



**Contract Number**

21601

**SAP Number**

N/A

## Sheriff/Coroner/Public Administrator


<b>Department Contract Representative</b>	<u>Kelly Welty, Chief Deputy Director</u>
<b>Telephone Number</b>	<u>909-387-0640</u>
<b>Contractor</b>	<u>California Department of Forestry and Fire Protection, Aviation Management Unit</u>
<b>Contractor Representative</b>	<u>Benjamin Bernam, CAL FIRE Helicopter Program Manager</u>
<b>Telephone Number</b>	<u>916-704-7102</u>
<b>Contract Term</b>	<u>Upon execution through 06/30/2022</u>
<b>Original Contract Amount</b>	<u>Revenue Contract – Fee per Service</u>
<b>Amendment Amount</b>	<u>-----</u>
<b>Total Contract Amount</b>	<u>Revenue Contract – Fee per Service</u>
<b>Cost Center</b>	<u>4430001000</u>

**Briefly describe the general nature of the contract:**

The "Call-When-Needed Helicopter Requirements Agreement" outlines the equipment, personnel and program requirements to provide State-requested fire suppression services as needed. The agreement provides for reimbursement of approved services at the rates provided on Form FC-107RW. A new form FC-107RW must be submitted for approval annually. The agreement is open-ended and requires execution of the following documents:

- Call-When-Needed Helicopter Requirements Agreement
- Lease Agreement for the Intermittent Use of Aircraft (FC-107RW)
- Contract General Terms and Conditions (GTC 04/2017)
- Contractor Certification Clauses Form (CCC-04/2017)
- Special Terms and Conditions Form
- Contractor Certification Clauses for Services (CAL FIRE-20)
- Payee Data Record (STD 204)

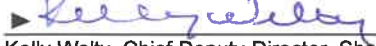
**FOR COUNTY USE ONLY**

Approved as to Legal Form  
  
 Richard D. Luczak, Deputy County Counsel

Reviewed for Contract Compliance

► \_\_\_\_\_  
 Date \_\_\_\_\_

Reviewed/Approved by Department

►   
 Kelly Welty, Chief Deputy Director, Sheriff's Administration  
 Date 8/2/21





## FC-107RW INSTRUCTIONS

### ENTRIES

1. NAME/ADDRESS - Operator's name and mailing address.
2. PHONE NUMBER - Operator's day time and emergency night phone number.
3. AGREEMENT NUMBER – CAL FIRE use only.
4. VENDOR or Supplier ID Number – Enter it if you know it. Otherwise leave blank.
5. CALIFORNIA CERTIFIED SMALL BUSINESS/DVBE – Enter your current number.
6. ICS TYPE - I, II, III.
7. AGENCY CARD - Indicate the agency that has issued the current aircraft data card, i.e., USFS, DOI, CAL FIRE.
8. AIRCRAFT MAKE & MODEL, FAA REG NUMBER – Self-explanatory.
9. PASSENGER SEATS - Enter number of valid passenger seats, not including pilot(s).  
Enter "R" if aircraft is restricted category.
7. CARGO WEIGHT - Enter useful load.
8. BUCKET/TANK GALLONS - Enter bucket/tank capacity.
9. FOAM - Enter Y/N (Yes/No) for foam/retardant capability.
10. RATE W/PILOT - Includes fuel being provided by operator.
11. STANDBY RATE - ICS Type Helicopter:     I     II     III     IV  
Standby Rate (Hours):   4     3     2     1
13. AIRCRAFT LOCATION (STATE) - Indicate the state in which the aircraft will be located this fire season.
14. PER DIEM – Vendors are requested to incorporate their Per Diem costs for all company employees on the incident into their Hourly and Standby aircraft rates. CAL FIRE will no longer pay Per Diem for Helicopter Vendors as a separate rate.
15. EXTENDED STANDBY - Current CAL FIRE rate for each person for each hour beyond normal duty day (nine hours). (Note: This \$50 rate is effective starting 2020.)
16. FUEL TRUCK GALLONS - State size of fuel truck offered. Additional fuel trucks may be added as additional ITEMS.
17. FUEL TRUCK USFS RATE - Current USFS rate for size fuel truck offered. NOTE: "USFS Rate" has been pre-entered on the form.
18. FOAM CONCENTRATE - Operator's purchase price plus 10% handling fee.
19. ADDITIONAL ITEMS - Space is provided for additional miscellaneous equipment.
20. EMAIL ADDRESS/DUNS #/REMARKS – Enter current, valid email address and DUNS #. If you are a CA Certified Small Business or California Certified Disabled Veteran Business Enterprise, so indicate by placing your stamp in the remarks section. You must include the date of current certification. Enter other remarks as needed.
21. DISCOUNT RATE – Self-explanatory.
22. Attach the signature page of Appendix A, Call-When-Needed Helicopter Requirements Agreement, to this Agreement. Enter date of Appendix A on this Agreement.

### OPERATOR'S INSTRUCTIONS

1. If aircraft have been approved by another agency, complete this agreement and attach copies of all aircraft data cards and pilot approval cards issued by that agency. Submit documents to a CAL FIRE inspector pilot. If CAL FIRE issues the card, the inspector pilot will approve this agreement
2. **PLACE A COPY OF THIS APPROVED AGREEMENT IN EACH AIRCRAFT ALONG WITH THE DATA CARD. FAILURE TO DO SO MAY RESULT IN RELEASE FROM THE INCIDENT AND/OR LOSS OR SUBSTANTIAL DELAY OF PAYMENT.**

State of California  
DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE)  
INTERMITTENT USE AIRCRAFT PRE-HIRE INFORMATION  
FC-115 (New 02/10)

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I. INCIDENT REQUEST (Completed by Pilot/Operator)

Operator \_\_\_\_\_

Date \_\_\_\_\_ Order No. \_\_\_\_\_ Req. No. \_\_\_\_\_ Fire Name \_\_\_\_\_

Aircraft Type \_\_\_\_\_ FAA No. \_\_\_\_\_

Departure Base \_\_\_\_\_ Hobbs Meter \_\_\_\_\_

Report To \_\_\_\_\_ Frequency \_\_\_\_\_

Location \_\_\_\_\_

Billing Address \_\_\_\_\_

Aircraft Data Card: Standard \_\_\_\_\_ Restricted \_\_\_\_\_ Expiration Date \_\_\_\_\_

Pilot Qualification Card: Name \_\_\_\_\_ Expiration Date \_\_\_\_\_

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II. PRE-HIRE INSPECTION (Completed by CAL FIRE officer)

Current Aircraft Data Card in aircraft: Yes \_\_\_\_\_ No \_\_\_\_\_

Current Pilot Approval Card Yes \_\_\_\_\_ No \_\_\_\_\_

Aircraft condition: Cleanliness Damage Remarks

Fuselage \_\_\_\_\_

Engine/Transmission \_\_\_\_\_

Propeller/Rotor System \_\_\_\_\_

Interior \_\_\_\_\_

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III. VERIFICATION

CAL FIRE Representative \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Pilot's Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

INSTRUCTIONS: see reverse side

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## **FC-115 INSTRUCTIONS**

### **FOR OPERATOR**

1. Complete OPERATOR section (Para. I) at the time of dispatch. If the aircraft is re-dispatched from the first assignment with a new order number, fill out a new form for the next assignment.
2. Submit to the first CAL FIRE officer encountered at the assignment location for completion. If a CAL FIRE officer is not available, retain the form and comply with number 3.
3. This form **MUST** accompany your invoice, regardless of whether or not contact is made with a CAL FIRE officer.
4. If the pilot or aircraft lack a current FC-107RW Lease Agreement, approval cards, or mission approval, the flight will be canceled and the AIRCRAFT SENT HOME WITHOUT PAYMENT.

### **FOR CAL FIRE OFFICER**

1. Ensure the operator/pilot has completed the top portion of the form.
2. Verify that the aircraft has a current aircraft data card and that the pilot has a current approval card (check the expiration date).
3. Look over the aircraft to ensure that there is no obvious damage to the exterior or interior of the aircraft, to include excessive oil leaks.
4. If the pilot or aircraft do not have current approval cards, or are not approved for the requested mission. (i.e., recon, law enforcement, tank/water bucket, long line, etc.) **DO NOT USE THE AIRCRAFT AND CONTACT YOUR ECC.**

**California Department of Forestry  
and Fire Protection – CAL FIRE**

**CALL-WHEN-NEEDED HELICOPTER REQUIREMENTS  
AGREEMENT- Appendix A**

A. APPROVAL PROCESS

1. Call-When-Needed (CWN) helicopters and pilots used by the California Department of Forestry and Fire Protection (CAL FIRE) shall be "Interagency" approved. Attached are excerpts from the current Interagency Call-When-Needed Helicopter Contract outlining specifications for aircraft, fuel trucks, pilots and mechanics. These specifications shall apply to equipment and personnel under the terms of this Agreement.
2. The CAL FIRE CWN Helicopter Program is ongoing. Appendix A, CAL FIRE Call-When-Needed Helicopter Requirements Agreement, shall be signed and submitted by the operator and approved by CAL FIRE, along with a new Lease Agreement for the Intermittent Use of Aircraft, FC-107RW, each year.
3. To participate in the CAL FIRE CWN program the operator shall have the following on file with CAL FIRE:
  - a. A **CURRENT** CAL FIRE Lease Agreement for the Intermittent Use of Aircraft, FC-107RW, with each helicopter listed.
  - b. A signed Appendix A, Call-When-Needed Helicopter Requirements Approval. (Last page of this document).
  - c. **CURRENT** Interagency Helicopter Data cards and Helicopter Pilot Qualification Cards.
  - d. A signed CCC 04/2017, Contractor Certification Clauses, **and** signed **and initialed** CAL FIRE-20 Contractor Certification Clauses for Services.
  - e. A signed Std 204, Payee Data Record.
  - f. Compliance with the CAL FIRE CWN/EU Pilot Operations and Safety Agreement is required as part of this agreement. The signature page is required **from each pilot** that will operate aircraft listed on the FC-107RW, **as well as the Director of Operations and Chief Pilot.**
  - g. Exhibit C, General Terms and Conditions, GTC 04/2017, are hereby incorporated by references and made a part of this agreement as if attached hereto. These requirements can be viewed at <http://www.dgs.ca.gov/contracts>.
  - h. Exhibit D, Special Terms and Conditions attached hereto as part of this Agreement.
4. An FC-107RW shall be submitted annually. The FC-107RW expires one year from the date signed and approved by CAL FIRE unless canceled by either party in writing on a prior date.

5. When submitting the new FC-107RW, copies of **CURRENT** Interagency aircraft data cards and pilot approval cards shall be attached. The cards may be the previous year's cards if they are still valid.

**NOTE: IT IS THE OPERATOR'S RESPONSIBILITY TO SUBMIT COPIES OF NEW INTERAGENCY PILOT/AIRCRAFT DATA CARDS TO CAL FIRE WHEN THEY ARE ISSUED.**

6. **IF A NEW FC-107RW OR NEW INTERAGENCY CARDS ARE NOT RECEIVED AT CAL FIRE PRIOR TO THE EXPIRATION OF THE PREVIOUS YEAR'S FC-107 OR INTERAGENCY CARDS, THEN THOSE HELICOPTERS AND PILOTS CANNOT BE HIRED BY CAL FIRE.**
7. The operator shall maintain insurance which meets the requirements of General Order No. 120C of the Public Utilities commission of the State of California.  
<http://docs.cpuc.ca.gov/PUBLISHED/Graphics/579.PDF>.

**B. DISPATCH PROCESS**

1. All aircraft shall be ordered through a CAL FIRE emergency command center (ECC), air attack or helitack base or other designated facility. CAL FIRE shall provide the helicopter operator with the following information which shall be entered on the FC-115, Pre-Hire Information form before departing home:
  - a. Order number and request number (write this on the invoice).
  - b. Fire name, if available.
  - c. Type of helicopter wanted.
  - d. Type of mission it is needed for and special equipment needed, i.e. water bucket.
  - e. Location and time the helicopter is needed.
  - f. Initial contact frequency and call sign.
  - g. Dispatcher's name and telephone number.
  - h. Billing address.
2. CAL FIRE **DOES NOT GUARANTEE** the placement of any orders for service under this lease agreement and the operator is not obligated to accept any orders. However, once the operator accepts an order he/she is obligated to perform in accordance with the terms and conditions stated herein.

**C. CHECK-IN PROCESS AT INCIDENT**

**OPERATIONAL COORDINATION AND CONTROL**

**8341.2**

**Pilots shall advise ATGS or control aircraft:**

- 12 NAUTICAL MILES from an incident - stating their distance, direction, and altitude. (Example: "TANKER 100, 12 miles west, 2,500.")
  - **NOTE:** Aircraft inbound to an incident **will not proceed closer than 7 NAUTICAL MILES until CLEARANCE is received from the control aircraft.**

1. Upon arrival, the pilot shall present an FC-115, Pre-Hire Information, to a responsible CAL FIRE officer to complete a pre-hire inspection.
2. If the helicopter is immediately pressed into service without landing:
  - a. Current Hobbs meter time shall be relayed to the incident commander or air attack officer through the initial contact.
  - b. By the end of the first day the helicopter shall be formally checked in with the helicopter coordinator or responsible CAL FIRE officer who will determine;
    - 1) That the pilot and helicopter are properly carded and that the helicopter is equipped for the mission that it was dispatched for. FC-115, Pre-Hire Information, shall be used and completed by the CAL FIRE officer and returned to the pilot.
    - 2) A current copy of the FC-107RW and aircraft and pilot approval cards must be in the helicopter before the helicopter can be used or paid for.

**THE HELICOPTER SHALL BE RETURNED HOME WITHOUT PAYMENT IF THE ABOVE ITEMS ARE NOT IN THE HELICOPTER.**

3. If the helicopter does not meet all the requirements or does not have all the equipment that was ordered, it shall be released immediately, and no ferry time shall be paid. Note: CAL FIRE normally pays for ferry time.

#### D. OPERATIONAL PROCEDURES

1. The helicopter shall be operated in compliance with all CAL FIRE policies and procedures governing aircraft operations, as well as the operations and safety procedures outlined in the CAL FIRE CWN/EU Operations & Safety Agreement.
2. Helicopters shall not be hired for special missions, (i.e. water drops) unless they are approved and have the necessary associated equipment, (i.e. waterbucket).

#### E. CHECK-OUT PROCESS

1. Check out with a responsible CAL FIRE officer. NOTE: An after-action report shall be filed on each helicopter used by CAL FIRE. If the services provided by the contractor are less than satisfactory, they may be removed from the CWN directory.
2. A pay document will be initiated by a CAL FIRE officer and signed by the pilot verifying flight time and rates. Upon any dispute the operator agrees that this will be the guiding document.
3. When an aircraft is released from the Assigned Work Location, demobilization costs will be paid back to the original point-of-hire, provided that is the immediate destination after release. Should an aircraft relocate somewhere other than the original point-of-hire, demobilization costs will be paid to either the original point-

of-hire or final destination, whichever is closer.

#### F. PAYMENT PROCESS

1. Even though pay documents are initiated on location, they may not be completed until a later date. CAL FIRE pay documents are self-invoicing, requiring no invoice.
2. However, if a pay document is not initiated on location and an invoice is required, the invoice shall be submitted, in triplicate, to the billing address indicated by the requesting facility at the time of hiring.
  - a. In the absence of a billing address, submit the invoice to the administrative unit indicated by the three-letter identifier of the order number you were ordered on. A listing of mailing addresses is provided.
  - b. A separate invoice shall be submitted for services provided to each of the administrative units identified by a three-letter identifier if more than one order number was used.
3. The invoice shall state the following information:
  - a. CAL FIRE order and request number and name of fire.
  - b. Beginning and ending Hobbs meter readings.
  - c. All flight rates are wet. If CAL FIRE provides fuel, it shall be listed on the pay document and charged back to the operator at a rate equal to CAL FIRE fuel price. Total cost of fuel provided to an operator's helicopter shall be subtracted from the total amount due the operator for services provided.
  - d. Foam shall be billed to CAL FIRE at the operator's cost plus 10 percent handling fee. Foam may be replaced at CAL FIRE's option.
  - e. Payment for specialized equipment shall also be listed; i.e. fixed retardant tank, FLIR equipment, per diem.
  - f. Stamp the invoice with a small business certification, if qualified, to insure timely payment.

#### G. SUMMARY

The above requirements and operating procedures are the minimum standards CAL FIRE will accept for CWN helicopters and pilots.

An authorized representative of the operator and CAL FIRE shall sign this agreement. Only one agreement shall be completed for each operator regardless of the number of aircraft approved.

**California Department of Forestry  
and Fire Protection – CAL FIRE**

**CALL-WHEN-NEEDED HELICOPTER REQUIREMENTS  
APPROVAL**

This approval page shall be attached to and become part of the California Department of Forestry and Fire Protection – CAL FIRE’s Lease Agreement for the Intermittent Use of Aircraft, FC-107RW.

California Department of Forestry  
and Fire Protection – CAL FIRE

**San Bernardino County**

Company Name (Type or Print)

CAL FIRE Representatives' Name  
(Please print)

**Curt Hagman, Chairman**

Company Representative’s Name  
(Please print)

CAL FIRE Representative's Signature

Representative's Signature

**AUG 10 2021**

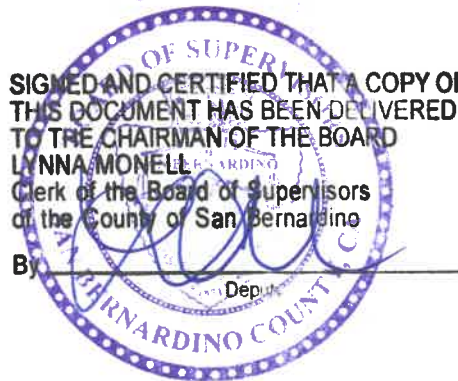
Date

Date

SIGNED AND CERTIFIED THAT A COPY OF  
THIS DOCUMENT HAS BEEN DELIVERED  
TO THE CHAIRMAN OF THE BOARD  
LYNNA MONELL  
Clerk of the Board of Supervisors  
of the County of San Bernardino

By \_\_\_\_\_

Deputy



GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support

enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D

**SPECIAL TERMS AND CONDITIONS**

The following terms and conditions apply to all California Department of Forestry and Fire Protection (CAL FIRE) contracts **unless identified "if applicable"**:

**A. CONTRACT PROVISIONS**

1. Prompt Payment

Upon receipt of a properly submitted, undisputed invoice, State shall pay contractor within forty-five (45) days, or automatically calculate and pay the appropriate late payment penalties as specified in Government Code, Chapter 4.5, section 927. In the event of an emergency, as defined in section 927.11, late payment penalties may not apply. Specific to CAL FIRE, if an invoice from a business under contract with CAL FIRE becomes subject to late payment penalties during the annually declared fire season, then the required payment approval date shall extend 30 calendar days beyond the initial 45-day period.

2. Excise Tax

The State of California is exempt from federal excise taxes for air tanker operations, however it is not exempt for the transportation of persons by air (Air Attack), and will pay accordingly. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. California may pay any applicable sales and use tax imposed by another state.

3. Settlement of Disputes

In the event of a dispute, within ten (10) days of discovery of the problem contractor shall file a "Notice of Dispute" with:

Department of Forestry and Fire Protection  
Attention: Contracts Manager  
P.O. Box 944246  
Sacramento, CA 94244-2460

Within ten (10) days of CAL FIRE receiving contractor's notice, the contracts manager or designee shall advise contractor of the findings and recommend a method to resolve the dispute. Decision of the contracts manager or designee shall be final.

In the event of a dispute, the language contained within this agreement shall prevail over any other language including that of the bid proposal.

4. Right to Terminate (SCM 7.85)

The State reserves the right to terminate this agreement subject to thirty (30) days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause.  
(Refer to GTC, Exhibit C, Item 7. Termination for Cause).

EXHIBIT "D"  
Special Terms and Conditions

5. Asbestos

In the event the contractor who is providing services under a service contract discovers asbestos, contractor shall stop all work immediately and notify the State contract coordinator, construction supervisor and/or project manager. After State has assessed site conditions and extent of asbestos-related work, State shall prepare and award a separate contract to a contractor who is registered and certified for asbestos abatement work. Under both State statute and State regulations found in the California Code of Regulations, a contractor must be certified by State Contractor's License Board and registered with the State Department of Industrial Relations, CAL-OSHA, in order to perform asbestos-related work. Contractor shall resume work under this contract only after the State gives notification to proceed.

6. DVBE Audits

If State determines contract is subject to disabled veteran-owned business enterprise requirements, contractor shall comply with Public Contract Code section 10115 et seq. and California Code of Regulations section 1896.60 et seq. Contractor shall make pertinent records available to State for review, shall permit State access to its premises upon reasonable notice during normal business hours for interviewing employees and inspecting records, and shall maintain records for audit purposes for a period of 3 years after final payment under the contract.

7. Potential Subcontractors

Nothing contained in this agreement or otherwise, shall create any contractual relation between State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. Contractor agrees to be fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

8. Agency Liability

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

EXHIBIT "D"  
Special Terms and Conditions

9. Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.

10. Non Eligible Alien – All Sole Proprietor Contracts – (SCM 2.07)

Contractor shall comply with US Code, Title 8, Section 1621 (a), (b), (c), and (d), concerning aliens or immigrants ineligible for State and local public benefits.

11. Priority Hiring Consideration – Contracts with a Value in Excess of \$200,000

If the resulting contract will have a total contract value of \$200,000 or more, the contractor is hereby advised that it will be obligated to give priority consideration in filling vacancies in positions funded by the resulting contract to qualified recipients of aid under Welfare and Institutions Code Section 11200. This requirement shall not interfere with or require a violation of a collective bargaining agreement, a federal affirmative action obligation for hiring disabled veterans of the Vietnam era, or nondiscrimination compliance laws of California and does not require the employment of unqualified recipients of aid.

**ITEM 12. – 15. - IF APPLICABLE**

12. License and Permits

The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this contract.

If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary, however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to the California Department of Forestry and Fire Protection – Contracts Unit a copy of your business license or incorporation papers for your respective State showing that your company is in good standing in that state.

In the event, any license(s) and/or permit(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition

EXHIBIT "D"  
Special Terms and Conditions

to any other remedies it may have, terminate this contract upon occurrence of such event.

13. Progress Payments

In accordance with the requirements set forth in the State Contracting Manual, Section 7.33 B, the State shall withhold, from the invoiced payment amount to the Contractor, an amount equal to ten percent (10%) of that payment. Such retained amount shall be held by the State and only released to the Contractor upon the State's staff determination that the Contractor has satisfactorily completed all of the required services as itemized on the invoice. If it is determined that an amount is withheld, it shall be released pending final completion of the Agreement.

14. Insurance

Liability insurance is required on new construction of buildings, major repairs or alterations defined as work in excess of \$50,000, on agreements of lesser amount with hazardous activities, excavation, drilling demolition, soil preparation fumigation, elevator maintenance, use or maintenance of any aircraft (fixed wing or rotor) or watercraft, and treatment, removal, storage, or any other handling of hazardous substances including but not limited to toxic waste, petroleum waste, asbestos, and like substances.

Contractor shall furnish to the State a certificate of insurance stating that contractor has general liability insurance, including bodily injury and property damage coverage presently in effect, with a combined single limit (CSL) of not less than \$1,000,000.00 per occurrence for activities performed under this contract.

a. Under this minimum coverage the certificate must show the following:

1. General liability covering bodily injury and property damage;
2. automobile liability insurance if motor vehicles are used; and
3. aircraft liability insurance is required in addition to public liability insurance, if any aircraft is used.

b. **The certificate of insurance must include the following provisions in their entirety:**

1. Insurer will not cancel the insured's coverage without 30 days' prior written notice to State;
2. State of California, its officers, agents, employees, and servants are included as additional insureds for purposes of this contract.

Contractor agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this contract.

If any of these insurance coverages expire during this contract, contractor agrees to provide a new certificate of insurance at least 30 days prior to the insurance expiration. The new certificate of insurance must be for not less than the remainder of the contract or not less than one (1) year.

All insurance certificates are subject to approval by State of California Department of General Services. Contractor agrees to perform no work or services without approved

EXHIBIT "D"  
Special Terms and Conditions

insurance coverage. In the event contractor's insurance coverage ends, the State may, in addition to other remedies, terminate this contract.

Note: State will not provide nor compensate Contractor for any insurance premiums or costs for any type or amount of insurance.

15. Employee Benefits (Only applies to janitorial, housekeeping, custodian, food service, laundry, window cleaning, and security guard services).

Contractor shall provide the following "employee benefits": basic health care, dental services, vision services, holiday pay, vacation pay and retirement benefits to employees in accordance with Government Code section 19134. Contractor's completion and signature of the Employee Benefits Certification Form shall reflect compliance with this requirement. (See Exhibit "E", Employee Benefits Certification Form.)

In order to be paid on the contract, contractor must submit to the contracting agency a monthly written report identifying each preceding months benefits paid. (See Monthly Report of Employee Benefits.)



**PAYEE DATA RECORD**

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 5/2018)

<b>1</b>	<p><b>Requirement to Complete the Payee Data Record, STD 204</b></p> <p>A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.</p> <p>Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&amp;TC).</p>
<b>2</b>	<p>Enter the payee's legal business name. The name must match the name on the payee's tax return as filed with the federal Internal Revenue Service. Sole proprietorships and single member limited liability companies (LLCs) must also include the owner's full name. An individual must list his/her full name as shown on the SSN or as entered on the W-7 form for ITIN.</p> <p>The mailing address should be the address at which the payee chooses to receive correspondence. The business address is the address of the business' physical location.</p>
<b>3</b>	<p>Check only <b>one</b> box that corresponds to the payee business type. Corporations must check the box that identifies the type of corporation.</p> <p>The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by the R&amp;TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&amp;TC section 18662 and its regulations.</p> <p>Payees must provide <b>one</b> of the following TINs on this form: social security number (SSN), individual taxpayer identification number (ITIN), or federal employer identification number (FEIN). The TIN for sole proprietorships, single member LLC (disregarded entities), and individuals is the SSN or ITIN. Only partnerships, estates, trusts, corporations, and LLCs (taxed as partnerships or corporations) will enter their FEIN.</p>
<b>4</b>	<p><b>Are you a California resident or nonresident?</b></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <p style="text-align: center;">Withholding Services and Compliance Section: 1-888-792-4900      E-mail address: <a href="mailto:wscs.gen@ftb.ca.gov">wscs.gen@ftb.ca.gov</a>  For hearing impaired with TDD, call: 1-800-822-6268      Website: <a href="http://www.ftb.ca.gov">www.ftb.ca.gov</a></p>
<b>5</b>	Provide the name, title, email address, signature, and telephone number of the individual completing this form. Provide the date the form was completed.
<b>6</b>	This section must be completed by the state agency requesting the STD 204.

**Privacy Statement**

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.


It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

STATE OF CALIFORNIA  
 Department of Forestry and Fire Protection  
**Contractor Certification Clauses for Services**  
 CAL FIRE-20 (Rev. 02/12) (Page 1 of 3)

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.


<i>Contractor/Firm Name (Printed)</i> San Bernardino County Sheriff's Department Aviation Unit		<i>Federal ID Number</i> 95-6002748
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Curt Hagman, Chairman, Board of Supervisors		
<i>Date Executed</i> AUG 10 2021	<i>Executed in the County of</i> San Bernardino	
<b>ATTENTION CONTRACTOR: Please be sure to initial clauses, where required.</b>		

**1. DARFUR CONTRACTING ACT VENDOR CERTIFICATION FORM CAL FIRE-720:** Under the Darfur Contracting Act (Public Contract Code Sections 10475-10481), if a company that currently, or within the previous three years, has had business activities or other operations outside of the United States submits a bid or proposal for a State of California contract for goods or services, the State agency must require the company to certify that it is not a *scrutinized* company as defined in Public Contract Code Section 10476, or that it is a scrutinized company that has been granted permission by the California Department of General Services to submit a bid or proposal for the contract.

**CONTRACTOR:** You MUST INITIAL either line (a) or (b) below, to indicate your company's current certification requirement:

\_\_\_\_\_ (a) We currently have, or have had within the previous three years, business activities or other operations outside of the United States, and, therefore, are REQUIRED to and shall complete and submit a form CAL FIRE-720 (Darfur Contracting Act Vendor Certification) with our bid or proposal for this contract for goods or services.

OR

 (b) We currently do not have, and have not had within the previous three years, business activities or other operations outside of the United States, and, therefore, are NOT REQUIRED to complete and submit a form CAL FIRE-720 (Darfur Contracting Act Vendor Certification) with our bid or proposal for this contract for goods or services.

**2. STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

**3. DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  - 1) the dangers of drug abuse in the workplace;
  - 2) the person's or organization's policy of maintaining a drug-free workplace;
  - 3) any available counseling, rehabilitation and employee assistance programs; and,
  - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
  - 1) receive a copy of the company's drug-free workplace policy statement; and,
  - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

**4. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

**5. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE-**

**PRO BONO REQUIREMENT:** Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003. Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

**6. EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

**7. SWEATFREE CODE OF CONDUCT:**

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

**8. DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California:

**1. PROMPT PAYMENT CLAUSE:** Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. In the event of an emergency, as defined in section 927.11, late payment penalties may not apply. **Specific to the California Department of Forestry and Fire Protection (CAL FIRE), if an invoice from a business under contract with CAL FIRE becomes subject to late payment penalties during the annually declared fire season, then the required payment approval date shall extend thirty (30) calendar days beyond the initial forty-five (45)-day period, except in the case of a contract with a certified small business, a certified Disabled Veteran Business Enterprise, a non-profit organization, or a non-profit public benefit corporation.**

**2. CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

**3. LABOR CODE/WORKERS' COMPENSATION:** Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

**4. AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

**5. CONTRACTOR NAME CHANGE:** An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

**6. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

**7. RESOLUTION:** A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

**8. AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

**9. PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all contractors that are not another state agency or other governmental entity.

**10. PREVAILING WAGES:** (Rates can be viewed at [www.dir.ca.gov/DLSR](http://www.dir.ca.gov/DLSR))

- 1) In accordance with the provisions of Section 1770 and 1773 of the Labor Code, contractor and any subcontractor shall conform to the general prevailing wages as determined by the Director of Industrial Relations. Copies of these wage rate determinations or amendments may be reviewed at the principal office of the contracting agency.
- 2) In accordance with Labor Code section 1813, contractor shall forfeit to the State a penalty of twenty-five dollars (\$25) for each calendar day or portion thereof for any of contractor's workers or subcontractors paid less than the stipulated prevailing wage.
- 3) Contractor further agrees to pay each worker the difference

between the actual amount paid for each calendar day or portion thereof, and the stipulated prevailing wage rate. This provision does not apply to properly registered apprentices.

- 4) In accordance with Labor Code sections 1810, 1811, and 1814, the maximum hours a worker will be employed is limited to eight (8) hours a day and 40 hours a week, except as permitted below. Contractor shall forfeit twenty-five dollars (\$25) per day as a penalty to the State for each worker employed under the contract in violation of this law.
- 5) In accordance with Labor Code section 1815, contractor is permitted to employ workers more than eight (8) hours a day and 40 hours a week at not less than 1 1/2 times the basic rate of pay.

## DARFUR CONTRACTING ACT VENDOR CERTIFICATION

Pursuant to Public Contract Code Section 10478, if a bidder or proposer currently, or within the previous three years, has had business activities or other operations outside of the United States, it must certify that it is not a ***“scrutinized company”*** as defined in Public Contract Code Section 10476 (**see attached definition**).

Therefore, to be eligible to submit a bid or proposal, please complete the company/vendor information and one of the three following clauses (**NOTE:** Clause #1 requires initials only; Clause #2 requires initials only; Clause #3 requires initials and a certification signature):

DATE <p style="text-align: center; font-size: 1.2em;"><b>AUG 10 2021</b></p>	FEDERAL ID NUMBER <p style="text-align: center;"><b>95-6002748</b></p>
PRINTED COMPANY / VENDOR NAME <p style="text-align: center;"><b>San Bernardino County Sheriff's Department Aviation Unit</b></p>	
PRINTED NAME <u>AND</u> TITLE OF AUTHORIZED PERSON INITIALING AN OPTION BELOW <p style="text-align: center;"><b>Curt Hagman, Chairman, Board of Supervisors</b></p>	

**Complete ONLY ONE of the following:**

1.   
Initials only

We do not currently have, and have not had within the previous three (3) years, business activities or other operations outside of the United States.

OR

2.   
Initials only

We are a *scrutinized company* as defined in Public Contract Code Section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code Section 10477(b). **A copy of the written permission from DGS is included with our bid or proposal.**

OR

3.   
Initials + certification below

We currently have, or we have had within the previous three (3) years, business activities or other operations outside of the United States, but we certify below that we are not a *scrutinized company* as defined in Public Contract Code Section 10476.

**CERTIFICATION for #3**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in #3. This certification is made under the laws of the State of California.

BY (AUTHORIZED SIGNATURE)	
PRINTED NAME <u>AND</u> TITLE OF AUTHORIZED PERSON SIGNING	
DATE EXECUTED	EXECUTED IN THE COUNTY AND STATE OF

**DEFINITION of SCRUTINIZED COMPANY**  
**PUBLIC CONTRACT CODE SECTION 10476**

**10476.** *As used in this article, the following definition applies:*


**"Scrutinized company"** means a company in Sudan that is involved in power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, but **excludes a company that can demonstrate any of the following:**

- (a) *Its business operations are conducted under contract directly and exclusively with the regional government of southern Sudan.*
- (b) *Its business operations are conducted under a license from the Office of Foreign Assets Control, or are expressly exempted under federal law from the requirement to be conducted under such a license.*
- (c) *Its business operations consist of providing goods or services to marginalized populations of Sudan.*
- (d) *Its business operations exclusively consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization.*
- (e) *Its business operations consist of providing goods or services that are used only to promote health or education.*
- (f) *Its business operations with the Government of Sudan will be voluntarily suspended for the entire duration of the contract for goods or services for which they have bid on, or submitted a proposal for, a contract with a state agency.*
- (g) *It has adopted, publicized, and is implementing a formal plan to cease business operations within one year and to refrain from conducting any new business operations.*

CCC 04/2017

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> <b>San Bernardino County Sheriff's Aviation Unit</b>		<i>Federal ID Number</i> <b>95-6002748</b>
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> <b>Curt Hagman, Chairman, Board of Supervisors</b>		
<i>Date Executed</i> <b>AUG 10 2021</b>	<i>Executed in the County of</i> <b>San Bernardino</b>	

**CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

# California Department of Forestry and Fire Protection (CAL FIRE)

## INSTRUCTIONS FOR CALL-WHEN-NEEDED OPERATORS WHO REQUIRE AIRCRAFT OR PILOT INTERAGENCY CARDING (Revised 3/17/2020)

If an aircraft or pilot requires carding, first contact OAS or USFS.

If unavailable, please email CAL FIRE Aviation Management for carding for use in California:

1. **Helicopter Aircraft Carding:** Tony Agosto, [Tony.Agosto@fire.ca.gov](mailto:Tony.Agosto@fire.ca.gov). 916-531-1038.
2. **Helicopter Contracts and Pilot Carding:** Benjamin Berman, [benjamin.berman@fire.ca.gov](mailto:benjamin.berman@fire.ca.gov). 916-704-7102
3. **Fixed-Wing Aircraft Carding:** Russ Knight, [Russ.Knight@fire.ca.gov](mailto:Russ.Knight@fire.ca.gov). 916-531-1770.
4. **Fixed-Wing Contracts and Pilot Carding:** Stu Sprung, [stuart.sprung@fire.ca.gov](mailto:stuart.sprung@fire.ca.gov). 916-223-1255.
5. **Air Rescue Crew Carding:** Stu Sprung, [stuart.sprung@fire.ca.gov](mailto:stuart.sprung@fire.ca.gov). 916-223-1255.

### Aircraft Carding

1. Aircraft must be carded before pilot carding can be conducted. *For initial aircraft carding (aircraft that has never been carded for firefighting before) please allow extra time and contact the appropriate maintenance officer with that information far in advance.* They will be able to provide operators with some valuable guidance on the process.
2. Have appropriate equipment installed on the aircraft prior to inspection, (i.e., AFF, radios, etc.)
  - a. NOTE: Starting in 2021 CAL FIRE will only recognize helicopters with 2 AM and 2 FM radios installed (AUX doesn't count) for HELCO operations.
3. Have maintenance records up to date and available for the aircraft avionics and maintenance inspectors.
4. Have maintenance personnel available to open and close cowlings and access panels.
5. If pilot carding is scheduled after aircraft carding, allow ample time for maintenance inspectors to complete their inspection. Also, anticipate for possible delays, and keep your assigned pilot inspector updated on any scheduling issues.

### Pilot Carding

6. For CAL FIRE pilot carding a pilot inspector will be assigned.
7. No CAL FIRE pilot inspector may fly in an aircraft that is not currently Interagency/CAL FIRE carded.
8. In order to expedite the approval and carding of aircraft and pilots for the CAL FIRE CWN program, please complete and have copies of the following items before the inspector arrives:
  - a. CURRENT and previous (if applicable) FS-5700 (Pilot Qualification & Approval Record Forms
  - b. Prior CAL FIRE or USFS (etc.) pilot card (if applicable)
  - c. FAA Pilot license
  - d. FAA Medical (with EKG as needed)
  - e. Copy of FAR 135 Airman Competency/Proficiency Check (FAA form 8410-3) (As applicable)

- f. Copy of FAR 133 (helicopter) or 137 (airtanker) Competency Endorsement. (As applicable)
  - g. The following courses from [www.iat.gov](http://www.iat.gov).
    - i. MH-1, 2, & 3 (helicopter pilots only) Course Certificates
    - ii. A-110 (Aviation Transport of Haz-Mat) Course Certificate (helicopter pilots only)
  - h. Any additional applicable pilot training records
  - i. Note: These items can be emailed in advance in order to be considered for "paperwork carding" for previously issued Interagency or CAL FIRE pilot cards for the same company and type aircraft, if applicable.
9. Allow ample time in your pilot's schedule for the flight check and safety briefing portion of the inspection.
  10. Have appropriate equipment installed on the aircraft prior to inspection and flight check, (i.e., **dual controls in helicopters**, radios, etc.)
  11. Have valid and current aircraft interagency/CAL FIRE data card available for inspection.

## Pilot Minimum Flight Experience

### Helicopter Pilot

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

\*Flight hour requirements may be reduced by 50% if the pilot submits evidence of satisfactory completion of the manufacturer's approved pilot ground and flight procedures training in the applicable make and model or FS/OAS-accepted equivalent training (accepted equivalency applicable to Type II Helicopters Only).

\*\*The contractor may request that this pilot flight hour requirement be waived for a pilot under special circumstances; however, the waiver may or may not be granted. The contractor should contact the program manager in advance of this need for additional information on this process. No other pilot qualification exceptions will be considered by CAL FIRE.

\*\*\* Weight class is defined as;  
 Small aircraft- aircraft weighing 12,500 lbs. or less.  
 Medium aircraft – aircraft weighing more than 12,500 up to 41,000lbs.  
 Large aircraft – aircraft weighing 41,000 up to 255,000.

Additional Special Mission Requirements:

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

Mountain Flying (see 1).....	200
Mountain Flying Experience – Make and Model.....	10
Vertical Reference (VTR) Experience.....	10*

Annual VTR Recurrency Training ..... 2\*

\*Mandatory for Type I, II & III Exclusive Use and Type I & II CWN Pilots. Optional for CWN Type III Pilots

**1 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. **Applicable to all**

### Air Tactical Pilot

- Pilot (Total Time) ..... 1500 hrs
- In airplanes..... 1200 hrs
- Category (airplane) and class (multi-engine) to be flown ..... 200 hrs
- Night flying to include at least 3 takeoffs and landings to full stop during the 90-days preceding annual pilot approval Multi-Engine and Single-Engine Turbine only..... 100 hrs
- Instrument (50-hrs Actual) ..... 75 hrs
- Cross Country.....500 hrs
- Typical terrain (mountain and low-level) ..... 200 hrs
- Total time in make, model, and series of aircraft to be used.....25 hrs
- Total time in class, preceding 12 months.....100 hrs

### Airtanker Pilot-In-Command (AKP)

- Commercial Pilot Airplane Certificate with Instrument rating or an Airline Transport Pilot (ATP) with appropriate Category Class and Unrestricted Type Rating for the aircraft to be flown.
- Valid Class II (or Class I) FAA Medical Certificate.
- PICs shall meet requirements of 14 CFR Part 61.58(a) instrument currency requirements Part 61.57(c), (d), or (e) proficiency check, or Part 121 equivalency. Part 121 equivalency may be accomplished in FAR part 142 approved simulators as per 61.57 (a)(3), (b)(2), (c)(1) and (d)(1)(ii), and as per 61.58 (e).
- PICs shall meet 14 CFR Part 137.53 congested area requirements. (Pilots not meeting this requirement may be issued an AKP card provided the limitation is noted on the card by the Airtanker Pilot Inspector and a qualified AKI is assigned to every mission).
- At the CAL FIRE's discretion, pilots shall pass a competency and mission proficiency check in make and model aircraft, conducted over typical terrain.
- Proof of completion of the USFS Airtanker Pilot Training Program annually and the National Aerial Firefighting Academy (NAFA) course every 3-years.
- Proof of completion of annual simulator training in standard operating procedures, Crew Resource Management (CRM), Controlled Flight into Terrain (CFIT) prevention, instrument currency, and emergency procedures. Attendance at a professional simulator training center is required.

### AKP Experience

Pilots shall have accumulated 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 CAL FIRE inspector.

- Pilot (Total Time) ..... 1500 hrs
- Pilot-In-Command (Airplane) ..... 1200 hrs

- **Pilot-In-Command Breakdown**
- An unrestricted type rating in the make and model to be flown. Time shall be accumulated after the issuance of the type rating ..... 25 hrs<sup>1</sup>
- Category (airplane) and class (multi-engine) to be flown ..... 200 hrs
- Multi-engine aircraft over 12,500 pounds, if applicable (except for time credit note) time shall be accumulated after receiving type rating) ..... 100 hrs<sup>2</sup>
- During preceding 12-months (Airplanes) ..... 100 hrs<sup>3</sup>
- Instrument (50-hrs Actual) ..... 75 hrs
- Night flying to include at least 3 takeoffs and landings to full stop during the 90-days preceding annual pilot approval in category and class over 12,500 lbs..... 100 hrs
- Typical terrain (mountain and low-level) ..... 200 hrs

During 60 days prior to annual agency Pilot Inspection

- In make and model, to include 5 takeoffs and landings performed from the left seat ..... 5 hrs<sup>4</sup>
- Complete mission training flights by demonstrating and documenting proficiency in dropping a minimum of two full loads of water to a contractor designated mission training pilot. .... 2 hrs
- Demonstrate dropping one full load of water in typical terrain under the observation of an Airtanker Pilot Inspector in the make and model of airtanker to be flown ..... as required

<sup>1</sup> The 25-hours of PIC required shall have been within the past 5-years with an Unrestricted Type rating in make and model to be flown. Time shall be accumulated after the issuance of the type rating. The time in the make and model to be flown may be reduced to 10-hours provided the pilot holds an Initial Attack (AKI) rating and completes training in maneuvers simulating airtanker operations.

<sup>2</sup>Pilots who have flown as SIC in multi-engine airtanker operations may count 50% of that time toward the 100- hours PIC requirement (left seat) to a maximum of 50-hours; or

<sup>3</sup>Or performed as Airtanker Pilot during preceding 12-months.

<sup>4</sup>Initial Attack Training Pilots (AKTP) may perform the make and model experience requirements from either the (left) and/or (right) seat. Dropping loads (water) for the Airtanker Pilot Inspector shall be demonstrated from both the (left) and (right) seat, with a minimum of 2 full loads total dropped.

**Airtanker Second-In-Command (AKC)**

- Commercial Pilot Airplane Certificate with Instrument and Multi-Engine rating
- Valid Class II (or Class I) FAA Medical Certificate.
- AKC shall meet requirements of 14 CFR Part 61.55 and 61.56.
- Proof of completion of the USFS Airtanker Pilot Training Program annually and/or the NAFA course.
  - a. Pilot-In-Command (Airplanes) ..... 800 hrs
  - b. Pilot hours in the Preceding 12-months ..... 100 hrs<sup>1</sup>

<sup>1</sup> Or performed as an AKC in the past 12-months; or received a Type rating in the make and model to be flown in the past 12-months, or pilots previously designated as AKC but who have not acted in that capacity during previous 36-months, shall demonstrate their ability in flight aboard the aircraft to a designated Airtanker Pilot Inspector during the annual pilot approval process.

**Flight Engineer (FE)**

- Shall have a current FAA Flight Engineer (FE) Certificate with appropriate rating issued under 14 CFR Part 63 and meet currency requirements of 14 CFR Part 91.529 (b) with a minimum of 5-hours within 60-days prior to carding.
- Valid Class II FAA Medical Certificate
- Current authorization from Contractor.

## **Air Rescue Crew Certification Requirements**

In order to be certified to provide hoist rescue services for CAL FIRE, operators must meet the minimum equipment and crew requirements & standards established in the [Cal OES FIRESCOPE Hoist Rescue Guidelines \(ICS 801\)](#). Please utilize the ICS 801 manual as a reference for aircraft and crew certification.

Operators must provide documentation of the following requirements and proficiency prior to scheduled pilot and crew carding. CAL FIRE Air Rescue Crew certification must be renewed annually, with crewmember evaluations by a CAL FIRE inspector required at a minimum of once every three years.

Requirements for CAL FIRE *in addition* to those listed in **Section IV- Pilot and Crewmember Training Standards** of the ICS 801 manual are:

### **A. (& B) Pilot & Hoist Rescue Crew Chief Experience Standards**

- Hoist Rescue Ground School (Initial):
  - 70 hours (can include the 10 hours of live flight training listed below). Required curriculum listed in *Section D. Rescue Helicopter Initial Training and Proficiency*.
- Hoist Rescue Flight Training (Initial):
  - 10 hours

### **C. Rescue Technician Experience Standards**

- Hoist Rescue Ground School (Initial):
  - 40 hours (can include 5 hours of live flight training listed below).
- Hoist Rescue Flight Training (Initial):
  - 5 hours

### **D. Rescue Helicopter Initial Training and Proficiency** (*These additional requirements address proficiency, specifically*).

- Upon request, operators with Air Rescue Crew personnel (Pilot, Crew Chief and Rescuer) participating in CAL FIRE Air Rescue Hoist Operations shall be required to provide documentation that hoist skills proficiency has been evaluated by their designated company evaluator a minimum of two (2) times annually, with a maximum time between proficiency verifications of eight (8) months
- Additionally, Air Rescue Crew personnel are required to document a minimum of six (6) hours of Air Rescue training in the prior six (6) month period to maintain proficiency. Training will consist of a minimum of four (4) hours of live evolutions with a variety of rescue devices and a minimum of two (2) hours of classroom, ground school and dry-runs

### **E. Rescue Helicopter Recurrent Training**

- Annual recertification for all crewmembers: 40 hours of lecture and flight operations documented. (Note: Annual proficiency hours may count towards this time.)

**CALIFORNIA DEPARTMENT OF FORESTRY  
AND FIRE PROTECTION (CAL FIRE)**

**Payment Examples**

*EXCERPT*

Payment for CWN helicopters shall be in compliance with the following:

1. Minimum Hourly Payment

Due to CAL FIRE's emphasis on initial attack, the flight hour minimum for each fire dispatch where no standby time is incurred will be one (1) hour.

2. Minimum Daily Payment for a full 9-hour day of availability (applies to both standard and restricted category):

ICS Type I Helicopters (Large)	= Four (4) Flight Hours
ICS Type II Helicopters (Medium)	= Three (3) Flight Hours
ICS Type III Helicopters (Small)	= Two (2) Flight Hours

3. Standard Work Day (Daily Availability)

The standard workday consists of nine (9) hours. The helicopter must be pre-flighted and ready to go prior to beginning the workday. Whenever an operator flies less than the daily minimum hours as noted in item 2, that operator is required to standby until the flight and standby time total nine hours.

Note: the sum of the flight hours and standby hours is used to determine availability; therefore, the daily payment shall consist of either availability hours (standby hours + flight hours) or flight time, whichever amount is greater.

4. First and Last Work Days (exceptions to 9-Hour Work Day)

Payment shall consist of actual standby or the actual flight time, whichever amount is greater. The hourly standby rate is determined by dividing the minimum daily payment (item 2) by nine (normal workday), then multiplying by the actual time worked (not flight time).

5. Mandatory Day Off

During any 14 consecutive days, pilots shall be off duty for two full calendar days. The two days off may be any two 24-hour days sometime within the last fourteen days. They need not be consecutive. A day off must be at least 24 hours long and the pilot shall not be subject to call-up for flight during this period.

A pilot whose total accumulated flight time for the six preceding days exceeds 36 hours shall be placed off duty for the entire next day.

Pilots of aircraft with a required co-pilot (Second in Command) are limited to eight hours of flight time in one duty day.

6. Flight time:

- a. Only paid when ordered by designated person.
- b. All flight time is computed in hours and tenths.
- c. Ferry time will be paid from the helicopter's location at the time of hire.
- d. When an aircraft is released from the assigned work location, demobilization costs will be paid back to the original point-of-hire if that is the immediate destination after release. Should the aircraft not immediately return to the original point-of-hire, demobilization costs will only be paid as they occur, but not to exceed costs for the initial response time to the incident, provided the aircraft is not diverted to another incident.

Upon diversion or if the aircraft is hired directly to another incident, the ordering incident will be responsible for the flight time. If payment documents have been signed prior to any diversion, the contractor will declare to the ordering incident that he has been paid for demobilization flight hours and such payment shall be credited to the ordering fire.

- e. If released to another incident, the ferry flight shall be paid by the receiving incident.

7. Extended Standby

Work hours beyond the standard 9-hour days are paid at the prescribed rate as shown in the federal contract for each required crewmember. This is for personnel only and does not apply to equipment. 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 a fixed \$50 per hour.

8. Authorized Breaks:

- a. Unsafe flight conditions due to adverse weather.
- b. Pilot fatigue.
- c. At the discretion of the helicopter manager.
- d. Mandatory flight time and duty limits.

9. Unavailability:

- a. If flight time exceeds the minimum daily payment, unavailability does not apply.
- b. If flight time does not exceed the minimum daily payment, unavailability will be subtracted in increments of hours and tenths of an hour. However, it is important to remember that you pay

either the availability or the flight time, whichever amount is greater. In other words, don't dock flight hours.

- c. Repeated unavailability is cause for early release.
- d. Repeated equipment failures, such as a leaky or inoperative water bucket, shall also be cause for early release.

10. Additional Personnel:

- a. When requested by the State, contractor may provide a second pilot. If the daily flight time for the helicopter does not exceed 9 hours, the State will pay extended standby for the hours worked for the second pilot. When the daily flight time exceeds 9 hours, the additional pay for the second pilot is no longer applicable.
- b. Transportation costs will be paid only when the second pilot is requested by the State.
- c. Maximum Complement of Personnel by Aircraft Type: (Includes Fuel Service Drivers)  
Type I (Heavy) Helicopters - A maximum of 8 Personnel may be paid, when applicable, extended standby.  
Type II (Medium) Helicopters - A maximum of 4 Personnel may be paid, when applicable, extended standby.  
Type III (Light) Helicopters - A maximum of 3 Personnel may be paid, when applicable, extended standby.  
Note: Managers may pay up to the Maximum Compliment accompanying the aircraft. (See paragraph 12, below)

11. Fuel Truck Mileage

Shall be at the National (Federal) contract rate.

Note: Out-of-state operators are no longer required to comply with CHP hazardous material cargo tank requirements for their fuel trucks, provided they (operators) are under contract to a state or federal agency to conduct fire suppression or other emergency-related activities.

12. Per Diem

Vendors are requested to incorporate their Per Diem costs for all company employees on the incident into their Hourly and Standby aircraft rates. CAL FIRE will no longer pay Per Diem for CWN Helicopter Vendors as a separate rate.

13. Payment for Retardant/Foam Concentrate:

- a. Replaced at the State's option.
- b. Contractor shall be compensated for foam agent at the current market price, or be replaced in kind by the State. In kind replacement from agent may not be from the same manufacturer as provided by the Contractor (see 3833.1.9B [12 of 20] Hired Equipment Rates - Incident Fiscal Management Handbook).

## BASIC FORMULAS:

- Hourly standby rate = daily minimum divided by 9.
- Standby hours = includes flight hours if less than daily minimum.
- Flight cost = hourly flight rate x flight hours.
- Invoice - daily availability or flight time, whichever amount is greater.

## EXAMPLES:

EXAMPLE ONE: Bell UH-1H (ICS Type 2, restricted)  
Flight rate and daily minimum: 3 hours per day @ \$1200 per hour.

SITUATION ONE: Helicopter responds to initial attack but is cancelled while enroute and flies .6 hours. Invoices for \$1200 (1-hour minimum).

SITUATION TWO: Helicopter flies 1.3 hours on initial attack and there is no standby time:  $1.3 \times \$1200 =$  Invoice for \$1560.

SITUATION THREE: Helicopter responds on initial attack. Flight time to the incident is .4 hours. Upon arrival, the helicopter is placed on standby until sunset (5 hours standby): flight time is .8 (to and from incident) which is then added to the standby time to determine total availability - 5.8 hours. Invoice for \$2320.00 (daily minimum divided by 9 x 5.8 hours).

SITUATION FOUR: Same data as situation three only helicopter flies 2.8 hours: availability hours is  $5.8 \times \$400.00 = \$2320.00$ . However, since the flight time cost exceeded the availability cost, invoice would be for \$3360.00 (2.8 hours x \$1200 = \$3360.00).

SITUATION FIVE: Helicopter is assigned to an extended attack incident and is on its second day. The helicopter does not fly, but rather is on standby for 9 hours:  $\$1200 \times 3 = \$3600$  divided by 9 hours standby =  $\$400.00 \times 9$  hours = Invoice for \$3600.00.

SITUATION SIX: Helicopter is on day three and flies 1.2 hours but is out of service and unavailable for 2 hours out of the 9-hour standby period. Even though the operator was docked 2 hours, invoice for availability hours since it is still greater than flight time:  $\$400.00 \times 7$  hours standby = Invoice for \$2800.00.

EXAMPLE TWO: Sikorsky S-64 Skycrane (ICS Type 1)  
Flight rate: \$12,500 per hour  
Daily Minimum: 4 hours  
Authorized Crew: 5

SITUATION ONE: Helicopter flies 4 hours and is available for 14 hours:  $\$12,500 \times 4 = \$50,000$  flight time + 5 hours extended standby x 5 crewmembers x current extended standby rate.

SITUATION TWO: Helicopter flies 3.5 hours at the beginning of the day and then goes out of service for the remainder of the day:  $\$12,500 \times 3.5 +$  Invoice for \$43,750.

As noted in example two, Type 1 helicopters are very expensive and need to be closely monitored to insure maximum utilization/cost effectiveness. Further, consideration should be given to sharing these resources whenever there are multiple incidents which are near each other.

In case of questions, please contact the Aviation Management Helicopter Program, at (916) 561-3330 or (916) 561-3333.