



Idaho Department of Lands

REQUEST FOR PROPOSAL

**Exclusive Use Aviation - Type 1 Helicopter
25-701**

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RFP ADMINISTRATIVE INFORMATION

RFP Title and Number:	Exclusive Use Aviation - Type 1 Helicopter 25-701
RFP Project Description:	Secure an exclusive use agreement with a qualified contractor to provide a Type 1 helicopter for IDL's fire response duties.
IDL Solicitation Lead:	Sherry Leason, IDL Contracts Officer Idaho Department of Lands (IDL) sleason@idl.idaho.gov 208.666.8619
Submitting Sealed Proposal:	
Submitting Manually: MANUAL PROPOSALS MUST BE RECEIVED AT THE PHYSICAL ADDRESS DESIGNATED FOR COURIER SERVICE AND TIME/DATE STAMPED BY IDL PRIOR TO THE CLOSING DATE AND TIME.	Address for Courier and US Mail: 3284 W. Industrial Loop Coeur d'Alene, ID 83815
Submit electronically via Instructions:	Electronic Submission Email: PurchasingITB@idl.idaho.gov
Pre-Proposal Conference Date/Time:	Tuesday, April 8, 2025 at 9.30 a.m. Pacific Daylight Time (PDT)
Pre-Proposal Conference Location:	3284 W. Industrial Loop Coeur d'Alene, ID 83815 Conference Room: Sundance Room
Deadline to Receive Questions:	Thursday, April 15, 2025
RFP Closing Date and Time:	Tuesday, May 6, 2025 by 3.00 p.m. PDT
Public Opening Date:	Tuesday, May 6, 2025 at 3.30 p.m. PDT
Initial Term of Contract and Renewals:	Initial Term of Contract is one (1) year. Upon mutual, written agreement, the Contract may be renewed (aka "option years"), extended or amended. The anticipated total Contract term is five (5) years.

1 STANDARD CONTRACTOR INFORMATION

1.1. Purpose

IDL is soliciting proposals from qualified contractors for the purpose of providing a Type 1 Helicopter – specifically a heavy S70/UH60 series aircraft – for exclusive use in IDL’s fire response duties.

1.2. Background Information

As the Idaho Department of Lands (IDL) does not own any aircraft capable of fulfilling contractual needs internally, these services are intended to provide helicopter aviation support for initial and extended attack on wildfires occurring throughout the state of Idaho.

IDL operates in cooperation with multiple jurisdictions; and the services required by contract can result in cross-jurisdictional responsibilities during the term of the agreement. The State has Interagency and cooperative agreements with, including but not limited to, Federal Agencies, other State of Idaho Agencies, and other States/Provinces/Territories. Helicopter may be dispatched under the Contract resulting from this solicitation for such use.

1.3. Standard Contractor Information

1.3.1. Addenda

It will be the respondent’s responsibility to check for any addenda prior to submitting a proposal. In the event it becomes necessary to revise any part of the solicitation documents, addenda will be made available. Information given to a respondent will be available to all other respondents if such information is necessary for purposes of submitting a proposal or if failure to give such information would be prejudicial to uninformed respondents. All information will be publicly posted at [IDL Contracting](#).

1.3.2. Burden of Proof

ANY VARIATIONS of brand names or deviations from the specifications MUST BE CLEARLY STATED. It shall be the responsibility and burden of the submitting vendor to furnish the State WITH ITS ORIGINAL SUBMISSION sufficient data to determine if the goods or services offered conform to the specifications.

1.3.3. Oral Information

The State will not be responsible for any verbal or oral information regarding a proposal.

1.3.4. Disqualification and Award Information

The state reserves the right to make reasonable inquiry to determine the responsibility of a contractor. Such requests may include but not be limited to financial statements, credit ratings, statements of experience and past

performance, references, etc. Successful contractors must show to the satisfaction of the Idaho Department of Lands that they have sufficient equipment and work crews to complete the work contracted by the time specified. The unreasonable failure of a contractor to promptly supply information in connection with such a request is reason for disqualification. Except as otherwise provided by law, information furnished by the contractor pursuant to this provision may not be disclosed outside the Idaho Department of Lands without prior written consent of the Contractor. Disqualification of a high-ranking contractor may be pursued when their reputation, experience or references are such as to create a doubt about satisfactory job completion or if the cost proposal is considerably below Department estimates and all other competing cost proposals. The IDL Solicitation Lead will contact the contractor and request that they disqualify themselves by withdrawing in writing. If the contractor refuses to withdraw, the IDL Solicitation Lead may notify the contractor in writing or email that the Department will not offer the contractor a contract and proceed with an award to the next responsible contractor.

1.3.5. Partnerships

Contractors responding as partners must furnish the Idaho Department of Lands the name of the partnership, names of the partners, and the partnership's federal taxpayer ID number. All payments will be made to the partnership.

1.3.6. Internal Revenue Services Reporting Requirement

IRS rules and regulations require employers to submit a miscellaneous income form (IRS form 1099) for all contractual persons who receive \$600 or more in a calendar year. Incorporated firms are exempt from this reporting requirement. The contractor's taxpayer identification number (Social Security or employer number) must be listed on the signature page of the contract.

1.3.7. Public Records

The Idaho Public Records Law, Idaho Code Sections 74-101 through 74-126, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a state or local agency regardless of the physical form or character. ALL, OR MOST (there are exceptions), OF THE INFORMATION CONTAINED IN YOUR RESPONSE TO THE STATE'S SOLICITATION WILL BE A PUBLIC RECORD SUBJECT TO DISCLOSURE UNDER THE PUBLIC RECORDS LAW.

1.3.8. Workers Compensation Insurance

All persons working for the State under any contract of hire, expressed or implied, must be covered by worker's compensation insurance. (Reference Title 72, Idaho Code). Contact the Idaho Industrial Commission with any Worker's Compensation questions.

Any contractor who hires employees to accomplish the contracted work must provide a certificate of worker's compensation insurance.

1.3.9. Preferences

Section 67-2349, Idaho Code, requires application of a preference in determining which contractor submitted the lowest responsive, responsible cost proposal. If the contractor who submitted the lowest cost proposal is domiciled in a state which has a preference law that penalizes Idaho domiciled contractors, then the State must apply a reciprocal preference. The penalty applied to out-of-state contractors competing against Idaho contractors is determined by the penalty applied by the contractor's domiciliary state to its out-of-state contractors.

In determining domicile, the following "rule of thumb" will be used: Corporations – the state in which the corporation is chartered or incorporated; Sole proprietor or partnership – the state in which the permanent headquarters of the business is located.

A contractor domiciled outside the boundaries of the state of Idaho may be considered as an Idaho domiciled contractor provided that there exists for a period of one year preceding the date of the proposal a significant Idaho economic presence as defined herein. A significant Idaho economic presence shall consist of the following: (a) That the contractor maintains in Idaho fully staffed offices, or fully staffed sales offices or divisions, or fully staffed sales outlets, or manufacturing facilities, or warehouses or other necessary related property; and (b) if a corporation, that it be registered and licensed to do business in the state of Idaho with the Office of the Secretary of State.

1.3.10. Rejection of Proposals and Cancellation of Solicitation

Prior to the issuance of a contract, the State shall have the right to accept or reject all or any part of a proposal when: (i) it is in the best interests of the State of Idaho; (ii) the proposal does not meet the minimum specifications; (iii) the proposal is not the highest qualifying proposal after evaluation; (iv) a finding is made based upon available evidence that a respondent is not responsible or is otherwise incapable of meeting specifications or providing an assurance of ability to fulfill contract requirements; or (v) the proposal deviates to a major degree from the specifications, as determined by the State (minor deviations, as determined by the State, may be accepted as substantially meeting the requirements). Deviations will be considered major when such deviations appear to frustrate the competitive solicitation process or provide a respondent an unfair advantage. Prior to the issuance of a contract, the State shall have the right to reject all proposals or to cancel the solicitation. Cancellation may be for reasons that include but are not limited to: (i) inadequate or ambiguous specifications; (ii) specifications have been revised; (iii) property is no longer required; (iv)

there is a change in requirements; (v) all proposals are deemed unreasonable or sufficient funds are not available; (vi) proposals were not independently arrived at or were submitted in bad faith; (vii) it is determined that all requirements of the solicitation process were not met; (viii) insufficient competition; or (ix) it is in the best interests of the state of Idaho.

1.3.11. Award Procedures

IDL reserves the right to enter into negotiations in accordance with IDL Procurement Policy 455.

The State will notify all respondents by mail and/or email, of its intent to award a contract and the party(ies) to whom the contract will be awarded. After elapse of the five (5) day appeal period, if no appeals are received, the State will award a contract to the successful respondent(s).

Respondents to whom a contract has been awarded will have fourteen (14) calendar days from the date of the award notice to return to the State a signed copy of the contract along with the required bonding and certificates of insurance. If the State does not receive such documents within the specified time period, the State may declare, at its sole discretion, that all respondent's rights to the contract are forfeited, and the State may proceed without further delay or notice to award the contract to the next low respondent.

2 QUESTIONS

2.1. Restrictions on Communications

From the issue date of this RFP, until a contract is awarded, or the RFP is cancelled, vendors are prohibited from communications regarding this RFP with IDL, evaluation committee members, or other associated individuals, except the IDL Solicitation Lead assigned to the project.

2.2. Pre-Proposal Conference

A non-mandatory pre-proposal conference will be held at the location and time as indicated in Section 1, page 1 of this RFP. This will be your opportunity to ask questions, in person, with the IDL staff. All parties interested are invited to participate either by attending the conference in person or virtually. Those choosing to participate must pre-register to receive conferencing and meeting details by submitting the completed **Attachment 1 - Pre-Proposal Conference Registration Form** via email to the IDL Solicitation Lead. Parties interested are asked to register by April 3, 2025 to allow the IDL Solicitation Lead the time necessary to get invites sent. Any oral answers given by the State during the pre-proposal conference are unofficial and will not be binding on the State. Conference attendance is at the participant's own expense.

2.3. Questions

2.3.1. This solicitation has been issued directly to known, potential, interested vendors, and publicly posted on IDL's website at [IDL Contracting](#). The IDL Solicitation Lead is the only contact for this Solicitation. All correspondence must be in writing. In the event that it becomes necessary to revise any part of this RFP, amendments will be posted at [IDL Contracting](#). It is the responsibility of parties interested in this RFP to monitor IDL's website for any updates or amendments. Any oral interpretations or clarifications of this RFP must not be relied upon. All changes to this RFP will be in writing and must be posted publicly to be valid.

2.3.2. Questions or other correspondence must be submitted in writing to the IDL Solicitation Lead (see contact information in the RFP Administrative Information, page 1).

2.3.3. Written questions must be submitted using **Attachment 2 - Offeror Questions**. Official answers to all written questions will be posted to IDL's website as a solicitation addendum.

2.4. Vendor Proposed Modifications and Exceptions to Requirements, Terms, and Conditions

2.4.1. Vendors are strongly encouraged to submit any proposed modifications to the requirements, terms, or conditions of the RFP on **Attachment 2 - Offeror Questions** prior to the deadline to submit questions. Questions regarding these requirements must contain the following:

- The rationale for the specific requirement being unacceptable to the party submitting the question (define the deficiency).
- Recommended verbiage for the State's consideration that is consistent in content, context, and form with the State's requirement that is being questioned.
- Explanation of how the State's acceptance of the recommended verbiage is fair and equitable to both the State and to the party submitting the question.

2.4.2. In the event that a Proposal contains modifications or exceptions to any Solicitation requirements, terms, or conditions which are not addressed during the question and answer period, they must be identified and submitted on **Attachment 3 - Modification and Exception Form** and must contain the same information outlined above. The State will not consider any modifications or exceptions that are not identified specifically on Attachment 3 or already addressed through the Q&A addendum.

2.4.3. The State has sole discretion to determine if the modifications or exceptions submitted by an Offeror would result in a material change or otherwise threaten the integrity of the procurement process. Minor deviations

are determined by IDL (see 1.3.10 above). Modifications or exceptions which the State determines to be material, or which otherwise threaten the integrity of the procurement process, will not be accepted or negotiated. In the event that the Offeror has conditioned its proposal on the State's acceptance or negotiation of its proposed modifications or exceptions, and the modifications or exceptions are deemed material, the Offeror will be given the opportunity to retract the proposed modifications or exceptions from its proposal. Failure to do so will result in the Offeror's proposal being found non-responsive, after which it will receive no further consideration.

2.4.4. Non-material modifications or exceptions may be discussed with the apparent successful Offeror, at the discretion of the State; however, the State shall have the right to reject any and all such modifications and/or exceptions, or to call an end to such discussions, and to instruct the Offeror to amend its proposal and remove the modifications and/or exceptions. Failure to do so may result in the State finding the proposal non-responsive.

2.4.5. Except as otherwise provided within the Solicitation, the State will not consider modifications or exceptions to the requirements, terms, or conditions which are proposed after the RFP Closing Date

3 INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

3.1. General Instructions

3.1.1. Proposals may be submitted electronically or manually, as detailed below. Except as otherwise addressed in this solicitation, all submission materials must be submitted at the same time (in a single package or electronic submission). If multiple submissions are received, only the final timely submission will be considered.

3.1.2. Alternate proposals are not allowed.

3.1.3. All electronic files (whether submitted electronically or manually) must be in Microsoft Word or Excel format; the only exception is for financials, brochures or other information only available in an alternate format (e.g., PDF).

3.1.4. While it is not mandatory to submit your proposal electronically, any awardee must have a supplier profile in the State's eProcurement system, LUMA, as it is necessary in order to process the resulting Contract(s). Establishing an account is free and only takes a few minutes.

3.2. Trade Secrets

The State broadly describes trade secrets to "include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy." In addition to marking each page of the document with a trade secret notation (REQUIRED), Offerors must also:

3.2.1. Identify with particularity the precise text, illustration, or other information contained within each page marked "trade secret" (it is not sufficient to simply mark the entire page). The specific information you deem "trade secret" within each noted page must be highlighted, italicized, identified by asterisks, contained within a text border, or otherwise clearly delineated from other text/information and specifically identified as a "trade secret."

3.2.2. Provide a separate document entitled "List of Redacted Trade Secret Information" which provides a succinct list of all trade secret information noted in your proposal; listed in the order it appears in your documents, identified by Page #, Section #/Paragraph #, Title of Section/Paragraph, specific portions of text/illustrations; or in a manner otherwise sufficient to allow the IDL Solicitation Lead to determine the precise text/material subject to the notation. Additionally, this list must identify with each notation the specific basis for your position that the material be treated as exempt from disclosure and how the exempting the material complies with the Public Records Law.

3.2.3. Submit a redacted copy of the proposal with all trade secret information removed or blacked out. The redacted copy must be submitted electronically, with the word "redacted" in the file name, whether the proposal is submitted manually or electronically.

3.3. Electronic Submission

3.3.1. Electronically submitted proposals must be submitted to PurchasingITB@idl.idaho.gov. When submitting electronically, beware of the following.

3.3.2. Vendors are strongly encouraged to begin the process of submitting the response far enough in advance of the due date End Time to allow for resolution of any potential technical/delivery difficulties. Be advised that the state is not responsible for a Vendor's failure to timely submit a responsive submission due to any technical or technological difficulties.

3.3.2.1. Special Note: As this is a formal, closed solicitation process, IDL cannot open any emails/documents/correspondence from an Offeror concerning its proposal before the public proposal opening. You will not get a receipt notice from IDL.

3.3.2.1.1. If the Offeror wishes to, it can call the IDL Solicitation Lead to confirm an email went through, but the Solicitation Lead cannot confirm all documents are there...just that email(s) was/were received.

3.3.3. IDL has a transmission limit for all incoming emails of approximately 25mbs, which includes any of the header data from your specific email provider's domain (which can be a couple of mbs just by itself). **There is no automatic bounce-back message for emails that cannot be received by IDL.** If your email to PurchasingITB@idl.idaho.gov is anywhere over 20mbs, it is a much better idea to submit manually.

3.3.4. Offerors are advised to give all electronic attachments descriptive file names, in addition to organizing and consolidating in a manner which allows the IDL Solicitation Lead and evaluators to efficiently navigate the Offeror's response.

3.3.5. Offerors must include a Subject Title for the email denoting 25-701 – Exclusive Use Aviation – Type 1 Helicopter and stipulating the due date and time: Due May 6, 2025, 3pm PDT.

3.4. Manual Submission

3.4.1. The proposal must be addressed to the IDL Solicitation Lead, sealed, and identified as "25-701 - Exclusive Use Aviation Type 1 Helicopter." Include your company name on the outside of the package.

3.4.2. The Technical Proposal and separately sealed Cost Proposal must be submitted at the same time (place all proposal response materials within a larger package). If your proposal does not fit in a single package, mark the packages to indicate the number of packages included in the submission (e.g. "Box 1 of 2").

3.4.3. Each proposal must be submitted with one (1) complete original of the Technical Proposal and one (1) complete original of the Cost Proposal.

3.4.3.1. Special Note: As this is a formal, closed solicitation process, IDL cannot open any documents/correspondence from an Offeror concerning its proposal before the public proposal opening. You will not get a receipt notice from IDL.

3.4.3.1.1. It is the Offeror's responsibility if it requires a delivery receipt by working with the courier/mail service before posting.

3.4.4. Offerors submitting manually must also submit one (1) electronic copy of the entire proposal on a USB device. The format and content must be the same as the manually submitted Proposal. The electronic version must NOT be password protected or locked in any way.

3.4.5. The Technical Proposal must be separately sealed, identified "Technical Proposal – 25-701 - Exclusive Use Aviation Type 1 Helicopter."

3.4.6. The Cost Proposal must be separately sealed, identified as "Cost Proposal – 25-701 - Exclusive Use Aviation Type 1 Helicopter."

4 PROPOSAL FORMAT

These instructions describe the format to be used when submitting a proposal. The format is designed to ensure a complete submission of information necessary for an equitable analysis and evaluation of submitted proposals. There is no intent to limit the content of proposals.

4.1. Table of Contents

Include a table of contents in the Technical Proposal identifying the contents of each section, including page numbers of major Sections.

4.2. Format

Proposals shall follow the numerical order of this RFP continuing through the end of the applicable RFP Attachments/Exhibits, including all mandatory submission items detailed throughout the RFP. Proposal sections and subsections must be identified with the corresponding numbers and headings used in this RFP. When formatting your proposal, restate the RFP section or subsection followed by your response.

Offerors are encouraged to use a different color font, bold text, italics, or other indicator to clearly distinguish the RFP section from the Offeror's response. Except for brochures, financials, work samples, or other similar submission items, all electronic proposals must be submitted in Microsoft Word or Excel, and must not be locked. Offerors are strongly cautioned against including website links or imbedded documents in the proposal; the State will not be responsible for the IDL Solicitation Lead or any evaluator's failure to consider information outside of or imbedded in the proposal.

4.3. Special Disclaimer for Offerors

When responding to the required sections of Business Information, Organization and Staffing, and Scope of Work (Sections 7, 8, and 9 of the RFP below), the Offeror must formulate proposal responses accounting for all the requirements included in the Scope of Contract Conditions (Appendix C).

4.4. Evaluation Codes

(M) Mandatory Response - failure to respond to any (M) section, or to comply with any mandatory specification or requirement, will render Offeror's proposal non-responsive and no further evaluation will occur.

(ME) Mandatory and Evaluated Response - failure to respond to any (ME) section, or to comply with any mandatory specification or requirement in an (ME) section, will render Offeror's proposal non-responsive and no further evaluation will occur. Offeror must respond to these sections as directed; points will be awarded based on predetermined criteria.

Note: The State reserves the right to seek clarification on any (M), or (ME) requirement.

5 PROPOSAL REVIEW, EVALUATION, AND AWARD

5.1. Overview

The objective of the State in soliciting and evaluating proposals is to ensure the selection of a firm or individual that will produce the best possible results for the funds expended.

5.1.1. All proposals will be reviewed first to ensure that they meet the Mandatory Submission Requirements of the RFP as addressed in RFP Sections noted with an (M) or (ME). Any proposal(s) not meeting the Mandatory Submission Requirements will be found non-responsive.

5.1.2. Evaluation Criteria

Technical Proposal:

Mandatory Submission Requirements	Pass/Fail
Business Information (Section 7)	225 points
Organization and Staffing (Section 8)	225 points
Scope of Work (Section 9)	350 points
<u>Cost Proposal</u>	<u>200 points</u>
TOTAL POINTS	1,000 points

5.2. Technical Proposal

5.2.1. The Technical Proposal will be reviewed first on a "pass" or "fail" basis to determine compliance with those requirements listed in the RFP with an (M) or (ME). All proposals which are determined by the State, in its sole discretion, to be responsive in this regard will continue in the evaluation process outlined in this Section.

5.2.2. The Technical Proposal will be evaluated and scored utilizing one (1) or more Technical Proposal Evaluation Committee(s).

5.2.3. The scores for the Technical Proposal will be normalized as follows: The Technical Proposal with the highest raw technical score will receive all available Technical Points: 800 points. Other proposals will be assigned a portion of the maximum available Technical Points, using the formula:

$$800 \times \frac{\text{raw score of Technical Proposal being evaluated}}{\text{highest raw technical score.}}$$

5.3. Cost Proposal

5.3.1. The Cost Proposal will only be opened and evaluated for Offerors who are fully scored by the Evaluation Committee after meeting all responsiveness/responsibility requirements.

5.3.2. The scores for the Cost Proposal will be normalized as follows: The cost evaluation will be based on all factors included as required cost values. The Cost Proposal with the lowest Overall Total Cost proposed will receive all available Cost Points: 200 points. Other proposals will be assigned a portion of the maximum available Cost Points using the formula:

$$200 \quad X \quad \frac{\text{Lowest Overall Total Cost}}{\text{Overall Total Cost being evaluated.}}$$

- Special Note: Following award, the Contractor's Cost Proposal will be retitled "Exhibit B – Prices and Rates" to align with the Scope of Contract Conditions for administrative clarity.

5.4. Responsibility

See subsection 1.3.4 above. The IDL Solicitation Lead may, in the State's sole discretion, require the apparent high point Offeror to provide documentation to demonstrate its responsibility. Nothing herein shall prevent the State from using other means to determine Offeror's responsibility.

5.5. Award

Award of Contract will be made to the responsive, responsible high-ranking (the Offeror receiving the highest number of total normalized points) Offeror determined through evaluation.

6 MANDATORY SUBMISSION REQUIREMENTS

The Technical Proposal begins with the mandatory items identified in this list and the following sections. **NOTE: THIS CHECKLIST IS PROVIDED AS A COURTESY ONLY; OFFERORS ARE RESPONSIBLE FOR SUBMITTING ALL MANDATORY SECTIONS, ATTACHMENTS/EXHIBITS, ETC., REGARDLESS OF WHETHER THEY ARE IDENTIFIED IN THIS LIST.**

- (M) Cover Form/Signature Page: All proposals must be submitted with a completed and SIGNED **Attachment 4, Cover Form**. This form also serves as your company's Signature Page and should be included as the first page or near the beginning of your Technical Proposal. This form **MUST** be completed and signed by an individual with the legal ability to bind your company to its entire proposal, including all cost-related information.
- (M) Acknowledgement of Addenda: If the RFP is amended, the Offeror must acknowledge each addendum with a signature on the acknowledgement form provided with each addendum. Failure to return a signed copy of each acknowledgement form with the proposal may result in the proposal being found non-responsive.
- Section 7:** Provide response to all (M) and (ME) sections, and any other required items:
 - 7.1 – Business Profile (ME)
 - 7.2 – Experience and all subsections starting with 7.2.1. (ME)
 - 7.3 – Organizational Chart (M)
 - 7.4 – Demonstrated Success (ME)
 - 7.5 – Customer Satisfaction (ME)
 - 7.6 – References with all required items (ME)
- Section 8:** Provide response to all (M) and (ME) sections, and any other required items:
 - 8.1 – Contract Manager (ME)
 - 8.2 – Key Personnel and Qualifications (ME)
 - o 8.2.1 and all subsections (M)
 - o Special Note – If utilizing subcontractors, they will be (ME) under "Other Key Personnel and Qualifications" and evaluated with this section.
 - 8.3 – Subcontractors (M)
- Section 9:** Provide response to all (M) and (ME) sections, and any other required items:
 - 9.1 – Mandatory Documentation, all 10 items (M)
 - 9.2 – Company Safety, Training, and Maintenance Programs and all subsections starting with 9.2.1 (ME)
 - 9.3 – Helicopter Performance and all subsections starting with 9.3.1 (ME)

- (M) General Requirements and Schedule of Items: Complete all required fillable sections (those that are blue) of **Attachment 5, General Requirements and Schedule of Items**. Submit this completed document with your proposal, with a title that references Attachment 5.
- (ME) Cost Proposal: Provide your cost information on the form provided in **Attachment 6, Cost Proposal**. Submit the Cost Proposal in a separately uploaded file or separately sealed envelope.
- Redacted copy of Technical Proposal and list of Trade Secret redactions, as detailed in **Section 3.2**.
- Review the required types and levels of insurance—these are mandatory requirements. If you do not already have the required types and levels of insurance, you are **strongly encouraged** to contact your insurance representative to find out if you will be able to obtain the required insurance. (The Offeror should not purchase additional insurance in reliance of being awarded a contract). If you are awarded a Contract, failure to provide proof of the required insurance will be grounds for IDL rescinding the planned award, and moving on to the next highest-ranked Offeror.

7 BUSINESS INFORMATION

7.1. (ME) Business Profile

Provide a profile of your business including Offeror's business history, description of current service area, and customer base.

7.2. (ME) Experience

Describe in detail your knowledge and experience in providing services similar to those required in this RFP. Offeror must have at least three years of contiguous, recent experience providing services like those outlined in this solicitation to be considered during evaluation and contract award.

7.2.1. Your response to this section must include all contracts your company has had for Type 1 Helicopter services in the past three years.

7.2.1.1. Contact information for those customers must be included.

7.2.1.2. Note specifics about each contract, including days of availability and operational details.

7.2.1.3. Provide evaluation/feedback received from customers.

7.2.2. Your response to this section must include at least one contract example that was entered into for the express purpose of providing fire suppression or fire-related services utilizing a Type 1 Helicopter.

7.3. (M) Organizational Chart

Provide a copy of your organizational chart, including detail of any relationships with parent and subsidiary organizations.

- Note: To inform your response to this section, be mindful of Section B, Clause 12, of the Scope of Contract Conditions.

7.4. (ME) Demonstrated Success

Provide specific data demonstrating previous success with providing exclusive-use Type 1 helicopter contract services to customers, with a particular highlight on fire-response activities.

7.5. (ME) Customer Satisfaction

Over the last ten (10) years, approximately what percentage of customers have chosen to remain with your company when given an option (e.g. exercising option renewals, extending agreements, selecting your company again upon re-solicitation, etc.). Throughout your response to this section, include detailed information behind the "why" of a customer's decision to enter into an agreement with your company, renew, or specific justifications for why a contract was cut short.

7.6. (ME) References

Provide contact information for at least three (3) references (public or private entities) for which you've entered into contracts of similar size and scope in the past. With references, please include the following information:

- Name of primary contact point (if no longer with the company/agency, provide a valid current employee's name).
- Phone number of the business.
- Email address of a verified current employee of the company/agency.
- Name/Title of Contract and the dates outlining initial award through expiration (including any/all renewals/extensions).
- Where the contract occurred (the state, county, other jurisdictional identifier).

All references will be asked the same list of questions when contacted to establish an equitable report for the evaluation committee to comparatively score.

8 ORGANIZATION AND STAFFING

Describe your qualifications to successfully complete the requirements of the RFP by providing a detailed response to the following:

8.1. (ME) Contract Manager

Identify the person who will be the dedicated contract manager (i.e., project lead) if Offeror is awarded a contract. Provide a description of the proposed contract manager's experience and qualifications. Additionally, you **must** submit a resume in response to this section.

8.2. (ME) Key Personnel and Qualifications

Provide a list of key management, pilots, ground crew, maintenance personnel (e.g. mechanics) and other roles to be used in the fulfillment of this Contract (in addition to the contract manager). Provide role descriptions, including requisite qualifications and experience of the person(s)/role(s) identified, as well as an explanation of how the person in that role will contribute to the project. Although resumes are not required for each of these personnel, resumes may serve as a helpful exhibit for evaluation purposes. **Your response should demonstrate the extent to which you have the expertise to accomplish the contractual requirements outlined in the Scope of Work and any applicable Attachments/Exhibits.**

8.2.1. (M) Pilots – in addition to the information required by 8.2, there is additional documentation required for each pilot identified in your personnel list.

8.2.1.1. Copy of all current FAA licenses.

8.2.1.2. Copy of the Interagency Helicopter Pilot Qualification Card.

8.2.1.3. Total flight hours in a Type 1 helicopter.

Clarifying note: the same personnel can be named in different categories, although Offerors must still respond to each section or subsection listed above.

8.3. (M) Subcontractors

If you intend to utilize subcontractors, describe the extent to which they will be used to comply with Contract requirements. Include each position providing service, and provide a detailed description of how the subcontractors are anticipated to be involved under the Contract. Include a description of how the Offeror will ensure that all subcontractors and their employees will meet all contractual requirements. NOTE: The information provided for subcontractors, if any, will be *evaluated* as part of **Section 8.2, Other Key Personnel and Qualifications (ME)**.

If you do not intend to utilize subcontractor(s), provide a statement to that effect.

9 SCOPE OF WORK RESPONSES

All sections of the Scope of Work are required contract services, and are intended to elicit comprehensive responses framed by all contractual requirements as outlined in the Scope Of Contract Conditions, Attachments/Exhibits included with this RFP. Use this proposal outline as part of your response to the RFP. Keep in mind, the evaluators will be scoring your proposal based on the methodologies proposed and the completeness of the response to each item listed below. You must describe in detail how you will meet each requirement marked (M) or (ME) below. Include personnel, proposed timelines, methodologies, and any pertinent information that will be required from IDL in order to achieve full compliance with all tasks and deliverables.

9.1 (M) Mandatory Documentation – ALL MUST BE INCLUDED WITH PROPOSAL.

Note: this documentation can be provided in-line or as exhibits/separate documents, but Offeror should clearly state how this documentation is provided in its response. Designate response with the RFP section number.

9.1.1 Current 14 CFR Part 133 Operating Certificate

9.1.2 Current 14 CFR Part 137 Operating Certificate

9.1.3 Current Minimum Equipment List (MEL) for the helicopter aircraft offered for use on a Contract awarded from this solicitation.

9.1.3.1 *Must include FAA Aircraft number.*

9.1.3.2 *If you do not have an MEL for your aircraft – which will not be disqualifying – respond here noting your company’s compliance with this subsection by providing a statement to the effect of “MEL not required to operate [enter FAA Aircraft number] under a Contract resulting from this solicitation”*

9.1.4 Current Helicopter Aircraft Actual Weighing Record

9.1.5 Documentation of all helicopter aircraft modifications (equipment added or removed).

9.1.5.1 *i.e., Copies of Supplemental Type Certificates (STC), FAA field approval, (or other verified approval), for each modification.*

9.1.6 Helicopter Equipped Weight

9.1.7 Manufacturers technical data for weight and capacity of the tank.

9.1.8 Applicable flight manual Hover Performance Charts.

9.1.9 Helicopter Load Calculation

9.1.10 Copy of registration and airworthiness certificate for proposed helicopter.

9.1.11 **NON-MANDATORY INFORMATION** – please provide if you have:

9.1.11.1 *Current 14 CFR Part 135 Operating Certificate*

9.2 (ME) Company Safety, Training, and Maintenance Programs

The following subsections under 9.3 are requirements included under the FAA/IS-BAO Safety Management System (SMS) Components Questionnaire and Accident History. Offerors can use the headings below to guide responses to all “Requirements” outlined in that table. Each categorical heading from that questionnaire has been included here as a titled subsection and *will be evaluated individually*. Utilize Exhibit 31 questionnaire (provided as pages 201-205 for the specific reference numbers and response guidance). There are thirty-one (31) total comprehensive responses required, distributed throughout 12 categories.

9.2.1 Key Safety Personnel and Commitment

- Category 1, Reference Numbers 1-3.

9.2.2 Contractor Operations Manual

- Category 2, Reference Numbers 4-7

9.2.3 Emergency Response Plan

- Category 3, Reference Numbers 8-10.

9.2.4 Safety Risk Management

- Category 4, Reference Numbers 11-14.

9.2.5 Safety Assurance

- Category 5, Reference Numbers 15-17.

9.2.6 Compliance Monitoring

- Category 6, Reference Numbers 18-20.

9.2.7 Safety Promotion

- Category 7, Reference Numbers 21-23.

9.2.8 Training Programs

- Category 8, Reference Numbers 24-25.

9.2.9 Air Crew Member Qualifications

- Category 9, Reference Number 26.

9.2.10 Maintenance Personnel Qualifications

- Category 10, Reference Numbers 27-28.

9.2.11 Maintenance Control System

- Category 11, Reference Numbers 29-30.

9.2.12 Accident History and Hours

- Category 12, Reference Number 31.

9.3 (ME) Helicopter Performance

9.3.1 The requirements of Attachment 6 – General Requirements and Schedule of Items – includes minimum helicopter aircraft performance specifications (a.k.a. Hover Out of Ground Effect or HOGE).

9.3.1.1 **HOGE Jettisonable** - The responses to those requirements in Attachment 6, will be utilized to equitably assign an evaluated score for the performance capabilities of the aircraft, in comparison to competitive offers, based on the following formula:

- The maximum payload of the aircraft being evaluated minus the minimum payload standard (included in Attachment 6 – 5,000lbs.) to establish a baseline of performance over the minimum.
- The baseline for the aircraft will then be assessed a score using the formula of ten (10) points awarded for every 100lbs. above the minimum payload standard. If the aircraft only meets the minimum payload standard, that aircraft will receive a raw score of ten (10) points.
- Those raw scores will then be comparatively evaluated against all competitive offers. The proposal with the aircraft receiving the highest raw score will receive the highest possible weighted score (10 points) for this subsection, and all others will be weighted using the following formula:

$$10 \quad X \quad \frac{\text{raw score of aircraft being evaluated}}{\text{highest raw score}}$$

Special Note for 9.3.1.1:

- For a HOGE 6,200lbs and over, the highest potential raw score will be applied. No additional points assessed over that payload.

9.3.2 Describe how the performance of your aircraft sets your company apart from the competition? (e.g., equipped with specific cutting-edge technologies and other equipment/safety features.)

ATTACHMENT 1 – PRE-PROPOSAL CONFERENCE REGISTRATION FORM

25-701 - Exclusive Use Aviation Type 1 Helicopter

PRE-PROPOSAL CONFERENCE	Tuesday, April 8, 2025 at 9.30am PDT IDL CDA Staff Office 3284 W. Industrial Loop Coeur d’Alene, ID 83815 Conference Room: Sundance Room
Idaho Department of Lands	25-701 – Exclusive Use Aviation Type 1 Helicopter

Oral Information: Questions concerning an RFP must be directed in writing to the IDL Solicitation Lead in the time period prescribed in the RFP document. Vendors are cautioned against relying on any verbal information, and do so at the Vendor’s sole risk. The RFP may only be amended by written documentation posted in accordance with the directions included above for addenda (1.3.1).

Potential Offerors choosing to participate in the Pre-Proposal Conference **must pre-register** by submitting this completed form, via e-mail, to the IDL Solicitation Lead at sleason@idl.idaho.gov. After the IDL Solicitation Lead receives your form and the registration deadline passes, **you will be provided with meeting details**. Please indicate in the appropriate column if your attendance will be virtual. Attendees are asked to register for the Pre-Proposal Conference no later than **Wednesday, April 2, 2025**.

PLEASE COMPLETE: Add fields if more than three attending by copying rows.

Name	Company	Email Address	Phone Number	Virtual Y or N

ATTACHMENT 2 – OFFEROR QUESTIONS

25-701 - Exclusive Use Aviation Type 1 Helicopter

Instructions:

PLEASE DO NOT IDENTIFY YOUR NAME OR YOUR COMPANY'S NAME OR PRODUCT NAMES OF INTELLECTUAL PROPERTY IN YOUR QUESTIONS.

ADD ROWS BY HITTING THE TAB KEY WHILE WITHIN THE TABLE AND WITHIN THE FINAL ROW.

The following instructions must be followed when submitting questions using the question format on the following page.

1. DO NOT CHANGE THE FORMAT OR FONT. Do not bold your questions or change the color of the font.
2. Enter the solicitation section number that the question is for in the "Solicitation Section" field (column 2). If the question is a general question not related to a specific section, enter "General" in column 2. If the question is in regards to an IDL Contract Term or Condition, state the clause number in column 2. If the question is in regard to an attachment, enter the attachment identifier in column 2, and the attachment page number in column 3.
3. Do not enter text in the "Response" field (column 5). This is for the IDL's responses only.
4. Once completed, this form is to be e-mailed per the instructions in the solicitation. The e-mail subject line is to state the solicitation number followed by "Questions."

Question	RFP Section	RFP Page	Question	Response
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				

ATTACHMENT 3 – MODIFICATION AND EXCEPTION FORM

25-701 - Exclusive Use Aviation Type 1 Helicopter

Instructions: Complete this form and submit with your RFP proposal if you are requesting modifications or taking exception to any of the requirements, terms, or conditions included in the RFP, including any documents incorporated by reference (such as IDL’s DRAFT Contract – Appendix B). See RFP **Section 2.4** for a full explanation of the process surrounding vendor-proposed modifications and exceptions.

Offerors must specifically address any and all proposed modifications and exceptions. Blanket requests to negotiate requirements, terms, or conditions will not be considered. Offerors must provide an explanation as to why the requirement, term, or condition should be considered non-material. Offeror must also provide a reason for the proposed modification or alternative language, specifically addressing the issues itemized in RFP **Section 2.4.1**.

The determination of materiality will be made at the State’s sole discretion. Non-material modifications or exceptions may be negotiated with the apparent successful Offeror, at the discretion of the State, and as otherwise provided in RFP **Section 2.4.4**.

RFP Section	RFP Requirement, Term, or Condition	Reason Requirement, Term, or Condition Should be Considered Non-Material	Proposed Modification, Alternative, or Exception	Reason for Proposed Modification, Alternative, or Exception

ATTACHMENT 4 – COVER FORM

25-701 - Exclusive Use Aviation Type 1 Helicopter

(M) Attachment 4, Cover Form must be completed, signed, and submitted with your proposal. Failure to complete and submit this form may result in your proposal being deemed non-responsive. **This signature on this form serves as the proposal Signature Page to legally commit the Offeror to all proposal contents.**

Instructions: Copy all fields of this form onto your company letterhead. This letterhead must also include the following information: Offeror’s company name, mailing address, phone number, e-mail address, and the name/signature of Offeror’s authorized signer. **The Technical Proposal must include a signed copy of this cover form/signature page to be considered responsive.**

Requirement	Response
RFP Number and RFP Title:	
Offeror’s corporate or other legal entity status	<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Corporation (LLC) <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (specify)
Offeror’s Tax Identification Number	EIN:
Offeror’s Unique Entity Identifier (UEI) Number - If you don’t have a federal UEI, write-in, “NA”	UEI:
Is Offeror a legal entity with the legal right to contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Other than modifications/exceptions identified on Attachment 3, in compliance with Section 2.4 of this RFP, does Offeror accept, and is Offeror willing to comply with, the requirements of this RFP and attachments/exhibits?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is Offeror in compliance with applicable equal employment regulations?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does Offeror affirm that it has not employed any company or person other than a bone fide employee working solely for the Offeror or a company regularly employed as its marketing agent, to solicit or secure the Contract, and that it has not paid or agreed to pay any company or person, other than a bone fide	<input type="checkbox"/> Yes <input type="checkbox"/> No

employee working solely for the Offeror or a company regularly employed by the Offeror as its marketing agent, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of the Contract.?	
Does Offeror understand and agree that for breach or violation of the above term, the State has the right to annul the Contract without liability or, in its discretion, to deduct from the offered price the amount of any such fee, commission, percentage, brokerage fee, gifts, or contingencies.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Firm(s) and/or staff responsible for writing the proposal.	Names:
Does Offeror affirm that it is not currently suspended, debarred, or otherwise excluded from federal or state procurement and non-procurement programs? Note: vendor information is available at https://sam.gov .	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the Offeror affirm that the proposal will be firm and binding for ninety (90) calendar days from the proposal opening date?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does Offeror warrant that it does not knowingly and willfully employ persons who cannot legally work in this country; and that Offeror takes steps to verify that it does not hire persons who have entered our nation illegally or cannot legally work in the United States; and that any misrepresentation in this regard or any employment of persons who have entered our nation illegally or cannot legally work in the United States constitutes a material breach and will be cause for the imposition of monetary penalties up to five percent (5%) of the Contract price, per violation, and/or termination of the Contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT 5 – GENERAL REQUIREMENTS AND SCHEDULE OF ITEMS

- Special Note: Following award, the completed General Requirements and Schedule of Items form will be retitled "Section A" to align with the Scope of Contract Conditions for administrative clarity.
- Instructions: This is provided as a fillable PDF with the same Title. Use the fillable PDF when developing your proposal.

1. OBJECTIVE

One (1) Heavy (Type 1) S70/UH 60 Series Helicopter, fully operated, Interagency carded and approved by the USFS, meeting the requirements of this Schedule and the specifications for operation at the Designated base, and during the periods shown in EXHIBIT B – PRICES AND RATES. The performance requirements are a minimum and the helicopter will be evaluated for overall best value considering price and other technical factors. IDL will determine best value.

It is the intent of this solicitation to secure a Fixed Price with Economic Price Adjustment contract not to exceed 1 base year and 4 option years for the daily availability rate. The "Specified Hourly Flight Rate" is established IAW EXHIBIT 12 – HELICOPTER SERVICES HOURLY FLIGHT RATES, FUEL CONSUMPTION, AND WEIGHT REDUCTION CHART, and will be an indefinite quantity with no guarantee of flight hours given by the State. The State will award a single contract award based on the outcome of the evaluation process. The State reserves the right to award any combination of items and/or number of items.

Interagency Airworthiness/Carding and Inspections – Pilots, Aircraft, and Mechanic personnel offered under this solicitation and contract must, prior to the Reporting Date, obtain all FS-5700 series carding documentation (example: OAS-30B (3-18) 5700-3A for pilots). Contractor must maintain current Interagency Carding and Airworthiness approval throughout the duration of this Contract.

2. SCHEDULE OF ITEMS

Contractor's Principle Base of Operations:

a. Item No. 1

N Number: _____

Make: _____

Model: _____

Category: _____

(Standard = S, Limited (Standard Category offered in a Limited Capacity) = L, and Restricted = R)

Contracted Helicopter Equipped Weight

Equipped Weight (see definition) _____ lbs. is required

(Note: Does not include bucket and associated suspension hardware)

Approved HOGE Performance

HOGE: _____ lbs. (enter allowable payload **not including** bucket)

Does not include any associated suspension hardware, 150 long line (cables, connectors, etc.)

Bucket Weight

Bucket Weight: _____ lbs.

(Includes any associated suspension hardware, 150 long line (cables, connectors, etc.). Shall provide a permanent weight label)

Make and Model of bucket: _____

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

Contracted Helicopter Equipped Weight

Equipped Weight (see definition) _____ lbs. is required

(Note: **Does NOT** include the tank and snorkel)

Weight of tank and snorkel: _ lbs.

Make and Model of Tank: _____

Approved HOGE Performance

HOGE (enter allowable payload **WITHOUT** Tank and snorkel) _____ lbs

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

b. Relief Crew Costs Per Person (Round Trip)

Travel cost from Contractors Principle Base of Operation to Alternate Base for Contract relief crew costs, per person, (Round Trip) \$_____ (see Section B, PAYMENT FOR COSTS AWAY FROM THE DESIGNATED BASE / Section B, PAYMENT FOR OVERNIGHT ALLOWANCE).

3. AIRCRAFT PERFORMANCE SPECIFICATIONS (MINIMUM)

Performance shall be based on minimum engine specification. Aircraft performance capabilities shall be determined by using the standard Interagency Helicopter Load Calculation method (See EXHIBIT 13 - INTERAGENCY HELICOPTER LOAD CALCULATION).

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

Use EXHIBIT 13 - INTERAGENCY HELICOPTER LOAD CALCULATION, and EXHIBIT 12 - HELICOPTER SERVICES HOURLY FLIGHT RATES, FUEL CONSUMPTION, AND WEIGHT REDUCTION CHART, per aircraft type and the appropriate Hover Ceiling Charts (HOGE and HIGE) from the approved Rotorcraft Flight Manual with current supplements and changes as applicable.

Vendor shall submit Computed Gross Weight (reference EXHIBIT 22 - COMPUTED GROSS WEIGHT TABLE) for load calculation purposes prior to the Contract Start Date.

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

a. Aircraft Weighing and Weight Validation

- i. 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 manufacturers requirements and configured in accordance with the Contract specifications, as proposed. Additional weighing criteria:
 - 1) The weighing shall be accomplished by the Contractor or their agent.
 - 2) 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 aircraft's weight and balance documentation (See EXHIBIT 21 – WEIGHT AND BALANCE FORM, Form B).

3) Weighing shall be:

- a. Accomplished within 12 months prior to the due date of proposal submission, and
- b. At an interval of 24 months thereafter and / or
- c. Following any major repair or major alteration or change to the equipment list, which significantly affects the center of gravity of the aircraft.

4) Helicopter(s) under this Contract shall:

- a. Remain at or below the contracted helicopter equipped weight as proposed in the base year of the Contract. When there is a difference in the aircraft's weight between different sets of scales, scales shall be allowed a maintenance tolerance of .2 % (two tenths of a percent) of the scale reading for each set of scales. For example, a helicopter that weighed 6000 lbs on one scale set would be allowed a 12 lb. tolerance on each scale set when compared. (Ref. NIST Handbook 44, Table 6).
- b. Be allowed a total of 1% above the contracted helicopter(s) equipped weight as proposed during the combined Contract option years.

5) Cowlings, doors and fairings shall not be removed to meet Contract equipped weight for performance.

6) If the State requires additional equipment after Contract award, no penalty will be assessed.

- b. After proposal evaluations and prior to or post award, all Exclusive Use aircraft weighing shall be witnessed and validated by Federal Agency Aviation Maintenance Inspector(s). If aircraft must be weighed post award it will be at the option of the State. The objective of the second and separate weighing is to validate the Contractor's proposed weight as configured to comply with the Contract requirements. Contractors are responsible for the costs associated with weighing the aircraft excluding Federal Agency Aviation Maintenance Inspector costs.

All aircraft shall be weighed prior to start of the base year Mandatory Availability Period (MAP).

c. Aircraft Performance Minimums:

Bucket: At 8,000 feet pressure altitude and 25°C with

non-jettisonable HOGE-jettisonable

An Actual payload (Bucket and Long line subtracted from HOGE-jettisonable) of 5,000 pounds, as determined by EXHIBIT 13 – INTERAGENCY HELICOPTER LOAD CALCULATION, using a standard pilot weight of 200 pounds and fuel for one hour and 30 minutes (01+30) as determined by EXHIBIT 12 – HELICOPTER SERVICES HOURLY FLIGHT RATES, FUEL CONSUMPTION, AND WEIGHT REDUCTION CHART.

Tank: At 8,000 feet pressure altitude and 25°C with

non-jettisonable HOGE-jettisonable

A HOGE-jettisonable payload of 5,000 pounds, as determined by EXHIBIT 13 – INTERAGENCY HELICOPTER LOAD CALCULATION, form using a standard pilot weight of 200 pounds and fuel for one hour and 30 minutes (01+30) as determined by EXHIBIT 12 – HOURLY FLIGHT RATES, FUEL CONSUMPTION, AND WEIGHT REDUCTION CHART.

4. ENGINE REQUIREMENTS

Turbine engine(s)

5. CREW COVERAGE

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 helicopter(s).

One Pilot Crew or Two Pilot crew or Three Pilot crew

And

With Relief Pilot(s) Without Relief Pilot(s)

6-Day Coverage (See Chart Below)

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

COVERAGE	FUEL SERVICING VEHICLE DRIVER	MECHANIC

A. 7-Day	FSVD Required Relief FSVD Required	1. Mechanic(s) required at Designated Base/Alternate Base. 2. Relief Mechanic(s) 12-Hour Call-up. 3. Apprentice Helicopter Mechanic authorized and may serve as Relief Mechanic.
B.	FSVD Required Relief FSVD Required	1. Mechanic(s) required at Designated Base/Alternate Base (May serve as FSVD). 2. Relief Mechanic(s) 12-Hour Call-up. 3. Apprentice Helicopter Mechanic authorized and may serve as Relief Mechanic.
C.	Full Time FSVD Required at Designated Base/Alternate Base	1. Full Time Mechanic(s) required at Designated Base/Alternate Base. 2. Relief Mechanic(s) required. 3. Apprentice Helicopter Mechanic authorized and may serve as Relief Mechanic.

6. MAXIMUM COMPLEMENT OF PERSONNEL BY AIRCRAFT TYPE

Type I (Heavy) Helicopters - A maximum of 5 Personnel may be paid as per the payment clause. Type I 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).

Note: Managers may pay up to the Maximum Compliment.

7. ACCEPTABLE WORK SCHEDULES

12/2 12/12 Other

(If "Other" is checked, identify requested schedule, which is subject to approval by the Contracting Officer Representative)

Note: All Personnel shall be under the same work schedule.

Other - Will use a combination of 12/2, 12/12 all crew and 14/14 for mechanics

8. STANDBY HOURS PER DAY

9 Hours Standby per day

9. EXTENDED STANDBY HOURLY RATE

d. 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.

e. The current rates are as follows:

\$75.00 per hour for pilot

\$55.00 per hour for fuel service vehicle driver and mechanic

10. REMAIN OVERNIGHT ALLOWANCE

See B-36 and B-41 for rates.

11. OPERATIONS IN ALASKA, HAWAII, CANADA, OR MEXICO (OPTIONAL)

(Contractor may check any/all that apply).

Select areas of operations willing to accept. If accepting work in Alaska, Contractor shall meet the requirements of EXHIBIT 3 – ALASKA SUPPLEMENT, prior to mobilizing to Alaska.

ALASKA HAWAII CANADA MEXICO None

Note: This section **will not** be considered as part of the evaluation.

12. CONTRACTOR FURNISHED SPECIAL REQUIREMENTS (Note that exceptions may apply)

NOTE: Anything checked will have an Exhibit that applies, to a B clause applicable, or CFR Reference.

- External PA with Siren capability (See B-7 (b) (i) (5) (a))
- Aeronautical GPS in lieu of a portable GPS (See B-7 (b) (iii) (1) (a))
- Traffic Advisory System (TAS) (See B-7 (b) (iv) (6))
- FAA Approved Minimum Equipment List (MEL) n/a on H60A
- P-25 Digital VHF-FM Mobile Radio for Fuel Servicing Vehicle (See EXHIBIT 8 - FUEL SERVICING EQUIPMENT REQUIREMENTS (g))
- Fixed Suppressant/Retardant Delivery Tank (See EXHIBIT 5 – ADDITIONAL SUPPRESSION/PRESCRIBED FIRE EQUIPMENT)
- Gated power fill Bucket (required as the primary bucket. See B-4 (18))
- Secondary Variable Capacity Water/Retardant Bucket (See B-4 (18))
- Rapid Refueling (EXHIBIT 8 - FUEL SERVICING EQUIPMENT REQUIREMENTS)
- Aircraft shall be marked as indicated below in 8 to 12-inch-high visibility letters on the underside of the aircraft to be visible from the ground with or without tank installed.
- FIRE

13. CONTRACT PILOT QUALIFICATION

Pilots performing on this Contract will meet the requirements of Section B-12 (c through g) and B-20 (b). Contractors will offer pilots approved or eligible for approval in the mission tasks selected below.

- Low Level (Recon and Surveillance)
- Water/Retardant Delivery
- Longline VTR (150')
- Snorkel
- Mountainous Terrain Flight

14. STATE/FEDERAL AGENCY PILOT

Contractor will will not authorize performance of work under the Contract by a State or Federal Agency Pilot. (See EXHIBIT 23 – PERFORMANCE BY GOVERNMENT FURNISHED PILOT, if applicable)

15. PUBLIC AIRCRAFT OPERATIONS APPLICABLE TO ALL

After contract award, the Contractor/company should declare Public Use by completing EXHIBIT 28 – PUBLIC AIRCRAFT OPERATIONS.

Refer to FAA AC 001-01.1B:

https://www.faa.gov/documentLibrary/media/Advisory_Circular/AC_00-1.1B.pdf

16. RESERVED

17. AIRCRAFT PERFORMANCE CHARTS

Submit the FAA approved aircraft performance charts that will be used in computing the Interagency Load Calculations. These aircraft performance charts will be part of the Contract award. The Contractor shall provide updated charts when the aircraft performance charts submitted are no longer valid.

ATTACHMENT 6 – COST PROPOSAL

25-701 - Exclusive Use Aviation Type 1 Helicopter

(ME) This Cost Proposal must be completed and submitted with your proposal. The Offeror must provide a fully-burdened rate which must include, **but not be limited to**, all operating and personnel expenses, such as: overhead, salaries, administrative expenses, travel, profit, and supplies. Note: Provided as a fillable EXCEL sheet.

DESIGNATED BASE	AIRPORT NAME	REPORTING DATE/MAP ¹
Coeur d, Alene	Coeur d’Alene Airport (KCOE)	June/July 2025 through September/October 2025 Net Days: 100

Services are listed by Calendar Year

SERVICES	QUANTITY	UNIT PRICE	TOTAL
Daily Availability - Base Year: 2025	100 Days	\$	\$
Daily Availability - Option Year: 2026	100 Days	\$	\$
Daily Availability - Option Year: 2027	100 Days	\$	\$
Daily Availability - Option Year: 2028	100 Days	\$	\$
Daily Availability - Option Year: 2029	100 Days	\$	\$
Specified Hourly Flight Rate ² - See Appendix C – EXHIBIT 12	200 Hours	\$	\$

OVERALL TOTAL \$ _____

ADDITIONAL/OPTIONAL PAY ITEMS NOT EVALUATED	QUANTITY	UNIT PRICE
Fixed Suppressant / Retardant Delivery Tank ³	1 Tank	\$1,000 per day
Project Hourly Flight Rate ⁴		\$

N Number: _____

Make: _____

Model: S70/UH 60

Series: _____

Category: _____

¹ Reporting Date is approximate and will be determined per Section B, REPORTING DATE/MANDATORY AVAILABILITY PERIOD (MAP) INCLUDING EXTENDED AND OPTIONAL USE. Net Days are guaranteed at a minimum of 100 days.

² Estimated number of flight hours per year is for estimation purposes only. The State does not guarantee any flight hours under this Contract. Specified values are already established by aircraft type.

³ No estimated or guaranteed minimum or maximum number of days. The State does not guarantee the use of the Tank. Ordered on an as needed basis per the State.

⁴ No estimated or guaranteed minimum or maximum quantity for project specific flight hours. The State does not guarantee any project work under this Contract.

APPENDIX A – IDAHO TERMS AND CONDITIONS BACKGROUND AND LIMITATIONS

25-701 - Exclusive Use Aviation Type 1 Helicopter

Idaho Terms and Conditions – Background

Idaho is not unique. Many of the terms and conditions in IDL's Contract are similar to terms offered by most federal, state, and local government agencies. Vendors who seek to work with government agencies should become familiar with these terms. The discussion below is provided to assist you in becoming familiar with the legal and policy basis for the terms and to provide information for you to evaluate the risks and benefits of working with public entities.

Termination – Costs of Re-procurement

IDL's termination conditions specifically identify the costs of re-procurement as a damage arising from a breach of the contract by a vendor. This damage is identified because of the public agency budgeting process and the competitive solicitation process required by Idaho's purchasing laws. The Idaho purchasing laws provide a preference for open, competitive procurements. These procurements come at a cost to IDL, which is generally included in the IDL's budget requested from the Idaho Legislature more than twelve months prior to incurring the expense. Unlike a private business, public agencies cannot independently pass through the costs of re-procurement to Idaho taxpayers, who are the customers of government. Instead, Idaho agencies must submit a request for the costs to the Idaho Legislature in a subsequent budget year, which is usually after the need to secure a replacement vendor for the breaching contractor arises. As a matter of public policy, the contractor whose breach caused the damage of requiring re-procurement must pay those costs at the time of breach so that the public can receive the benefit of the contract made on its behalf through re-procurement of a new contract.

Termination – Fiscal Necessity

Idaho Constitution Article VII, section 11 prohibits an expenditure in excess of a legislative appropriation. Idaho Code section 59-1015 prohibits state agencies and officers from entering into contracts that create any expense or liability in excess of an appropriation. Idaho Code section 59-1016 provides that any such contract is void. An appropriation can be reduced under Idaho law through "give backs" and "hold backs" issued by the executive branch. When IDL enters into a contract, it must contain the term allowing for termination for fiscal necessity to comply with these provisions. Variation of this term is not offered.

Anti-Discrimination/Equal Employment Opportunity

IDL's contractors are required to comply with federal civil rights and anti-discrimination laws. Variation of this term is not offered to prevent a breach of IDL's obligations under its agreements with the United States.

Taxes

IDL is generally exempt from the payment of taxes and its contract terms stipulate the contractor is responsible for all taxes assessed against the contractor as a result of doing business with IDL. IDL is granted an appropriation to pay taxes due to the exemptions that apply to government agencies. As discussed above under the heading Termination – Fiscal Necessity, terms in excess of appropriation are void under Idaho law. Variation of this term is not offered.

Indemnification

Many vendors request the State of Idaho offer an indemnification of the vendor. An indemnification is a promise to pay funds that have not been appropriated in the current budget year or that may occur in a future budget year that has not yet been appropriated by the Idaho Legislature. Idaho Constitution Article VII, section 11 prohibits an expenditure in excess of a legislative appropriation. Idaho Code section 59-1015 prohibits state agencies and officers from entering into contracts that create any expense or liability in excess of an appropriation. Idaho Code section 59-1016 provides that any such contract is void. Variation of this term is not offered.

In assessing the risk of doing business with IDL, vendors should consider the following. The State of Idaho has waived its sovereign immunity for torts as described in the Idaho Tort Claims Act, Idaho Code title 6 chapter 9. To the extent that the State or its employees have committed a tort, contractors have legal remedies available through that act. Tort liability is funded by the Idaho Legislature through an appropriation to the Retained Risk Program and appropriation issues do not arise in actions under the act. In addition, under existing Idaho court decisions, the State does not have sovereign immunity for contract claims arising from a properly entered contract. If the State is in breach of its contract obligations, contractors have the legal remedies available under any contract. Lastly, States are generally prohibited from the benefits of the federal bankruptcy laws. Unlike private companies, an indemnification clause is not required to preserve a remedy through the company's insurer should the company declare bankruptcy.

Public Records

All Idaho agencies are subject to the Idaho Public Records Act, Idaho Code title 74, chapter 1. IDL cannot by contract vary the requirements of the Act or agree to violate the Act by withholding records properly subject to release under the Act. IDL's contract provision concerning disclosure of public records has been drafted to allow contractors to designate records as exempt under the provision of the Act if the contractor agrees to defend that designation and to indemnify the State of Idaho for any costs and penalties imposed under the Act. Variation of this term is not offered.

Assignments

IDL cannot legally allow assignment of an agreement without written approval by the Administrator and the Idaho Board of Examiners. A contract transferred in violation of this provision can be annulled. Idaho Code section 67-1027 provides that the Idaho Controller shall not pay an assignee of a contract if the assignment has not been approved by the Idaho Board of Examiners. IDL's provision concerning assignment cannot be varied in a

way that allows assignment without approval of the Administrator and the Idaho Board of Examiners.

Governing Law, Jurisdiction and Venue, Arbitration, Waiver of Jury Trial

As a sovereign state, the State of Idaho is not subject to the jurisdiction of the courts of its sister states. The Idaho legislature has not consented to the waiver of this limitation by state agencies. The 11th amendment to the United States Constitution provides limitations on the jurisdiction of federal courts over claims against the State of Idaho. Language approved by the Idaho Legislature in 2015, provides that terms subjecting the State of Idaho to the jurisdiction of the courts of other states are void.

Agencies of the State of Idaho are subject to Idaho law and cannot vary the legal provisions governing the agency by contract. Based on this limitation, IDL will not consent to the application of laws other than the laws of the State of Idaho in its agreements. Although extremely rare, a specific exception can be made by IDL's legal staff to subject a particular part or part(s) of an agreement to different jurisdictional authorities, but this would be done in writing before the agreement is executed.

Idaho Code section 29-110 provides that any term of a contract subjecting a party to arbitration conducted outside the State of Idaho is void. IDL is required to consult with its attorneys prior to consenting to arbitration. This would be captured in writing prior to execution of the contract.

IDL must consult with its attorneys prior to consenting to waiver of the right to a jury trial. This would be captured in writing prior to the execution of the contract.

Payment Terms

Idaho Code section 67-2302 establishes the general legal requirements for payments by Idaho agencies. Among other things, this section prohibits full payment on partial deliveries and establishes a statutory rate of interest and penalties on late payments. IDL cannot vary these terms by contract.

Limitations of Liability

Requests to limit the liability of a contractor are considered as matters of public policy. Limitations of liability are authorized only when it is appropriate for the taxpayers of Idaho to bear the risk of the contractor's breach or where the limitation is in excess of any reasonable contractor liability under the contract. In general, IDL expects contractors to secure insurance to provide for the reasonable risks of operating the contractor's business. As representatives of Idaho taxpayers and a matter of public policy, IDL will not approve limitations of liability for death or personal injury or damage to real property.

APPENDIX B – IDL CONTRACT TERMS AND CONDITIONS

25-701 - Exclusive Use Aviation Type 1 Helicopter

STATE OF IDAHO

DEPARTMENT OF LANDS



EXCLUSIVE-USE AVIATION – TYPE 1 HELICOPTER

CONTRACT NO. TBD

CONTRACTOR TBD

Cover Page

State Agency State of Idaho Department of Lands Bureau of Fire Management	Contract Number TBD
Contractor TBD	Contract Start Date TBD
Contract Maximum Amount N/A Deficiency Warrant	Contract Expiration Date TBD
	Contract Authority Authority to enter this Contract exists in Idaho Statute Title 58 Public Lands Chapter 1 Department of Lands.
Contract Purpose Contractor shall provide helicopter services for incident support related to fire suppression operations statewide.	
Exhibits and Order of Precedence The following Exhibits and Attachments are included with this Contract: 4. TBD In the event of a conflict or inconsistency between this Contract and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: 5. TBD	
Contract Representatives For the State (Contracting Officer's Rep): Provided at time of contract execution.	For Contractor (Contractor Rep): TBD

1. PARTIES

THIS CONTRACT is by and between the STATE OF IDAHO, acting through the DEPARTMENT OF LANDS on behalf of the Idaho State Board of Land Commissioners, hereafter referred to as the "STATE," and CONTRACTOR TBD hereafter referred to as the "CONTRACTOR."

2. DEFINITIONS AND TERMS

- a. Contract: This duly executed written contract between Idaho Department of lands (the State) and the Contractor shall include these Terms and Conditions, the Statement of Work, the Cost Proposal, and all attachments thereto.
- b. Contracting Officer: The State employee with the authority to enter into, administer, modify, and/or terminate this contract, and make related determinations and findings. The Contracting Officer is responsible for handling the contractual relationship with the contractor.
- c. Contracting Officer Representative (COR): The designated Idaho Department of Lands representative who will provide daily technical oversight to the contractor and ensure the contractor performs according to the Statement of Work. The COR cannot modify the stated terms of the contract unilaterally or direct the contractor to perform work not specified in the contract. Only the Contracting Officer and the Contractor can do so bilaterally.
- d. Contractor: The individual or business who has been awarded this Contract to furnish goods or services for a certain price.
- e. Contractor's Representative: The Contractor's representative, authorized in writing to act on the Contractor's behalf. This person must be able to speak English fluently for satisfactory communication with the Contracting Officer Representative.
- f. Crew: May be one or more individuals performing work under this contract.
- g. Federal Aviation Administration (FAA): Established by the Federal Aviation Act of 1958 (72 Stat. 731), currently an administration under the United States Department of Transportation.
- h. Federal Aviation Regulations (FAR): Code of Federal Regulations, Title 14 Aeronautics and Space, Chapter 1 Federal Aviation Administration, Department of Transportation.
- i. State of Idaho Department of Lands (IDL): Acceptable and legal reference to the Idaho Department of Lands for the purposes of this contract.
- j. Party: means the State or Contractor; "Parties" means both the State and Contractor.

- k. Pilot-in-Command: The pilot responsible for the aerial operation and safety of the aircraft during each aerial operation.
- l. Property: Goods, services, parts, supplies, and equipment, both tangible and intangible, including, but not exclusively, designs, plans, programs, systems, techniques and any rights and interest in such property.
- m. Procurement Program Manager: The Contracting Officer for the State.
- n. Statement of Work: Detailed outline of the location, project description, timeline, and deliverables.
- o. Services: Includes services performed, workmanship, and materials furnished or utilized in the performance of services, including any deliverables.
- p. State of Idaho Board of Land Commissioners or Land Board: The State Board of Land Commissioners (Land Board) is comprised of Idaho's Governor, Secretary of State, Attorney General, Superintendent of Public Instruction, and State Controller. The Land Board serves as the trustees for more than 2.4 million acres of state endowment trust lands in Idaho, with the State acting as the administrative arm of the Board, carrying out the executive directives necessary to meet the mandated Constitutional charge codified in Article IX Section 8 of the Idaho Constitution. The Land Board also oversees the work of the State in its regulatory and assistance duties, and in managing Idaho's public trust lands.

3. TERM AND EFFECTIVE DATE

a) Effective Date

This Contract shall not be valid or enforceable until signed by both parties. The State shall not be bound by any provision of this Contract before it provides the final signature and shall have no obligation to pay Contractor for any Work performed or expense incurred outside the term of the Contract.

b) Contract Term

The Parties' respective performances under this Contract shall commence on the Contract Start Date shown on the Cover Page for this Contract and shall expire on the Contract Expiration Date shown on the Cover Page for this Contract unless renewed or terminated earlier by the State under any provisions of Clauses 28-29 or modified in accordance with the terms of this Contract. The total possible contract term is five (5) years, if IDL exercises all potential annual renewals.

4. REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR

In order to induce the State to execute this Contract and recognizing that the State is relying thereon, the Contractor, by executing this Contract, makes the following express representations to the State:

- f. The Contractor is fully qualified to act as the Contractor and shall maintain any and all licenses, permits, or other authorizations necessary to perform as the Contractor.
- g. The Contractor has become familiar with the operational location as outlined in Exhibit B, Prices and Rates and the local conditions under which the Contract is to be performed particularly in correlation to the requirements of the Contract.
- h. The Contractor has received, reviewed, compared, studied and carefully examined all the documents which make up the contract documents, including maps and specifications, and any addenda, and has found them in all respects to be complete, accurate, adequate, consistent, coordinated and sufficient to perform the Statement of Work. Such review, comparison, study and examination shall be a warranty that the Contractor believes that the documents are complete and as described except as reported.
- i. The Contractor warrants that the period of performance (the Contract Term) is a reasonable period for performing the Statement of Work.
- j. The Contractor warrants to the State that all labor furnished shall be competent to perform the tasks undertaken; equipment furnished under the Contract of high quality unless otherwise required or permitted by the Contract documents; and that the performance will strictly conform to the requirements of the Contract documents. Any work not strictly conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. If required by the State, the Contractor shall furnish satisfactory evidence as to the kind and quality of equipment. This warranty shall survive the completion of the Contract and final payment to the Contractor.

5. CONTRACT RELATIONSHIP

Contractor's status under this Contract shall be that of an independent contractor and not that of an agent or employee of the state. Contractor shall be responsible for paying all employment-related taxes and benefits, such as federal and state income tax withholding, social security contributions, worker's compensation and unemployment insurance premiums, health and life insurance premiums, pension contributions and similar items. Contractor shall indemnify the State and hold it harmless from any and all claims for taxes (including but not limited to social security

taxes), penalties, attorneys' fees and costs that may be made or assessed against the State arising out of Contractor's failure to pay such taxes, fees or contributions.

6. ANTIDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Acceptance of this Contract binds the Contractor to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964 in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance" (Section 504 of the Rehabilitation Act of 1973). Furthermore, for contracts involving federal funds, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Sections 621, et seq., the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Action of 1990, are also incorporated into this Contract. The Contractor shall comply with pertinent amendments to such laws made during the term of the Contract and with all federal and state rules and regulations implementing such laws. The Contractor must include this provision in every subcontract relating to purchases by the State to insure that subcontractors and vendors are bound by this provision.

7. CONTRACTOR RESPONSIBILITY

The Contractor shall be required to assume responsibility for production and delivery of all material and services included in this Contract, whether or not the Contractor is the manufacturer or producer of such material or services. Further, the Contractor will be the sole point of contact on contractual matters, including payment of charges resulting from the use or purchase of goods or services.

8. REGISTRATION WITH SECRETARY OF STATE AND SERVICE OF PROCESS

Contractor must independently verify whether it is required by Idaho law to register its business entity or assumed business name with the Idaho Secretary of State and, if required to do so, must remain in good standing during the term of this Contract.

Regardless of its registration with the Idaho Secretary of State, and in addition to any methods of service allowed by Idaho law, Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested, at its last known address. Contractor must notify the State in writing of any change of address to which

service of process can be made. Service shall be completed upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor shall have thirty calendar days after completion of service in which to respond.

9. SUBCONTRACTING

Unless otherwise allowed by the State in this Contract, the Contractor shall not, without written approval from the State, enter into any subcontract relating to the performance of this Contract or any part thereof. Approval by the State of Contractor's request to subcontract or acceptance of or payment for subcontracted work by the State shall not in any way relieve the Contractor of responsibility for the professional and technical accuracy and adequacy of the work. The Contractor shall be and remain liable for all damages to the State caused by negligent performance or non-performance of work under the Contract by Contractor's subcontractor or its sub-subcontractor.

10. TAXES

If the Contractor is required to pay any taxes incurred as a result of doing business with the State of Idaho, it shall be solely and absolutely responsible for the payment of those taxes.

11. WAGE AND LABOR COMPLIANCE

For the duration of the Contract, the Contractor attests to the following:

- a. At least the minimum Idaho wage was paid to all employees and subcontractors utilized to complete the work in accordance with Idaho Code section 44-1502;
- b. Contractor was in compliance with all labor laws;
- c. All debts incurred by the Contractor to accomplish the work requirements outlined by this Contract were paid in full.

Any further claims against the State of Idaho under this Contract are relinquished, pending payment for services rendered by the Contractor and accepted by the State.

12. CERTIFICATION CONCERNING BOYCOTT OF ISRAEL

Pursuant to Idaho Code section 67-2346, if payments under this Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this clause defined in Idaho Code section 67-2346 shall have the meaning defined therein.

13. LICENSES, PERMITS & FEES

The Contractor shall, without additional expense to the State, obtain all required licenses and permits and pay all fees necessary for executing provisions of this Contract unless specifically stated otherwise herein.

14. INDEMNIFICATION

- a. Contractor shall indemnify, defend, and save harmless the State, its officers, agents, employees, and volunteers from and against any and all liability, claims, damages, losses, expenses, actions, settlements, attorneys' fees, and suits whatsoever caused by, arising out of, or in connection with Contractor's acts or omissions under this Agreement or Contractor's failure to comply with any state or federal statute, law, regulation, or rule.
- b. Upon receipt of the State's tender of indemnity and defense, Contractor shall immediately take all reasonable actions necessary, including, but not limited to, providing a legal defense for the State, to begin fulfilling its obligation to indemnify, defend, and save harmless the State. Contractor's indemnification and defense liabilities described herein shall apply regardless of any allegations that a claim or suit is attributable in whole or in part to any act or omission of the State under this Agreement. However, if it is determined by a final judgment that the State's negligent act or omission is the sole proximate cause of a suit or claim, the State shall not be entitled to indemnification from Contractor with respect to such suit or claim, and the State, in its discretion, may reimburse Contractor for reasonable defense costs attributable to the defense provided by any Special Deputy Attorney General appointed pursuant to subsection 14.c.
- c. Any legal defense provided by Contractor to the State under this section must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Any attorney appointed to represent the State must first qualify as and be appointed by the Attorney General of the State of Idaho as a Special Deputy Attorney General pursuant to Idaho Code Sections 67-1401(13) and 67-1409(1).

15. OFFICIALS, AGENTS, AND EMPLOYEES OF THE STATE NOT PERSONALLY LIABLE

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the State be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Contract.

16. RISK OF LOSS

Risk of loss and responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to

latent defects, fraud and Contractor's warranty obligations. Such loss, injury or destruction shall not release the Contractor from any obligation under this Contract.

17. INSURANCE

The Contractor shall obtain and retain in force for the duration of this Contract, the following forms of insurance written by an insurance company having a Best's rating of AV or better and be licensed and admitted in Idaho. The Contractor shall furnish the State with a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All certificates shall provide for written notice to the State upon cancellation or material change of any insurance referred to therein. All policies shall be endorsed to include the State of Idaho, its departments, agents, officials, and employees as additional insureds and shall protect the Contractor and the State from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under this Contract whether such operations be by the Contractor, his employees, subcontractors, agents, or guests. All policies shall contain waiver of subrogation coverage or endorsements. Failure of the State to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of the State to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this Contract. The Contractor shall provide certified copies of all insurance policies required within ten (10) days if requested by the State.

a) Workers Compensation

The Contractor shall maintain worker's compensation insurance in amounts as required by statute in all states in which the Contractor performs work, and employer's liability insurance with a limit of \$1,000,000 Bodily Injury by Accident each Accident; \$1,000,000 Bodily Injury by Disease – each employee; and \$1,000,000 Bodily Injury by Disease – Policy Limit.

b) Commercial General Liability

Commercial General Liability insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. Minimum limits required as follows:

- ii. \$1,000,000 each occurrence;
- iii. \$2,000,000 general aggregate;

- iv. \$1,000,000 products and completed operations aggregate; and
- v. \$50,000 any one fire.

c) Airport Liability

- i. Airport Liability Insurance covering premises operations, fire damage, products and completed operations, blanket contractual liability, personal injury, and with minimum limits as follows:

- 7) \$2,000,000 each occurrence;
- 8) \$2,000,000 general aggregate;
- 9) \$2,000,000 products and completed operations aggregate.

d) Aircraft Liability

Aircraft Liability insurance including coverage for all owned, hired, and non-owned aircraft with a combined single limit of/for bodily injury, passenger (in case of models that have a passenger seat), and property damage not less than \$1,000,000 per occurrence/\$2,000,000 aggregate with no per seat passenger limitation in cases of models that have a passenger seat.

e) Tail Coverage

If any of the aforementioned liability insurance is arranged on a "claims made" basis, Extended Reporting coverage will be required at the completion of this Contract for a duration of 36 months, or the maximum time period the Contractor's insurer will provide such if less than 36 months. Contractor will be responsible for furnishing certification of Extended Reporting coverage as described or continuous "claims made" liability coverage for 36 months following Contract completion.

Continuous "claims made" coverage will be acceptable in lieu of Extended Reporting coverage, provided its retroactive date is on or before the effective date of this Contract. This will be a condition of the Final Acceptance of Work or Services and Related Warranty (if any).

f) Automobile Insurance

The Contractor shall maintain automobile liability insurance which shall provide a minimum \$1,000,000 combined single limit per occurrence and shall include coverage for owned, non-owned, and hired automobiles.

By requiring insurance herein, the State does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to the State in this Contract.

The Contractor shall require all subcontractors utilized in performance of this Contract to provide certificates of insurance to the State evidencing insurance coverage with the required additional insured endorsements as set forth in the preceding paragraphs.

18.ASSIGNMENTS

The Contractor shall not assign a right or delegate a duty under this Contract without the prior written consent of the State.

19.APPOINTMENT OF REPRESENTATIVES

The State shall, at any given time, designate a COR of the operation. The Contractor shall designate an individual, in writing, who shall be responsible for proper compliance with all contract provisions which apply to the operation and who will be available at all reasonable times for consultation with the COR.

20.PROHIBITED CONTRACTS

No member of the legislature or officer or employee of any branch of the state government shall directly themselves, or by any other person execute, hold or enjoy, in whole or in part, any contract or agreement made or entered into by or on behalf of the state of Idaho, if made by, through or on behalf of the State in which they are an officer or employee or if made by, through or on behalf of any other department unless the same are made after competitive quotations. (Idaho Code Section 67-9230(2)).

21.GOVERNING LAW

This Contract shall be construed in accordance with and governed by the laws of the State of Idaho. Any action to enforce the provisions of this Contract shall be brought in State district court in Ada County, Boise Idaho. In the event any term of the Contract is held to be invalid or unenforceable by a court, the remaining terms of this Contract will remain in force.

22.SAFETY INFORMATION

The Contractor assumes full responsibility for the safety of his employees, equipment and supplies. All safety training is the responsibility of the Contractor.

All chemicals, equipment and materials proposed and/or used in the performance of this Contract must conform to the standards required by the William-Steiger Occupational Safety and Health Act of 1970. Contractor must furnish all Safety Data Sheets (SDS) for any regulated chemicals, equipment or hazardous materials at the time of delivery.

23.USE OF THE STATE OF IDAHO NAME

Contractor agrees that it will not, prior to, in the course of, or after performance under this Contract, use the State's name in any advertising or promotional media as a customer or client of Contractor without the prior written consent of the State.

24. OWNERSHIP

All information furnished to the Contractor for its use pursuant to this Contract shall belong to the State and shall be returned to the State in good order upon completion of the Contract or upon the State's request. All documents, reports, and any other data developed by the Contractor for the State in the performance of this Contract shall become the property of the State. Contract.

25. APPROPRIATION BY LEGISLATURE REQUIRED

Fiscal Necessity and Non-Appropriation. The State is a government entity, and the State's payments shall be paid from Idaho State Legislative appropriations. The Legislature is under no legal obligation to make appropriations to fulfill this Contract. This Contract shall in no way or manner be construed to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time.

The State reserves the right to terminate this Contract in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments, or requires any return or "give-back" of funds required for the State to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available, or if the State discontinues or makes a material alteration of the program under which funds were provided. The State shall not be required to transfer funds between accounts if funds are reduced or unavailable.

If funds are reduced or unavailable, all affected future rights and liabilities of the parties shall cease within ten (10) calendar days after notice to the Contractor.

Further, in the event of non-appropriation, the State shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential, or other damages resulting therefrom.

26. FORCE MAJEURE

Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Contractor. If

reasonably possible, the Contractor shall make every reasonable effort to complete performance as soon as possible.

27. ENTIRE CONTRACT

This Contract constitutes the entire Contract between the parties with respect to the subject matter hereof and shall supersede all previous proposals or quotations, both oral and written, discussions, representations, commitments, and all other communications between the parties. Where terms and conditions specified in the State's documents or the Contractor's response differ from those specifically stated in this Contract, the terms and conditions of this Contract shall apply.

28. CONTRACT TERMINATION

a) TERMINATION FOR CAUSE WITH NOTICE:

- vi. The occurrence of any of the following events shall be an Event of Default under this Contract:
 - 10) A material breach of any term or condition of this Contract; or
 - 11) Any representation or warranty by Contractor in response to the Solicitation or in this Contract proves to be untrue or materially misleading; or
 - 12) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
 - 13) Any default specified in another section of this Contract.
- vii. The State may terminate the Contract (or any order issued pursuant to the Contract) when the Contractor has been provided written notice of default or non-compliance and has failed to cure the default or non-compliance within a reasonable time, not to exceed thirty (30) calendar days. If the Contract is terminated for default or non-compliance, the Contractor will be responsible for any costs resulting from the State's placement of a new contract and any damages incurred by State, as a result of the default. The State, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due.
- viii. Upon written notice of default, Contractor shall be in breach of its obligations under this Contract and the State shall have the right to exercise any or all of the following remedies:

- 1) Exercise any remedy provided by law or equity;
- 2) Terminate this Contract and any related Contracts or portions thereof;
- 3) Impose liquidated damages as provided in this Contract;
- 4) Suspend Contractor from receiving future bid solicitations;
- 5) Suspend Contractor's performance;
- 6) Withhold payment until the default is remedied.

b) TERMINATION FOR CAUSE WITHOUT NOTICE

The State shall not be required to provide advance written notice or a cure period and may immediately terminate this Contract in whole or in part for an Event of Default if the State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Contract.

c) TERMINATION FOR CONVENIENCE

- i. The State may terminate this Contract for its convenience in whole or in part, if the State determines it is in the State's best interest to do so.
- ii. After receipt of a notice of termination for convenience, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
 - 1) Stop work.
 - 2) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continuing portion of the Contract.
 - 3) Terminate all subcontracts to the extent they relate to the work terminated.
 - 4) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts.
- iii. Unless otherwise set forth in the Solicitation, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been fully performed:

5) The Contract price for Deliverables or services accepted by the State and not previously paid for; and

6) The total of:

- c. The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but excluding any cost attributable to Deliverables or services paid or to be paid;
- d. The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract; and
- e. Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.

iv. The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

d) TERMINATION FOR FISCAL NECESSITY

The State is a government entity and it is understood and agreed that the State's payments herein provided for shall be paid from Idaho State Legislative appropriations. The Legislature is under no legal obligation to make appropriations to fulfill this Contract. This Contract shall in no way or manner be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. The State reserves the right to terminate this Contract in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments, or requires any return or "give-back" of funds required for the State to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available, or if the State discontinues or makes a material alteration of the program under which funds were provided. The State shall not be required to transfer funds between accounts in the event that funds are reduced or unavailable. All affected future rights and liabilities of the parties shall thereupon cease within ten (10) calendar days after notice to the Contractor. Further, in the event of non-appropriation, the State shall not be

liable for any penalty, expense, or liability, or for general, special, incidental, consequential or other damages resulting therefrom.

29.PERFORMANCE OF THE CONTRACTOR

Failure of the Contractor to commence operations as mutually agreed upon by the Contractor and the State, to complete operations as prescribed herein, or failure to meet other terms of the Contract, shall give the State the right to terminate the Contract. Such termination shall not affect any rights of the State of Idaho for recovery of damages from any payment for services due from Contractor or from any bond hereinbefore provided for in any action at law or in equity.

30.MODIFICATION

This Contract may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

31.PUBLIC RECORDS

Pursuant to Idaho Code Section 74-101 through 74-126, information or documents received from the Contractor may be open to public inspection and copying unless exempt from disclosure. The Contractor shall clearly designate individual documents as "exempt" on each page of such documents and shall indicate the basis for such exemption. The State will not accept the marking of an entire document as exempt. In addition, the State will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. The Contractor shall indemnify and defend State against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for the Contractor's failure to designate individual documents as exempt. The Contractor's failure to designate as exempt any document or portion of a document that is released by State shall constitute a complete waiver of any and all claims for damages caused by any such release. If State receives a request for materials claimed exempt by the Contractor, the Contractor shall provide the legal defense for such claim.

32.CONFIDENTIAL INFORMATION:

Pursuant to this Contract, Contractor may collect, or State may disclose to Contractor, financial, personnel or other information that State regards as proprietary, confidential or exempt from disclosure ("Confidential Information"). Confidential Information shall belong solely to State. Contractor shall use such Confidential Information only in the performance of its services under this Contract and shall not disclose any Confidential Information to any third party, except with State's prior written consent or under a valid order of a court or governmental agency of competent jurisdiction, and then only upon timely notice to State. State may require that Contractor's officers, employees, agents or subcontractors separately agree in writing to the obligations contained in this section or sign a separate confidentiality agreement. Confidential Information shall be returned to

State upon termination of this Contract. The confidentiality obligation contained in this section shall survive termination of this Contract. Confidential Information shall not include data or information that:

- d. Is or was in the possession of Contractor before being furnished by State, provided that such information or other data is not known by Contractor to be subject to another confidentiality agreement with or other obligation of confidentiality to State;
- e. Becomes generally available to the public other than as a result of disclosure by Contractor; or
- f. Becomes available to Contractor on a non-confidential basis from a source other than State, provided that such source is not known by Contractor to be subject to a confidentiality agreement with or other obligation of confidentiality to State.

33. NON-WAIVER

The failure of any party, at any time, to enforce a provision of this Contract shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Contract, any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

34. NO WAIVER OF SOVEREIGN IMMUNITY

In no event shall this Contract or any act by State, be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for State. This section applies to a claim brought against State only to the extent Congress has appropriately abrogated State's sovereign immunity and is not consent by State to be sued in federal court, or a waiver of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

35. ATTORNEYS' FEES

In the event suit is brought or an attorney is retained by any party to this Contract to enforce the terms of this Contract or to collect any moneys due hereunder, the prevailing party shall be entitled to recover reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith in addition to any other available remedies.

36. TRASH CLEANUP

The Contractor shall be responsible for picking up and properly disposing of all trash generated as a result of this Contract at the end of each day. This includes any camps

made by Contractor personnel. Cleanup shall be done to the satisfaction of the COR and shall not affect any rights of the State for the recovery of costs of the cleanup.

37.CAMPING ON STATE LAND

Contractor personnel may, with written approval from the State, camp during the contract period on State land when performing remote operations in support of fire suppression resource orders. Such camping will be at the Contractor's own risk. Any camps will be made according to conditions set forth by the State Supervisory Areas and be in compliance with State Land Board rules and regulations for fire prevention.

38.FIRE PREVENTION RESPONSIBILITIES

- a. The Contractor will adhere to the State Land Board rules and regulations which set forth fire prevention safety precautions for woods operations. Such rules and regulations are available at any State office. These rules and regulations will be outlined during the pre-work conference with the Contractor.
- b. The Contractor shall not build any open fires at any time of the year on the contract area without first obtaining written permission from the State.
- c. Fire spreading through the contract area which is a result of the Contractor's operation or employees' actions shall be the liability of the Contractor.

39.COMPLIANCE WITH LAW

Contractor warrants that in the performance of this Contract it has complied and will comply with all federal, state and local laws, ordinances, regulations, directives and guidelines.

40.PAYMENTS AND COMPLIANCE

Payment(s) shall be made to the Contractor as described in the Statement of Work, and according to Idaho Code Section 67-2302. Payment(s) will be at the rate(s) set forth in Exhibit B Prices and Rates.

Signatures on Next Page...

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused Contract TBD to be executed in Boise, Idaho and effective as of the date/time of the final signature below.

IDAHO DEPARTMENT OF LANDS

CONTRACTOR

By: _____
Andrew Evans

By: _____

Title: Procurement Manager

Title: _____

Date and Time: _____



APPENDIX C – SCOPE OF CONTRACT CONDITIONS

25-701 - Exclusive Use Aviation Type 1 Helicopter

EXHIBIT A, STATEMENT OF WORK

SECTION A – GENERAL REQUIREMENTS AND SCHEDULE OF ITEMS

- Special Notes:
 - o For RFP purposes, SECTION A has been turned into a required “fillable” form and titled ATTACHMENT 5 – GENERAL REQUIREMENTS AND SCHEDULE OF ITEMS.
 - o Following award, the completed General Requirements and Schedule of Items form will be retitled “Section A” to align with the Scope of Contract Conditions for administrative clarity and added to the document to establish a logical order.

SECTION B – CONTRACT TERMS AND CONDITIONS

1. SCOPE OF CONTRACT

- a. The intent of this solicitation and any resultant contract is to obtain a helicopter that is fully operated by qualified and proficient personnel and equipped to meet specifications contained herein for offered helicopter used in the administration and protection of State, Private and Public Lands.
- b. The Contractor shall develop, maintain, and utilize a Safety Management System (SMS) necessary to assure safety of ground and flight operations. The development and maintenance of these programs are a material part of the performance of the Contract (See EXHIBIT 31 – SYNOPSIS OF SAFETY PROGRAM). When, in the sole judgment of the COR, it is determined the safety programs do not adequately promote the safety of operations, the State may terminate the Contract for cause. Examples of such programs include but are not limited to: 1) Personnel Activities, 2) Maintenance, 3) Safety and 4) Compliance with Regulations.
- c. During the Mandatory Availability Period (MAP) the helicopter shall be made available for the exclusive use of the State.
- d. The helicopter(s) furnished will be used for fire response efforts and may also be used for project work.
- e. The State has Interagency and cooperative agreements with, including but not limited to, Federal Agencies, other State of Idaho Agencies, and other States/Provinces/Territories. Helicopter(s) may be dispatched under this Contract for such use.
- f. The COR may by mutual agreement, release the Contractor from the Contract for short periods of time to perform outside work for other Federal, State, or

local agencies or private parties. During the period of such release, the State shall not be responsible for any payment or liability.

2. CERTIFICATIONS

a. General

- i. Contractors shall be currently certificated to meet 14 Code of Federal Regulations (CFR), 133 (External Load Operations) and 137 (Agricultural Aircraft Operations). Any helicopter(s) offered shall be listed by make, model, series, and registration number on the Operators Certificates.
- ii. Helicopter(s) 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(s) may be operated except those requirements specifically waived by the COR. If an operator has a 135 certificate, the aircraft will be maintained in accordance with their FAA approved maintenance program. 14 CFR Part 133 and 137 helicopters will be maintained in accordance with the type certificate and applicable supplement type certificates (STC).
- iii. Each helicopter(s) shall operate in accordance with an approved 14 CFR Part 133, Rotorcraft Load Combination Flight Manual (RLCFM). A copy of the RLCFM shall be kept with the aircraft at all times.

b. Standard Category Helicopters

- i. 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.
- ii. Helicopter(s) shall be certificated in Normal or Transport Category.
- iii. The State may elect not to utilize individual Standard Category helicopter(s) for passenger transport.
- iv. Helicopter(s) shall carry their fully rated capacity of cargo for suppressant/retardant as determined by use of the approved weight and balance performance data.

c. Restricted Category Helicopters

- i. Helicopter(s) certificated in Restricted Category shall have been issued a Special Airworthiness Certificate.
 - 7) Aircraft required to have a Special Airworthiness Certificate prior to initial Contract inspection.

- ii. Helicopter(s) configured from aircraft types that have FAA Type Certificates obtained by the helicopter manufacturer shall incorporate the manufacturers 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.
- iii. Helicopter(s), which are configured from former military aircraft, which have FAA Type Certificates based upon military operation in lieu of a manufacturers Type Certificate, shall have all applicable Time Compliance Technical Orders (TCTO's), military Service Bulletins, and Safety-of-Flight Messages accomplished. This includes any directives which refer to later models of the same type, which were issued after the earlier models had left the military inventory. When FAA approvals establish more restrictive limits, such limits will prevail.
- iv. Helicopter(s) shall carry their fully rated capacity of cargo for suppressant/retardant as determined by use of the approved weight and balance performance data.

3. STATE/FEDERAL GOVERNMENT FURNISHED INFORMATION

- a. The following information must be downloaded by the Contractor and kept on aircraft:
 - v. NWCG Standards for Aviation Transport of Hazardous Materials:
 - vi. <https://fs-prod-nwcg.s3.us-gov-west-1.amazonaws.com/s3fs-public/publication/pms513.pdf?VersionId=CFF5j3RvzQEX6PVlyIrp2Tgh.I1Iy5YX>
 - vii. Department of Transportation (DOT) Special Permit Letter: https://www.phmsa.dot.gov/hazmat/documents/authorization/2022015017_SP9198.pdf/2022015017/SP9198
 - viii. Reserved
- b. Wildland Fire Chemicals listed on the current Qualified Product List (QPL) may be provided by the State as needed in accordance with the most current QPL as specified at:
- c. <https://www.fs.usda.gov/rm/fire/wfcs/products/>
- d. The following may be provided to the Contractor at the convenience of the State.
 - i. AUX-FM adapter cable with portable radio

4. HELICOPTER REQUIREMENTS

a. General

- i. Helicopter(s) shall be maintained in accordance with all applicable 14 CFR requirements, mandatory manufacturer's bulletins as required or identified by the FS and/or DOI, and all applicable FAA Airworthiness Directives (AD).
- ii. All required documents needed to verify the data in Form FS-5700-21a or OAS 36b; Helicopter Data Record (including airframe logs, engine logs, compliance with mandatory manufacturer's bulletins, FAA AD compliance, listing of installed STC's, and helicopter status record, etc.) shall be made available to COR. A status sheet containing the status of inspections, Airworthiness Directives and components having time/life limits will be available with each helicopter(s).
- iii. Unless authorized by an approved Minimum Equipment List (MEL), the helicopter(s) shall not be approved or used if any accessory or instrument listed on the helicopter type certificate data sheet is inoperative. However, all items required by this Contract may not be placed on an MEL as non-operational unless approved by a Federal Agency Aviation Maintenance Inspector or the COR. As an example, the following equipment, when inoperative, cannot be placed on an MEL with the helicopter continuing to be utilized under Contract.
 - 1) Emergency Locator Transmitter
 - 2) VHF-AM Transceiver (at least one must be operational)
 - 3) P25 Digital VHF-FM Transceiver (at least one must be operational)
 - 4) Transponder and altitude reporting system (at least one must be operational)
 - 5) Static pressure, altimeter, and automatic altitude reporting system (at least one must be operational and connected to an operational transponder and altitude reporting system)
- iv. Helicopter(s) shall not be approved 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.
- v. Complete set of current aeronautical charts covering area of operation. The Contractor shall be responsible for providing navigation publications. FAA approved "electronic" flight bags meet this requirement.

b. Condition of Equipment

- i. 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.
 - ii. 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.
 - iii. The helicopter's interior shall be clean and neat. There shall be no unrepaired tears, rips, cracks, or other damage to the interior. The exterior finish, including the paint, shall be clean, neat, and in good condition (i.e. no severe fading or large areas of flaking or missing paint, etc.). Military or other low visibility paint schemes are unacceptable. Any corrosion shall be within manufacturer or FAA acceptable limits.
- c. Center of Gravity
- i. All helicopter(s) 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.
 - ii. All helicopter(s) 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.
 - iii. When the equipped weight of the helicopter(s), as noted by registration number in Section A, Schedule of Items, changes the Contractor shall notify the COR of the change and submit a new weight and balance as required by the Contract.
- d. General Equipment
- i. Helicopter(s) shall be configured with the equipment required by 14 CFR and approved for make and model furnished. In addition, the following will be required:
 - 1) A copy of the Awarded Contract and modification(s) shall remain in the helicopter(s) during the Contract period(s).
 - 2) Instrumentation required by the Type Certificate and 14 CFR for use with the make and model furnished.
 - 3) Free air temperature gauge.

- 4) Approved helicopter lighting for night operation in accordance with 14 CFR 91.209, plus instrument lights.
- 5) First Aid Kit Aeronautical (EXHIBIT 1 – FIRST AID KIT AERONAUTICAL)
- 6) Survival Kit Aeronautical (EXHIBIT 2 – SURVIVAL KIT AERONAUTICAL (LOWER 48) and EXHIBIT 3 – ALASKA SUPPLEMENT; weight of Survival Kit shall be considered as an addition to the equipped weight of the aircraft and will be documented on the C-chart or equipment list)
- 7) Additional Suppression/Prescribed Fire Equipment (EXHIBIT 5 – ADDITIONAL SUPPRESSION/PRESCRIBED FIRE EQUIPMENT) as applicable.
- 8) Seats, Seatbelts and Shoulder Harnesses
 - a. Seat belts for all seats. One set of individual lap belts for each occupant.
 - b. FAA-approved double-strap shoulder harness with automatic or manual locking inertia reels for each front seat occupant. Shoulder straps and lap belts shall fasten with one single-point, metal-to metal and quick-release mechanism. Standard factory shoulder harnesses are acceptable for Aerospatiale and Bell transport category helicopters. Military style harnesses are acceptable. (EXHIBIT 4 – RESTRAINT SYSTEMS CONDITION INSPECTION GUIDELINES).
 - c. All Seats, Seat Belts and Shoulder Harnesses for all helicopter(s) must either be:
 - ii. An OEM installation
 - iii. STC'd
 - iv. Approved for installation by an FAA Form 8110-3 with all DER supporting engineering substantiation documentation attached or
 - v. Field Approved for installation with supporting FAA Form 8110-3 and all DER supporting engineering substantiation documentation attached
 - d. Installations substantiated to the requirements 14 CFR Part 29 are most desirable. All data pertinent for these installations shall be available for review 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.

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

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

Or

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

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

- 10) Operations from other than the manufacturer's designated pilot station (right seat in most helicopter(s) are allowed only with an approved FAA Supplemental Type Certificate (STC) or field approval and designation on the aircraft Interagency Data Card. For single piloted aircraft, field approvals in lieu of STCs are not acceptable unless the appropriate crew door has been modified with bubble window (if available) and operational gauges installed in the door that can be viewed by the pilot while performing vertical reference operations.
- 11) Convex mirror for observation of external loads and landing gear (not required for aircraft equipped ONLY for vertical reference operations).
- 12) 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.
- 13) For Type 1 Standard Category helicopters with a floor height greater than 18-inches shall have an approved personnel access

step to assure safe entrance and exit from each door of the helicopter.

14) Reserved

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

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

16) High visibility markings on main rotor blades (EXHIBIT 6 – HIGH VISIBILITY MARKINGS ON MAIN ROTOR BLADES).

17) Remote and Cargo Hook

a. Cargo Hook

- i. One keeperless cargo hook that is capable of being loaded and locked in a single motion with one hand and is rated at the maximum lifting capacity of the aircraft. Not required for Type I helicopters.
- ii. As a minimum, the cargo hook shall be completely disassembled and inspected with repairs made as required, lubricated, and a full-load operational check in accordance with manufacturers recommendations.

b. Remote Hook/Long line

- i. One remote cargo 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 and a minimum of 150 feet of long line. Long line may consist of multiple segments and none shorter than 50 feet as per EXHIBIT 5 – ADDITIONAL SUPPRESSION/PREScribed FIRE EQUIPMENT.
- ii. For Power requirements see EXHIBIT 5 – ADDITIONAL SUPPRESSION/PREScribed FIRE EQUIPMENT
- iii. Remote Cargo Hook must accept and retain a cargo ring with an inside diameter of 4.5”.

18) Variable capacity collapsible bucket(s) (Required for all bucket helicopters and Type I tanked helicopters)

a. All Buckets

- i. Bucket(s) must be capable of being transported in cabin or baggage compartment or external basket of the helicopter.
- ii. The bucket(s), at 100 percent of manufacturers rated capacity (+/-5%) shall be:
 1. Commensurate with the maximum OGE lifting capability of the helicopter at 5000 PA and 30 degrees C and use 200 pounds for each pilot and 1 1/2 hours of total fuel.
 2. The manufacturer recommended size/model bucket by helicopter make and model shall be used and validated by a representative load calc.
- iii. An Operations Manual for the type bucket(s) provided shall be available on site.
- iv. Environmental operating conditions may dictate the need for more than one size bucket.
- v. Shall be leak free (1/2 gallon or less in a 24-hour period)

b. Non-Gated buckets and non-powerfill buckets

- i. A second variable capacity water/retardant is required. At 100% capacity, the second bucket shall be no more than 10% greater than the minimum capacity of the primary bucket.
- ii. 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. 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.

c. Gated Buckets and power fill buckets

- i. Requires electronic hook load measuring system that provides cockpit readout of the actual weight.
 - ii. 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).
 - iii. If power fill equipped, bucket must fill to maximum capacity in no more than 90 seconds.
- 19) For Type I Helicopters
 - a. 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 COR for direction.

Example: N282CL will display 2CL
 - b. All other tank numbers (ex: 700 series) must be removed from aircraft when hired on this Contract.
- 20) Reserved
- 21) Fuel Servicing Vehicle (See EXHIBIT 8 – FUEL SERVICING EQUIPMENT REQUIREMENTS).
- 22) FAA Approved Extended Height /High Skid Landing Gear (if available by STC or aircraft manufacturer).
- 23) FAA approved high visibility, pulsating, forward facing, conspicuity lighting.
- 24) FAA approved locking cap(s) on all fuel filler ports. Single point refueling port dust caps need not have an FAA approved locking device.
- 25) FAA approved Wire Cutters, for Standard Category personnel transport helicopters only.
- 26) FAA approved floor protection. Helicopter(s) 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. (Not applicable to Type 1 restricted category helicopters.)

- 27) Internal baggage compartment/external cargo basket/racks. For Type I Standard Category Aircraft: All cargo restraint anchor locations must have cargo rings installed. 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).

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

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

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

- 28) Reserved
- 29) Engine inlet air filtration system/particle air separator for all Standard Category helicopters.
- 30) Heating system for windshield de-fog.

- 31) Kit for disposal of fuel during start-up/shut down; i.e., EPA Bell Kit if commercially available.
- ii. Optional Items.
 - 1) 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 (Pilot-in-Command (PIC) and manager) load calculation is still required to be on-site.
- iii. Aircraft Additional Equipment for Operations in Alaska - See EXHIBIT 3 – ALASKA SUPPLEMENT, for Alaska dispatches.

5. HELICOPTER MAINTENANCE

a. General

- i. The Contractor shall be capable of providing field maintenance support to the helicopter(s) for extended periods during heavy use.
- ii. Helicopter(s) shall be operated and maintained in accordance with 14 CFR requirements and manufacturers' recommendations. Special equipment and/or modification of the helicopter(s) to meet requirements of this Contract shall be inspected, repaired, and altered in accordance with 14 CFR requirements and manufacturer's recommendations or engineered data and, if required, be FAA approved. All "time change" components, including engines, shall be replaced upon reaching the factory recommended time, or FAA approved extension if applicable. Helicopters operated with components and accessories on approved TBO extension programs are acceptable, provided the Contractor who provides the helicopter(s) is the holder of the approved extension authorization (not the owner if the helicopter(s) is leased), and shall operate in accordance with the extension.
- iii. FAA, CFR 14, Part 145 Repair Stations, may be used for specific maintenance functions that the repair station is certified for. The helicopter(s) 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 an Interagency Carded mechanic if required by this Contract.
- iv. Contract performance may subject the helicopter(s) engine to frequent smoke, sand and dust ingestion. All helicopter(s) shall comply with the erosion inspection procedures at the recommended intervals in

accordance with the engine operation and maintenance manual for the Contracted aircraft.

- v. All maintenance performed shall be recorded in accordance with 14 CFR 43 and 91 including helicopter time-in-service and hour meter reading.
- vi. 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 Principle Base of Operations (Location that Certificate is held).
- vii. Maintenance of aircraft records shall be in accordance with the FAA Advisory Circular (AC) No. 43-9C as revised.
- viii. Contractor shall notify the 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.
- ix. Routine maintenance shall be performed before or after the daily standby or as approved by the COR.
- x. All inspection times and intervals shall comply with the Contractor's FAA Approved Maintenance Program.
- xi. Inspections shall be performed in a maintenance facility, at the Designated or alternate base, or in the best field conditions available. Flight time to and from a maintenance facility or alternate base or location in excess of 30 minutes of flight time will not be paid.
- xii. 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.
- xiii. Helicopter(s) 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, the Contractor May Perform scheduled inspection or maintenance without loss of availability. From that time, after every subsequent 100 hours of flight ($\pm 10\%$), scheduled inspections or maintenance may be performed without loss of availability per the requirements in (1) thru (3) below.
 - 1) 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.

- 2) When the helicopter(s) is available for service, it is the Contractor's responsibility to ensure that the flight crew is also available. If the 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.
 - 3) If the entire calendar day is not used to perform maintenance, no credit of that unused time shall be granted.
- xiv. During 90-day or less MAP the Contractor may, with the approval of the COR, elect to use 1 maintenance day and if the MAP is greater than 90 days the Contractor may, with the approval of the COR, elect to use 2 maintenance days. These are non-paid calendar days for the accomplishment of scheduled maintenance. These 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 COR 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. In the event that the aircraft is extended more than 28 days beyond the MAP, the Contractor shall be afforded the option of 1 additional maintenance day when coordinated and approved by the COR.
- xv. 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, EXHIBIT 21).
- xvi. Helicopter(s) under this initially awarded Contract under this solicitation shall remain at or below Contracted helicopter equipped weight as proposed in the base year of the Contract. Helicopter(s) will be allowed a total of 1% above the awarded Contracted helicopter(s) equipped weight as proposed during the combined Contract option years. The helicopter's equipped weight is determined using weight and balance data which was determined by actual weighing of the aircraft within 12 months prior to the due date of proposal submission and 24 months thereafter or following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft. If the State requires additional equipment after Contract award no penalty will be assessed.

- xvii. A list of equipment installed in the aircraft at the time of weighing shall be compiled. The equipment list shall include the name, weight, arm and moment of each item installed. Items that may be easily removed or installed for aircraft configuration changes (seats, doors, radios, cargo hook, baskets, special mission equipment, etc.) shall also be listed including the name, weight, arm and moment of each item. Each page of the equipment list shall identify the specific aircraft by serial and registration number. Each page of the equipment list shall be dated indicating the last date of actual weighing or computation. The weight and balance shall be revised each time equipment is removed or installed which more than negligibly affects the center of gravity of the aircraft. See EXHIBIT 21 for an acceptable example.
 - xviii. When the Contract equipped weight of the aircraft, as noted by registration number in Section A, Schedule of Items, changes, the Contractor shall notify the COR of the change and submit a revised weight and balance as required by the Contract.
- b. Turbine Engine Power Assurance Checks
- i. A power assurance check shall be accomplished on the first day of operation, and thereafter within each 10-hour interval of Contracted flight operation unless prohibited by environmental conditions (i.e. weather, smoke). The power assurance check shall be accomplished by the Contractor in accordance with the Rotorcraft Flight Manual or approved company performance monitoring program. A current record of the power assurance checks will be maintained with the aircraft under this Contract and any option years.
 - ii. Helicopter(s) with power output below the minimum published performance charts or if the trend analysis indicates significant deterioration in performance the aircraft, shall be removed from service. The power condition shall be corrected before return to service and Contract availability.
- c. Maintenance Flights
- A functional maintenance flight shall be performed following overhaul, repair, reinstallation, and/or replacement of any engine, power train, rotor system or flight control equipment and following any adjustment of the flight control systems before the helicopter(s) is returned to service.
- d. Requirement for two interagency carded A&P mechanics for Type I helicopters.
- e. Calibrated Tools

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

6. AIRCRAFT AND EQUIPMENT SECURITY

- a. The security of Contractor provided helicopter(s) and equipment is the responsibility of the Contractor.
- b. Helicopter(s) shall be electrically and/or mechanically disabled by two independent security systems whenever the helicopter(s) is unattended. Deactivating security systems shall be incorporated into preflight checklists to prevent accidental damage to the helicopter(s) or interfere with safety of flight.
- c. Examples of unacceptable disabling systems are: Locked door/windows; and/or fenced parking areas.

7. AVIONICS

a. Minimum Requirements

All avionics used to meet this Contract shall comply with the requirements of Section B-7 (b & c). The following are the minimum avionics which shall be installed. Additional avionics may be required in Section B of this Contract.

i. Minimum Helicopter Requirements:

- 1) One VHF-AM Radio (COM 1)
- 2) One VHF-FM Radio (FM 1)
- 3) One Auxiliary FM system (AUX FM) {not required in heavy helicopters with 2 VHF-FM radios installed or KMAX}
- 4) One Global Positioning System (GPS)
- 5) An Intercom System (ICS) {not required in single occupant aircraft}
- 6) Audio Control systems applicable to the type of aircraft offered
- 7) An Emergency Locator Transmitter (ELT)
- 8) An Automated Flight Following System (AFF)
- 9) One Transponder
- 10) One Altimeter and Automatic Pressure Altitude Reporting system
- 11) One Auxiliary Power Source (3 Pin) {Not required in helicopters not approved for passengers}

- 12) One Bucket/Torch Connector (9 Pin) {Not required in heavy helicopters}
- 13) Lighting for night operations in accordance with 14 CFR 91.205 (c)
- 14) Lighting for all instruments required by 14 CFR 91.205 (b)
- 15) ADS-B OUT is required as of January 1st 2020

b. Avionics Specifications

i. Communications systems

Transmitters shall not open squelch on, or interfere with, other AM or FM transceivers on the aircraft which are monitoring different frequencies. Transmit interlock functions shall 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.)

1) VHF-AM Radios

VHF-AM radios shall be TSO approved aeronautical transceivers, permanently installed, and operate in the frequency band of 118.000 to 136.975 MHz with a minimum of 760 channels in no greater than 25 KHz increments. Transmitters shall have a minimum of 5 Watts carrier output power.

2) VHF-FM Radios

All aircraft approved for fire operations shall use P25 Digital VHF-FM transceivers meeting the specifications of FS/OAS A-19. FM radios used in all aircraft shall be State/Federal 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/sites/default/files/NIICD/docs/approved_radios%202025-2-26.pdf The following requirements shall be met.

- a. VHF-FM radios shall be aeronautical transceivers, permanently installed in a location that is convenient to the PIC and SIC/observer, and operate in the frequency band of 138 to 175 MHz. All usable frequencies shall be programmable in flight. Narrowband and digital operation shall be selectable by channel for both MAIN and GUARD operation. Carrier output power shall be 6-10 Watts nominal.
- b. Transceivers shall have a GUARD capability constantly monitoring 168.625 MHz and have a tone of 110.9 on all

GUARD transmissions. Simultaneous monitoring of MAIN and GUARD is required. Scanning of GUARD is not acceptable. Aircraft not approved for Air Tactical operation only require one FM GUARD receiver.

- c. Transceivers shall have the capability of encoding CTCSS sub audible tones on all channels. A minimum of 32 tones meeting the current TIA/EIA-603 standards shall be selectable.
- d. Transceivers shall have the capability to display both receiver and transmitter frequencies. Activation indicators for transmit and receive shall be provided for both MAIN and GUARD operation.
- e. The radio shall use an external broadband antenna covering the frequency band of 138 to 174 MHz (Comant CI-177-1 or equivalent).

3) Auxiliary FM systems (AUX FM)

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

- a. An external broadband antenna covering the frequency band of 138 to 175 MHz (Comant CI-177-1 or equivalent) shall be installed with the associated coax terminated in a bulkhead mounted BNC connector adjacent to the above 10 pin connector.
- b. A portable radio mount (Field Support Services AUX-EPH-RB or equivalent) shall be installed providing the crew unrestricted operation of the radio controls when connected with an 18 inch adapter cable.
- c. A VHF-FM radio meeting the requirements of paragraph (b) (i) (2) may be installed, in addition to the radios already required, in lieu of the AUX FM system.

4) Non-Standard Radios

Non-standard radios shall be aeronautical transceivers interfaced to the aircraft audio control systems and a compatible antenna via an

approved installation. The radio shall be compatible with the requesting unit.

5) Public Address systems (PA)

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

a. External PA

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

b. Internal PA

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

6) Satellite Communications System (SatCom)

a. SatCom systems shall be FAA approved, powered by the aircraft electrical system via a dedicated circuit breaker, interfaced to the aircraft audio system as a communication transceiver, permit direct dial operation, and be operational in all phases of flight.

b. All manufacturer required displays and controls shall be easily visible and selectable by the PIC and SIC/Observer.

c. The Contractor shall maintain a subscription providing uninterrupted service during the Contract period and a minimum amount of minutes per month as identified in Section B. The State will reimburse the Contractor for actual costs incurred when using more than the required amount of minutes specified.

ii. Audio Systems

1) Intercom Systems (ICS)

ICS shall integrate with the aircraft audio control systems and mix with selected receiver audio. An independent ICS volume control, keyed operation, and a "hot mic" capability shall be provided for each required position. Passenger volume adjustments 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. Exclusive-use helicopter(s) approved for passengers, and helicopter(s) which require an aft audio control system, shall provide ICS at all passenger positions. Additional helicopter(s) requested by the State under this Contract, approved for passengers shall provide ICS for two aft exit passenger positions.

2) Audio Control Systems

a. General

Aircraft configuration shall 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 shall be provided for each required audio control system. Each system shall have the capability to simultaneously select and utilize a different transceiver (and PA if required). Sidetone shall be provided for the user as well as for cross monitoring by all installed systems. Receiver audio shall be automatically selected when the corresponding transmitter is selected. Receiver audio shall be provided to each position which requires ICS (refer to ICS section for requirements). Aft audio control systems are not required to provide NAV audio.

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

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

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

b. Drop Cord Requirements

- i. Coil cord that extends to 6 feet nominally
- ii. 6-Pin MS3476L10-6P type connector on the coil cord
- iii. U-92 (TJT-120) type audio jack on the housing
- iv. Large clip
- v. Volume control
- vi. ICS switch with momentary and lock positions
- vii. Radio PTT switch (only for positions which require radio transmit)

c. Aft Audio Control Systems (when required)

The audio controller shall be installed in a location that provides unobstructed access to the controls while seated. Aft passengers shall utilize the aft audio control system(s). Two aft passenger positions shall have radio transmit capability. See the applicable "Helicopter Audio Requirements" drawing for locations.

d. Required Audio Control systems

The following audio control systems are required based on helicopter type:

- i. Helicopters not approved for passengers

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

ii. Light and Medium Helicopters approved for passengers

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

iii. Navigation Systems

1) Global Positioning Systems (GPS)

a. Aeronautical GPS

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

iv. Surveillance systems

1) 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.

2) Automated Flight Following systems (AFF)

Automated flight following systems must be compatible with the State/Federal Government's tracking program (AFF.gov), utilize 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 shall be met.

- a. A subscription service shall be maintained through the equipment provider allowing position reporting via the State/Federal 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. Changes to equipment and registration information shall be reported to AFF.gov ensuring the program is current prior to aircraft use. For assistance, the Interagency Incident Applications (IIA) HelpDesk may be reached at (866) 224-7677 or (616) 323-1667.
- c. An AFF operational test shall be performed by the Contractor no less than seven calendar days prior to the annual compliance inspection. This test must ensure that the system meets all requirements and is displayed in the AFF viewer with the correct information. A username and password are required. Registration and additional information are available at <https://www.aff.gov/>. If the aircraft is not displaying properly, the vendor shall notify AFF.gov.
- d. If AFF becomes unreliable the aircraft may, at the discretion of the State, remain available for service utilizing radio/voice systems for flight following. The system shall be returned to full operational capability within 5 calendar days after the system is discovered to be unreliable.
- e. This clause incorporates the JSON Specification Section Supplement available at https://www.aff.gov/documents/Json_Specification_Section_Supplement.pdf as if it was presented as full text herein.
- f. For questions about current compatibility requirements contact the AFF Program Manager by emailing affadmin@firenet.gov.

3) Reserved

4) Transponders

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

5) Altimeter and Automatic Pressure Altitude Reporting systems

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

6) 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.

7) Automatic Dependent Surveillance – Broadcast Out (ADS-B OUT)

- a. ADS-B OUT systems must be approved to TSO-C154c or TSO-C166b. Aircraft operating outside of the United States must be equipped with systems approved to TSO-C166b.

v. General Systems

1) RADAR Altimeters

RADAR altimeters shall be approved, operate from zero to a minimum of 2000 feet AGL and provide the operator an adjustable cursor which enables an altitude low (decision height) annunciation. The altitude low annunciation shall be clearly identified, and in the PIC's primary field of view.

2) Auxiliary Power Source (3 Pin)

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

3) Bucket/Torch Connector (9 Pin)

- a. An MS3101A24-11S type connector shall be installed adjacent to the cargo hook within 12 inches. The connector must be adequately supported to prevent tension on the electrical wiring. Pin D must be airframe ground. Pin E must be +28 VDC operated with the "Bucket Open" switch on the collective

and protected by a 50 Amp circuit breaker that can be manually opened and reset.

- b. 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).
- c. Helicopters performing bucket operations which require an ATU must use a permanently installed 9 Pin connector with Pin G wired to a discrete input of the ATU which is configured for a ground to signal that a bucket is connected. All bucket assemblies used with these helicopters must provide a ground to Pin G to indicate that a bucket is connected. These pins must not be jumpered on the aircraft connector. All long lines used during bucket operations must use a dedicated conductor to carry the ground for Pin G through to each end. Remote hooks must not provide a ground to Pin G.

4) VHF-FM Programming Ports

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

5) GPS Data Connectors

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

6) External Portable Aviation GPS Antennas

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

7) Dual 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 installed in a location convenient to the specified users.

8) 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 and include approval for wireless intercom adapters and UHF transmitters operating between 902 MHz and 928 MHz (for Type II Helicopters). An appropriate supplement must be incorporated into the aircraft flight manual. The State will use PEDs in accordance with the STC approval for Type II Helicopters.
- b. The Contractor must have documented procedures and training to clearly address:
 - i. PEDs approved for use on board the aircraft
 - ii. Situations when approved PEDs can and cannot be used
 - iii. How and when PEDs must be secured or stowed
 - iv. PED modes of operation that can and cannot be used
 - v. How and when to inform passengers of the Contractor's PED policies and procedures
 - vi. How to manage scenarios such as suspected or confirmed electromagnetic interference, PED unit or battery smoke or fire, or other scenarios
- c. Avionics Installation and Maintenance Standards

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

- i. 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.

- ii. All antennas shall be FAA approved, have a Voltage Standing Wave Ratio (VSWR) less than 3.0 to 1 and be properly matched and polarized to their associated avionics system.
- iii. Labeling and marking of all avionics controls and equipment shall be understandable, legible, and permanent. Electronic label marking is acceptable.
- iv. Avionics installations shall not interfere with passenger safety, space or comfort. Avionics equipment shall not be mounted under seats designed for energy attenuation. In all instances, the designated areas for collapse shall be protected.
- v. All avionics equipment shall be included on the aircraft's equipment list by model, nomenclature, and location.
- vi. Avionics systems shall meet the performance specifications of FS/OAS A-24 Avionics Operational Test Standards. For a copy of all FS/OAS documents visit
- vii. <https://www.nifc.gov/resources/NIICD/niicd-documents>

8. 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 State 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 or other audio and video recording devices owned by the Contractor, Contractor representatives or the State. Use of the audio and image data outside of the scope of the Contract is prohibited unless authorized in writing by the Contracting Officer.

9. RESERVED

10. OPERATIONS

a. General

- i. Regardless of any status as a public helicopter operation (see EXHIBIT 28), the Contractor shall operate in accordance with their approved 14 CFR 135 Operations Specification and all portions of 14 CFR 91 (including those portions applicable to civil aircraft) and each certification required under this Contract unless otherwise authorized by the COR. The State acknowledges certain special use missions do not fall within the purview of 14 CFR Parts 135 and 91. Special use missions include but are not

limited to rappel short haul aerial ignition and rope assisted deployment operations.

- ii. The State may inspect the pilot's Interagency Helicopter Pilot Qualification Card for currency before any flight. The State has operational control and can delay, terminate, or cancel a flight at any time.
- iii. The State recognizes the ever-increasing difficulty operators are encountering in hiring mission-qualified pilots. Specific to this Contract, the State:

Approves Does NOT Approve

on-Contract pilot operational training.

If approved, and in response to this situation, the State has included provisions in this Contract for Contractors to conduct "On Contract" pilot operational training. This has been designed with the intent of providing operational training opportunities to Contractors seeking to upgrade pilots into new aircraft, and to provide operational training for pilots with little or no previous natural resource/wildland fire experience. See EXHIBIT 19 – "ON CONTRACT" PILOT OPERATIONAL TRAINING, for other significant conditions and restrictions. Adherence to these guidelines is critical for success of the program.

- iv. Performance enhancing data (Power Assurance Checks, wind charts, etc.) shall not be used. Only FAA approved charts based on minimum specification engine performance shall be used. As an example, Kaman K-1200 helicopters shall only use minimum specification engine performance data calculated from Rotorcraft FMS NO. 1, (USFS Fire Fighting).
- v. Use (EXHIBIT 13 – INTERAGENCY HELICOPTER LOAD CALCULATION and EXHIBIT 12 – HELICOPTER SERVICES 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.
- vi. If this Contract requires longline operations, any combination of line length may be used at the discretion of the pilot, providing the pilot card is endorsed Longline VTR and interagency policies (obstacle and tail rotor clearance etc.) are adhered to.
- vii. 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. 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 devices are Tablets, IPADs, etc. Smart phones will not be acceptable.

- viii. The aircraft must be shut down after 4 hours of flight (Hobbs) time or 2 fuel cycles (whichever occurs first).

b. Pilot Authority and Responsibilities

- i. The Pilot-In-Command (PIC) is responsible for the safety of the aircraft, loading and unloading of occupants and cargo. The pilot shall comply with the directions of the State, 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.
- ii. The pilot is responsible for computing the weight and balance for all flights and for assuring that the gross weight and center of gravity do not exceed the aircraft's limitations. Pilots shall be responsible for the proper loading and securing of all cargo. Interagency Helicopter Load calculations shall be computed and completed daily by the pilot using appropriate flight manual hover performance charts (EXHIBIT 13 - INTERAGENCY HELICOPTER LOAD CALCULATION).
- iii. Smoking is prohibited within 50-feet of fuel servicing vehicles, fueling equipment, or aircraft.
- iv. After engine(s) shutdown, the pilot may exit the aircraft while the rotor(s) are turning if the Rotorcraft Flight Manual (RFM) allows and the pilot remains within the arc of the rotor(s). The pilot shall coordinate this action with the Helicopter Manager. If not allowed by the RFM, aircraft must be shut down and rotors stopped for pilot to exit aircraft or change seats.
- v. 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.
- vi. Single wheel, single-skid, and step-out landings are prohibited.
- vii. Equipment such as radios, survival gear, fire tools, etc., shall be located in or on the aircraft in such a manner as to potentially not cause damage or

obstruct the operation of equipment or personnel. All cargo shall be properly secured.

- viii. The pilot shall not permit any passenger in the helicopter(s) or any cargo to be loaded therein unless authorized by the Helicopter Manager.
- ix. Passenger Briefing - The Contractor is required to meet 14 CFR Part 135.117, if applicable - *Briefing of Passengers Before Flight*, unless otherwise determined as impracticable by the State 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 for not adhering to 14 CFR Part 135.117. The State 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), Shut-Off Procedures for Battery and Fuel, and Aircraft Hazards.

- x. Flight Plans - Pilots shall file and operate on a FAA, International Civil Aviation Organization (ICAO), or agency flight plan. Contractor flight plans are not acceptable. Flight plans shall be filed prior to takeoff when possible.
- xi. Flight Following - Pilots are responsible for flight following with the FAA, ICAO, or in accordance with FS or DOI-Bureau approved flight following procedures, which includes Automated Flight Following (AFF) and radio check-ins.
- xii. Manifesting - Prior to any takeoff, the PIC and/or Helicopter Manager shall provide the appropriate FS or DOI dispatch office/coordination center or helibase with current passenger and/or cargo information.
- xiii. Fuel Reserve - To provide adequate fuel reserve all operations shall comply with 14 CFR 91 for VFR (20-minutes reserve).
- xiv. During missions that involve transporting State/Federal 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 the interagency helicopter pilot practical test standards and can be found at this website:
https://www.fs.usda.gov/sites/default/files/2020-06/interagency_helicopter_pilot_practical_test_standards_2015.pdf

c. IFR/Night Flight - Not authorized

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, State 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(s) external registration number shall be clearly visible at all times.

e. External Load Operations

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

- 1) Determine allowable payload using the Interagency Helicopter Load Calculation, appropriate HOGE-J helicopter performance charts, and current local temperature and pressure altitude.
- 2) Helicopters equipped with a tail rotor and conducting external load operations (excluding class A loads) will be limited to an airspeed of 80 knots indicated or the airspeed limitation established by the rotorcraft flight manual, whichever is less. All other helicopters conducting external load operations shall comply with applicable Rotorcraft Flight Manual Limitations.
- 3) When conducting external load operations, rotors will remain above the canopy or helicopter(s) 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).
- 4) For loads with a total suspended height of 50 feet or greater the pilot must be approved for longline VTR.
- 5) The jettison-arming switch, if applicable, shall be in the armed position during external load operations.

ii. Cargo Operations

- 1) 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 State.

iii. Bucket Operations

- 1) 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 by bucket, use the actual weight per gallon of the mixed retardant.
 - b. Buckets and hardware shall be designed for the applicable aircraft and attached directly to the belly hook unless the pilot is approved for longline VTR.
 - 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 belly hook to the closest possible point on the tail rotor. Lines attached between the cargo hook and the bucket shall extend the bucket past the outside arc of the tail rotor, the line shall be no shorter than 50 feet.
- 2) 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.
- 3) Gated bucket operations
 - a. Requires electronic hook load measuring system that provides cockpit readout of the actual weight.
 - b. Partial filling is authorized, based on aircraft performance and environmental conditions.

iv. Tank Operations

The following procedure shall be used for all Tank operations (also see EXHIBIT 5 – ADDITIONAL SUPPRESSION/PREScribed FIRE EQUIPMENT):

- 1) Snorkel removal and installation shall be the Pilots responsibility at all times. However, State personnel may assist with removal and installation when properly trained by the mechanic or pilot.
- 2) 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.
- 3) If awarded as tanked aircraft the State may request that the tank be replaced with water bucket due to firefighting suppression tactics, this should be documented and COR notified.

f. Reserved

g. Dual Controls

Dual controls- Dual controls are required and shall be made accessible to an approved Federal Agency Helicopter Inspector Pilot (HIP) for all pilot performance evaluations. During flight operations the front seat not occupied by a pilot may only be occupied by a Helicopter Manager or an authorized crewmember briefed by the PIC or Helicopter Manager.

h. Transportation of Hazardous Material (HazMat)

- i. 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/publications/pms513> and
https://www.phmsa.dot.gov/hazmat/documents/authorization/2022015017_SP9198.pdf/2022015017/SP9198
- ii. 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 State as required. The training, A-110 is available at this website: <https://www.iat.gov/>.

- iii. 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.

11.CONTRACTOR'S ENVIRONMENTAL RESPONSIBILITIES

- a. The Contractor is responsible to ensure that all maintenance, fueling, and flight activities do not cause environmental damage to property or facilities. The Contractor shall ensure tanks and buckets are cleaned appropriately when requested by the State to eliminate invasive aquatic species in known contaminated water sources. Cleaning product(s) and procedures (i.e. bleach, etc.) will be provided by the State.
- b. The Contractor shall be responsible for all cleanups of fuel, oil, and retardant contamination on airport ramps, retardant sites, parking areas, landing areas, etc., when caused by Contractor aircraft or personnel. When cleaning paved areas, the Contractor shall utilize cleaning agent(s) that are biodegradable and non-toxic. Contaminated soils shall be removed to appropriate containers and disposed of as hazardous waste.
- c. The State may, at its option, assign an area to be utilized by the Contractor for storage of equipment used in support of Contract performance. Oil, solvents, parts, engines, etc. shall be stored and utilized in a manner consistent with acceptable safety, health and environmental concerns.
- d. The Contractor shall ensure that they are in compliance with 40 CFR Part 112: Oil Pollution Prevention; Spill Prevention, Control, and Countermeasure Plan Requirements (SPCC).
- 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 EXHIBIT 8 - FUEL SERVICING EQUIPMENT REQUIREMENTS.

12.PERSONNEL

- a. General
 - i. Pilots, fuel servicing personnel, and mechanics shall speak English fluently and communicate clearly.
 - ii. Only qualified non-crewmembers are authorized on tactical flight missions. The Mechanic and Fuel Service Vehicle Driver are not

considered qualified non-crew members and are not allowed to be onboard the helicopter(s) during tactical flight missions.

- iii. 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.
- iv. Homeland Security Presidential Directive (HSPD) 12 background investigations are no longer required by Contract. Flight crew member record checks are required in accordance with 49 USC 44703 and 49 CRF 1544.230, regardless of the type of operation being conducted (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 State.
- v. Vendor-QA/Evaluation/Safety checks may be conducted IAW EXHIBIT 29 – VENDOR-CONTRACTOR QA/EVALUATION/SAFETY CHECKS.

b. Management Personnel Requirements

- i. Contractor shall have and maintain through the life of the Contract personnel in the following positions:
 - 1) 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.
 - 2) Maintenance Manager (Director of Maintenance). Maintenance Manager 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:
 - i. 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

- ii. Have 3 years of experience within the past 6 years repairing aircraft in a certificated airframe repair station, including 1 year in the capacity of approving aircraft for return to service.

3) 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' experience, within the past 6 years, as pilot in command.

c. Pilot Requirements - General

- i. Commercial or Airline Transport Pilot (ATP) Certificate with appropriate rating (Rotorcraft-Helicopter) and a valid Class I or Class II FAA Medical Certificate.
- ii. Written evidence for make and model to be flown or 14 CFR 135 Airman Competency Proficiency Check (as applicable FAA Form 8410-3 or equivalent).
- iii. Written evidence of an Equipment Check Endorsement for Restricted Category helicopters by the Chief Pilot (as applicable).
- iv. Written evidence of qualification to meet 14 CFR 133.
- v. Notwithstanding, 14 CFR 61.58(b), "Recent Flight Experience" helicopter PICs shall meet requirements of 14 CFR 61.58(a).
- vi. Proof of compliance with 14 CFR Part 61.57 (a) (1) (i) and (ii).
- vii. Proof of qualifications to meet 14 CFR 137.
- viii. Each pilot shall pass an Interagency flight evaluation in make, model, and series -conducted over typical terrain.
- ix. Pilots shall be familiar with NWCG Standards for Helicopter Operations (PMS 510) and Pilot Operational Briefing standards (See EXHIBIT 9 - OPERATIONS AND SAFETY PROCEDURES GUIDE FOR HELICOPTER PILOTS)

- x. Pilots may function as mechanics providing:
 - 1) The pilot meets all the Mechanic Qualifications of this Contract.
 - 2) Pilot duty limitations will apply to the pilot when functioning as a mechanic.
 - 3) 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.
 - 4) A mechanic, other than the pilot, shall perform 50-hour, 100-hour, or progressive inspections.
 - 5) If approved by the Contractor's Operations Specifications, and in accordance with 14 CFR 43.3(h), 43.5 and 43.7, pilots may perform preventive maintenance on the aircraft.

d. Pilot Requirements – Experience

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

All Helicopters - Minimum Experience Flying Hours	
Total Time	1,500

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

*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

e. Additional Special Mission Requirements:

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

Mountain Flying ⁵	200
Mountain Flying Experience – Make and Model.....	10
Vertical Reference (VTR) Experience.....	10*
Annual VTR Recurrency Training.....	2*

**Mandatory for Type I Exclusive Use Pilots.*

f. Pilot - Equipment Proficiency

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

g. Pilot - Vertical Reference Proficiency

i. 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 the State’s expense. This will include snorkel operations on tanked aircraft. (Reference EXHIBIT 10 - INTERAGENCY GUIDELINES FOR VERTICAL REFERENCE/EXTERNAL LOAD TRAINING)

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

h. Second in Command (SIC) Requirements (if applicable)

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

i. Mechanic Qualifications

i. The mechanic shall have a valid FAA mechanic certificate with airframe and power plant ratings and shall have held the certificate for a period of 24-months. The mechanic shall have been actively engaged in aircraft maintenance as a certificated mechanic for at least 18-months out of the last 24-months.

⁵ 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

OR

- ii. A mechanic may qualify by meeting one of the following.
 - 1) The mechanic shall have a valid FAA mechanic certificate with airframe and power plant ratings, and shall have held the certificate for a period of 12 months. The mechanic must show evidence of Four years military experience of aircraft maintenance training and qualification as a Technical Inspector for Airframe or Power Plants.
 - 2) The mechanic shall have a valid FAA mechanic certificate with airframe and power plant ratings and shall have held the certificate for a period of 12 months. The mechanic must then have held the foreign equivalent with both ratings for a period of 24 months.
- iii. The mechanic shall have 12-months experience as an Airframe & Power Plant (A&P) mechanic or foreign equivalent in maintaining helicopters. 3-months experience shall have been in the last 2 years.
- iv. The mechanic shall show evidence of maintaining a helicopter of the same make and model as offered within the previous 10 years and under "field" conditions for at least 1-full season. 3-months experience maintaining a helicopter away from the operator's Principle Base of Operations, and while under minimal supervision, will meet this requirement. Operator may provide an additional A&P mechanic for field experience training. The additional A&P mechanic is not required to be Interagency Carded.
- v. Mechanics shall have satisfactorily completed a manufacturer's maintenance course or an equivalent Forest Service or DOI-approved Contractor's training program for the make and model of helicopter offered or show evidence the mechanic has 12-months maintenance experience on a helicopter of the same make and model offered. The mechanics must have documented training in the following: company policies and procedures, company operations procedures, maintenance procedures, and SMS.
- vi. All mechanic qualifications shall be documented on the Aircraft Mechanic (Helicopter) Qualifications Form (EXHIBIT 20) signed by the mechanic offered. A company representative, other than the mechanic in question, shall certify by signing the Aircraft Mechanic (Helicopter) Qualifications Form that each mechanic offered under this Contract has met the minimum certification, training, and experience qualifications of this section.
- vii. When requested by the State, each Mechanic shall furnish a valid Interagency Mechanic Qualification card for review. The card shall be

issued by a Federal Agency Aviation Maintenance Inspector for the duration of the Contract, including any option 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

- i. 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.
- ii. 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.
- iii. The mechanic must have attended the factory Maintenance Course for the aircraft assigned.
- iv. To be considered an Apprentice Helicopter Mechanic they shall be assigned to the aircraft for the length of the Contract period. They may also serve as 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 an approved mechanic.
- v. Each Apprentice Helicopter Mechanic shall furnish upon demand an Interagency Mechanic Qualification Card issued by a Federal Agency Aviation Maintenance Inspector and be identified on it as an Apprentice Helicopter Mechanic.

k. Availability of Mechanics and Apprentice Helicopter Mechanic

- i. A mechanic (other than the pilot) shall maintain the helicopter in accordance with the Contractor's FAA approved Maintenance Program.
- ii. When the mechanic serves as the fuel servicing vehicle driver, the more stringent of the duty limitations apply.

- iii. 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.
 - iv. Contractor shall provide two Interagency carded A&P mechanics for Type I 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.
- I. Required Maintenance Human Factors Training
- i. 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.
 - ii. Recurring Maintenance Human Factors Training. Each Interagency Carded Mechanic or Apprentice Helicopter Mechanic shall have recurring Maintenance Human Factors training annually and consist of either of the following:
 - 1) Any two FAA courses identified in the matrix below, or
 - 2) 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 State/Federal Agency.

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 Number	Course Name	Type of Training	Training Hours
ALC-258	Human Factors Primer for Aviation Mechanics	Initial	1.5 Hour
ALC-534	The Buck Stops with Me	Initial	1 Hour
ALC-37	Failure to Follow Procedures INSPECTIONS	Recurring	1 Hour
ALC-67	Failure to Follow Procedures - Installation	Recurring	1 Hour

Course Number	Course Name	Type of Training	Training Hours
ALC-174	Fatigue Countermeasures for AMTs	Recurring	2 Hours
ALC-180	Aircraft Maintenance Documentation for AMT's	Recurring	1 Hours
ALC-327	Maintenance Error Avoidance	Recurring	2 Hours

m. Fuel Servicing Vehicle Driver Qualifications

- i. The Contractor shall furnish a fuel servicing vehicle driver (FSVD) for each day the helicopter is available unless otherwise determined by the COR. The driver shall meet all DOT requirements.
- ii. Driver(s) shall be experienced in proper fueling procedures and be familiar with the safety equipment installed on the fuel servicing vehicle.
- iii. The FSVD must have documented training in the following: company policies and procedures, company operations procedures, and SMS. EXHIBIT 35 – FUEL SERVICE VEHICLE DRIVER TRAINING RECORD, must be kept on FSV in which FSV driver is operating.

13. CONDUCT AND REPLACEMENT OF PERSONNEL

a. Personnel Conduct

i. Replacement of Contractor Personnel

- 1) Contractor employees required to work or reside on State or Federal property are expected to follow the facility manager's rules of conduct that apply to both State and non-State personnel working or residing at these facilities. The COR will make available a copy of such rules. The Contractor may be required to replace employees who do not comply with these rules of conduct.
- 2) 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.
- 3) The Contractor must replace any employee who provides fraudulent or false documentation, who makes fraudulent or false statements; or who otherwise misleads the State or otherwise engages in any unethical business, professional, or personal conduct.

- 4) The COR, or COR's designee, 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 COR, or COR's designee, 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 State.

b. Harassment Free Workplace

- i. 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/.
- ii. Firearm / Weapon Prohibition - The possession of firearms or other dangerous weapon (18 USC 930 (f)(2)) are prohibited at all times while on State 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 State or 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

14. SUSPENSION AND REVOCATION OF PERSONNEL

- a. The COR may immediately suspend under this Contract, 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 COR in written form. An investigation shall occur to determine the duration of suspension and the terms and conditions that may warrant reinstatement.
 - i. Where subject personnel meet the terms and conditions for reinstatement, the COR shall so authorize.
 - ii. 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 COR shall initiate suspension 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 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 pending the outcome of a preliminary investigation.
- d. The COR may suspend or deny an individual from continuing work under the terms of this Contract if 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.

- e. 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 pilot will subsequently be suspended from operating under this Contract.

15. SUBSTITUTION OR REPLACEMENT OF PERSONNEL, HELICOPTER, AND EQUIPMENT

- a. After award and inspection of initial helicopter(s), the Contractor may, at the option of the State, propose a substitute or replacement helicopter or equipment equal to or greater than Contract awarded. Approval of substitution shall only be provided by the COR, in writing, after the Contractor has submitted documentation for the substitution helicopter equal to the information originally submitted for the awarded helicopter. A current Interagency Airworthiness Card for the replacement helicopter must already be issued by the USFS. Reinspection provisions will apply. A copy of any approved substitution will be added to the Contract file.
- b. Request for substitution shall be made at least 15 (fifteen) days prior to the proposed exchange, except for unforeseen conditions. Aircraft substitutions shall be limited to a maximum of two (2) per calendar year.
- c. When pilots are exchanged or replaced, training and familiarization costs, including any required flight time up to 3 (three) hours, shall be accomplished at

the Contractor's expense. The COR 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.

16. FLIGHT HOUR AND DUTY LIMITATIONS

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

- ii. The pilot shall be given a minimum of 10 consecutive hours of rest (off duty) prior to any duty assigned duty period.
 - iii. Pilots shall have two (2) calendar days of rest (off duty) during any 14 consecutive duty days (refer to Section A, Acceptable Work Schedules for this specific Contract). The compliment of Contract personnel shall be on the same work schedule; however, days off may be staggered.
 - iv. For each day, duty time will be computed based on the time zone at the point of dispatch.
 - v. 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 State may issue a notice reducing the Pilot duty day/flight time and/or increasing off-duty days on a geographical or State-wide basis. When a notice is issued the COR will provide a copy of the notice and the procedures for exemptions. If payment for a non-flight day reduction applies, payment will be at the daily availability rate.
- 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.
- 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. Reserved
- h. Mechanics
- i. 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.
- ii. Mechanics will have a minimum of 2 full calendar days off duty during any 14-day period. Days need not be consecutive.
 - iii. Duty includes standby, work, or alert status at any location.

- iv. Mechanics may be removed from duty for fatigue or other causes created by unusually strenuous or severe duty before reaching duty limitations.
 - v. The mechanic shall be responsible to keep the COR (or COR's designee) apprised of their ground duty limitation status.
 - vi. When the mechanic serves as the fuel servicing vehicle driver, the more stringent of the duty limitations apply.
- i. Fuel Servicing Vehicle Drivers
 - i. It is the Contractors' responsibility to ensure that employees comply with DOT Safety Regulation 49 CFR Part 390-399, including duty limitations.
 - ii. 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.
 - iii. The fuel servicing vehicle driver will be responsible to keep the Helicopter Manager apprised of their ground duty limitation status.
 - iv. 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.

17. 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 State for what it considers a significant discrepancy.

b. Aviation Safety Management System

The Contractor shall develop, implement, maintain, and utilize a Safety Management System (SMS) necessary to assure safety of ground and flight operations. The development, implementation, and maintenance of these programs are a material part of the performance of the Contract which incorporate, as a minimum, the information contained in EXHIBIT 31 – SYNOPSIS OF SAFETY PROGRAM. When the COR, in conjunction with a Federal Agency Safety Manager determines the Contractor is not properly or adequately implementing and utilizing their SMS program, the State may terminate the

Contract for cause, when factors indicate a lack of compliance. Examples of such termination causal factors are (1) personnel activities, (2) maintenance, (3) SMS, and (4) compliance with regulations. Upon request of the State, 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 State, the US Forest Service and the Department of Interior 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 State.

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

In order for SAFECOM's to be effective as an accident prevention tool, they must be reported as soon as possible to the State/Federal 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. For questions regarding submission of SAFECOMs, visit <https://www.safecom.gov/> for contacts and additional resources.

d. Contractors Stand-Down or Deactivation

- i. The Contractor shall immediately notify the COR by telephone, followed up with a written notification (email or letter) to the COR, 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 the tail number(s) for all the effected aircraft, the rationale for the stand-down/deactivation, and the estimated duration of the stand-down or the deactivation.
- ii. The Contractor shall also notify the COR by telephone, followed up with a written notification (email or letter) to the COR 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).
- iii. Once the COR has been officially notified of a Contractor implemented stand-down and/or deactivation, the COR shall notify the appropriate personnel accordingly, including Federal Agency officials as the State deems necessary.

18. MISHAPS

a. Reporting

- i. While operating under this Contract, the Contractor must immediately, and by the most expeditious means available, notify the NTSB AND the COR and if applicable, appropriate Federal Agency Aviation Safety Managers (ASM) when an "Aircraft Accident" or NTSB reportable "Incident" occurs.
- ii. 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 Air Safety Investigator with information necessary to complete a NTSB Form 6120.1/2 "Pilot/Operator Aircraft Accident Report".

c. Wreckage Preservation

- i. 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 COR. Exceptions are when threat-to-life or property exists; the aircraft is blocking an airport runway, etc. The COR shall be immediately notified when such actions take place. Upon request of the State or Federal government, the Contractor will provide copies of pertinent records and data (CVR, FDR, OLMS, etc.) following a mishap.

- ii. The NTSB's release of the wreckage does not constitute a release by the State, 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, State or Federal Government personnel arising in the course of performance under this Contract. Further, the Contractor fully agrees to cooperate with the State during an investigation and make available personnel, personnel records, aircraft records, and any equipment, damaged or undamaged, deemed necessary by the State. 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 COR.

e. Related Costs

The NTSB or the State shall determine their individual State/Federal 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 State.

f. Search, Rescue, and Salvage

The cost of search, rescue, and salvage operations shall be the responsibility of the Contractor.

19. PERSONAL PROTECTIVE EQUIPMENT

a. General Operations

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

b. Helmets

- i. 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

- ii. Flight helmets currently approved for helicopters are outlined in the Aviation Life Support Equipment (ALSE) handbook at: <https://www.doi.gov/sites/default/files/interagency-aviation-life-support-equipment-handbook-guide-v3.0.pdf>
- iii. 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

- i. Contractor personnel while flying shall wear long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material, leather boots and leather, polyamide, or aramid gloves. A shirt with long-sleeves overlapping gloves, and long-pants overlapping boots by at least 2-inches, shall be worn by the pilot(s). Personnel shall not wear clothing made of non-fire-resistant synthetic material under the fire-resistant clothing described herein.
- ii. 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:
 - 1) FRT Cotton Denim Cloth, MIL-C-24915
 - 2) FRT Cotton Chambray Cloth, MIL-C-24916
- iii. Clothing not containing labels identifying the material either by Brand Name or MIL-Spec will not be acceptable.

d. Ground Operations

- i. 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:
 - 1) Shirt with long-sleeves overlapping gloves, long-pants, hardhat/flight helmet with chinstrap, boots, hearing and eye protection.
 - 2) Maintenance personnel (mechanics only) working on engine(s) running and/or rotor(s) turning on aircraft are exempt from gloves, eye protection (eye protection may be worn at the option of

maintenance personnel or company policy), long sleeves, and hardhat requirements.

- ii. 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

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

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

- f. Contractor will provide approved personal fire shelters (spec. 5100-606) for all Contractor personnel covered under this Contract. Fire shelters required in the aircraft must be secured and accessible to crews onboard the aircraft, not stored in cargo compartments or loosely placed in the "hat-rack". Fire shelters are not to be located in areas which would reduce the crash extenuation of any aircraft component, i.e. under the seats. Instruction in the use of shelter deployment shall be completed and documented by the Contractor and verified by the Helicopter Manager. Shelter deployment training shall be completed yearly. The condition and care of the shelter will meet National standards. Fire shelter shall be on-board the helicopter at all times while under Contract and included in the equipped weight (8 lbs.). Ground crews shall have fire shelters readily available for use if needed. For further information on fire shelter training and for the purchase of nationally approved fire shelters see:

<https://www.supplycache.com/products/fire-shelter-new-generation-revision-e>
and <https://www.nwccg.gov/publications/pms411/know-your-fire-shelter>

20. INTERAGENCY INSPECTION AND ACCEPTANCE/INTERAGENCY QUALIFICATION REQUIREMENTS

Interagency Pre-Use Inspections of Equipment and Personnel

- a. All awarded aircraft shall have completed a USFS pre-use inspection and been issued an airworthiness approval (FS-5700-21a)
- b. Pilots offered under this Contract must be issued and maintain an Interagency Helicopter Pilot Qualification Card throughout the duration of this Contract (Example: OAS-30B (3-18) 5700-3A) documenting: Company, make, model and series of aircraft approved to operate and the missions each pilot is approved to perform. Pilot cards are Contractor specific and are non-transferable. Contractors will offer pilots approved or eligible for approval in the mission tasks required under Section A-13, CONTRACT PILOT QUALIFICATION.
- c. Mechanics shall have a current interagency mechanic qualification card with type aircraft and engine as offered aircraft. FSV shall have a current interagency data card for fuel service vehicle meeting capacity requirements of offered aircraft.
- d. After award of the Contract and annually per Option Year as applicable, prior to commencing work under this Contract, the Contractor must provide the State with current Interagency Qualification/Airworthiness Cards.
- e. All operating expenses incidental to the inspection shall be borne by the Contractor.

21. INTERAGENCY RE-INSPECTION EXPENSES

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

22. REPORTING PERIOD PRE-WORK MEETING AND STATE PRE-USE INSPECTION

- a. On the first day of the Reporting Period/Mandatory Availability Period for the Base Year and any potential subsequent Option Years, a pre-work meeting will occur at the Designated Base. The COR, Helicopter Manager, Contractors Representative, Pilot, Fuel Servicing Vehicle Driver, and Mechanic are required to attend. The COR and/or Helicopter Manager will conduct pre-work inspections of the equipment and Interagency Carding documents required under this Contract IAW but not limited to criteria outlined in EXHIBIT 14 - HELICOPTER AND FUEL SERVICE VEHICLE PRE-USE CHECKLIST.

23.INSPECTIONS DURING USE

- a. At any time during the Contract period the COR may require a State inspection including but not limited to inspections/weighing/tests as deemed necessary to determine that the Contractor's equipment and/or personnel currently meet Contract specifications. State costs incurred during these inspections will not be charged to the Contractor.
- b. Should the inspection reveal deficiencies that require corrective action and subsequent re-inspection, the actual costs incurred by the State may be charged to the Contractor.
- c. When the helicopter becomes unavailable due to mechanical breakdown, the State and/or Federal Agencies 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 COR/Federal Agency Maintenance Inspector with a completed copy of FAA Form 8010-4, Malfunction or Defect Report.

24.REPORTING DATE/MANDATORY AVAILABILITY PERIOD (MAP) INCLUDING EXTENDED AND OPTIONAL USE

- a. Reporting Date. The Reporting Date for the Base Year and any Option Year are stipulated in Exhibit B, Prices and Rates. The specific Reporting Date will be provided in writing electronically by the COR to the Contractor by May 10th of the applicable Contract year beginning with the Base Year. The MAP will begin on the initial day of the established Reporting Date.

In the event that the Contract is not executed by May 10th of the Base Year, the Reporting Date will be provided to the Contractor within 5-business days of Contract execution. The number of net days in the availability period will remain the same.

- b. Extended Use. The MAP may be extended on a day-to-day basis either prior to the Reporting Date or subsequent to the ending date set forth in Exhibit B, Prices and Rates provided that no break in service occurs and that such extension is agreed to by both parties via a bi-lateral Contract modification prior to extension and that all terms, conditions, and specifications contained in this Contract apply.
- c. During the MAP and any extensions thereof, availability is required 14 hours each day beginning at start of morning civil twilight unless otherwise specified by the COR/Helicopter Manager.
- d. Pre/Post MAP. When a break in service occurs, outside of the MAP or extended use, the aircraft may be hired under the optional use period paragraph. (Payment will be in accordance with Section B, PAYMENT FOR SERVICE IN THE

OPTIONAL USE PERIOD AND PROJECT WORK). Availability begins when the aircraft departs from point of hire.

25.DAILY AVAILABILITY REQUIREMENTS

- a. Equipment. The helicopter and related equipment will be available 14 hours per day and will not be removed from the Designated base or assigned work location without the approval of the COR.
 - i. 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 the COR.
- b. Personnel. Personnel will be in one of the following categories of availability:
 - i. 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, with the exception of the first 30-minute period to accommodate preflight, 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 in coordination with the PIC and Helicopter Manager.

Dispatches that require extended flight planning due to non-local mobilization shall be able to respond within 60-minutes unless otherwise established the COR in coordination with the PIC and Helicopter Manager.
 - ii. Extended Standby (that period over 9 hours per day per authorized crew member) is not intended to compensate the Contractor on a one-to-one basis for all hours necessary to service and maintain the helicopter, nor is it paid while crew is traveling to and from place of lodging. Extended standby must be specifically ORDERED and documented on the Flight Use Invoice by the State and only in unusual circumstances will the State compensate the Contractor for extended standby when helicopter is not also available for immediate dispatch. Extended Standby is not applicable to double-flight crews. Extended Standby applies only to the awarded number of compensable personnel provided with each helicopter (Five).

- iii. Authorized Break. During the standby period, requirements may be modified by the 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 Helicopter Manager 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.
- iv. 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 COR has approved release of the Contractor's personnel in advance.
- v. Additional maintenance days for scheduled maintenance. During the MAP, Contractor may, with the approval of the COR, elect to use two (2) additional non-paid calendar days for the accomplishment of scheduled maintenance. These two (2) days need not be consecutive; however they will each be full calendar days. Contractor shall request approval from the COR at least 48 hours prior to the initiation of the additional scheduled maintenance days. Contractor will not be assessed unavailability for performance purposes (Section B, UNAVAILABILITY).

26.UNAVAILABILITY

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

Unavailability, however, will not be assessed when a pilot(s) has reached flight and/or duty limitations while performing under this Contract when the conditions in Section B, FLIGHT HOUR AND DUTY LIMITATIONS, occur.

Unavailability status will continue until the deficiency is corrected. It is the Contractor's responsibility to inform the Helicopter Manager and Federal Agency Aviation Maintenance Inspector whenever the equipment or personnel become available (the Helicopter Manager will inform the COR). Inspection by the Federal Agency Aviation Maintenance Inspector 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 State that the deficiency has been corrected. The COR 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, an approved Federal Agency Aviation Maintenance Inspector and the COR will be notified. Both the approved Federal Agency Aviation Maintenance Inspector and the COR will provide approval and notification 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, but must be documented electronically by the COR.

Do not return aircraft having mechanical or equipment deficiencies to "Contract availability" until the aircraft has been approved by an authorized Federal Agency Aviation Maintenance Inspector.

- b. Periods of Unavailability will be accumulated for the day and deducted from the availability time on the Flight Use Report.
- c. It is understood and agreed that when the Contractor does not meet the availability requirements no payment will be made. Availability requirements will be within the scheduled hours of availability. Unavailability will be calculated at the rate of one-eighteenth (1/18) of the applicable daily availability rate for each ½ hour, or portion thereof, the aircraft is unavailable (based on the standard nine (9)-hour day). The maximum amount to be deducted per day per aircraft for unavailability is the daily availability amount.

27. PAYMENT PROCEDURES

- a. All flight time, daily availability and other authorized charges or deductions shall be recorded on a State aircraft use report (Idaho Department of Lands Helicopter Daily Invoice and/or Aircraft Daily Use Summary Report). The PIC will review and sign all completed State aircraft use reports completed by the Helicopter Manager. Completed State Aircraft Use Reports will be processed by the State and payment rendered by the State of Idaho Department of Lands Finance Section. Any requests for reimbursement allowed under Exhibit A of this Contract will be submitted to the COR prior to processing through the Idaho Department of Lands Finance Section.
- b. Address:

Idaho Department of Lands
Attention: Bureau of Fire Management, Aviation Program
3284 W Industrial Loop
Coeur d'Alene, ID 83815

- c. Flight times, daily availability charges, mileage, miscellaneous and extended standby costs will be documented and reconciled between the pilot and Helicopter Manager on a daily basis and entered by the Helicopter Manager on the State aircraft daily logs, or equivalent forms (as approved by the COR). Each bi-weekly period the State will create and review the Aircraft Use Report and subsequently submit to the Contractor's PIC. After reconciliation between the State and the Contractor's PIC, the State will submit an invoice for this use period to the State Finance Section. Payment will be made from the invoice(s), when accompanied with these documents.
- d. Final payment upon completion of the ordered use period is contingent upon the return of all State owned equipment.

28.PAYMENT FOR FLIGHT

- a. Flight time will be computed in hours and tenths of hours as recorded by the collective or strut activated flight hour meter (Hobbs) on the helicopter.
- b. Payment for flight time will be made only for authorized flights.
- c. The State does not guarantee any flight time.
- d. Flight Time - See EXHIBIT 3 – ALASKA SUPPLEMENT, for Alaska dispatches.

29.PAYMENT FOR AVAILABILITY

- a. Payment of availability will be made at the applicable daily rate in Exhibit B, Prices and Rates, and will be recorded on the State aircraft use report.
- b. The State 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.
- c. Availability for helicopters and crew members (maximum 14-hours-single crew) will be ordered, measured, and recorded each day.

30.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 Section A, Extended Standby Hourly Rate) for all Extended Standby ordered by the State and performed by the Contractor when the crew meets the Standby requirement in accordance with Section B, Daily Availability Requirements.
- b. The Contractor will NOT be compensated for Extended Standby when the aircraft is not available for immediate dispatch, except when authorized by the COR.

31. PAYMENT FOR SERVICE IN THE OPTIONAL USE PERIOD AND PROJECT WORK

- a. Daily Availability Rate plus Specified Hourly Flight Rate Method
 - i. The Contractor will be paid for availability and flight in accordance with Section B, Payment for Flight, and Section B, Payment for Availability.
 - ii. Unavailability will be deducted in accordance with Section B, Unavailability.
 - iii. Any additional payments will be made in accordance with Section B, Miscellaneous Costs to the Contractor.

OR

- b. Non-fire suppression and/or project missions
 - i. Services may be ordered for short periods of time (normally 1-day or less) to accomplish project work.
 - ii. When service is ordered under the Project Flight Rate specified in Exhibit B, Prices and Rates, payment will be made only for actual flight time performed. Daily availability rate is not applicable. When the Project Flight Rate is in effect and when the project extends for more than 1-day, Remain-Over-Night (RON) rates identified in Section B, Payment for Overnight Allowance, will be reimbursed.
 - iii. Services may also be ordered under the Daily Availability Rate specified in Exhibit B, Prices and Rates, plus the flight rate specified (EXHIBIT 12 – HOURLY FLIGHT RATES, FUEL CONSUMPTION, AND WEIGHT REDUCTION CHART).
 - iv. The method of payment shall be established prior to the start of the project. The selected method of payment will be used for the duration of the project.
- c. Ferry time of aircraft to and from the Point-of-Hire from the Contractor's Principle Base of Operations or current aircraft location, whichever is closer, will be paid at the applicable flight rate. If a fuel servicing vehicle is required, mileage to and from the point-of-use from the Contractor's Principle Base of Operations or current location that the fuel servicing vehicle is stationed, whichever is closer, will be paid at the rates stipulated in Section B, Payment for Fuel Servicing Vehicle Mileage.

32. ORDERING AND PAYMENT FOR ADDITIONAL PERSONNEL

a. Personnel

- i. A lump sum payment of \$500 per day for travel days and workdays as compensation for each additional pilot or crewmember will be paid. This does not apply to relief crews brought in by the Contractor on primary pilot or crews' mandatory days off. This compensation is only for double crews ordered by the State.
- ii. In addition to the \$500 per day, an overnight allowance will be paid when authorized. Extended standby does not apply to additional crew members ordered under this clause.
- iii. Payment of necessary and reasonable transportation costs to and from the location of the aircraft is authorized. Itemized receipts shall support claims for reimbursement and shall be kept on file by the Contractor. Copies of receipts shall be provided to the COR upon request.

33. ORDERING AND PAYMENT FOR ADDITIONAL HELICOPTERS (INCLUDES PERSONNEL)

a. Helicopters

- i. Option for Additional Helicopter(s): After Contract award, helicopters with performance equal to or higher than helicopters awarded under this Contract may be added at the State's option at the same price as helicopters originally awarded. The flight rate will be for the make and model being added. All terms and conditions of the Contract will apply except as set forth below.
- ii. Task Order for Intermittent Basis: Upon mutual agreement between the State and the Contractor, the State may order an additional helicopter on an intermittent basis to maximize usage of the helicopter. All terms and conditions of the Contract will apply except as set forth below.
- iii. Additional terms and conditions applicable to additional helicopters:
 - 1) Ferry or transportation from the point of dispatch and return will be paid at the applicable flight rate and proportionate availability, if applicable.
 - 2) Such helicopter will be released when the State's need ceases to exist.
 - 3) Use of additional helicopters will not affect the number of days in the initially awarded MAP.

34. REIMBURSEMENT FOR MOBILIZATION AND DEMOBILIZATION COSTS

- a. MAP Period: The Contractor is responsible for all mobilization and demobilization costs to and from the Designated Base(s) stipulated in Exhibit B, Prices and Rates.
 - i. The State may, at its discretion, start or release the Contractor from other than the Designated base stipulated in Exhibit B, Prices and Rates. The Contract price will be adjusted as described below whenever the distance from the Contractor's Principle Base of Operations to the MAP starting location is greater than or less than the distance between the Contractor's Principle Base of Operations and the Designated base.
 - ii. Distances that are greater than Contractor's Principle Base of Operations to the Designated base stipulated in Exhibit B, Prices and Rates, will result in a payment to the Contractor for the additional flight time required per paragraph (c) below.
 - iii. Distances that are less than Contractor's Principle Base of Operations to the Designated base stipulated in Exhibit B, Prices and Rates, will result in a decrease to the Contractor based on taking the distance from the Contractor's Principle Base of Operations to the Designated base and subtracting the Flight time from the Contractor's Principle Base of Operations to the new start base per paragraph (c) below.
- b. Flight distance will be measured using the most direct route taken from low level enroute aeronautical charts. The net difference in distance (positive or negative) will be converted into hours of flight using the most economical cruise speed of the aircraft. The adjustment will be determined by multiplying the difference in distance (hours of flight) by the flight rate stipulated in Exhibit B, Prices and Rates.
- c. Fuel servicing vehicle mileage will be measured using the most direct route taken from Google Maps, MapQuest, or other tool as approved by the COR for determining driving distance.

35. PAYMENT FOR SUBSTITUTE/REPLACEMENT HELICOPTER

When substitute or replacement aircraft are approved for use by the COR, 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:
 - i. The rate of the aircraft make and model originally offered in response to the solicitation, or

- ii. The flight rate of the aircraft make and model being substituted.

36. LODGING & MEALS

No charge will be made for lodging or meals furnished by the State or Federal Governments.

37. PAYMENT FOR FUEL SERVICING VEHICLE MILEAGE

- a. A fuel-servicing vehicle is required for all fire support and non-fire project use unless otherwise authorized by the COR.
- b. The price of the vehicle is included in the daily availability rate or Project Flight rate offered for both fire and non-fire use.
- c. Payment will be made only for miles driven in support of the aircraft.
- d. The fuel-servicing vehicle will be paid mileage when it is dispatched by the State to give service support to helicopters away from the Designated base.

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

38. PAYMENT FOR FUEL TRANSPORTATION

- a. The State will reimburse the Contractor for costs incurred in transportation of helicopter fuel to sustain operations under the following conditions:
 - i. When Contractor's fuel servicing vehicle cannot travel to an assigned alternate base of operations due to lack of road access.
 - ii. When 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. In the event the State/Federal 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 Aircraft Use Report.
- c. Government Furnished Fuel – When operating in Alaska - See EXHIBIT 3 – ALASKA SUPPLEMENT, for Alaska dispatches.

39. PAYMENT FOR WILDLAND FIRE CHEMICALS

- a. Any 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.usda.gov/rm/fire/wfcs/qualified_products.php

40. PAYMENT FOR COSTS AWAY FROM THE DESIGNATED BASE

- a. When Contractor's aircraft is dispatched away from the Designated base, the State 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 COR. Examples of acceptable expenses are airline tickets; car rentals; privately owned vehicle (POV) at the State's established mileage rate and charter airplane showing aircraft make/model, flight time, hourly rate and departure and destination locations. Unless authorized in advance by the COR, 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 State will not reimburse the Contractor for salary and subsistence costs for Contractor personnel in travel status. The Contractor shall be reimbursed for the total cost of transportation as authorized above minus the Relief Crew Cost per Person amounts proposed and accepted in Section A, Schedule of Items.
- b. The Contractor must complete and submit EXHIBIT 32 – TRANSPORTATION WORKSHEET, to the Helicopter Manager within two weeks of travel, attach supporting transportation invoices to the Transportation Worksheet, and enter the total dollar amount as a line entry on the invoice for payment. Claims that do not include these items or other documents necessary to verify incurred costs will be returned to the Contractor for proper completion.
- c. See EXHIBIT 3 – ALASKA SUPPLEMENT, for Alaska dispatches.

41. PAYMENT FOR OVERNIGHT ALLOWANCE

- a. The Contractor shall receive an overnight allowance for each crewmember for each night that the State requests the crewmembers to stay at a location other than the Designated Base. The State will pay the Contractor a Remain Over Night (RON) flat rate.
 - i. Current RON Rate: \$250.00 per person/night
- b. Overnight allowance will not be paid when the aircraft is assigned to its Designated Base.
- c. The Aircraft Daily Use Summary Report shall clearly show the county or city where the overnight occurred.

42. MISCELLANEOUS COSTS TO THE CONTRACTOR

- a. Housing, subsistence, ground transportation, airport use costs, and other expenses will be the responsibility of the Contractor or its employees at the Designated base.
- b. The State will reimburse the Contractor for any airport use costs the Contractor is required to pay when ordered to operate from an airport other than the Designated base such as airport landing fees, tie-down charges, or other similar type costs.
- c. 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 COR. Examples of such items are truck permits, port of entry fees, and hanger fees (inclement weather).
- d. Itemized receipts must support claims for reimbursement and must be kept on file by the Contractor and made available to the COR upon request.

43. HELICOPTER MANAGER DUTIES (Minimum)

- a. Coordinate with scheduling office, pilot, and users on flight planning.
- b. Complete required administrative and operational forms specified and optional forms as required by local aviation management.
- c. Ensure required personal protective equipment is available and used correctly.
- d. Perform preflight briefing and ensure a preflight passenger briefing by the pilot is accomplished prior to the flight.
- e. Ensure flight following and resource tracking is performed; perform a preflight radio check.
- f. Ensure load calculation and manifests are completed correctly.
- g. Ensure, except in an emergency, there is no deviation from established flight plan or type of intended use unless such deviation is relayed and/or approved through identified procedures and that any requirements of such a deviation are met.
- h. Assist the pilot in aerial hazard identification; ensure a high-level reconnaissance is made prior to flight less than 500' AGL.
- i. Report any deviations from planned flight or normal operations immediately.
- j. Assist pilot in loading and unloading passengers and cargo.
- k. Ensure Aircraft Use Reports and flight payment documents are accurate and submitted according to direction found in procurement document.

44. DEFINITIONS

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

Term	Definition
Additional Personnel	Additional personnel specifically ordered by the COR where it is to the State'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 (e.g., a Bell 206B is not the same make, model, and series as a Bell 206L).
Airspace Conflict	A near mid-air collision, intrusion, or violation of airspace rules.
Alert Status	A status subject to flight and duty limitations, in which the Contractor has 1 hour to return to standby if ordered by the Helicopter Manager, to do so. Also referred to as "Call Back". Example: 1 hour call back.
Alternate Base	A base, other than the Designated base, established to permit operation from the vicinity of a project area or incident.
Anchor	The Interagency approved device manufactured to be the fixed point attached to the helicopter for rappel and cargo letdown operations.
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.

Term	Definition
Assigned Work Location	The location designated by the COR or Helicopter Manager, from which an ordered flight will originate.
Authorized Crewmember	Those individuals specified in Section A, Maximum Complement of Personnel By Aircraft Type, unless designated otherwise by the COR or Helicopter Manager.
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 State 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.
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 State for services.
Crewmember	A person assigned to perform duty in an aircraft during flight time.
Designated Base	The base of primary operations from which the aircraft will normally operate, and be made available for the purpose of providing aircraft services as identified under Exclusive Use
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	

Term	Definition
Equipped Weight, Bucket Helicopters	Equipped weight equals the Empty Weight (as listed in the Weight and Balance Data) plus the weight of lubricants and onboard equipment required by Contract (i.e., including but not limited to survival kit, rappel anchor, first aid kit). Does not include the weight of the bucket and any associated suspension hardware.
Equipped Weight, Tanked Helicopters	Equipped weight equals the Empty Weight (as listed in the Weight and Balance Data) plus the weight of lubricants and onboard equipment required by Contract (i.e., including but not limited to survival kit, rappel anchor, first aid kit). Includes the weight of a fixed tank and snorkel.
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 State.
Flight Rate	The Contract unit price per hour of flight time as specified in EXHIBIT B, Prices and Rates.
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.

Term	Definition
Form A	The Form A is a tabulation of all operating equipment that is or may be installed, and for which provision for fixed stowage has been made in a definite location in the helicopter. It provides a weight, arm, and moment of individual items. This is the primary document utilized to identify how a helicopter was precisely configured at the time of weighing. The items installed are indicated with a check mark or "x", where the items not installed are identified with a "0".
Form B	The Form B is a single-page form used for recording the scaled weighing data and computing the empty weight and balance of the helicopter. This document will provide the individual weights for each scale and show which type of scale was used to obtain the weight.
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 Manager	NWCG Qualified State appointed/ordered resource. Provides State supervision and coordination of helicopter module operations.

Term	Definition
Home Base	Contractor's Principle Base of Operations
Hover-in-ground-effect (HIGE)	Maximum pressure altitude and temperature at which a helicopter can hover (at maximum gross weight) using the effects of ground cushion per the Flight Manual/Supplements and STC performance charts.
Hover-out-of-ground Effect (HOGE)	Maximum pressure altitude and temperature which a helicopter can hover (at maximum gross weight) without the effects of ground cushion per the Flight Manual/Supplements and STC performance charts.
Incident	An occurrence other than an accident, associated with the operation of an aircraft, which affects or could affect the safety of operations.
Incident-With-Potential	An incident that narrowly misses being an accident and in which the circumstances indicate significant potential for substantial damage or serious injury. Final classification will be determined by the State.
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 Federal 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 Federal 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.

Term	Definition
Life-Threatening	A situation or occurrence of a serious nature, developing suddenly and unexpectedly and demanding immediate action to prevent loss of life.
Limited Use Helicopter	A limited use helicopter is an interagency term used to denote a standard category helicopter that is designated and utilized in a limited role (not for passenger transport). See Standard Category.
Long-line	Any combination of load and line, attached to the cargo hook of the aircraft for the purpose of carrying an external load greater than 50 feet in length.
Maintenance Deficiency	An equipment defect or failure which affects or could affect the safety of operations, or that causes an interruption to the services being performed.
Mishap, Aviation	Mishaps include aircraft accidents, incidents-with-potential, aircraft incidents, and 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.

Term	Definition
Optional Use Period	When a break in service occurs, the period of service outside of the MAP or extended use.
Project Flight Rate	Hourly flight rate specified in Exhibit B, Prices and Rates, inclusive of all costs.
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 (PIC)	The pilot responsible for the operation and safety of the aircraft during the time defined as flight time.
Point-of-Hire	Point-of-Hire shall be the Contractor's Principle Base of Operations 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.
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.

Term	Definition
SAFECOM	Use to report any condition, observance, act, maintenance problem, or circumstance, which has potential to cause an aviation related mishap. The purpose of the SAFECOM form is not intended to be punitive in nature. It will be used to disseminate safety information to aviation managers, and also to aid in accident prevention by trend monitoring and tracking. See www.safecom.gov
Serious Injury	Any injury which (1) requires hospitalization for more than 48-hours, commencing within 7-days from the date the injury was received; (2) results in a fracture of any bone (except simple fractures of fingers, toes or nose); (3) causes severe hemorrhages, nerve, muscle or tendon damage; (4) involves any internal organ; or; (5) involves second or third-degree burns, or any burns affecting more than 5% of the body surface.
Sling Load	Jettisonable external load that is lifted free of land or water during the rotorcraft operation.
Special Use Missions	
Air Tactical Coordination (Air Attack)	Coordination with other tactical aircraft during fire and other project operations.
Fire Surveillance / Reconnaissance	Patrolling in search of and scouting wildland fires; checking fuel types and fire behavior.
Reconnaissance (Non-Fire)	Observation and fact-finding reconnaissance, i.e. wildlife monitoring, snow surveys, search and rescue, timber and range surveys, insect and disease surveys, law enforcement, and aerial photography.
Other	Cooperative use with other agencies, and other purposes mutually
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.

Term	Definition
Substantial Damage	Any damage or failure which adversely affects the structural strength, performance or flight characteristics of the helicopter, and which would normally require major repair or replacement of the affected component. Engine failure or damage limited to an engine if only one engine fails or rotor or propeller blades and damage to landing gear, wheels, tires, flaps, engine accessories, brakes, or wing tips are not considered "substantial damage" for the purpose of this part.
Type I (Heavy) Helicopter	A helicopter with a certified internal gross weight of over 14,001 pounds. Under the ICS helicopter typing system, a heavy helicopter is a Type 1 helicopter and has 10 + passenger seats (unless restricted category). Based on the KMAX limited use and its payload being over 3300 lbs. it is considered a Type 1.
Type II (Medium) Helicopter	A helicopter with a certified internal gross weight between 7,001 and 14,000 pounds. Under the ICS helicopter typing system, a medium helicopter is a Type 2 helicopter and has 9 or less passenger seats (unless restricted category).
Type III (Light) 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.

45. ABBREVIATIONS/ACRONYMS

Acronym	Definition
A&P	Airframe & Powerplant (Mechanic)
AC	Advisory Circular
AD	Airworthiness Directive
AFF	Automated Flight Following
AMI	Aviation Maintenance Inspector
AOBD	Air Operations Branch Director
ASI	Aviation Safety Inspector - Airworthiness
ASP	Aviation Safety Plan
ATC	Air Traffic Control
ATCO	Air Taxi/Commercial Operators
ATU	Additional Telemetry Unit
CAB	Civil Aeronautics Board
CG	Center of Gravity
CO	Contracting Officer
CFR	Code of Federal Regulations
COR	Contracting Officer's 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
EPA	Environmental Protection Agency
ETA	Estimated Time of Arrival
FAA	Federal Aviation Administration
FAO	Forest Aviation Officer
FASD	Fire Applications Support Desk
FAR	Federal Acquisition Regulations
FDR	Flight Data Recorder
FSS	Flight Service Station
GPM	Gallons-Per-Minute
HIP	Helicopter Inspector Pilot
HOS	Helicopter Operations Specialist
ICAO	International Civil Aviation Organization
IDL	Idaho Department of Lands
IFR	Instrument Flight Rules
IMC	Instrument Meteorological Conditions
MAP	Mandatory Availability Period/Availability Period
M&IE	Meals and Incidental Expenses
MSL	Mean Sea Level
NTSB	National Transportation Safety Board
NOTAM	Notice to Airmen

OAS	Office of Aviation Services
OLMS	Operational Load Monitoring System
PA	Public Address System
PED	Portable Electronic Device
PIC	Pilot-in-Command
PTT	Push-To-Talk
RADS	Rope Assisted Delivery System
RAO	Regional Aviation Officer
RASM	Regional Aviation Safety Manager
RON	Remain-Overnight
SIC	Second-in-Command/Co-Pilot
SPCC	Spill Prevention, Control and Countermeasure Plan Requirements
STC	Supplemental Type Certificate
TAS	Traffic Advisory System
TBO	Time between Overhaul
TCAS	Traffic Collision Avoidance System
TSO	Technical Standard Order
USFS	United States Forest Service
VFR	Visual Flight Rules
VNE	Velocity Never Exceed
VSWR	Voltage Standing Wave Ratio

SECTION C – EXHIBITS

LIST OF EXHIBITS

- Exhibit 1 - First Aid Kit Aeronautical
- Exhibit 2 - Survival Kit Aeronautical
- Exhibit 3 - Alaska Supplement
- Exhibit 4 - Restraint Systems Condition Inspection Guidelines
- Exhibit 5 - Additional Suppression/Prescribed Fire
- Exhibit 6 - High Visibility Markings on Main Rotor Blades
- Exhibit 7 - Reserved
- Exhibit 8 - Fuel Servicing Equipment Requirements
- Exhibit 9 - Operations and Safety Procedures Guide for Helicopter Pilots
- Exhibit 10 - Interagency Guidelines for Vertical Reference/External Load Training
- Exhibit 11 - Helicopter Make/Model/Series List
- Exhibit 12 - Helicopter Services Hourly Flight Rates, Fuel Consumption, and Weight Reduction Chart
- Exhibit 13 - Interagency Helicopter Load Calculation
- Exhibit 14 - Helicopter and Fuel Service Truck Pre-Use Checklist
- Exhibit 15 - Performance Report
- Exhibit 16 - Reserved
- Exhibit 17 - Reserved
- Exhibit 18 - Reserved
- Exhibit 19 - Reserved
- Exhibit 20 - Aircraft Mechanic (Helicopter) Qualification Form
- Exhibit 21 - Weight and Balance Form
- Exhibit 22 - Gross Computed Weight Table
- Exhibit 23 - Reserved
- Exhibit 24 - FAA Overwater Kit
- Exhibit 25 - Litter Kit Provisions and Litter

Exhibit 26 - Aerial Ignition Applicable to Type II EU

Exhibit 27 - Reserved

Exhibit 28 - Public Aircraft Operations

Exhibit 29 - Vendor-Contractor QA/Evaluation/Safety Checks

Exhibit 30 - Night Flying Operations

Exhibit 31 - Safety Management System (SMS) Components Questionnaire and Accident History

Exhibit 32 - Transportation Worksheet

Exhibit 33 - Additional Telemetry Unit (ATU)

Exhibit 34 - Reserved

Exhibit 35 - Fuel Service Vehicle Driver Training Record

Exhibit 36 - Inclement Weather Plan Template

SECTION C - EXHIBITS

EXHIBIT 1 - FIRST AID KIT AERONAUTICAL

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

Item Description	Passenger Seats (0 - 9)	Passenger Seats (10 - 50)
Adhesive bandage strips (3 inches long)	8	16
Antiseptic or alcohol wipes (packets)	10	20
Emergency trauma dressing, 4 inch x 2'	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"	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 (C-A-T) (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.

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EXHIBIT 2 - SURVIVAL KIT AERONAUTICAL (LOWER 48)

The contents shall include the following minimum items:

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

Suggested Survival Kit Items Dependent Upon Terrain and Climate:

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

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EXHIBIT 3 - ALASKA SUPPLEMENT

The following provisions shall apply when operating in Alaska. All other provisions not expressly changed herein continue to apply. The reference numbers below for additional requirements correspond to the Contract provision(s) numbering. This entire exhibit will only apply and be inspected for once the operator arrives in Alaska.

B-2 Certifications - Contractor's Operations Specifications must authorize and permit operations in Alaska.

A Contractor from the lower 48 dispatched to Alaska needs to have Operations Specifications that permit Alaska operations.

B-4 (d) Aircraft Additional Equipment for Operations in Alaska

- 1) For Type II - 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) One automatic-portable/automatic-fixed or automatic-fixed Emergency Locator Transmitter (ELT), certified to Technical Standard Order TSO-C126 may be required while operating in Canadian airspace.
- 5) Reserved
- 6) Survival kit: All aircraft operating in Alaska will carry survival equipment. IN ADDITION TO THE SECTION C EXHIBIT FIRST AID AND SURVIVAL KITS, 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 repellent containing minimum 40% DEET
Mosquito headnet 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) (Note: required only if aircraft ELT requires tools to remove the ELT e removed)

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)

Note: A handheld 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.

B-38 Government Furnished Fuel – When Operating in Alaska

- 1) Grades of Government-furnished fuel vary from location to location, and the Contractor shall use the grade available.
- 2) The appropriate type of fuel (Avgas or Jet fuel), in one of the following grades, will be available at each location:

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

- 3) 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.
- 4) 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.
- 5) Two complete spare filter changes shall be furnished by the Contractor.

Section B - Operations in Alaska will be scheduled by the State or Government and paid by the State in accordance with the Contract Availability Requirements and Measurement and Payment Requirements contained in the Contract. Additionally, the following will apply.

Additional Aircraft Insurance - The Contractor must have aircraft insurance coverage for operating in Alaska.

Contract Terms and Conditions – Commercial Items

Other compliances – The Contractor shall comply with all applicable Federal, State and local laws, executive orders and rules and regulations applicable to its performance under this Contract.

It is the Contractor's responsibility to comply with the above, even though this Contract may not address every individual item that the Contractor may encounter during performance. As a minimum the Contractor should carry and maintain aircraft insurance for operations in Alaska as would be required and to obtain visas for employees as would be applicable if required to enter Canada.

B-28 Flight Time

1) Ferry flights through Canada

- a. Northbound flight time thru Canada shall be paid at the wet flight rate until the first enroute stop is required for fuel. The Contractor shall close out the Aircraft Use report at this time and enter fuel on board. (Contractor will be provided a credit for fuel on board, using the price per gallon contained in the Contract). The Contractor shall begin a new Aircraft Use Report upon resuming flight through Canada. This flight time shall be at the dry flight rate specified in the schedule of items. The Contractor shall be reimbursed for fuel acquired upon submission of an itemized fuel receipt that identifies the purchase location, type of fuel purchased, gallons purchased, price per gallon, and total cost. Conversion of Canadian currency to US currency shall be made at time of payment.
- b. Southbound flight time thru Canada shall be paid at the dry flight rate until the first enroute stop is required in the Conterminous Lower 48 States. The Contractor shall close out the invoice at this time, and enter total remaining Government fuel on board. (A deduction will be made for the remaining Government reimbursed fuel at this time) The Contractor shall begin a new invoice line upon resuming flight thru the Conterminous Lower 48 States. The Contractor shall be paid the wet flight rate from this point until such time as they are released from service.

2) Flight time in Alaska. Government furnished fuel will generally be provided for operations in Alaska. All flight time will be paid at the dry flight rate as specified in Section A.

- 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 as provided below:

- b. The Contractor shall not charge any fuel acquired under this Contract directly to the State. All fuel not otherwise furnished by the Government must be purchased by or charged to the Contractor. The purchase must be approved by the COR or designee. Fuel related costs shall be recorded as a line entry (i.e., date, fuel charge and dollar amount, shall be used and shall be supported by paid legible, itemized invoices from the supplier. Certified true copies may be submitted in lieu of the original invoice.
- c. Government-furnished fuel utilized by the Contractor in support of maintenance flights, repositioning aircraft, crew transportation, or any other flight for the convenience of the Contractor, will result in a deduction from the Contractor using the Contractor's offered wet flight rate specified in Section A times the flight time for the Contractor's benefit.

B-40 Payment for Costs Away From the Designated Base

It is at the discretion of the Government to order relief crews when operating in Alaska. The Government will provide 72-hour notice to the Contractor of their intent to order relief crew members for the primary crews' mandatory days off. If ordered by the Government, the Contractor shall be reimbursed as provided under B-40 of the Contract. The Contractor will continue to receive payment of availability in the event no relief crew is ordered.

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. **A fuel servicing vehicle and driver are not required.**

EXHIBIT 8 - FUEL SERVICING EQUIPMENT REQUIREMENTS

B-16 Fuel Servicing Vehicle Driver Duty Limitations

A-5 Relief Crew – Fuel Servicing Vehicle Driver only

B-38 Fuel for Fuel Transportation

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EXHIBIT 4 - RESTRAINT SYSTEMS CONDITION INSPECTION GUIDELINES

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

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

Unacceptable Condition Criteria:

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

References:

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

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EXHIBIT 5 - ADDITIONAL SUPPRESSION/PRESCRIBED FIRE EQUIPMENT

NOTE 1: For Tank Operations reference B-10

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

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, meeting or exceeding the following specification:

a. Door(s)

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

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

b. 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.

c. 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.

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

e. Certifications

- (i) Weight and balance computations shall be made with the tank full, empty, and removed, showing the helicopter to remain within acceptable center of gravity limits at all times.
- (ii) The tank being offered and installed in aircraft shall be filled to tank capacity via snorkel in no more than 1-minute at sea level on a standard day.
- (iii) All tank data shall be submitted in the form below and validated by the COR or designee prior to award.

f. For Type I 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 COR for direction.

Example: N282CL will display 2CL

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)(a)
Doors	Doors: Are the doors designed to minimize the frontal area of the retardant column?			Exhibit 5(a)(1)(i)
	Doors: When fully opened, do the doors appreciably deflect the retardant?			Exhibit 5(a)(1)(ii)
	Doors: Are the tank doors leak proof? 1/2 gallon or less in a 24-hour period.			Exhibit 5(a)(1)(iii)
	Doors: Are the doors closable in flight?			Exhibit 5(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 5(a)(2)(i)
	Venting: Does the tank vent leak during filling or normal flight maneuvers?			Exhibit 5(a)(2)(ii)
Fill Ports	Fill Ports: Are there 3" Kamlock® male fittings on the right and left side of the aircraft?			Exhibit 5(a)(3)(i)
	Fill Ports: Do the fill ports leak or overflow during ground ops?			Exhibit 5(a)(3)(ii)
Controls	Controls: Are all controls labeled as to function?			Exhibit 5(a)(4)
	Controls: Is the door open switch the same switch that opens the bucket? Shall be the same switch?			Exhibit 5(a)(4)(i)
	Controls: Is the door close switch the same switch that closes the bucket? If not, does it comply with STC?			Exhibit 5(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 5(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 5(a)(v)
Certifications	Certifications: Does weight & balance show Tank Full, Tank Empty, Tank Removed, All remaining within CG?			Exhibit 5(a)
	Certifications: Does the installed tank fill to capacity via snorkel pump in no more than 1-min at sea level on a standard day?			Exhibit 5(a)
Tank and Pump Data:				
Tank Capacity: _____gallons				
Snorkel Pump GPM: _				
Remarks:				

2) Suppressant Equipment

a. Remote Cargo Hook

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

b. Long-lines 150 feet (as applicable)

i. Rotation resistant wire rope

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

ii. Synthetic Long Line

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

2. Working or Rated Load

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

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

Type I (Heavy) 4,500 lbs. to 30,000 lbs. or greater

Type II (Medium) 1,600 lbs. to 4,500 lbs.

Type III (Light) 750 lbs. to 1,600 lbs.

3. Factor of Safety

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

4. 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.

5. 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.

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EXHIBIT 6 - HIGH VISIBILITY MARKINGS ON MAIN ROTOR BLADES

Acceptable Paint Schemes

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

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

- 2) One black and one white blade.
- 3) Paint schemes previously approved under Interagency Fire and Aviation Contract.
- 4) Paint schemes and color variations specified by manufacturer in a service bulletin, instructions, or other manufacturer published document or text.

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EXHIBIT 7 - Additional Avionics Equipment – N/A

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EXHIBIT 8 - FUEL SERVICING EQUIPMENT REQUIREMENTS

1) General

- a. An approved fuel servicing vehicle (FSV) (truck, pump-house, or trailer) shall be provided with each helicopter. The FSV shall be inspected annually and possess current USFS or USDI-OAS inspection documentation.
- b. The fuel-servicing vehicle shall be capable of transporting fuel over rough mountainous terrain to include grades of up to 9%.
- c. Fuel tank/chassis combinations must meet DOT requirements.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. 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.
- i. 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.
- j. Gasoline engine driven pumps shall be designed to pump fuel, have shielded or insulated ignition system, Forest Service approved spark arrestor muffler, and a metal shield between the engine and pump. Other exposed terminal connections shall be insulated to prevent sparking in the event of contact with conductive material.

- k. 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.
- l. FSV shall have most current version of the Emergency Response Guidebook (ERG) on FSV either electronic or hardcopy.

2) Equipment

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

Note: FSV inspected after 1 January 2022 shall comply with the following:

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. Fire extinguishers with an A rating will not be acceptable.

- b. Fuel tanks shall be designed to allow contaminants to be removed from the sediment settling area.
- c. 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.

Note: FSV inspected after 1 January 2022 shall comply with the following:

- i. Aircraft fueling hose shall be removed from service after 10 years from date of manufacture.
- ii. Aircraft fueling hose not placed into service within 2 years of the date of manufacture shall not be used.
- d. Fuel nozzle shall include a 100-mesh or finer screen (except for closed circuit systems), a dust protective device, and a bonding cable with clip or plug. No hold-open devices will be permitted.
- e. 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.
- f. Fuel servicing vehicle shall have adequate bonding cables.

- g. 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.
- h. 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.

3) Markings

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

4) Filtering System (Three-Stage or Single-Stage is acceptable)

- a. 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.
- b. 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.
- c. 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.
- d. Three-Stage (filter, water separator, monitor) System:

Fueling systems shall utilize 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.

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

Fueling systems shall utilize a single element system such as a Velcon filter canister with Aquacon cartridge of a size compatible with pumps flow rate. Example: Velcon VF-61 canister with an ACO-51201C cartridge.

f. Differential pressure gauge(s) shall be installed and visible to the fueler during fueling operations.

5) Fuel Servicing

a. 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.

iv. Reserved

b. Rapid Refueling

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

1. Closed Circuit Refueling (CCR). This method of refueling uses a CCR system designed to prevent spills, minimized fuel contamination, and prevent escape of flammable fuel vapors. Open port nozzle Emco Wheaton Model G457 or equivalent may be used in place of CCR system.

2. Open Port. This method of refueling allows flammable fuel vapors to escape.
- 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:
 1. Rapid refueling may be requested by the State.
 2. The aircraft must be shut down after 4 hours of flight (Hobbs) time or 2 fuel cycles (whichever occurs first).
 3. Personnel providing onsite fire protection are briefed on the Contractor's rapid refueling procedures.
 4. Government personnel shall not refuel Contract aircraft unless the pilot requests Government assistance due to an emergency situation; or when the Government provides the fuel servicing system and dispensing personnel.
 5. The hose shall be at least 50 feet in length, minimum of ½ the rotor diameter plus 20 feet for rapid refueling.
 6. No passengers may be on board during fueling operations.
 7. A copy of the Contractors approved rapid refueling plan must be kept with FSV.

6) Fuel Quality Control Procedures

Compliance with fuel quality control requirements is the responsibility of the Contractor.

a. 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 contaminants 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 contaminants are not acceptable.
- b. During Helicopter Fueling Process
 - i. Check sight gauge for water, if equipped
 - ii. Visually monitor FSV for leaks.
 - iii. Monitor differential pressure reading.
- c. 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.
- d. 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:
 - 1. Nozzle
 - 2. Filter Sump
 - 3. 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

Note: When identified in Section A-12 as a required item, or when the Contractor elects to provide a P25 Digital VHF-FM Mobile Radio as optional for Contract consideration, the below specifications shall be in effect.

7) P25 Digital VHF-FM Mobile Radio

- a. A P25 Digital VHF-FM two-way mobile radio, with a matched broadband antenna (Antenna Specialists ASPR7490, Maxrad MWB5803, or equivalent), shall be installed in the fuel-servicing vehicle. The radio shall provide selection of analog wideband (25.0 kHz), analog narrowband (12.5 kHz), and P25 Digital narrowband (12.5 kHz), channel spacing on each channel operating from 150 MHz to 174 MHz. The radio shall be frequency-synthesized, equipped with a CTCSS sub-audible tone encoder having a minimum of 32 selectable tones meeting the current TIA/EIA-603 standard, and develop a minimum of 30 watts nominal output power.
- b. 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.
- c. The use of appropriate VHF-FM portable radios with suitable output power booster units is permissible. See the below VHF-FM Portable Radio section for portable radio requirements.
- d. Approved P25 digital radios are listed at <http://www.nifc.gov/NIICD/documents.html>.

Note 1: It is highly recommended that a programming "cheat sheet" accompany the fuel servicing vehicle.

Note 2: When identified in Section A-12 as a required item, or when the Contractor elects to provide a P25 Digital VHF-FM Portable Radio as optional for Contract consideration, the below specifications shall be in effect.

8) P-25 Digital VHF-FM Portable Radio

- a. A P25 Digital VHF-FM two-way portable radio operating from 150 MHz to 174 MHz. The radio shall provide selection of analog wideband (25.0 kHz), analog narrowband (12.5 kHz), and P25 Digital narrowband (12.5 kHz) channel spacing on each channel. The radio shall be frequency-synthesized, equipped with a CTCSS sub-audible tone encoder having a minimum of 32 selectable tones meeting the current TIA/EIA-603 standard, and develop a minimum of 1 watt nominal output power but no more than 10 watts nominal output power. Modified or Family Service Radios (FSR) are not acceptable.
- b. Transceivers shall be set to operate in the analog narrowband mode unless local requirements dictate otherwise. All radios must have the ability to be programmed in the field by the radio operator without the aid of a computer or the services typically found in a radio shop.

- c. When the above Fuel Service Vehicle Radio requirement is met with the use of a VHF-FM portable radio with output power booster, that portable VHF-FM radio may be used to comply with this section as long as the portable radio complies with all specified VHF-FM Portable Radio requirements. The VHF-FM portable radio used in the fuel service vehicle must be removable and still operate as a portable radio.
- d. At least two fully charged batteries per radio are required at the beginning of each shift when using rechargeable batteries. The Contractor supplied batteries must operate the portable radio throughout the shift. It is highly recommended that all portable radios utilize an AA alkaline battery clamshell. A source of 115 VAC power may not be available for rechargeable batteries.

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

- e. Approved P25 digital radios are listed at <http://www.nifc.gov/NIICD/documents.html>.

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EXHIBIT 9 - OPERATIONS AND SAFETY PROCEDURES GUIDE FOR HELICOPTER PILOTS

It is important for Contract pilots to be familiar with the Contract specifications and NWCG Standards for Helicopter Operations. See website:

<https://www.nwcg.gov/publications/pms510>. Pilot operation briefings will emphasize the following areas:

- 1) Pilot Authority and Responsibility
- 2) Helicopter Management
- 3) Operational Requirements
- 4) Operating Limitations and Weather Requirements
- 5) FM Radio and GPS Operations
- 6) Flight Following and Flight Plans
- 7) Incident Airspace
- 8) Knowledge and Procedure Overview
- 9) Regional Procedures
- 10) Reference Web Sites
- 11) Pilot Certification
- 12) Verification of Long-Line and/or Snorkel Training
- 13) Flight Hour requirements and experience verification
- 14) Required documentation for pilot carding

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

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

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

- (1) Exhibiting knowledge of the elements of vertical reference / external load operations.
- (2) Performing a thorough preflight briefing of ground personnel to include hookup procedures, signals, and pilot and ground personnel actions in the event of an emergency or hook malfunction.
- (3) Visually determining that the cargo hook(s) and cables are installed properly and that electrical and manual releases are functioning properly.
- (4) Ascending vertically using vertical reference techniques while centered over the load until the load clears the ground, then maintain a stable hover with a load 10 feet (+ - 5-feet) above the ground for 30 seconds. (The applicant should insure that the long-line does not become tangled on external parts of the helicopter).
- (5) Controlling the hook movement and stopping load oscillations while in a hover.
- (6) Maintaining positive control of the load throughout the flight while maintaining specified altitude within 50 feet, airspeed within 10 knots, and heading within 10 degrees.
- (7) Maintaining the proper approach angle and rate of closure to establish an out-of-ground effect hover with the load 10 feet above the ground (+ -5 feet) for 30 seconds and then placing the load within a 10-foot radius of the specified release/touchdown point.
- (8) Maintaining the proper approach angle and rate of closure to establish an out-of-ground effect hover within a confined area with the load 10 feet above the ground (+ - 5 feet) for 30 seconds and then placing the load within a 10-foot radius of the specified release/touchdown point.

NAME: _____ CERT NO: _____ (Check One) INITIAL RECURRENT

I certify that the above listed pilot has completed training as outlined in the National Interagency Helicopter Standards and meets the currency and performance requirements of this company’s Vertical Reference / External Load Training Manual and recommend him/her for evaluation.

CHIEF PILOT: _____ COMPANY: _____

Printed Name

CHIEF PILOT: _____ DATE: _____

Signature

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

VERTICAL REFERENCE GUIDELINES FOR HELICOPTERS USING A FIXED TANK WITH SNORKLE

The pilot shall demonstrate proficiency with the snorkel by:

Exhibiting knowledge of the elements of vertical reference operations.

Performing a thorough preflight of the tank and snorkel

Establishing a hover before takeoff by ascending vertically using vertical reference techniques while not dragging the snorkel.

Establishing and maintaining the proper approach angle and rate of closure to establish a 5 foot snorkel height above the porta-tank and then lowering the snorkel into the tank. Maintain a stable hover for 30 seconds. Ascend vertically while keeping the snorkel clear of the edges of the tank until the snorkel is at least five (5) feet above the tank. Transition to forward flight without allowing the snorkel to settle back into the tank,

OR

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

AND

Perform a landing while placing the main landing gear in a 6 foot diameter circle.

NAME: _____ CERT NO: _____ (Check One) INITIAL RECURRENT

I certify that the above listed pilot has completed training as outlined in the National Interagency Helicopter Standards and meets the currency and performance requirements of this company's Vertical Reference / External Load Training Manual and recommend him/her for evaluation.

CHIEF PILOT: _____ COMPANY: _____

Printed Name

CHIEF PILOT: _____ DATE: _____

Signature: _____

EXHIBIT 11 - HELICOPTER MAKE/MODEL/SERIES LIST

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

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

Make	Model
Agusta	A-119
Agusta	AW-139
Bell	47 Series (All Recips)
Bell	47Series (Soloy)
Bell	206A, 206B, 206B3
Bell	206L, 206L1, 206L3, 206L4
Bell	407
Bell	204, 205, 210, Eagle Single, UH-1, All Series
Bell	212, 412
Bell	214
Boeing	BV-107-II, KV-107-II
Boeing	BV-234, CH-47
Boeing	369 (500) Series
Boeing	MD-600N
Boeing	MD-900, 902
Enstrom	28 Series
Eurocopter	SA-315, SA-316, SA-319 (Alouette/Lama)
Eurocopter	SA-318
Eurocopter	AS 350 Series (A-star)
Eurocopter	AS-355 Series (Twin Star)
Eurocopter	SA-341 (Gazelle)
Eurocopter	SA-360
Eurocopter	SA-365 (Dauphin)
Eurocopter	SA-330, AS-332 (Puma)
Eurocopter	MBB-105 Series
Eurocopter	BK-117 Series
Eurocopter	EC-145
Eurocopter	EC-135
Eurocopter	EC-120
Eurocopter	BO-105
Hiller	12 Series (Recips)
Hiller	12 Series (Soloy)
Hiller	FH-1100

Make	Model
Hughes/Schweizer	269 (300) Series (Recips)
Schweitzer	330
Sikorsky	S-55, H-19 (Recip), S-55T
Sikorsky	S-58, H-34 Series (Recip), S-58T Series
Sikorsky	S-62
Sikorsky	S-61 Series, SH-3
Sikorsky	S-64, CH-54
Sikorsky	CH-53
Sikorsky	S-76 Series
Sikorsky	S-70, UH-60 Series

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EXHIBIT 12 - HELICOPTER SERVICES HOURLY FLIGHT RATES, FUEL CONSUMPTION, AND WEIGHT REDUCTION CHART

FOR ALL CONTRACTS AND AGREEMENTS - Effective February 16, 2025

COMPANY	AIRCRAFT TYPE	FUEL CONSUMPTION (gal/hr)	FEBRUARY 16, 2025 HOURLY FLIGHT RATE (\$/HR)	LOAD CALCULATION Weight Reduction (lbs)
AIRBUS:				
	SA 315B	58	\$2,491.49	180
	SA 316B	58	\$2,491.49	170
	SA 318C	45	\$2,395.17	80
	SA 319B	45	\$2,396.29	150
	AS 330J	179	\$6,473.30	N/A
	AS 332L1	156	\$5,821.72	550
	SA 341G	45	\$2,333.33	170
	AS 350B	45	\$1,522.73	130
	AS 350BA	45	\$1,518.24	130
	AS 350B1	45	\$1,521.61	160
	AS 350B2	45	\$1,533.97	160
	AS 350B3	44	\$1,513.85	175
	AS 350B3e/H125	44	\$1,482.37	175
	AS 350D	38	\$1,451.58	130
	AS 355F1	58	\$1,798.94	140
	AS 355F2	58	\$1,798.94	140
	AS 365N1	87	\$2,954.74	275
	BO 105CBS	55	\$1,910.59	180
	BK 117	77	\$2,493.81	160
	EC 120	31	\$1,110.60	NOT ESTABLISHED
	EC 130-B4	51	\$1,519.80	NOT ESTABLISHED
	EC 136	64	\$1,917.42	220
	EC 135-P2	64	\$2,010.74	NOT ESTABLISHED
	EC 135-P3	64	\$1,932.04	NOT ESTABLISHED
	EC 145	80	\$2,446.25	220
	EC 145-12/H 145	83	\$2,402.06	220
	EC 155B1	95	\$3,053.89	NOT ESTABLISHED
	EC 225	183	\$5,870.23	650
BELL:				
	47/Soloy (Scott's)	23	\$979.98	120
	204B	86	\$2,441.06	200
	204 Super B	90	\$2,472.09	200
	205A1	88	\$2,410.48	260
	205 A1++	90	\$2,425.99	260
	UH-1B	86	\$2,394.97	N/A
	UH-1B Super	88	\$2,410.48	N/A
	UH-1F	88	\$2,480.19	N/A
	TH-1L	88	\$2,410.48	N/A
	UH-1H (-13 engine)	88	\$2,410.48	N/A
	UH-1H (-17 engine)	90	\$2,425.99	N/A
	206BII	25	\$1,145.02	100
	206BIII	27	\$1,160.53	130
	206L1	32	\$1,385.94	150
	206L3	38	\$1,412.23	180
	206L4	38	\$1,412.23	180
	210	90	\$2,425.99	260
	212	100	\$2,739.64	390
	212HP	100	\$2,739.64	390
	212 Single (Eagle)	90	\$2,555.28	260
	214B	160	\$4,172.96	380
	214B1	145	\$3,896.99	380
	214ST	133	\$5,088.96	420
	222A	70	\$3,087.10	NOT ESTABLISHED
	222B	83	\$3,187.92	NOT ESTABLISHED
	222UT	83	\$3,187.92	NOT ESTABLISHED
	407	44	\$1,494.74	155
	407HP (Eagle)	44	\$1,462.14	155
	412	110	\$2,800.33	390
	412HP	110	\$2,800.33	390
	412EPX	110	\$2,828.44	390
	**REV 2-16-25	429	\$2,025.45	135
	505	32	\$1,052.03	130
BOEING:				
	BV 107/CH 46	180	\$5,644.59	N/A
	BV 234/CH 47	406	\$9,923.67	N/A
HILLER:				
	SL-34	20	\$866.77	90
	H 1100B	22	\$1,167.85	130
	UH 12/Soloy	23	\$983.35	100
KAMAN:				
	H43F	85	\$2,243.31	N/A
	K-1200/K-Max	86	\$2,800.83	N/A
KAMOV:				
	KA-32	225	\$6,110.51	NOT ESTABLISHED
LEONARDO				
	AW 119 KOALA	55	\$1,739.70	230
HELICOPTERS:				
	AW 139	129	\$3,678.46	335
	EH 101	211	\$7,191.41	NOT ESTABLISHED
McDONNELL-				
	500C	23	\$1,172.23	110
DOUGLAS:				
	500D/E	28	\$1,211.01	120
	520N	32	\$1,221.79	100
	530F	34	\$1,395.82	120
	600N	41	\$1,516.44	155
	900/902	69	\$2,241.77	210
ROBINSON:				
	R 66	24	\$915.78	130
SIKORSKY:				
	S 55T	47	\$1,638.30	170
	S 58D/E	83	\$2,653.90	N/A
	S 58T/PT6T-3	115	\$3,372.01	400
	S 58T/PT6T-6	115	\$3,372.01	460
	CH 53D	425	\$9,571.73	N/A
	CH 54A/S 64E	493	\$10,133.95	N/A

COMPANY	AIRCRAFT TYPE	FUEL CONSUMPTION (gal/hr)	FEBRAURY 16, 2025 HOURLY FLIGHT RATE (\$/HR)	LOAD CALCULATION Weight Reduction (lbs)
	CH 54B/S 64F	512	\$10,281.30	N/A
	H 3/S 61 All Series	170	\$5,896.45	550
	S 62A	70	\$1,967.33	300
	S 70/UH 60	135	\$5,687.97	550
	S 70/UH 60+	135	\$5,815.01	550
	S 76A	88	\$3,327.89	NOT ESTABLISHED
	S 76A+	96	\$3,442.77	NOT ESTABLISHED
	S 76A++	92	\$3,399.38	NOT ESTABLISHED
	S 76B	111	\$3,418.57	NOT ESTABLISHED
	S 76C	92	\$3,343.17	NOT ESTABLISHED
	S 76C+	88	\$3,294.16	NOT ESTABLISHED
	S 76C++	94	\$3,328.32	NOT ESTABLISHED
	S 92	178	\$5,598.73	NOT ESTABLISHED
AVERAGE GALLON PRICE:		JET FUEL:	\$6.44	

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EXHIBIT 13 - INTERAGENCY HELICOPTER LOAD CALCULATION

Contractor shall use Computed Gross Weight from Exhibit 22 for load calculation purposes for submitting proposals (See Exhibit 22 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 ($\pm 1000'$ in elevation or $\pm 5^{\circ}\text{C}$ in temperature) or when the Helicopter Operating Weight changes (such as changes to the Equipped Weight, changes in flight crew weight or a change in fuel load).

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

- 1) DEPARTURE – Name of departure location and current Pressure Altitude (PA, read altimeter when set to 29.92) and Outside Air Temperature (OAT, in Celsius) at departure location.
- 2) DESTINATION – Name of destination location and PA & OAT at destination. If destination conditions are unknown, use MSL elevation from a map and Standard Lapse Rate of $2^{\circ}\text{C}/1000'$ 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 X the weight per gallon (Jet Fuel = 7.0 lbs./gal; AvGas = 6.0 lbs./gal)
- 6) OPERATING WEIGHT – Add items 3, 4 and 5.
- 7) 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 - Use the computed gross weight performance standards listed in Exhibit 22. The computed gross weight standard selected shall conform to the minimum performance standard as specified within the flight manual or flight manual supplement.

- 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 (https://www.doi.gov/sites/default/files/migrated/aviation/tech/upload/IA_TB_2011-03.pdf).
- USFS Aviation Technical Bulletins can be found at:
<https://www.fs.usda.gov/managing-land/fire/avsafety/bulletins>
- 11) OAS and Interagency Aviation Tech Bullitens can be found at:
https://www.doi.gov/aviation/tech/tech_bulletins
 - 12) 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.
 - 13) OPERATING WEIGHT – Use the value entered in Line 6.
 - 14) 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.
 - 15) 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.

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

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

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EXHIBIT 13 - INTERAGENCY HELICOPTER LOAD CALCULATION (Continued)

INTERAGENCY HELICOPTER LOAD CALCULATION OAS-67/FS 5700-17 (11/03)			MODEL	
			N#	
PILOT(S)		DATE		
MISSION		TIME		
1	DEPARTURE	PA	OAT	
2	DESTINATION	PA	OAT	
3	HELICOPTER EQUIPPED 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	HIGE
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 Yes___ No___
MGR SIGNATURE				

EXHIBIT 14 - HELICOPTER AND FUEL SERVICE VEHICLE PRE-USE CHECKLIST

(Page 1 of 3)

		EU				CWN				
Initial Agency		Hiring	USFS	DOI	STATE	Reassignment	Yes	No		
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			
H2O/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/ClosedCI/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		

EXHIBIT 14 - HELICOPTER AND FUEL SERVICE VEHICLE PRE-USE CHECKLIST

(Page 2 of 3)



AIRCRAFT cont.					
Option yr(s) equipped wgt within 1%: Y/N					
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: FSV, aircraft, and maintenance pod/trailer		*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 II & III		Convex Mirror		2	
*If State 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:					






EXHIBIT 14 - HELICOPTER AND FUEL SERVICE VEHICLE PRE-USE CHECKLIST

(Page 3 of 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					
Notes:					
FUEL SERVICE VEHICLE					
FSV Driver Name					
Beginning Odometer					
Required Service Vehicle Equipment Installed and Operative (Consult Contract: Exhibit 8)					
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					
*On-board Fuel Service Vehicle					
Notes:					
SIGNATURES					
State Representative-Signature		Print Name		Date	
Vendor Representative-Signature		Print Name		Date	

EXHIBIT 15 - PERFORMANCE REPORT

State of Idaho Department of Lands Aviation and Emergency Management Program Manager 3284 W Industrial Loop Coeur d'Alene, ID 83815 Phone 208-666-8651 Fax 208-769-1524		EVALUATION REPORT ON	
		CONTRACTOR PERFORMANCE	
		*****CPARS Compatible Format*****	
		SOURCE SELECTION INFORMATION	
		NOT FOR PUBLIC RELEASE (see FAR 3.104 & 42.1503)	
		Email to: civey@idl.idaho.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: <input type="checkbox"/> AIRPLANE <input type="checkbox"/> HELICOPTER <input type="checkbox"/> AIR TANKER		
	<input type="checkbox"/> OTHER - specify _____		
CONTRACT EFFORT DESCRIPTION <i>(check all that apply)</i>	<input type="checkbox"/> EXCLUSIVE USE	<input type="checkbox"/> CALL WHEN NEEDED	
	<input type="checkbox"/> FIRE MANAGEMENT	<input type="checkbox"/> RESOURCE	<input type="checkbox"/> MAINTENANCE
	<input type="checkbox"/> OTHER MISSION - specify: _____		
<p>INSTRUCTIONS: This form can be completed on the computer or printed and completed by hand. Use the mouse to navigate. To check or uncheck a box, 'double click' the box. If further direction is required on how to complete this evaluation or where to submit it, please contact your COR. 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</p>			
<p>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.</p>			
<input type="checkbox"/> N/A <input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory			
COMMENTS: 			
<p>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.</p>			
<input type="checkbox"/> N/A <input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> 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)
<input type="checkbox"/> N/A <input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> 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.
<input type="checkbox"/> N/A <input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> 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)
<input type="checkbox"/> N/A <input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory
COMMENTS: 
6. Regulatory Compliance. How well does the contractor comply with governing regulations such as the Federal Aviation Regulation or others.
<input type="checkbox"/> N/A <input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> 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?
<input type="checkbox"/> N/A <input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> 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? <input type="checkbox"/> yes <input type="checkbox"/> No
<input type="checkbox"/> N/A <input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory
COMMENTS: 
9. Other Areas: <input type="checkbox"/> N/A <input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory
10. Other Areas: <input type="checkbox"/> N/A <input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory
11. Other Areas: <input type="checkbox"/> N/A <input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory
12. Other Areas: <input type="checkbox"/> N/A <input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> 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

EXHIBIT 15 - PERFORMANCE REPORT (continued)

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.)

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATION

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EXHIBIT 17 - SUPPLEMENTAL RAPPEL REQUIREMENTS – N/A

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**EXHIBIT 18 - CONTRACTOR'S VERIFICATION OF INDIVIDUAL HELICOPTER
PILOT REQUIREMENTS AND EXPERIENCE FOR INITIAL INTERAGENCY
APPROVAL - N/A**

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EXHIBIT 19 - "ON CONTRACT" PILOT OPERATIONAL TRAINING – N/A

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**EXHIBIT 20 - AIRCRAFT MECHANIC (HELICOPTER) QUALIFICATION FORM
- N/A**

U.S. Department of Agriculture - Forest Service

AIRCRAFT MECHANIC (HELICOPTER)

Contract No. _____

Name _____ Date of Birth _____

Employer _____ Office Phone _____

FAA Certificates: Type _____ No. _____ Date Issued _____

Total Years Experience _____ Total Years Experience as Licensed Mechanic _____

Record of Special Training (Factory Schools, etc.)

<u>Name of Course</u>	<u>Location</u>	<u>Year Attended</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Record of Past Performance (Previous Three Years)

<u>Dates</u>	<u>Location</u>	<u>Employer/Supervisor</u>	<u>Phone No.</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Record of maintaining helicopters Under Field Conditions:*

<u>Dates</u>	<u>Location (Designated Base)</u>	<u>Type of Contract</u>	<u>Type Helicopter</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

* "Field Condition" is defined as maintaining the helicopter away from the contractor's base of operation with minimal supervision

EXHIBIT 21 - WEIGHT AND BALANCE FORM

Form A: List of approved equipment (EXAMPLE)							Date Weighed	Date Weighed		
							9/15/2009			
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.

EXHIBIT 21 - WEIGHT AND BALANCE FORM (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				Notes				
	Full	Defueled	Drained					
Fuel								
Oil Engine								
Oil Transmission								
Oil Tail Gearboxes								
Hydraulic Fluid								
Items Weighed not part of Basic Weight				Items not Weighed but part of Basic Weight				
Item	Weight	Arm	Moment	Item	Weight	Arm	Moment	
Total (--)				Total (+)				
Adjusted Basic Weight of Aircraft as Weighed						CG	Moment	
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:				

EXHIBIT 22 - COMPUTED GROSS WEIGHT TABLE

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 Anti-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 Anti-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 Anti-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	
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 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
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	Specific Q calculated via math (Fig 7-3) per RFM: Spec Q x TR = Q avail Transmission limited to 100%

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	
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	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 .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	51,000	
BV-234LR	RFMS 5	43,300 Fig 1-3	44,500 Fig 1-3	39,500 Fig 1-3	51,000	
BV-234UT	RFMS 5	43,300 Fig 1-3	44,500 Fig 1-3	41,300 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-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)
CH-54A	RFM HTS-110, SHI-102	38,700 Fig 5-7	37,100 Fig 5-7	35,100 Fig 5-7	42,000	
CH-54B	RFM HTS-210	42,000 Fig 5-7	40,000 Fig 5-7	38,500 Fig 5-7	47,000	

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EXHIBIT 23 - PERFORMANCE BY STATE-FURNISHED PILOT – N/A

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EXHIBIT 24 - FAA OVER WATER KIT - N/A

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EXHIBIT 25 - LITTER KIT PROVISIONS AND LITTER – N/A

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EXHIBIT 26 - AERIAL IGNITION – N/A

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**EXHIBIT 27 - LAW ENFORCEMENT SHORT HAUL SPECIAL MISSION
QUALIFICATIONS & REQUIREMENTS – N/A**

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EXHIBIT 28 - PUBLIC AIRCRAFT OPERATIONS

This Exhibit serves as notice that you may be conducting Public Aircraft Operations (PAO) while under Contract to the State. Flights ordered and conducted under this Contract may be considered Public Aircraft Operations.

After Contract award, the Contractor/company is responsible for providing the following information to the Federal Aviation Administration Flight Standards District Office that your 133, 135 and/or 137 Certificates are issued by. In addition, a copy of this document is required to be carried in each aircraft listed below.

Civil Operator: Name your Certificates are Held Under

Aircraft Type (Fixed-Wing or Helicopter): Make/Model/Series

Name of Aircraft Owner: Name on Aircraft Registration

Aircraft Registration Number(s): N Number(s) of Aircraft on Contract

Contract Number: XXXX-X-XX-XXXX

Contract Type and Service: *EU/CWN, Airtanker/Helicopter/Light FW, etc. Services*

Date of Contract: Contract Award Date

Date of Proposed First Flight as a PAO: Effective Date of Contract

Date PAO Declaration Expires: This date should be the final day of the Contract period of performance – including the base period of the Contract plus all possible option years.

Public Aircraft Operations are being conducted under Contract by:

State of Idaho – Department of Lands, 3284 W Industrial Loop, Coeur d’Alene, ID 83815

State Official Making PAO Flight Determinations:

Aviation and Emergency Management Program Manager
(208) 666-8651

Please contact the State of Idaho – Department of Lands, Aviation and Emergency Management Program Manager with comments or questions regarding the PAO declaration.

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EXHIBIT 29 - VENDOR-CONTRACTOR QA/EVALUATION/SAFETY CHECKS

Type 1 aircraft are authorized to utilize an aircraft seat (non-pilot station) to conduct evaluations on company pilots for the purpose of Quality Assurance, CRM/Safety evaluations while on an operational mission.

Restrictions are as follows:

- 1) Limited to 1 (one) fuel cycle per crew on an operational mission.
- 2) Must meet PPE and Fire Shelter requirement.
- 3) Jump seat must be an FAA approved seat with approved restraint system.
- 4) A minimum of 24 hours' notice must be given to the Helicopter Manager/COR. The COR/Helicopter Manager will have the final approval authority.
- 5) The only authorized personnel to conduct evaluations are; Chief Pilots, Chief flight instructors, Company Safety managers. Companies will submit the names of the personnel that are in these positions to the COR for approval.
- 6) Evaluation program must be addressed in the company's SMS or operations manual and include procedures for addressing summary of findings/mitigations.
- 7) Relief pilot safety orientation flight is authorized provided the flight is an operational mission, is limited to 1 (one) fuel cycle and will be counted as a duty day.
- 8) An end-of-season summary of findings will be provided to the COR.

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EXHIBIT 30 - NIGHT FLYING OPERATIONS – N/A

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EXHIBIT 31 - SAFETY MANAGEMENT SYSTEM (SMS) COMPONENTS QUESTIONNAIRE AND ACCIDENT HISTORY

The State Fire Aviation Program views Safety Management Systems (SMS) as a critical element for Contract evaluation. This exhibit seeks to identify effective and safe aviation operations of an Contractor that include implemented policies and practices that support the Contractor's SMS. These components should be fully integrated into the daily activities of an Contractor. A complete response is required to accurately assess the Contractor's level of implementation and effectiveness and Contractor's will be held to these standards during Contract performance.

Safety Management System (SMS) Components

The State Fire Aviation Program uses a SMS approach to aviation operations which includes safety management policy, safety risk management, safety assurance and safety promotion. The Contractor 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 exhibit 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 Contractor 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 Contractor'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 Contractor clearly defines key duties, authorities and accountabilities" a submission could include Contractor policies identifying the key duties, authorities and accountabilities of key Contractor positions and copies of letters or records assigning individuals in those duties.

The Federal Aviation Administration (FAA) AC120-92B along with the International Standard for Business Aircraft Operations (IS-BAO) can provide expanded explanations and examples of the standards (below).

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EXHIBIT 31 - SAFETY MANAGEMENT SYSTEM (SMS) COMPONENTS QUESTIONNAIRE AND ACCIDENT HISTORY

Reference Number	FAA Component Number	IS-BAO Element	Requirements
Key Safety Personnel and Commitment			
1	1.3	3.1.3	Provide Evidence that there is an appointed (named) safety manager that is responsible for the effective administration of the SMS.
2	1	3.2.1	Provide evidence that the Contractor clearly defines key duties, authorities and accountabilities on their SMS functions.
3	1	3.1.1.1.c	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.
Contractor 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 Contractor has an established emergency response plan to respond to an accident or emergency.
9	1.4	4.3.1	Provide evidence that the Contractor has provided duties and training for those who have a role in the emergency response plan.

Reference Number	FAA Component Number	IS-BAO Element	Requirements
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.
			Evidence in this section might consist of documented and implemented plan that the Contractor 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 Contractor 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 Contractor has a hazard/threat reporting program.
13	2	3.2.1.1	Provide evidence that the Contractor 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 Contractor's management when it exceeds a predetermined level.
			Evidence in this section will demonstrate the developed processes to understand the critical characteristics of the Contractor 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 Contractor has a policy or process to verify safety performance in reference to the Contractor's performance indicators.

Reference Number	FAA Component Number	IS-BAO Element	Requirements
16	3.2	3.3.2	Provide evidence that the Contractor maintains a process to identify risks associated with change to the Contractor's structure or service (aircraft type, environment, organizational, or mission).
17	3.1.1 and 3.3	3.3.3	Provide evidence that the Contractor 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 Contractor 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	Provide evidence that the Contractor 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	Provide evidence of lessons learned developed from an incident, accident, or operational issue affecting safety, and shared with the Contractor personnel.
23	N/A	N/A	Provide evidence of a Safety Award system in place and in practice.

Reference Number	FAA Component Number	IS-BAO Element	Requirements
			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			
24	4	8.1	Provide evidence that the Contractor 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 Contractor 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			
27	1	15.1	Provide evidence of a process to ensure that the Contractor aircraft maintenance/servicing personal are certificated by the FAA.
28	1	15.2.3.1	Provide evidence of a process that ensures maintenance personnel are trained and approved by the Contractor to conduct specific maintenance.
			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.
Maintenance Control System			
29	1	15.1	Provide evidence that the Contractor has a maintenance control system that is appropriate to the type and number of aircraft operated and the manner in which maintenance is conducted.

Reference Number	FAA Component Number	IS-BAO Element	Requirements
30	1	15.1	Provide evidence that the Contractor operations manual includes procedures to obtain and qualify aircraft maintenance services when away from the Designated Base to ensure service is performed by qualified personnel.
			Evidence in this section document a process on how the Contractor 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.

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EXHIBIT 32 - TRANSPORTATION WORKSHEET

<p>When assigned to an alternate base, the Contractor will be paid for actual <u>necessary and reasonable</u> costs associated with transporting authorized personnel (relief crew). The Contractor is responsible for advising the on-site State 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 Designated Base" for detailed information</p>				
VENDOR:		AIRCRAFT TAIL NUMBER:		
DATE		ALTERNATE BASE LOCATION		
Relief Exchange - Involved Crew Member(s)				
o Pilot (list on page 2)		o Fuel Servicing Vehicle Driver (list on page 2)		o Mechanic (If required by contract) (list on page 2)
Additional Personnel				
o Mechanic Name		o 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				\$
<p>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. The State will pay the lessor amount.</p>				
Vendor Signature:				Date

EXHIBIT 33 - ADDITIONAL TELEMETRY UNIT SYSTEM DESCRIPTION

(1) Clearly describe the ATU system installed on the offered:

(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:

**EXHIBIT 34 - SUPPLEMENTAL EMERGENCY MEDICAL SHORT-HAUL
REQUIREMENTS EQUIPMENT – N/A**

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EXHIBIT 35 - FUEL SERVICE VEHICLE DRIVER TRAINING RECORD

Contract Number(s):

Employee Name:

Company Employed By:

Office Phone Number:

Record of Training as stated in Section B-12

Training Course

Date Training Received

Company Policies and Procedures

Company Operations Procedures

Contract requirements and Exhibit 8

Safety Management System (SMS)

I certify that the information listed by me on this form is my acknowledgement of training received. I have read Exhibit 8 (Fuel Servicing Equipment Requirements) and the Fuel Service Vehicle Driver Qualifications section of this Contract and understand the terms and conditions. I have received the training as required in B-12 and Exhibit 8.

Date

FSV Driver Signature

Date

Company Representative

EXHIBIT 36 - INCLEMENT WEATHER PLAN TEMPLATE – EXAMPLE

Company Name: _____

Contract #: _____

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 State/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