar 2020) of 52.219-4.

☐ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

☐ (ii) Alternate I (Mar 2020) of 52.219-7.

☒ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

☒ (17) (i) 52.219-9, Small Business Subcontracting Plan (NOV 2021) (15 U.S.C. 637 (d)(4)).

☐ (ii) Alternate I (NOV 2016) of 52.219-9.

☐ (iii) Alternate II (NOV 2016) of 52.219-9.

☐ (iv) Alternate III (Mar 2020) of 52.219-9.

☐ (v) Alternate IV (Sep 2021) of 52.219-9.

☐ (18) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

☐ (ii) Alternate I (Mar 2020) of 52.219-13.

☐ (19) 52.219-14, Limitations on Subcontracting (Sep 2021) **(Deviation JUN 2020)** (15 U.S.C. 637(a)(14)).

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause—

[*Contracting Officer check as appropriate.*]

☐ By the end of the base term of the contract and then by the end of each subsequent option period; or

☐ By the end of the performance period for each order issued under the contract.

☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Sep 2021) **(Deviation JUN 2020)** (15 U.S.C. 657f).

☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (SEPT 2021) (15 U.S.C. 632(a)(2)).

☐ (ii) Alternate I (Mar 2020) of 52.219-28.

☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Sep 2021) **(Deviation JUN 2020)** (15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Sep 2021) **(Deviation JUN 2020)**(15 U.S.C. 637(m)).

☐ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

☐ (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) **(Deviation JUN 2020)** (15U.S.C. 637(a)(17)).

☒ (27) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☒ (28) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2022)(**Deviation 2020**) (E.O. 13126).

☒ (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

☒ (30) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

☐ (ii) Alternate I (Feb 1999) of 52.222-26.

☒ (31) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

☐ (ii) Alternate I (July 2014) of 52.222-35.

☒ (32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

☐ (ii) Alternate I (July 2014) of 52.222-36.

☒ (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

☒ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

☒ (35) (i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

☐ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).

☐ (36) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

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

☐ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).

☐ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

☐ (40) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514

☐ (ii) Alternate I (Oct 2015) of 52.223-13.

☐ (41) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (Jun 2014) of 52.223-14.

☐ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).

☐ (43) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (Jun 2014) of 52.223-16.

☒ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Jun 2020) (E.O. 13513).

☐ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

☐ (46) 52.223-21, Foams (Jun 2016) (E.O. 13696).

☐ (47) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

☐ (ii) Alternate I (Jan 2017) of 52.224-3.

☒ (48) 52.225-1, Buy American--Supplies (NOV 2021) (41 U.S.C. chapter 83).

☐ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (NOV 2021)(**DEVIATION JUL 2020**) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, **19 U.S.C. Chapter 29 (sections 4501-4732)**, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

☐ (ii) Alternate I – Reserved (DEVIATION) (JAN 2021) of 52.225-3 - .

☐ (iii) Alternate II (JAN 2021)**(DEVIATION JUL 2020)** of 52.225-3.

☐ (iv) Alternate III (JAN 2021)**(DEVIATION JUL 2020)** of 52.225-3.

☐ (50) 52.225-5, Trade Agreements (OCT 2019) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☒ (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (55) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

☐ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

☐ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☒ (58) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (31 U.S.C. 3332).

☐ (59) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (60) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (DEC 2013) **(DEVIATION APR 2020)** (31 U.S.C. 3903 and 10 U.S.C. 2307).

☐ (61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

☐ (62) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (63) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

☐ (64) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305) and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 2003) of 52.247-64.

☐ (iii) Alternate II (NOV 2021) of 52.247-64.

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

☐ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67.).

☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C.206 and 41 U.S.C. chapter 67).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

☒ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

☒ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (JAN 2022) (E.O. 13658).

☒ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

☐ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792).

(d) *Comptroller General Examination of Record* 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, as defined in FAR 2.101, on the date of award of this contract, 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 products and commercial services. 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 (NOV 2021) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (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 the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

(xi) 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.

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).

(xiii) (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (JAN 2022).

(xviii) 52.222-62, Paid sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 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.

C.5 FAR 52.252-2, CONTRACT CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available.

FAR 52.204-4 Printed or Copied Double-Sided on Recycled Paper (MAY 2011)
FAR 52.204-13 System for Award Management Maintenance (OCT 2018)
FAR 52.204-19 Incorporation by Reference of Representations and Certifications (DEC 2014)
FAR 52.223-2 Affirmative Procurement of Biobased Products under Service and Construction Contracts (SEPT 2013)
FAR 52.232-18 Availability of Funds (APR 1984)

C.6 ON-RAMP AND TECHNOLOGY INSERTION

(a) The purpose of the IDIQ On-Ramp is to create an opportunity for new, qualified, emerging helicopter service providers, and for incumbent helicopter service providers, to introduce services not available at the time of the award of the initial contract and to compete for additional requirements not identified as firm or option requirements under the basic contract. The intent of the On-Ramp is to foster competition for future requirements for helicopter services.

(b) The parties mutually agree that the original solicitation, as revised, shall remain open during the life of this contract and at any time the Government may award additional contracts for IDIQ requirements. A special On-Ramp Period will be held no later than 2027 to obtain pricing for order years beyond 2027, not yet proposed. If the Government issues a solicitation notice, new helicopter service providers and current IDIQ contractors will be allowed to submit proposals, within the notice's stated response time.

(c) The minimum contract requirements, the technical acceptability standards, evaluation factors, solicitation terms and conditions, price reasonableness, and basis for award shall remain in full force and effect for each new proposal. Upon award of each additional contract, the Government shall notify all present Contractors of the award, and the new Contractor shall thenceforth be eligible to compete with all present Contractors for the

award of IDIQ task orders. New helicopter payload categories may be introduced by the Government when appropriate.

(d) Expansion of Performance Capabilities: The USFS reserves the right to consider, in the future, expansion of the payload categories covered by the IDIQ portion of the HSS contract, by properly soliciting offers from all interested sources capable of meeting the requirements in the expanded performance capabilities.

C.7 OFF-RAMP CLAUSE

The Contractor may determine, during the life of this contract, that helicopter services contracted hereunder are no longer economically viable in the marketplace. In such event, the Contractor may submit to the Government a written request for a no-cost bilateral contract modification to remove the helicopter service and shall do so at least 12 months prior to the proposed discontinuation of services. The Contractor's request shall include a brief explanation for the discontinuation. In any event, orders existing at the time of notification shall not be affected.

C.8 FAR 52.216-18, ORDERING (AUG 2020)

(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 *[insert date]* through *[insert date]*.

(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) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

C.9 HELICOPTER SERVICE TASK ORDERING PROCEDURES

(a) *Requirements for Competition*: The Government will provide all HSS Contractors fair opportunity to be considered for task orders issued under this contract, based upon the specific task order requirements, unless the Contracting Officer determines that one of the following apply:

(1) The Agency need is of such urgency that competing the requirements among Contractors would result in unacceptable delays.

(2) Only one Contractor is capable of providing the service requested.

(3) The order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order issued under the contract, provided that all Contractors were given a fair opportunity to be considered for the original order; or

(4) It is necessary to place an order to satisfy the minimum guarantee.

(b) *Evaluation/Award:*

(1) Exclusive Use (EU):

Task Order Request for Proposal (TORP): Prior to the issuance of a TORP, exchanges and fact-finding may take place with Contractors. The TORP will identify specific information unique to the mission, such as the specified Category described in Clause B.3, and any other unique considerations.

The TORP will provide any special instructions regarding the level of detail required in the proposal. The TORP will include a date and time for submission of the proposal. Proposals will be due within thirty (30) calendar days from the date of the TORP unless stated otherwise.

Proposal: The Contractor, when submitting its firm-fixed-price proposal, shall indicate the proposal is compliant with the contract terms, statement of work, and the specific requirements contained in the TORP.

Firm-fixed-pricing for all proposals shall not exceed the prices contained in the Schedule. The prices contained in the Schedule can be adjusted downward by the Contractor for the service being proposed. Any Contractor proposed reduction will

be applicable to the current proposal only and will not be deemed as a permanent reduction of the prices contained in the Schedule.

The evaluation for task orders will be conducted using the Lowest Price Technically Acceptable (LPTA) source selection process, as described at FAR Subsection 15.101-2. The Government reserves the right to modify the evaluation criteria for individual task orders. The final evaluation criteria will be defined in the TORP. The Government reserves the right to use the Tradeoff process, as described at FAR Subsection 15.101-1, if clearly indicated in the TORP.

All HSS Contractors have demonstrated responsibility in accordance with FAR Part 9, conformed to all solicitation requirements, after a comprehensive assessment of the evaluation criteria and other considerations specified in the solicitation, met the Technically Acceptable standard for the non-price factors, and proposed a rate deemed fair and reasonable by the Contracting Officer.

Task orders will be awarded to HSS Contractors that provide the lowest Total Evaluated Price in response to a TORP. The Government will determine the Total Evaluated Price by multiplying the rate for all requested items times the guaranteed and estimated number of units for all requested years.

(2) Call-When-Needed (CWN):

Task orders will be placed with the Contractor, when needed, based on payload, helicopter configuration, helicopter/crew location, price, and urgency. The location of helicopter/crew at the time of the need, may take precedence over other factors, including price, when ordering helicopters.

The Government is not obligated to place, nor is the Contractor obligated to accept, any orders. However, once the Contractor accepts an order, the Contractor must perform in accordance with the terms and conditions of the contract/order.

It is the Contractor's responsibility to keep the aircraft desk at NICC informed of location and availability of its helicopter(s) for fire and project assignments. The phone number at NICC is 1-208-387-5400 or for flight following 1-800-994-6312.

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

Assigned Work Location(s): To be determined at time order for services is placed.

Ordered Availability Periods: Helicopters and associated equipment and personnel shall be available as ordered. After availability has begun, the helicopter will not

be released at the request of the Contractor unless approved by the Contracting Officer.

(c) *Task Order Authorization:*

Task orders shall only be ordered by designated USFS Contracting Officers, designated DOI Contracting Officers (DOI shall perform all its contract administration), and designated individuals at the National Interagency Coordination Center (NICC).

C.10 FAR 52.216-19, ORDERING LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than one (1) day of Availability, 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 $100,000,000.00.
(2) Any order for a combination of items in excess of $100,000,000.00.

(c) The Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office and the Contacting Office identified on Block 9 of the SF 1449 within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

C.11 FAR 52.216-22, INDEFINITE QUANTITY (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 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 [*insert date*].

C.12 FAR 52.216-32 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (SEP 2019)

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract.

Alfort Belin – alfort.belin@usda.gov
707-562-9107

(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(d) Contracts used by multiple agencies.

(1) This is a contract that is used by multiple agencies. Complaints from Contractors concerning orders placed under contracts used by multiple agencies are primarily reviewed by the task-order and delivery-order Ombudsman for the ordering activity.

(2) The task-order and delivery order Ombudsman for DOI is:

Tiffany Harvey - tiffany_harvey@ios.doi.gov
(202) 513-7541

(3) Before consulting with the task-order and delivery-order Ombudsman for the ordering activity, the Contractor is encouraged to first address complaints with the ordering activity's Contracting Officer for resolution. When requested by the Contractor, the task-order and delivery-order Ombudsman for the ordering activity may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

C.13 AGAR 452.216-73, MINIMUM AND MAXIMUM CONTRACT AMOUNTS (FEB 1988)

During the period specified in FAR clause 52.216-18, Ordering, the Government shall place orders totaling a minimum of $5,000, but not in excess of the following values by type:

Type 1: $5,500,000,000
Type 2: $1,500,000,000
Type 3: $1,000,000,000

C.14 PAYMENT PROCEDURES

(a) Services received by the USFS:

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

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

Go to http://apps.fs.usda.gov/ibs "Getting Started" for instructions and more information.

(b) Services received by the Department of the Interior:

(1) The Contractor's pilot in command (PIC) and the appropriate Government representative in the field must complete and sign an Aircraft Use Report (AUR),

AMD-23/23E or other form as directed by the DOI CO that documents the daily services.

(2) Upon completion of flight services, in accordance with paragraph (b) (2) (ii), vendor will initiate funding requests according to DOI invoicing procedures as directed by the DOI CO. On Call vendor is required to receive an AIRS account utilizing the AIRS User Access Management Form located at: https://www.doi.gov/aviation/aqd/airs.

(i) All services to include flight time, daily availability and other authorized charges incurred under a DOI task order shall be recorded and submitted in accordance with DOI payment procedures that are provided to the On Call vendor.

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

(iii) Similar to the USDA, funding for wildland fire suppression is obligated after the vendor has submitted their funding request to the DOI and validated by a Contracting Officer, per the DOI payment procedures. Upon completion of the first fire suppression activity, the task order will be obligated and executed and sent to the vendor. The same task order number will be used for subsequent assignments and funds will be obligated with a modification and executed as above.

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

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

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

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

(C) AIRS PDF detailed report downloaded from AIRS.

(4) Questions for services received by the Department of The Interior should be directed to the DOI/AQD Contracting Office at 208-433-5075 or after hours at 208-600-2679.

C.15 PAYMENT FOR AVAILABILITY

(a) Payment of availability will be made at the applicable daily rate in the Schedule of Items and will be recorded in IBS as appropriate.

(b) The Government will pay daily availability as specified in this section. The maximum amount of availability to be earned per day is the daily availability offered amount. No more than one day of Availability may be earned in a calendar day (0001 hours to 2400 hours).

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

C.16 PAYMENT FOR EXTENDED STANDBY

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

(b) CWN ONLY: During mobilization and demobilization, Extended Standby will be determined from the time of hire to the end of shift when ordered by the Helicopter Manager or COR. Total duty time shall not exceed Duty Day limitations or DOT regulations whichever is more restrictive.

(c) Each individual will be paid ES until released at end of shift by the Government

(d) ES is not meant to compensate mechanics for conducting routine maintenance after the operational shift has ended.

C.17 PAYMENT FOR FLIGHT

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

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

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

(d) Flight Time - See Attachment 3 for Alaska dispatches.

C.18 PAYMENT FOR FUEL SERVICING VEHICLE MILEAGE AND ADDITIONAL SERVICE VEHICLE MILEAGE

(a) A fuel-servicing vehicle is required for all fire support and may be required upon request for non-fire project use.

(b) An additional service vehicle that carries or pulls the trailer that carries the tools and equipment needed to maintain the contracted aircraft may be authorized by the contracting officer upon request from the contractor for Type 1 and Type 2 helicopters. Only 1 additional service vehicle may be paid for per aircraft.

(c) Any service vehicle costs other than mileage will be included in the daily availability rate for both fire and non-fire project use.

(d) Payment will be made only for miles driven based on the direction of the Government. No payment will be made for mileage to and from place of lodging.

Fuel Servicing Vehicle Mileage Schedule:

$5.90 per mile - where the carrying capacity of aircraft fuel is 1,500 gallons or more

$3.67 per mile - where the carrying capacity of aircraft fuel is at least 750 gallons to 1,499 gallons

$2.64 per mile - where the carrying capacity of aircraft fuel is at least 350 gallons to 749 gallons

$1.89 per mile - where the carrying capacity of aircraft fuel is less than 350 gallons

Additional Service Vehicle Mileage Schedule:

$3.67 per mile – Medium Duty (1 ½ ton and larger)

$2.64 per mile – Light Duty (up to and including 1 ton)

C.19 PAYMENT FOR FUEL TRANSPORTATION

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

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

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

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

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

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

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

(f) Government Furnished Fuel – When operating in Alaska - See Attachment 3 for Alaska dispatches.

C.20 PAYMENT FOR PROJECT WORK

(a) "For non-fire project missions, Project Flight Rate may be used"

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

(2) When service is ordered under the Project Flight Rate specified in the Schedule of Items, payment will be made only for actual flight time performed. Daily availability rate is not applicable. When the project extends for more than 1-day, incurred Remain-Over-Night (RON) costs will be reimbursed in accordance with the FTR.

(3) Services may also be ordered under the Daily Availability Rate specified in the Schedule of Items, plus the flight rate specified (Attachment 10, Helicopter Services Hourly Flight Rates, Fuel Consumption, and Weight Reduction Chart).

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

C.21 PAYMENT FOR SUBSTITUTE/REPLACEMENT HELICOPTER

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

(a) Availability – The Availability rate specified in the contract.

(b) Flight – flight will be paid at the lower of following rates:

(1) The rate of the aircraft make/model originally offered in response to the solicitation, or

(2) The flight rate of the aircraft make/model being substituted.

C.22 PAYMENT FOR RELIEF COSTS

The Contractor must complete and submit Attachment 28, Transportation Worksheet, attach supporting transportation invoices to the Transportation Worksheet, and enter the total dollar amount as a line entry on the invoice for payment (Special Charge (SC) Pay Item Code). Relief costs that do not include these items or other documents necessary to verify incurred costs will be returned to the Contractor for proper completion. Relief costs must be submitted within 30 days of costs being incurred.
(a) CWN Task Orders:

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

(ii) Relief costs reimbursement requests will be supported by itemized receipt(s), but do not need to be submitted with the Flight Use Report for payment purposes although must be available for review by the Helicopter Manager (e.g., itineraries supporting round trips, names of travelers, etc.). This cost reimbursement is not applicable to primary crews working a 12/2 work schedule. Salary costs for Contractor employee(s) while in travel status is not a cost for which the Government will reimburse the Contractor.

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

(iv) See Attachment 3 for Alaska dispatches.

(b) Exclusive Use Task Orders

(i) When the Contractor's aircraft is dispatched away from the host base, the Government will authorize payment for additional necessary and reasonable costs involved in transporting authorized relief crewmembers to and from alternate bases when approved in advance by the Contracting Officer. Examples of acceptable expenses are airline tickets; car rentals; Privately Owned Vehicle (POV) at the government mileage rate (Internet site http://www.gsa.gov/mileage) and charter airplane showing aircraft make/model, flight time, hourly rate and departure and destination locations. Unless authorized in advance by the CO, the expense for charter resources shall not exceed reasonable costs by common carrier and are only authorized for mandatory relief exchanges resulting from duty limitations. The Government will not reimburse the

Contractor for salary and subsistence costs for Contractor personnel in travel status or on days off.

Crew Schedule/B.26 Acceptable Work Schedule	Relief Cost Reimbursement
12/2	Primary Crew must be identified (Contractor personnel working 12 days). Relief Crew (Contractor personnel working 2 days) travel costs will be covered to and from the helicopter
12/4	Primary Crew must be identified (Contractor personnel working 12 days). Relief Crew (Contractor personnel working 4 days) travel costs will be covered to and from the helicopter
12/12	No Primary Crew needs to be identified. Travel costs will be paid for the arriving and departing crew.
Optional Mechanic Schedule as identified in B.26	
14/14	No Primary Mechanic needs to be identified. Travel costs will be paid for the arriving and departing Mechanic.

(ii) See Attachment 3 for Alaska dispatches.

C.23 PAYMENT FOR OVERNIGHT ALLOWANCE

(a)The Contractor shall receive an overnight allowance for each crewmember for each night that the Government requests the crewmembers to RON. The Government will pay the Contractor the actual cost of lodging up to the current standard maximum rate that is allowed as established by the FTR. Rates are available at: www.gsa.gov/perdiem.

(b) EU Task Orders: Overnight allowance will not be paid when the aircraft is assigned to its Host Base.

(c) If partial overnight allowance is provided by the Government, the Contractor will be reimbursed at current FTR rates for the portion that is Contractor provided.

(d) The appropriate rate for meals and incidental expenses will be paid unless the Government makes three meals available to the Contractor.

(e) The Contractor's lodging will be reimbursed only when lodging is not furnished by the Government. If the Contractor elects to not use Government provided lodging, there is no

reimbursement for lodging or transportation costs incurred by the Contractor. When the FTR rate changes, the change in overnight allowance to the Contractor will become effective on the effective date of the FTR change.

(f) The Contractor may claim overnight expenses using following method:

(1) Reimbursement of actual lodging cost up to the Standard Rate including lodging taxes shall require lodging receipts to be submitted with the Flight Use Report. M&IE rate shall be based on the FTR rate. If lodging rates are not available at the FTR rate, the flight use report shall be documented accordingly. Lodging receipts must be kept on file by the contractor and made available to the CO upon request.

(g) The Flight Use Report shall clearly show the county or city where the overnight occurred. High-rate claims for subsistence that do not include this information will be reduced to the standard rate.

(h) In the event that FTR rate(s) are not available, the Government shall be notified, and the Flight Use Report documented accordingly.

C.24 MOBILIZATION/DEMOBILIZATION COSTS

(a) CWN ONLY: The Government will reimburse the Contractor for availability, flight time and FSV mileage for mobilization and demobilization costs to and from the point of hire to the assigned work location.

(1) Ferry time of aircraft to and from the point of hire will be paid at the applicable flight rate, after flight occurs. If a fuel servicing vehicle is required, mileage to and from the point of hire will be paid at the rates stipulated in C.18**,** Payment for Fuel Servicing Vehicle Mileage and Additional Service Vehicle Mileage.

(b) EU ONLY: The Contractor is responsible for all mobilization and demobilization costs to and from the Host Base(s) stipulated in the task order. (1) Pre/Post MAP Period requests away from Host Base. Ferry time of aircraft to and from the point of hire will be paid at the applicable flight rate, after flight occurs. Fuel servicing vehicle mileage to and from the point of hire will be paid at the rates stipulated in C.18**,** Payment for Fuel Servicing Vehicle Mileage and Additional Service Vehicle Mileage.

C.25 MISCELLANEOUS COSTS

(a) For EU MAPs at the Host Base, Housing, subsistence, ground transportation, and other expenses will be the responsibility of the contractor.

(b) Apply to All:

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

(ii) Miscellaneous, unforeseen costs incurred by the Contractor while performing under the terms of the Contract may be reimbursed at actual cost when approved by the CO. Examples of such items are truck permits, port of entry fees, and hanger fees (inclement weather).

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

C.26 PROPERTY AND PERSONAL DAMAGE

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

(b) The Contractor shall be responsible for all damage to property and to persons, including third parties that occur because of his or his agent's or employee's fault or negligence. The term "third parties" is construed to include employees of the Government.

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

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

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

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

C.27 NOTICE OF CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (JULY 2010)

(a) The USFS has implemented the Contractor Performance Assessment Reporting System (CPARS) for reporting all past performance information. 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 (PPIRS) 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 60 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 are 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, 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 60 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 60 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, pre-award 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 60-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.

C.28 ECONOMIC PRICE ADJUSTMENT SPECIFIED FLIGHT RATE CONTRACTS

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

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

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

TABLE 6-PRODUCER PRICE INDEXES

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

AVERAGE OF PERCENT CHANGES X 100 PERCENT OF LAST ADJUSTED RATE

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

Base Rates – Commodity Group 1423: **227.7** Commodity Group 1425: **187.1**

(b) FUEL PORTION OF THE SPECIFIED FLIGHT RATE

(1) During the entire contract period of performance, flight rates will be adjusted to reflect increases and decreases to the prices of aviation fuel.

(2) For adjustment purposes, the baseline price for Jet A fuel is established at $X.XX per gallon. The unit prices are the average price for aviation fuel based upon the National Fuel Survey located at http://www.fs.fed.us/fire/contracting/helicopters_exclu/helicopters_exclu.htm

(3) The adjustment to the fuel portion of the flight rate shall be the average difference multiplied by the fuel consumption rates located in the solicitation/contract for the applicable aircraft type.

(4) An initial adjustment to the flight rate shall be made on February 16th of each contract period, regardless of the variation in price to re-establish the baseline. Subsequent adjustments shall be made on May 16, and July 16 of each contract period provided the variations in the average unit price, as stated above, is 10% higher or lower than the unit price established when the last adjustment was made.

The adjustment to the fuel portion of the flight rate will be the determined variation amount multiplied by the fuel consumption rates found in Attachment 10, Helicopter Services Hourly Flight Rates, Fuel Consumption and Weight Reduction Chart for the applicable aircraft type.

C.29 EFFECTIVE PERIOD OF THE CONTRACT (AGAR 452.211-75) (FEB 1988)

Base Period: TBD – TBD
Option 1: TBD – TBD
Option 2: TBD – TBD
Option 3: TBD – TBD

Option 4: TBD – TBD
Option 5: TBD – TBD
Option 6: TBD – TBD
Option 7: TBD – TBD
Option 8: TBD – TBD
Option 9: TBD – TBD

C.30 EU PRE/POSTMAP

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

C.31 COMMERCIAL FILMING OR VIDEO TAPING

In accordance with 36 C.F.R. Part 251 and USFS Manuals 1600 and 2700 all commercial filming or videotaping (e.g., filming for feature films, reality shows, documentaries, television specials, etc.) on National Forest System lands requires the filming entity to apply for, and obtain, a special use authorization prior to the start of any filming, or associated activities, on National Forest System lands. This requirement is applicable to filming directly by contractors and is also applicable to filming of contractors of the USFS while on National Forest System lands.

Any filming, or associated activities, occurring on National Forest System lands pursuant to a properly acquired special use authorization may be limited or prohibited during a fire-fighting or incident support situation at the discretion of the Incident Commander.

C.32 FAR 52.222-42, STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

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

SECTION D: CONTRACT DOCUMENTS, EXHIBITS/ATTACHMENTS

Exhibit 1 - Modern Helicopter Aircraft Requirements
Exhibit 2 - Supplemental Rappel Requirements - Equipment
Exhibit 3 - FAA Overwater Kit
Exhibit 4 - Agency Aerial Ignition - PSD
Exhibit 5 - Agency Aerial Ignition - Helitorch
Exhibit 6 - Contracted Aerial Ignition
Exhibit 7 - Law Enforcement Short-Haul Special Mission Qualifications & Requirements
Exhibit 8 - Night Flying Operations
Exhibit 9 - Supplemental Short-Haul Requirements – Equipment
Exhibit 10 - Rotor Wing Aerial Supervision Aircraft Requirements
Exhibit 11- Tank Specifications
Exhibit 12 – Supplemental Hoist Requirements
Exhibit 13 – Water Enhancer On-Board Injection / Mixing Equipment for Tanked Helicopters
Attachment 1 - First Aid Kit Aeronautical
Attachment 2 - Survival Kit Aeronautical
Attachment 3 - Alaska Supplement
Attachment 4 - Restraint Systems Condition Inspection Guidelines
Attachment 5 - High Visibility Markings on Main Rotor Blades
Attachment 6 - Fuel Servicing Equipment Requirements
Attachment 7 - Operations and Safety Procedures Guide for Helicopter Pilots
Attachment 8 - Interagency Guidelines for Vertical Reference/External Load Training
Attachment 9 - Helicopter Make/Model/Series List
Attachment 10 - Helicopter Services Hourly Flight Rates, Fuel Consumption, and Weight Reduction Chart
Attachment 11 - Interagency Helicopter Load Calculation
Attachment 12 - Helicopter and Fuel Service Truck Pre-Use Checklist
Attachment 13 - Performance Report
Attachment 14 - Department of Labor Wage Determination
Attachment 15 - Contractor’s Verification of Pilot Requirements/Experience for Initial Interagency Approval
Attachment 16 - Pilot Mentorship Program
Attachment 17 - Aircraft Mechanic (Helicopter) Qualification Form
Attachment 18 - Weight and Balance Form
Attachment 19 - Gross Computed Weight Table
Attachment 20 - Performance by Government-Furnished Pilot
Attachment 21 - Litter Kit Provisions and Litter
Attachment 22 - Public Aircraft Operations
Attachment 23 - Vendor-Contractor QA/Evaluation/Safety Checks
Attachment 24 - Safety Management System (SMS) Components Questionnaire and Accident History
Attachment 25 - Transportation Worksheet
Attachment 26 - Additional Telemetry Unit (ATU)
Attachment 27 - Fuel Service Vehicle Driver Training Record
Attachment 28 - Inclement Weather Plan Template
Attachment 29 - Infectious Disease
Attachment 30 - Integrated Health And Use Monitoring System

EXHIBIT 1 - MODERN HELICOPTER AIRCRAFT REQUIREMENTS

(a) Type 3

(1) Powerplant: Twin-turbine engine.

(2) Airspeed: 120 knots VNE at 5000 feet pressure altitude and 30°C at maximum gross weight.

(3) Seating: Utility seating configuration for six or more insured passenger seats not including pilot but including copilot seat in an aircraft if certificated for single pilot operation.

(4) Landing Gear: Skid type or wheeled.

(5) Certifications: Standard airworthiness certificate. Certificated as a 14 CFR Part 27 Normal Category or Part 29 Transport category aircraft that is certified for One Engine Inoperative operation, or a part 21.29 certified aircraft meeting the same standard. If not manufactured in the United States, only those aircraft certificated by a country the United States has a bilateral agreement with that incorporates reciprocal airworthiness certification of civil aeronautical products

(6) Systems: Integrated Aircraft Health and Usage Monitoring System, i.e., engine trend monitor, and vibration monitor systems in accordance with Attachment 33.

(7) Fuel Tanks: Crash Resistant Fuel System meeting at least partial compliance with Part 27.952 Amendment level 30 or 29.952 Amendment level 35. See SAIB SW-17-31R2 (or latest revision) for latest list of eligible aircraft

(8) Date of Manufacture: 2000 - Present.

(9) Aircraft in Current Production: The aircraft model derivative offered must be in current production, meaning the aircraft manufacturer is currently producing complete aircraft of the same model derivative offered.

(b) Type 2

(1) Powerplant: Twin-turbine engine.

(2) Seating: Utility seating configuration for minimum of six, maximum of nine insured passenger seats not including pilot but including copilot seat in an aircraft if certificated for single pilot operation.

(3) Landing Gear: Skid type or wheeled.

(4) Certifications: Standard airworthiness certificate. Certificated as a 14 CFR Part 29 Transport category aircraft that meets the criteria for Category A operation, or a part 21.29 certified aircraft meeting the same standard. If not manufactured in the United States, only those aircraft certificated by a country the United States has a bilateral agreement with that incorporates reciprocal airworthiness certification of civil aeronautical products

(5) Systems: Integrated Aircraft Health and Usage Monitoring System, i.e., engine trend monitor, and vibration monitor systems in accordance with Attachment 33.

(6) Fuel Tanks: Crash Resistant Fuel System meeting at least partial compliance with Part 29.952 Amendment level 35. See SAIB SW-17-31R2 (or latest revision) for latest list of eligible aircraft.

(7) Date of Manufacture: 2014 - Present.

(8) Aircraft in Current Production: The aircraft model derivative offered must be in current production, meaning the aircraft manufacturer is currently producing complete aircraft of the same model derivative offered.

(c) Type 1

(1) Powerplant: Twin-turbine engine.

(2) Airspeed: 130 knot indicated airspeed at 7,000 feet and 25 degrees C.

(3) Seating: Minimum of 9, maximum of 19 insured passenger seats (excluding any jump seats). All seats shall meet a minimum TSO 39b with 3 point or more shoulder harness/ seat belts. All seats shall meet the requirements of Attachment 4.

(4)Seats: OEM seats are acceptable. Energy attenuating seats are preferred; airline seats having folding seatbacks are not acceptable.

(5)Flight Crew: Two pilots required. The SIC shall be type rated in the aircraft.

(6) Landing Gear: Skid type or wheeled.

(7) Certification: Standard airworthiness certificate. Certificated as a 14 CFR Part 29 Transport category aircraft that meets the criteria for Category A operation, or a part 21.29 certified aircraft meeting the same standard. If not manufactured in the United States, only those aircraft certificated by a country the United States has a bilateral agreement with that incorporates reciprocal airworthiness certification of civil aeronautical products

In addition to certifications required in B.2, contractors shall be certificated 30 days prior to the MAP start date of option year 2 (the beginning of the third year period of performance) to meet 14 CFR Part 135 for 10 or more passengers (less than 19 passengers). All passenger-carrying flights, regardless of the number of passengers carried, shall be conducted in accordance with the Contractor's 14 CFR Part 135 operations specifications.

(8) Systems: Integrated Aircraft Health and Usage Monitoring System, i.e., engine trend monitor, and vibration monitor systems in accordance with Attachment 30.

(9) Avionics:

(i) Internal PA System

(ii) PED Tolerance

(iii) Helicopter Manager Position:

(A) Aft Cabin Audio Controller

(B) Wireless drop cord in addition to the standard drop cord

(C) Two USB ports

(D) Remote control of VHF-FM Radios

- Must include the ability to program all channel attributes, adjust sidetone, and adjust volume on all FM radios

Note: Audio drawings for Type 1 helicopters will be developed as part of the evaluation.

(10) Fuel Tanks: Crash Resistant Fuel System meeting at least partial compliance with Part 29.952Amendment level 35 are preferred. See SAIB SW-17-31R2 (or latest revision).

(11) Cabin Safety: Cargo/baggage storage and restraint system accommodates all passenger and firefighting equipment in accordance with aircraft certification and operator's 135 certificate.

(12) Cargo compartments must comply with 14 CFR Part 29.787 and 135.87. If approved in accordance with the aircraft certification and operator's 135 certificate, cargo may be carried in the passenger compartments forward of the foremost seated passengers in accordance with the following:
(i) It is properly secured by a tie down having enough strength to eliminate the possibility of shifting under all normally anticipated flight and ground conditions.
(ii) It is packaged or covered in a manner to avoid possible injury to passengers.
(iii) It does not impose any load on the floor structure that exceeds the load limitation for floor loading.
(iv) Its location does not restrict access to or use of any required emergency or regular exit, or of the aisle in the passenger compartment.
(v) Its location does not obscure any passenger's view of required placards/ signs.

(13) Dual Aft cabin external doors used as primary entry and exit of the aft cabin

(14) Equipment: Type 1 Exhibit 1 aircraft shall provide an Initial Attack fully collapsible bucket not weighing more than180lbs

(15) Hardpoint(s) for spotter tether attachment (Fall prevention device) of at least 2500 lb. minimum strength

(16) Date of Manufacture: 1990 - Present.

(17) Aircraft in Current Production: The aircraft model derivative offered must be in current production, meaning the aircraft manufacturer is currently producing complete aircraft of the same model derivative offered.

EXHIBIT 2 - SUPPLEMENTAL RAPPEL REQUIREMENTS - EQUIPMENT (B.7)

NOTE
To obtain the latest electronic versions or rappel related information such as, ELAM sourcing, ELAM installation instruction documents, or National Rappel Operations Guide (e.g. rappel procedures, aircraft configuration) contact your Regional Aviation Safety Inspector.

(a) Any aircraft offered to a line item requiring rappel must satisfy agency evaluation and approval prior to rappel operations.

(b) Minimum aircraft requirements in addition to contract specifications enabling agency evaluation include:

(1) Dual aft doors providing for two rappellers deploying simultaneously.

(2) An anchor provided by the contractor, certified by the FAA for rappel operations, mounted to the airframe. The contractor shall ensure that the equipment is installed for rappel operations and ensure any modifications and/or installations to the helicopter shall be accomplished in accordance with the Contractor's FAA air carrier or operating certificate and relative Supplemental Type Certificate(s) (STC).

i. Type 1 Helicopters Approved for Passenger Transport
   (A) Anchor shall accommodate an upright rappel unimpeded by the airframe or landing gear/skids

(3) Anchor shall have a minimum load rating of 300lb's per rappeller or greater.

(4) The owner of the anchor is responsible for ensuring that the inspection(s) are conducted. Critical inspection of metal components can be achieved using magnaflux, x-ray, sonics or dye penetrate. No welding or major repairs will be accomplished without prior approval of a USDA Forest Service or Department of the Interior Contracting Officer. Major repairs shall only be performed by the STC holder or manufacturer.

(5) Anchor must be located in a spot which minimizes cabin clutter and enhances the safety and efficiency of rappel and cargo-let-down operations and remediate tripping hazards for the rappeller and spotter. All rope cutting or abrading surfaces must be adequately guarded.

(6) Secondary anchor point for each rappeller available to permit attachment of a secondary restraint (fall prevention device). Strength: 300-pound working load (per attachment point), 3.5 limit load factor and all other applicable FAR load factors required (1.5 safety factor, casting factor, fitting factor, etc.).

(7) Hardpoint(s) for spotter tether attachment (Fall prevention device) of at least 2500 lb. minimum strength.

(8) All Type 1 and Type 2 aircraft shall have a minimum complement of 9 passenger seats installed and the capability to install the aircrafts maximum pax seating upon request. All Type 3 aircraft shall have a minimum complement of 5 passenger seats installed and the capability to install the aircrafts maximum pax seating upon request.

(9) FAA approved rope protectors will be installed where rappel ropes will contact aircraft surfaces.

(10) Cargo restraints that shall not impede movement of cargo in flight with doors closed (cargo letdown operations.

(c) Bell Medium Type 2 Helicopters:

(1) The Bell medium 205, 210, 212 & 412 helicopters are approved for USFS rappel operations.

(2) FAA approved high skid landing gear (25 and 28-inch center measured from center cross tube) (if available by STC or aircraft manufacturer). D12-664-101(28 inch) forward/D212-664-201(25 inch) aft cross tube height.

(3) All aircraft shall have a complement of 9 passenger seats installed. Bell 205, 210, 212 & 412 shall have 4-person aft facing bench seat and 5 forward facing seats in the cabin area.

(4) Rappel aircraft shall not be equipped with auxiliary fuel tanks in the contiguous United States.

(5) FAA approved floor protection for passenger seating area

(6) Cargo restraints (netting) shall not impede movement of cargo for cargo letdown during rappel operations

(7) External Load Attachment Mechanism (ELAM)
Rappel Bracket for Bell medium (205/210/212 & 412)

(i) Design Owner: USDA
(ii) STC #: SH261WE
(iii) Current Source: Dart Aerospace Canada

(8) Rappelling Kit [1] (required by contractor)

(i) External Load Attachment Mechanism (ELAM).
Load Rating: 300 pounds per side (3.5 limit load factor, 5.25 ultimate load factor)

(ii) Installation basis[2]
STC SH261WE USFS approval status: Final (NTDP/NIFC)

(iii) Accessory:

- Two NAS1211B or equivalent rings (2500# minimum ultimate strength & .625" stud length) (supplied by the vendor) – contractor responsible (Heli-Tech, Eugene, OR is possible source for rings)
- Web strap for spotter to connect between rings (supplied by the government)
- Skid tube rope abrasion guards – compliance with FSTB 2011-01 contractor responsible

(iv) Notes:

- Kit includes the anchor, placards, ICA, FMS, & Installation Instructions. The STC calls out specific rings and ring locations for the Spotter tether attachment point.
- There was an earlier version of this kit that only had an allowable working load of 250 pounds. These kits have been superseded by the 300-pound kit and are no longer approved for Forest Service rappel contracts.

(v) INSPECTION: USDA200MMS latest Revision

EXHIBIT 3 - FAA OVER WATER KIT

(a) Weather guidelines: Ceiling of 500 feet and visibility of three miles offshore.

(b) Personal Protective Equipment:

(1) Flotation/high visibility survival vests shall be worn by all occupants when flying beyond power-off gliding distance to shore.

(2) A flotation/high visibility survival vest shall be provided by the Contractor for each seat available in the helicopter. The contents of this vest shall be as follows:

(i) Dual inflation bladders TSO-C13c or equal.

(ii) Water activated light attached to vest TSO-C85.

(iii) Dye marker.

(iv) Whistle or other Coast Guard-approved noise device.

(v) Mirror for signaling.

(3) A flotation/high visibility survival vest shall be provided by the contractor for the pilot. The contents of this vest shall be as follows:

(i) All the contents of subsection 2 above.

(ii) One FCC-approved 406 MHz Personal Locator Beacon (PLB).

(iii) Two smoke markers for daytime distress signaling.

Note: The flotation/survival vests used satisfactorily in the past have been assembled from components (i.e., durable nylon mesh vest with an inner flotation device; pockets available in the vest allowed for required equipment storage, etc.) available from a variety of marine survival equipment suppliers.

(c) Life Raft: A double chamber life raft(s) shall be provided for each helicopter with a "rated capacity" equal to the seating capacity of the aircraft (pilot and passengers).

Note: PLB with same specifications in (b)(3)(ii) above shall be provided by the government for all passengers.

EXHIBIT 4 - AGENCY AERIAL IGNITION - PSD

Aircraft Pilot: PSD Carded.

Aircraft: Approved for Aerial Ignition PSD

Aircraft Equipment:

(a) PSD

(1) Aircraft shall have the ability to fly with the appropriate doors removed or secured or locked in the open position for sliding doors. This shall be accomplished by OEM Kit or Supplemental Type Certificate. Spring keepers, original type design or FAA approved commercially available STC, (located in the aft cabin overhead) to lock the doors open during flight. Removing doors for an aerial ignition operation on Type 2 helicopters under contract to the USFS is not authorized.

2. Auxiliary Power Source (3 Pin) IAW Avionics section

3. Portable Electronic Device (PED) Tolerance Certified-IAW Avionics section

(b) Aircraft configuring: The contractor's onsite personnel (pilot and mechanic) shall work with the assigned government crew to configure the aircraft for the Aerial Ignition mission:

1. Remove appropriate door/doors or secure sliding doors to the open position.

2. Ensure the proper Weight & Balance (W&B) calculations have been performed and annotated in the Form A and Form C to account for the aircraft configuration if doors are removed.

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

4. Remove all loose cushions and other loose material. Ensure rear seat cushions are properly installed and or modified for doors off operations IAW OEM requirements for doors off / open flight. All loose items must be secured prior to flight with doors open/removed (Velcro is not considered a secure attachment). Use approved aircraft anchor or install tether attachments to rear seat belt hard points per instructions on MTDC-993 drawing, found in the current ALSE Handbook/Guide.

5. Locate and assure proper electrical connections exist and are in the passenger compartment.

6. Install secondary restraint using approved carabiner and adjust tether length. A properly adjusted tether shall insure that the operator is restrained inside the aircraft if the seat belt should become unbuckled during flight. (Provide diagram)

7. Install dispensing device in doorway with exit chute/tube attached and overhanging IAW current direction in the Aerial Ignition Guide (PMS 501) and the PSD manufacturer's instructions.

8. Connect and tighten the belly hold-down strap ensuring it is secured and does not interfere with any external fittings, wiring, or release cables and is clear of lighting and antennas on the underside of the aircraft. All helicopters may use belly strap, approved aircraft model specific hard points, or other methods of securing the device approved by an aviation maintenance inspector.

(c) Hover-Out-of-Ground-Effect (HOGE) Power Check for Aerial Ignition

1. To verify a minimum of a 10% power margin and ensure that a positive rate of climb can be achieved while remaining in operating limits, the pilot shall execute a HOGE power check (1) at a density altitude comparable to or greater than that of the burn unit prior to commencing aerial ignition operations, and (2) prior to taking off and landing while carrying passengers.

Refer to Interagency Technical Bulletin 17-01:
https://cms.fs.usda.gov/sites/default/files/2020-06/iatb_2017-01_1.pdf

EXHIBIT 5 - AGENCY AERIAL IGNITION – HELITORCH

Aircraft Pilot: Helitorch Carded

Aircraft: Approved for Aerial Ignition Helitorch

Aircraft Equipment:

(a) Helitorch

1) Have the 9-pin connector installed, IAW B.7.

2) Original type design from the OEM or FAA approved commercially available STC cargo hook Anti-rotation device that prevents the cargo hook from rotation while allowing for full longitudinal and lateral movement the cargo hook when carrying an external load.

(b) Aircraft configuring: The contractor's onsite personnel (pilot and mechanic) shall work with the assigned government crew to configure the aircraft for the Aerial Ignition mission:

1. Remove appropriate door/doors or secure sliding doors to the open position.

2. Ensure the proper Weight & Balance (W&B) calculations have been performed and annotated in the Chart C to account for the aircraft configuration if doors are removed.

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

4. Remove all loose cushions and other loose material. Ensure rear seat cushions are properly installed and or modified for doors off operations IAW OEM requirements for doors off / open flight. All loose items must be secured prior to flight with doors open/removed (Velcro is not considered a secure attachment).

(c) Hover-Out-of-Ground-Effect (HOGE) Power Check for Aerial Ignition

1. To verify a minimum of a 10% power margin and ensure that a positive rate of climb can be achieved while remaining in operating limits, the pilot shall execute a HOGE power check at a density altitude comparable to or greater than that of the burn unit prior to commencing aerial ignition operations.

Refer to Interagency Technical Bulletin 17-01:
https://cms.fs.usda.gov/sites/default/files/2020-06/iatb_2017-01_1.pdf

EXHIBIT 6 - CONTRACTED AERIAL IGNITION

Aircraft Pilot: Helitorch or PSD Carded- Specified on Task Order

Aircraft: Approved for Aerial Ignition Helitorch or PSD- Specified on Task Order

Contracted Aerial Ignition Services:

Some geographic areas have private vendors who own and operate aerial ignition systems. When an agency opts to use contractor equipment only or contractor provided aerial ignition personnel with their equipment, the following guidelines shall be observed:

The Vendor shall comply with all applicable federal, state, local laws and the NWCG Standards for Aerial Ignition (PMS 501). See https://www.nwcg.gov/sites/default/files/publications/pms501.pdf.

(a) Flight service contractors who wish to obtain approval for use of an aerial ignition system that is not listed in Chapter I, Section V of the Interagency Aerial Ignition guide and will be used only by contract personnel shall:

(i) Submit a request through a sponsor to the appropriate agency/bureau Interagency Aerial Ignition Working Group (IAIWG) representative.

(ii) Make the equipment available to the Interagency Aerial Ignition Working Group for a technical review and evaluation.

(iii) Make arrangements through the Working Group for flight testing of the equipment.

(iv) Ensure that only contract personnel operate the equipment when used for contract operations.

(iii) Ensure the approved equipment is included as a listed item on the contract.

While use of approved aerial ignition systems is recommended, contractors working under end use contracts do not need to use the aerial ignition systems listed in Chapter I, Section V of this guide or have their systems evaluated by the IAIWG.

(b) The user unit must ensure that the contractor has been awarded a contract or a modification has been made to an existing procurement document that includes provisions for contracted aerial ignition services and that the equipment has been approved. The Helicopter Manager will assure that contracted aerial ignition services will be conducted in accordance with the procurement document. The contract must be accompanied by an approval letter from the IAIWG.

(i) The requesting unit will provide information to assist the Contractor in planning for equipment, personnel, supply needs, location of burn and burn objectives. This information will include approximate acreage (overall/acres per day), time and dates of

proposed burn, location and directions to the burn area, supplies and equipment to be provided by the agency, agency contact names and phone numbers, local support equipment sources and phone numbers (bulk fuel providers, motels, etc.).

(ii) The Government will provide at the jobsite: pad marker(s), wind indicator(s), crash rescue kit, evacuation kit, and 40BC fire extinguisher(s) (as per National Standards for Helicopter Operations, NSHO).

(iii) A Government Helitorch Manager (HTMG) is a required position and will be provided by the ordering agency unit, and be on site, for all contract helitorch operations to perform functions listed in the IAIG.

(iv) The Contractor shall have a written standard operating plan (SOP) outlining duties and responsibilities for Contractor personnel, equipment, and mixing/operating procedures for Contractor operations. The SOP and a copy of Contractor employee qualifications and training documentation shall be made available for review by the Government Helitorch Manager upon arrival to the jobsite and prior to the start of contract work.

(v) The Helitorch Manager will inform the Contractor Helitorch Mixing Crew of gel fuel needs, in gallons, throughout the duration of the burn.

(vi) Gelled fuel deemed unacceptable by the Burn Boss or Helitorch Manager and any residual waste product shall be disposed of at an approved hazardous waste disposal site or, with the Helitorch Managers and Burn Boss approval, by incineration within the burn area.

(c) Any deviation from established standard operating procedures or policy requires authorization by the regional aviation officer or state aviation manager.

(d) The user unit must submit a written Aviation Safety Plan/Special Use Mission Plan as outlined in the NSHO to the appropriate region, state, or agency aviation manager.

EXHIBIT 7 - LAW ENFORCEMENT SHORT-HAUL SPECIAL MISSION QUALIFICATIONS & REQUIREMENTS

Some Law Enforcement and Investigations (LEI) personnel use a short-haul program for short term airborne operations of qualified personnel suspended from helicopters to move law enforcement officers into and from drug trafficking/growing sites, or other locations and LEI missions as needed, in terrain not readily accessible by other means.

The following additional requirements apply to contractors who desire to provide Law Enforcement Short-haul capability. Any special equipment required for Short-haul special missions is supplied by the Law Enforcement personnel, which typically consists; suspension ropes/lines in lengths of 60, 100, and 150 feet; and, personnel attachment hardware and harnesses, etc.

(a) Helicopter Selection: Helicopters shall be capable of hovering out-of-ground-effect (HOGE) with a standard pilot weight of 200 lbs., with 1.5-hour fuel (including reserve) at 7,000 feet pressure altitude (PA) and 30 degrees Celsius (ºC) with a 900 lbs. non-jettisonable payload after applying the increased weight reduction (download) from (e) Additional Operational Requirements, below. Aircraft performance capabilities shall be computed by using the above information and documented on the Standard Interagency Helicopter Load Calculation form (Attachment 11, Interagency Helicopter Load Calculation). An example load calculation for each aircraft offered shall be submitted with the offer to the contract solicitation.

(b) Human External Cargo (HEC) Hook: A dual hook system, certified by the FAA for HEC operations, mounted externally to the airframe. The approved HEC systems for the USFS are:

Boost Human External Cargo Dual Hook System
Design Owner: Boost Human External Cargo Systems Inc.
STC Number: SR03681NY

Onboard Systems HEC Kit
Design Owner: Onboard Systems International
STC Number: SR02724LA

(1) Contractor must provide two (2) Y-Lanyards or Y-Ropes, that are compatible with the equipped FAA STC'd HEC Hook system, that connect to the cargo and HEC hooks respectively.

(c) Helicopter must have manufacturer's or FAA approval for flight with all doors removed, or doors that can be slid back and locked for flight.

(d) Pilot Qualification Requirements: A safe and effective short-haul program is highly dependent upon a pilot's precision long-line skills. Accordingly, pilots must comply with the following additional minimum requirements:

(1) Pilots shall be qualified in accordance with 14 CFR 133 for Class A and B external load operations and must meet requirements identified in the contract.

(2) 50 hours Pilot-In-Command (PIC) in aircraft make/models/series, Attachment 11. Verification of flight hours shall be determined by a certified pilot log. Note, 50% reduction of flight hours by completion of the manufacturer's approved flight and ground procedures training does not qualify for the 50 hours Pilot-In-Command experience for this supplement.

(3) 25 hours total time in vertical reference experience within the last twelve months, requiring precision placement.

(4) Approved for long-line, vertical reference operations.

(5) Attend an agency approved short-haul training session.

(i) Training will include instruction in the Law Enforcement and Investigations Short-haul Operations Plan and short-haul equipment. Pilot flight instruction is the responsibility of the contractor to meet the objectives of the Pilot Proficiency Test, below.

(ii) Additional requirements of the Short-haul Operations Plan

(A) The training sessions are generally conducted in the months of April, May and June in conjunction with the law enforcement personnel short-haul qualification and re-qualification training sessions in several locations in Region 5.

(B) Information about dates and locations can be requested by writing or calling Regional Law Enforcement and Investigations, 1323 Club Drive, Vallejo, CA 94592, 707-562-8648.

(6) Understand short-haul techniques, Short-haul Master signals, and operational concerns.

(7) Demonstrate ability to work with the Short-haul Master.

(8) Successfully complete the LEI Short-haul Pilot Proficiency Test.

(e) Re-qualification and Proficiency (Currency) Requirements:

(1) The pilot shall participate in annual operational training and complete the following requirements to the satisfaction of the Short-haul Master and Helicopter Pilot Inspector. Annual short-haul training shall include the following:

(i) Participation in helicopter safety refresher training.

(ii) Review and discussion of the local Short-haul Operations Plan, emergency procedures and risk assessment.

(iii)Review of known short-haul related mishaps and incident critiques.

(iv) Review of the contract.

(v) The pilot shall successfully complete the Pilot Proficiency Test annually.

(2) Pilot Short-haul Proficiency (currency) requirements.

(i) Pilot currency is maintained by performing at least one operational short-haul mission every 90 days.

(ii) If more than 90 days has elapsed since the last operation short-haul mission was performed the pilot will demonstrate short-haul proficiency to a short-haul master or a Helicopter Pilot Inspector before performing an operational short-haul mission.

(iii) At any time a pilot may be required to demonstrate short-haul proficiency to a short-haul master or an agency Helicopter Pilot Inspector before performing an operational short-haul mission at the discretion of a short-haul master or a Helicopter Pilot Inspector.

(iv) If a pilot's short-haul proficiency does not meet the requirements of this Exhibit the pilot's short-haul qualification will be suspended in accordance with Section B.23, Suspension and Revocation of Personnel.

(f) SHORT-HAUL PILOT PROFICIENCY TEST

(1) The short-haul pilot proficiency test consists of four phases. All four phases of the test must be successfully completed to pass. Pilots will have three chances to successfully complete the four phases of the test. The proficiency test is based on "normal" weather conditions encountered at the flight operations area. Variations from these standards resulting from weather conditions outside of "normal" will be discussed by the Inspector Pilot, Short-haul Check Master, and the Pilot to be tested prior to the test.

(i) PHASE I - Precision Long-line:

(A) Objective: Observe and evaluate the pilot's skills and ability for vertical reference flight. Observe the pilot's control of the helicopter as well as the load. Observe the pilot's response to variable weather elements that may be present.

(B) Procedure: With a line length appropriate for the terrain and obstacles (minimum 50 feet) and a load 6-8 foot long, weighing 150-200 pounds, and bridle rigged in the upper one-third of object for vertical suspension (e.g., tires arranged in a pyramid or an anthropological dummy), the pilot will depart and fly a normal traffic pattern. Upon return, the pilot will place the load over a designated area (10-foot diameter circle or 10-foot square) at a

load altitude not to exceed 6 feet and hold it in position for 2 out of 3 minutes. If the load contacts the ground and such contact causes the load to tilt, failure of this Phase will occur**.**

The helicopter should be rigged so the load is suspended as it would be during normal short-haul operations.

This provides an accurate simulation of the placement of a rescuer at a short-haul site. A short-haul master may or may not be used. The short-haul line may or may not be completely pilot-jettisonable.

(ii)PHASE II - Load Control and Placement:

(A) Objective: To observe and evaluate the pilot's ability to control and precisely place loads. To observe the pilot's reaction to "normal" weather conditions and their effects on the ability of the pilot to maneuver the helicopter.

(B) Procedure: With the same line and load, the pilot will demonstrate load control and placement by flying the load through a predetermined ground course. This may be in typical terrain, or a square, triangle or other defined course (e.g., road slalom) easily identified at the test site. Typical terrain may include the following types of features: confined areas, cliff areas, narrow or confined ridge crests, confined pinnacles, areas of moving water, and areas such as snowfields or glaciers. Altitude of the load will not exceed 6 feet above the ground throughout the maneuver with placement occurring at designated locations with a tolerance of not more than 4 feet. All load placements must be done in a manner that demonstrates that the pilot has complete control of the vertical rate of descent at touchdown in order that a short haul qualified human would be placed in a standing position, without being dragged or causing a loss of balance, and not sustaining any injury during the sequence.

(iii)PHASE III – Pilot/Short haul master Crew Coordination

NOTE: Completion of this Phase is dependent on the installed short haul equipment.

(A) Objective: To observe the interface between the pilot and short haul master. To evaluate the pilot's ability to conform to short haul master instructions.

(B) Procedure: The objectives of PHASE II, emphasizing precision placement on predetermined targets, will be repeated with the addition of placement in the type of terrain that is typically encountered during operations.

The last objective for this phase will be for the pilot and short haul master to demonstrate and communicate emergency procedures by releasing the primary and secondary anchors (i.e., cargo hook and HEC hook). Emergency procedures will be accomplished using a "dummy load" of at least 150 lbs. attached to hardware and line that will not be used for actual short-haul purposes.

(iv) PHASE IV - Human Short-Haul

NOTE: "HUMAN" is a qualified short-haul person.

(A) Objective: To observe the pilot during a human short-haul operation. To evaluate the pilot's control of the aircraft and the load control during the operation.

(B) Procedure: Upon successful completion of the above three phases, the pilot will demonstrate the ability to work with a human on the end of the short-haul line. The pilot must demonstrate the ability to place a human at a predetermined target with the same tolerance as outlined in Phase II. The pilot shall always demonstrate total control of the load. All load placements must be done in a manner that demonstrates that the pilot has complete control of the vertical rate of descent at touchdown in order that the human would be placed in a standing position, without being dragged or causing a loss of balance, and not sustaining any injury during the mission.

(g) Additional Operational Requirements, supplements Attachment 11, Interagency Helicopter Load Calculation.

(1) "Use the established weight reduction on the HOURLY FLIGHT RATES, FUEL CONSUMPTION AND WEIGHT REDUCTION CHART, for aircraft make and model. During all short haul operations that involve human external load".

(2) An Out of Ground (OGE) power check will be performed for either the takeoff or landing, whichever is most restrictive. Refer to Tech Bulletin No. IATB 17-01, dated November 10, 2016. Bulletins can be found at:
http://www.fs.fed.us/fire/av_safety/promotion/Technical_Bulletins/index.html

EXHIBIT 8 - NIGHT FLYING OPERATIONS

Night flying operations are operations conducted under the scope of this contract during periods of darkness with the use of Night Vision Goggles (NVG) consistent with the USFS Night Air Operations Plan.

A post award visit will be conducted at the vendor's facility within 30 days after contract award to discuss Night Flying Operations. Due to the developmental nature of this program, subsequent quality assurance and oversight visits prior to and during the contract period should be expected.

(a) Helicopter Requirements:

(1) Meets 91.205(c) Visual Flight Rules (night)

(2) Meets 91.205(h) Night Vision Goggle Operations

(3) Supplemental Type Certificated for NVG operations, aligned with the Mandatory Availability Period conformity check, to include four (4) sets of compatible Night Vision Goggles.

(4) A fixed tank capable of hover and ground fill with snorkel capable of being removed or retracted (Not required for Type 3 Helicopters).

(b) Routine Maintenance: routine maintenance will be coordinated with the helicopter manager and conducted during daylight hours. The vendor is required to provide the manager daily updates on upcoming maintenance events. At the managers request the vendor shall conduct scheduled maintenance up to five (5) hours early. Routine maintenance conducted under the guidelines states above may be conducted without penalty.

(c) Additional requirements for field maintenance personnel: Primary maintenance personnel shall have received additional training on the NVIS installed on the aircraft and any addition inspection requirements. Maintenance personnel must have training on any special tools or test equipment required to perform NVIS maintenance appropriate for field conditions.

(d) Reserved.

(e) Night Vision Equipment Selection: OEM certified Generation III image intensifier tubes with auto gating, minimum Signal to Noise Ratio (SNR) 25, minimum resolution 64. Must mount to a universal military style visor mount system. M949 and F4949 systems are known to meet this requirement.

(f) Crew Coverage: Night Flying Operations aircraft will have the capability of being fully staffed. The schedule will be 12 hours standby with up to 2 hours extended standby to equal a maximum of 14 hours each duty cycle. Payment for extended standby will be as stated in C.16.

(1) Pilot staffing

(i) Type 1 and 2 Helicopters: Night operations: 2 pilot crew as stated in B.25. (See (h) below for qualification requirements). The company will provide a list of offered primary and relief pilots (not to exceed four) prior to the contract start

date. Any additional pilots will require currency flights in accordance with (e) at the vendor's expense.

Type 3 Helicopters: Night operations: 1 pilot crew as stated in B.25. (See (h) below for qualification requirements). The company will provide a list of offered primary and relief pilots (not to exceed four) prior to the contract start date. Any additional pilots will require currency flights in accordance with (e) at the vendor's expense.

(2) Mechanic and Fuel Service Vehicle Driver Staffing

(i) Vendor will provide personnel which meet qualifications and duty limitations for each 12-hour shift, as per B.25.

(3) Maximum number of personnel to be paid will be consistent with B.19 as per the payment clause C.15 and C.16.

(g) Flight Hour and Duty Limitations: For day operations in accordance with B.16, for night operations same as day except maximum of 6 hours NVG flight time per duty cycle. Pilots will provide NVG hours flown after each fuel cycle to the helicopter manager.

(1) Relief pilots for night operations will be on for a minimum of 6 consecutive days. PIC and SIC schedules need not be concurrent.

(h) NVG Pilot Requirements-Experience: In accordance with section B.18 with the following additions (Note: NVG pilots need not be long line carded).

(1) PIC Experience Requirements:

(i) Previously Approved for Interagency Fire	
(ii) Helicopter Night Flying Hours	250 hours
(iii) Fire Fighting Experience	100 hours
(iv) Helicopter Night Vision Goggle Hours	50 hours
(v) Helicopter Night Vision Make and Model	10 hours
(vi) Night Vision Goggle Flight Training	5 hours*
(vii) Night Vision Goggle Ground School	8 hours*

- Completes Additional Training Required for Night Vision Goggle Operations per FAR 61.31
- Meets Night Vision Operating Experience and Proficiency Check per FAR 61.57
- Pass a Night Operations "special use" flight evaluation from a USFS approved Helicopter Pilot Inspector annually.

(2) SIC Experience Requirements:

(i) Helicopter Night Flying Hours	100 hours
(ii) Helicopter Night Vision Goggle Hours	25 hours
(iii) Night Vision Goggle Flight Training	5 hours*
(iv) Night Vision Goggle Ground School	8 hours*

- Completes Additional Training Required for Night Vision Goggle Operations per FAR 61.31

- Performed as SIC during a Night Vision Operating Experience flight (reference FAR 61.57)
- Completed required online training modules IAW B.20(i)(2)
- Pass a Night Operations "special use" flight evaluation from a USFS approved Helicopter Pilot Inspector annually.

*Military NVG training will meet the ground training and flight time requirement. Must provide official documentation.

(i) Currency flights; If either the primary or relief Night Flying Operations crews have not conducted NVG flight within the previous 25 days, the vendor is authorized one (1) hour of NVG flight for each crew at the government's expense. The flight will involve mission training and ground crews.

(j) Orientation flights: Orientation flights will be conducted at the government's expense during daylight prior to conducting Night Flying Operations in an unfamiliar area. During extended attack, the orientation may be conducted during an operational flight using a two-pilot crew consisting of the Day PIC and Night PIC.

(k) PPE: All ground personnel are required to wear PPE in accordance with B.40, additionally reflective clothing (belts, vests, or flight suits) will be worn while inside the rotor disk with aircraft operating.

(l) Government Pilot: Approved Government Pilots may act as SIC's for evaluation purposes.

(m) Pre-use inspection

(1) Pilot training documentation

(2) Conformity check validation

(3) NVG maintenance records

(4) Night Vision Imaging System (NVIS) maintenance plan.

(5) Configuration management plan

EXHIBIT 9 - SUPPLEMENTAL SHORT-HAUL REQUIREMENTS

The following additional requirements apply to contracts that consist of a short- haul capability. The USFS will only consider dual hook systems certified by the FAA for Human External Cargo (HEC). Any additional short-haul equipment beyond the aircraft dual hook system and the Y-lanyard or Y-rope is supplied by the government.

NOTE
To obtain the latest electronic versions of short-haul related information such as sourcing and installation, Interagency Helicopter Pilot Practical Test Standards, or Short Haul Operations Plan (e.g., procedures, aircraft configuration) contact:
National Assistant Helicopter Operations Specialist at 208-387-5606
National Airworthiness Branch Chief at 208-387-5617

(a) **CONTRACTOR FURNISHED SPECIAL REQUIREMENTS:**

(1) A dual hook system, certified by the FAA for HEC operations, mounted externally to the airframe. The contractor shall ensure that the equipment is installed for short-haul operations and ensure any modifications and/or installations to the helicopter shall be accomplished in accordance with the Contractor's FAA air carrier or operating certificate and relative Supplemental Type Certificate(s) (STC).
The approved HEC systems for the USFS are:

Boost Human External Cargo Dual Hook System
Design Owner: Boost Human External Cargo Systems Inc.
STC Number: SR03681NY

Onboard Systems HEC Kit
Design Owner: Onboard Systems International
STC Number: SR02724LA

(b) **ADDITIONAL REQUIREMENTS**

(1) Both aft cabin doors must be either removable or sliding.

(2) For Airbus H-125 (AS350B3) Models, the cargo hook shall be incorporated into a swing frame or at the discretion of the Helicopter Manager/COR, the Cargo hook may be used with the cargo hook sling. The Contracted Helicopter Equipped Weight must include the swing frame configuration for B.9.

(3) A FAA approved load cell on primary hook shall be installed.

(4) The Keeperless cargo hook must incorporate both, an electrically actuated release, and a secondary hydraulically actuated release.

(5) For Airbus H-125 (AS350B3) and BHT-407 models, in addition to internal cargo space, helicopters shall be equipped with external side mounted cargo basket with metal positive locking lid that has a minimum cargo capacity of 18 cubic feet and 300 pounds, minimum

length of 96 inches, minimum width of 23 inches, minimum depth of 16 inches. This basket must not cause any flight restrictions (Vne) or impede ingress and egress of personnel from all cabin doors. This basket must have quick disconnect capability with FAA approval (see B.4(d)(27) for cargo basket requirements).

(c) ANNUAL PILOT QUALIFICATION AND CURRENCY REQUIREMENTS:

(1) For initial and annual certification during the contract cycle, pilots will complete Short-haul Training and maintain certification as required by the Standards for Short-Haul Operations (SSHO). It is expected that flight check recipients procure training prior to attempting an evaluation and qualification, as identified in the Interagency Helicopter Pilot Practical Test Standards (IHPTS).

(2) The Short-haul pilot Qualification is a two-part process:

(i) Pilot Short-haul skill-set and knowledge test administered by an approved Helicopter Pilot Inspector, (card endorsement)
(ii) Using unit Short-haul training completion, (unit provides completion confirmation letter).

(3) If the inspector pilot identifies deficiencies in airmanship or operational knowledge areas, the Contractor shall be “Unavailable” until the deficiency(s) equipment or personnel are corrected.

REFERENCES:

https://www.fs.fed.us/managing-land/fire/aviation/publicationsDOI Helicopter Short-Haul Handbook

EXHIBIT 10 - ROTOR WING AERIAL SUPERVISION AIRCRAFT REQUIREMENTS

Task orders under this exhibit will be designated as limited use/non-utility aircraft and configured for the exclusive mission of Aerial Supervision (ATGS/HLCO).

(a) Performance Requirements Hovering out of ground effect (HOGE)

(1) At 7,000 feet pressure altitude and 30°C The payload of 650 pounds, as determined by Attachment 11, Standard Interagency Load Calculation form, using a standard pilot weight of 200 pounds and two and a half (2.5) of fuel as determined by Attachment 10, Hourly Flight Rates, Fuel Consumption, and Weight Reduction Chart.

(2) Aircraft capable of 120 KIAS cruise speed.

(b) Air Conditioning- Manufacturer or STC installed air conditioning system that uses Freon as a cooling agent. This system must be fully functional as de0signed and provide cooling to the interior confines of the aircraft (a portable or stand-alone air cycle is not acceptable).

(c) Contractor vehicle shall accommodate seating for transport of 2 government employees

(d) Relief Pilot(s) available for twelve-day coverage during mandatory availability period

(e) EO/IR Sensor Training:

(1) On-the-job training shall be conducted by the contractor subject matter expert on the operation of the EO/IR Sensor and integration of the mission display within the first 30-day period of the MAP or other task order start date.

(2) Training provided shall consist of approximately 40 hours of ground instruction. This training is a part of the sensor system price and will not be paid separately under the contract.

(3) The trainer shall only function within the scope of a proficient Sensor Operator (SO) providing instruction to government employees to achieve the same level of Sensor Instructor (SI) proficiency.

(4) The trainer shall update all system operation documentations, applicable field manuals, and troubleshooting guides to reflect the mission Concept of Operations and fully reflect the mission training required for all current and future agency SO’s to perform the mission.

EXHIBIT 11 - TANK SPECIFICATIONS (B.4(d)(7), B.4(d)(18), B.15(e))

One (1) externally/internally mounted, fixed suppressant/retardant delivery tank. With a capacity commensurate with the maximum related lifting capability of the helicopter equipped with the tank at sea level on a standard day (calculated capacity), meeting or exceeding the following specification:

NOTE 1: For Tank Operations reference B.15(e)(4).

NOTE 2: There will be NO on-board mixing of wildland fire chemicals on USFS-owned, contracted, chartered or leased aircraft, unless otherwise operating under the contracted service found in Exhibit 13, Water Enhancer On-Board Injection / Mixing Equipment for Tanked Helicopters.

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

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

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

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

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

(2) Venting:

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

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

(3) Fill Port(s) (Not required for hover draft operations.)

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

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

(4) Controls (all controls for tank system shall be labeled as to function):

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

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

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

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

Emergency systems dependent on pre-charged bottles shall have a positive means of checking system charge during preflight.

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

(5) Certifications:

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

(ii) The tank being offered and installed in aircraft shall be filled to tank calculated capacity via snorkel in no more than 90 seconds at sea level on a standard day.

(iii) All tank data shall be submitted in the form below and validated by the USFS prior to award.

(6) For Type 2 and Type 3 helicopters:

(i) Fixed Suppressant / Retardant Tank must be manufactured with an opening that allows use of the cargo hook for external load operations while tank is attached.

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

(7) For Type 2 Standard Category helicopters:

(i) Snorkel will be removable.
(ii) Snorkel assembly will be STC'd or FAA Field approved to allow for personnel transport with the snorkel in the stowed position during daytime operations.
(iii) Tank controls shall be installed to allow the aircraft to be piloted from the left seat for all tanked operations.

(8) For Type 1 helicopters:

(i) Tanked aircraft will display the last three numbers/letters of the aircraft registration on both sides of the aircraft. Numbers/letters will be high visibility/contrasting colors and a minimum 32 inches high and 5 inches wide. Number placement on the aircraft sides should give high consideration to visibility from the ground. If there is a duplication in Aircraft Identifier for substitute aircraft and/or if a fixed external tank is replaced or moved to a different airframe, contact your CO for direction.

Example: N282CL will display 2CL

(ii) All other tank numbers (ex: 700 series) must be removed from aircraft when hired on this contract.

Tank and Pump Data Form				
System	**Requirement**	**YES**	**NO**	**Contract Ref.**
Marking	Does the tanked aircraft display the proper 32" high and 5" wide 3 digit format?			B.4(d)(19)(i)
Doors	***Doors*** : Are the doors designed to minimize the frontal area of the retardant column?			Exhibit 11(a)(1)(i)
	Doors : When fully opened, do the doors appreciably deflect the retardant?			Exhibit 11(a)(1)(ii)
	Doors : Are the tank doors leak proof? 1/2 gallon or less in a 24-hour period.			Exhibit 11(a)(1)(iii)
	Doors : Are the doors closable in flight?			Exhibit 11(a)(1)(iv)
Venting	***Venting*** : Is the tank vented so that no more than .25 psi negative pressure will be created in the tank head space?			Exhibit 11(a)(2)(i)
	Venting : Does the tank vent leak during filling or normal flight maneuvers?			Exhibit 11(a)(2)(ii)
Fill Ports	***Fill Ports*** : Are there 3" Kamlock® male fittings on the right and left side of the aircraft?			Exhibit 11(a)(3)(i)
	Fill Ports : Do the fill ports leak or overflow during ground ops?			Exhibit 11(a)(3)(ii)
Controls	***Controls*** : Are all controls labeled as to function?			Exhibit 11(a)(4)
	Controls : Is the door open switch the same switch that opens the bucket? Shall be the same switch?			Exhibit 11(a)(4)(i)
	Controls : Is the door close switch the same switch that closes the bucket? If not, does it comply with STC?			Exhibit 11(a)(4)(ii)
	Controls : Is the emergency dump system independent from the normal sys and capable of dropping entire load in less than 6 sec?			Exhibit 11(a)(4)(iii)(iv)
	Controls : Is the emergency dump control positioned within easy reach of the PI and SIC and wired to an isolated source?			Exhibit 11(a)(v)
Certifications	***Certifications*** : Does weight & balance show Tank Full, Tank Empty, Tank Removed, All remaining within CG?			Exhibit 11(a)
	Certifications: Does the installed tank fill to calculated capacity via snorkel pump in no more than 90 seconds at sea level on a standard day?			Exhibit 11(a)

Tank and Pump Data:
Tank Capacity:_____gallons
Snorkel Pump GPM: _____

Remarks:

EXHIBIT 12 – SUPPLEMENTAL HOIST REQUIREMENTS

The following additional requirements apply to contracts and task orders that require Hoist capability. The USFS will only consider Hoist systems STC'd for Human External Cargo (HEC). Contractors shall be certificated for Part 133 Class D operations for the performance of Hoist operations.

(a) **CONTRACTOR FURNISHED HOIST REQUIREMENTS:**

(1) FAA STC'd external mounted hoist with a minimum of 280' of cable
(2) FAA STC'd Fast rope/rappel anchor point integrated into hoist bracket minimum capacity 300 pounds
(3) Minimum Hoist lift load of 600 pounds
(4) Hoist shall be capable of high fleet angle allowing hoist operation in high winds or other circumstances requiring an off-angle lift
(5) Single point payout
(6) Continuous Operational duty cycles
(7) Night vision compatible controls
(8) Cable length display
(9) Priority hoist controls for pilot
(10) Pendant lighting caution indicators
(11) Aft cabin emergency cable cut
(12) Cockpit pilot emergency cable cut
(13) Handheld emergency cable cutter

(b) **ADDITIONAL REQUIREMENTS:**

(1) Hardpoint(s) for spotter tether attachment (Fall Prevention Device) of at least 2500 lb. minimum strength.
(2) Aircraft shall have the ability to fly with the appropriate doors secured or locked in the open position for sliding doors. OEM Kit or Supplemental Type Certificate. Spring keepers, original type design or FAA approved commercially available STC.

(c) **PILOT REQUIREMENTS:**

(1) The pilot shall be approved (carded) and current for Hoist Operations.
(i). Currency Requirement: Have conducted 5-hoist operations within the previous 30 days.
(2) The pilot shall have completed training in accordance with the Hoist Operations Plan.

EXHIBIT 13 - WATER ENHANCER ON-BOARD INJECTION / MIXING EQUIPMENT for TANKED HELICOPTERS

The use of water enhancers mixed using on-board injection systems is not permitted on federally contracted aircraft or on federal lands unless identified by the assigned contract to include Exhibit 13 as applicable.

All use of on-board injection operations must be in accordance with agency policy. The water source for these operations may be limited to dip tanks operations with use of natural water sources to be

approved on a case-by-case basis.

Acceptable Water Enhancer mix ratios shall be based off of the USDA Forest Service Water Enhancer Qualified Product List (QPL) found at: https://www.fs.fed.us/rm/fire/wfcs/

A post award visit will be conducted at the vendor's facility to discuss On-Board Injection Operations. Due to the developmental nature of this program, subsequent quality assurance, evaluations of drop patterns/effectiveness, verification, and oversight is to be expected prior to and during the contract period.

Water Enhancer On-Board Injection / Mixing Equipment for Tanked Helicopters
The system (concentrate tank, a pump, connecting hoses and plumbing, injection apparatus into water tank, electronic controller, etc) shall be FAA STC'ed for the offered helicopter and shall mix and deliver the proper amount of concentrate in a means to adequately homogenize the product with water before it is released from the aircraft.

1) Installation shall be by FAA STC for the make/model of helicopter offered and include the following:
   a) Containment - Any unit mounted inside the helicopter shall have a containment vessel around the pumping and concentrate storage supply. The containment vessel shall be able to hold 125% of the concentrate supply. The discharge hose and fittings shall be able to withstand two times the rated maximum pressure output of the pump. Any discharge hose that is inside the cabin shall have a containment sleeve of clear hose to check for leaks.
   b) Restraint - The water enhancer pumping unit and containment vessel shall be affixed to the helicopter in a fashion to prevent injury to any occupants. The design shall meet the maximum inertia forces specified in 14 CFR 29.561(c)
   c) Compatibility - The hose used to carry the concentrate shall be compatible with all water enhancer products and routed in a manner that will not interfere with flight controls.
   d) Tank Capacity: Unit shall be capable of delivering the highest percentage of water enhancer approved per QPL for a duration of 2.0 hours of flight at a 10-minute turn rate (a total of 12 fills).
   e) Controller Operation: The system shall be automated to the point where the pilot has one control to operate. Once the control is set for flow rate, there shall be no further adjustment necessary to the unit to deliver the flow rate selected.
   f) System Flow Rate: The system shall be capable of dispensing a variable amount of concentrate, in flight, to achieve a mixture ratio ranging from 0.1 to 1.0% by volume in 0.1% increments.
   g) Concentrate Loading: Servicing of the tank and injection system shall not exceed the average refueling time. Loading operations are to be performed by Contractor personnel only.
   h) The system must demonstrate that mixing and blending IAW manufacturer's instructions of concentrate into water is achieved within 90 seconds after injection. Clumping of the product is not acceptable.
   i) Water Enhancer Concentrate: No co-mingling of different water enhancer concentrates shall occur. If a concentrate product change is necessary and or requested by the Government, all equipment associated with the water enhancer delivery process shall be cleaned to manufacturer specifications and documented in the daily diary prior to commencing the use of a new product.
   j) Qualified Water Enhancers Products, mix ratios, and application systems can be found at:

Wildland Fire Chemical Systems (WFCS) https://www.fs.fed.us/rm/fire/wfcs/

2) Quality Assurance:

a) Vendor shall provide a tank sample totaling 1 quart for every 32 hours of flight. Samples shall be mailed to WFCS within 24 hrs of taking the sample.

b) Vendor shall provide proportioner/ injection documentation along with gallons delivered at the end of every shift for which water enhancer was utilized. The documentation shall be verified by the vendor's agency supervisor on the incident.

ATTACHMENT 1 - FIRST AID KIT AERONAUTICAL (B.4)

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

Item Description	Passenger Seats (0 – 9)	Passenger Seats (10 – 50)
Adhesive bandage strips (3 inches long)	8	16
Antiseptic or alcohol wipes (packets)	10	20
Emergency trauma dressing, 4-inch x 2 feet	2	4
Triangular bandage, 40-inch (sling)	2	4
Roller bandage, 4-inch x 5 yards (gauze)	2	4

Adhesive tape, 1 inch x 5 yards (standard roll)	1	2
EMT trauma shears 5 1/2 inches	1	1
Body Fluids Barrier Kit:	1	1
▪ 2-pair of latex gloves		
▪ 1-face shield		
▪ 1-mouth-to-mouth barrier		
▪ 1-protective gown (optional)		
▪ 2-antiseptic towelettes		
▪ 1-biohazard disposal bag		
Combat Application Tourniquet (CAT) (optional)		

NOTE: Splints are recommended if space permits.

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

ATTACHMENT 2 - SURVIVAL KIT AERONAUTICAL (LOWER 48) (B.4)

The contents shall be available for inspection and include the following minimum items:

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

Suggested Survival Kit Items Dependent Upon Terrain and Climate:

Item	Item
Container w/carrying Handle or Straps	Individual First Aid Kit
Large Plastic Bags	Signal Panels
Flashlight with Spare Batteries	Hand Saw or Wire Saw
Collapsible Shovel	Sleeping Bag (1-per two occupants)
Survival Manual (Arctic/Desert)	Snowshoes
Insect Repellant	Axe or Hatchet
Insect Head net (1-per occupant)	Collapsible fishing pole with an assortment of fishing tackle such as hooks, flies, lines, sinkers, etc.
Personal ELT	Sunscreen

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

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

ATTACHMENT 3 - ALASKA SUPPLEMENT

The following provisions shall apply when operating in Alaska. Upon arrival to Alaska an inspection will be conducted to ensure compliance.

(a) Contractor's Operations Specifications must authorize and permit operations in Alaska.

(b) Aircraft Additional Equipment for Operations in Alaska:

(1) For Type 2 & 3 helicopters - One set of approved Tundra Boards or Snow Pads with accompanying FAA certification.

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

(3) Personal Tents and sleeping bags for the aircraft's crew for use in field camp environments.

(4) Type 2 Bell Mediums - When requested by the government one 90-gallon auxiliary fuel tank shall be installed. The auxiliary fuel tank shall have a FAA approved STC authorizing use while transporting passengers. If the auxiliary fuel tank is installed in a baggage compartment, a baggage restraint system shall be provided to allow use of the space adjacent to the internal fuel tank. The additional weight of the auxiliary tank will not adversely affect the performance specification.

(5) Survival kit:

All aircraft operating in Alaska will carry survival equipment. In addition to Attachments 1 and 2, survival kits for Alaska operations will contain at least the additional following items and additional items required by local regulation as is appropriate for local climate and terrain conditions.

The minimum additional equipment to be carried during the summer months:

Item
Ax or hatchet (1) and knife (1)
Candles (5)
Mosquito repellant containing minimum 40% DEET
Mosquito head net for each occupant (1)
Food - each occupant (sufficient quantity to sustain life for one (1) week)
An assortment of fishing tackle such as hooks, flies, lines, sinkers, etc.
Personal Locator Beacon (PLB)

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

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

(c) Government Furnished Fuel – When operating in Alaska

(1) Aircraft may only receive fuel from approved vendor, cooperator, or federal fuel service vehicles, tanks, and remote fuel systems, and/or airport fixed base operators (FBO).

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

(3) The filtration system shall include a unit which accomplishes water separation with positive shutoff. The size of the filtration system unit shall be compatible with pump size. One acceptable three-stage unit is FACET part number 900443-GNG-210. If this FACET model is used, the third stage monitor should be a Facet part number GNG -210 or Velcon CDF-210P which is rated to 10 GPM. Also acceptable are Velcon Spin on Filter part number 40501SPP, rated to 10 GPM; or Velcon VF-31E with 1 micron cartridge element, part number ACO-21001P, rated to 15 GPM. All filtering components shall be changed annually or sooner if needed, and the date of the change shall be placarded on the canister.

(4) Two complete sets of spare filters shall be furnished by the Contractor.

(d) Flight Time

(1) Flight time shall be paid at the wet flight rate unless fuel is provided by the government. Flights conducted with government provided fuel shall be paid by utilizing the dry rate specified in IBS. The dry flight rate will be established between the government and contractor prior to commencing operations in Alaska and formalized through a contract modification.

(A) The cost of fuel purchased and provided by the Contractor in lieu of Government-furnished fuel while operating in Alaska will be reimbursed to the Contractor.

(B) The Contractor shall not charge any fuel acquired under this contract directly to the Government while receiving wet rate payment. All fuel not furnished by the Government must be purchased by the Contractor. Fuel purchased by the contractor shall be recorded as a line entry (i.e., date, fuel charge, dollar amount, and use applicable pay item code). The line-item entry shall be supported by paid, legible, itemized invoices from the supplier.

A fuel servicing vehicle and driver are not required. The below contract provisions are not applicable when operating in Alaska. The Government will furnish, transport, and store all aircraft fuel required at no expense to the Contractor.

Attachment 6, Fuel Servicing Vehicle Equipment Requirements

B.24(i) Fuel Servicing Vehicle Driver Duty Limitations

B.25 Relief Crew – Fuel Servicing Vehicle Driver only

C.19 Fuel for Fuel Transportation

ATTACHMENT 4 - RESTRAINT SYSTEMS CONDITION INSPECTION GUIDELINES (B.4(d)(8))

(a) All helicopters shall have seat belts for all seats. One set of individual lap belts and shoulder harness for each occupant IAW the applicable Type below:

(1) FAA-approved double-strap shoulder harness with automatic or manual locking inertia reels for each front seat occupant. Shoulder straps and lap belts shall fasten with one single-point, metal-to metal, quick-release mechanism. Standard factory shoulder harnesses are acceptable for Aerospatiale and Bell transport category helicopters. Military style harnesses are acceptable unless otherwise specified below.

(2) Type 1 Helicopters Approved for Passenger Transport: FAA approved shoulder harness (either single diagonal strap with inertia reel or double-strap with inertia reel) for each aft cabin passenger position. Shoulder harness straps and lap belts must fasten with a single-point, metal-to-metal, and a quick-release mechanism and shall be the same configuration in all passenger seats.

(3) Type 2 Helicopters (Standard Category): FAA approved shoulder harness (either single diagonal strap with inertia reel or double-strap with inertia reel) for each aft cabin passenger position. Shoulder harness straps and lap belts must fasten with a single-point, metal-to-metal, and a quick-release mechanism and shall be the same configuration in all passenger seats.

(4) For Type 3 Helicopters: FAA approved shoulder harness (either single diagonal strap with inertia reel or double-strap with inertia reel) for each aft cabin passenger position. Shoulder harness straps and lap belts must fasten with a single-point, metal-to-metal, and a quick-release mechanism and shall be the same configuration in all passenger seats.

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

(A) An OEM installation

(B) STC'd

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

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

(6) Installations substantiated to the requirements 14 CFR Part 29 are most desirable. All data pertinent for these installations shall be available for review by the USFS prior to contract award. Installations of a seat, seat belt or shoulder harness are not acceptable as a minor alteration. Seatbelt and shoulder harness installations should follow the guidelines and best practices of FAA Advisory Circular (AC) 21-25B and 21-34. Field Approvals based on previously approved installations must match Make and Model. Field Approvals using previously approved "generic" Field Approvals are not acceptable, i.e. a

Field Approval for a Bell 212, based on a previously approved similar installation for an S-58, would not be acceptable.

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

Federal Aviation Regulations provide minimum inspection guidance, other than to state, that mildew and fraying may render the restraint system not airworthy, and that suspected webbing should be tested for tensile strength. The tensile strength requirement for a single person system is 525 pounds (most systems are rated at 1,500 pounds).

Unacceptable Condition Criteria:

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

References:

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

ATTACHMENT 5 - HIGH VISIBILITY MARKINGS ON AIRCRAFT AND MAIN ROTORBLADES (B.4(d)(16))

Paint scheme shall be of at least two contrasting colors. Military or other low visibility paint schemes alone are unacceptable. Viewing from the side 30% of the fuselage color shall contrast in relation to traditional vegetative color qualities (Brown, Green, Gray).

Main Rotor Blades:

a. Starting at the blade tip, paint the first 1/6th of blade length with gloss white. Paint the second 1/6th of blade length with a contrasting color. Paint third 1/6th of blade length with gloss white. Paint next 1/3rd of blade length with a contrasting color. Paint remaining 1/6th of blade length with gloss white. Known contrasting colors to White have been Orange or Black. Repeat on remaining blades.

White	Contrasting	White	Contrasting	White	HUB
1/6	1/6	1/6	1/3	1/6	

b. One black and one white blade.

Paint Schemes:

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

(b) Marked “FIRE” in 8 to 12-inch letters on the underside of the aircraft to be visible from the ground with or without tank installed.

(c) If awarded to a Region 5 contract line item, aircraft will be marked “H5XX” in 8-to-12 inch letters on the underside of the aircraft to be visible from the ground with or without tank installed. See following list for H-number specific to CLIN:

Location	Heli Type	H number
CA-KNF / Scott Valley	Type 2	H-502
CA-KNF / Happy Camp	Type 3	H-503
CA-SHF / Lewiston	Type 2	H-506
CA-LNF / Chester	Type 2	H-510
CA-PNF / Quincy	Type 2	H-512
CA-TNF / Nevada City	Type 2	H-514
CA-ENF / Pollock Pines	Type 2	H-516
CA-STF / Cold Springs	Type 2	H-517
CA-SNF / Trimmer	Type 2	H-520
CA-SQF / Springville	Type 2	H-522
CA-SQF / Kernville	Type 2	H-523
CA-INF / Independence	Type 3	H-525
CA-LPF / Arroyo Grande	Type 2	H-527
CA-LPF / Santa Ynez	Type 2	H-528
CA-LPF / Frazier Park	Type 2	H-530

CA-ANF / Lancaster (Night)	Type 1	H-531
CA-ANF / Lancaster	Type 2	H-532
CA-BDF / Sky Forest	Type 2	H-534
CA-BDF / Keenwild	Type 3	H-535
CA-CNF / Ramona	Type 2	H-538
CA-R05 / McClellan	Type 3	H-507
CA-R05 / McClellan	Type 3	H-509
CA-ANF /Lancaster	Type 3	H-508

ATTACHMENT 6 - FUEL SERVICING EQUIPMENT REQUIREMENTS

(a) General:

(1) An approved fuel servicing vehicle (FSV) (truck and/or trailer) shall be provided with each helicopter. The FSV shall be inspected annually and possess current USFS or DOI-OAS inspection documentation.

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

(3) Fuel tank/chassis combinations must meet DOT requirements.

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

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

(6) The fuel servicing vehicle tank capacity shall be sufficient to sustain 8-hours of flight (14-hours of flight when the aircraft is doubled crewed and required in the Schedule of Items). Barrels are not acceptable.

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

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

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

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

(11) FSV shall have deadman controls designed to allow operation while wearing gloves and be held for the time needed. A pistol grip deadman device at the end of the nozzle or an electronic control to stop the pump is acceptable.

(12) FSV shall have most current version of the Emergency Response Guidebook (ERG) on FSV either electronic or hardcopy.

(b) Equipment:

(1) Each FSV shall have two fire extinguishers, with one fire extinguisher mounted on each side. Extinguishers shall comply with NFPA 10 Standards for Portable Fire Extinguishers and each shall have a minimum rating of 40-B: C or 40-Purple K. Fire extinguishers with an A rating will not be acceptable.

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

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

(a) Aircraft fueling hose shall be removed from service after 10 years from date of manufacture.

(b) Aircraft fueling hose not placed into service within 2 years of the date of manufacture shall not be used.

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

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

(6) Fuel servicing vehicle shall have adequate bonding cables.

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

(8) All tank inlet ports, sump drains, and the fuel nozzle must be locked closed or stored inside locked compartments when not in use to preclude tampering, contamination, or improper drainage of the fuel supply.

(c) Markings:

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

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

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

(d) Filtering System (Three-Stage or Single-Stage is acceptable):

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

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

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

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

Fueling systems shall use a three-stage system such as a Facet Part Number 900442-GNG-220 for 20 gallon-per-minute (gpm) pump, or equal. A Facet Part Number 900443-GNG-210 for a 10 gallon-per-minute pump, or equal. An acceptable third-stage (monitor) unit is Velcon CDF-220 Series for 20-gpm flow or Velcon CDF-210E for 10 gpm systems.

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

Fueling systems shall use a single element system such as a Velcon filter canister with Aquacon cartridge of a size compatible with pumps flow rate. Example: Velcon VF-61 canister with an ACO-51201C cartridge.

(6) Differential pressure gauge(s) shall be installed and visible to the fueler during fueling operations.

(e) Fuel Servicing:

(1) General

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

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

(iii)The contractor shall ensure that they are in compliance with 40 CFR Part 112: Oil Pollution Prevention; Spill Prevention, Control, and Countermeasure Plan Requirements (SPCC). An SPCC plan is required for each fuel service vehicle used on this contract regardless of bulk storage container (tank) size.

(2) Rapid Refueling- Required for all EU items

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

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

(B) Open Port. This method of refueling allows flammable fuel vapors to escape. Open port nozzle Emco Wheaton Model G457 or equivalent is the preferred open port method.

(ii) Rapid refueling of helicopters is permitted IAW NFPA 407 and the contractors approved rapid refueling plan. Rapid refueling authorization shall be annotated on the approval card. At a minimum the following requirements will be met:

(A) Rapid refueling is requested by the Government.
(B) The aircraft must be shut down after 4 hours of flight (Hobbs) time or 2 fuel cycles (whichever occurs first) in order to provide a break to the pilots.
(C) Personnel providing onsite fire protection are briefed on the Contractor’s rapid refueling procedures.
(D) Government personnel shall not refuel Contract aircraft unless the pilot requests Government assistance due to an emergency situation or when the Government provides the fuel servicing system and dispensing personnel.
(E) The hose shall be at least 50 feet in length, minimum of ½ the rotor diameter plus 20 feet for rapid refueling.

(F) No passengers may be on board during fueling operations.
(G) A copy of the contractors approved rapid refueling plan must be kept with FSV.

(f) Fuel Quality Control Procedures:

Compliance with fuel quality control requirements is the responsibility of the contractor.

(1) Daily

Note 1: Individual clear glass one-quart jars will be used for each sample port. Sample jars will be marked for each sample port and will be retained until the next sample is taken.

Note 2: After three consecutive samples from any port are taken without a clean sample, the FSV will be removed from service. An interagency FSV inspector must return the FSV to Contract Availability.

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

(ii) Sample all filter/separator drain valves and check for contaminants.

(iii)Sample from open port fuel nozzle (downstream from filter). Any visual contaminates are not acceptable.

(2) During Helicopter Fueling Process

(i) Check sight gauge for water, if equipped

(ii) Visually monitor FSV for leaks.

(iii) Monitor differential pressure reading.

(3) Weekly

(i) With pump operating, pressure flush filter assembly. Continue flush operation until sample is clear, clean, and bright.

(ii) Sample from closed circuit nozzle for contaminants.

(iii)Check condition of covers, gaskets, and vents.

(iv) Inspect all fire extinguishers for broken seals, proper pressure, and recharge date. Replace as necessary.

(v) Inspect hoses for abrasions, separations, or soft spots. Weak hoses will be replaced.

(4) Record Keeping. (Records shall be kept with the FSV) The fuel handler shall keep a record containing the following information: (as a minimum)

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

(A) Nozzle

(B) Filter Sump

(C) Tank Sump

(ii) Differential pressure

(iii) Filter change (reason & date)

(iv) Record of source, location, when and quantity of fuel loaded into FSV

(v) Reserved

(g) P25 Digital VHF-FM Mobile Radio

(1) A P25 Digital VHF-FM two-way mobile radio, with a matched broadband antenna (STI-CO ROOF-FT-NITI (cut to 165 MHz), PCTEL (B)MWV136S, PCTEL MWV1322(S) (cut to 152-174 MHz), or equivalent),), shall be installed in the fuel-servicing vehicle**.** The radio shall provide selection of analog narrowband (12.5 kHz) and P25 Digital narrowband (12.5 kHz), channel spacing on each channel operating from 150 MHz to 174 MHz. The radio shall be frequency-synthesized, equipped with a CTCSS sub-audible tone encoder having a minimum of 32 selectable tones meeting the current TIA/EIA-603 standard, and develop a minimum of 30 watts nominal output power.

(2) Transceivers shall be set to operate in the narrowband mode unless local requirements dictate otherwise. All radios must have the ability to be programmed in the field by the radio operator without the aid of a computer or the services typically found in a radio shop.

(3) The use of an approved VHF-FM portable radios with suitable output power booster unit is permissible.

(4) Approved P25 digital radios are listed at http://www.nifc.gov/resources/NIICD/niicd-documents.html..

NOTE: It is highly recommended that a programming “cheat sheet” accompany the fuel servicing vehicle.

ATTACHMENT 7 - OPERATIONS AND SAFETY PROCEDURES GUIDE FOR HELICOPTER PILOTS

It is important for Contract pilots to be familiar with the Contract specifications. Contact a USFS Pilot Inspector for the most current version of the operations and safety briefing guide. Pilot operational briefings will emphasize the following areas:

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

ATTACHMENT 8 - ANNUAL LONG-LINE AND SNORKEL/FIXED TANK COMPETENCY CHECK (B.18(f)(1))

A. An annual long-line and snorkel/fixed tank competency check is required to meet the terms and conditions of the contract. Successful completion of the competency check indicates the pilot has demonstrated adequate skills and knowledge to perform contract services. A competency check is required to be demonstrated for the special-use missions that the company is seeking approval. If approval is sought for both long-line and snorkel/tank, then both must be demonstrated.

B. The *Interagency Helicopter Pilot Practical Test Standards* (IHPTS) shall be used to assess pilot competency. Contact a FS inspector for the most current version.

C. Demonstration of competency shall be evaluated by a company check airman and endorsed by the company chief pilot.

D. For long-line (VTR) competency, the pilot shall meet the IHPTS standards for the following tasks:

(1) Long-Line (VTR) and

(2) Water/Retardant Delivery, (Bucket).

E. For snorkel/fixed tank, the pilot shall meet the IHPTS standards for the following task:

(1) Water/Retardant Delivery (Snorkel/Fixed Tank).

F. Verification Form. Information presented on this form shall be readily available and verifiable via pilot logbook entries, flight records, and/or other sources of official records.

Pilot Information	
Pilot Name (Print Last, MI, First):	Pilot Certificate (Type and Number):

Long-Line Competency Check				
Make/Model/Series	**Registration No.**	**Flight Time**	**Date Demonstrated**	**Check Airman Last Name**

Snorkel/Fixed Tank Competency Check				
Make/Model/Series	**Registration No.**	**Flight Time**	**Date Demonstrated**	**Check Airman Last Name**

Company Certification

I certify that the pilot listed above has met the interagency helicopter pilot practical test standard tasks for long-line (VTR), water/retardant delivery, and snorkel/tank; meets 14 CFR Part 133 crewmember training, currency and testing requirements; and has demonstrated a thorough knowledge of the company's rotorcraft-load combination flight manual.

Name of Company:	Name of Chief Pilot (Print Last, MI, First):
Signature of Chief Pilot:	Date Signed:

Revision 3/4/2022

ATTACHMENT 9 - HELICOPTER MAKE/MODEL/SERIES LIST

(a) This exhibit serves as a reference for use in determining pilot flight time experience, only. It does not compromise 14 CFR Part 61 or 135 pilot certification, competency, or currency standards.

(b) Groupings were developed based on similarities in weight, size, basic design, the number of engines, the type of rotor system, and any typing requirement. For typing, refer to Figure 5-88, *Pilot Certificate Aircraft Type Designations – Helicopter*, dated 09/28/2021, FAA Order 8900.1, Volume 5, Chapter 2, Section 19.

(c) Model. Flight time experience accrued in aircraft listed within a "Model" group may be used toward meeting the "make/model" flight time requirement.

(d) Series. Flight time experience accrued in aircraft listed within a "Series" group may be used toward meeting the "make/model/series" flight time requirement.

Make	Model	Series
Airbus	H125, AS350, AS355, EC120, H120, EC130, H130	H125, AS350
		AS355
		H120, EC120
		H130, EC130
	SA 315, SA 316, SA 318, SA 319	All
	SA330, AS332, H225	AS330
		AS332L1, AS332L2
		AS332C1e, AS332L1e
		H225
	BO105, H135, EC135, H145, EC145, UH-72, BK117	BO105
		H135, EC135
		H145, EC145
		UH72
		BK117
	AS365, EC155, H155, H160	AS365
		H155, EC155
		H160
AgustaWestland	AW109, AW119	AW109
		AW119
	AW139, AW169	AW139
		AW169
	AW189	AW189
	AW101	AW101
Bell	204, 205, 210, 212, UH-1, 214, 412 , 214	204, 205, 210, 212 single engine, 214B, UH1 single engine
		212 twin engine, UH1 twin engine
		412

		214ST
	206, 505	206
		505
	407	407
	429, 430	429
	525	525
Boeing	KV107, BV107, CH46	All
	BV234, CH47	All
MD Helicopters	369, 500, 520, 530, 600, OH6	All 369/500 (except 369F, 369FF, and 500N)
		369F and 369FF
	900, 902	All
Robinson	R66	R66
Sikorsky	S55T	S55T
	S58T	S58T
	S61, SH3	All
	S64, CH54	All
	S70, H60	S70A, S70C, H60
		S70M, UH60M, HH60M, HH60W
	S76	S76
	H53	H53
	S92	S92
Kaman	K1200	K1200

ATTACHMENT 10 - HELICOPTER SERVICES HOURLY FLIGHT RATES, FUEL CONSUMPTION, AND WEIGHT REDUCTION CHART

COMPANY	AIRCRAFT TYPE	FUEL CONSUMPTION (gal/hr)	May 16, 2022 HOURLY FLIGHT RATE ($/HR)	LOAD CALCULATION Weight Reduction (lbs)
AIRBUS:	SA 315B	58	$2,355.53	180
	SA 316B	58	$2,355.53	170
	SA 318C	45	$2,245.59	80
	SA 319B	45	$2,246.60	150
	AS 330J	179	$6,169.70	N/A
	AS 332L1	155	$5,538.19	550
	SA 341G	45	$2,189.65	170
	AS 350B	45	$1,456.39	130
	AS 350BA	45	$1,452.33	130
	AS 350B1	45	$1,455.38	160
	AS 350B2	45	$1,466.56	160
	AS 350B3	44	$1,446.61	175
	AS 350B3e/H125	44	$1,418.13	175
	AS 350D	38	$1,379.75	130
	AS 355F1	58	$1,729.05	140
	AS 355F2	58	$1,729.05	140
	AS 365N1	87	$2,825.46	275
	BO 105CBS	55	$1,824.78	180
	BK 117	77	$2,390.96	160
	EC 120	31	$1,059.02	NOT ESTABLISHED
	EC 130-B4	51	$1,464.26	NOT ESTABLISHED
	EC 135	64	$1,846.76	220
	EC 135-P2	64	$1,931.17	NOT ESTABLISHED
	EC 135-P3	64	$1,859.98	NOT ESTABLISHED
	EC 145	80	$2,353.20	220
	EC 145-T2/H 145	83	$2,318.49	220
	EC 155B1	95	$2,929.18	NOT ESTABLISHED
	EC 225	183	$5,631.19	650
BELL:	47/Soloy (Scott's)	23	$926.83	120
	204B	86	$2,359.04	200
	204 Super B	90	$2,394.12	200
	205A1	88	$2,334.88	260
	205 A1++	90	$2,352.42	260
	UH-1B	86	$2,317.34	N/A
	UH-1B Super	88	$2,334.88	N/A
	UH-1F	88	$2,397.93	N/A
	TH-1L	88	$2,334.88	N/A
	UH-1H (-13 engine)	88	$2,334.88	N/A
	UH-1H (-17 engine)	90	$2,352.42	N/A
	206BII	25	$1,079.63	100
	206BIII	27	$1,097.17	130
	206L1	32	$1,309.84	150
	206L3	38	$1,344.15	180
	206L4	38	$1,344.15	180
	210	90	$2,352.42	260
	212	100	$2,653.69	390
	212HP	100	$2,653.69	390
	212 Single (Eagle)	90	$2,469.37	260
	214B	160	$4,055.52	380
	214B1	145	$3,779.56	380
	214ST	133	$4,836.75	420
	222A	70	$2,915.36	NOT ESTABLISHED
	222B	83	$3,029.37	NOT ESTABLISHED
	222UT	83	$3,029.37	NOT ESTABLISHED
	407	44	$1,429.32	155
	407HP (Eagle)	44	$1,399.82	155
	412	110	$2,726.13	390
	412HP	110	$2,726.13	390
	412EPX	110	$2,751.56	390
	429	73	$1,960.27	N/A
	505	32	$1,007.79	130
BOEING:	BV 107/CH 46	180	$5,421.82	N/A
	BV 234/CH 47	405	$9,687.37	N/A
HILLER:	SL-3/4	20	$819.16	90
	H 1100B	22	$1,095.02	130
	UH 12/Soloy	23	$929.88	100
KAMAN:	H43F	85	$2,178.39	N/A
	K-1200/K-Max	86	$2,684.48	N/A
KAMOV:	KA-32	225	$5,922.24	NOT ESTABLISHED

LEONARDO	AW 119 KOALA	55	$1,670.20	230
HELICOPTERS:	AW 139	129	$3,553.81	335
	EH 101	211	$6,875.44	NOT ESTABLISHED
McDONNELL-	500C	23	$1,100.74	110
DOUGLAS:	500D/E	28	$1,144.58	120
	520N	32	$1,161.36	100
	530F	34	$1,322.30	120
	600N	41	$1,443.69	155
	900/902	69	$2,148.93	210
ROBINSON:	R 66	24	$870.51	130
SIKORSKY:	S 55T	47	$1,564.45	170
	S 58D/E	83	$2,546.30	N/A
	S 58T/PT6T-3	115	$3,252.04	400
	S 58T/PT6T-6	115	$3,252.04	460
	CH 53D	425	$9,404.10	N/A
	CH 54A/S 64E	493	$10,031.98	N/A
	CH 54B/S 64F	512	$10,198.60	N/A
	H 3/S 61 All Series	170	$5,632.11	550
	S 62A	70	$1,902.43	300
	S 70/UH 60	135	$5,382.11	550
	S 70/UH 60+	135	$5,497.03	550
	S 76A	88	$3,164.75	NOT ESTABLISHED
	S 76A+	96	$3,282.71	NOT ESTABLISHED
	S 76A++	92	$3,236.44	NOT ESTABLISHED
	S 76B	111	$3,287.13	NOT ESTABLISHED
	S 76C	92	$3,185.59	NOT ESTABLISHED
	S 76C+	88	$3,134.24	NOT ESTABLISHED
	S 76C++	94	$3,175.67	NOT ESTABLISHED
	S 92	178	$5,376.82	NOT ESTABLISHED
AVERAGE GALLON PRICE:		**JET FUEL:**	**$7.58**	

ATTACHMENT 11 - INTERAGENCY HELICOPTER LOAD CALCULATION (B.3, B.19(a)(3), B.15(a)(6), B.15(b)(2))

Vendors shall use Computed Gross Weight from Attachment 19 for Type 1 aircraft load calculations for submitting proposals (See Attachment 19 Computed Gross Weight). For field operations use current temperature and elevation for performance planning purposes.

An Out of Ground (OGE) power check will be performed for either the takeoff or landing, whichever is most restrictive. Refer to Tech Bulletin No. IATB 17-01, dated November 10, 2016. Bulletins can be found at: http://www.fs.fed.us/fire/av_safety/promotion/Technical_Bulletins/index.html.

Instructions:
A load calculation must be completed daily. A new calculation is required when operating conditions change (± 1000' in elevation or ± 5ºC in temperature) or when the Helicopter Operating Weight changes (such as changes to the Equipped Weight, changes in flight crew weight or a change in fuel load).

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

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

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

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

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

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

5. FUEL WEIGHT – Number of gallons onboard (with one decimal) X the weight per gallon (Jet A Fuel = 7.0 lbs/gal) rounded up to the next whole number.

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

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

7b. COMPUTED GROSS WEIGHT - For proposal purposes only, use the computed gross weight performance standards listed in Attachment 19 for Type 1 aircraft. The computed gross weight standard selected shall conform to the minimum performance standard as specified within the flight manual or flight manual supplement. Contact the contracting officer prior to proposal submittal when a helicopter or STC is not listed or the Attachment 19 performance calculation is assessed as an error.

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

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

10. GROSS WEIGHT LIMITATION – Enter applicable gross weight limit from Limitations section of the basic Flight Manual or the appropriate Flight Manual Supplement. This may be Maximum Gross Weight Limit for Take-Off and Landing, a Weight/Altitude/Temperature (WAT) limitation or a Maximum Gross Weight Limit for External Load (jettisonable). Limitations may vary for HIGE, HOGE and HOGE-J. Refer to Tech Bulletin No. 2011-03, dated September 14, 2011. Bulletins can be found at:
http://www.fs.fed.us/fire/av_safety/promotion/Technical_Bulletins/index.html

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

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

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

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

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

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

SECTION D
CONTRACT DOCUMENTS, EXHIBITS/ATTACHMENTS

INTERAGENCY HELICOPTER LOAD CALCULATION OAS-67/FS 5700-17 (11/03)				**MODEL** **N#**	
PILOT(S)				**DATE**	
MISSION				**TIME**	
1	**DEPARTURE**		**PA**	**OAT**	
2	**DESTINATION**		**PA**	**OAT**	
3	**HELICOPTER EQUIPPED WEIGHT**				
4	**FLIGHT CREW WEIGHT**				
5	**FUEL WT** (_____gallons X ___7___lbs per gal)				
6	**OPERATING WEIGHT** (3 + 4 + 5)				
		Non-Jettisonable		**Jettisonable**	
		HIGE	**HOGE**	**HOGE-J**	
7a	**PERFORMANCE REF** (List page/chart from FM)				
7b	**COMP GROSS WT** (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				**HazMat**	
MGR SIGNATURE				**Yes__ No__**	

ATTACHMENT 12 - HELICOPTER AND FUEL SERVICE TRUCK PRE-USE CHECKLIST (1/3)

		EU			CWN				
								Yes	No
Initial Hiring Agency	USFS		DOI		State		Reassignment		
Date		Vendor:			Contract #				
Departure Base			Start Hobbs			Arrive Hobbs			
Pilot(s)									
Primary Pilot **(PP)**					Relief Pilot **(RP)**				
Card Expire Date					Card Expire Date				
Last Day Off					Last Day Off				
Carded Missions (√)	**PP**	**RP**		**PP**	**RP**			**PP**	**RP**
Low Level recon			Rappel Ops			Vessel Landing			
Helitack/Pax trans			Cargo Letdown			ACETA Net Gun (All ACETA)			
External Ld (belly hook)			Snow Ops (deep snow)			ACETA Eradication			
H20/Retardant Delivery			Designated Pilot Trainer			ACETA Gathr/Captr (herding)			
Longline VTR (150')			"Trainee Only" Pilot			ACETA Darting/Paintball			
Snorkel VTR/Mirror			Short Haul LE/SAR			STEP			
Mountainous Terrain			Float Ops (fixed)			Hoist			
Aerial Ignite - PSD			Platform Ldng Offshore						
Aerial Ignite - Torch			Nite Vis Goggle Ops						
AIRCRAFT									
AC Make		**Model**			**Tail Number**				
Carded Missions (√)									
Pax & Cargo			Aerial Ignition			LongLine/Remote Hook			
Low Level Recon			Fire Suppress/Interagency			Rapid Refuel/Closed CI/Splash			
Cargo Only (Restricted Catagory)			Fire Suppress/Local			Air Attack			
External Ld (sling)			Water/Retard Bucket			Left Seat Ops			
Rappel			Fixed Tank						
Flight Manual									
			Charts				**Performance**		
Charts reviewed Y/N	A		B		C			Yes	No
AC equipped wgt				Base Yr: Y/N			Load Calc. complete		

ATTACHMENT 12: HELICOPTER AND FUEL SERVICE TRUCK PRE-USE CHECKLIST (2/3)

AIRCRAFT cont.					
Option yr(s) equipped wgt ref. B.3(b)(1)(iv)(B)					
Approved EFB Y/N			Approved MEL Y/N		
REQUIRED Helicopter Equipment Installed and Operative (CONSULT CONTRACT)					
ITEM	√	ITEM	√	ITEM	√
Seat Belt & Harnesses		Strobe Lights		Current Aeronautical charts (for area)	
Hi Vis paint-Main Rotor		Survival Kit		Current Contract on-board	
Required FM Radio(s)		Fire Shelter: Fire Shelter Training: documentation		*Current HazMat Guide/ Exemption/Revision/ERG	
Required AM Radio(s)		PFD (Personal Floatation Device)		Bucket 1 size	
Auxiliary Radio Adapter		First Aid Kit		Bucket 2 size	
GPS		Fire Extinguisher(s)		Anti-Theft Security Measures	
High Skid Gear		Cargo Hook		1	
Nine Pin Plug -Type 2 & 3		Convex Mirror		2	
*If Government furnished property, property receipt must be signed					
NOTES:					

Condition of Helicopter			
ITEM	yes	no	Document Inoperable or Damaged Equipment, not checked OK (Dents, Tears, Leaks, etc.)
Skin and Exterior			
Windows			
Doors			
Upholstery			
Cargo Compartment			
Skid/Wheels			
Fixed Tank			
NOTES:			

ATTACHMENT 12: HELICOPTER AND FUEL SERVICE TRUCK PRE-USE CHECKLIST (3/3)

MAINTENANCE				
Mechanic Name		**Card Expire Date**		
Logbook			**yes**	**No**
50/100-Hour, Progressive, or Other Inspection Program up-to-date				
Entries Indicating Damage to Aircraft				
Turbine Engine Performance Trend Analysis on board aircraft (Form HCM-5)				
Power Check Completed/Results documented/Results Satisfactory				
Fire Shelter(s) & Training Documentation				
Notes:				

FUEL SERVICE VEHICLE	
FSV Driver Name	
Beginning Odometer	

Required Service Vehicle Equipment Installed and Operative (Consult Contract: Attachment 6)				
ITEM	Yes	No		
Service Vehicle Inspection Card			Inspection Date	
Filter Change Date Placarded			Date Changed	
Fire Extinguishers(s)			Inspection Date	
Spare Set of Filters				
HAZMAT Marking and Placards				
Bonding Cables				
Fuel Quality Control Logs				
Spill Containment Kit/Absorbent Materials				
*Spill Prevention, Control, & Countermeasure Plan (SPCC)				
*Rapid Refueling plan				
Fire Shelter & Training Documentation				
Fuel Sample Jars				
Fuel Port Locking Devices				
***On-board Fuel Service Vehicle**				
Notes:				

SIGNATURES		
Government Representative-Signature	Print Name	Date
Vendor Representative-Signature	Print Name	Date

SECTION D
CONTRACT DOCUMENTS, EXHIBITS/ATTACHMENTS

ATTACHMENT 13 - PERFORMANCE REPORT

☐ U.S. FOREST SERVICE INCIDENT SUPPORT BRANCH 3833 S. DEVELOPMENT AVE BOISE, IDAHO 83705-5354 Phone 208-387-5665 Fax 208-387-5384	☐ U.S. DEPARTMENT OF INTERIOR IBC ACQUISITION SERVICES 300 E MALLARD DR SUITE 200 BOISE, ID 83706 Phone 208-433-5026 Fax 208-433-5030	**EVALUATION REPORT ON CONTRACTOR PERFORMANCE** **''''''CPARS Compatible Format''''''** ***SOURCE SELECTION INFORMATION*** ***NOT FOR PUBLIC RELEASE (see FAR 3.104 & 42.1503)***
	For Exclusive Use email to: ***SM.FS.eu_cpars@usda.gov***	***For Call When Needed email to:*** ***SM.FS.cwn_cpars@usda.gov***

AGENCY / USER		**CONTRACT NO.**	
ADDRESS		**CONTRACTOR**	
CITY / STATE/ ZIP		**PERIOD OF PERFORMANCE**	FROM / TO
CONTRACT COR		**LOCATION OF PERFORMANCE**	
PROGRAM TITLE	**AIRCRAFT FLIGHT SERVICES**: ☐ AIRPLANE ☐ HELICOPTER ☐AIR TANKER ☐ OTHER – specify		
	AIRCRAFT TYPE		
CONTRACT EFFORT DESCRIPTION *(check all that apply)*	☐ EXCLUSIVE USE ☐ CALL WHEN NEEDED		
	☐ FIRE MANAGEMENT ☐ RESOURCE ☐MAINTENANCE		
	☐ OTHER MISSION – specify:		

INSTRUCTIONS: This form can be completed on the computer or printed and completed by hand. Use the mouse to navigate. To check or uncheck a box, **'double click' the box**. If further direction is required on how to complete this evaluation or where to submit it, contact your Contracting Officer. Comment boxes are formatted to automatically wrap the entered text. Check the box that best describes the level in which the Contractor supported the area described. Comments are essential and must substantiate your rating selection. N/A = not applicable. If additional space is required, use page 2 of the form or attach additional page(s).

SEE PAGE 4 FOR EVALUATION RATINGS DEFINITIONS

1. Quality. Contractor was professional and conformed to contract requirements. Was capable, efficient and effective in supporting the programs of this contract. Provided well maintained equipment and highly qualified personnel.

☐ N/A ☐ Exceptional ☐ Very Good ☐ Satisfactory ☐ Marginal ☐ Unsatisfactory

COMMENTS:

2. Schedule. Contractor was prepared and available to begin work on contract start date and provided daily coverage during the contract period with little to no disruption or unavailability. Contractor kept COR informed of crew exchanges, maintenance issues, etc.

☐ N/A	☐ Exceptional	☐ Very Good	☐ Satisfactory	☐ Marginal	☐ Unsatisfactory
COMMENTS:					

3. Cost Control. How well does the contractor control operating costs? (Check N/A if this is a Firm Fixed price or Firm Fixed Price with Economic Price Adjustment contract)

☐ N/A	☐ Exceptional	☐ Very Good	☐ Satisfactory	☐ Marginal	☐ Unsatisfactory
COMMENTS:					

4. Management. Contractor and on-site representatives were professional, well qualified, and committed to customer satisfaction and safety of operations. Contractor provided necessary support for key personnel and if applicable, took necessary action to correct or replace any personnel.

☐ N/A	☐ Exceptional	☐ Very Good	☐ Satisfactory	☐ Marginal	☐ Unsatisfactory
COMMENTS:					

5. Small Business. How does the contractor support small business? (Check N/A unless this is a large business and a subcontracting plan is required)

☐ N/A	☐ Exceptional	☐ Very Good	☐ Satisfactory	☐ Marginal	☐ Unsatisfactory
COMMENTS:					

6. Regulatory Compliance. How well does the contractor comply with governing regulations such as the Federal Aviation Regulation or others.

☐ N/A ☐ Exceptional ☐ Very Good ☐ Satisfactory ☐ Marginal ☐ Unsatisfactory

COMMENTS:

7. Other – Safety. Contractor and on-site representatives attitude and efforts, as well as actual application, towards aircraft safety and general safety of operations?

☐ N/A ☐ Exceptional ☐ Very Good ☐ Satisfactory ☐ Marginal ☐ Unsatisfactory

COMMENTS:

8. Customer Satisfaction. Identify to what level you were satisfied with the services provided under this contract. If given the opportunity, would you hire this contractor again to accomplish a similar project? ☐ yes ☐ No

☐ N/A ☐ Exceptional ☐ Very Good ☐ Satisfactory ☐ Marginal ☐ Unsatisfactory

COMMENTS:

9. Other Areas:					
☐ N/A	☐ Exceptional	☐ Very Good	☐ Satisfactory	☐ Marginal	☐ Unsatisfactory
10. Other Areas:					
☐ N/A	☐ Exceptional	☐ Very Good	☐ Satisfactory	☐ Marginal	☐ Unsatisfactory
11. Other Areas:					
☐ N/A	☐ Exceptional	☐ Very Good	☐ Satisfactory	☐ Marginal	☐ Unsatisfactory
12. Other Areas:					
☐ N/A	☐ Exceptional	☐ Very Good	☐ Satisfactory	☐ Marginal	☐ Unsatisfactory
Additional comments to support your response to any item above or other items (will not be posted on CPARS website)					
Name, Title of Individual Completing this Form (include agency, phone and electronic address)					
Signature					

RATING	DEFINITION	NOTE
Exceptional	Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element being assessed was accomplished with few minor problems for which corrective actions taken by the Contractor was highly effective.	To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the Government. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also there should have been NO significant weaknesses identified.
Very Good	Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element being assessed was accomplished with some minor problems for which corrective actions taken by the Contractor was effective.	To justify a Very Good rating, identify a significant event and state how it was a benefit to the Government. There should have been no significant weaknesses identified.
Satisfactory	Performance meets contractual requirements. The contractual performance of the element being assessed contains some minor problems for which corrective actions taken by the Contractor appear or were satisfactory.	To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified.
Marginal	Performance does not meet some contractual requirements. The contractual performance of the element being assessed reflects a serious problem for which the Contractor has not yet identified corrective actions. The Contractor's proposed actions appear only marginally effective or were not fully implemented.	To justify Marginal performance, identify a significant event in each category that the Contractor has trouble overcoming and state how it impacted the Government. A Marginal rating should be supported by referencing the management tool that notified the Contractor of the contractual deficiency. (e.g. quality, schedule, business relations, management of key personnel, safety report or letter)
Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.	To justify an Unsatisfactory rating, identify multiple significant events in each category that the Contractor had trouble overcoming and state how it impacted the Government. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g. management, quality, safety, etc.)

ATTACHMENT 14 - DEPARTMENT OF LABOR WAGE DETERMINATION
DEPARTMENT OF LABOR WAGE DETERMINATION INFORMATION

This contract includes the Department of Labor (DOL) wage determination specified below. In order to reduce the size, the following information has been extracted from the wage determination listed below and identifies the occupation of service employees that would typically be employed on this type of contract. To receive the wage determination in its entirety, contact the issuing office.

DOL WAGE DETERMINATION NO. 1995-0222, REV. 53 DATED 02/04/2021

Area: Nationwide

Applicable Occupation:	Airplane Pilot	Minimum Hourly Wage: $31.61

DOL WAGE DETERMINATION NO. 1995-0221, REV. 52 DATED 02/04/2021

Area: Nationwide

Applicable Occupation:	Aircraft Mechanic II	Minimum Hourly Wage: $33.73
	Aircraft Mechanic III	Minimum Hourly Wage: $35.25
	Aircraft Mechanic Helper	Min. Wage: $24.73
	Truck Driver, Tractor Trailer	Min. Wage: $20.90

FRINGE BENEFITS REQUIRED AND APPLICABLE FOR THE OCCUPATIONS IDENTIFIED ABOVE

1. Health & Welfare:	$4.54 per hour or $181.60 per week or $786.93 per month
2. 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)
3. Holidays:	Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Juneteenth, 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)

ATTACHMENT 15 - CONTRACTOR'S VERIFICATION OF INDIVIDUAL HELICOPTER PILOT REQUIREMENTS AND EXPERIENCE FOR INITIAL INTERAGENCY APPROVAL (B.18(c)(9), B.11(i)(2))

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

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

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

The Contractor must ensure that a pilot who is presented for initial carding meets all requirements as outlined in the contract's Section B, Technical Specifications/Pilot Qualifications, after award. The Contractor must verify all pilot hours submitted on this form as determined from a certified pilot log or permanent record to ensure accuracy. In addition, the Contractor must identify previous employers and submit the information on this form. The information provided by the pilot on ***USFS Form FS-5700-20A 0r OAS Form 64B***, Interagency Helicopter Pilot Qualifications and Approval Record, prior to approval needs to be verified as accurate by the Contractor. The information submitted is subject to verification by an interagency pilot inspector.

Date(mm/dd/yyyy):

Company's name:

Pilot's name:

Pilot's total helicopter pilot-in-command hours (verified from pilot's logbook or permanent record):

Pilot's information and flight time/experience as submitted for initial carding on OAS-64B or FS-5700-20a verified as accurate? Check if yes: □

Previous Employers:

Previous Employer	Address & Telephone Number	Current Contact: Name & Telephone No.	Period Employed	Make/Model(s) Flown and PIC Hours in each
1.				
2.				
3.				
4.				

Helicopter Training Courses Completed:

Name of Course & Provider	Address & Telephone Number	Contact Name & Telephone No.	Date of Completion	Flight Hours Completed
1.				
2.				
3.				
4.				

Comments (use additional sheets if necessary):

Check one: **□Chief Pilot** **□Director of Operations** **□Other**

Print name: **Sign name:**

ATTACHMENT 16 – PILOT MENTORSHIP PROGRAM (B.18(h)(2))

(a) Scope. The pilot mentorship program is a USFS program to enable pilots to meet contract flight time and experience requirements as well as enhance operational experience and knowledge while exercising pilot control of the helicopter in the performance of mission tasks.

(b) General Program Requirements. The following provides the standards by which the contractor may exercise the mentorship program.

(1) The trainee may only exercise control of the helicopter under the mentorship of an approved (carded) pilot-in-command. The trainee may only operate helicopters for which the trainee has been approved and may only perform those special-use missions for which the trainer has been approved.

(2) The pilot mentorship program will be exercised on a not-to-interfere basis. This means that, where practical, a trainee pilot may perform special-use missions unless the government determines that the mission would be compromised due to safety concerns or operational concerns. These concerns may be, but are not limited to, the need of additional payload or time-on-station necessary to meet agency objectives; or that trainee pilot skills may not be adequate for the type of mission to be performed.

(3) Concurrence of approval between the PIC and Government representative must be gained prior to a trainee performing special use missions.

(4) Training may be suspended or terminated by the government at any time.

(5) Flights for the sole purpose of performing a FAR Part 61 flight review, or a Part 135 competency check, or an annual equipment check, or a pilot certification check is not authorized.

(6) The contractor is responsible for all travel, per diem, and wage expenses for the trainee pilot unless the trainee is serving as the contracted SIC for a helicopter that requires two pilots or otherwise specified within the contract. To restate, if the pilot is an extra person beyond that specified within the contract, then the contractor shall assume all costs for that extra person.

(7) The pilot-in-command's pilot approval card shall hold a Designated Pilot Trainer authorization. The pilot approval card will specify what missions and what aircraft the pilot is authorized to mentor and any approval limitations.

(8) The trainee pilot's approval card shall hold a Trainee Only pilot authorization. The pilot approval card will specify what aircraft the pilot is authorized to operate and any approval limitations.

(9) The contractor shall have an approved "Pilot Operational Training Plan." Approval is specifically granted, via approval letter, by the Forest Service National Standardization Pilot.

(10) The contractor shall readily have available the contractor's pilot operational training plan and the Forest Service's approval letter. These documents shall accompany each contractor crew module where the mentorship program is being exercised. Pilot trainee records shall also be readily available. These documents shall be presented upon government request.

(c) Company Requirements. The following provides the approval requirements associated with the implementation of the mentorship program:

(1) The company shall have an approved "Pilot Operational Training Plan." Approval is specifically granted, via approval letter, by the Forest Service National Standardization Pilot. The elements of this training plan are to include:

(i) The scope of the program.

(ii) The roles and responsibilities of the chief pilot, the trainer, the trainee and any other company personnel integral to the program.

(iii) The trainer qualification requirements.

(iv) The trainee qualification requirements.

(v) Safety management.

(vi) A ground training syllabus comprised of:
(A) All elements of the Operations and Safety Procedures Guide.
(B) Applicable portions of 14 CFR Part 61, 91, 133, 135, and 137.
(C) Company flight operations manual, operations specifications, and the rotorcraft load combination flight manual.
(D) Company's safety management system, flight risk assessment procedures, incident reporting procedures.
(E) All elements of contractual specification requirements and procedures.
(F) Crew resource management.
(G) Personal protective equipment requirements.
(H) Determination of payload (load calculation) and helicopter performance planning.
(I) Weight and balance and manifesting procedures.
(J) Airspace management and procedures for initial attack and extended attack.
(vii) A flight training syllabus comprised of:
(A) Lesson plans for the type of missions that will be performed.
(B) Mission competency checks for each special-use mission task the company will perform. Competency standards identified within the Interagency Helicopter Pilot Practical Test Standards (IHPPTS) shall be adhered to. The company may elect to add additional competency elements as well as enhance pilot competency standards that are more restrictive than the IHPPTS.
(C) Any additional lesson plans and competency checks that the company deems appropriate for the type of aircraft to be flown.
(viii) A training and records management process comprised of:
(A) Training management procedures, records management and procedures, and a training program review process.
(B) Archiving of training records and mission competency checks.

(d)Designated Pilot Trainer requirements: The following establishes the requirements to be approved (carded) as a designated pilot trainer:
(1) Meet the PIC requirements specified in the contract.
(2) Have held an interagency pilot approval card for 2 of the last 5 years for the aircraft in which training will be conducted.
(3) Meet any of the following
(i) Hold a current CFI certificate, or
(ii) Hold an Airline Transport Pilot certificate, or
(iii) Hold a designation as a company check airman or training pilot, or
(iv) Is designated by the FAA as the company's chief pilot or director of operations.
(A)The government reserves the right to conduct a flight evaluation prior to pilot approval.
(B) Pilot approval is only authorized for that company's pilot training program. Therefore, this qualification is not transferable to another company.

(e)Trainee Pilot requirements. The following establishes the requirements to be approved (carded) as a trainee pilot:
(1) The pilot shall meet the PIC general requirements specified within the contract with the following exception:
(i) For an aircraft that requires a type rating, a type rating is not required unless the aircraft is a Type 1 and will be transporting passengers.
(A) The pilot shall meet the flight time and experience requirements specified in the contract except where the following relief is provided:

(ii)The pilot shall have 1200-hrs PIC time, helicopter.
(iii)The pilot shall have 10-hrs PIC time in the make and model that approval is being sought.
(iv)For large helicopters (maximum certificated takeoff weight greater than 12,500 lbs) the pilot shall have 10-hrs PIC time in helicopters in that weight class.
(v)The pilot is not required to have the 50-hrs make and model mountain flying experience specified in the contract.

(A) The government reserves the right to conduct a flight evaluation prior to pilot approval.

(B) Pilot approval is only authorized for that company's pilot training program. Therefore, this qualification is not transferable to another company.

ATTACHMENT 17 - AIRCRAFT MECHANIC (HELICOPTER) QUALIFICATION FORM

U.S. Department of Agriculture – Forest Service

Contract No. _____

Name _____ Office Phone _____

Employer _____

FAA Certificates: Type _____ No. # _____ Date Issued _____

Total Years Experience as Mechanic (include military and foreign experience) _____

Total Years as an A&P Mechanic _____ Total Years' Experience working Helicopters _____

Record of Special Training (Factory Schools, etc.)

Name of Course	Location	Year Attended

Company Procedures Training (Ops Manual, GMM, etc.) Initial ☐ Recurrent ☐
Human Factors Training complete along with all other required training Applicant Initials

Record of Past Performance (Previous Three Years)

Dates	Location	Employer/Supervisor	Phone No.

Record of maintaining helicopters Under Field Conditions:*

Dates	Location (Designated Base)	Type of Contract	Type Helicopter

* "Field Condition" is defined as maintaining the helicopter away from the contractor's base of operations with minimal supervision.

I certify that the information listed by me on this form is true and correct summary of my aircraft maintenance experience. I have read the Maintenance Section of this contract, mechanic requirements and attest that I meet all the qualifications

_____ I certify I have not been previously denied a Mechanic's Card.
Initials

_____ _____
Date Mechanic Signature

_____ _____
Date Company Representative

(Inspectors Use Only)

Mechanic meets the Experience Requirements of the Contract and is approved to perform maintenance on:

Type and Model of Helicopter(s)	Type and Model Engine(s)

Date	for # of Years	Initials	Region	USFS Maintenance Inspector

ATTACHMENT 18 - WEIGHT AND BALANCE FORM (B.3, B.5(a)(16, 18, 21 & 22))

Form A: List of approved equipment (EXAMPLE)						**Date Weighed** 06/15/2021		**Date Weighed**	
Page	**A/C Make, Model, Series**	**Registration Number**			**Serial Number**	In A/C	ON 'C' Chart	In A/C	ON 'C' Chart
1 of 1	Bell 205A -1	N12345			66666				
Location and Description of Item		**Weight**	**Arm**	**Moment**	**Lat. Arm**	**Lat. Moment**				
Fuselage:										
Ballast		25.3	+ 8.5	215.1	+ 3.4	86	X			
Battery		52.5	+ 8.5	446.3			X			
Wire Strike kit upper and lower							O			
Pulse light kit							X			
Strobe							X			
Cargo Hook							X			
Cabin:										
Instruments										
Radios										
Automated Flight Following										
Seats										
Engine Deck:										
Rotor brake							X			
T-53 engine							X			
212 Rotor assy							X			
Tail:										
Fast Fin							X			
Strake Kit							X			
212 Tail Rotor Assy							X			
Strobe Light							X			
Removable Equipment:										
Fill Pump								C		
Rappel Kit								C		
Survival Kit								C		
First Aid Kit							X			
Fire Tank		395.2	+ 125	49400				C		

X: Item was on the aircraft at the time aircraft was weighed or is included in the basic weight
O: Item was off the aircraft at the time aircraft was weighed or is not included in the basic weight.
C: Item is on Form C when installed.

ATTACHMENT 18 - WEIGHT AND BALANCE FORM (B.3, B.5(a) (16, 18, 21 & 22)) (Continued)

Form A : List of approved equipment						**Date Weighed**		**Date Weighed**	
Page	**A/C Make, Model, Series**	**Registration Number**		**Serial Number**		In A/C	ON 'C' Chart	In A/C	ON 'C' Chart
Location and Description of Item		**Weight**	**Arm**	**Moment**	**Lat. Arm**	**Lat. Moment**			

X: Item was on the aircraft at the time aircraft was weighed or is included in the basic weight
O: Item was off the aircraft at the time aircraft was weighed or is not included in the basic weight.
C: Item is on Form C when installed.

ATTACHMENT 18 - WEIGHT AND BALANCE FORM (B.3, B.5(a) (16, 18, 21 & 22)) (Continued)

Form B : Aircraft Weighing Record (EXAMPLE)

Make, Model, Series	Registration Number	Serial Number	Date
Bell, 205A -1	N12345	55555	06/15/2021
Datum is	**Leveling Means**	**Weighing Procedures References**	**Scale Location**
7.60" aft of cabin nose	Plumb line from top of left main door frame	CFR, part 29 / OEM Maint. Manual chapter 8 / Type Certificate DS	Jack points

Scale Readings

Scale		Reading	Tare	Net Weight	Long. Arm	Moment	Lat. Arm	Moment
Left Front or Nose		1478	0	1478	+ 61.69	91177.8	- 30	44340
Right Front		1116	0	1116	+ 61.69	68846.1	+ 30	33480
Left Aft or Tail		1215	0	1215	+ 211.58	257069.7	- 30	36450
Right Aft		1974	0	1974	+ 211.58	417658.9	+ 30	59220
	Basic Weight		**Total**	5783	144.46	834752.5	2.06	11910

Fluids (Fuel & Oil and Etc.) at Time of Weighing

	Full	Defueled	Drained
Fuel		X	
Oil Engine	X		
Oil Transmission	X		
Oil Tail Gearboxes	X		
Hydraulic Fluid	X		

Notes

Oil and unusable fuel in basic weight

Items Weighed not part of Basic Weight

Item	Weight	Arm	Moment
Useable fuel (if full)	1457.5	+ 150.4	219208
Total (--)	1457.5		

Items not Weighed but part of Basic Weight

Item	Weight	Arm	Moment
Unusable fuel (if drained)	16.5	+ 144	3276
Total (+)			

Adjusted Basic Weight of Aircraft as Weighed				
			CG	**Moment**
Total Basic Weight of Aircraft as Weighed		5783	**Longitudinal EW. CG**	+ 144.46	834752.5
			Lateral EW CG	+ 2.06	11910

Aircraft Weighed By	Scales
Print Name :	Type :
Signature :	Serial Number :
Certificate Type and Number :	Calibration Date :
	Calibration Due:

ATTACHMENT 18 - WEIGHT AND BALANCE FORM (B.3, B.5(a) (16, 18, 21 & 22)) (Continued)

Form B : Aircraft Weighing Record

Make, Model, Series	Registration Number	Serial Number	Date
Datum is	**Leveling Means**	**Weighing Procedures References**	**Scale Location**

Scale Readings

Scale		Reading	Tare	Net Weight	Long. Arm	Moment	Lat. Arm	Moment
Left Front or Nose								
Right Front								
Left Aft or Tail								
Right Aft								
	Basic Weight		**Total**					

Fuel & Oil at Time of Weighing			
	Full	Defueled	Drained
Fuel			
Oil Engine			
Oil Transmission			
Oil Tail Gearboxes			
Hydraulic Fluid			

Notes

Items Weighed not part of Basic Weight			
Item	Weight	Arm	Moment
Total (--)			

Items not Weighed but part of Basic Weight			
Item	Weight	Arm	Moment
Total (+)			

			CG	Moment
Adjusted Basic Weight of Aircraft as Weighed				
Total Empty Weight of Aircraft as Weighed			**Longitudinal EW. CG**	
			Lateral EW CG	

Aircraft Weighed By	Scales
Print Name :	Type :
Signature :	Serial Number :
Certificate Type and Number :	Calibration Date :
	Calibration Due:

ATTACHMENT 18 - WEIGHT AND BALANCE FORM (B.3, B.5(a) (16, 18, 21 & 22)) (Continued)

Form C : Weight & Balance Running Total (EXAMPLE)

Make, Model, Series	Registration Number	Serial Number		Page Number
Bell, 205A -1	N12345	55555		1 of ?

Date mm/dd/yyyy	Description of Item	Weight Change						Current Total Equipped Weight		
		Added (+)			Removed (--)					
		Weight	Arm	Moment	Weight	Arm	Moment	Weight	CG	Moment
12/31/2009	**Aircraft as weighed**							**5783**	+ 144.46	+835412.2
7/15/2010	**Survival Kit**	50.5	+ 200	10100				**5833.5**		+ 10100.0
7/15/2010	**Rappel Mount kit**	38.2	+ 100	3820				**5871.7**		+ 3820.0
7/15/2010	**Sorenson Tank and Snorkel**	389.6	+ 125.5	48894.8				**6261.3**		+48894.8
7/15/2010	**Fire Shelter**	8.0	+ 70.6	564.8				**6269.3**		+ 564.8
7/15/2010	**Cleaning Supplies/Extra Oil**	20.0	+ 280.5	5610				**6289.3**		+ 5610.0
7/15/2010	**Ladder**	10.0	+ 285.4	2854				**6299.3**		+ 2854.0
7/15/2010	**Log Books**	7.0	+ 73.1	511.7				**6306.3**		+ 7022.5
7/15/2010	**Tool Box**	25.0	+ 280.9	7022.5				**6331.3**	+ 144.40	+914790.0

EXAMPLE

ATTACHMENT 18 - WEIGHT AND BALANCE FORM (B.3, B.5(a) (16, 18, 21 & 22)) (Continued)

Form C : Continuous History of Equipped Weight After Weighing

Make, Model, Series	Registration Number	Serial Number		Page Number

Date mm/dd/yyyy	Description of Item	Weight Change						Current Total Equipped Weight		
		Added (+)			Removed (--)					
		Weight	Arm	Moment	Weight	Arm	Moment	Weight	CG	Moment

ATTACHMENT 19 - COMPUTED GROSS WEIGHT TABLE FOR TYPE 1 AIRCRAFT (B.3(a), Attachment 11) - August 29, 2022

Aircraft	Line 7a: Performance Reference	Line 7a: Computed Gross Weight HOGE-J			Line 10: Limitations	Notes
		5,000/30 7,750 ft Density Alt	7,000/20 9,200 ft Density Alt	8,000/25 11,000 ft Density Alt		
S-58T	STC SR09584RC, PT6T-6, Max Take Off Power, 100% Nr, No Anti-Abrasion Strips	13,000 Fig 1-3, Flight Manual	12,100 Fig 2, STC	11,300 Fig 2, STC	13,000	Ref STC Fig 1 for internal Non-J Line 10 WAT Limits
S-58T	STC SR09584RC, PT6T-6, Max Take Off Power, 93% Nr, No Anti-Abrasion Strips	13,000 Fig 1-3, Flight Manual	11,600 Fig 1, STC	10,900 Fig 2, STC	13,000	Ref STC Fig 1 for internal Non-J Line 10 WAT Limits
S-58T	STC 4570NM, PT6T-6, Max Take Off Power, 93-100% Nr, No Ant-Abrasion Strips	13,000 Fig 1-3, Flight Manual	12,100 Fig 7-1-1A Sup 7	11,300 Fig 7-1-1A Sup 7	13,000	Ref STC Fig 1 for internal Non-J Line 10 WAT Limits
S-58T	STC 4570NM, PT6T-3, Max Take Off Power, 93-100% Nr, No Ant-Abrasion Strips	13,000 Fig 1-1, Flight Manual	12,100 Fig 7-1-1A Sup 7	11,300 Fig 7-1-1A Sup 7	13,000	Ref STC Fig 1 for internal Non-J Line 10 WAT Limits
S-58T	STC 4570NM, PT6T-3, Max Take Off Power, 93-100% Nr, With Ant-Abrasion Strips	13,000 Fig 1-1A, Flight Manual	12,100 Fig 7-1-1A Sup 7	11,300 Fig 7-1-1A Sup 7	13,000	Ref STC Fig 1 for internal Non-J Line 10 WAT Limits
K-1200	FMS No. 1, USFS Fire Fighting	11,400 Fig S1-1, S1-5, S1-11	11,300 Fig S1-1, S1-5, S1-11	10,300 Fig S1-1, S1-5, S1-11	12,000	Does not consider excess power available Ref FSM No. 1 Figure S1-6 as GW varies with Alt
K-1200	Basic Flight Manual	9,800 Fig 5-1, 5-5, 5-8	9,800 Fig 5-1, 5-5, 5-8	8,700 Fig 5-1, 5-5, 5-8	12,000	Does not consider excess power available Ref FM Figure 5-6 as GW varies with Alt
AS-332 L1	Flight Manual Sup.10.6	18,200 Fig 2	17,700 Fig 2	16,600 Fig 2	20,610	
S-61A, Composite MRB & TRB	CT58-GE-100, RFMS 20	19,600 Fig B-3, Fig 2	19,200 Fig B-3, Fig 2	18,000 Fig B-3, Fig 2	22,000	
SK-61A, Composite MRB, 100% Nr	Carson STC SR01585NY, RFMS #10 S61 A/V, CT58-140-1,-2	17,500 Fig 1, Fig 5	17,400 Fig 1, Fig 5	16,200 Fig 1, Fig 5	22,000	
SK-61A, Composite MRB, 103% Nr	Carson STC SR01585NY, RFMS #10 S61 A/V, CT58-140-1,-2	17,400 Fig 1, Fig 6	17,300 Fig 1, Fig 6	16,100 Fig 1, Fig 6	22,000	

Aircraft	Line 7a: Performance Reference	Line 7a: Computed Gross Weight HOGE-J			Line 10: Limitations	Notes
		5,000/30 7,750 ft Density Alt	7,000/20 9,200 ft Density Alt	8,000/25 11,000 ft Density Alt		
S-61 A/V, Composite MRB, 100% Nr	Carson STC SR01585NY, RFMS #10 S61 A/V, CT58-140-1,-2	17,500 Fig 1, Fig 5	17,400 Fig 1, Fig 5	16,200 Fig 1, Fig 5	22,000	
S-61 A/V, Composite MRB, 103% Nr	Carson STC SR01585NY, RFMS #10 S61 A/V, CT58-140-1,-2	17,400 Fig 1, Fig 6	17,300 Fig 1, Fig 6	16,100 Fig 1, Fig 6	22,000	
S-61 A/V, Composite MRB & TRB, 106% Nr	CT58-GE-140 (RFMS 10), RFMS 20 (CM&TRB)	17,750 Fig 1, Fig 1&2	17,550 Fig 1, Fig 1&2	16,600 Fig 1, Fig 1&2	22,000	
S-61 L/N/NM, Composite MRB, 100% Nr	Carson STC SR01585NY, RFMS #6 S61 L/N/NM, CT58-140-1,-2	17,500 Fig 1, Fig 5	17,400 Fig 1, Fig 5	16,200 Fig 1, Fig 5	22,000	
S-61 L/N/NM, Composite MRB, 103% Nr	Carson STC SR01585NY, RFMS #6 S61 L/N/NM, CT58-140-1,-2	17,500 Fig 1, Fig 6	17,400 Fig 1, Fig 6	16,200 Fig 1, Fig 6	22,000	
S-61 L/N/NM, Composite MRB, 100% Nr	Carson STC SR01585NY, RFMS #7, L/N NM, CT-58-140-1,-2	17,400 Fig 7-4-26	17,300 Fig 7-4-26	16,000 Fig 7-4-26	22,000	
S-61 A, Composite MRB, 105% Nr	Carson STC SR01585NY, RFMS-S61A-1, T58-GE-402	20,200 Fig 11-6A, 11-10a	19,200 Fig 11-6A, 11-10a	18,300 Fig 11-6A, 11-10a	21,000	
S-61 A, Composite MRB & TRB, 105% Nr	Carson STC SR01585NY & SR04122NY, RFMS-S61A-4, T58-GE-402	20,200 Fig 11-6A, 11-10b	19,600 Fig 11-6A, 11-10b	18,500 Fig 11-6A, 11-10b	21,000	Draft RFMS-S61A-4
S-61 A, Composite MRB & TRB, 105% Nr	Carson STC SR01585NY & SR04122NY, RFMS-S61A-1, T58-GE-402	20,200 Fig 11-6A, 11-10b	19,600 Fig 11-6A, 11-10b	18,500 Fig 11-6A, 11-10b	21,000	
SH-3H, Composite MRB, 105% Nr	Carson STC SR01585NY, RFMS-SH3H-2, T58-GE-402	20,200 Fig 20-16, 21-3c	19,200 Fig 20-16, 21-3c	18,300 Fig 20-16, 21-3c	21,000	
SH-3H, Composite MRB & TRB, 105% Nr	Carson STC SR01585NY & SR04122NY, RFMS-SH3H-2 Rev B, T58-GE-402	20,200 Fig 20-16, 21-3d	19,600 Fig 20-16, 21-3d	18,500 Fig 20-16, 21-3d	21,000	
H-60A, @ ATF .90	RFM, 30-min, T700-GE-700	16,700 Fig 7-2, 7-3, 7-4	16,450 Fig 7-2, 7-3, 7-4	15,250 Fig 7-2, 7-3, 7-4	22,000	No HIRRS: add +1 to Specification Torque Available per Engine % (Fig 7-3) per RFM Specific Q calculated via math (Fig 7-3) per RFM: Spec Q x TR = Q avail Transmission limited to 100%
H-60A, @ ATF .95	RFM, 30-min, T700-GE-700	17,250 Fig 7-2, 7-3, 7-4	16,950 Fig 7-2, 7-3, 7-4	15,800 Fig 7-2, 7-3, 7-4	22,000	

Aircraft	Line 7a: Performance Reference	Line 7a: Computed Gross Weight HOGE-J			Line 10: Limitations	Notes
		5,000/30 7,750 ft Density Alt	7,000/20 9,200 ft Density Alt	8,000/25 11,000 ft Density Alt		
H-60A, @ ATF .96	RFM, 30-min, T700-GE-700	17,350 Fig 7-2, 7-3, 7-4	17,050 Fig 7-2, 7-3, 7-4	15,950 Fig 7-2, 7-3, 7-4	22,000	No HIRRS: add +1 to Specification Torque Available per Engine % (Fig 7-3) per RFM Specific Q calculated via math (Fig 7-3) per RFM: Spec Q x TR = Q avail Transmission limited to 100%
H-60A, @ ATF .98	RFM, 30-min, T700-GE-700	17,625 Fig 7-2, 7-3, 7-4	17,200 Fig 7-2, 7-3, 7-4	16,125 Fig 7-2, 7-3, 7-4	22,000	
H-60A, @ ATF 1.0	RFM, 30-min, T700-GE-700	17,800 Fig 7-2, 7-3, 7-4	17,375 Fig 7-2, 7-3, 7-4	16,250 Fig 7-2, 7-3, 7-4	22,000	
H-60A+ @ ATF .90	RFM, 10-min, T700-GE-701C or T700-GE-701D/CC	18,950 Fig 7A-2, 7A-4, 7A-6	18,450 Fig 7A-2, 7A-4, 7A-6	17,350 Fig 7A-2, 7A-4, 7A-6	22,000	No HIRRS: add +1 to Torque Available per Engine % (Fig 7A-4) per RFM Actual Q calculated via math per RFM: Spec Q x TR = Q avail *Transmission limited to 100%
H-60A+ @ ATF .95	RFM, 10-min, T700-GE-701C or T700-GE-701D/CC	19,500 Fig 7A-2, 7A-4, 7A-6	18,800 Fig 7A-2, 7A-4, 7A-6	17,800 Fig 7A-2, 7A-4, 7A-6	22,000	
H-60A+ @ ATF .96	RFM, 10-min, T700-GE-701C or T700-GE-701D/CC	19,650* Fig 7A-2, 7A-4, 7A-6	18,900 Fig 7A-2, 7A-4, 7A-6	17,850 Fig 7A-2, 7A-4, 7A-6	22,000	
H-60A+ @ ATF .98	RFM, 10-min, T700-GE-701C or T700-GE-701D/CC	19,650* Fig 7A-2, 7A-4, 7A-6	19,000 Fig 7A-2, 7A-4, 7A-6	18,100 Fig 7A-2, 7A-4, 7A-6	22,000	
H-60A+ @ ATF 1.0	RFM, 10-min, T700-GE-701C or T700-GE-701D/CC	19,650* Fig 7A-2, 7A-4, 7A-6	19,200 Fig 7A-2, 7A-4, 7A-6	18,250 Fig 7A-2, 7A-4, 7A-6	22,000	
H-60L @ ATF .90	RFM, 10-min, T700-GE-701C or T700-GE-701D/CC	18,950 Fig 7A-2, 7A-4, 7A-6	18,450 Fig 7A-2, 7A-4, 7A-6	17,350 Fig 7A-2, 7A-4, 7A-6	22,000	No HIRRS: add +1 to Torque Available per Engine % (Fig 7A-4) per RFM Actual Q calculated via math per RFM: Spec Q x TR = Q avail *Transmission limited to 120%
H-60L @ ATF .95	RFM, 10-min, T700-GE-701C or T700-GE-701D/CC	19,500 Fig 7A-2, 7A-4, 7A-6	18,800 Fig 7A-2, 7A-4, 7A-6	17,800 Fig 7A-2, 7A-4, 7A-6	22,000	
H-60L @ ATF .96	RFM, 10-min, T700-GE-701C or T700-GE-701D/CC	19,700 Fig 7A-2, 7A-4, 7A-6	18,900 Fig 7A-2, 7A-4, 7A-6	17,850 Fig 7A-2, 7A-4, 7A-6	22,000	
H-60L @ ATF .98	RFM, 10-min, T700-GE-701C or T700-GE-701D/CC	19,850 Fig 7A-2, 7A-4, 7A-6	19,000 Fig 7A-2, 7A-4, 7A-6	18,100 Fig 7A-2, 7A-4, 7A-6	22,000	

Aircraft	Line 7a: Performance Reference	Line 7a: Computed Gross Weight HOGE-J			Line 10: Limitations	Notes
		5,000/30 7,750 ft Density Alt	7,000/20 9,200 ft Density Alt	8,000/25 11,000 ft Density Alt		
H-60L @ ATF 1.0	RFM, 10-min, T700-GE-701C or T700-GE-701D/CC	20,100 Fig 7A-2, 7A-4, 7A-6	19,200 Fig 7A-2, 7A-4, 7A-6	18,250 Fig 7A-2, 7A-4, 7A-6	22,000	No HIRRS: add +1 to Torque Available per Engine % (Fig 7A-4) per RFM Actual Q calculated via math per RFM: Spec Q x TR = Q avail *Transmission limited to 120%
S-70A @ ATF .90	RFM 55-1520-237-10HK, 10-min, T700-GE-701C	18,850 Fig 7-2, 7-4,7-5	18,400 Fig 7-2, 7-4,7-5	17,250 Fig 7-2, 7-4,7-5	23,500	No HIRRS: add +1 to Torque Available per Engine % (Fig 7-4) per RFM Actual Q calculated via math per RFM: Spec Q x TR = Actual Q avail *Transmission limited to 120%
S-70A @ ATF .95	RFM 55-1520-237-10HK, 10-min, T700-GE-701C	19,450 Fig 7-2, 7-4,7-5	18,750 Fig 7-2, 7-4,7-5	17,700 Fig 7-2, 7-4,7-5	23,500	
S-70A @ ATF .95	RFM 55-1520-237-10HK, 10-min, T700-GE-701C	19,650 Fig 7-2, 7-4,7-5	18,800 Fig 7-2, 7-4,7-5	17,750 Fig 7-2, 7-4,7-5	23,500	
S-70A @ ATF .98	RFM 55-1520-237-10HK, 10-min, T700-GE-701C	19,750* Fig 7-2, 7-4,7-5	19,000 Fig 7-2, 7-4,7-5	18,000 Fig 7-2, 7-4,7-5	23,500	
S-70A @ ATF 1.0	RFM 55-1520-237-10HK, 10-min, T700-GE-701C	20,000* Fig 7-2, 7-4,7-5	19,150 Fig 7-2, 7-4,7-5	18,150 Fig 7-2, 7-4,7-5	23,500	
S-70C	TM 1-1520-237-10B, 10-min, T700-GE-701A	19,000 Fig 7-3, 7-6	18,500 Fig 7-3, 7-6	17,500 Fig 7-3, 7-6	22,000	No HIRRS: added 1.3% Torque to Torque Available Transmission limited to 100%
CH-47D, 10-min PTIT Limit	RFM, T55-GA-714, 10-min PTIT Limit	47,000 Fig 5-6	45,000 Fig 5-6	42,100 Fig 5-6	50,000	
BV-234LR	RFMS 5	43,100 Fig 1-3	42,400 Fig 1-3	39,500 Fig 1-3	51,000	
BV-234UT	RFMS 5	45,300 Fig 1-3	44,500 Fig 1-3	41,500 Fig 1-3	51,000	
BV-107-II	RFMS 13-RDE-0532, Comp MRB, CT58-140-1 or -2	18,500 Fig 4-9	18,400 Fig 4-9	17,000 Fig 4-9	22,000	

Aircraft	Line 7a: Performance Reference	Line 7a: Computed Gross Weight HOGE-J			Line 10: Limitations	Notes
		5,000/30 7,750 ft Density Alt	7,000/20 9,200 ft Density Alt	8,000/25 11,000 ft Density Alt		
CH-46E	RFM, TC: R0013DE, T58-GE-16A	22,050 Fig 5-3, 5-5, 5-9	21,950 Fig 5-3, 5-5, 5-9	20,200 Fig 5-3, 5-5, 5-9	24,300	
S-64E	RFM Pub No. SA4045-104, 100% Nr	38,700* Fig 4-5, 1-3	36,700* Fig 4-5, 1-3	34,500* Fig 4-5, 1-3	42,000* Fig 1-3	*GW Limit: Ref Fig 1-3. Maximum Mode III Gross Weight (class B loads)
S-64E w/ CMRB	RFM Pub No. SA4045-104, RFMS-024, OGE 100% Nr	41,700 Fig 1-3, 4-5"	40,200 Fig 1-3, 4-5	36,300 Fig 1-3, 4-5	42,000* Fig 1-3	*GW Limit: Ref Maximum Mode III Takeoff Gross Weight
S-64F	RFM Pub No. SA4047-5, 100% Nr	41,500* Fig 4-22, 4-4, 1-3	39,500* Fig 4-22, 4-4, 1-3	36,400* Fig 4-22, 4-4, 1-3	47,000* Fig 1-3	*GW Limit: Ref Fig 1-3. Maximum Mode III Gross Weight (class B loads)
S-64F w/ CMRB	RFM Pub No. SA4047-5, RFMS-017, OGE 100% Nr	46,850 Fig 1-3, 4-4	45,100 Fig 1-3, 4-4	42,750 Fig 1-3, 4-4	47,000* Fig 1-3	*GW Limit: Ref Maximum Mode III Takeoff Gross Weight
CH-54A	RFM HTS-110, SHI-102	38,700 Fig 5-7	37,100 Fig 5-7	35,100 Fig 5-7	42,000*	*GW Limit: Ref Maximum Mode III Takeoff Gross Weight
CH-54A w/CMRB	RFM EHI-110	38700 Fig 5-8	37100 Fig 5-8	35100 Fig 5-8	42000*	*GW Limit: Ref Maximum Mode III Takeoff Gross Weight
CH-54B	RFM HTS-210		40,000 Fig 5-7	38,500 Fig 5-7	47,000*	*GW Limit: Ref Maximum Mode III Takeoff Gross Weight
CH-54B w/CMRB	HTS-FMS-CMB-01B	46,700 Fig 5-6	45,100 Fig 5-6	42,750 Fig 5-6	47000*	*GW Limit: Ref Maximum Mode III Takeoff Gross Weight

ATTACHMENT 20 - GOVERNMENT PILOT TRAINING AND PROFICIENCY PROGRAM (B.17)

(a) Program Scope: The government pilot training and proficiency program is a program by which government pilots can obtain initial training and certification in aircraft and meet proficiency and currency standards as specified in 14 CFR Part 61, Part 133, and federal policy standards. Specifically, the program is for government pilots to:
  (1) Obtain initial, transition, and recurrent ground and flight training,
  (2) Maintain recurrent currency and competency standards,
  (3) Obtain a type rating for those aircraft that require a type rating,
  (4) Perform special-use training, proficiency training, and basic flight training, and
  (5) Meet flight time, currency, and competency standards in accordance with federal policies and regulations.

(b) General. The following describes the framework in which this program shall be exercised:
  (1)The contracting officer shall authorize approval to exercise this program via a contract modification. Any deviation or modification from contract provisions not otherwise described herein will be documented via the contract modification.
  (2)The training and proficiency program is not purposed toward performing contract services other than pilot training and proficiency. In other words, the government pilot training program is an entirely separate program to be exercised outside any contract services availability periods other than that specified for government pilot training. Additionally, the government pilot shall not perform any contracted service nor replace any company pilot in the performance of a contracted or commercial service.
  (3)The pilot training and proficiency program will be exercised on a short-term and/or intermittent basis and at a cost that has been agreed upon by the government and contractor in advance of CO authorization. All costs related to government pilot training will be borne by the government.
  (4)The purpose of this program is to gain flight experience and meet FAA certification, FAA pilot requirements, and government currency requirements. Therefore, the government pilot shall conform to the "pilot trainee" requirements specified within the contract with the exception of certification requirements in an aircraft that requires a type rating, flight hour and experience requirements in make and model, annual flight hour currency and competency requirements, and Part 61 or Part 135 flight review, competency, and currency requirements.
  (5)The contractor shall approve government pilots for flight and proficiency training. Government pilots shall submit to the contractor appropriate flight experience and qualification records to facilitate approval as well as enable the determination of a training and proficiency program that will meet government objectives.
  (6)For initial pilot training in an aircraft, the contractor shall have a pilot training program for that make and model. Initial pilot training means that the government pilot has not received a 14 CFR Part 61 or Part 135 flight review or competency check in the basic make and model within the previous 5-years or does not hold a type rating for an aircraft that requires a type rating.
  (7)Flight training shall be conducted using an FAA certificated aircraft and/or a full flight simulator (FFS) or flight training device (FTD). The FFS or FTD shall meet FAA certification or be comparable to a Level 7 FTD or Level C or D FFS. FAA certificated aircraft include both restricted and standard category aircraft. Where flight training is to be conducted in a restricted category aircraft that requires a type rating, and the government pilot does not hold a type rating for that aircraft, the contractor shall hold a current Letter of Deviation (LODA) from 14 CFR Part 91.313(a) that authorizes the conduct of flight training for a pilot that is not typed in that aircraft.

(8)Contractor provided training is critical in that it provides government pilots the experience and qualifications to meet government aviation program oversight objectives. Therefore, contractor provided training of government pilots is inherently governmental and is a public aircraft operation. Training may be conducted in a standard, limited, or restricted category aircraft. Training may be conducted in accordance with a Part 61, 133, or 135 training program. However, pilot training shall conform, at a minimum, to 14 CFR Part 61. Operation of the aircraft shall conform to 14 CFR Part 91.

(9)Government pilots and flight operations shall conform to the contractor's flight operation standards. Government pilots shall comply with any additional federal standards.

(10)Pilot training and/or proficiency flights will be conducted with qualified contractor pilots unless the contractor authorizes the government pilot for flight without a company pilot. For 14 CFR Part 61 certification and competency checks, only those pilots approved by the FAA are authorized. For special-use mission training, only those pilots who have been approved for those special-use missions in that aircraft are authorized.

(11)Training is not authorized in an aircraft that does not conform to FAA airworthiness standards. The federal government reserves the right to conduct an airworthiness inspection prior to the conduct of flight training. For restricted category aircraft, the aircraft shall be approved by the government.

(12)The clause - Loss, Damage, or Destruction, is applicable to this contract when the Contractor authorizes performance by a Government pilot.

(13)The payment provisions of the contract remain unchanged unless otherwise indicated in the contract modification.

(14)Loss, Damage, or Destruction. The Contractor shall indemnify and hold the Government harmless from any and all losses or damage to the aircraft furnished under this contract except as delineated below.

(c) For the purpose of fulfilling the contractor's obligation under this clause, the Contractor shall procure and maintain during the term of this contract, and any extension thereof, hull insurance meeting FAA requirement, acceptable to the Contracting Officer (CO). The Contractor's insurance coverage shall apply to pilots furnished by the Government to operate this aircraft. The contractor shall procure and maintain during the term of this contract, and any extension thereof, aircraft public liability insurance in accordance with 14 CFR, Parts 198 and 205. The parties' names insured under the policies shall be the Contractor and the United States of America. The Contractor may request a list of Government pilots, by name, and qualifications for potential pilots from the CO.

(d) Prior to the commencement of work hereunder, the Contractor shall furnish the CO with a copy of the insurance policy or policies or a certificate of insurance issued by the underwriter(s) showing that the coverage required by this clause has been obtained.

(1) Each policy or certificate evidencing the insurance shall contain an endorsement that provides that the insurance company will notify the CO thirty (30) days prior to the effective date of any cancellation or termination of any policy or certificate or any modification of a policy or certificate that adversely affects the interest of the Government in such insurance. The notice shall be sent by registered mail and shall identify this contract, the name and address of the Contracting Officer, the policy, and the insured. The Contractor, prior to commencement of work, shall submit to the Contracting Officer one copy of the insurance policy, or confirmation from the insurance company, certifying that the coverage described in this clause has been obtained.

(2) If the aircraft is damaged or destroyed while in the custody and control of the government, the maximum liability to the Government shall not exceed the contractor's deductible (if any)

stipulated in the insurance coverage. The Contractor's deductible as stipulated in the insurance coverage shall not exceed:

(i)In-Motion Accidents - Up to 5% of the current insured value of the aircraft as stated in the policy.

(ii)Not In-Motion Accidents – Up to $1,000.00 per accident.

(3) Such reimbursement shall not be made; however, for loss or damage to the aircraft resulting from (1) normal wear and tear, (2) negligence or fault in maintenance of the aircraft by the Contractor, or (3) defect in construction of the aircraft or a component thereof.

(4) If damage to the aircraft is established to be the fault of the Government, availability payments will be made to the Contractor during the repair period. The Government may, at its option, make necessary repairs or return the aircraft to the Contractor for repair. In the event the aircraft is lost, destroyed, or damaged so extensively as to be beyond repair, no rental payment will be made to the Contractor thereafter.

(5) The contractor shall use every precaution necessary to prevent damage to public and private property. The Contractor shall be responsible for all damage to property and to persons, including third parties that occur as a result of their or their agent's or employee's fault or negligence. The term "third parties" is construed to include employees of the Government. The Contractor may be otherwise insured by a combination of primary and excess policies. Such policies must have combined coverage equal to or greater than the combined minimums required.

(6) Any failure to agree as to the responsibility of the Contractor under this clause shall, after a final finding and determination by the CO, be considered a dispute within the meaning of the "Disputes" clause of this contract.

(7) The Government shall not be liable for damages to contractor equipment or personnel provided under this contract except for damages caused by Government personnel acting within the scope of their official duties as compensable under the Federal Tort Claims Act, 28 U.S.C. 2671-2680.

ATTACHMENT 21 - LITTER KIT PROVISIONS AND LITTER

Litter Kit must be designed to facilitate rapid conversion of the helicopter to an air ambulance configuration. The Litter Kit shall provide for transporting one or two litter patients as well as one or two attendants. The kit shall consist of a minimum one litter and support structure, attaching hardware, and one special door. The special door shall incorporate provisions for quick installation which will permit high speed and/or long-distance transportation of patients and attendants in comfort.

Included in the kit may be a basic shape door window glass panels for quick interchange with a bubble glass panel for normal operation.

Operations:

With litters installed, operations must be conducted in accordance with the rotorcraft flight manual supplement.

Equipped Weight and Gross Weight Limitations:

Equipped weight of the helicopter with kit and litter shall be computed and listed on the running weight charts. Center of Gravity Limitations:

Before each flight with a liter patient a weight and balance shall be computed.

ATTACHMENT 22 - PUBLIC AIRCRAFT OPERATIONS FORM

This attachment serves as a form to be filled out by the contractor and presented to the contractor's Federal Aviation Administration Flight Standards District Office (FSDO).

Civil Operator: Name your Certificates are Held Under

Aircraft Type (Fixed-Wing or Helicopter): Make/Model/Series

Name of Aircraft Owner: Name on Aircraft Registration

Aircraft Registration Number(s): N Number(s) of Aircraft on Contract

Contract Number: TBD

Contract Type and Service: *EU/CWN, Airtanker/Helicopter/Light FW, etc. Services*

Date of Contract: Contract Award Date

Date of Proposed First Flight as a PAO: Effective Date of Contract

Date PAO Declaration Expires: This date should be the final day of the contract period of performance – including the base period of the contract plus all possible option years.

Public Aircraft Operations are being conducted under contract by: *USFS, 1400 Independence Avenue SW, Washington DC 20250*

Government Official Making PAO Flight Determinations: Contact the Assistant Director of Aviation at 202-205-1410, with comments or questions regarding the PAO declaration.

ATTACHMENT 23 - VENDOR-CONTRACTOR QA/EVALUATION/SAFETY CHECKS

Contractor quality assurance flights may be performed while conducting on-contract operational flights. Quality assurance flights are defined as mission/flight performance assessments and flight safety checks that comprise elements of the contractor's safety management program. It is not intended for pilot training nor to meet company pilot certification requirements.

On-contract quality assurance flights may be authorized under the following provisions:

(a) That the contractor's safety management program formally includes quality assurance flights as an element of their safety management program. This may be identified within the contractor's operational manual.

(b) That the PIC is current and qualified (carded) for the mission.

(c) That the observer occupies a pilot station or an FAA approved flight deck or cabin seat.

(d) That the observer is current and qualified in the aircraft and holds a company position commensurate with conducting quality assurance flights.

(e) That the observer meets PPE requirements, fire shelter training requirements, and that the aircraft is equipped with an additional fire shelter.

(f) That at least 24-hours' notice is provided to the helicopter manager.

(g) The helicopter manager holds final approval as to whether the observer may be aboard.

(h) That the observer is limited to a single fuel or mission cycle.

ATTACHMENT 24 - SAFETY MANAGEMENT SYSTEM (SMS) COMPONENTS QUESTIONAIRE AND ACCIDENT HISTORY

The USFS aviation program views Safety Management Systems (SMS) as a critical element for contract evaluation. This attachment seeks to identify effective and safe aviation operations of an Offeror that include implemented policies and practices that support the Offeror's SMS. These components should be fully integrated into the daily activities of an Offeror. A complete response is required to accurately assess the Offeror's level of implementation and effectiveness and Contractor's will be held to these standards during contract performance.

Safety Management System (SMS) Components

The USFS uses a SMS approach to aviation operations which includes safety management policy, safety risk management, safety assurance and safety promotion. The Offeror must provide sufficient evidence of implementation for each SMS element listed (below). Include both evidence of implemented SMS policies and records that indicate the SMS is actively functioning "i.e. recently completed FRATs, audit findings including action items, hazard reports, etc.". Proposals are evaluated based on the evidence provided and the results that were achieved from the SMS activities that were performed. Responses shall include the attachment reference number. Blank forms do not suffice as evidence of policy or records of practice.

Companies of different sizes and complexities may approach a SMS in a variety of ways. As such there may be many significant differences among various operators. Each Offeror should address each of the Safety Policies and Objectives below by providing evidence showing how they define and address the key safety objectives.

Example: For reference number 1, "Provide Evidence that there is an appointed safety manager that is responsible for the effective administration of the SMS" a submission could include a copy of the Offeror's policy appointing a safety manager and defined duties for the administration of the SMS, a letter or record showing the individual appointed.

Example: For reference number 2 "Provide evidence that the Offeror clearly defines key duties, authorities and accountabilities" a submission could include Offeror policies identifying the key duties, authorities and accountabilities of key Offeror positions and copies of letters or records assigning individuals in those duties.

The Federal Aviation Administration (FAA) AC120-92A along with the International Standard for Business Aircraft Operations (IS-BAO) can provide expanded explanations and examples of the standards (below).

Reference Number	FAA Component Number	IS-BAO Element	Requirements
Key Safety Personnel and Commitment			
1	1.3	3.1.3.1	Provide Evidence that there is an appointed (named) safety manager that is responsible for the effective administration of the SMS.
2	1	3.1.2.1	Provide evidence that the Offeror clearly defines key duties, authorities and accountabilities on their SMS functions.
3	1	3.1.1.1	Provide evidence of a strong organizational commitment and clear statement about the provision of necessary resources for the SMS.
			Evidence in items 1-3 might consist of duty appointment letters, key safety personnel, duties, position descriptions, organizational structures, and policy that demonstrates that the accountable executive has identified or appointed the structure and key safety personnel and that they are actively involved in the SMS program.
Offeror Operations Manual			
4	1	6.1.1	Provide evidence that Operations Manual contains a flight operations policy and aircraft maintenance policy.
5	1	6.2.1	Provide evidence of a distribution process that ensures the current version of the Operations Manual is available to appropriate personnel in all areas of operation.
6	1	6.1.1	Provide evidence that the Operations Manual is approved by the appointed accountable executive.
7	1	6.2.1	Provide evidence that the Operations Manual is amended or revised as necessary to ensure that the information contained is current.
			Evidence in this section might include documented Operations Manual(s), revision and/or approval pages, SOPs, and procedures that describe how flight crews and maintenance personnel conduct flight and maintenance activities meet organizational expectations and objectives. Operations Manual contains internal instructions to employees and should not be confused with Operations Specifications (Ops Spec) as approved by the FAA.
Emergency Response Plan			
8	1.4	4.1.1	Provide evidence that the Offeror has an established emergency response plan to respond to an accident or emergency.
9	1.4	4.3.1	Provide evidence that the Offeror has provided duties and training for those who have a role in the emergency response plan.
10	1.4	4.3.3	Provide evidence that the emergency response plan is exercised at a minimum of annually to evaluate effectiveness and that results are recorded.

Reference Number	FAA Component Number	IS-BAO Element	Requirements
			Evidence in this section might consist of documented and implemented plan that the Offeror will follow in the event of an accident, incident or operational emergency to mitigate the effects, of these events. Provide training records on the plan, how it was exercised, and updated it based on recorded results of using or exercising the plan.
Safety Risk Management			
11	2	3.2.1.1 3.2.2.1	3.2.1.1 - Provide evidence that the Offeror developed and maintains a formal process to identify and track hazards including risk Analysis (Exposure), Risk Assessment (Severity and likelihood), Decision Making (Mitigations). 3.2.2.1 - Has the Offer developed and maintained a formal process that ensures analysis, assessment and control of the safety risks associated with identified records.
12	2	3.2.1.1	Provide evidence that the Offeror has a hazard/threat reporting program.
13	2	3.2.2	Provide evidence that the Offeror has a policy to daily conduct operational risk assessment and or use a flight risk assessment tool, customized and appropriate for their operation.
14	2	3.1.2.1	Provide evidence that there is a process to mitigate high scoring risk assessments or obtain and record approval of the Offeror's management when it exceeds a predetermined level.
			Evidence in this section will demonstrate the developed processes to understand the critical characteristics of the Offeror systems and operational environment and apply this knowledge to identify hazards, analyze and assess risk, and design risk controls. Process should include: System description and task analysis, Hazard identification, Safety risk analysis, Safety risk assessment, and Safety risk control and mitigation. Mitigation and control processes might include a hazard/threat safety reporting system, a flight risk assessment tool and a documented method to for management to approve risk assessments that reach a predetermined level.
Safety Assurance			
15	3.1	3.3.1.1	Provide evidence that the Offeror has a policy or process to verify safety performance in reference to the Offeror's performance indicators.
16	3.2	3.3.2	Provide evidence that the Offeror maintains a process to identify risks associated with change to the Offeror's structure or service (aircraft type, environment, organizational, or mission).

Reference Number	FAA Component Number	IS-BAO Element	Requirements
17	3.1.1 and 3.3	3.3.3	Provide evidence that the Offeror has a system or policy to monitor and assess its SMS processes to maintain or continuously improve the overall effectiveness of the SMS.
			Evidence in this section will show documented processes that establish benchmarks and safety measurement, identifying risks to organizational changes or new systems and the process of management of change, and how safety risk controls are effective. Examples may include: mishap rates, reporting rates, risk management trends, audit trends and risk mitigations.
Compliance Monitoring			
18	3.1.4	3.5	Provide evidence that the Offeror has established the requirements for audits or assessments at determined intervals to ensure that their implemented SMS components, are being followed in daily operations.
19	3	3.5	Provide evidence of audits and their results.
20	3	3.5	Provide evidence of a policy or process to develop an action plan from the deficiencies identified in the audits.
			Evidence in this section will demonstrate that the organization has a process to perform regularly scheduled audits, internal or externally conducted, that they are documented, and that audit findings are analyzed and included in an action plan.
Safety Promotion			
21	4	3.4.2.1	Provide evidence that the Offeror established and maintains a formal means for internal safety communication that promotes the SMS and conveys safety-critical information such as safety bulletins or lessons learned.
22	4	3.4.2.1	Provide evidence of lessons learned developed from an incident, accident, or operational issue affecting safety, and shared with the Offeror personnel.
23	N/A	N/A	Provide evidence of a Safety Award system in place and in practice.
			Evidence provided for this section will included a documented process to communicate safety critical outputs of the SMS, rationale behind controls, preventative or corrective actions, and ensure company awareness of the SMS objective to its employees. Items might include lessons learned, impact and safety awards and other programs to provide safety promotion.
Training Programs			

Reference Number	FAA Component Number	IS-BAO Element	Requirements
24	4	8.1.1	Provide evidence that the Offeror has a training program (FAA and internal) that ensures personnel are trained and competent to perform their assigned duties including ground crews and aircrews.
25	4	3.4.1	Provide evidence that there is a documented training plan for initial and recurrent SMS training.
			Evidence in this section will consist of documented process and or controls to ensure employees are trained and competent to perform their assigned duties. Training programs should ensure that each employee is trained on the SMS program and their responsibilities (e.g., a completed training plan).
Air Crew Member Qualifications			
26	1 and 4	8.5	Provide evidence that the Offeror has a program to establish and maintain air crew member records for required certificates, medical category, required training, and proficiency checks.
			Evidence in this section will show a process to ensure that crew members and other personnel are current on their required certificates, medical exams, training, and proficiency checks.
Maintenance Personnel Qualifications (Will also be evaluated by Airworthiness)			
27	1	15.1	Provide evidence of a process to ensure that the Offeror aircraft maintenance/servicing personnel meet all contractual requirements to be a Carded Mechanic.
28	1	15.2.3.1	Provide evidence of a process that ensures maintenance personnel are trained and approved by the Offeror to conduct specific maintenance on the aircraft offered.
			Evidence in this section will show a process to ensure that mechanics and other maintenance personnel are current on their required FAA certificates, training, and that they are trained to conduct specific maintenance on the aircraft offered and perform as a Carded Mechanic.
Maintenance Control System (Will also be evaluated by Airworthiness)			
29	1	15.1	Provide evidence that the Offeror has a maintenance control system that is appropriate to the type and number of aircraft operated and the way maintenance is conducted.
30	1	15.1.6	Provide evidence that the Offeror operations manual includes procedures to obtain and qualify aircraft maintenance services when away from home base to ensure service is performed by qualified personnel while on contract.

Reference Number	FAA Component Number	IS-BAO Element	Requirements
			Evidence in this section document a process on how the Offeror will conduct maintenance, manage aircraft records, preventative maintenance, deferred maintenance items or discrepancy management, technical dispatch, parts inventory and ordering, material control, tool calibration, maintenance arrangements, and maintenance safety programs.
Accident History and Hours			
31	N/A	N/A	Total number of manned and unmanned flight hours (separately) separating fixed-wing and rotary-wing aircraft regardless of make and model flown by the organization up to/during the past five calendar years (commencing from the solicitation date). Include any accidents determined by the NTSB that met the “substantial damage” criteria as defined within 49 CFR 830.2. If the accident was reported to the NTSB and it was downgraded to an incident, you must provide evidence from the NTSB.

ATTACHMENT 25 - TRANSPORTATION WORKSHEET

When assigned to an alternate base, the Contractor will be paid for actual necessary and reasonable costs associated with transporting authorized personnel (relief crew). 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 **prior** to the relief exchange**. Claims must be supported by itemized invoices, summarized on this worksheet, and submitted to the COR.**
See contract clause "Transportation Costs Associated with Operating Away From the Host Base" for detailed information

VENDOR:	AIRCRAFT TAIL NUMBER:
DATE	ALTERNATE BASE LOCATION

Relief Exchange – Involved Crew Member(s)

☐ Pilot (list on page 2)	☐ Fuel Servicing Vehicle Driver (list on page 2)	☐ Mechanic (If required by contract) (list on page 2)

Additional Personnel

☐ Mechanic Name	☐ Other Name
Maintenance Accomplished	Reason for providing additional personnel

ITEMIZATION OF COSTS – From Page 2 (vendor maintain receipts at home base)

Airline Transportation		Total for all positions from page 2		**$**
Charter Aircraft		Invoice to include aircraft make/model, flight time, hourly rate, passengers, and departure/destination location, date and time		**$**
Rental Car		Total from page 2		**$**
Rental Car Fuel		Total from page 2		**$**
POV automobile	Total Mileage	From	To	**$**
*POV/Company aircraft	Total *Statute Miles	From	To	**$ (GSA rate x sm*)**
Other (explain)				
				$
				$
				$
Total Cost				**$**

Vendor: Fill out page 1 and 2 of the Transportation Worksheet (relief costs). Receipts shall match information provided on page 2; maintain actual receipts at Home Base.

*If POV/Company aircraft used to transport relief, the vendor must provide airline ticket cost comparison. Government will pay the lessor amount.

Vendor Signature:	Date

ATTACHMENT 25 - TRANSPORTATION WORKSHEET (Continued) (Use Extra Sheets, as necessary)

		Dates						
AC Location	**Pilot Name(s)**	Travel In	Travel Out	Airline ticket	Rental Car	Rental Car Gas	*POV-auto (GSA rate x miles)	*POV-aircraft (GSA rate x SM)
	Mechanic Name(s)							
	Fuel Service Driver Name(s)							

*Applicable (yr.) - Rate per mile x nautical miles (NM)
http://www.gsa.gov/mileage
*Applicable (yr.) - Rate per mile x statute miles (SM) (1NM equals 1.15077945 SM)
http://www.gsa.gov/mileage

ATTACHMENT 26 - ADDITIONAL TELEMETRY UNIT SYSTEM DESCRIPTION (B.7(b)(4)(iii))

(1) Clearly describe the ATU system installed on the offered aircraft:

(2) Hardware configuration:

	Manufacturer / Company	Model Number
AFF Hardware		
AFF Service Provider		
ATU Hardware		
ATU Service Provider		
Tank / Bucket Provider		
Drop Controller		
Load Cell		

(3) What parameter logic determines the following:

(a) Tank / Bucket Fill:

(b) Gate or Door Open:

(c) Gate or Door Close:

(d) Volume Dropped:

(4) ATU Service Provider Website:

ATTACHMENT 27 - FUEL SERVICE VEHICLE DRIVER TRAINING RECORD (B.18(m)(3))

Contract Number(s): _____

Employee Name: _____

Company Employed By: _____

Office Phone Number: _____

Record of Training as stated in Section B.18

Training Course	Date Training Received
Company Policies and Procedures	_____
Company Operations Procedures	_____
Contract requirements and Attachment 8	_____
Safety Management System (SMS)	_____
Fire Shelter Training	_____

I certify that the information listed by me on this form is my acknowledgement of training received. I have read Attachment 8 (Fuel Servicing Equipment Requirements) and the Fuel Service Vehicle Driver Qualifications section of this contract/agreement and understand the terms and conditions. I have received the training as required in B.18 and Attachment 6.

_____ _____
Date FSV Driver Signature

_____ _____
Date Company Representative

ATTACHMENT 28 - INCLEMENT WEATHER PLAN TEMPLATE (B.41(a)(1))

Company Name: _____

Contract/Agreement #: _____

Operational Area

Current Location: _____

Weather conditions to be considered: ☐ Thunderstorms ☐ Lightning ☐ Hail ☐ Severe winds
☐ Other - List

- _____
- _____

Information Sources Considered: ☐ Weather Alerts ☐ Weather Radar ☐ Forecasted Weather

Action(s) to be taken as necessary:

1. _____

2. _____

Relocation Destination(s):

1. _____

FBO/Airport/Hangar Contact Information: _____

2. _____

FBO/Airport/Hangar Contact Information: _____

The USFS/Incident will pay for the relocation flight and/or hangar fee? ☐ YES ☐ NO

The Return to Operational Area Plan has been Discussed? ☐ YES ☐ NO

Pilot Contact Number: _____

Helibase/Helicopter Manager Contact Number: _____

_____	_____
Pilot in Command	Helicopter Manager/COR
_____	_____
Date	Date

ATTACHMENT 29 - INFECTIOUS DISEASE

1) Infectious Disease Actions and Mitigations

a) Each contractor and their personnel shall adhere to applicable portions of CDC, FAA, and aircraft manufacturer's recommendations in addressing actions and mitigations related to infectious diseases. The USFS requires that companies review and update their personal protection policies and communicate and train employees on all aspects of the plan. This includes the following measures to protect themselves and others:

i) Practice routine hand washing. Wash hands often with soap and water for at least 20 seconds, particularly after assisting anyone sick or touching potentially contaminated body fluids or surfaces; after coughing, sneezing, or blowing your nose; after using the restroom.

ii) Use alcohol-based hand sanitizer (containing at least 60% alcohol) if soap and water are not available. Contractors should consider providing alcohol-based hand sanitizer to crews for their personal use.

iii) If an employee becomes sick or has had a high-risk exposure to infectious diseases (COVID-19, Flu, H1N1, SARS, MERS, Etc.) immediately report those situations to the Contracting Officer Representative (COR) and Contracting Officer assigned to your USFS contract.

b) To reduce the risk of transfer of virus from an infected person to others via surfaces or inanimate objects on the aircraft, aircraft operators and ground handling personnel shall develop and implement a plan to disinfect aircraft prior to inspection, and during use. This plan should also include disinfecting after carrying an infected person. The plan needs to take into account the unusual features of the aircraft and cabin area. Considering that it may be difficult to identify an aircraft carrying an infected person, the focus should be on the assumption that all aircraft are periodically occupied by infected persons and therefore require routine and frequent disinfection in accordance with the contractor's plan. Submit your plan to the CO within 10 days of implementation of this modification.

c) If certain events occur (e.g., employee or government personnel with a fever, cough, or difficulty breathing) these individuals shall not be allowed on mission flights and need to contact their employer / supervisor to report their condition.

ATTACHMENT 30 - INTEGRATED HEALTH AND USE MONITORING SYSTEM

HUMS System and Program:

(1) Criteria

All offered Exhibit 1 aircraft shall be instrumented with a functioning Health Usage Monitoring System (HUMS) to supplement their maintenance programs. The operator's HUMS program shall have an organization with clearly defined responsibilities to collect, analyze, and act upon the HUMS data.

(5) The Contractor's HUMS program shall:

(i) Identify the HUMS system instructions for continued airworthiness (ICAs) including calibration process and frequency of recalibration.

(ii) Identify the components or measured parameters that are required to be operational for each flight.

(iii)Contain procedures to assure the HUMS system is fully functional for each flight (BIT Test) and what is deferable IAW their MEL.

(iv) Contain procedures and schedule for retrieval of the aircraft HUMS data

(v) Provided an explanation of the analysis of the data obtained from the aircraft HUMS system.

(vi) Contain procedures for the integration of the analyzed aircraft HUMS data into the Contractor's Maintenance program;

(vii) Define and provide a detailed explanation of an exceedance within the HUMS data and contain actions to take (i.e. inspect, repair, or other maintenance action) when an exceedance occurs;

(viii) Contain procedures for notification (timeliness and method) to the Government for all defined exceedances and the planned actions and timeline to complete them;

(ix) The contractor shall review data every 7 days at a minimum while on contract or as approved by the government.

ATTACHMENT 31 – INTERAGENCY HELICOPTER PILOT APPLICATION

U.S. Forest Service

INTERAGENCY HELICOPTER PILOT EVALUATION APPLICATION

FS-5700-20A
OMB 0596-0021 Exp 12/2021

I. Applicant Information

a. Pilot Name (Last, First)	b. Office Telephone	c. E-mail

d. Employer		e. Previous Employer	
Address		Dates Employed to	Telephone
City, ST ZIP		Previous Employer	
Telephone		Dates Employed to	Telephone
Hire Date			

f. PIC HELICOPTER	Hours
Total	
Last 12 Months	
Last 90 Days	
More than 12,500 lbs.	
Turbine Engine	
Reciprocating Engine	
Mountainous Terrain	
NVG Operations	
Night Unaided	
Offshore Navigation	
Platform Ldgs / Vessel Ldgs	NA
Vertical Reference	
IFR Simulated	
IFR Actual	

j.M M & Series	VTR	Mtn	12 mo	Hours

g. PILOT HISTORY

Date of Last Agency Flight Evaluation _____ ☐ OAS ☐ USFS

Date of Previous Agency Card _____ ☐ OAS ☐ USFS

(Attach a copy)

☐YES ☐NO Aircraft accidents within the last 5 years.

☐YES ☐NO FAA violations within the last 5 years.

☐YES ☐NO OAS or USFS pilot card denied, suspended, or revoked.

(Attach details and explanation for each YES)

h. 14 CFR 135 QUALIFICATIONS

Date	Make, Model & Series	Type of Qualification			
		☐VFR	☐IFR	☐IFR W/AP	☐SIC Only
		☐VFR	☐IFR	☐IFR W/AP	☐SIC Only
		☐VFR	☐IFR	☐IFR W/AP	☐SIC Only
		☐VFR	☐IFR	☐IFR W/AP	☐SIC Only

(Attach FAA 8410-3 or equivalent)

i. OTHER FAA 14 CFR DOCUMENTATION (dates as required)

61.55 SIC Qualification _____ 61.56 Flight Review _____

61.57 IFR Currency _____ 61.58 PIC Proficiency _____

133 Demonstration _____ 137 Demonstration _____

(Attach a copy of endorsements, letters or logbook entries when requested)

k. Applicant Remarks

l. I certify that the information listed on this form is true and correct. In addition, I certify that I have read the information provided pursuant to Public Law 93-579 (Privacy Act of 1974).

Pilot: _____
(Signature) (Date)

m. ☐I certify that I have verified the information listed on this form and that it is true and correct to the best of my knowledge.

☐I certify that this pilot received a minimum of 10 hours of vertical reference/external load flight training for initial qualification, has received 2 hours of vertical reference longline training within the past 12 calendar months, and has demonstrated proficiency in accordance the Interagency Helicopter Practical Test Standards.

Company Official: _____
(Print Name and Title) (Signature) (Date)

II. Inspector Information:

a. Checklist of Documents Verified by the Inspector

			Exp Date
☐Pilot Certificate	☐VTR Training Endorsement	☐A110	
☐Medical Certificate	☐Signature Page – Ops & Safety Proc Guide	☐GCNP-SFRA	
☐14 CFR 135 Evaluation	☐OAS-60B	☐MH1	
☐14 CFR 137 Endorsement	☐OAS-64C	☐MH2	
☐14 CFR 133 Endorsement	☐MTN_FLY	☐MH3	

b.☐ Approved attach OAS-30B/5700-3A c.☐Disapproved (see remarks)

d. Inspector: _____
(Print Name) (Agency) (Date) (Signature)

e. Remarks: _____

ATTACHMENT 32 – PILOT EVALUATION FORM

OAS-69B (3-18) **HELICOPTER INTERAGENCY PILOT EVALUATION/QUALIFICATION CHECK**

Section I – Pilot/Evaluation Information

a. Pilot's Name (Last, First, Middle Initial)	b. Employed By:	c. Type of Evaluation: ☐Interim ☐Initial ☐Recurrent ☐Post-Accident ☐Differences	
d. Aircraft: (Make, Model & Series)	e. Aircraft Registration:	f. Location of Evaluation:	g. Flight Time:

Section II - Statement of Retention of Aircraft Pilot-in-Command Authority

a. Authority Statement: I will remain responsible as the sole Pilot-in-Command of the aircraft during this evaluation flight and I will refuse to attempt any maneuver which, in my opinion, may be hazardous, unsafe, or result in any contractual, company, or FAA violation.

b. Date	c. Pilot's Signature (sign prior to flight)

SECTION III - Pilot Evaluation Summary K-Knowledge D-Demonstrated Ability U-Unsatisfactory N-Not Evaluated

General Knowledge	K	D	U	N
Interagency Operations and Safety Procedure Guide (Fire Only)		--		
Pilot Authority and Responsibility		--		
Power Assurance Check		--		
Flight Time and Duty Day Limitations		--		
Personal Protective Equipment		--		
Contractual Knowledge		--		
Emergency/Survival Equipment		--		
Airspace/Communication Procedures		--		
(1) Fire Traffic Area/Temporary Flight Restrictions		--		
(2) Controlled/Uncontrolled Airspace		--		
Aircraft Documents		--		
(1) Rotorcraft Combination Load Manual		--		
(2) Hazardous Materials Handbook and Exemption Letter		--		

Emergency Procedures	K	D	U	N

Flight Preparation and Planning	K	D	U	N
Aircraft Pilot Operating Manual (applicable FMS's/STC's)				
Weight and Balance				
Load Calculation				
Aircraft Limitations				
Flight Plan/Flight Following				
Weather/NOTAMs				
Fuel Requirements				

Equipment Check	K	D	U	N
GPS navigation				
FM Radio Operation				

Flight Evaluation	K	D	U	N
Checklist Use				
Preflight Procedure				
Starting/Takeoff Procedures				
Flight Following				
Power Assurance Check				
Offsite (Helispot) Operations				
(1) Wind Evaluation				
(2) HOGE Power Check				
(3) Hi Recon (obstacles, approach/departure, LZ elevation)				
(4) Low Recon (suitability, slope, obstacles)				
Confined Area Operations				
Pinnacle Operations				
Ridgeline Operations				
Saddle Operations				
Shutdown/Postflight Procedures				
Crew Resource Management				
Judgment/Decision Making				

Instrument Procedures	K	D	U	N
Equipment Check				
ATC Procedures				
Navigation/Orientation				
Holding				
Approach 1				
Approach 2				
Approach 3				
Approach 4				
Missed Approach/Circling Approach				
Speed, Heading Altitudes				

Special Use Operations	K	D	U	N

Miscellaneous	K	D	U	N

Remarks

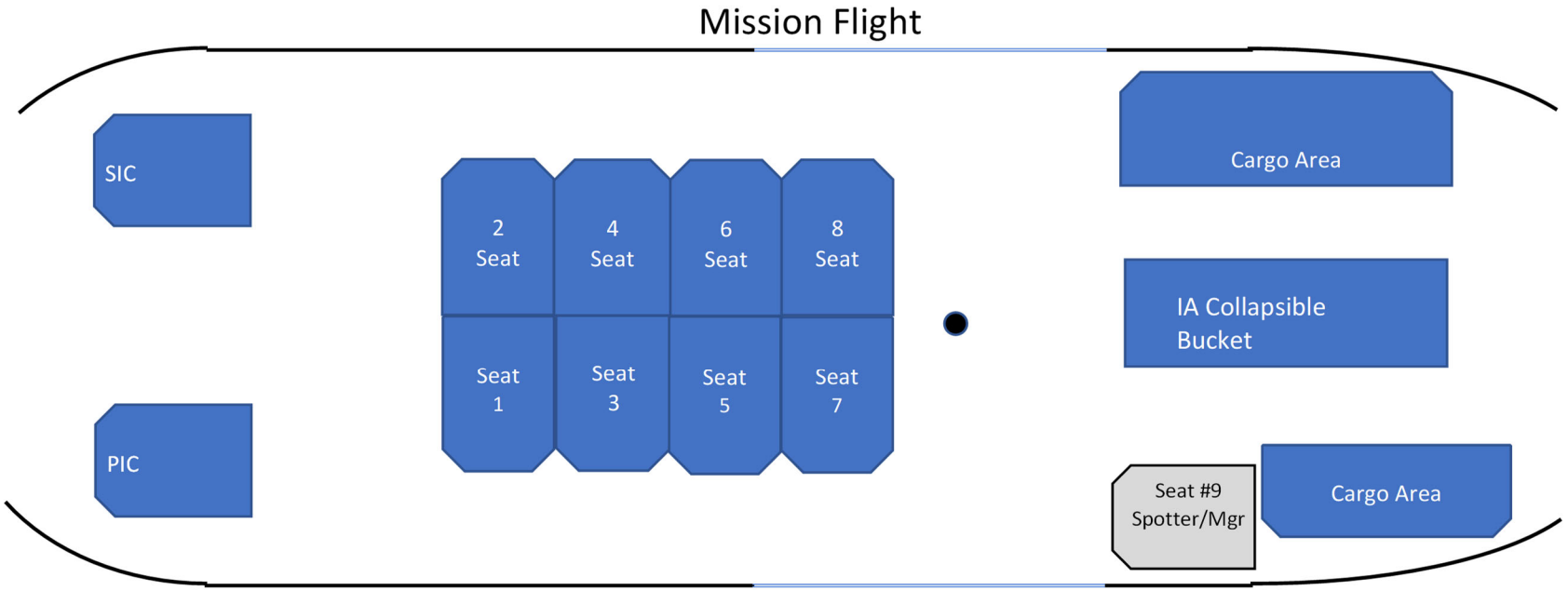
Section IV – Inspector Certification

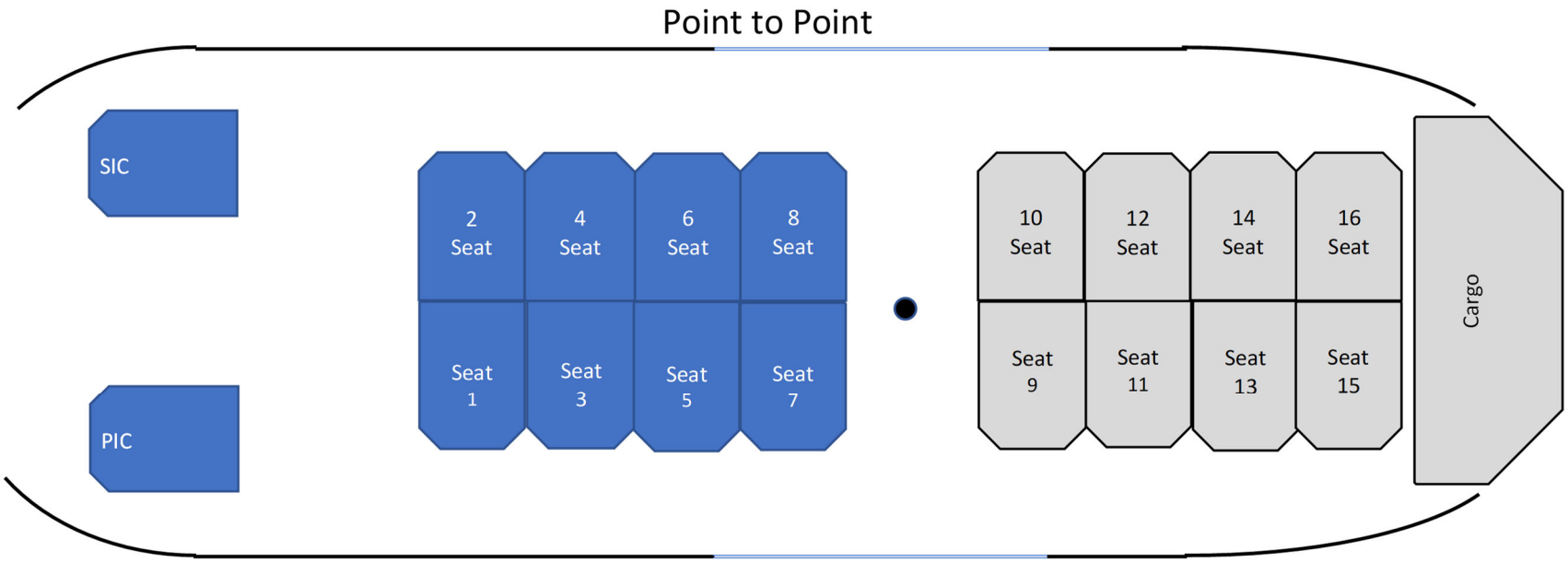
a. Result of Evaluation ☐Approved (attach a copy of pilot card) ☐Disapproved (see remarks)

b. Inspector's Name:	Office:	Inspector's Signature:

ATTACHMENT 33 – TYPE 1 SEATING CONFIGURATION

Airbus AS332L1 Super Puma – Rappel & Helitack Seating Configuration




Point to Point
SIC
PIC
2 Seat
4 Seat
6 Seat
8 Seat
Seat 1
Seat 3
Seat 5
Seat 7
10 Seat
12 Seat
14 Seat
16 Seat
Seat 9
Seat 11
Seat 13
Seat 15
Cargo

SECTION E: SOLICITATION PROVISIONS

SECTION E
SOLICITATION PROVISIONS

E.1 GENERAL INFORMATION

(a) The services of this Request for Proposals (RFP) are being acquired under the authority of Federal Acquisition Regulations (FAR), part 12, Acquisition of Commercial Products and Commercial Services in conjunction with FAR part 15, Contracting by Negotiations.

(b) If you wish to compete for the contract described in Sections A through D of this RFP, you must submit a proposal that includes a signed and dated offer and other requested information by the time and date shown on the SF 1449.

E.2 SIZE STANDARD AND NAICS CODE INFORMATION (AGAR 452.219-70) (SEP 2001)

The North American Industrial Classification System Code(s) and business size standard(s) describing the products and/or services to be acquired under this solicitation are listed below:

Contract line item(s):	All CLINs
NAICS Code:	481212
Size Standard:	1,500

E.3 FAR 52.212-1, INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS (NOV 2021/TAILORED)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition:

(1) Is set aside for small business and has a value above the simplified acquisition threshold;

(2) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(3) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b) *Submission of offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offerors must provide:

(1) Proposal Section 1: All signed solicitation Amendments, a Cover Letter, Points of Contact (POC's), applicable completed Pricing Workbooks for each offered aircraft,

Representations and Certifications (see FAR 52.212-3(b). Offeror shall complete the Standard Form 1449 (include UEI and email of representative authorized to bind in 17a).

(2) Proposal Section 2: Provide all the following Mandatory Documents (Mand Docs) in the file structure found in E.10.

(A) Copy of current 14 CFR Part 133 Operating Certificate and current FAA Letter of Authority for aircraft designated to operate under the 14 CFR Part 133 Operating Certificate. If the aircraft that are authorized to operate under Part 133 are listed separately in the Offeror's Part 135 or Part 133 Operations Specifications, the Letter of Authority is not required. Regardless of how the aircraft are listed (letter or ops specs), the Part 133 Operating Certificate is required.

(B) Copy of current 14 CFR Part 135 Operating Certificate and Operations Specifications, as applicable.

(C) Copy of current 14 CFR Part 137 Operating Certificate and Operations Specifications, as applicable.

(D) Submit current aircraft equipment list that documents installed equipment on aircraft when weighed. See Attachment 18, Weight and Balance Form (Form A).

(E) Current aircraft actual weighing documentation including scales listed by make, model, calibration date, name of individual, signature and certificate number on document that performed weighing (Aircraft Weighing Record). See Attachment 18, Weight and Balance Form (Form B). Must have been weighed within the last 24 months of the original due date of proposal submission.

(F) Documentation (including the name, weight, arm, and moment of each item) of all equipment added or removed since the aircraft was weighed to meet the contract specification. See Attachment 18, Weight and Balance Form (Form C).

(G) Helicopter Equipped Weight will be validated from (D), (E) and (F) above which should be equal to or less than the helicopter equipped weight as identified in B.2, Schedule of Items.

(H) Manufacturer's Technical Data for weight and capacity of the Tank and/or Bucket and the Tank and Pump Data Form found in Exhibit 11 as applicable.

(I) Additional Telemetry Unit (ATU) - Attachment 26

(J) Provide copies of all flight manual Hover Performance Charts used to calculate payload. All charts required for the accurate calculation of payload must be provided in response to the solicitation. If offering a CH-47D, provide documentation indicating either 10-minute or 30-minute charts being used for load

calculation. If offering a UH-60, provide documentation of the ATF from the flight manual.

(K) Summary table listing of all modifications by STC number or field approval and installation date. Copies must include FAA approval documents for all equipment required by the contract. Provide documentation supporting the tank being offered is currently approved and can be installed into aircraft being offered. Offerors proposing tanks not currently installed in the offered aircraft must include a letter of authorization for use by the STC holder to be eligible for award.

(L) Provide the following aircraft performance information for each offered aircraft (if more than one helicopter is offered, fill out a separate attachment for each helicopter. Include helicopter Make, Model, Variant, and Aircraft Registration Number.):

(A) Submit a legible Interagency Helicopter Load Calculation for each aircraft, in accordance with Attachment 11 (see B.3, Aircraft Performance Specifications). The helicopter-equipped weight shall be based on the actual weighing of the aircraft and shall meet the following requirements:

(1) The aircraft shall be weighed prior to submission of your proposal, and

(2) Must have been weighed within the last 24 months of the original due date of proposal submission.

(3) For the purpose of evaluating helicopter performance and computing the Interagency Helicopter Load Calculation, only current, and appropriate FAA-approved flight manual hover performance charts will be acceptable.

(B) Attachment 19, Computed Gross Weight, shall be used for Type 1 Helicopter calculation purposes.

(C) Payload shall be determined in accordance with, and in reference to, performance data and limitations contained within the FAA-approved flight manual or FAA-approved flight manual supplement. Hover payload shall be determined at zero knots.

(M) Copy of registration and airworthiness certificates for each proposed helicopter. If newly manufactured aircraft are offered, the Contract Line-Item Number and anticipated Serial Number may be provided in lieu of the registration and airworthiness certificates.

(N) Provide names of the Director of Maintenance, the Director of Operations, and the Chief Pilot, with supporting documentation demonstrating they meet the requirements of B.18(b).

(3) Proposal Section 3: Information from your Safety Management System (SMS) Components and Accident History:

(i) The Contractor shall provide a written submittal in response to the Safety Management System (SMS). The Contractor shall submit the information requested in Attachment 24, Safety Management System (SMS) Components and Accident History. Additionally, the offeror shall submit the Company SMS Manual, Operations Specifications, Operations Manual, Emergency Response Plan, Examples, and any additional documentation to document compliance with Attachment 24. Submit complete signed copies of your plans.

(ii) Total number of company flight hours (all fight hours inclusive of fixed-wing, rotor-wing, etc.) over the past five (5) years.

(iii) Total number of aircraft accidents over the past five (5) years.

(4) Proposal Section 4: Offerors shall submit Past Performance information and Organizational Experience information using the form provided in E-9, Offeror's Past Performance and Organizational Experience. The Government will obtain CPARs information for use in the evaluation. Do not submit CPARs forms with your proposal. E-9 will be used to evaluate Organizational Experience.

Offerors that would like non-federal agency input considered for Past Performance shall provide Attachment 13, Performance Report, to the past performance reference, who must complete the form and submit it directly to the Contracting Officer. This information must be received from the reference prior to the date and time set forth in the solicitation for receipt of proposals. Information received after the date set forth for receipt of proposals will not be considered.

(6) Offerors shall mail complete proposals in the format identified in E.10, on a USB flash drive (also called a jump or thumb drive), to the address below. Only timely proposals submitted to the following address on an USB flash drive will be accepted:

David Hershey
ATTN: RFP 1202SA22R9203
3833 S. Development Ave, STE 1100
Boise, ID 83705

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 180 calendar days from the date specified for receipt of offers unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during pre-award testing.

(e) [Reserved]

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 1700 hours, local time, for the designated Government office on the date that offers, or revisions are due.

(2) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(D) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn

orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award contracts without discussions. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to-

GSA Federal Supply Service Specifications Section
Suite 8100 470 East L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (https://assist.dla.mil/online/start/).

(ii) Quick Search (http://quicksearch.dla.mil/).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by-

(i) Using the ASSIST Shopping Wizard (https://assist.dla.mil/wizard/index.cfm);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier.*(Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) [Reserved]

(l) *Debriefing*. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial products, the make and model of the product, to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

E.4 FAR 52.212-2, EVALUATION-COMMERCIAL ITEMS (NOV 2021/TAILORED)

(a) This competitive negotiated acquisition will be conducted in accordance with FAR Parts 12 and 15. The evaluation for this acquisition will be conducted using the Lowest Price Technically Acceptable (LPTA) source selection process, as described at FAR Subsection 15.101-2. The Government intends to evaluate proposals and award multiple Firm-Fixed-Price (FFP), Indefinite-Delivery, Indefinite-Quantity (IDIQ) contracts for helicopter services, without discussions. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

(b) 'Acceptable' means the proposal clearly meets the minimum requirements of the solicitation. 'Unacceptable' means the proposal clearly does not meet the minimum requirements of the solicitation. An "Unacceptable" rating in any evaluation factor will result in an overall technical rating of "Unacceptable", which makes the proposal ineligible for award. The following evaluation factors establish the requirements of Acceptability and shall be used to evaluate: (1) Offer Acceptability, (2) Aircraft Payload, (3) Safety Management System (4) Organizational Past Performance, (5) Organizational Experience, and (6) Price. Proposed helicopter services not meeting the following minimum requirements, at the time of proposal submission, will be determined Unacceptable and excluded from HSS evaluation:

(1) Offer Acceptability:

Offers must assent to all terms of this solicitation and provide all Mandatory Documentation required by E.3, FAR 52.212-1, Instructions To Offerors-Commercial Items. Offers will be deemed Unacceptable if there are exceptions to any term of this solicitation or failure to provide required/complete Mandatory Documentation.

(2) Aircraft Payload (as identified in solicitation B.3, Helicopter Payload Specifications (Minimum) to be Used for Proposal Evaluation Purposes and Aircraft Weighing, and Weight Validation):

Payload HOGE-Non-Jettisonable (Personnel Transport): The Government will evaluate aircraft performance based on HOGE-Non-Jettisonable allowable payload.

Payload HOGE-Jettisonable (Bucket Equipped): The Government will evaluate aircraft performance based on the bucket & long line weight (derived from line 14 cargo manifest portion of the proposed Interagency Load Calculation and crosschecked with bucket technical data) subtracted from the HOGE-Jettisonable resulting in actual evaluated payload.

Payload HOGE-Jettisonable (Tank Equipped): The Government will evaluate aircraft performance based on the HOGE-Jettisonable payload offered. Tank weight will be captured by the proposer as installed equipment in the aircraft weighing documents and accounted for in the helicopters equipped weight listed in line 3 Helicopter Equipped Weight of the Interagency Helicopter Load Calculation.

(3) *Safety Management System Components and Accident History:*

The Government will evaluate whether Offeror's Safety Program/Culture is Acceptable or Unacceptable to the government using the SMS Components and Accident History information. The following SMS elements will be evaluated. The Government will evaluate your Safety Management System (SMS) by reviewing your response and the supporting documentation to the questions in Attachment 24 that are included in your company SMS.

(A) Key Safety Personnel and Commitment
(B) Offeror Operations Manual
(C) Emergency Response Plan
(D) Safety Risk Management
(E) Safety Assurance
(F) Compliance Monitoring
(G) Safety Promotion
(H) Training Programs
(I) Maintenance Personnel Qualifications
(J) Maintenance Control System

Each evaluator independently reviews and rates the materials provided by the vendor against Attachment 24. The materials are evaluated against Parts. The Source Selection Board will generate consensus to derive acceptability determination. To be considered acceptable in SMS, no more than a third of the reference numbers in Part 1 and Part 2 combined may be considered insufficient, no more than two thirds of them can be missing both reference and evidence, and the offeror must have a sufficient accident rating as described in Part 3.

Safety Management Systems (Part 1): The Government will validate responses to Attachment 24 to determine if both or either of the references and evidence are sufficient.

Safety Management Systems (Part 2): The Government will evaluate the references and evidence against the requirement description found in Attachment 24 to determine if they are sufficient.

Accident Rate (Part 3): The Government will convert the offeror's number of accidents and hours flown in the last five years into an accident rate per 100,000 flight hours. The

Offeror's accident rate is compared to 1.25 times the overall USFS suppression aircraft accident rate for the previous five years, which equates to 2.93 accidents per 100,000 flight hours. Offerors with zero accident rates or an accident rate of 2.93 or less accidents per 100,000 flight hours will be considered sufficient for Part 3. Offerors having an accident rate greater than 2.93 accidents per 100,000 flight hours will undergo a review of the documentation the offeror provided regarding the circumstances around their accidents and a determination of if it is sufficient or insufficient to the government based off how the company addressed those accidents within their SMS program/processes (Did the Offeror utilize its SMS program as its SMS Manual describes and what were the results from utilizing its SMS program, i.e., developed lessons learned, implemented changes etc. in regards to those accidents). Additionally, for offers who have an accident rate greater than 2.93 accidents per 100,000 flight hours without providing documentation regarding the circumstances around your accidents and/or those accidents are not addressed within your SMS program/processes, will be determined insufficient for Part 3.

(4*) Organizational Past Performance:*

Past performance will be evaluated on an Acceptable/Unacceptable basis. 'Acceptable' means based on the Offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform in accordance with the solicitation. "Unacceptable" means based on the offeror's performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform in accordance with the solicitation. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will receive a Neutral rating, as the offeror may not be evaluated favorably or unfavorably on past performance. A rating of Neutral will be deemed Acceptable.

The Government's evaluation of Organizational Past Performance will be based on performance while under government contract and performance in providing services similar to B.1, Scope of Contract. An overall rating of satisfactory performance assessed from the offeror's record of performance and having no terminations for default will be considered Acceptable.

Organizational Past Performance will be based on services similar in size, content, and complexity to requirements of this solicitation where characteristics such as technical excellence, responsiveness, safety, communication, and management were successfully implemented. Past Performance is a measure of the degree to which you have satisfied your customers, complied with Regulations, provided quality service, provided management support, and successfully implemented safety controls into your operation. Your past performance will be evaluated on the basis of information obtained from references and other sources, including any information on your

company contained in the CPARS. Non-Federal references must be submitted prior to the closing date of the solicitation by the reference per the directions above or they will not be used. The Government will not consider past performance more than three years old.

(5) *Organizational Experience*:

Offeror experience having fully operated a helicopter(s) with qualified and proficient personnel and equipment which meet the specifications, as identified in Section B, will be considered Acceptable.

(6) *Price*:

Each price proposal for contract award shall be evaluated to determine its reasonableness and to determine the demonstrated understanding of the level of effort needed to successfully perform the services. A price analysis will be conducted to determine overall price reasonableness.

(c) *Options:*

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(d) *Source Selection:*

Contract awards will be made to all offerors whose proposals demonstrate responsibility in accordance with FAR Part 9, conform to all solicitation requirements, meet the Technically Acceptable standard for the non-price factors, and whose proposed rates have been deemed fair and reasonable by the Contracting Officer.

Task orders will be awarded to Contractors that provide the lowest Total Evaluated Price. The Government will determine the Total Evaluated Price by multiplying the rate for all requested items times the guaranteed and estimated number of units for all requested years. The Government reserves the right to use the Tradeoff process, as described at FAR Subsection 15.101-1, if clearly indicated on the task order request for proposals. Large Businesses will be allowed to compete on EU Task Order Requests for Proposals after consideration of Small Businesses has been exhausted.

(e) *Notice of Award:*

A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the

Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

E.5 INQUIRIES (AGAR 452.204-70) (FEB 1988)

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the Contracting Officer issuing the solicitation about any aspect of this requirement prior to contract award.

E.6 AMENDMENTS TO PROPOSALS (AGAR 452.215-72) (FEB 1988)

Any changes to a proposal made by the offeror after its initial submittal shall be accomplished by replacement pages. Changes from the original page shall be indicated on the outside margin by vertical lines adjacent to the change. The offeror shall include the date of the amendment on the lower right corner of the changed pages.

E.7 52.252-1, SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.acquistion.gov

(1) FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (FAR 52.212-5)(DEVIATION JUL 2020)(MAY 2022)

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS INCORPORATED BY REFERENCE:

52.223-1 Biobased Product Certification (May 2012)
52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions relating to Iran-Representation and Certifications (JUN 2020)

E.8 52.212-3, OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (MAY 2022)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management

(SAM) accessed through https://www.sam.gov. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v)) of this provision.

(a) *Definitions.* As used in this provision--

"Covered telecommunications equipment or services" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

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

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Inverted domestic corporation," means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except—

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

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

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

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

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

(8) PSC 9610, Ores;

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

(10) PSC 9630, Additive Metal Materials.

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

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

"Reasonable inquiry" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

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

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

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

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

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

(6) Have been voluntarily suspended.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

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

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

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

Small business concern—

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

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

"Small disadvantaged business concern, consistent with 13 CFR 124.1002," means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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

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

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)," means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

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

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

(2) Whose management and daily business operations are controlled by one or more women.

(b)

(1) *Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.*

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through http://www.sam.gov. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs __. [Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

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

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

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

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture*: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

(2) *Affirmative Action Compliance*. The offeror represents that --

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352 http://uscode.house.gov/). (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American – Supplies, is included in this solicitation.)

(1) (i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(iii) The terms "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.:	Country of Origin:

[List as necessary]

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

(g)

(1) *Buy American -- Free Trade Agreements -- Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) (A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:

[*List as necessary*]

(iii)The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.:	Country of Origin:

[*List as necessary*]

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

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act":

Israeli End Products:

Line Item No.:	Country of Origin:

[*List as necessary*]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:

[*List as necessary*]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[*List as necessary*]

(iii)The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products

without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5)(a) for which the liability remains unsatisfied.

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

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

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

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax

liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appear rights.

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

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Line Item No.:	Country of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country

as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) ☐ Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

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

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

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

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

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

(iii)Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

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

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701)*. (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN:_____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent:

☐ Name and TIN of common parent:

Name _____

TIN _____

(m) *Restricted business operations in Sudan*. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation*. The offeror represents that—

(i) It ☐ is, ☐ is not an inverted domestic corporation; and

(ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii)Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50(U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror*. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:_____

Immediate owner legal name:_____

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code:_____

Highest level owner legal name:_____

(Do not use a "doing business as" name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by section 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless and agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that--

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been

exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code _____(or mark "Unknown).

Predecessor legal name: _____.

(Do not use a "doing business as" name).

(s) Reserved.

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(s)(1)).

(1) This representation shall be completed if the Offeror received $7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than $7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [*Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)*].

(i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii)A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked ``does'' in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) Covered Telecommunications Equipment or Services-Representation. Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(2) The Offeror represents that

(i) it ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it it ☐ does, ☐ does use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

SECTION E
SOLICITATION PROVISIONS

E.9 OFFEROR'S PAST PERFORMANCE AND ORGANIZATIONAL EXPERIENCE REFERENCE QUESTIONNAIRE

OFFEROR NAME:	DATE
Number of Years of Experience Providing Helicopter Services as an Organization:	
Number of Years of Experience Supporting Wildland Fire Suppression Operations as an Organization:	
Number of Helicopters Operated by the Organization:	A/C Make/Models Operated:
Number of Helicopters on Exclusive Use Contracts per year over the past five years: ____ ____ 2019 ____ 2020 ____ 2021 ____ Average Est. Value Annually: $	
Est. Annual Value of All Helicopter Work: $	Estimated Annual Flight Hours:
Est. Annual Value of All Helicopter Work in support of Wildland Fire:	Est. Annual Flight Hours in Support of Wildland Fire:

Primary Type of Work Done:			
Location of Work Done:			A/C Make/Model Used:
Contract #: ☐ None	☐ Exclusive Use ☐ Call When Needed	Use Dates: TO	CHECK ALL THAT APPLY ☐ 2021 ☐ 2020 ☐ 2019
Est. Annual Value of Work:	Estimated Annual Flight Hours:	Client Name/ Point of Contact:	
Client Telephone #:		Client Facsimile #:	

Primary Type of Work Done:			
Location of Work Done:			A/C Make/Model Used:
Contract #: ☐ None	☐ Exclusive Use ☐ Call When Needed	Use Dates: TO	CHECK ALL THAT APPLY ☐ 2021 ☐ 2020 ☐ 2019
Est. Annual Value of Work:	Estimated Annual Flight Hours:	Client Name/ Point of Contact:	
Client Telephone #:		Client Facsimile #:	

Primary Type of Work Done:			
Location of Work Done:			A/C Make/Model Used:
Contract #: ☐ None	☐ Exclusive Use ☐ Call When Needed	Use Dates: TO	CHECK ALL THAT APPLY ☐ 2021 ☐ 2020 ☐ 2019
Est. Annual Value of Work:	Estimated Annual Flight Hours:	Client Name/ Point of Contact:	
Client Telephone #:		Client Facsimile #:	

E.10 OFFER SUBMITTAL FORMAT

Offerors shall mail complete proposals in the format identified below on a USB flash drive (also called a jump or thumb drive) to the address provided in E.3. Only timely proposals submitted to this address on an USB flash drive will be accepted. Documents may be PDF, MS Word, Excel, etc., however, the file name shall be labeled as listed below (i.e., Amend01.doc may be Amend01.xlsx or Amend01.pdf). Offerors may include additional information however, the name of the document shall not exceed 30 characters, excluding the extension (.docx, .pdf, .xlsx, etc.).

Red = Folders
Blue = Subfolders
Black = Documents

Sect 1 – Section 1 information shall be included in the following subfolders

Amendments – All signed solicitation amendments below with same naming convention
Amend01.docx
Amend02.docx
AmendEtc.docx

Cover Letter – If desired include cover letter below
CoverLetter.docx

POCs – Include points of contacts for the solicitation below
POCs.docx

Pricing Workbook
Pricing Workbook.xlsx
Pricing Workbook T1_N123XY_SmithHelicopters.xlsx
Pricing Workbook_T1Modern_N124XY_SmithHelicopters.xlsx

Reps&Certs – Company Representations and Certifications here
Reps&Certs.docx

SF1449 – SF 1449 Form signed with UEI Number
SF1449.docx

Sect 2

Mand Docs – see subfolders for information

AC Performance Charts –Performance charts – separate folder for each aircraft

N123X Charts
N123XCharts.docx

N234X Charts
N234XCharts.docx

AirworthinessCerts – Include airworthiness Certificate for each aircraft separate folders

AWCN123X
AWCN123X.docx

AWCN234X
AWCN234X.docx

Current W&B Forms A,B,C – Include Weight and Balance docs – separate folder for each aircraft

W&BN234X
ChartA.docx
ChartB.docx
ChartC.docx

W&BN123X
ChartA.docx
ChartB.docx
ChartC.docx

FAA133Cert&Opspecs – FAA 133 Cert & Op Specs
FAA133Cert.docx

FAA135Cert&Opspecs – FAA 135 Cert & Op Specs if applicable
FAA135Cert.docx

FAA137Cert&Opspecs – FAA 137 Cert & Op Specs
FAA137Cert.docx

InfoChief,Pilot,DOM,DOO – Include info for Chief Pilot, DO, and DOM here
ChiefPilotInfo.docx
DirOpsInfo.docx
DOMInfo.docx

LoadCalculation – Include Load Calculation – separate folder for each aircraft

LoadCalcN123X
LoadCalcN123X.docx

LoadCalcN234X

LoadCalcN234X.docx

SummaryListSTC&337s – Include summary list of STCs and 337s here – separate folder for each aircraft

STCListN123X

STCListN123X.docx

STCListN234X

STCListN234X.docx

Tech Data Bucket, Tank, & ATU – Include in subfolders

BucketData – Enter manufactures data for Buckets – separate folder for each aircraft

BucketDataN123X

BucketDataN123X.docx

BucketDataN234X

BucketDataN234X.docx

TankData - Enter manufactures data for Tanks and the Tank and Pump Data Form found in Exhibit 11 – separate folder for each aircraft

TankDataN123X

TankDataN123X.docx

TankDataN234X

TankDataN234X.docx

ATU – Attachment 26 Additional Telemetry Unit

Sect 3

HrsFlownAccidents – Include total hours flown by company over 5 years, list of accidents in past 5 years, and Accident Prevention Action Plan if applicable

AccidentPreventionPlan.docx
Accidents.docx
HRSFlown.docx

SMSInfo – Enter all SMS info in following folders

Reference&EvidenceAttachment 24

SMSSupportDocs-other

Sect 4

OrganizationalExperienceInfo - include Form E-9 and any other supporting documentation for experience

FormE-9.docx
OtherExperienceSupport.docx

PastPerformanceInfo – List of reference that you anticipate submitting past performance information directly to the CO.

ListPPInfoRequested.docx