

27 August 2019

The City of San Diego  
Attn: Brent Krohn, Supervising Procurement Contracting Officer  
1200 Third Avenue, Suite 200  
San Diego, California 92101

**RE: RFP No. 10089562-20-K for Helicopter Purchase with Mission Configuration Installation**

Dear Mr. Krohn,

On behalf of Airbus Helicopters, Inc., (AHI) I am pleased to present our proposal for the H125<sup>®</sup> light, single-engine helicopter for the San Diego Police Department's Air Support Unit. We appreciate the opportunity to participate in this process and are confident our proposal accurately demonstrates the proven history of the H125<sup>®</sup> in law enforcement missions and provides the best overall value to the San Diego Police Department (SDPD).

The H125<sup>®</sup> helicopter is the best-selling, single-engine helicopter for law enforcement missions in the U.S. This is due in large part to its low cost of acquisition, low operational costs, powerful performance, mission versatility, and proven reliability.

- Airbus Helicopters worked hard to build and hold a 54% market share for state and federal airborne law enforcement agencies;
- 76% of intermediate single-engine helicopters delivered in North America since 2007 have been Airbus Helicopters.

Both of these statistics indicate Airbus has become the preferred helicopter for the airborne law enforcement community.

Highlights and benefits of the H125<sup>®</sup> include:

- H125<sup>®</sup> is built in the USA, Type Certificated in Columbus, MS
- Lowest Direct Operating Costs in its class
- Largest cabin in its class
- Open architecture with flat floors for tactical operations
- Best pilot perspective with widest viewing angles in class
- Dual redundant hydraulic systems for flight controls
- Arriel 2D engine has 5,000 hour TBO, with plans to achieve 6,000 hour TBO
- Dual channel Full Authority Digital Engine Control - Engine Management System

With 50 years of successful operations in the U.S., AHI will provide the safest and most efficient aircraft to meet the SDPD's mission requirements. In compliance with the geographic specifications of the RFP, AHI has selected Hangar One Avionics, located in Carlsbad, California, as our law enforcement completion subcontractor.

Enclosed is Airbus Helicopters' proposal, detailing the H125<sup>®</sup> aircraft and its capabilities, which provides the best value and strongest solution for SDPD's mission requirements. We look forward to the opportunity to support the San Diego Police Department in your crucial missions.

Best Regards,



Brian K. Reid  
Sr. Director, Commercial Sales  
Airbus Helicopters North America

Attachment 1 – Signed copy of the Addendum A Proposal Signature Page

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

CITY OF SAN DIEGO  
A Municipal Corporation

Airbus Helicopters, Inc.  
Proposer

BY:

2701 North Forum Drive  
Street Address

Kristina Peralta  
Director, Purchasing & Contracting Department


Grand Prairie  
City

(972) 641-5290  
Telephone No.

Date Signed

laura.bowers@airbus.com  
E-Mail

BY:

  
Signature of  
Proposer's Authorized  
Representative

Laura Bowers  
Print Name

Approved as to form this \_\_\_\_ day of

Director of Commercial Offers & Contracts  
Title

\_\_\_\_\_, 20\_\_\_\_.  
MARA W. ELLIOTT, City Attorney

27 August 2019  
Date

BY: \_\_\_\_\_  
Deputy City Attorney

## TAB A

### Submission of Information and Forms

**2.1 Exceptions**

**2.2 Contractor Standards Pledge of Compliance Form**

**2.3 Equal Opportunity Contracting Forms**

**2.5 Licenses**

**2.6.a Manufacturer's Price List**

**2.6.b Additional Information**



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## 2.1. Exceptions

Airbus Helicopters, Inc., provides the following clarifications and requests for revisions to the General Contract Terms and Provisions Applicable to Goods, Services, and Consultant Contracts as noted below.

Article	Existing Verbiage	Proposed Revised Verbiage	Justification
<b>Article IV</b>	<b>Suspension and Termination</b>		
4.3.1	<i><b>4.3.1</b> If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.</i>	<i><b>4.3.1</b> If Contractor fails to satisfactorily cure a default within <del>ten (10)</del> <b>sixty (60)</b> calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.</i>	Contractor will make every effort to cure within ten (10) calendar days but requests that the contract allow sixty (60) calendar days to cure prior to termination of all Contractor rights.
<b>Article V</b>	<b>Additional Contractor Obligations</b>		
5.5	<i><b>5.5 Delay.</b> Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.</i>	<i><b>5.5 Delay.</b> Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. <b>If Contractor fails to cure a delay within sixty (60) calendar days after issuing the written notice to the City, the City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.</b></i>	Contractor is requesting a sixty (60) calendar day cure period for a delay.

Article	Existing Verbiage	Proposed Revised Verbiage	Justification
	<p><b>5.9 Records Retention and Examination.</b> Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.</p>	<p><b>5.9 Records Retention and Examination.</b> Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor <b>shall cooperate with City to provide reasonable price justification information and shall make all price justification and quality</b> records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and record at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.</p>	<p>Contractor wants to clarify that all requested price justification will be provided, however; due to the nature of a firm fixed price contract, Contractor cost data is proprietary, therefore open book audit rights for financial records are not agreed.</p>

Article	Existing Verbiage	Proposed Revised Verbiage	Justification
	<p><b>5.13.1 Criminal Background Certification.</b> Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.</p>	<p><b>5.13.1 Criminal Background Certification.</b> Contractor certifies that all employees working on this Contract have had a criminal background check <b>covering the prior seven (7) years. and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.</b></p>	<p>Requested revisions due to current Human Resources practices of Contractor and proposed subcontractor as listed below.</p> <p>1) Airbus Helicopters performs background checks for the past seven (7) years for all employees. Hiring decision are made on a case by case basis after review of the background check results.</p> <p>2) Anticipated subcontractor, Hangar One, performs only a DOT drug background check.</p>
<b>Article VIII</b>	<b>Bonds</b>		
	<p><b>8.1 Payment and Performance Bond.</b> Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.</p> <p><b>8.1.1 Bond Amount.</b> The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.</p> <p><b>8.1.2 Bond Term.</b> The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond,</p>	<p>Entire section to be removed.</p>	<p>Requirement has been removed. See SDPD Addendum A dated August 2, 2019 - Question 9</p>

Article	Existing Verbiage	Proposed Revised Verbiage	Justification
	<p><i>which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.</i></p> <p><b>8.1.3 Bond Surety.</b> <i>The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."</i></p> <p><b>8.1.4 Non-Renewal or Cancellation.</b> <i>The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.</i></p> <p><b>8.2 Alternate Security.</b> <i>City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.</i></p>		

## TAB A

### Submission of Information and Forms

2.1 Exceptions

2.2 Contractor Standards Pledge of Compliance  
Form

2.3 Equal Opportunity Contracting Forms

2.5 Licenses

2.6.a Manufacturer's Price List

2.6.b Additional Information

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**City of San Diego**  
**CONTRACTOR STANDARDS**  
**Pledge of Compliance**

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

“Principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

**This form contains 10 pages, additional information may be submitted as part of *Attachment A*.**

**A. BID/PROPOSAL/SOLICITATION TITLE:**

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**B. BIDDER/PROPOSER INFORMATION:**

Legal Name		DBA	
Street Address	City	State	Zip
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest\* of all persons who are directly or indirectly involved\*\* in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

\* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.



\*\* Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

**C. OWNERSHIP AND NAME CHANGES:**

1. In the past five ten (5) years, has your firm changed its name?

**Yes** **No**

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?

**Yes** ☐ **No**

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?

**Yes** **No**

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

**D. BUSINESS ORGANIZATION/STRUCTURE:**

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

**Corporation** Date incorporated: \_\_\_\_\_ State of incorporation: \_\_\_\_\_

List corporation's current officers: President: \_\_\_\_\_  
 Vice Pres: \_\_\_\_\_  
 Secretary: \_\_\_\_\_  
 Treasurer: \_\_\_\_\_

Type of corporation: C Subchapter S

Is the corporation authorized to do business in California: **Yes** **No**

If **Yes**, after what date: \_\_\_\_\_

Is your firm a publicly traded corporation?                      **Yes**                      **No**

If **Yes**, how and where is the stock traded? \_\_\_\_\_

If **Yes**, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

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Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods?   **Yes**                      **No**

If **Yes**, please use Attachment A to disclose.

Please list the following:                      Authorized                      Issued                      Outstanding

a.	Number of voting shares:	_____	_____	_____
b.	Number of nonvoting shares:	_____	_____	_____
c.	Number of shareholders:			_____
d.	Value per share of common stock:		Par	\$ _____
			Book	\$ _____
			Market	\$ _____

**Limited Liability Company** Date formed: \_\_\_\_\_ State of formation: \_\_\_\_\_

List the name, title and address of members who own ten percent (10%) or more of the company:

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**Partnership** Date formed: \_\_\_\_\_ State of formation: \_\_\_\_\_

List names of all firm partners:

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**Sole Proprietorship** Date started: \_\_\_\_\_

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

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**Joint Venture** Date formed: \_\_\_\_\_

List each firm in the joint venture and its percentage of ownership:

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**Note:** To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?

**Yes                      No**

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?

**Yes                      No**

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

**Yes                      No**

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

**Yes                      No**

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

**Yes                      No**

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?

**Yes                      No**

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: B2015040325 Year Issued: 2015

#### F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

☐ Yes ☒ No

If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

☐ Yes ☒ No

If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

☐ Yes ☒ No

If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

☐ Yes ☒ No

If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

☐ Yes ☒ No

If Yes, use Attachment A to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

☐ Yes ☒ No

If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: San Antonio Police Department

Contact Name and Phone Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Date: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Requirements of Contract: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Name and Phone Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Date: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Requirements of Contract: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Name and Phone Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Date: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Requirements of Contract: \_\_\_\_\_

#### **G. COMPLIANCE:**

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

**Yes**

**No**

If **Yes**, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

**Yes**

**No**

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

#### H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes                      No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes                      No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes                      No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

Yes                      No

If **Yes**, please disclose the names of those relatives in Attachment A.

#### I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?

Yes                      No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

Yes                      No

Certification # \_\_\_\_\_

3. Are you certified as any of the following:

a. Disabled Veteran Business Enterprise Certification # \_\_\_\_\_

b. Woman or Minority Owned Business Enterprise Certification # \_\_\_\_\_

c. Disadvantaged Business Enterprise Certification # \_\_\_\_\_

#### J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws?    Yes                      No                      If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

## K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor License No.: N/A DIR Registration No.: N/A

Sub-Contract Dollar Amount: \$ N/A (per year) \$ \_\_\_\_\_\* (total contract term)

Scope of work subcontractor will perform: \_\_\_\_\_

Identify whether company is a subcontractor or supplier: \_\_\_\_\_

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive

participation credit. **\*Pricing for completion of one airframe only. Excludes potential option aircraft.**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor License No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_

Sub-Contract Dollar Amount: \$ \_\_\_\_\_ (per year) \$ \_\_\_\_\_ (total contract term)

Scope of work subcontractor will perform: \_\_\_\_\_

Identify whether company is a subcontractor or supplier: \_\_\_\_\_

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive

participation credit.

## L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San



Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

**M. TYPE OF SUBMISSION:** This document is submitted as:

Initial submission of *Contractor Standards Pledge of Compliance*

Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement

Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement

Update of prior *Contractor Standards Pledge of Compliance* dated \_\_\_\_\_.

**Complete all questions and sign below.**

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

- (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).
- (c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

**Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.**

Laura Bowers, Director of Contracts  
Name and Title

  
Signature

27 August 2019  
Date

**City of San Diego**  
**CONTRACTOR STANDARDS**  
**Attachment "A"**

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed.  
Print in ink or type responses and indicate question being answered.

**Question E.6**

Airbus Helicopters, Inc. (AHI) has no outstanding liens or judgments. AHI is a party to litigation over accidents involving Airbus helicopters. Only one such action involves an Airbus H125 helicopter: State of New Mexico, Risk Management Division, Lexington Insurance Company, & Edward Nieto v. PHI Air Medical, Inc. & Airbus Helicopters, Inc., Case No. D-101-CV-2017-00975, First Judicial District Court, Santa Fe County, New Mexico.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Laura Bowers, Director of Contracts  
Print Name, Title

  
Signature

27 August 2019  
Date

## TAB A

### Submission of Information and Forms

2.1 Exceptions

2.2 Contractor Standards Pledge of Compliance  
Form

2.3 Equal Opportunity Contracting Forms

2.5 Licenses

2.6.a Manufacturer's Price List

2.6.b Additional Information

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## **TAB A**

### **Submission of Information and Forms**

#### **2.3 Equal Opportunity Contracting Forms**

**A. (AA.) Contractors Certification of Pending Actions Form (AHI)**

**B. (AA.) Contractors Certification of Pending Actions Form (Hangar One)**

**C. (BB.) Workforce Report (AHI Texas)**

**D. (BB.) Workforce Report (AHI Mississippi)**

**E. (BB.) Workforce Report (Hangar One)**

The City of

**SAN DIEGO**



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**AA. CONTRACTOR CERTIFICATION OF PENDING ACTIONS**

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

**CHECK ONE BOX ONLY.**


- ☐ The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
- ☒ The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN
7/20/2010	Columbus, MS	EEOC charge - sex discrimination/litigation	Y	dismissed	Voluntary dismissal of suit by claimant
9/28/2010	Columbus, MS	EEOC charge - sex discrimination/litigation	Y	dismissed	Dismissed for failure to state claim
4/8/2011	Columbus, MS	EEOC charge - race discrimination	N	dismissed	Settlement with charging party
5/3/2011	Columbus, MS	EEOC charge - disability discrimination	N	dismissed	Settlement with charging party
2/21/2013	Columbus, MS	EEOC charge - race discrimination	N	dismissed	Settlement with charging party

***See the table below for the continuation of this list.***

Contractor Name: Airbus Helicopters, Inc.

Certified By Abe Kulkarni Title Legal Counsel

DocuSigned by:  
  
 Name  
 Date 8/27/2019  
 Signature

***Continued from table above.***

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN
4/1/2014	Grand Prairie, TX	EEOC charge - age discrimination	N	dismissed	Settlement with charging party
6/25/2014	Columbus, MS	EEOC charge - age discrimination	N	dismissed	Settlement with charging party
1/13/2015	Grand Prairie, TX	EEOC charge - disability discrimination	N	dismissed	No evidence of violations
1/18/2015	Columbus, MS	EEOC charge - sex discrimination	N	dismissed	Improper filing
4/12/2017	Grand Prairie, TX	EEOC charge - race/sex discrimination	N	dismissed	Settlement with charging party
1/19/2018	Columbus, MS	EEOC charge - race discrimination	N	dismissed	Settlement with charging party
2/14/2018	Grand Prairie, TX	EEOC charge - disability discrimination	N	withdrawn	Settlement with charging party



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## **TAB A**

### **Submission of Information and Forms**

#### **2.3 Equal Opportunity Contracting Forms**

A. (AA.) Contractors Certification of Pending Actions Form (AHI)

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C. (BB.) Workforce Report (AHI Texas)

D. (BB.) Workforce Report (AHI Mississippi)

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The City of

**SAN DIEGO**



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## AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

### CHECK ONE BOX ONLY.

- ☒ The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
- ☐ The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: Hangar One Avionics Inc.

Certified By Ken Piland Title Manager

Name

Ken Piland

Signature

Date August 22, 2019

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## **TAB A**

### **Submission of Information and Forms**

#### **2.3 Equal Opportunity Contracting Forms**

A. (AA.) Contractors Certification of Pending Actions Form (AHI)

B. (AA.) Contractors Certification of Pending Actions Form (Hangar One)

**C. (BB.) Workforce Report (AHI Texas)**

D. (BB.) Workforce Report (AHI Mississippi)

E. (BB.) Workforce Report (Hangar One)

The City of

**SAN DIEGO**



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**EQUAL OPPORTUNITY CONTRACTING (EOC)**

1200 Third Avenue, Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

**BB. WORK FORCE REPORT**

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED  
CONTRACTOR IDENTIFICATION**

Type of Contractor: ☐ Construction ☒ Vendor/Supplier ☐ Financial Institution ☐ Lessee/Lessor  
☐ Consultant ☐ Grant Recipient ☐ Insurance Company ☐ Other

Name of Company: Airbus Helicopters, Inc.

ADA/DBA: Airbus Helicopters, Inc.

Address (Corporate Headquarters, where applicable): 2701 N. Forum Drive

City: Grand Prairie County: United States State: Texas Zip: 75052

Telephone Number: (972) 641-0000 Fax Number: (972) 641-3419

Name of Company CEO: Romain Trapp

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Business: Helicopter Manufacturing Type of License: \_\_\_\_\_

The Company has appointed: Robert Boman

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 2701 N. Forum Dr. Grand Prairie, TX 75052

Telephone Number: 972-641-3541 Fax Number: 972-641-3448 Email: robert.boman@eurocopterusa.com

- ☐ One San Diego County (or Most Local County) Work Force – Mandatory  
☐ Branch Work Force \*  
☒ Managing Office Work Force

*Check the box above that applies to this WFR.*

*\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of Airbus Helicopters, Inc

(Firm Name)

Tarrant County, Texas hereby certify that information provided  
(County) (State)

herein is true and correct. This document was executed on this 15th August, 2019

Susan E. Davis

(Authorized Signature)

Digitally signed by Susan E. Davis  
DN: cn=Susan E. Davis, o=Airbus Helicopters, Inc, ou=HR, email=susan.davis@airbus.com, c=US  
Date: 2019.08.16 08:21:58 -0500

Susan E. Davis

(Print Authorized Signature Name)

Digitally signed by Susan E. Davis  
DN: cn=Susan E. Davis, o=Airbus Helicopters, Inc, ou=HR, email=susan.davis@airbus.com, c=US  
Date: 2019.08.16 08:22:09 -0500



**WORK FORCE REPORT – Page 2**NAME OF FIRM: Airbus Helicopters, Inc.DATE: 27 August 2019OFFICE(S) or BRANCH(ES): Headquarters (Grand Prairie, TX)COUNTY: Tarrant

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- |                                      |   |
|--------------------------------------|---|
| (1) Black or African-American        | (5) Native Hawaiian or Pacific Islander                 |
| (2) Hispanic or Latino               | (6) White   |
| (3) Asian                            | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native |   |

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	4	5	6	0	0	0	0	0	0	1	45	13	1	0
Professional	9	10	12	7	6	2	1	1	0	0	110	34	1	0
A&E, Science, Computer	2	0	1	1	4	1	0	1	0	0	28	6	0	0
Technical	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales	0	0	0	0	0	0	0	0	0	0	14	2	0	0
Administrative Support	3	14	7	3	1	1	0	0	0	0	13	21	1	2
Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Crafts	4	0	4	0	10	0	0	0	0	0	52	5	1	1
Operative Workers	7	3	6	1	0	0	0	0	0	0	8	1	1	1
Transportation	0	0	0	0	0	0	0	0	0	0	14	2	0	0
Laborers*	0	0	0	0	0	0	0	0	0	0	0	0	0	0

\*Construction laborers and other field employees are not to be included on this page

Totals Each Column	29	31	36	12	21	4	1	2	0	1	284	84	5	4
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**Grand Total All Employees**

**514**

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	7	7	10	3				1			83	28		
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

**WORK FORCE REPORT – Page 3**NAME OF FIRM: Airbus Helicopters, Inc.DATE: 27 August 2019OFFICE(S) or BRANCH(ES): Headquarters (Grand Prairie, TX)COUNTY: Tarrant

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- |                                      |   |
|--------------------------------------|---|
| (1) Black or African-American        | (5) Native Hawaiian or Pacific Islander                 |
| (2) Hispanic or Latino               | (6) White   |
| (3) Asian                            | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native |   |

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Carpenters	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Carpet, Floor & Tile Installers Finishers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cement Masons, Concrete Finishers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Construction Laborers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Drywall Installers, Ceiling Tile Inst	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Electricians	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Elevator Installers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
First-Line Supervisors/Managers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Glaziers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Helpers; Construction Trade	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Millwrights	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Misc. Const. Equipment Operators	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Painters, Const. & Maintenance	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pipelayers, Plumbers, Pipe & Steam Fitters	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Plasterers & Stucco Masons	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Roofers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Security Guards & Surveillance Officers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sheet Metal Workers	0	0	3	0	0	0	0	0	0	0	8	0	0	0
Structural Metal Fabricators & Fitters	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Welding, Soldering & Brazing Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Workers, Extractive Crafts, Miners	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Totals Each Column	0	3	0	0	0	0	0	0	0	0	8	0	0	0
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<b>Grand Total All Employees</b>	11
----------------------------------	----

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	0	0	0	0	0	0	0	0	0	0	2	0	0	0
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## **TAB A**

### **Submission of Information and Forms**

#### **2.3 Equal Opportunity Contracting Forms**

A. (AA.) Contractors Certification of Pending Actions Form (AHI)

B. (AA.) Contractors Certification of Pending Actions Form (Hangar One)

C. (BB.) Workforce Report (AHI Texas)

**D. (BB.) Workforce Report (AHI Mississippi)**

E. (BB.) Workforce Report (Hangar One)



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## EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

### BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

#### NO OTHER FORMS WILL BE ACCEPTED CONTRACTOR IDENTIFICATION

Type of Contractor: ☐ Construction ☒ Vendor/Supplier ☐ Financial Institution ☐ Lessee/Lessor  
☐ Consultant ☐ Grant Recipient ☐ Insurance Company ☐ Other

Name of Company: Airbus Helicopters, Inc.

ADA/DBA: Airbus Helicopters, Inc.

Address (Corporate Headquarters, where applicable): 2701 N. Forum Drive

City: Grand Prairie County: United States State: Texas Zip: 75052

Telephone Number: (972) 641-0000 Fax Number: (972) 641-3419

Name of Company CEO: Romain Trapp

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Business: Helicopter Manufacturing Type of License: \_\_\_\_\_

The Company has appointed: Robert Boman

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 2701 N. Forum Dr. Grand Prairie, TX 75052

Telephone Number: 972-641-3541 Fax Number: 972-641-3448 Email: robert.boman@eurocopterusa.com

- ☐ One San Diego County (or Most Local County) Work Force – Mandatory  
☒ Branch Work Force \*  
☐ Managing Office Work Force

*Check the box above that applies to this WFR.*

*\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of Airbus Helicopters, Inc

(Firm Name)

Tarrant County, Texas hereby certify that information provided  
(County) (State)

herein is true and correct. This document was executed on this 15th August, 2019

Susan E. Davis

(Authorized Signature)

Susan E. Davis

(Print Authorized Signature Name)

**WORK FORCE REPORT – Page 2**NAME OF FIRM: Airbus Helicopters, Inc.DATE: 27 August 2019OFFICE(S) or BRANCH(ES): Manufacturing and Delivery Center (Columbus, MS)COUNTY: Lowndes

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- |                                      |   |
|--------------------------------------|---|
| (1) Black or African-American        | (5) Native Hawaiian or Pacific Islander                 |
| (2) Hispanic or Latino               | (6) White   |
| (3) Asian                            | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native |   |

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	0	1	0	0	0	0	0	0	0	0	21	3	0	0
Professional	0	2	1	0	0	0	0	0	0	0	10	8	0	0
A&E, Science, Computer	0	0	0	0	1	0	0	0	0	0	11	2	0	0
Technical	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales	0	0	0	0	0	0	0	0	0	0	1	0	0	0
Administrative Support	1	1	0	0	0	1	0	0	0	0	9	7	0	0
Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Crafts	19	7	2	0	0	2	1	0	0	0	88	8	0	1
Operative Workers	3	3	0	0	0	0	0	0	0	0	3	1	0	0
Transportation	0	0	0	0	0	0	0	0	0	0	1	0	0	0
Laborers*	0	0	0	0	0	0	0	0	0	0	0	0	0	0

\*Construction laborers and other field employees are not to be included on this page

Totals Each Column	23	14	3	0	1	3	1	0	0	0	144	29	0	1
--------------------	----	----	---	---	---	---	---	---	---	---	-----	----	---	---

**Grand Total All Employees**

**219**

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	3	3	0	0	0	0	1	0	0	0	26	6	0	0
----------	---	---	---	---	---	---	---	---	---	---	----	---	---	---

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

**WORK FORCE REPORT – Page 3**NAME OF FIRM: Airbus Helicopters, Inc.DATE: 27 August 2019OFFICE(S) or BRANCH(ES): Manufacturing and Delivery Center (Columbus, MS)COUNTY: Lowndes

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- |                                      |   |
|--------------------------------------|---|
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| (2) Hispanic or Latino               | (6) White   |
| (3) Asian                            | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native |   |

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Carpenters	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Carpet, Floor & Tile Installers Finishers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cement Masons, Concrete Finishers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Construction Laborers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Drywall Installers, Ceiling Tile Inst	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Electricians	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Elevator Installers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
First-Line Supervisors/Managers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Glaziers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Helpers; Construction Trade	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Millwrights	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Misc. Const. Equipment Operators	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Painters, Const. & Maintenance	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pipelayers, Plumbers, Pipe & Steam Fitters	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Plasterers & Stucco Masons	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Roofers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Security Guards & Surveillance Officers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sheet Metal Workers	2	0	0	0	0	0	0	0	0	0	12	0	0	0
Structural Metal Fabricators & Fitters	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Welding, Soldering & Brazing Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Workers, Extractive Crafts, Miners	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Totals Each Column	0	0	0	0	0	0	0	0	0	0	8	0	0	0
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<b>Grand Total All Employees</b>	11
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Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	0	0	0	0	0	0	0	0	0	0	1	0	0	0
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# AIRBUS

## TAB A

### Submission of Information and Forms

#### 2.3 Equal Opportunity Contracting Forms

A. (AA.) Contractors Certification of Pending Actions Form (AHI)

B. (AA.) Contractors Certification of Pending Actions Form (Hangar One)

C. (BB.) Workforce Report (AHI Texas)

D. (BB.) Workforce Report (AHI Mississippi)

E. (BB.) Workforce Report (Hangar One)

The City of

**SAN DIEGO**



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**EQUAL OPPORTUNITY CONTRACTING (EOC)**

1200 Third Avenue, Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

**BB. WORK FORCE REPORT**

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED  
CONTRACTOR IDENTIFICATION**

Type of Contractor: ☐ Construction ☒ Vendor/Supplier ☐ Financial Institution ☐ Lessee/Lessor  
☐ Consultant ☐ Grant Recipient ☐ Insurance Company ☐ Other

Name of Company: Hangar One Avionics Inc.

ADA/DBA: \_\_\_\_\_

Address (Corporate Headquarters, where applicable): 2026 Palomar Airport Rd.

City: Carlsbad County: San Diego State: CA Zip: 92011

Telephone Number: 760-929-2270 Fax Number: 760-683-6980

Name of Company CEO: Ken Piland

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Business: Aviation Services Type of License: FAA 145 Repair Station #1HGR058B

The Company has appointed: Ken Piland

As its Equal Employment Opportunity Officer (EEEO). The EEEO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEEO may be contacted at:

Address: 2026 Palomar Airport Rd. Carlsbad CA 92011

Telephone Number: 760-929-2270 Fax Number: 760-683-6980 Email: ken@h1avionics.com

- ☒ One San Diego County (or Most Local County) Work Force - Mandatory  
☐ Branch Work Force \*  
☐ Managing Office Work Force

*Check the box above that applies to this WFR.*

*\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of Hangar One Avionics Inc.

(Firm Name)

San Diego, CA hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 22 day of August, 2019



(Authorized Signature)

Ken Piland

Digitally signed by Ken Piland  
Date: 2019.08.22 09:52:23 -07'00'

(Print Authorized Signature Name)

**WORK FORCE REPORT – Page 2**NAME OF FIRM: Hangar One Avionics Inc.DATE: 8/22/19OFFICE(S) or BRANCH(ES): Hangar One Avionics Inc.COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- |                                      |   |
|--------------------------------------|---|
| (1) Black or African-American        | (5) Native Hawaiian or Pacific Islander                 |
| (2) Hispanic or Latino               | (6) White   |
| (3) Asian                            | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native |   |

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial											1			
Professional														
A&E, Science, Computer														
Technical														
Sales														
Administrative Support											1			
Services														
Crafts			3								20			
Operative Workers														
Transportation														
Laborers*														

\*Construction laborers and other field employees are not to be included on this page

Totals Each Column			3								22			
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Grand Total All Employees

25

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled		0	0	0	0	0	0	0	0	0	0	0	0	0
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

**WORK FORCE REPORT – Page 3**NAME OF FIRM: Hangar One Avionics Inc.DATE: August 22 2019OFFICE(S) or BRANCH(ES): Hangar One Avionics Inc.COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- |                                      |   |
|--------------------------------------|---|
| (1) Black or African-American        | (5) Native Hawaiian or Pacific Islander                 |
| (2) Hispanic or Latino               | (6) White   |
| (3) Asian                            | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native |   |

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians			1								7			
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance			1								1			
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers			1								14			
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column			3								22			
--------------------	--	--	---	--	--	--	--	--	--	--	----	--	--	--

<b>Grand Total All Employees</b>	<b>25</b>
----------------------------------	-----------

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled			0								0			
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## TAB A

### Submission of Information and Forms

2.1 Exceptions

2.2 Contractor Standards Pledge of Compliance  
Form

2.3 Equal Opportunity Contracting Forms

**2.5 Licenses**

2.6.a Manufacturer's Price List

2.6.b Additional Information



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# AIRBUS

## TAB A

### Submission of Information and Forms

#### 2.5 Licenses

**A. H125 Type Certificate**

B. FAA Repair Station Certificate (AHI Texas)

C. FAA Repair Station Certificate (AHI  
Mississippi)

D. FAA Repair Station Certificate (Hangar One)

E. FAR Report (Hangar One)

The City of

**SAN DIEGO**



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H9EU  
Revision 23  
Airbus Helicopters  
AS350C  
AS350D  
AS350D1  
AS350B  
AS350B1  
AS350B2  
AS350BA  
AS350B3  
EC130B4  
EC130T2  
November 18, 2014

TC Holder Record: Eurocopter France changed name to Airbus Helicopters on January 1, 2014.

1. Lycoming LTS 101 600A with Bendix power turbine governor  
Lycoming P/N 4.301.101.04

- Normal fuels: Kerosene, MIL-T-5624 (JP5); ASTM D1655 jet A and A1
- Wide Cut: MIL-T-5624 (JP4); STM D1655 Jet B
- Emergency Fuel:  
(Maximum viscosity: 12 centistokes (See corresponding limitations in Lycoming installation manual under "Installation Instructions").

- Automotive Diesel Fuel: ASTM D975 (N° 2D) or lighter
  - Synthetic oil (5 Cst) MIL.L.23699
  - Synthetic oil (3 Cst) MIL.L.7808
- Mixing of these oils are not permitted.

- |                                  |                     |
|----------------------------------|---------------------|
| - Power Ratings (Sea Level, ISA) |                     |
| Takeoff (5 mn)                   | 592 shp.            |
| Max. Continuous                  | 505 shp.            |
| - Gas Generator Speeds           |                     |
| Takeoff (5 mn)                   | 48,825 rpm (102%)   |
| Max. Continuous                  | 48,060 rpm (100.4%) |
| Transient                        | 49,685 rpm (103.8%) |
| - Engine Gear Box Limitations    |                     |
| Takeoff                          | 592 shp.            |
| Max. Continuous                  | 505 shp.            |

[illegible]

Engine Limits. (Cont'd)

- Exhaust Gas Temperature (T4)	
Takeoff	706°C
Max. Continuous	732°C
Transient	843°C
Starting Max. *	899°C

\* Time Limit 12 seconds above 799°C

Transmission Limits.

	<u>TORQUE</u>	<u>SHP.</u>	<u>KW.</u>
Maximum takeoff power (5 mn)	101%	531	396
Maximum continuous	101%	531	396

Helicopter Limits.

Maximum takeoff (5 mn)	101%	531	396
Maximum continuous	96%	505	377

Maximum Weight.

4300 lb. (see NOTE 6)

---

**II. Model AS-350D "ASTAR" (Normal Category) Helicopter, approved July 6, 1978.**


---

Same as Model AS-350C except for more powerful LTS 101 600A2 engine.

Engine.

## 1. Lycoming LTS 101-600A-2

- Normal Fuels: Kerosene; MIL-T-5624 (JP5); ASTM D1655 Jet A and A1
- Wide Cut: MIL-T-5624 (JP4); ASTM D1655 Jet B
- Emergency Fuel:
- Automotive Diesel Fuel: ASTM D975 (N° 2D) of lighter.
- Synthetic oil (5 Cst) MIL.L.23699
- Synthetic oil (3 Cst) MIL.L.7808

Mixing of these oils is not permitted.

Engine Limits.

- Power Ratings (Sea Level , ISA)
 

Takeoff (5 min.)	615 shp.
Max. Continuous	590 shp.
- Gas Generator Speeds
 

Takeoff (5 mn)	49,638 rpm
Max. Continuous	49,159 rpm
Transient	50,548 rpm
- Exhaust Gas Temperature (T4)
 

Takeoff	771°C
Max. Continuous	760°C
Transient Max. *	843°C
Starting Max. *	899°C

\* Time limit 12 seconds above 818°C

Transmission Limits.

	<u>TORQUE</u>	<u>SHP</u>	<u>KW</u>
Maximum takeoff power (5 min)	101%	531	396
Maximum Continuous	101%	531	396

Helicopter Limits.

- Torque : Same as transmission limits
- Other Limits : Same as engine limits except for:

Max. continuous gas generator speed 48,930 r.p.m. (102.2%)  
 Max. continuous gas temperature 744°C

Maximum Weight.

4300 lb (See NOTE 6).

---

**III. Model AS-350D1 "ASTAR" (Normal Category) Helicopter, approved August 4, 1978.**


---

Same as Model AS 350D except for maximum weight.

Maximum Weight. 4000 lb (See NOTE 5)

---

**IV. Model AS-350B "ECUREUIL" (Normal Category) Helicopter, approved November 9, 1978.**


---

Engine. 1 TURBOMECA Arriel 1B

Fuel.

- Normal Fuels: Kerosene; MIL-T-83133; ASTM D1655 Jet A1, Jet A
- Wide Cut (JP4), MIL-T-5624; ASTM D1655 Jet B
- High flash point (JP 5); MIL-T-5624
- Emergency Fuel See NOTE

Oil.

- Synthetic oil (5 Cst) MIL.L.23699
- Synthetic oil (3 Cst) MIL.L.7808
- Synthetic oil (3 Cst)
- Synthetic oil (3.9 Cst) Aeroshell Turbine Oil 390

Mixing of these oils is not permitted.

Engine Limits.

- Power Ratings (Sea Level, ISA)
  - Takeoff (5 min) 641 shp.
  - Max. Continuous 590 shp.
- Gas Generator Speeds (Sea Level), ISA
  - Takeoff 51,800 rpm (100%)
  - Max. Continuous 50,750 rpm ( 98%)
  - Transient 54,400 rpm (105%)
- Engine Gear Box Limitations
  - Max. torque stabilized 109% (100% corresponds to 641 shp at 6,000 rpm power shaft speed)
- Exhaust Gas Temperature (T4)
  - Takeoff 810°C
  - Max. Continuous 775°C
  - Starting max. 840°C

<u>Transmission Limits.</u>	<u>TORQUE</u>	<u>SHp</u>	<u>KW</u>
Maximum takeoff power (5 min)	83%	531	396
Maximum continuous	83%	531	396

<u>Helicopter Limits.</u>			
Maximum takeoff (5 min)	83%	531	396
Maximum continuous	83%	531	396

Maximum Weight. 4300 lb (see NOTE 6)

---

**V. Model AS 350B1 "ECUREUIL" (Normal Category) Helicopter, approved February 13, 1987.**


---

Similar to AS 350B except Turbomeca Arriel 1D engine, main and tail rotors as AS 355F1, maximum weight, other changes.

Engine. 1 TURBOMECA ARRIEL 1D.

Fuel. Refer to Flight Manual AS 350B1 for approved and additive specification.

Oil. Refer to Flight Manual AS 350B1 for approved and additive specification.

Engine Limits.

## - Power Ratings (Sea Level, ISA)

Takeoff (5 min)	684 shp.
Max. Continuous	603 shp.

## - Gas Generator Speeds (Sea Level, ISA)

Takeoff	52,215	(100.8%)
Max. Continuous	50,764	( 98%)
Transient	54,650	(105.5%)

## - Engine Gear Box Limitations

Max. torque stabilized 109.2% (100% corresponds to 641 shp at 6000 rpm power shaft speed)

## - Exhaust Gas Temperature (T4)

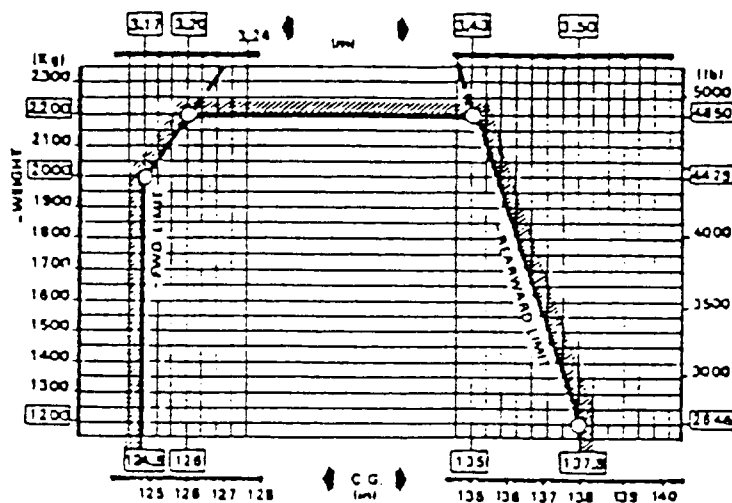
Takeoff	845°C
Max. Continuous	795°C
Starting Max.	865°C

Helicopter Limits.

	<u>TORQUE</u>	<u>KW</u>
Maximum torque = IAS 40 knots or higher	94%	450
IAS below 40 knots	100%	478

Maximum Weight.

4850 lb (See NOTE 6)

C.G. Range.LongitudinalLateral

Right 5.51 in

Left 7.08 in

Rotor Speeds.In autorotation

Maximum 430 rpm

Minimum 320 rpm

In power-on flight

390 + 4 rpm

- 5 rpm

Rotor Low Speed Warning.

Aural at 360 rpm.

Airspeed Limits.

Never exceed speed  $V_{NE}$  power on:  
155 Kt at Zero pressure altitude

Never exceed speed  $V_{NE}$  power-off:  
125 Kt at Zero pressure altitude

See Rotorcraft Flight Manual for decrease of these values with altitude and temperature.

# VI. Model AS 350B2 "ECUREUIL" (Normal Category) Helicopter, approved June 8, 1990.

Similar as to AS350B1 except Turbomeca ARRIEL 1D1 engine, maximum weight, other changes.

Engine.

1 TURBOMECA ARRIEL 1D1

Fuel.

Refer to Flight Manual AS 350B2 for approved and additive specification.

Oil.

Refer to Flight Manual AS 350B2 for approved and additive specification.

Engine Limits.

- Power Ratings (Sea Level, ISA)

Takeoff (5 min) 712 shp.

Max. Continuous 625 shp.

- Gas Generator Speeds (Sea Level, ISA)

Takeoff 52,784 (101.9%)

Max. Continuous 50,764 (98%)

Transient 54,650 (105.5%)

- Engine Gear Box Limitations

Max. torque stabilized 109.2% (100% corresponds to 641 shp at 6000 rpm  
power shaft speed)

- Exhaust Gas Temperature (T4)

Takeoff 845°C

Max. Continuous 795°C

Starting Max. 865°C

Helicopter Limits.

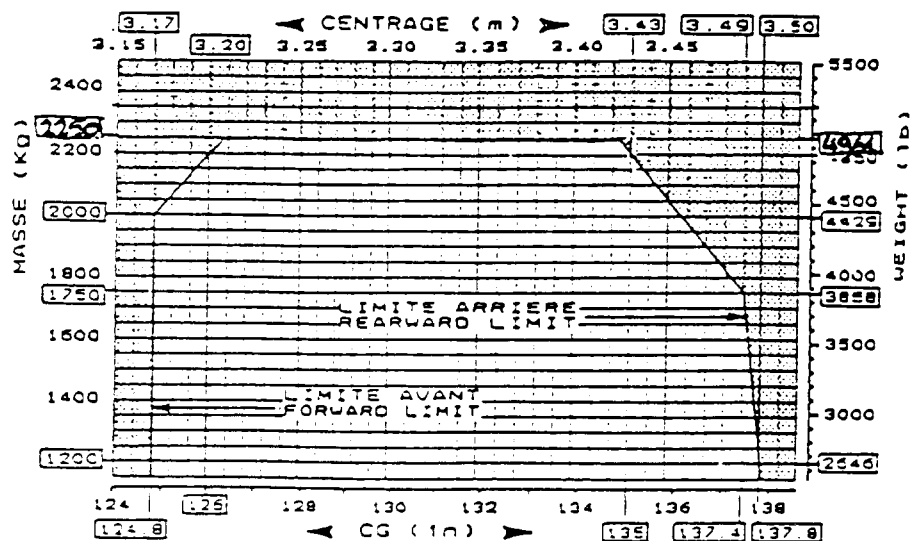
	TORQUE	SHp
Maximum torque = IAS 40 knots or higher	94%	
IAS below 40 knots	100%	641

Maximum Weight.

4961 lb (See NOTE 6)

C.G. Range.

Longitudinal





Lateral

Right 5.51 in  
Left 7.08 in

Rotor Speeds.In autorotation

Maximum 430 rpm  
Minimum 320 rpm

In Power-on flight

390 + 4 rpm  
- 5 rpm

Rotor Speed Warning.

Aural at 360 rpm and 410 rpm

Airspeed Limits.

Never exceed speed  $V_{NE}$  power on:  
155 Kt at zero pressure altitude

Never exceed speed  $V_{NE}$  power off:  
125 Kt at zero pressure altitude

See Rotorcraft Flight Manual for decrease of these values with altitude and temperature.

## VII. Model AS 350BA "ECUREUIL" (Normal Category) Helicopter, approved March 11, 1992.

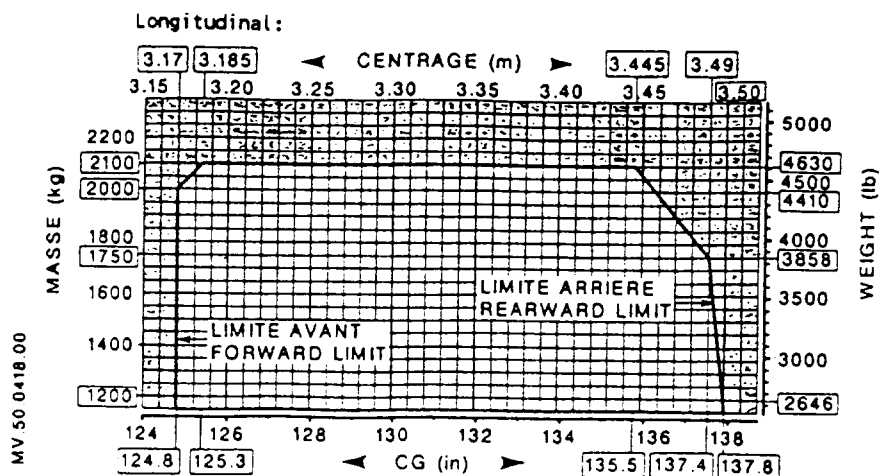
Same as Model AS 350B except for 355 type main rotor blades.

Other Changes.

<u>Helicopter Limits</u>	$V_i$ (I.A.S.)	Torque	Kw	RPM
Maximum torque limit	<40 Kt	88%		
Maximum continuous torque	>40 Kt	83%	396	386
Reference		100%	478	386

Maximum Weight.

4630 lb (See NOTE 6).

C.G. Range.LongitudinalLateral:

Right Limit: 5.51 in.  
Left Limit: 7.08 in.

Rotor Speeds.

The same as 350B1.

<u>Rotor Low Speed Warning.</u>	The same as AS350B1.	
<u>Airspeed Limits.</u>	The same as AS350B1. See Rotorcraft Flight Manual for decrease of the values with altitude and temperature.	
<u>Versions 350B, C, D and D1 Common Particulars</u>		
<u>Rotor Speeds.</u>	<u>In Autorotation</u>	
	Maximum	424 rpm
	Minimum	320 rpm
	<u>In power-on Flight</u>	385 + 1 rpm - 5 rpm
<u>Rotor Low-Speed Warning.</u>	Aural at -	335 rpm (See NOTE 8)
<u>Airspeed Limits.</u>	Never-exceed-speed: 147 kt from S.L. to 1000 feet, then decreasing with altitude 3.5 kt for each 1000 feet density altitude above 1000 feet. For operations below -30°C ambient temperature, decrease above V <sub>NE</sub> schedule by 10 kts.	
<u>C.G. Range.</u>	<u>Fwd Limit</u>	<u>Aft Limit</u>
	<u>Longitudinal</u>	
	124.8 in.	139.7 in. to 2,865 lb. 135.0 in. to 4,190 lb. Linear variation between points shown. 135.0 in. from 4,190 lb. to 4,300 lb.
	<u>Lateral</u>	
	Right 3.14 in. Left 5.90 in.	

#### VIII. Model AS 350B3 "ECUREUIL" (Normal Category) Helicopter, approved May 7, 1998.

Similar as to AS350B2 except Turbomeca ARRIEL 2B, 2B1, or 2D engine with FADEC

<u>Engine.</u>	1 TURBOMECA ARRIEL 2B, 1 TURBOMECA ARRIEL 2B1, or 1 TURBOMECA ARRIEL 2D.	
<u>Fuel.</u>	Refer to Flight Manuals AS 350B3 for approved and additive specification.	
<u>Oil.</u>	Refer to Flight Manuals AS 350B3 for approved and additive specification.	
<u>Engine Limits (Arriel 2B or 2B1).</u>	- Power Ratings (Sea Level, ISA)	
	Takeoff (5 min)	747 shp.
	Max. Continuous	728 shp.
	- Gas Generator Speeds (Sea Level, ISA)	
	Takeoff	52,756 (101.2%)
	Max. Continuous	50,672 ( 97.2%)
	- Engine Gear Box Limitations	
	Refer to Engine TCDS E00054EN	
	- Exhaust Gas Temperature (T4)	
	Takeoff	915°C
	Max. Continuous	849°C
	Starting Max.	865°C
Engine Limits (Arriel2D)	- Power Ratings (Sea Level, ISA)	
	Takeoff (5 min)	747 shp.
	Max. Continuous	728 shp.

- Gas Generator Speeds (Sea Level, ISA)

Takeoff	52,579	(100.9%)
Max. Continuous	51,067	( 97.2%)

- Engine Gear Box Limitations

- Exhaust Gas Temperature (T4)

Takeoff	949°C
Max. Continuous	905°C
Starting Max.	840°C

Note : The indicated limits are engine limits when installed in the AS350B3. Refer to Engine TCDS for the Engine limits

Helicopter Limits (Arriel2B engine mounted pre-mod. AMS 072803 and 072808)

	<u>TORQUE</u>
Maximum torque = IAS 40 knots or higher	84%
IAS below 40 knots	100%

Helicopter Limits (Arriel2B engine mounted and post-mod. AMS 072803 and 072808)

	<u>TORQUE</u>
Maximum torque = IAS 40 knots or higher	92.7%
IAS below 40 knots	100%

Helicopter Limits (Arriel2B1 engine mounted)

	<u>TORQUE</u>
Maximum torque = IAS 40 knots or higher	92.7%
IAS below 40 knots	100%

Helicopter Limits (Arriel2D engine mounted)

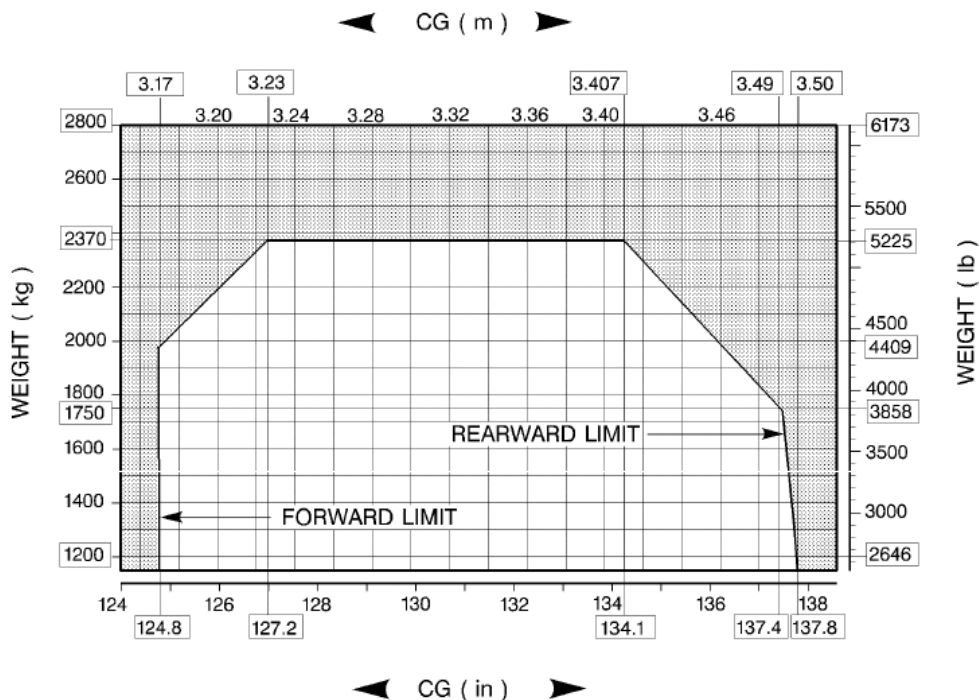
	<u>TORQUE</u>
Maximum torque = IAS 40 knots or higher	92.7%
IAS below 40 knots	100%

Maximum Weight.

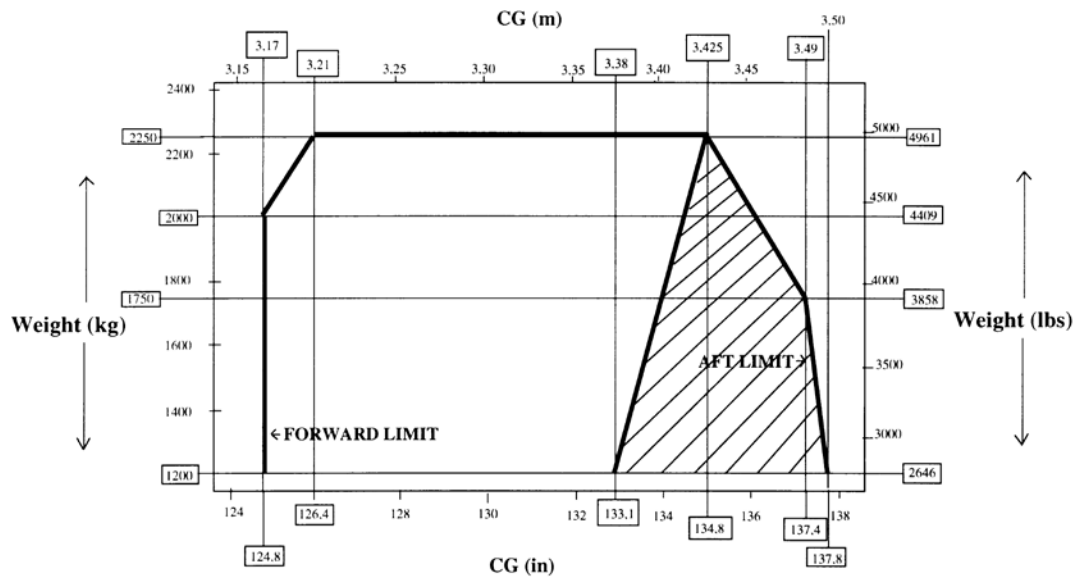
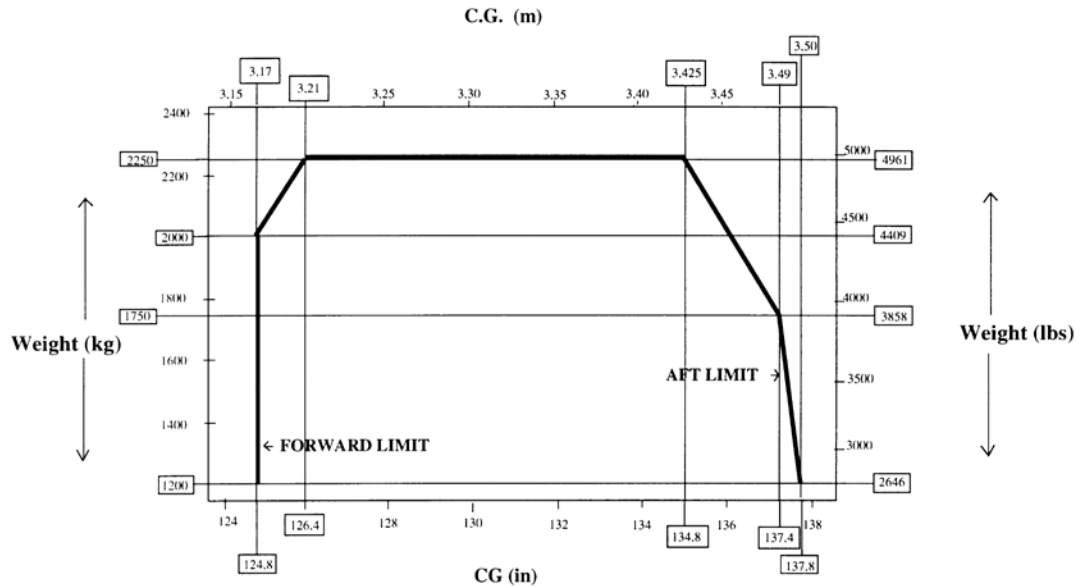
4960 lb (See NOTE 6).  
5220 lb for a/c incorporating mod. OP-3369.

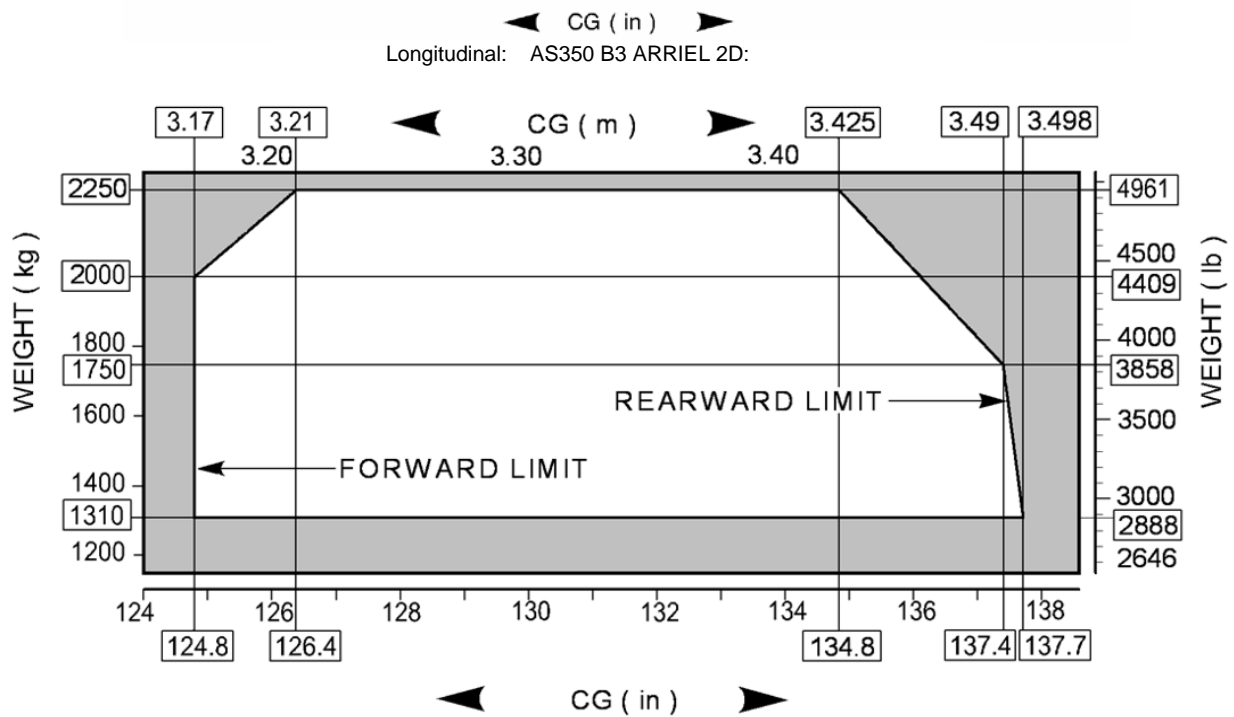
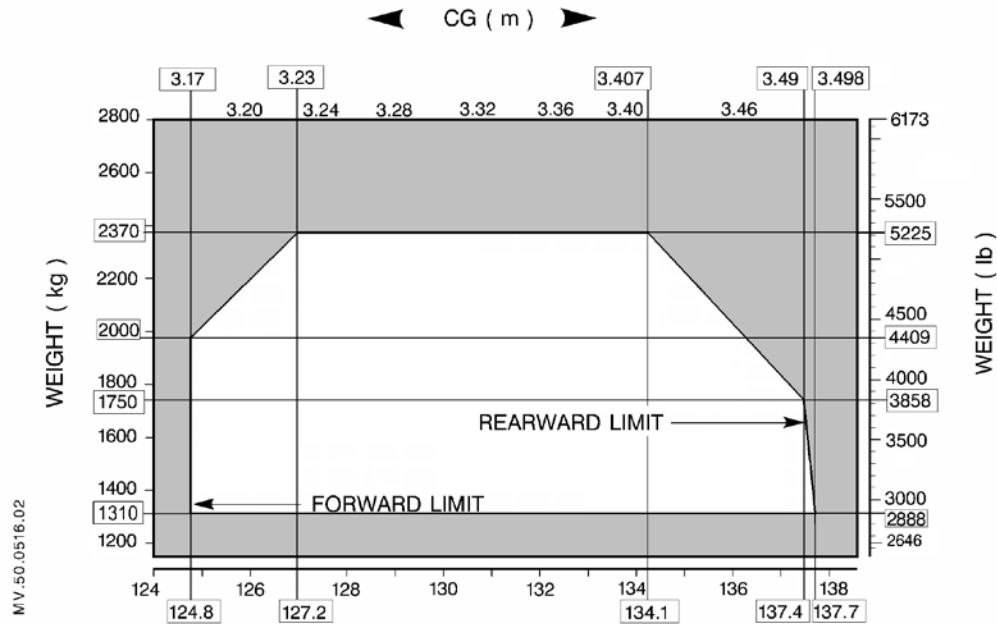
C.G. Range.

Longitudinal: AS350 B3 ARRIEL 2B1 a/c incorporating mod. OP-3369:



Longitudinal: AS350 B3 ARRIEL 2B (before modifications AMS 072803 and 072808) and for AS 350 B3 ARRIEL 2B1:





#### Lateral

- L.H. limit: 0.18 m (7.08 in) up to 2250 kg and  
0.08 m (3.15 in) from 2250 up to 2370 kg for a/c incorporating mod. OP-3369
- R.H. limit: 0.14 m (5.51 in) up to 2250 kg and  
0.08 m (3.15 in) from 2250 up to 2370 kg for a/c incorporating mod. OP-3369

#### Rotor Speeds.

##### In autorotation

Maximum 430 rpm

Minimum 320 rpm

In Power-on flight: With Arriel 2B 390 + 4 rpm

	- 5 rpm
With Arriel 2B1	390 +15 rpm
	-15 rpm
With Arriel 2D	390 +15 rpm
	-15 rpm

Rotor Speed Warning. Aural at 360 rpm and 410 rpm

Airspeed Limits. Never exceed speed  $V_{NE}$  power on:  
155 Kt at zero pressure altitude

Never exceed speed  $V_{NE}$  power off:  
125 Kt at zero pressure altitude  
See Rotorcraft Flight Manual for decrease of these values with altitude and temperature.

Serial Numbers. S/N 2968 and S/N's 3063 and subsequent  
S/N 4201 and up for a/c incorporating mod. OP-3369 (2370 kg weight extension)  
S/N 4767 and up for a/c incorporating mod. OP-4305 (without or with mod. OP-3369)

#### IX. Model EC 130 B4 (Normal Category) Helicopter, approved December 21, 2000.

Similar as to AS350B3 except a gross weight increase to 2400 kg, enlarged fuselage structure utilizing some standard EC 120B components, and an EC 135 type fenestron anti-torque system.

Engine 1 TURBOMECA ARRIEL 2B1

Fuel Refer to Flight Manual EC 130B4 for approved fuels and additive specification.

Oil Refer to Flight Manual EC 130B4 for approved oils and additive specification.

Engine Limits

- Power Ratings (Sea Level, ISA)
 

Takeoff (5 min)	747 shp.
Max. Continuous	728 shp.
- Gas Generator Speeds (Sea Level, ISA)
 

Takeoff	101.1%
Max. Continuous	97.1%
Maximum transient	102.3%

(note 100%= 52110 RPM)

- Engine Gear Box Limitations  
Refer to Engine TCDS E00054EN
- Exhaust Gas Temperature (T4)
 

Takeoff (5 min.)	915°C
Max. Continuous	849°C
Starting transient (10 sec)	865°C
Continuous starting	750°C

Transmission Limits

Maximum takeoff torque – 100%  
Maximum continuous torque – 92.7%  
Maximum Transient (5 second) – 104%

(100% based on 536 Kw at 6000 engine RPM and 386 main rotor RPM)

Maximum Weight 2427 Kg (5350 lbs)

Minimum Crew 1 pilot

Maximum Passengers

6 (2 in front, four in rear)  
 Option 7 passengers (3 in front, four in rear)

Maximum Baggage

Right Baggage Compartment : 287 lb. (max distribution 62.5 lb/sq ft)  
 Left Baggage Compartment : 342 lb. (max distribution 62.5 lb/sq ft)  
 Rear Baggage Compartment : 176 lb. (max distribution 30 lb/sq ft)  
 Main Cabin (on rear floor) : 1091 lb. (max distribution 62.5 lb/sq ft)  
 (on LH fwd floor): 893 lb. (max distribution 62.5 lb/sq ft)

Fuel Capacity

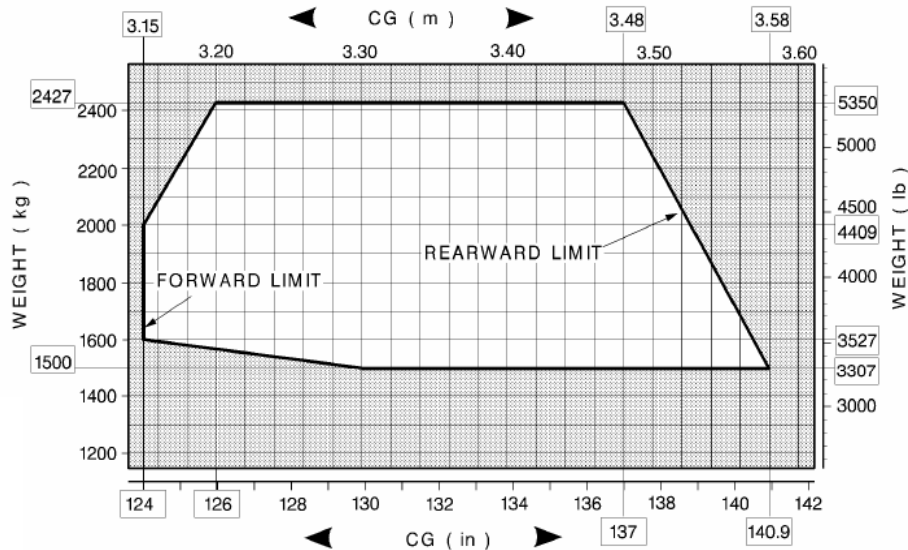
Total : 142.7 U.S. Gallons  
 Usable : 142.3 U.S. Gallons

Oil Capacity

Engine Tank Max.  
 1.64 U.S. Gallons  
 MGB Max. 1.93 U.S. Gallons (includes filter)  
 TGB Max. 0.13 U.S. Gallons

Rotor Blades and Control Movements

For rigging information, refer to the EC 130B4 Maintenance Manual.

C.G. RangeLongitudinal

**Longitudinal CG Chart**

Lateral

Right 0.10 m  
 Left 0.10 m

Datum

Longitudinal - 3.4 m (133.8 in) forward of main rotor head  
 Lateral - Symmetrical plane of the aircraft

Leveling Means

Mechanical floor

Rotor SpeedsIn autorotation

Maximum 430 rpm  
 Minimum 320 rpm

In Power-on flight

375 to 405 RPM

<u>Rotor Speed Warning</u>	Aural at 360 rpm and 410 rpm
<u>Airspeed Limits</u>	Never exceed speed $V_{NE}$ power on: 155 Kt at sea level  Never exceed speed $V_{NE}$ power off: 125 Kt at sea level See Rotorcraft Flight Manual for decrease of these values with altitude and temperature.
<u>Maximum Altitude</u>	23,000 feet pressure altitude
<u>Serial Numbers</u>	S/N's 3358 and subsequent

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#### X. Model EC 130 T2 (Normal Category) Helicopter, approved July 30, 2012.

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Similar as to EC130 B4 except a gross weight increase to 2500 kg and a more powerful engine.

<u>Engine</u>	1 TURBOMECA ARRIEL 2D																												
<u>Fuel</u>	Refer to Flight Manual EC 130T2 for approved fuels and additive specification.																												
<u>Oil</u>	Refer to Flight Manual EC 130T2 for approved oils and additive specification.																												
<u>Engine Limits</u>	<div><div>- Power Ratings (Sea Level, ISA)</div><table><tr><td>Takeoff (5 min)</td><td>802 shp.</td></tr><tr><td>30 minute Power rating</td><td>802 shp</td></tr><tr><td>Max. Continuous</td><td>802 shp.</td></tr></table><div>- Gas Generator Speeds (Sea Level, ISA)</div><table><tr><td>Takeoff</td><td>101.9%</td><td>(53086 rpm)</td></tr><tr><td>30 minute Power rating</td><td>101.9%</td><td>(53086 rpm)</td></tr><tr><td>Max. Continuous</td><td>99.9%</td><td>(52050 rpm)</td></tr><tr><td>Maximum transient</td><td>103.0%</td><td>(53658 rpm)</td></tr></table><div>(note 100%= 52110 RPM)</div><div>- Engine Gear Box Limitations</div><div>Refer to Engine TCDS E00054EN</div><div>- Exhaust Gas Temperature (T4)</div><table><tr><td>Takeoff (5 min.)</td><td>949°C</td></tr><tr><td>30 minute Power rating</td><td>949°C</td></tr><tr><td>Max. Continuous</td><td>905°C</td></tr><tr><td>Starting transient (20 sec)</td><td>840°C</td></tr><tr><td>Continuous starting</td><td>750°C</td></tr></table></div>	Takeoff (5 min)	802 shp.	30 minute Power rating	802 shp	Max. Continuous	802 shp.	Takeoff	101.9%	(53086 rpm)	30 minute Power rating	101.9%	(53086 rpm)	Max. Continuous	99.9%	(52050 rpm)	Maximum transient	103.0%	(53658 rpm)	Takeoff (5 min.)	949°C	30 minute Power rating	949°C	Max. Continuous	905°C	Starting transient (20 sec)	840°C	Continuous starting	750°C
Takeoff (5 min)	802 shp.																												
30 minute Power rating	802 shp																												
Max. Continuous	802 shp.																												
Takeoff	101.9%	(53086 rpm)																											
30 minute Power rating	101.9%	(53086 rpm)																											
Max. Continuous	99.9%	(52050 rpm)																											
Maximum transient	103.0%	(53658 rpm)																											
Takeoff (5 min.)	949°C																												
30 minute Power rating	949°C																												
Max. Continuous	905°C																												
Starting transient (20 sec)	840°C																												
Continuous starting	750°C																												
<u>Transmission Limits</u>	<table><tr><td>Maximum takeoff torque –</td><td>100%</td></tr><tr><td>30 minute Power rating -</td><td>100%</td></tr><tr><td>Maximum continuous torque –</td><td>81.3%</td></tr><tr><td>Maximum Transient (5 second) –</td><td>104%</td></tr></table> <div>(100% based on 598 Kw at 6000 engine RPM and 386 main rotor RPM)</div>	Maximum takeoff torque –	100%	30 minute Power rating -	100%	Maximum continuous torque –	81.3%	Maximum Transient (5 second) –	104%																				
Maximum takeoff torque –	100%																												
30 minute Power rating -	100%																												
Maximum continuous torque –	81.3%																												
Maximum Transient (5 second) –	104%																												
<u>Maximum Weight</u>	2500 Kg (5512 lbs)																												
<u>Minimum Crew</u>	1 pilot																												



Maximum Passengers

6 (2 in front, four in rear)  
 Option 7 passengers (3 in front, four in rear)

Maximum Baggage

Right Baggage Compartment : 287 lb. (max distribution 62.5 lb/sq ft)  
 Left Baggage Compartment : 342 lb. (max distribution 62.5 lb/sq ft)  
 Rear Baggage Compartment : 176 lb. (max distribution 30 lb/sq ft)  
 Main Cabin (on rear floor) : 1091 lb. (max distribution 62.5 lb/sq ft)  
 (on LH fwd floor): 893 lb. (max distribution 62.5 lb/sq ft)

Fuel Capacity

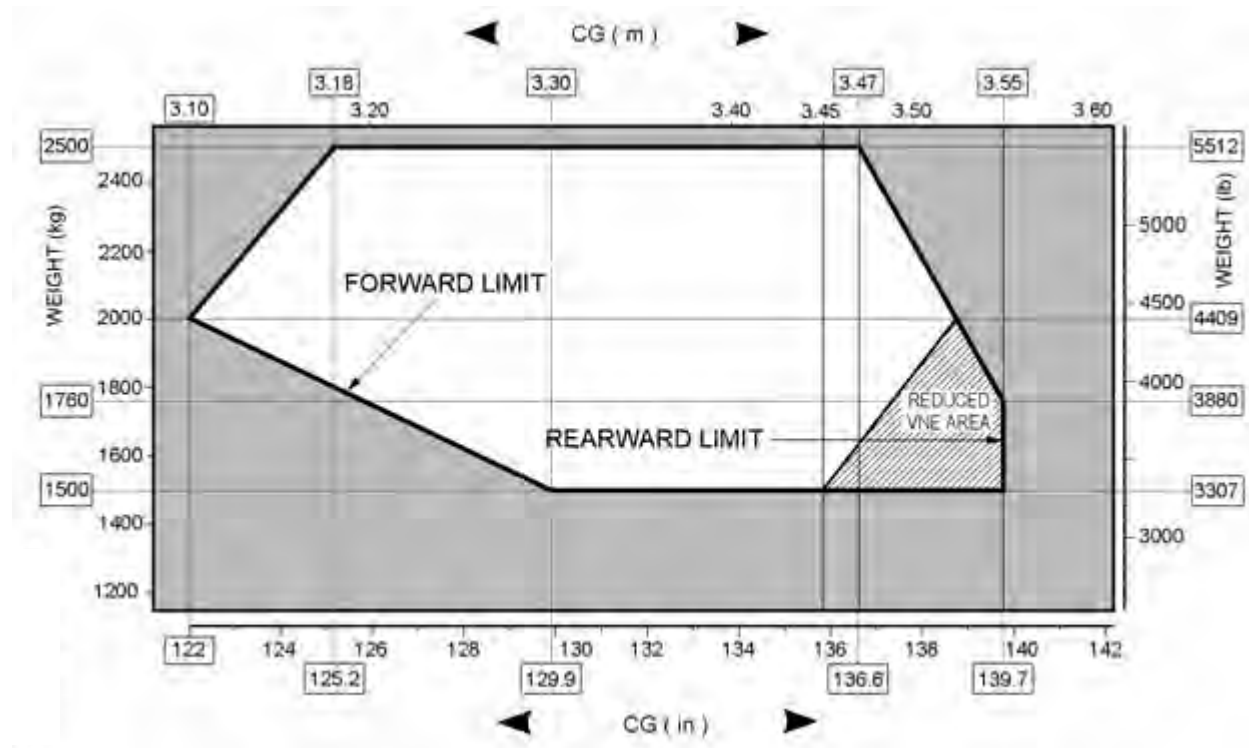
Total : 142.7 U.S. Gallons  
 Usable : 142 U.S. Gallons

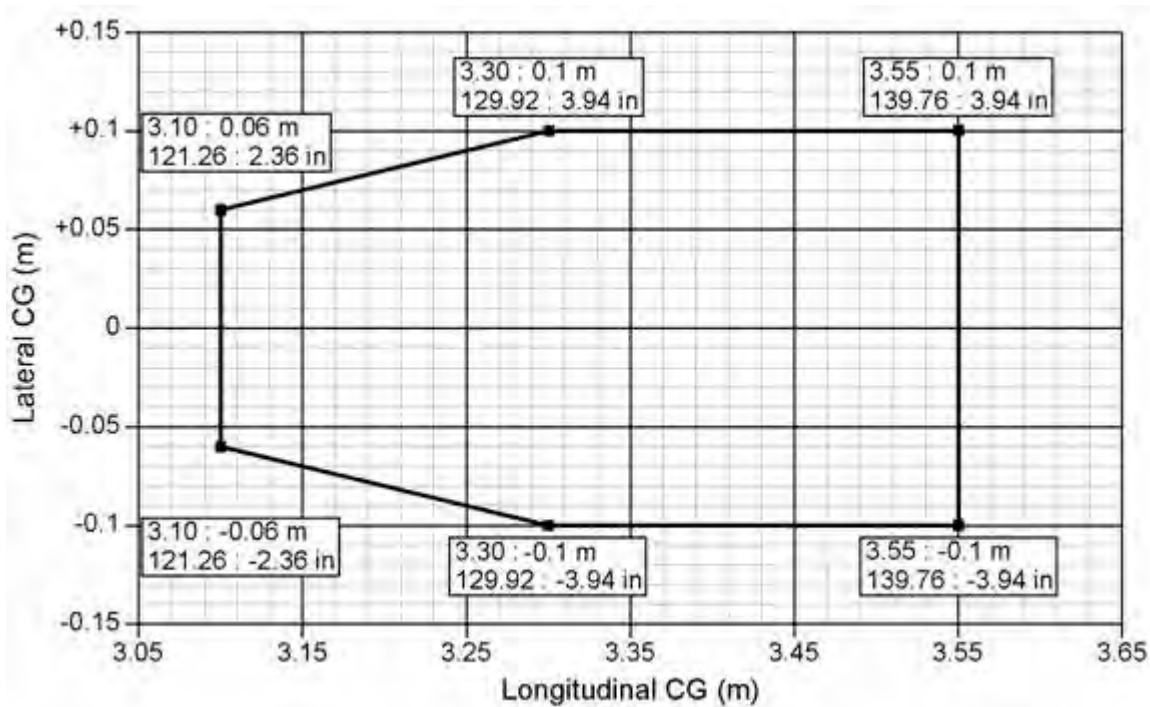
Oil Capacity

Engine Tank Max.  
 1.64 U.S. Gallons  
 MGB Max. 1.93 U.S. Gallons (includes filter)  
 TGB Max. 0.13 U.S. Gallons

Rotor Blades and Control Movements

For rigging information, refer to the EC 130T2 Maintenance Manual.

C.G. RangeLongitudinal

Lateral

Datum Longitudinal - 3.4 m (133.8 in) forward of main rotor head  
 Lateral - Symmetrical plane of the aircraft

Leveling Means Mechanical floor

Rotor Speeds In autorotation  
 Maximum 430 rpm  
 Minimum 320 rpm

In Power-on flight  
 375 to 405 RPM

Rotor Speed Warning Aural at 360 rpm and 410 rpm

Airspeed Limits Never exceed speed  $V_{NE}$  power on:  
 155 Kt at sea level (depending on longitudinal CG position, See Rotorcraft Flight Manual)

Never exceed speed  $V_{NE}$  power off:  
 125 Kt at sea level  
 See Rotorcraft Flight Manual for decrease of these values with altitude and temperature.

Maximum Altitude 23,000 feet pressure altitude

Serial Numbers S/N's 7355 and subsequent

DATA PERTINENT TO ALL MODELS EXCEPT EC 130B4 and EC130T2

Empty Weight CG Range. None

Datum. Longitudinal : 133.8 in. forward of main rotor hub center.  
 Lateral : Vertical plane passing longitudinally through main rotor hub center.

<u>Leveling Means.</u>	Transmission support platform		
<u>Minimum Crew.</u>	1 pilot		
<u>Maximum Passengers.</u>	5 (1 in front, 4 in rear) Option 6 passengers (2 in front, 4 in rear)		
<u>Maximum Baggage.</u>	Right Baggage Compartment :	220 lb. at 125.98 in.	350BA included
	Left Baggage Compartment :	264 lb. at 125.98 in.	“
	Rear Baggage Compartment :	176 lb. at 181.10 in.	“
	Main Cabin (on rear :	682 lb. at 88.58 in.	“
	(on LH fwd. :	330 lb. at 61.02 in.	“
<u>Fuel Capacity.</u>	Total :	142.7 U.S. Gallons at 136.8 in.	
	Usable :	142.3 U.S. Gallons at 136.8 in. (post AMS 07.0289) For 350BA version AMS 07.0289 is applied. 142.1 U.S. Gallons at 136.8 in. (post mod OP-4605) (See NOTE 1 for data on unusable fuel)	
<u>Oil Capacity.</u>	Engine Tank Max.		
		1.37 U.S. Gallons at 144.76 in. for AS 350B, AS350BA and AS 350B1 1.00 U.S. Gallons at 144.76 in. for other models (See NOTE 1 for data on undrainable oil) MGB Max. 1.72 U.S. Gallons at 134.4 in. TGB Max. 0.09 U.S. Gallons at 379.5 in.	
<u>Rotor Blades and Control Movements.</u>	For rigging information, refer to the appropriate AS-350 Maintenance Manual.		
<u>Production Basis:</u>	Production Certificate No. <b>343CE</b> . The manufacturer, (Airbus Helicopters Inc. (AHI), formerly known as American Eurocopter) is authorized to issue airworthiness certificates under 14 CFR 21.183 (a). NOTE: These models listed on the Airbus Helicopters Inc. (AHI) Production Limitation Record are being produced under Licensing Agreement between Airbus Helicopters (AH) and Airbus Helicopters Inc. (AHI), Columbus, Mississippi.		
<u>Serial Numbers Eligible.</u>	The French Government “Certificat de Navigabilite pour Exportation” endorsed as noted below under “Import Requirements” must be submitted for each individual aircraft for which application for FAA certification is made.  Rotorcraft model AS350B2 S/N 3951 and subsequent, may be produced either by American Eurocopter in Columbus, Mississippi or Eurocopter France. Rotorcraft S/N 7810 and subsequent may be produced by Airbus Helicopters Inc.(AHI) in Columbus, Mississippi, or Airbus Helicopters (AH). Validate manufacturer by viewing the aircraft data plate.  Rotorcraft model AS350B3 S/N 3995 and subsequent, may be produced either by American Eurocopter in Columbus, Mississippi or Eurocopter France. Rotorcraft S/N 7814 and subsequent may be produced by Airbus Helicopters Inc. (AHI), in Columbus, Mississippi, or Airbus Helicopter (AH). Validate manufacturer by viewing the aircraft data plate.		
<u>Certification Basis.</u>	14 CFR 21.29 and part 27 effective February 1, 1965 plus Amendments 27-1 through 27-10, plus FAA Special Conditions No. 27-79-EU-23, dated August 13, 1977.  Equivalent safety, in lieu of direct compliance, found with respect 14 CFR 27.1189, Shutoff Means. Equivalent Safety, in lieu of direct compliance, found with respect to 14 CFR 27.923(b), Rotor drive system and control mechanism test for Model AS-350B1.		

FAA Special Condition No. 27-001-SC for FADEC HIRF and Equivalent level of Safety found with respect to 14 CFR 27.1549(b) for the Model AS350B3.

For A/C incorporating mod. OP3369 (2370 kg/5225 lb mass extension) the following 14 CFR part 27 Amendments 27-1 through 27-40, are replacing the same requirement from the certification basis above : 27 §1; §21; §25; §27; §33; §45; §51; §65; §71; §73; §75; §79; §141; §143; §173; §175; §177; §241; §301; §303; §305; §307; §309; §321; §337; §339; §341; §351; §471; §473; §501; §505; §521; §547; §549; §563(b); §571; §602; §661; §663; §695; §723; §725; §727; §737; §751; §753; §801(b)(d); §927(c); §1041; §1043; §1045; §1301; §1501; §1519; §1529; §1581; §1583; §1585; §1587; §1589.

For AS350B3 A/C incorporating mod. OP-4605 (installation of a fuel system improving crashworthiness), 14 CFR 27.561(c) at Amendment 27-32 replaces the same requirement from the certification basis above for the following elements of the fuel tank lower structure affected by this modification: cradles, longitudinal beams, X-stops and rods.

Type Certificate No. H9EU.

Date of application for Type Certificate: April 6, 1976.

#### EC 130B4 CERTIFICATION BASIS

14 CFR 21.29 and part 27 Amendment 27-1 through Amendment 27-32 except 14 CFR 27.952 is not adopted.

14 CFR 36 Appendix H through Amendment 20.

Special Condition 27-009-SC for HIRF.

Equivalent Level of Safety Findings

- 14 CFR 27.1549(b) Powerplant Instrument Markings
- 14 CFR 27.1027(b)(2) Main Gearbox Oil Filter Bypass

The French Direction Generale de l'Aviation Civile (DGAC) originally type certificated this rotorcraft under its type certificate TC 84. The FAA validated this product under U.S. Type Certificate Number H9EU. Effective September 28, 2003, the European Aviation Safety Agency (EASA) began oversight of this product on behalf of the DGAC.

#### EC 130T2 CERTIFICATION BASIS

Same as EC130B4 except the following:

14 CFR 27.952 at amendt 27-30.

FAR 27.1317 at amendt 42.

Special Condition 27-028-SC for Use of 30-Minute Power Rating.

#### Import Requirements.

The FAA can issue a U.S. airworthiness certificate based on a National Aviation Authority (NAA) Export Certificate of Airworthiness (Export C of A) signed by a representative of the French Generale de l'Aviation Civile (DGAC) on behalf of the European Community.

The Export C of A should contain the following statement: “The aircraft covered by this certificate has been examined, tested, and found to comply with the type design approved under U.S. Type Certificate Number H9EU and to be in a condition for safe operation.”

A U.S. Airworthiness Certificate may be issued on the basis of a certificate of airworthiness for export signed by a representative of the Centro Tecnico Aeroespacial (CTA), the Brazilian civil airworthiness authority which states in the English language:

“The helicopter covered by this certificate has been examined, tested, and found to conform to the Type design approved under FAA Type Certificate No. H9EU and to be in a condition for safe operation.”

Major modifications to the imported aircraft must be FAA approved. (see Notes 10 and 11).

#### SERVICE INFORMATION.

Service bulletins, structural repair manuals, vendor manuals, AFMs, and overhaul and maintenance manuals, which contain a statement that the document is approved by the European Aviation Safety Agency (EASA) or – for approvals made before September 28, 2003 – by the French Generale de l’Aviation Civile (DGAC), are accepted by the FAA and are considered FAA approved. These approvals pertain to the design data only.

#### EQUIPMENT.

The basic required equipment as prescribed in the applicable airworthiness regulations (See Certification Basis) must be installed in the helicopter for certification. Eurocopter France Report No. 350A.04.4320 lists required and optional equipment for the helicopter.

In addition, the following equipment is required:

DGAC-or EASA approved Rotorcraft Flight Manual identified as Code B, approved as follows:

For Model AS-350B	: Approved November 9, 1978. or later approved revisions.
For Model AS-350C	: Approved December 21, 1977, including Rev. No. 2 approved December 8, 1978. or later approved revisions.
For Model AS-350D	: Approved July 5, 1978. or later approved revisions.
For Model AS-350D1	: Approved July 4, 1978. or later approved revisions.
For Model AS-350B1	: Approved February 11, 1987. Rev. 0 plus Rev. 1A and 1B and specific pages marked B or later approved revisions.
For Model AS-350B2	: Approved June 8, 1990 - Rev. 0 plus Rev. 1 plus Sup 0 Rev. 2 or later approved revisions.
For Model AS-350BA	: Approved March 11, 1992.
For Model AS-350B3	: Approved December 24, 1997, or later approved revisions. plus rapid Revision RR 1A for aircraft equipped with Arriel 2B engine or Approved July 16, 2004 for aircraft equipped with Arriel 2B1 engine. EASA Approved June 17, 2011 + FAA Code B Appendix for aircraft equipped with Arriel 2D engine or later approved revisions.
For Model EC 130B4	: Approved November 29, 2000 plus ITR 1A and ITR 1B dated May 17, 2001 (B code not applicable) or later approved revisions.

For Model EC 130T2 : EASA Approved May 25, 2012 + FAA Code B Appendix or later approved revisions.

NOTES:

- NOTE 1. Current weight and balance report including loading instructions and list of equipment included in the certificated empty weight, must be provided for each helicopter at the time of original certification. The certificated empty weight and corresponding center of gravity location must include unusable fuel of 20.5 lb., at 136.8 in., and undrainable oil of 1.8 lb., at 171.0 in. For Models AS350B/C/D after embodiment of modification AMS 07.0289 and for Models AS350B1 and BA, the unusable fuel is 3.1 lb. For Model AS350B3 after embodiment of modification OP-4605, the unusable fuel is 4.4 lb.
- In order to obtain the most consistent weight and balance results, all helicopters should be weighed on jackpoints rather than on wheels and floats. When changes are made to the helicopter, which affect the weight and balance, refer to the Flight Manual Weight and Balance Appendix for instructions.
- NOTE 2. All placards indicated in the Rotorcraft Flight Manual must be installed in the appropriate location.
- NOTE 3. Information essential to the proper maintenance of the helicopter is contained in the manufacturer's AS-350 Maintenance Manual provided with each helicopter. Life-limited components and associated retirement times are presented in Chapter 5, Section CD 5.99 or MSM chapter 04, and must be replaced in accordance therewith.
- NOTE 4. For compliance with applicable powerplant ice protection requirements, the helicopter must be equipped during all operations with engine air inlet conforming with Eurocopter France Dwg. No. 350A58-1607 for aircraft fitted with Turbomeca Arriel engines and with Dwg. No. 350A58-1608 for aircraft fitted with Lycoming engines.
- NOTE 5. Except for difference in maximum certificated empty weight, the model AS 350D and AS 350D1 are identical to each other.
- NOTE 6. A. When operating at maximum weights above, 4,190 pounds DGAC-approved Rotorcraft Flight Manuals, identified as Code B, approved as follows, are required:
- 1) for Model AS-350B: Issue 1, amendment 3, approved May 10, 1979.
  - 2) for Model AS-350C: Issue 1, amendment 4, approved May 10, 1979.
  - 3) for Model AS-350D: Issue 1, amendment 1, approved May 10, 1979.
- B. For models AS-350B, AS-350C, AS-350D for cargo sling or cargo swing operations the maximum weight, including the external load, may be 4,630 pounds provided:
- 1) at least 330 pounds of the external load are releasable, and
  - 2) the rotorcraft is operated in accordance with the appropriate Rotorcraft Flight Manual in part A of this note and,
    - a) Eurocopter France Supplement No. 2 to that DGAC-approved Manual, dated May 10, 1979 or later EASA/DGAC approved revision, for the cargo sling, or,
    - b) Eurocopter France Supplement 2A to that DGAC-approved Manual, dated May 18, 1979 or later EASA/DGAC approved revision, for the cargo swing.
- C. For AS 350B1 model for cargo sling or cargo swing operations the maximum weight including the external load, may be 5,402 pounds provided:
- 1) at least 552 pounds of the external load are releasable, and
  - 2) the rotorcraft is operated in accordance with the appropriate RFM and
    - a) Eurocopter France supplement 10-1 to that DGAC approved Manual, dated January 9, 1986 or later EASA/DGAC approved revision, for the cargo swing or

- b) Eurocopter France supplement 10-2 to that DGAC approved Manual, dated January 9, 1986 or later EASA/DGAC approved revision, for the cargo sling.

D. For AS 350B2 model for cargo sling or cargo swing operations the maximum weight including the external load, may be 5,512 pounds provided:

- 1) at least 551 pounds of the external load are releasable, and
- 2) the rotorcraft is operated in accordance with the appropriate RFM and
  - a) Eurocopter France supplement 11 to that DGAC-approved Manual, dated April 26, 1989 or later EASA/DGAC approved revision, for the cargo swing or,
  - b) Eurocopter France supplement 12 to that DGAC approved Manual, dated April 26, 1989 or later EASA/DGAC approved revision, for the cargo sling.

E. For AS 350BA model for cargo sling or cargo swing operations the maximum weight including the external load may be 4961 lb.

- 1) at least 331 pounds of the external load are releasable and
- 2) the rotorcraft is operated in accordance with the appropriate RFM and
  - a) Eurocopter France supplement 11 to that DGAC approved Manual, dated November 26, 1991 or later EASA/DGAC approved revision, for the cargo swing.
  - b) Eurocopter France supplement 12 to that DGAC approved Manual, dated November 26, 1991 or later EASA/DGAC approved revision, for the cargo sling.

F. For AS 350B3 model, Arriel2B mounted, for cargo sling or cargo swing operations the maximum weight including the external load may be 6173 lb.

- 1) at least 1212 pounds of the external load are releasable and
- 2) the rotorcraft is operated in accordance with the appropriate RFM and
  - a) Eurocopter France supplement 11 to that DGAC approved Manual, dated December 24, 1997 for the cargo swing or
  - b) Eurocopter France supplement 12 to that DGAC approved Manual, dated December 24, 1997 for the cargo sling.
  - c) Eurocopter France supplement 13 to that DGAC approved Manual, dated February 16, 1998 for the cargo swing.

For AS 350B3 model, Arriel2B1 mounted, for cargo sling or cargo swing operations the maximum weight including the external load may be 6173 lb.

- 1) at least 1212 pounds of the external load are releasable and
- 2) the rotorcraft is operated in accordance with the appropriate RFM and
  - a) Eurocopter France supplement 12 to that DGAC approved Manual, dated July 16, 2004 later EASA/DGAC approved revision for the cargo swing or
  - b) Eurocopter France supplement 13.1 to that DGAC approved Manual, dated July 16, 2004 or later EASA/DGAC approved revision for the cargo sling.
  - c) Eurocopter France supplement 13.2 to that DGAC approved Manual, dated Feb 15, 2005 or later EASA/DGAC approved revision for the cargo swing.

For AS 350B3 model, Arriel2D mounted, for cargo sling or cargo swing operations the maximum weight including the external load may be 6173 lb.

- 1) at least 1212 pounds of the external load are releasable and
- 2) the rotorcraft is operated in accordance with the appropriate RFM and
  - a) Eurocopter France supplement 12 to that EASA approved Manual, dated June 17, 2011 later EASA approved revision for the cargo swing or
  - b) Eurocopter France supplement 13.1 to that EASA approved Manual, dated June 17, 2011 or later EASA approved revision for the cargo sling.
  - c) Eurocopter France supplement 13.2 to that EASA approved Manual, dated June 17, 2011 or later EASA approved revision for the cargo swing.

NOTE 7.

Emergency fuels:

For AS 350B3 model, Arriel2B mounted

A. Use of aviation gasoline MIL-G-5572, Grade 80/87; Grade 110/130 and Grade 115/145 is limited to 25 hours maximum within one overhaul period and should have 2% mineral lubricating oil added, if possible. In addition the use of Grade 115/145 is limited operations below 1500 feet pressure altitude.

C. Use of automotive gasoline MIL-G-3056 is limited to a fuel temperature up to 25°C.

For AS 350B3 model, Arriel2B1 or Arriel2D mounted  
No emergency fuel

NOTE 8. For AS 350B, the aural warning sounds when the rotor speed drops below:

335 rpm before embodiment of modification AMS 07.1891  
360 rpm before embodiment of modification ASM 07.1891  
For AS350BA, AMS 07.1891 is applied.

NOTE 9. The model AS350B3, EC 130B4 and EC130T2 rotorcraft employs electronic engine controls, commonly named Full authority Digital Engine Controls (FADEC) and is recognized to be more susceptible to Electromagnetic Interference (EMI) than rotorcraft that have only manual (non-electronic) controls. (EMI may be the result of radiated or conducted interference.) For this reason modifications that add or change systems that have the potential for EMI, must either be qualified to a standard acceptable to the FAA or tested at the time of installation for interference to the FADEC. This type of testing must employ the particular FADEC's diagnostic techniques and external diagnostic techniques. The test procedure must be FAA approved.

NOTE 10 Helibras (Brazil) has signed with Eurocopter (France) a technical cooperation agreement contract to manufacture in Brazil the AS 350 BA, AS 350 B2 and AS 350 B3 models using kits produced by Eurocopter, in conformity to the DGAC France approved Type design. Helibras helicopters are produced under the Helibras Production Certificate, assembled and tested in accordance with procedures approved under the French Type design by Eurocopter and accepted by the Centro Tecnico Aeroespacial (CTA) under the terms and conditions of the Helibras Production Certificate.

Helicopter serial numbers produced by Helibras as the manufacturer are identified in Eurocopter document number L102 001, entitled "List of serial numbers of stage 2 helicopters produced by Helibras" referenced in both the French and the Brazilian Type Certificate Data Sheets (See Import Requirements).

NOTE 11 Helicopters with a model prefix of "HB" as in "HB 350 B" are not eligible for airworthiness certification in the U.S.

NOTE 12. Effective January 1, 2014, Eurocopter France name was changed to Airbus Helicopters.

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## **TAB A**

### **Submission of Information and Forms**

#### **2.5 Licenses**

**A. H125 Type Certificate**

**B. FAA Repair Station Certificate (AHI Texas)**

**C. FAA Repair Station Certificate (AHI  
Mississippi)**

**D. FAA Repair Station Certificate (Hangar One)**

**E. FAR Report (Hangar One)**

The City of

**SAN DIEGO**



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UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION

# Air Agency Certificate

*Number* VY1R575K

*This certificate is issued to*

Airbus Helicopters, Inc

*whose business address is*

2701 N. Forum Drive  
Grand Prairie, Texas 75052-7099

*upon finding that its organization complies in all respects  
with the requirements of the Federal Aviation Regulations  
relating to the establishment of an Air Agency, and is  
empowered to operate an approved repair station;*

*with the following ratings:*

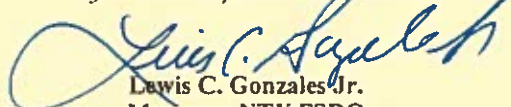
ACCESSORY (09-06-2000)	LIMITED POWERPLANT (08-17-2004)
LIMITED RADIO (08-17-2004)	LIMITED ROTOR BLADES (08-17-2004)
LIMITED ACCESSORY (08-17-2004)	LIMITED AIRFRAME (08-17-2004)
LIMITED INSTRUMENT (11-05-2009)	
LIMITED SPECIALIZED SERVICE (02-21-2006)	

*This certificate, unless canceled, suspended, or revoked,  
shall continue in effect indefinitely.*

*Date issued:*

August 27, 1970  
Reissued February 3, 2015

*By direction of the Administrator*

  
Lewis C. Gonzales Jr.  
Manager, NTX FSDO

This Certificate is not Transferable, AND ANY MAJOR CHANGE IN THE BASIC FACILITIES, OR IN THE LOCATION THEREOF,  
SHALL BE IMMEDIATELY REPORTED TO THE APPROPRIATE REGIONAL OFFICE OF THE FEDERAL AVIATION ADMINISTRATION

Any alteration of this certificate is punishable by a fine of not exceeding \$1,000, or imprisonment not exceeding 3 years, or both

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## **TAB A**

### **Submission of Information and Forms**

#### **2.5 Licenses**

A. H125 Type Certificate

B. FAA Repair Station Certificate (AHI Texas)

**C. FAA Repair Station Certificate (AHI  
Mississippi)**

D. FAA Repair Station Certificate (Hangar One)

E. FAR Report (Hangar One)

The City of

**SAN DIEGO** 

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UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION

# Air Agency Certificate

*Number* E80R805X

*This certificate is issued to*

AIRBUS HELICOPTERS INC.

*whose business address is*

1782 AIRPORT ROAD  
COLUMBUS, MISSISSIPPI 39701

*upon finding that its organization complies in all respects  
with the requirements of the Federal Aviation Regulations  
relating to the establishment of an Air Agency, and is  
empowered to operate an approved* REPAIR STATION.

*with the following ratings:*

LIMITED AIRFRAME  
LIMITED POWERPLANT  
LIMITED INSTRUMENT  
LIMITED RADIO

*This certificate, unless canceled, suspended, or revoked,  
shall continue in effect* INDEFINITELY.

*Date issued:*

SEPTEMBER 24, 2003  
REISSUED: FEBRUARY 5, 2014

*By direction of the Administrator*



CHARLES O. PETERS  
MANAGER, ASW-FSDO-31

This Certificate is not Transferable, AND ANY MAJOR CHANGE IN THE BASIC FACILITIES, OR IN THE LOCATION THEREOF,  
SHALL BE IMMEDIATELY REPORTED TO THE APPROPRIATE REGIONAL OFFICE OF THE FEDERAL AVIATION ADMINISTRATION

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*Any alteration of this certificate is punishable by a fine of not exceeding \$1,000, or imprisonment not exceeding 3 years, or both*



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## **TAB A**

### **Submission of Information and Forms**

#### **2.5 Licenses**

A. H125 Type Certificate

B. FAA Repair Station Certificate (AHI Texas)

C. FAA Repair Station Certificate (AHI  
Mississippi)

**D. FAA Repair Station Certificate (Hangar One)**

E. FAR Report (Hangar One)

The City of

**SAN DIEGO** 

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UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION

# Air Agency Certificate

*Number* 1HGR058B

*This certificate is issued to*

**Hangar One Avionics, Inc.**

*whose business address is*

**2026 Palomar Airport Road  
Carlsbad, CA 92011**

*upon finding that its organization complies in all respects  
with the requirements of the Federal Aviation Regulations  
relating to the establishment of an Air Agency, and is  
empowered to operate an approved* **repair station.**

*with the following ratings:*

**Airframe  
Limited Airframe  
Limited Instrument  
Limited Powerplant  
Limited Radio**

*This certificate, unless canceled, suspended, or revoked,  
shall continue in effect* **indefinitely.**

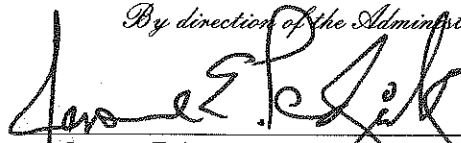
*Date issued:*

**20 December 2007**

**amended: 08 August 2011**

**This Certificate is not Transferable, AND ANY MAJOR CHANGE IN THE BASIC FACILITIES, OR IN THE LOCATION THEREOF,  
SHALL BE IMMEDIATELY REPORTED TO THE APPROPRIATE REGIONAL OFFICE OF THE FEDERAL AVIATION ADMINISTRATION**

*By direction of the Administrator*



**Jerome E. Pendzick - Manager, SAN FSDO**

**Any alteration of this certificate is punishable by a fine of not exceeding \$1,000, or imprisonment not exceeding 3 years, or both**

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# AIRBUS

## TAB A

### Submission of Information and Forms

#### 2.5 Licenses

A. H125 Type Certificate

B. FAA Repair Station Certificate (AHI Texas)

C. FAA Repair Station Certificate (AHI  
Mississippi)

D. FAA Repair Station Certificate (Hangar One)

E. FAR Report (Hangar One)

The City of

**SAN DIEGO**



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## **FAR Report**

**Certification for: HANGAR ONE AVIONICS, INC.**

**DUNS: 827843439**

**Certification Validity From: Thu Apr 18 11:35:19 EDT 2019**

**To : Fri Apr 17 11:35:20 EDT 2020**

**I have read each of the FAR and DFARS provisions presented on this page. By submitting this certification, I, Ken Piland, am attesting to the accuracy of the representations and certifications contained herein, including the entire NAICS table. I understand that I may be subject to criminal prosecution under Section 1001, Title 18 of the United States Code or civil liability under the False Claims Act if I misrepresent HANGAR ONE AVIONICS, INC. in any of these representations or certifications to the Government.**

By maintaining an active entity registration in SAM, the entity complied with requirements to report proceedings data in accordance with FAR 52.209-7 Information Regarding Responsibility Matters and with requirements to report executive compensation data in accordance with FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards.

### **FAR 52.203-2 Certificate of Independent Price Determination (Apr 1985)**

- (a) The offeror certifies that-
  - (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-
    - (i) Those Prices
    - (ii) The intention to submit an offer; or
    - (iii) The methods or factors used to calculate the prices offered.
  - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
  - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory-
  - (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or
  - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision Ken Piland , Avionics Manager;
    - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and
    - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

#### **(End of Provision)**

### **FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2007)**

- (a) Definitions. As used in this provision-"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions"(52.203-12).
- (b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.
- (c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.
- (d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

#### **(End of Provision)**



**FAR 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (JAN 2017)**

As prescribed in 3.909-3(a), insert the following provision: Prohibition on Contracting With Entities That Require Certain Internal Confidentiality Agreements or Statements-Representation (JAN 2017)

(a) Definition.

Internal confidentiality agreement or statement, subcontract, and subcontractor, as used in this provision, are defined in the clause at 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

(b) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use funds appropriated (or otherwise made available) for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(c) The prohibition in paragraph (b) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

**(End of Provision)**

**FAR 52.204-3 Taxpayer Identification (Oct 1998)**

(a) Definitions

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

\* ☒ TIN on file.

\* ☐ TIN has been applied for.

\* TIN is not required because:

\* ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\* ☐ Offeror is an agency or instrumentality of a foreign government;

\* ☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

\* ☐ sole proprietorship;

\* ☐ Partnership;

\* ☐ Corporate entity (not tax-exempt);

\* ☐ Corporate entity (tax-exempt);

\* ☐ Government entity (Federal, State, or local);

\* ☐ Foreign government;

\* ☐ International organization per 26 CFR 1.6049-4;

\* ☒ Other

Subchapter S Corporation

(f) Common parent.

\* ☒ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\* ☐ Name:

TIN:

**(End of Provision)**

**FAR 52.204-5 Women-Owned Business (Other Than Small Business) (Oct 2014)**

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

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐ is a women-owned business concern.

**(End of Provision)**

**FAR 52.204-17 Ownership or Control of Offeror (Jul 2016)**

(a) Definition. As used in this provision--  
Commercial and Government Entity (CAGE) code means--

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity, or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

(b) The Offeror represents that it ☐ has or ☒ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.\*

(c) If the Offeror indicates "has" in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_\_

Immediate owner legal name: Offeror asserts international ownership. They must provide the owner's NCAGE Code within 90 days of registration.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity?

☐ Yes ☐ No

(d) If the Offeror indicates "yes" in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: \_\_\_\_\_  
Highest-level owner legal name: Offeror asserts international ownership. They must provide the owner's NCAGE Code within 90 days of registration.  
(Do not use a "doing business as" name)

\*Currently, only one Immediate or Highest-Level Owner may be identified by a CAGE Code. If the offeror has more than one (such as a joint venture) at either level of ownership, they must select only one to report.

**(End of Provision)**

**FAR 52.204-20 Predecessor of Offeror (Jul 2016)**

(a) Definitions. As used in this provision--

"Commercial and Government Entity (CAGE) code" means--

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity, or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it ☐ is or ☒ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated "is" in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE Code: \_\_\_\_\_  
(or mark "Unknown").  
Predecessor legal name: \_\_\_\_\_  
(Do not use a "doing business as" name)

**(End of Provision)**

**FAR 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations-Representation (Nov 2015)**

(a) Definitions. "Inverted domestic corporation" and "subsidiary" have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) Representation. the offeror represents that-

- (1) It ☐ is ☒ is not an inverted domestic corporation; and
- (2) It ☐ is ☒ is not a subsidiary of an inverted domestic corporation.

**(End of Provision)**

**FAR 52.209-5 Certification Regarding Responsibility Matters (OCT 2015)**

- (a)(1) The Offeror certifies, to the best of its knowledge and belief, that-
- (i) The Offeror and/or any of its Principals-
    - (A) Are ☐ Are not ☒ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
    - (B) Have ☐ Have not ☒ , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);
    - (C) Are ☐ Are not ☒ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
    - (D) Have ☐ Have not ☒ , within a three-year period preceding this offer, been notified of any delinquent Federal Taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.
      - (1) Federal taxes are considered delinquent if both of the following criteria apply:
        - (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
        - (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
      - (2) Examples:
        - (i) The taxpayer has received a statutory notice of deficiency, under I.R.C.6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
        - (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
        - (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C.6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
        - (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C 362 (the Bankruptcy Code).
    - (ii) The Offeror has ☐ , has not ☒ , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
  - (2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).
- This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.
- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**(End of Provision)**

**FAR 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)**

Definitions. As used in this clause- "Inverted domestic corporation" means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Subsidiary" means an entity in which more than 50 percent of the entity is owned-

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-2.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**(End of Provision)**

**FAR 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016)**

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that-

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-

(1) It ☐ is ☒ is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It ☐ is ☒ is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

**(End of Provision)**

**FAR 52.212-3 Offeror Representations and Certifications - Commercial Items (Oct 2018)**

The NAICS Codes you selected on the Goods and Services page of this registration are listed in the table under 52.212-3(c). Those NAICS Codes for which you are identified as small serve to complete the small business concern representation in 52.212-3(c)(1).

You are certifying to your size status for all the NAICS codes in the table. Please review it carefully. The Y/N answers are located in the "Small Business?" column. A "Y" indicates "Small" and "N" indicates "Other than Small." This status is derived from the SBA's size standards based on the size metrics you entered.

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certifications electronically in the System for Award Management (SAM), accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

(a) Definitions. As used in this provision-

"Commercial and Government Entity (CAGE) code" means--

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or government entity, or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Contractor and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as an NCAGE code.

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible for the WOSB Program.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Internal confidentiality agreement or statement" means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.

"Inverted domestic corporation", means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except-

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate-

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Sensitive technology"-

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service - disabled veteran - owned small business concern"-

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

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

"Small disadvantaged business concern", consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-
  - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
  - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Subcontract" means any contract as defined in subpart 2.1 entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm (including a consultant) that furnishes supplies or services to or for a prime contractor or another subcontractor.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned-

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the

predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

"Veteran owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

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

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_.

[Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States or its outlying areas. Check all that apply.

NAICS Code	Name	NAICS Exception	Size Standard	Small Business?
336411	Aircraft Manufacturing		1500	Y
488190	Other Support Activities for Air Transportation		\$32500000.00	Y

- (1)\* Small business concern. The offeror represents as part of its offer that it [X] is, [ ] is not a small business concern.
- (2)\* Veteran-owned small business concern. The offeror represents as part of its offer that it [ ] is, [X] is not a veteran-owned small business concern.
- (3)\* Service-disabled veteran-owned small business concern. The offeror represents as part of its offer that it [ ] is, [X] is not a service-disabled veteran-owned small business concern.
- (4) Small disadvantaged business concern. The offeror represents, that it [X] is, [ ] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5)\* Women-owned small business concern. The offeror represents that it [ ] is, [X] is not a women-owned small business concern.

\*Small business concern, Veteran-owned small business concern, Service-disabled veteran-owned small business concern, and Women-owned small business concern size status is calculated based on the Small Business Administration size standard for each NAICS code using the size metrics (e.g. Average Number of Employees and Average Annual Receipts) provided by HANGAR ONE AVIONICS, INC. in their SAM registration.

- (6)\*\* Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision] The offeror represents that:
  - (i) It [ ] is, [ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
  - (ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture:] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

- (7)\*\* Economically disadvantaged women-owned small business (EDWOSB) concern . [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that:
  - (i) It [ ] is, [ ] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

- (ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ ] is a women-owned business concern.

- (9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

State Eligible Labor Surplus: Civil Jurisdictions Included:

- (10) HUBZone small business concern. The offeror represents, as part of its offer, that-
  - (i) It [ ] is, It[X] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified in accordance with 13 CFR part 126; and
  - (ii) It [ ] is, It[X] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

- (d) Representations required to implement provisions of Executive Order 11246-
  - (1) Previous contracts and compliance. The offeror represents that-
    - (i) It [ ] has It [X] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
    - (ii) It [X] has It [ ] has not filed all required compliance reports.
  - (2) Affirmative Action Compliance. The offeror represents that-
    - (i) It [ ] has developed and has on file, It [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or
    - (ii) It [X] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

- (e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

- (f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR)52.225-1, Buy American-Supplies, is included in this solicitation.)

- (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

- (2) Foreign End Products:

- (3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.



(g)(1) Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the clause at FAR52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act- Free Trade Agreements-Israeli Trade Act": Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":  
Canadian End Products:

(3) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":  
Canadian or Israeli End Products:

(4) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

(1) ☐ Are ☒ Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have ☒ Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) ☐ Are ☒ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have ☒ Have not within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples:

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C.6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court Review, this will not be a final tax liability under the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C.6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the tax payer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C.6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U. S. C 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Products	Listed Country of Origin
Bamboo	Burma
Beans (green, soy, yellow)	Burma
Brazil Nuts/Chestnuts	Bolivia
Bricks	Afghanistan, Burma, China, India, Nepal, Pakistan
Carpets	Nepal, Pakistan
Cattle	South Sudan
Cassiterite	Democratic Republic of Congo
Coal	Pakistan
Coca (stimulant plant)	Colombia
Cocoa	Cote d'Ivoire, Nigeria
Coffee	Cote d'Ivoire
Coltan	Democratic Republic of Congo
Cotton	Benin, Burkina Faso, China, Tajikistan, Uzbekistan
Cottonseed (hybrid)	India
Diamonds	Sierra Leone
Dried Fish	Bangladesh
Electronics	China
Embroidered Textiles (zari)	India, Nepal
Fish	Ghana
Garments	Argentina, India, Thailand, Vietnam
Gold	Burkina Faso, Democratic Republic of Congo
Granite	Nigeria
Gravel (crushed stones)	Nigeria
Pornography	Russia
Rice	Burma, India, Mali
Rubber	Burma
Shrimp	Thailand
Stones	India, Nepal
Sugarcane	Bolivia, Burma
Teak	Burma
Textiles (hand-woven)	Ethiopia
Tilapia (fish)	Ghana
Tobacco	Malawi
Toys	China
Wolframite	Democratic Republic of Congo

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☒ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of Manufacture (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

FSC Code	Place Of Manufacture
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(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☒ does not certify that \_\_\_\_

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does, ☒ does not certify that \_\_\_\_

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies \_\_\_\_

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

\* ☒ TIN on file.

\* ☐ TIN has been applied for.

\* TIN is not required because:

\* ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\* ☐ Offeror is an agency or instrumentality of a foreign government;

\* ☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

\* ☐ sole proprietorship;

\* ☐ Partnership;

\* ☐ Corporate entity (not tax-exempt);

\* ☐ Corporate entity (tax-exempt);

\* ☐ Government entity (Federal, State, or local);

\* ☐ Foreign government;

\* ☐ International organization per 26 CFR 1.6049-4;

\* ☒ Other

Subchapter S Corporation

(5) Common parent.

\* ☒ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\* ☐ Name:

TIN:

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

- (n) Prohibition on Contracting with Inverted Domestic Corporations.  
 (1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.  
 (2) Representation. the offeror represents that-  
 (i) It ☐ is ☒ is not an inverted domestic corporation; and  
 (ii) It ☐ is ☒ is not a subsidiary of an inverted domestic corporation.
- (o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.  
 (1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.  
 (2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-  
 (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;  
 (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and  
 (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).  
 (3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-  
 (i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and  
 (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

- (p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.)  
 (1) The Offeror represents that it ☐ has or ☒ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.\*  
 (2) If the Offeror indicates "has" in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_\_  
 Immediate owner legal name: Offeror asserts international ownership. They must provide the owner's NCAGE Code within 90 days of registration.  
 (Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity?

☐ Yes ☐ No

- (3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: \_\_\_\_\_  
 Highest-level owner legal name: Offeror asserts international ownership. They must provide the owner's NCAGE Code within 90 days of registration.  
 (Do not use a "doing business as" name)

\*Currently, only one Immediate or Highest-Level Owner may be identified by a CAGE Code. If the offeror has more than one (such as a joint venture) at either level of ownership, they must select only one to report.

- (q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.  
 (1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that-  
 (i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or  
 (ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.  
 (2) The Offeror represents that-  
 (i) It ☐ is ☒ is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and  
 (ii) It ☐ is ☒ is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☒ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE Code: \_\_\_\_\_  
(or mark "Unknown").  
Predecessor legal name: \_\_\_\_\_  
(Do not use a "doing business as" name)

(s) Reserved.

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

#### Alternate I (Oct 2014)

As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

#### (End of Provision)

**FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Oct 2018)**

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

- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- (3) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (4) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

[Contracting Officer check as appropriate.]

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509)).
- (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (5) [Reserved].
- (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).
- (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- (10) [Reserved].
- (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- (ii) Alternate I (Nov 2011) of 52.219-3.
- (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (ii) Alternate I (Jan 2011) of 52.219-4.
- (13) [Reserved].
- (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
- (ii) Alternate I (Nov 2011).
- (iii) Alternate II (Nov 2011).
- (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Nov 2016) of 52.219-9.
- (iii) Alternate II (Nov 2016) of 52.219-9.
- (iv) Alternate III (Nov 2016) of 52.219-9.
- (v) Alternate IV (Nov 2016) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(ii)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).
- Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.
- (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).
- (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Oct 2015) of 52.223-13.
- (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-14.
- (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-16.
- (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- (46) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- (47)(i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- (ii) Alternate I (Jan 2017) of 52.224-3.
- (48) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).
- (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I (May 2014) of 52.225-3.
- (iii) Alternate II (May 2014) of 52.225-3.



- (iv) Alternate III (May 2014) of 52.225-3.
- (50) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (51) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (56) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (57) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (58) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (59) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (61) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).
- (62)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- (ii) Alternate I (Apr 2003) of 52.247-64.

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

- [Contracting Officer check as appropriate.]
- (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).
  - (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
  - (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
  - (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
  - (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
  - (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
  - (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
  - (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
  - (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
  - (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

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

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

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

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

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

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)
- (vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- (vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)
- (x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xi) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- (xii) — (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xv) 52.222-54, Employment Eligibility Verification (Oct 2015).
- (xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (Executive Order 13658).
- (xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).
- Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.
- (xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016)).
- (xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- (xx)(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- (B) Alternate I (Jan 2017) of 52.224-3.
- (xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

#### **ALTERNATE I (Feb 2000)**

As prescribed in 12.301(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause."

#### **ALTERNATE II (Jan 2017)**

As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to-

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than-

(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(A) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(D) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(E) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(F) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(G) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

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

(I) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(J) (1) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).

(2) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(K) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(L) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(M) 52.222-54, Employment Eligibility Verification (Oct 2015) (Executive Order 12989).

(N) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(O) 52.222-59 Compliance with Labor Laws (Executive Order 13673) (Oct 2016).

Note to paragraph (e)(1)(ii)(O): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(P) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).

(Q) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(R)(1) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(2) Alternate I (Jan 2017) of 52.224-3.

(S) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note)

(T) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(U) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

**(End of Provision)**

**FAR 52.214-14 Place of Performance-Sealed Bidding (Apr 1985)**

(a) The bidder, in the performance of any contract resulting from this solicitation, [ ] intends, [X] does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.

(b) If the bidder checks "intends" in paragraph (a) of this provision, it shall insert in the spaces provided below the required information:

Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder

**(End of Provision)**

**FAR 52.215-6 Place of Performance (Oct 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [ ] intends [X] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder

**(End of Provision)**

**FAR 52.219-1 Small Business Program Representations (Oct 2014)**

The NAICS Codes you selected on the Goods and Services page of this registration are listed in the table under 52.219-1(c). Those NAICS Codes for which you are identified as small serve to complete the small business concern representation in 52.219-1(c)(1).

You are certifying to your size status for all the NAICS codes in the table. Please review it carefully. The Y/N answers are located in the "Small Business?" column. A "Y" indicates "Small" and "N" indicates "Other than Small." This status is derived from the SBA's size standards based on the size metrics you entered.

(a) Definitions. As used in this provision-

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and  
(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

"Small disadvantaged business concern," consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) (1) The North American Industry Classification System (NAICS) code for this acquisition is See Note.\*

(2) The small business size standard is See Note.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(c) Representations

NAICS Code	Name	NAICS Exception	Size Standard	Small Business?
336411	Aircraft Manufacturing		1500	Y
488190	Other Support Activities for Air Transportation		\$32500000.00	Y

(1)\*\* The offeror represents as part of its offer that it [X] is, [ ] is not a small business concern (see below).

(2)\*\* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it [X] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3)\*\* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [ ] is, [X] is not a women-owned small business concern. (See Below)

(4)\*\* Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that-

(i) It [ ] is, [ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5)\*\* Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that-

(i) It [ ] is, [ ] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [ ] is, [X] is not a veteran-owned small business concern.

(7)\*\* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern. (See Below)

\*If you are responding to a Government solicitation for supplies or services under a NAICS code not listed in paragraph (b) of this certification, you must provide this certification directly to the Contracting Officer.

\*\*Small business concern, Veteran-owned small business concern, Service-disabled veteran-owned small business concern, and Women-owned small business concern size status is calculated based on the Small Business Administration size standard for each NAICS code using the size metrics (e.g. Average Number of Employees and Average Annual Receipts) provided by HANGAR ONE AVIONICS, INC. in their SAM registration.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It [ ] is, [X] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [ ] is, [X] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged woman-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, or 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

#### Alternate I (Sept 2015)

As prescribed in 19.309(a)(2), add the following paragraph (c)(9) to the basic provision:

(9) [Complete if offeror represented itself as disadvantaged in paragraph (c)(2) of this provision.] The offeror shall check the category in which its ownership falls:

[ ] Black American.

[ ] Hispanic American.

[ ] Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

[ ] Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

[ ] Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

[ ] Individual/concern, other than one of the preceding.

(End of Provision)

FAR 52.219-2 Equal Low Bids (Oct 1995)

(a) This provision applies to small business concerns only

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

**(End of Provision)**

**FAR 52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2001)**

(a) Definition:

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Products	Listed Country of Origin
Bamboo	Burma
Beans (green, soy, yellow)	Burma
Brazil Nuts/Chestnuts	Bolivia
Bricks	Afghanistan, Burma, China, India, Nepal, Pakistan
Carpets	Nepal, Pakistan
Cattle	South Sudan
Cassiterite	Democratic Republic of Congo
Coal	Pakistan
Coca (stimulant plant)	Colombia
Cocoa	Cote d'Ivoire, Nigeria
Coffee	Cote d'Ivoire
Coltan	Democratic Republic of Congo
Cotton	Benin, Burkina Faso, China, Tajikistan, Uzbekistan
Cottonseed (hybrid)	India
Diamonds	Sierra Leone
Dried Fish	Bangladesh
Electronics	China
Embroidered Textiles (zari)	India, Nepal
Fish	Ghana
Garments	Argentina, India, Thailand, Vietnam
Gold	Burkina Faso, Democratic Republic of Congo
Granite	Nigeria
Gravel (crushed stones)	Nigeria
Pornography	Russia
Rice	Burma, India, Mali
Rubber	Burma
Shrimp	Thailand
Stones	India, Nepal
Sugarcane	Bolivia, Burma
Teak	Burma
Textiles (hand-woven)	Ethiopia
Tilapia (fish)	Ghana
Tobacco	Malawi
Toys	China
Wolframite	Democratic Republic of Congo

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision

☒ (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

☐ (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

**(End of Provision)**

**R 52.222-22 Previous Contracts and Compliance Reports (Feb 1999)**

The offeror represents that-

(a) It ☐ has It ☒ has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;

(b) It ☒ has It ☐ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**(End of Provision)**

**FAR 52.222-25 Affirmative Action Compliance (Apr 1984)**

The offeror represents that-

(a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It ☒ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**(End of Provision)**

**FAR 52.222-38 Compliance with Veterans' Employment Reporting Requirements (Feb 2016)**

As prescribed in 22.1310 (c), insert the following provision:

**COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (Feb 2016)**

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) ( i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Veterans), it has filed the most recent VETS-4212 Report required by that clause.

**(End of Provision)**

**FAR 52.222-48 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification (May 2014)**

(a) The offeror shall check the following certification:

Certification

The offeror ☐ does certify ☒ does not certify that -

(1) The items of equipment to be serviced under this contract are used regularly for other than Government purposes, and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontractor) in substantial quantities to the general public in the course of normal business operations;

(2) The services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.

(i) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.

(ii) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror; and

(3) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract are the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(c)(3) that the Service Contract Labor Standards statute-

(1) Will not apply to this offeror, then the Service Contract Labor Standards clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements, in this solicitation will not be included in any resultant contract awarded to this offeror, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision-

(1) The clause in this solicitation at 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements, will not be included in any resultant contract awarded to this offeror; and

(2) The offeror shall notify the Contracting Officer as soon as possible, if the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

**(End of Provision)**

**FAR 52.222-50 Combating Trafficking in Persons (MAR 2015)**

As prescribed in 22.1705(a)(1), insert the following clause:

**COMBATING TRAFFICKING IN PERSONS (MAR 2015)**



(a) Definitions. As used in this clause-

"Agent" means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

"Coercion" means-

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

"Commercially available off-the-shelf (COTS) item" means-

- (1) Any item of supply (including construction material) that is-
  - (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
  - (ii) Sold in substantial quantities in the commercial marketplace; and
  - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

"Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

"Employee" means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

"Forced Labor" means knowingly providing or obtaining the labor or services of a person-

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

"Involuntary servitude" includes a condition of servitude induced by means of-

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

"Severe forms of trafficking in persons" means-

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Policy. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not-

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract;
- (3) Use forced labor in the performance of the contract;
- (4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- (5)(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;
- (ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
- (6) Charge employees recruitment fees;
- (7)(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment-
  - (A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or
  - (B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that-
- (ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is-
  - (A) Legally permitted to remain in the country of employment and who chooses to do so; or
  - (B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;
- (iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.
- (8) Provide or arrange housing that fails to meet the host country housing and safety standards; or
- (9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) Contractor requirements. The Contractor shall-

- (1) Notify its employees and agents of-
  - (i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and
  - (ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and
- (2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification.

- (1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of-
  - (i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and
  - (ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.
- (2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in-

- (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
- (2) Requiring the Contractor to terminate a subcontract;
- (3) Suspension of contract payments until the Contractor has taken appropriate remedial action;
- (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
- (5) Declining to exercise available options under the contract;
- (6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
- (7) Suspension or debarment.

(f) Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following:

- (1) Mitigating factors. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.
- (2) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) Full cooperation.

- (1) The Contractor shall, at a minimum-
  - (i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;
  - (ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;
  - (iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and
  - (iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.
- (2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not-
  - (i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;
  - (ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or
  - (iii) Restrict the Contractor from-
    - (A) Conducting an internal investigation; or
    - (B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

- (h) Compliance plan.
- (1) This paragraph (h) applies to any portion of the contract that-
- (i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
- (ii) Has an estimated value that exceeds \$500,000.
- (2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate-
- (i) To the size and complexity of the contract; and
- (ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.
- (3) Minimum requirements. The compliance plan must include, at a minimum, the following:
- (i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.
- (ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at [help@befree.org](mailto:help@befree.org).
- (iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.
- (iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.
- (v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.
- (4) Posting.
- (i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.
- (ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.
- (5) Certification. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that-
- (i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and
- (ii) After having conducted due diligence, either-
- (A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or
- (B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.
- (i) Subcontracts.
- (1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that-
- (A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
- (B) Has an estimated value that exceeds \$500,000.
- (2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

**(End of Provision)**

**FAR 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification (May 2014)**

- (a) The offeror shall check the following certification:
- Certification
- The offeror [ ] does[X] does not certify that -
- (1) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
- (2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;
- (3) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
- (4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR22.1003-4(d)(3) that the Service Contract Labor Standards statute-

(1) Will not apply to this offeror, then the Service Contract Labor Standards clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at FAR52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements, in this solicitation will not be included in any resultant contract awarded to this offer, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision-

(1) The clause of this solicitation at 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements, will not be included in any resultant contract to this offeror; and

(2) The offeror shall notify the Contracting Officer as soon as possible if the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

**(End of Provision)**

**FAR 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan (MAR 2015)**

As prescribed in 22.1705(b), insert the following provision:

**CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (MAR 2015)**

(a) The term "commercially available off-the-shelf (COTS) item," is defined in the clause of this solicitation entitled "Combating Trafficking in Persons" (FAR clause 52.222-50).

(b) The apparent successful Offeror shall submit, prior to award, a certification, as specified in paragraph (c) of this provision, for the portion (if any) of the contract that-

(1) Is for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; and

(2) Has an estimated value that exceeds \$500,000.

(c) The certification shall state that-

(1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons; and

(2) After having conducted due diligence, either-

(i) To the best of the Offeror's knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or

(ii) If abuses relating to any of the prohibited activities identified in 52.222-50(b) have been found, the Offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

**(End of Provision)**

**FAR 52.223-1 Biobased Product Certification (May 2012)**

(a) As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 3201, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

**(End of Provision)**

**FAR 52.223-4 Recovered Material Certification (May 2008)**

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

[X] certifies compliance with 52.223-4

**(End of Provision)**

**FAR 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)**

**Alternate I (May 2008)**

As prescribed in 23.406(d), redesignate paragraph (b) of the basic clause as paragraph (c) and add the following paragraph (b) to the basic clause:

(b) The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)):

#### **Certification**

[X] I, Ken Piland(name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated items met the applicable contract specifications or other contractual requirements.

Submission of this record serves as the signature for this Certification

[Signature of the Officer or Employee]

Ken Piland

[Typed Name of the Officer or Employee]

[Title]

(Doing Business As:)

[Name of Company, Firm, or Organization]

Thu Apr 18 11:35:19 EDT 2019

[Date]

**(End of Provision)**

#### **FAR 52.223-22 Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation (Dec 2016)**

As prescribed in 23.804(b), insert the following provision:

Public Disclosure of Greenhouse Gas Emissions and Reduction Goals- Representation (Dec 2016)

(a) This representation shall be completed if the Offeror received \$7.5 million or more in Federal contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(b) Representation [Offeror is to check applicable blocks in paragraphs (b)(1) and (2).]

(1) The Offeror (itself or through its immediate owner or highest-level owner) [ ] does, [ ] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(2) The Offeror (itself or through its immediate owner or highest-level owner) [ ] does, [ ] does not publicly disclose a quantitative greenhouse emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(3) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(c) If the Offeror checked "does" in paragraphs (b)(1) or (b)(2) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:

**(End of Provision)**

#### **FAR 52.225-2 Buy American Act Certificate (May 2014)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(b) Foreign End Products:

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

**(End of Provision)**

#### **FAR 52.225-4 Buy American-Free Trade Agreements-Israeli Trade Act Certificate (May 2014)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(b) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":  
Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:"

(c) The offeror shall list those supplies that are foreign endproducts (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

(d) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

#### **Alternate I (May 2014)**

As prescribed in 25.1101 (b)(2)(ii), substitute the following paragraph (b) for paragraph (b) of the basic provision:  
(b) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":  
Canadian End Products:

#### **Alternate II (May 2014)**

As prescribed in 25.1101(b)(2)(iii), substitute the following paragraph (b) for paragraph (b) of the basic provision:  
(b) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":  
Canadian or Israeli End Products:

#### **Alternate III (May 2014)**

As prescribed in 25.1101(b)(2)(iv), substitute the following paragraph (b) for paragraph (b) of the basic provision:  
(b) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":  
Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

#### **(End of Provision)**

#### **FAR 52.225-6 Trade Agreements Certificate (May 2014)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made, or designated country, end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(b) The offeror shall list as other end products those supplies that are not U.S.-made, or designated country, end products.  
Other End Products:

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made, or designated country, end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made, or designated country, end products unless the Contracting Officer determines that there are no offers for those products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

#### **(End of Provision)**

#### **FAR 52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan-Certification (Aug 2009)**

(a) Definitions. As used in this provision-

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means-

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate-

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended

(b) Certification. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

#### (End of Provision)

#### **FAR 52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran - Representation and Certifications (Oct 2015)**

(a) Definitions. As used in this provision-

"Person"-

(1) Means-

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

"Sensitive technology"-

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror-

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if-

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

**(End of Provision)**

**FAR 52.226-2 Historically Black College or University and Minority Institution Representation (Oct 2014)**

(a) Definitions. As used in this provision-

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2.

"Minority institution" means an institution of higher education meeting the requirements of Section 365(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k), including a Hispanic-serving institution of higher education, as defined in Section 502(a) of the Act (20 U.S.C. 1101a).

(b) Representation. The offeror represents that it-  
[ ] is [X] is not a historically black college or university;

[ ] is [X] is not a minority institution.

**(End of Provision)**

**FAR 52.227-6 Royalty Information (Apr 1984)**

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

**(End of Provision)**

**FAR 52.227-15 Representation of Limited Rights Data and Restricted Computer Software (Dec 2007)**

(a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data-General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data-General clause at 52.227-14 included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [offeror check appropriate block]-

(1) [X] None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software; or

(2) [ ] Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

**(End of Provision)**



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## TAB A

### Submission of Information and Forms

2.1 Exceptions

2.2 Contractor Standards Pledge of Compliance  
Form

2.3 Equal Opportunity Contracting Forms

2.5 Licenses

**2.6.a Manufacturer's Price List**

2.6.b Additional Information

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## 2.6.a. Manufacturer's Price List

In accordance with Addendum A, dated August 21, 2019, response to Question 6, the following table shows the base price of the "green" aircraft prior to requested modification.

# AIRBUS

SAN DIEGO POLICE DEPARTMENT



### 2019 H125

BASIC AIRCRAFT:			\$3,199,000
▪ LH Sliding Door w/Reduced Hi-Vis Door		▪ Collective Activated Hourmeter	
▪ Cabin Heating/Demisting Circuit		▪ Rotor Brake	
▪ High Skid Landing Gear		▪ Wire Strike Protection System - EC - Fixed Provisions	
▪ Long Boarding Steps		▪ Energy-Attenuating Seats - Pilot & Copilot	
▪ NVG VEMD		▪ Dual Hydraulics	
▪ 200 Amp Auxelic Starter Generator		▪ LED Position Lights - RH/LH	
▪ LED Fin Anti-collision Light		▪ Crash Resistant Fuel Systems	
▪ Vision 1000 Flight Data Monitoring System		▪ Aft Baggage Door Mod	
▪ Enhanced Thermal Protection on Rear Transmission		▪ Tail Rotor Guard, Removable Parts	
▪ Right Hand Rear Sliding Door		▪ Air Conditioner / RSG	
▪ Step - Cowling Maintenance - LH/RH			
▪ Pulsed Landing and Taxi Light			
▪ Hi-vis Main Rotor Blades Two Color - RED/WHITE			
▪ Exterior: Choice of up to three (3) colors			
▪ Interior: Factory covered seat cushions			
STANDARD AVIONICS:			INCLUDED
COMNAV/GPS	GTN650	Garmin	
NAV/COM	GNC255A	Garmin	
Electronic Flight Display System	G500 TXi	Garmin	
Chartview Option			
Synthetic Vision Option			
Electronic Standby Instrument	ESI-500	L3	
Transponder	GTX335R	Garmin	
Audio	GMA350H	Garmin	
Dual USB	TA202	Mid-Continent	
ELT	406AP-H Integra Ext'd Range	Kannad	

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Form

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2.6.b Additional Information

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## **TAB A**

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#### **2.6.b Additional Information**

**A. Reference List (AHI)**

**B. Reference List (Hangar One)**

**C. Hangar Keeper's Insurance Certificate  
(AHI)**

**D. Hangar Keeper's Insurance Certificate  
(Hangar One)**

The City of

**SAN DIEGO**





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## 2.6.b.A. AHI Reference List

### San Jose Police Department – Air Support Unit

Andy Lacayo  
201 West Mission Street  
San Jose, CA 95110  
(408) 993-8682  
andy.lacayo@sanjoseca.gov

### Ohio State Highway Patrol

Justin Cromer  
2829 West Dublin Granville Road  
Columbus, OH 43235  
(614) 466-4468  
jwcromer@dps.state.oh.us

### San Antonio Police Department

Emilio Mascorro  
1223 99th Street  
San Antonio, TX 78214  
(210) 207-7390  
emilio.mascorro@sanantonio.gov

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## **TAB A**

### **Submission of Information and Forms**

#### **2.6.b Additional Information**

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(AHI)**

**D. Hangar Keeper's Insurance Certificate  
(Hangar One)**

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## 2.6.b.B. Hangar One Reference List

### San Jose Police Department

Steve Guggiana  
201 West Mission Street  
San Jose CA 95110  
(925) 784-3412  
steven.guggiana@sanjoseca.gov

### Orange County Sheriff's Department

William Fitzgerald  
361 Paularino Avenue  
Costa Mesa CA 92626  
(714) 330-6214  
WFitzgerald@ocsd.org

### Utah Department of Public Safety

Luke Bowman  
135 North 2400 West  
Salt Lake City, UT 84116  
(801) 664-7165  
lbowman@utah.gov

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## **TAB A**

### **Submission of Information and Forms**

#### **2.6.b Additional Information**

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**B. Reference List (Hangar One)**

**C. Hangar Keeper's Insurance Certificate  
(AHI)**

**D. Hangar Keeper's Insurance Certificate  
(Hangar One)**



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Marsh USA  
David A. Ekes  
Managing Director  
500 Dallas Street, Suite 1500  
Houston, TX 77002  
Phone: 713-276-8515 Fax: 713-276-8664  
E-Mail: david.ekes@marsh.com

**CERTIFICATE OF INSURANCE**  
(Sometimes referred to herein as "this Certificate")

Subject to all of the below referenced Policy(ies)' declarations, insuring agreements, conditions and exclusions (including but not limited to limits of liability, deductibles, warranties and/or endorsements contained therein) (hereinafter, the "Policy(ies)' Terms"), this is to certify to:

To Whom it May Concern

(Sometimes referred to herein as "the Certificate Holder(s)")

that the Insurers referred to below, each for their own part and not one for the other, are providing the following insurance:

**NAMED INSURED(S):** Airbus Helicopters, Inc. ("AHI") (hereinafter, the "Named Insured(s)")

**NAMED INSURED(S)' ADDRESS:** ): located at 2701 N Forum Drive, Grand Prairie, Texas 75052 (hereinafter, the "Named Insured(s)' Address")

**POLICY PERIOD:** 1 January 2019 to 31 December 2019 on both dates at 12:01AM local time in effect at the Named Insured(s) Address (hereinafter, the "Policy Period")

**POLICY(IES) (hereinafter, the "Policy(ies)")/INSURERS (hereinafter, "Insurers")/POLICY NUMBERS:**

Allianz Global Risks US Insurance Company  
c/o Allianz Global Corporate & Specialty  
1 Chase Manhattan Plaza, 37th Floor  
New York, NY 10005  
Policy Number: A1PR000662419AM

**SEVERAL LIABILITY NOTICE:** The subscribing Insurers' obligations under contracts of insurance to which they subscribe are several and not joint and is limited solely to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations. LSW 1001 (Insurance)

**GEOGRAPHICAL LIMITS:** Worldwide.

**DESCRIPTION OF CONTRACT(S) TO WHICH THIS CERTIFICATE APPLIES:** Evidence only To Whom it May Concern regarding the Equipment (as described below) (hereinafter, the "Contract").

**DESCRIPTION OF EQUIPMENT INSURED:** Any aircraft owned or operated by the Named Insured (hereinafter, the "Equipment")

Summary of some of the more significant insurance coverage(s), limit(s) of liability and deductible(s) of the Policy(ies)												
INSURANCE COVERAGE(S)	LIMIT(S) OF LIABILITY NOTE: AGGREGATE LIMITS WILL BE REDUCED DUE TO PAID CLAIMS WITHOUT FURTHER NOTICE TO THE CERTIFICATE HOLDER(S)	DEDUCTIBLE(S)										
<p><b>Aviation liability insurance</b> including, inter alia, bodily injury liability, property damage liability, passenger legal liability, contractual liability, personal injury liability, hangarkeepers' liability, grounding liability, premises liability, dram shop liability, cargo liability.</p> <p>Coverage includes liability arising out of the use by the Named Insured(s) of any premises owned, leased or occupied by the Named Insured(s) which relate to the Named Insured(s)' airline operations.</p> <p>Coverage includes liability arising out of the use by the Named Insured(s) of any automobile or mobile equipment operated by the Named Insured(s) while on restricted airport premises.</p>	<p>Combined single limit (bodily injury, property damage, personal injury (passengers only)) US\$10,000,000 any one occurrence/offense and in the annual aggregate as respects personal injury liability, subject to the following sublimits which are included within and not in addition to the limit set forth above:</p> <p><b>Extended Coverage Endorsement (Aviation Liabilities) a.k.a. AVN52E:</b> US\$10,000,000 any one occurrence and in the annual aggregate (sublimit not applicable to passengers)</p> <p><b>Personal injury liability</b> (to third parties other than passengers): US\$10,000,000 any one occurrence, any one offense, and in the annual aggregate;</p>	<p>US\$1,250 (or tariff, whichever is greater) each and every claim as respects baggage liability.</p> <p>US\$10,000 (or tariff, whichever is greater) each and every claim as respects cargo liability.</p> <p>For fixed and rotor wing aircraft: 10% of the loss with a minimum of USD 1,500 any one occurrence and with a maximum of USD 20,000 any one occurrence as respects to hangarkeepers' liability</p>										
<p><b>Aircraft hull insurance*</b> covering all aircraft owned or operated by the Named Insured(s) including engines and other equipment while attached to said aircraft, or removed therefrom and not replaced.</p> <p><b>* ground, taxiing and flight risks</b></p>	<p>Aircraft agreed value as stated in the Description of Equipment Insured section above, subject to a maximum agreed value of US\$50,000,000 any one aircraft (including aircraft engine(s), part(s), component(s), and/or equipment attached thereto).</p>	<p><b>Each loss, each aircraft:</b></p>										
		<table><tr><th>aircraft type</th><th>hull deductible</th></tr><tr><td>Ec135</td><td>US\$25,000</td></tr><tr><td>H130</td><td>US\$25,000</td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr></table>	aircraft type	hull deductible	Ec135	US\$25,000	H130	US\$25,000				
		aircraft type	hull deductible									
		Ec135	US\$25,000									
		H130	US\$25,000									
	<p><i>Deductibles not applicable to total loss, constructive total loss or arranged total loss. In the event of an occurrence involving the application of more than one deductible then the highest deductible shall be applied as an aggregate deductible for all losses arising out of such occurrence</i></p>											



#### SPECIAL PROVISION(S)

Solely as respects: (i) the Insurance Coverage(s) noted above, (ii) the Contract(s) and only to the extent of the insurance requirements and/or the Named Insured(s)' indemnity obligations under the Contract(s), subject to all of the Policy(ies)' Terms applying, (iii) the Equipment (if applicable) and (iv) the operations of the Named Insured(s), the following provision(s) apply(ies):

NOTE: The term "Additional Insured(s)" when used in the following Special Provision(s) in the context of other than Aviation Liability Insurance is for sole purpose of identifying party(ies) to the Contract(s) (or others party(ies), as may be required) and shall not be construed as providing any rights to said party(ies) other than as provided under the Policy(ies).

If this Certificate (which for the purposes of this and the next paragraph only also includes any Broker Letter issued in connection with this Certificate) contain(s) provision(s) to give notice of certain events (as undertaken by us in this Certificate) ("Events") to the Certificate Holder(s) and if those Events occur with respect to the Policy(ies), said notice(s) will be sent to the Certificate Holder(s) at the address(es) shown on the first page of this Certificate. Because this Certificate initially may be transmitted via electronic mail or means other than the U.S. Postal Service, if there is/are no address(es) shown above or if the address(es) shown above is/are incomplete, out of date or incorrect, it is incumbent upon the applicable Certificate Holder(s) to notify Marsh USA (in writing, at the above address) of the correct address(es). Failure to do so will relieve Marsh USA of any obligation to notify the applicable Certificate Holder(s) of any Events relating to the Policy(ies) other than to the address(es) (to the extent they are complete) shown on the first page of this Certificate UNLESS, prior to the Events occurring, the applicable Certificate Holder(s) provide(s) Marsh USA (in writing, at the above address) with the correct address(es), in which case Marsh USA will be obligated to provide notice of Events to the applicable Certificate Holder(s) as undertaken by us in this Certificate.

This Certificate (and unless otherwise noted herein, the coverage(s) afforded the Certificate Holder(s) (and/or those designated as additional insured(s) and/or loss payee(s) and/or otherwise) under this Certificate and/or the Policy(ies)) shall automatically terminate, without further notice, upon the earliest of (i) natural expiration of the Policy(ies) on the date shown above; (ii) cancellation of the Policy(ies) prior to the natural expiration date (as notified to the Certificate Holder(s) in accordance with the provisions of this Certificate); (iii) termination of the Contract(s), except with respect to airline liability insurance required to be maintained after contract termination, in accordance with the provisions of the Contract(s); (iv) solely with respect to this Certificate and not with respect to the coverage(s) afforded the Certificate Holder(s) (and/or those designated as additional insured(s) and/or loss payee(s) and/or otherwise) under this Certificate and/or the Policy(ies)) our ceasing to be the insurance broker for the Named Insured(s) in respect of the Policy(ies); and/or (v) in the case of aircraft hull insurance and/or aircraft spare parts insurance, termination of either the Named Insured(s)' or the Certificate Holder(s)' (and/or those designated as additional insured(s) and/or loss payee(s) and/or otherwise) under this Certificate and/or the Policy(ies) insurable interest(s) in the Equipment (and in the latter cases, only with respect to those particular Certificate Holder(s) (and/or those designated as additional insured(s) and/or loss payee(s) and/or otherwise) under this Certificate and/or the Policy(ies)).

This Certificate: (i) does not constitute a contract between Insurers, Marsh USA and the Certificate Holder(s); (ii) is issued as a summary of the Policy(ies) referred to herein; (iii) is issued as a matter of information only; (iv) confers no rights upon the Certificate Holder(s) (and/or any other party that may be named in this Certificate as additional insured(s), loss payee(s), contract party(ies) or otherwise) other than those provided by the Policy(ies); (v) neither affirmatively nor negatively alters, extends or amends any of the Policy(ies)' Terms; and, (vi) notwithstanding any requirement, term or condition of any contract, agreement or other document with respect to which this Certificate may be issued or may pertain, is subject always to the Policy(ies)' Terms. The undersigned has been authorized by the above Insurers to issue this Certificate on their behalf and is not an insurer and has no liability of any sort under the Policy(ies) as an insurer as a result of this certification.

Date of Issue: January 1, 2019

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Marsh USA

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# AIRBUS

## TAB A

### Submission of Information and Forms

#### 2.6.b Additional Information

A. Reference List (AHI)

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C. Hangar Keeper's Insurance Certificate  
(AHI)

D. Hangar Keeper's Insurance Certificate  
(Hangar One)

The City of

**SAN DIEGO**



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# CERTIFICATE OF INSURANCE

This certificate is given as a matter of information only and confers no rights upon the certificate addressee.

Date: December 18, 2018

This is to certify to:

To Whom It May Concern

That the following policy has been issued to:

SCHUBACH AVIATION, INC. AND  
HANGAR ONE AVIONICS  
2026 PALOMAR AIRPORT ROAD  
CARLSBAD, CA 92011

Policy No. 16000731 issued by one or more member companies of Global Aerospace Pool through Global Aerospace, Inc.

Policy Period: from December 17, 2018 to December 17, 2019

## AVIATION GROUND OPERATIONS LIABILITY

### Coverages

### Limits of Liability

Each Occurrence Limit	\$20,000,000
Damage to Premises Rented to You Limit	\$1,000,000
Medical Expense Limit (Any One Person)	\$25,000
Personal and Advertising Injury Aggregate Limit	\$10,000,000
General Aggregate Limit (Other than Products-Completed Operations and Hangarkeepers)	Not Applicable
Products-Completed Operations Aggregate Limit	\$10,000,000
Hangarkeepers' Each Accident Limit	\$10,000,000
Hangarkeepers' Each Aircraft Limit	\$10,000,000

Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. This certificate does not amend, extend or otherwise alter the coverages afforded by the policies described herein. Limits may have been reduced by paid claims.

GLOBAL AEROSPACE, INC.

BY: \_\_\_\_\_



Certificate No. 169686784



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# AIRBUS



## RFP No. 10089562-20-K for Helicopter Purchase with Mission Configuration Installation

29 August 2019



### **Submitted To**

Brent Krohn, Supervising  
Procurement Contracting Officer  
1200 Third Avenue, Suite 200  
San Diego, California 92101

### **Company Points of Contact**

#### **Contract Management**

Kim Ford  
Contract Administration Manager  
Email: kim.ford@airbus.com  
Phone: (972) 641-3791

#### **Proposals**

Hillary McCoy  
Proposal Specialist  
Email: hillary.mccoy@airbus.com  
Phone: (972) 641-3690

### **Submitted By**

Airbus Helicopters, Inc.  
2701 North Forum Drive  
Grand Prairie, Texas 75052

#### **Regional Sales**

Travis Tinsey  
Regional Sales Manager  
Email: travis.tinsey@airbus.com  
Phone: (214) 918-4328

#### **Mission Specialist**

Ron Kelley  
Mission Segment Manager, ALE Sales  
Email: ron.kelley@airbus.com  
Phone: (662) 242-4097

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## Table of Contents

1. Executive Summary .....	5
2. Technical Response.....	7
2.1. Airbus Helicopters, Inc. ....	7
2.2. Airbus H125 Platform Overview .....	8
2.3. Airbus H125 in Airborne Law Enforcement Missions.....	9
2.4. Past Performance and Relevant Experience.....	10
2.4.1. Airbus Helicopters, Inc. Customer References.....	12
2.4.2. Customer References for Hangar One Avionics & Maintenance .....	13
2.4.3. Airbus Relevant Experience.....	14
2.4.4. Hangar One Relevant Experience .....	14
2.4.5. Airbus and Hangar One Relationships for Similar Projects .....	15
2.5. Service and Support .....	16
2.5.1. Technical Support Services .....	16
2.5.2. HCare .....	17
2.5.3. Warranty .....	17
2.6. Schedule .....	18
2.7. Technical Compliance Matrix.....	19

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## 1. Executive Summary

Airbus Helicopters is the leading provider of commercial helicopters, offering the broadest range of civil and para-public helicopters in the world. Airbus provides the most efficient helicopter solutions to our customers who serve, protect, save lives and safely carry passengers in highly demanding environments. Airbus helicopters are in service across more than 150 countries worldwide, performing nearly every type of vertical flight task imaginable. Airbus Helicopters, Inc., (AHI) the U.S. affiliate of Airbus Helicopters, is a trusted partner to the law enforcement community, supplying aircraft to more than 50 local, state, and federal government agencies.

### Airbus Helicopters is the Market Leader in Law Enforcement Helicopters in the U.S.

- More H125 helicopters (over 240 to date) are in use by U.S. law enforcement agencies than any other certified single-engine helicopter
- AHI has remained the law enforcement market leader with a growing market share of over 50% for the past 10 years
- AHI's market share has increased over the last 30 years from 25% in 1988 to 69% in 2018
- 64% of airborne law enforcement operators in North America own or have owned more than one Airbus aircraft
- The H125 has the lowest Direct Operating Costs (DOCs) of any helicopter in its class

San Diego Police Department's (SDPD) critical operations call for a helicopter that is mission-capable, safe, cost-effective to purchase and operate, and competitively priced. AHI is proposing the H125 helicopter, the number one choice of law enforcement agencies worldwide, for SDPD's operations. The versatility, efficient performance, and exceptional power make the H125 the ideal solution for SDPD. The H125 is uniquely suited for law enforcement operations as it offers excellent visibility with the multi-mission flexibility to conduct patrol surveillance, tactical operations, and passenger transport/utility missions with low operating costs. The H125 is a proven platform with a legacy of continuous improvement and enhanced safety features.

To ensure a timely delivery of SDPD's new H125, AHI will contract with Hangar One Avionics, San Diego's premier avionics and maintenance facility, for the managed completion. Hangar One Avionics is located at McClellan Palomar airport in Carlsbad, CA, and is an FAA-certified repair station and an authorized sales and service center for all major avionics manufacturers. Hangar One Avionics has consistently been a reliable and capable partner to AHI.

### Airbus Helicopters, Inc., offers the City of San Diego and the San Diego Police Department:

- ✓ The H125 helicopter – the longstanding favorite rotorcraft for law enforcement
- ✓ One H125 helicopter, and up to four optional aircraft, configured in accordance with SDPD's mission requirements
- ✓ A rapid delivery schedule to ensure the first H125 is ready when needed
- ✓ A favorable trade-in valuation
- ✓ A trusted, local subcontractor for law enforcement helicopter completions: Hangar One

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## 2. Technical Response

### 2.1. Airbus Helicopters, Inc.

Airbus Helicopters North America (AHNA) provides helicopter completions, engineering services, training, maintenance, repairs, and overhauls. Airbus Helicopters has manufacturing, customizing, and support facilities located in Grand Prairie, Texas; Columbus, Mississippi; and Fort Erie, Ontario. AHNA's production center of excellence in Columbus, Mississippi, provides new production and completion services for both commercial helicopters and the U.S. Army's UH-72A Lakota Light Utility Helicopter. AHNA is proud to have delivered more than 400 UH-72As to the U.S. Army — all on time and on budget.



For 50 years, our customers have relied on Airbus Helicopters as their partner for advancing the aviation industry in North America. We have grown to a U.S. footprint of over 860,000 square feet with more than 700 employees. AHNA is the leader in five out of six of the market segments, including airborne law enforcement with 54% market share in 2018. Airbus Helicopters, Inc., is the U.S. affiliate of Airbus Helicopters — the largest helicopter manufacturer in the world. AHNA is a subsidiary of Airbus Group, Inc., the world's second largest aerospace and defense company.



*Figure 1: The H125 in SDPD's paint scheme provides an outstanding platform for the mission.*



## 2.2. Airbus H125 Platform Overview

Introduced in 1975, the H125 brand (AS350 Ecureuil family) of helicopters has become the most popular light, single-engine helicopter in the world. The aircraft fulfills the FAR 27 regulation for VFR operations by day and night. It offers a Maximum Internal Gross Weight of 5,225 lbs. and a Maximum All-Up Weight of 6,172 lbs. in external load transport configuration. The H125 continues to evolve in response to customer requirements for greater safety, power, and performance while maintaining a lower cost of acquisition and operation than other alternatives.

The H125 incorporates the most advanced safety and survivability features available. The H125 is delivered standard with the dual-channel Full Authority Digital Engine Control (FADEC); engine data recorder; dual hydraulic flight control system; 20G energy attenuating crew seats; a fully-compliant FAR/CS 27.952 crash-resistant fuel system; a very high tail rotor authority; and an optimized Human-Machine Interface (HMI) to reduce pilot fatigue and improve handling. The main transmission gearbox is located aft of the cabin (not overhead of passengers) and tail rotor performance allows for excellent control in high crosswind and low airspeed situations typical of demanding, airborne law enforcement missions.

The H125's STARFLEX® 3-bladed, semi-rigid rotor system delivers rapid response to pilot inputs for improved maneuverability. Some advantages of the STARFLEX® hub include its fail-safe design through its use of composite materials, low vibration levels, and on-condition maintenance. The STARFLEX® rotor system uses no bearings, drag damper, or grease fittings, which contributes to lower overall maintenance costs.

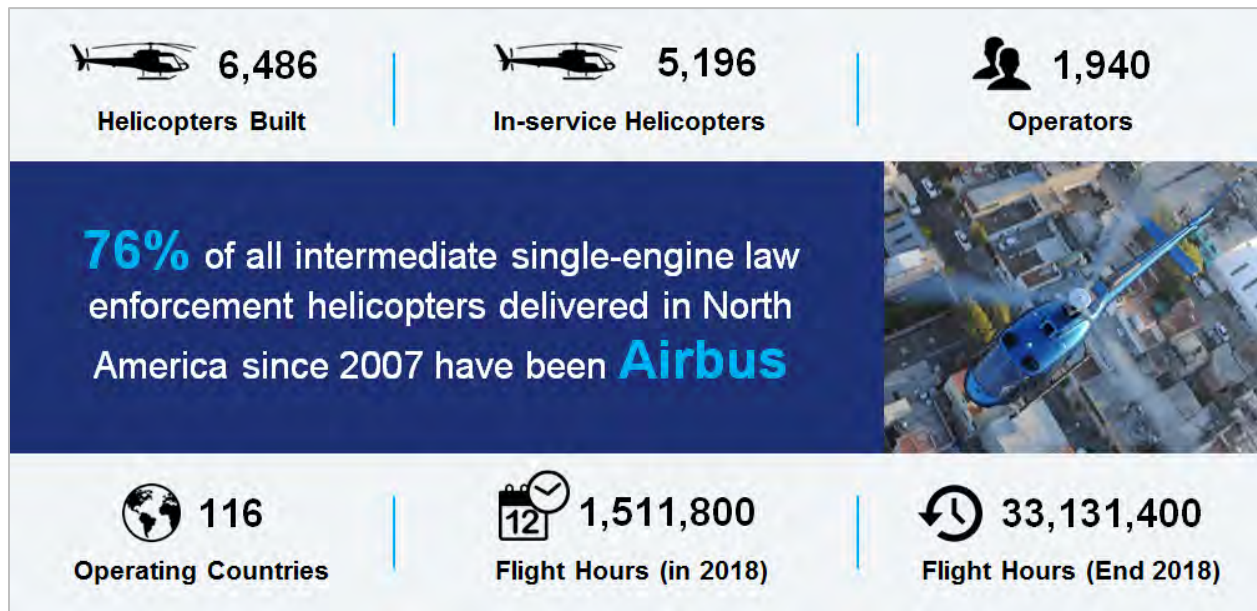


Figure 2: H125/AS350 Worldwide Facts

The H125's Safran Arriel 2D engine is equipped with an upgraded triple engine control: a dual channel FADEC unit, plus a third independent and automatic backup channel for triple redundancy. The engine is fitted with an Engine Data Recorder that manages cycle count and

usage tracking for more predictive maintenance. The multifunction Vehicle and Engine Monitoring Display incorporates the First Limit Indicator, which allows for rapid identification of all main vehicle and engine performance parameters at one glance on a friendly dual LCD screen. For time-critical operations, the engine's 30-second cool down means the rotor blades can be stopped within 30 seconds of landing. Further, the engine does not require hot section inspections, which means lower maintenance costs and increased aircraft availability.

The H125's glass cockpit features a fully configurable instrument panel with plenty of room to the left and center for additional mission equipment. All instruments are highly visible and the HMI is configured for intuitive pilot operation. The Synthetic Vision System (SVS), certified by Airbus Helicopters, provides a 3D view of the helicopter external environment on any of the helicopter's Multi-Function Displays. The SVS is a clear and intuitive tool for pilots to anticipate upcoming terrain, when the horizontal distance of visibility is less than the SVS range and to support pilots to find external visual references (e.g., rivers, valleys, or mountains).

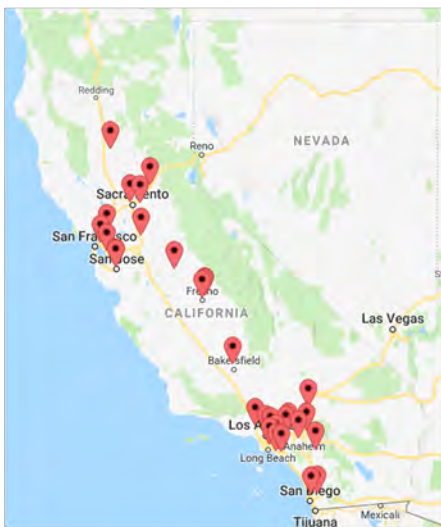
The H125 features an undivided, open-cabin concept. The seat rails and seat travel can better accommodate pilot height, improve comfort, and prevent fatigue, which enhances situational awareness. The rear, fold-up passenger seats are all forward facing, and the wide, flat floor of the cabin offer more mission flexibility for accommodating specialized teams, equipment, and emergency transport. Sliding doors provide quick access and easy loading.

## 2.3. Airbus H125 in Airborne Law Enforcement Missions

The H125 is the best-selling law enforcement helicopter in the United States. Fast, agile, and simple to fly, the H125 is operated today by police forces in more than 30 countries around the world, and is the market leader for U.S. law enforcement helicopters. The H125 is well adapted for multi-role law enforcement missions including surveillance, command and control, search and pursuit, rescue, special operations, escort, and border patrol in high and hot conditions.

### THE H125 AND AIRBORNE LAW ENFORCEMENT IN CALIFORNIA

### H125



The H125 is the preferred helicopter for airborne law enforcement operations in the State of California. The State calls for a diverse range of missions, and the H125 delivers! Airbus maintains a market share of **80%** in California, with a **total of 83 Airbus helicopters in service**.

- ✓ **83 In-Service**
- ✓ **80% Market Share**
- ✓ **Best In-Class Performance**



Law enforcement agencies choose the H125 because of its well-established, multi-mission capability. With a tremendous payload allowance, the H125 is the most trusted and capable aircraft for the multifaceted realm of Airborne Law Enforcement.

With its power, speed, high maneuverability, and small footprint in all wind directions, the H125 is well suited for airborne law enforcement (ALE) missions. The H125 features a 30-minute takeoff power rating — ideal for repetitive hover missions. The large, versatile cabin can be quickly configured for the San Diego Police Department's (SDPD) critical missions.

Thanks to its FADEC equipped engine, starting the H125 is automatic and simple. Its modular design makes it easy to maintain, increasing its availability rate. The H125 offers day and night VFR flight capability, customizable with NVG compatible lighting sources and instruments.

Proudly made in Columbus, MS, the H125 is the North American market leader with more than 50 law enforcement agencies operating more than 240 H125s.

## U.S. LAW ENFORCEMENT SINGLE-ENGINE FLEET

**H125**

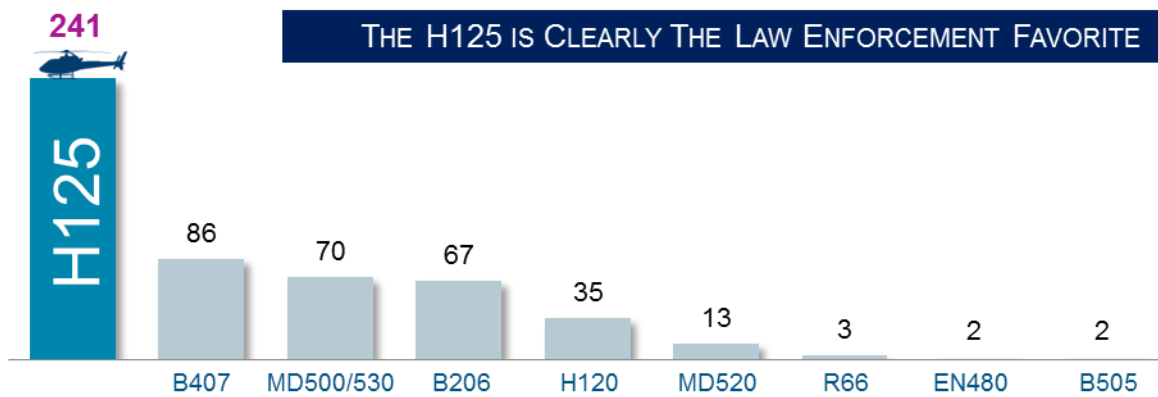


Figure 3: In-Service, Single-Engine Helicopters. Ascend (Cirium) Fleet Database (Data Source).

## 2.4. Past Performance and Relevant Experience

The H125 is the most widely purchased helicopter by U.S. law enforcement agencies due to its performance, reliability, and the commitment of the Airbus customer support team. Many customers have returned for additional purchases of this market leading aircraft. For this project, Airbus Helicopters will provide the airframe and manage the completion performed by Hangar One Avionics & Maintenance (Hangar One). Hangar One, a small-disadvantaged business, is a proven and trusted subcontractor for Airbus Helicopters completions. The Airbus Helicopters and Hangar One managed completion experience is detailed in Table 3 on page 15 of this proposal.

Hangar One is located in Carlsbad, California, which complies with the RFP requirement for the completion location to be within 60 miles from Montgomery-Gibbs Executive Airport.

## AIRBUS AND THE CALIFORNIA ECONOMY

**AIRBUS**



Since 1990, Airbus has invested over **\$220 billion** in the U.S. economy. In 2018, over \$14 billion was invested with industrial partners in the U.S. and over **\$2.5 billion** in California. Airbus relies on 180 direct suppliers from California, more than any other State.



### PRODUCTION

Airbus purchased over **\$2.5 billion** in goods and services from California suppliers, resulting in a **\$3.5 billion** economic impact.



### PEOPLE

Airbus' investments in California provides for over **26,000** indirect jobs resulting in over **\$1.2 billion** in earnings. In May 2015, A3 and Airbus Group Ventures were established in Silicon Valley as a new technology and business innovation center.



### AVIATION

From Virgin America to LAPD, Airbus is a fixture of California airspace. With a fleet of over **250 aircraft**, more than **80 California organizations** rely on Airbus aircraft to save lives and transport citizens each day.



### UNIVERSITY PARTNERSHIP

Airbus funds research at **five of California's leading universities**, including U.C. Berkeley, Cal Poly State University, University of Southern California, Stanford University and the Naval Post Graduate School.



## 2.4.1. Airbus Helicopters, Inc. Customer References

AHI has contracted with the following organizations for projects similar in size, scope, and mission requirements to the SDPD requirements.

### San Jose Police Department – Air Support Unit



**Andy Lacayo**

201 West Mission Street  
San Jose, CA 95110  
(408) 993-8682  
[andy.lacayo@sanjoseca.gov](mailto:andy.lacayo@sanjoseca.gov)

Fleet includes: AS350B3 (H125) x 1

### Ohio State Highway Patrol



**Justin Cromer**

2829 West Dublin Granville Road  
Columbus, OH 43235  
(614) 466-4468  
[jwcromer@dps.state.oh.us](mailto:jwcromer@dps.state.oh.us)

Fleet includes: H125 x 2

### San Antonio Police Department



**Emilio Mascorro**

1223 99<sup>th</sup> Street  
San Antonio, TX 78214  
(210) 207-7390  
[emilio.mascorro@sanantonio.gov](mailto:emilio.mascorro@sanantonio.gov)

Fleet includes: H125 x 1

## 2.4.2. Customer References for Hangar One Avionics & Maintenance

### San Jose Police Department

**Steve Guggiana**

201 West Mission Street  
San Jose CA 95110  
(925) 784-3412  
[steven.guggiana@sanjoseca.gov](mailto:steven.guggiana@sanjoseca.gov)

Fleet includes: AS350B3e (H125) x 1

### Orange County Sheriff's Department

**William Fitzgerald**

361 Paularino Avenue  
Costa Mesa CA 92626  
(714) 330-6214  
[WFitzgerald@ocsd.org](mailto:WFitzgerald@ocsd.org)

Fleet includes: AS350B3e (H125) x 1

### Utah Department of Public Safety

**Luke Bowman**

135 North 2400 West  
Salt Lake City, UT 84116  
(801) 664-7165  
[lbowman@utah.gov](mailto:lbowman@utah.gov)

Fleet includes: AS350B3e (H125) x 1

## 2.4.3. Airbus Relevant Experience

Table 1 below shows AHL's 2019 airborne law enforcement deliveries.

*Table 1: Airbus Relevant Experience*

Serial #	Model	Customer	Delivery Date
8492	H125	San Bernardino County Sheriff	3/25/2019
8487	H125	San Bernardino County Sheriff	8/19/2019

## 2.4.4. Hangar One Relevant Experience

Hangar One is an FAA-authorized Repair Station, operating out of 40,000 square feet of hangar and office space, located at the Palomar Airport, Carlsbad, CA. The hangar is a TSA-secured area with key code access on all entry doors. The avionics office is used for the storage of all repair station records, manuals, and the necessary test equipment and materials for doing business. Storage lockers and shelving located throughout the hangar and office are used to store serviceable items during maintenance. Serviceable parts and spares are clearly marked, identified, and stored separately from repairable and unserviceable items.



*Figure 4: Hangar One is located in Carlsbad, CA, approximately 31.7 miles from Montgomery-Gibbs Executive Airport.*

Hangar One's in-house capabilities include:

- 3-axis Computer Numerical Control (CNC) milling machine for fabrication and mold making
- Engineering Design capability utilizing SOLIDWORKS and AUTOCAD modeling software
- FAA Certified Repair Station with Airframe and Avionics authorizations
- Composite manufacturing to include carbon fiber and fiberglass reinforced plastic and vacuum bagging
- Fully equipped avionics shop with test equipment and properly trained technicians
- Paint booth
- Laser engraving for parts marking
- Laser Wire marking
- Ability to defuel aircraft for engine preservation
- Engine wash equipment
- Capable of providing bound schematic diagrams of all installed mission equipment and avionics

Table 2 details the airborne law enforcement completions performed by Hangar One within the past twelve (12) months.

*Table 2: Hangar One Relevant Experience (completions within the last 12 months)*

Customer	Scope	Period of Performance
San Bernardino County Sheriff	(1) AS350B3e; Tail # N831SB	2019
San Bernardino County Sheriff	(1) AS350B3e; Tail # N832SB	2019
San Bernardino County Sheriff	(1) AS350B3e; Tail # N833SB	2018
San Jose Police Department	(1) AS350B3e; Tail # N408PD	2018

## 2.4.5. Airbus and Hangar One Relationships for Similar Projects

Recent AHI Projects with managed completions contracted to Hangar One for H125 airborne law enforcement customers are listed in Table 3 below.

*Table 3: Airbus Helicopters / Hangar One Previous Relationship*

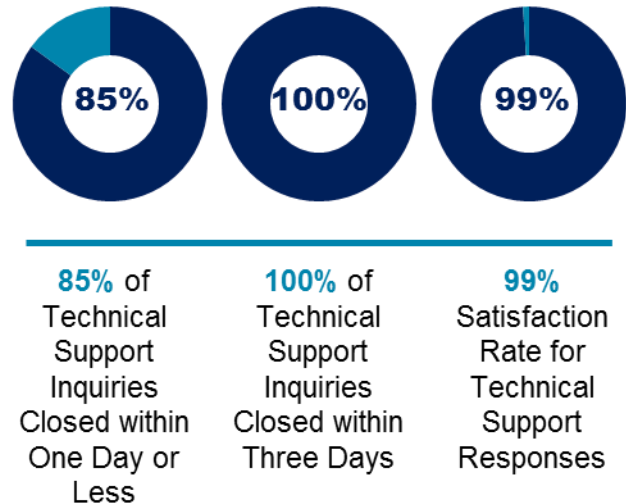
Serial #	Customer	Completion Delivery
8169	California Highway Patrol	11/8/2016
8221	San Bernardino County Sheriff	5/30/2017
8233	San Bernardino County Sheriff	6/23/2017
8187	California Highway Patrol	12/13/2016
8190	California Highway Patrol	2/28/2017
8389	San Bernardino County Sheriff	4/30/2018
8435	San Bernardino County Sheriff	8/6/2018
8459	San Jose Police Department	7/24/2018
8492	San Bernardino County Sheriff	3/25/2019
8487	San Bernardino County Sheriff	8/19/2019



## 2.5. Service and Support

### 2.5.1. Technical Support Services

AHI's Technical Services team is always ready to support our U.S. customers who depend on our expertise for routine and unscheduled service events. At our headquarters in Grand Prairie, Texas, and our service locations throughout the U.S., our team delivers timely and expert support. Our dedicated team provides a comprehensive array of services, from answering the simplest technical questions to complex troubleshooting when time is critical. We close 85% of technical support inquiries in one day or less and 100% within three days with a satisfaction rate of 99% for technical support responses.



### U.S. BUSINESS PARTNERS & SERVICE CENTERS

- 1 Advanced Helicopter Services Inc.
- 2 Aero Products
- 3 Arrow Aviation
- 4 Big Valley Aviation Inc.
- 5 Cascade Helicopter Services
- 6 Corporate Helicopters
- 7 Helicopter Services of Utah Inc.
- 8 Helicopter Specialties Inc.
- 9 Nampa Valley Helicopters, Inc.
- 10 New Hampshire Helicopters
- 11 Precision Aviation Services
- 12 Precision Heli Support
- 13 Redding Air Service Inc.
- 14 Rotorcraft Support Inc.
- 15 Rotortech Services Inc.
- 16 Sterling Helicopter
- 17 Thoroughbred Aviation
- 18 Trans Aero Ltd.
- 19 Uniflight
- 20 Uniflight West Penn
- 21 U.S. Helicopters, Inc.



Our Technical Services are AS9100-certified, and our Technical Team members are licensed aircraft and power plant technicians. Each team member must complete Airbus specific airframe

training and participate in extensive, continuing education to advance their knowledge of Airbus Helicopter products. Team members are further specialized by airframe and avionics systems to ensure our customers stay connected with the most knowledgeable technical representative for every Airbus aircraft they fly.

## 2.5.2. HCare

HCare is the Airbus branding for all aftermarket support services. We offer creative payment options for HCare services. Each plan described below is available and offers unique benefits.

**HCare Easy** is the traditional pay-as-you-go plan for spare parts, repair and overhaul, or exchange/rental of components and equipment. When an event occurs (either scheduled or unscheduled), Airbus will quote the part or repair needed.

**HCare Smart** is a higher level of commitment for increased aircraft availability and a locked-in per-flight-hour payment plan.

- Scheduled Events: Exchange parts arrive ten days prior to event. Pricing is included in the hourly rate.
- Unscheduled Events: Parts are included in the hourly rate.

There are many HCare options available. The coverage is customized to meet SDPD's operational needs and budget cycle. Parts by the hour (PBH) is the best option for a customer purchasing a new helicopter. PBH covers an extensive parts list which is divided into Dynamics, Blades, Avionics, and Basic Airframe. For an additional charge, the plan can be made Nose to Tail (NTT), which covers all procurable items listed in the IPC (minus a short exclusions list).

## 2.5.3. Warranty

AHI provides the best warranty coverage and value in the industry offering coverage for 36 months or 2,000 flight hours (whichever occurs first) for all airframes. Reasonable warranty labor costs for airframe, which are related to the direct removal and re-installation incurred during an approved warranty claim within the first 12 months, are covered under the warranty at no additional cost. AHI will credit the Buyer's trade account at \$190 / hour. The trade account credit is to be used for spare parts orders.

The engine warranty offers coverage for 36 months or 2,000 flight hours (whichever occurs earlier).

H125 Parts by the Hour	
Basic Coverage	Nose-to-Tail
• Scheduled Removals	• Scheduled Removals
• Unscheduled Removals	• Unscheduled Removals
• Defined List of Parts	• All Parts in the IPC >\$250
In Warranty: <b>\$113</b>	In Warranty: <b>\$135</b>
Out of Warranty: <b>\$188</b>	Out of Warranty: <b>\$225</b>

\*All pricing is an estimate. Firm offers will be communicated after reviewing specific flight parameters.

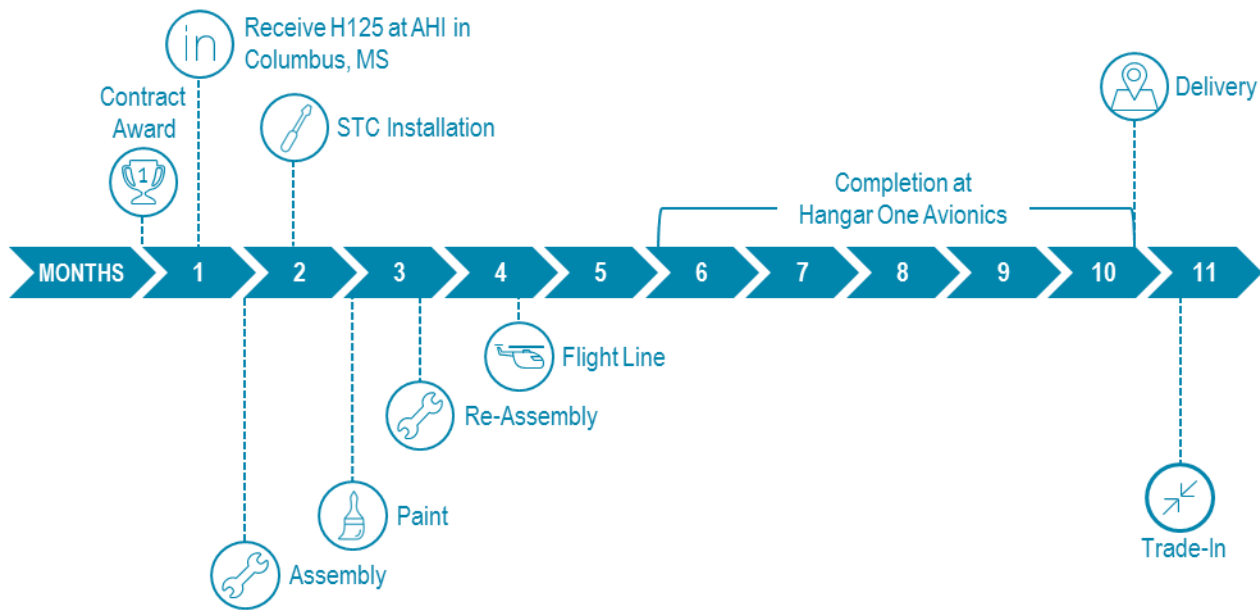
*Table 4: Warranty Coverage for the H125 Helicopter and Arriel 2D Engine for SDPD*

Warranty Coverage	Flight Hours	Year 1	Year 2	Year 3
Airframe	2,000	Covered	Covered	Covered
Airframe Labor		Covered		
Arriel 2D Engine	2,000	Covered	Covered	Covered

## 2.6. Schedule

The aircraft schedule illustrated below is an example schedule for planning purposes only. All milestones noted are proposed dates and are subject to aircraft availability at the time of contract award.

### SAN DIEGO POLICE DEPARTMENT – H125 LAW ENFORCEMENT EXAMPLE DELIVERY SCHEDULE



*Figure 5: Example Aircraft Completion and Delivery Schedule*

AHJ will accept the trade-in aircraft on or before the date of the delivery of the new H125 with 45 days written notice from SDPD. Subject to AHJ's Acceptance Conditions (reference Tab C – Cost/Price Proposal, Section 3) being met, and SDPD providing an updated status run 45 days prior to the trade-in acceptance.

## 2.7. Technical Compliance Matrix

AHI's compliance with SDPD's helicopter specifications is outlined in the matrix below.

Section	Requirement	Compliance	Response
<b>EXHIBIT B - SCOPE OF WORK</b> <b>5. Helicopter, Mission Configuration and Trade-in Specifications.</b>			
a.	<b>The HELICOPTER quoted in the proposal must meet the following specifications:</b>		
1)	Helicopter must be factory new with no previous owner. Latest model in current production.	Compliant	
2)	Turbine Engine	Compliant	
3)	1 pilot/5 passenger cabin capacity	Compliant	
4)	Cabin volume of at least 60 ft <sup>3</sup> with no obstructions between pilot and cabin area	Compliant	
5)	Minimum cockpit panel width of at least 50 inches (to accommodate extended panel for tactical equipment)	Compliant	
6)	Minimum cockpit height of 4 feet	Compliant	
7)	Flat floored cabin	Compliant	
8)	Protective vinyl flooring (or similar)	Compliant	
9)	VNe of at least 150 kts	Compliant	VNE at sea level, ISA, is 155 KCAS
10)	Max takeoff weight of at least 5000 lbs internal load and at least 6000 lbs with external load	Compliant	MTOW with internal load (HiGE): 2370 kg / 5225 lbs Maximum Hover Weight with external load (HoGE): 2800 kg / 6173 kg
11)	Max endurance of at least 3 hours with no reserve (in cruise flight) at 90 knots	Compliant	
12)	Capable of operating in high pressure altitude and hot temperature conditions	Compliant	Compliant: - § 2.3.2 Maximum pressure altitude: 23000 ft - § 2.3.3 Temperatures: o Minimum: -40 °C o Maximum: ISA + 35 °C, limited to +50 °C
13)	Capable of flying at least 800 hours per year	Compliant	The aircraft is able to fly 800 hours per year with the appropriate maintenance performed.
14)	Dual hydraulics	Compliant	
15)	Dual Channel Full Authority Digital Engine Controller (FADEC)	Compliant	
16)	Air Conditioning	Compliant	
17)	Heating/Demisting	Compliant	

Section	Requirement	Compliance	Response
18)	NVG compatible cockpit avionics and engine monitoring equipment	Compliant	
19)	200 Amp starter/generator	Compliant	
20)	Energy-attenuating seats (Pilot/Copilot) (Factory covered seat cushions)	Compliant	
21)	High skid landing gear to accommodate FLIR 380HDc	Compliant	
22)	Wire Strike Protection System provisions	Compliant	
23)	Rupture resistant fuel system	Compliant	
24)	Exterior paint included (3 colors)	Compliant	
25)	High visibility main rotor blades (red/white stripes)	Compliant	
26)	LH forward opening (Hi-vis) front door	Compliant	
27)	LH sliding rear door with lock open hardware	Compliant	
28)	RH forward opening (Hi-vis) front door	Compliant	
29)	RH sliding rear door with lock open hardware	Compliant	
30)	Full length boarding skid step on both sides of aircraft	Compliant	
31)	Pulsed landing and taxi lights	Compliant	
32)	LED position lights	Compliant	
33)	LED anti-collision light	Compliant	
34)	Tail rotor guard	Compliant	
35)	Manually operated main rotor brake	Compliant	
36)	Electronic Flight display with PFD/MFD displays	Compliant	
37)	Back-up pressure altimeter and airspeed indicator	Compliant	
38)	COM/NAV/GPS unit	Compliant	
39)	COM/NAV radio	Compliant	
40)	Digital clock	Compliant	
41)	Transponder (Meets FAA requirement for ADS-B in and out)	Compliant	
42)	Audio mixer box	Compliant	
43)	Kannad 406AP-H Integra extended range ELT	Compliant	
44)	Sealed lead-acid battery (capable of being installed in the most advantageous location to maximize weight and balance requirements)	Compliant	Battery Relocation - RG390E lead acid - to tailboom - (large door) - ECL STC [SR00422NY]
45)	The helicopter must be capable of the addition of an electric hoist at a later time	Compliant	
46)	The helicopter must be capable of the addition of an external load system at a later time	Compliant	
47)	Includes OEM training for pilots and maintenance staff	Compliant	2 pilots-1 maintenance



Section	Requirement	Compliance	Response
48)	At least a 3 year warranty on Airframe upon delivery	Compliant	36 months or 2000 flight hours
49)	At least a 3 year warranty on the turbine engine upon delivery	Compliant	36 months or 2000 flight hours
50)	Includes training for pilots and post maintenance check pilots	Compliant	2 pilots-1 maintenance
<b>b.</b>	<b>The MISSION CONFIGURATION (Completion) quoted in the proposal must meet the following specifications.</b>		
i.	The following items will be purchased and installed by the Contractor:		
1)	Install Copilot Flight Controls (collective / cyclic / pedals).	Compliant	
2)	Install Extended Length outboard Tail Rotor Pedals. Pilot and Copilot.	Compliant	
3)	Reb Tech Cockpit NVG STC.	Compliant	
4)	Install a Garmin GRA55 Radar Altimeter System. Includes RT, Two antennas, Radar Altimeter Enablement Card.	Compliant	
5)	Install a Garmin GI-205 Radar Altimeter independent display.	Compliant	
6)	Install a Garmin GTX-345R with vertical mounting rack. Provides ADSB in and out.	Compliant	
7)	Install a Cobham HeliSAS Autopilot System.	Compliant	
8)	Install the Avionics Switch Console (Eagle P132 or similar approved by the City).	Compliant	
9)	Install a Macro-Blue 15" Monitor.	Compliant	
10)	Install a Macro-Blue 10" Monitor.	Compliant	
11)	Install a Macro-Blue SDI 3G Splitter.	Compliant	
12)	Install a Full Width Instrument panel STC Kit capable of accommodating all avionics and tactical equipment listed in this RFP. Includes any customization.	Compliant	
13)	Install Left and Right front upper door shocks.	Compliant	
14)	Install Dart full-length skid protection. Skid shoes will be sealed onto skid tubes. Entire surface to be coated with sealant.	Compliant	
15)	Install a Trakka Beam A800TLX Searchlight.	Compliant	
16)	Install a Technisonic TDFM-9200NV Radio with programming cables. (Reference Technisonic Project Sheet P92517 dated Sept 27 2018).	Compliant	
17)	Install required antennas to support installation of the TDFM- 9200NV Radio including the VHF lo Band antenna Tuner.	Compliant	
18)	Install Tech Tool cabin comfort windows in both aft sliding doors no tint.	Compliant	

Section	Requirement	Compliance	Response
19)	Install Engine oil filter kit.	Compliant	
20)	Install Dart Wire Strike Protection kit.	Compliant	
21)	Install FDC engine filter.	Compliant	
22)	Install an Eagle Audio System with Audio Router (G13000) and Three Audio Panels (G13116) with all wiring and other items associated with the system. Provide 4 rear ICS stations with the LH and RH Outboard having ICS and XMIT capability by use of drop cord. Two inboard jacks to be regular TJT-120 helicopter jacks. Rear Mixer panel will be mounted in an overhead custom carbon fiber enclosure. TFO mixer panel will be located on the instrument panel. Pilot's located in the center console.	Compliant	
23)	Install AEM Amplifier LSA400-001, Install Kit LSA400-IKC, Loud Speaker LS600-200, Installation kit LS300-IK.	Compliant	
24)	Install AEM PA Speaker Installation STC kit.	Compliant	
25)	Install Pilot and Copilot Transmit only foot switch, Ramp Style. Located inboard.	Compliant	
26)	Install ANR Jacks at Pilot and Copilot headset jack locations. Fabricate and provide a pigtail for each position.	Compliant	
27)	Relocate Hobbs meter to instrument panel.	Compliant	
28)	Install analog airspeed indicator and altimeter as back up instruments.	Compliant	
29)	Install two Mid Continent TA102 dual USB chargers. Both will be mounted in center console between pilot and copilot seat.	Compliant	TA202
30)	Install Jupiter JA 34-BT1 Universal Radio Adapter & related wiring to accept handheld radio from back seat passengers to communicate with personnel on the ground, independently from aircrew. Also provide three wiring harnesses each for the most common handheld radios in use by local, state, and federal agencies.	Compliant	
31)	Install Engine Washing kit.	Compliant	
32)	Design and fabricate seat back pockets for pilot and copilot seats to accommodate City supplied items.	Compliant	
33)	Fabricate Center Console between pilot and copilot seat to house the TDFM-9200 radio and LIU, along with USB jacks. Relocate RFM holder to pilot side.	Compliant	
34)	Install breaker panel below instrument panel on TFO side for all tactical, mission related equipment.	Compliant	

Section	Requirement	Compliance	Response
35)	Install a Tail Rotor Camera Mounted to the Tail Boom pointing aft.	Compliant	
36)	Install Floor Tie Down Ring STC Kit.	Compliant	
37)	Install Blade Tie Down kit.	Compliant	
38)	Install 14 and 28 volt power plugs.	Compliant	
39)	Install Pilot and Copilot Container Holder	Compliant	
40)	Install Dual Whelen Flashing Beacons, one lower and one on upper fin. Existing upper fin beacon along with its power supply will be removed and returned to the City.	Compliant	
ii.	The following items will be provided by the City and installed by the Contractor:		
1)	Install City supplied AeroComputers UC-6000 mapping system.	Compliant	
2)	Install a City supplied FLIR Star Safire 380HDc with Laser and Spotter Optics.	Compliant	
3)	Install City supplied AirFilm Downpost Utility Mount for FLIR 380HDc, that includes Dovetail and FLIR adapter plate supplied by City.	Compliant	
4)	Install City supplied LoJack system.	Compliant	
5)	Install a City supplied nose mounted Steerable Landing Light. City to supply light Assy, Plastic Light Housing and Metal Light Closeout Panel. (City will be responsible for any STC permission letters from Vendor).	Compliant	
6)	Install a City supplied AMTECH AMT342 A-frame searchlight mount with upper dovetail and appropriate wedge. (City to also provide Mounting Lugs. City will be responsible for any STC permission letters from Vendor).	Compliant	
7)	Install City supplied Silvus Technologies Downlink system. (City to supply Transmitter and Antennas).	Compliant	
8)	Install two City supplied Motorola APX-6500 Mobile Radios.	Compliant	
9)	Install a City supplied AEM PA Controller.	Compliant	
10)	Install City supplied Avalex Digital Recorder.	Compliant	
11)	Install City supplied Sierra Wireless Cellular Gateway.	Compliant	
iii.	At least a 1 year warranty on the mission configuration and associated new equipment installed upon delivery.	Compliant	

Hangar One's compliance with SDPD's helicopter specifications as defined in Exhibit B, Page 6, 5.C of the RFP is outlined in the matrix below.



Section	Requirement	Compliance	Response
	<b>EXHIBIT B - SCOPE OF WORK</b>		
	<b>5. Helicopter, Mission Configuration and Trade-in Specifications.</b>		
<b>c.</b>	<b>The Contractor completing the mission configuration of the “green” aircraft must have the following qualifications and capabilities to install the mission equipment and avionics listed in paragraph A.5.b.</b>		
1)	Past experience completing public safety or military aircraft mission configurations with like equipment with more than four (4) completions within the last 12 months.	<b>Compliant</b>	
2)	Facilities to hangar aircraft always during completion of the scope of work.	<b>Compliant</b>	
3)	A 3-axis or greater Computer Numerical Control (CNC) milling machine for fabrication and mold making.	<b>Compliant</b>	
4)	Computer software SOLIDWORKS or CATIA for 3-D computer assisted design (CAD) and computer assisted manufacturing (CAM). SOLIDWORKS and CATIA are the aerospace industry standard for CAD/CAM 3 – D computer design and modeling.	<b>Compliant</b>	
5)	FAA Certified Repair Station with Airframe and Avionics authorizations.	<b>Compliant</b>	
6)	Sales and installation approval from Technisonic, Trakkabeam, AEM, Meeker, Garmin, Macroblue, Aerocomputers, Silvus Technologies, Dart, Amtech, Tech tool, Eagle Audio, Motorola, and Avalex.	<b>Compliant</b>	
7)	Composite manufacturing to include carbon fiber and fiberglass reinforced plastic and vacuum bagging.	<b>Compliant</b>	
8)	Fully equipped avionics shop with test equipment and properly trained technicians.	<b>Compliant</b>	
9)	Paint booth for small items.	<b>Compliant</b>	
10)	Laser engraving for parts marking.	<b>Compliant</b>	
11)	Wire marking.	<b>Compliant</b>	
12)	Ability to defuel aircraft for engine preservation.	<b>Compliant</b>	
13)	Engine wash equipment.	<b>Compliant</b>	
14)	Capable of providing bound schematic diagrams of all installed mission equipment and avionics.	<b>Compliant</b>	
15)	Located within 60 miles from Montgomery-Gibbs Executive Airport.	<b>Compliant</b>	
16)	List and describe previous projects the contractor and sub-contractor have worked on together.	<b>Compliant</b>	Provided in 2.4.5 Airbus and Hangar One Relationships for Similar Projects on Page 15

Section	Requirement	Compliance	Response
17)	Provide at least three (3) references for similar projects.	<b>Compliant</b>	See reference list for Hangar One in Tab A, 2.6.b Additional Information, B. Reference List (Hangar One)

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# Cost / Price Proposal

## Table of Contents

1. Cost / Price Proposal .....	3
1.1. Pricing Preamble .....	3
1.2. Pricing Schedule.....	4
2. Aircraft Configuration .....	5
3. Trade-In Acceptance Conditions .....	9

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## 1. Cost / Price Proposal

### 1.1. Pricing Preamble

1. Offer Validity: Pricing is valid for 120 days from proposal due date and can be extended by mutual agreement of the parties.
2. Pricing: Itemized configuration is provided in Section 2 of the Cost Proposal.

*NOTE: Below pricing does not include the trade-in values*

- a. First Year Total Price: **\$4,573,266**
  - i. Option Year One Total Price: **\$4,813,344**
  - ii. Option Year Two Total Price: **\$5,022,183**
  - iii. Option Year Three Total Price: **\$5,240,179**
  - iv. Option Year Four Total Price: **\$5,467,736**
3. Discounts: Airbus Helicopters, Inc., is offering a discount of 1.25% off of the base airframe price. This discount is included in the above price for the first aircraft ordered. This discount will increase by .25% for each additional aircraft ordered. The option year prices defined above do not include the additional airframe discount as the discount offered and the final option price will be determined based upon the total quantity ordered.
4. Trade-In Aircraft: Trade-in information is provided in Section 3 of this Cost Proposal.
  - a. Trade-In Value is: **\$831,316**
5. Payment Schedule: Airbus Helicopters, Inc., is proposing the following milestone payment schedule:
  - a. 30% due at award
  - b. 20% due when the aircraft moves to the completion vendor
  - c. 50% at the time of delivery of the aircraft
6. Standard Airframe Warranty:
  - a. 2,000 flying hours or 36 months after the aircraft is delivered, whichever occurs first
  - b. Labor cost coverage (at \$190.00/hour) for the first year of the warranty period; labor credits are applied to the customer's Trade Account
  - c. Engine warranty is direct with Safran Helicopter Engines
7. Standard Training:
  - a. All Students must attend scheduled courses at the Airbus Helicopters, Inc., and Safran (engine training) facilities in Grand Prairie, TX.

## ***Pilot Training***

- a. Two (2) H125 Initial Pilot Transition courses to include ground school and flight training. Flight training to be conducted in Airbus Helicopters' aircraft.

## ***Maintenance Training***

- a. **Airframe** – One (1) H125 Field Maintenance course.
- b. **Engine** – One (1) Engine Maintenance course will be provided by Safran.

## **1.2. Pricing Schedule**

### **Pricing Schedule**

#### **Section A: New Helicopter and Mission Configuration Costs**

Item No.	Est. Qty.	U/M	Description	Cost each	Extension
1	1	EA	"Green" helicopter; Specified configuration	\$ 3,088,914	\$ 3,088,914
2	1	EA	Helicopter completion; Avionics and mission equipment purchase and installation.	\$ 1,484,352	\$ 1,484,352
<b>TOTAL SECTION A:</b>					\$ 4,573,266

#### **Section B: Trade-In Valuation**

Item No.	Est. Qty.	U/M	Description	Valuation	Extension
1	1	EA	TRADE-IN VALUATION (SN: 4037)	\$ 831,316	\$ 831,316
<b>TOTAL SECTION B:</b>					\$ 831,316

#### **NET COST:**

Total Section A      \$ 4,573,266

Total Section B    (-) \$( 831,316 )

**Net Cost**              \$ 3,741,950

## 2. Aircraft Configuration

Please see the following pages for the priced aircraft configuration.



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### 2019 H125

PRICE & CONFIGURATION SUBJECT TO CHANGE WITHOUT NOTICE

<b>BASIC AIRCRAFT:</b>			<b>\$3,199,000</b>
LH Sliding Door w/Reduced Hi-Vis Door	Collective Activated Hourmeter		
Cabin Heating/Demisting Circuit	Rotor Brake		
High Skid Landing Gear	Wire Strike Protection System - EC - Fixed Provisions		
Long Boarding Steps	Energy-Attenuating Seats - Pilot & Copilot		
NVG VEMD	Dual Hydraulics		
200 Amp Auxelic Starter Generator	LED Position Lights - RH/LH		
LED Fin Anti-collision Light	Crash Resistant Fuel Systems		
Vision 1000 Flight Data Monitoring System	Aft Baggage Door Mod		
Enhanced Thermal Protection on Rear Transmission	RG350 Battery, Concord Lead Acid		
Right Hand Rear Sliding Door	Air-Conditioner / RSG		(70,085)
Step - Cowling Maintenance - LH/RH	Tail Rotor Guard, Removable Parts		
Pulsed Landing and Taxi Light	Hi-vis Main Rotor Blades Two Color - RED/WHITE		
Exterior: Choice of up to three (3) colors	Interior: Factory covered seat cushions		
<b>STANDARD AVIONICS:</b>			<b>INCLUDED</b>
COM/NAV/GPS	GTN650	Garmin	
NAV/COM	GNC255A	Garmin	
Electronic Flight Display System	G500H TXi	Garmin	
Chartview Option			
Synthetic Vision Option			
Electronic Standby Instrument	ESI-500	L3	
Transponder	GTX335R	Garmin	HANGAR ONE TO PROVIDE LOOSE
Audio	GMA350H	Garmin	HANGAR ONE TO PROVIDE LOOSE
Dual USB	TA202	Mid-Continent	
ELT	406AP-H Integra Ext'd Range	Kannad	
<b>AIRFRAME DISCOUNT:</b>			<b>(40,000)</b>
<b>ADDITIONAL AIRFRAME OPTIONS: AHI INSTALL</b>			<b>\$226,563</b>
BATTERY RELOCATION - RG390E LEAD ACID - TO TAILBOOM - (LARGE DOOR) - ECL STC [SR00422NY]			64,183
DOOR - LH TOUR SHORT DOOR - CLEAR - IN LIEU OF STANDARD DOOR - ECL			36,472
DOOR - RH TOUR SHORT DOOR - CLEAR - IN LIEU OF STANDARD DOOR - ECL			35,960
DUAL CONTROLS W/ TWIST GRIP - B3e ONLY - ECF			25,483
ENGINE - WASH KIT FIXED PARTS (NO BOTTLE) B2/B3			9,519
EXTENDED-EXTENDED SEAT RAILS (CO-PILOT ONLY)			8,736
HEAVY DUTY CARGO TIE DOWN RINGS			4,075
STAINLESS STEEL BAGGAGE DOOR RUB STRIPS, LH/RH			7,424
WINDOW - LH AFT SLIDING DOOR COMFORT W/O SLIDE - CLEAR - TECH TOOL STC [SH8754SW]			5,038
WINDOW - RH AFT SLIDING DOOR COMFORT W/O SLIDE - CLEAR - TECH TOOL STC [SH8966SW]			5,038
WIRE STRIKE REMOVABLE PARTS - DART			24,635
<b>CUSTOMER FURNISHED MISSION EQUIPMENT: H1 INTEGRATION</b>			<b>\$177,018</b>
INSTALL CUSTOMER SUPPLIED AEROCOMPUTERS UC-6000 MAPPING SYSTEM.			27,497
- CONTRACTOR TO SUPPLY ALL MECHANICAL AND ELECTRICAL PROVISIONS FOR SYSTEM OPERATION			
INSTALL CUSTOMER SUPPLIED FLIR STAR SAFIRE 380HDC WITH LASER AND SPOTTER OPTICS.			44,722
- CONTRACTOR TO SUPPLY ALL MECHANICAL AND ELECTRICAL PROVISIONS FOR SYSTEM OPERATION			
INSTALL CUSTOMER SUPPLIED AIRFILM DOWNPOST UTILITY MOUNT FOR FLIR 380HDC, INCLUDES DOVETAIL & ADAPTER PLATE.			613
INSTALL CUSTOMER SUPPLIED LO JACK SYSTEM			9,705
- CONTRACTOR TO SUPPLY ALL MECHANICAL AND ELECTRICAL PROVISIONS FOR SYSTEM OPERATION			
INSTALL CUSTOMER SUPPLIED NOSE MOUNTED STEERABLE LANDING LIGHT. CUSTOMER TO SUPPLY LIGHT ASSY, PLASTIC LIGHT HOUSING & METAL LIGHT CLOSEOUT PANEL. CUSTOMER RESPONSIBLE FOR ANY STC PERMISSION LETTERS FROM VENDOR.			6,556
- CONTRACTOR TO SUPPLY ALL MECHANICAL AND ELECTRICAL PROVISIONS FOR SYSTEM OPERATION			
INSTALL CUSTOMER SUPPLIED AMTECH AMT342 A FRAME SEARCHLIGHT MOUNT W/ UPPER DOVETAIL & 10 DEGREE WEDGE. CUSTOMER TO PROVIDE MOUNTING LUGS. CUSTOMER RESPONSIBLE FOR ANY STC PERMISSION LETTERS FROM VENDOR.			3,067
- CONTRACTOR TO SUPPLY ALL MECHANICAL AND ELECTRICAL PROVISIONS FOR SYSTEM OPERATION			
INSTALL CUSTOMER SUPPLIED SILVUS TECHNOLOGIES DOWNLINK SYSTEM - TRANSMITTER & ANTENNAS.			32,415
- CONTRACTOR TO SUPPLY ALL MECHANICAL AND ELECTRICAL PROVISIONS FOR SYSTEM OPERATION			
INSTALL TWO CUSTOMER SUPPLIED APX-6500 MOBILE RADIOS.			30,263
- CONTRACTOR TO SUPPLY ALL MECHANICAL AND ELECTRICAL PROVISIONS FOR SYSTEM OPERATION			
INSTALL CUSTOMER SUPPLIED AEM PA CONTROLLER			1,542
- CONTRACTOR TO SUPPLY ALL MECHANICAL AND ELECTRICAL PROVISIONS FOR SYSTEM OPERATION			
INSTALL CUSTOMER SUPPLIED AVALEX DIGITAL RECORDER			7,409
- CONTRACTOR TO SUPPLY ALL MECHANICAL AND ELECTRICAL PROVISIONS FOR SYSTEM OPERATION			
INSTALL CUSTOMER SUPPLIED SIERRA WIRELESS CELLULAR GATEWAY			13,229
- CONTRACTOR TO SUPPLY ALL MECHANICAL AND ELECTRICAL PROVISIONS FOR SYSTEM OPERATION			



### 2019 H125

PRICE & CONFIGURATION SUBJECT TO CHANGE WITHOUT NOTICE

<b>COMPLETION: H1 INTEGRATION</b>	<b>\$1,080,770</b>
PAINT TOUCH UP AFTER INSTALLATION OF VARIOUS MODIFICATIONS	7,975
INSTALL DAVTRON M800 DIGITAL CLOCK	2,548
INSTALL LONCOIN FLOORING	6,243
INSTALL COLLECTIVE QUICK DISCONNECT MOD KIT	13,835
INSTALL EXTENDED LENGTH OUTBOARD TAIL ROTOR PEDALS. PILOT AND COPILOT.	3,374
REB TECH COCKPIT NVG STC	62,922
INSTALL GARMIN GRA55 RADAR ALTIMETER SYSTEM. INCLUDES RT, (2) ANTENNAS, AND ENABLEMENT CARD.	23,734
INSTALL GARMIN GI-205 RADAR ALTIMETER INDEPENDENT DISPLAY	5,952
INSTALL GARMIN GTX-345R WITH VERTICAL MOUNTING RACK. PROVIDES ADSB IN AND OUT.	14,057
INSTALL COBHAM HELISAS AUTOPILOT SYSTEM	131,186
INSTALL THE EAGLE P132 AVIONICS SWITCH CONSOLE	55,401
INSTALL MACROBLUE 15" MONITOR	30,142
INSTALL MACROBLUE 10" MONITOR	22,034
INSTALL MACRO BLUE SDI 3G SPLITTER	4,405
INSTALL AIRBUS FULL WIDTH INSTRUMENT PANEL STC KIT. INCLUDES ANY CUSTOMIZATION.	56,263
INSTALL LEFT AND RIGHT FRONT UPPER DOOR SHOCKS	9,852
INSTALL DART FULL LENGTH SKID PROTECTION, SEALED ONTO SKID TUBES. ENTIRE SURFACE TO BE COATED WITH SEALANT.	6,701
INSTALL AIRCOM CABIN AIR CONDITIONER. SIDE MOUNTED CONDENSER	74,439
INSTALL TRAKKA BEAM A800TLX SEARCHLIGHT	128,538
INSTALL TECHNISONIC TDFM-9200NV RADIO WITH PROGRAMMING CABLES. REFERENCE TECHNISONIC PROJECT SHEET P92517 DATED SEPT 27 2018	98,131
REQUIRED ANTENNAS FOR TDFM-9200NV RADIO INCLUDING THE VHF LO BAND ANTENNA TUNER	23,888
INSTALL FACET ENGINE OIL FILTER KIT	8,589
INSTALL FDC ENGINE FILTER	49,840
INSTALL EAGLE AUDIO SYSTEM W/ AUDIO ROUTER (G13000) AND THREE AUDIO PANELS (G13116) W/ WIRING AND OTHER ITEMS ASSOCIATED WITH THE SYSTEM. 4 REAR ICS STATIONS W/ LH & RH OUTBOARD HAVING ICS & XMIT CAPABILITY BY USE OF DROP CORD. TWO INBOARD JACKS TO BE REGULAR TJT-120 HELICOPTER JACKS. REAR MIXER PANEL MOUNTED IN AN OVERHEAD CUSTOM ENCLOSURE. TFO MIXER PANEL LOCATED ON INSTRUMENT PANEL, PILOT'S LOCATED IN THE EAGLE P132 CONSOLE.	74,090
PURCHASE AND SUPPLY 4 COMM INNOVATION DROP CORDS	3,548
INSTALL AEM AMPLIFIER LSA400-001, KIT LSA400-IKC, LOUD SPEAKER LS600-200, INSTALLATION KIT LS300-IK	23,862
INSTALL AIRBUS AEM PA SPEAKER INSTALLATION STC KIT	56,337
INSTALL PILOT AND COPILOT TRANSMIT ONLY FOOT SWITCH. RAMP STYLE. LOCATED INBOARD.	2,273
INSTALL ANR JACKS AT PILOT & COPILOT HEADSET JACK LOCATIONS. FABRICATE AND PROVIDE A PIGTAIL.	218
RELOCATE HOBBS METER TO INSTRUMENT PANEL	INCL
REPLACE TRILOGY W/ ANALOG AIRSPEED INDICATOR & ALTIMETER. ESI500 RETURNED TO CUSTOMER.	5,093
RELOCATE TWO MID CONTINENT TA102 DUAL USB CHARGERS IN CENTER CONSOLE BETWEEN PILOT & COPILOT	2,795
INSTALL JUPITER JA 34-BT1 UNIVERSAL RADIO ADAPTER & RELATED WIRING TO ACCEPT HANDHELD RADIO FROM BACK SEATERS TO COMMUNICATE WITH PERSONNEL ON THE GROUND, INDEPENDENTLY FROM AIRCREW, ALSO PROVIDE (3) WIRING HARNESS EACH FOR THE MOST COMMON HANDHELD RADIOS IN USE BY LOCAL, STATE, AND FEDERAL AGENCIES.	5,427
DESIGN AND FABRICATE SEAT BACK POCKETS FOR PILOT & COPILOT SEATS FOR CUSTOMER SUPPLIED ITEMS	9,483
FABRICATE CENTER CONSOLE BETWEEN PILOT & COPILOT SEAT TO HOUSE THE TDFM-9200 RADIO & LIU, ALONG WITH USB JACKS. RELOCATE RFM HOLDER TO PILOT SIDE.	11,908
INSTALL BREAKER PANEL BELOW I-PANEL ON TFO SIDE FOR ALL TACTICAL, MISSION RELATED EQUIPMENT	7,251
INSTALL A TAIL ROTOR CAMERA MOUNTED TO THE TAIL BOOM POINTING AFT	6,889
INSTALL AIRBUS CANADA BLADE TIE DOWN KIT	2,764
INSTALL 14 AND 28 VOLT POWER PLUGS	2,627
INSTALL PILOT AND COPILOT CONTAINER HOLDER	1,227
INSTALL DUAL WHELEN FLASHING BEACONS, ONE LOWER AND ONE ON UPPER FIN. EXISTING UPPER FIN BEACON ALONG WITH ITS POWER SUPPLY WILL BE REMOVED AND RETURNED TO THE CUSTOMER.	9,638
FREIGHT	4,862
HANGAR ONE TO FERRY AIRCRAFT FROM COLUMBUS MS (AIRBUS HELICOPTER) TO CARLSBAD CA (HANGAR ONE). QUOTE INCLUDES AIRFARE, PILOT SERVICE, HOTEL, MEALS, AND FUEL.	10,429
<b>TOTAL, FOB, MONTGOMERY FIELD ABLE BASE, SAN DIEGO, CA (ACCEPTANCE: HANGAR ONE, CARLSBAD, CA)</b>	<b>\$4,573,266</b>
<b>ADDITIONAL EQUIPMENT: AVAILABLE UPON REQUEST</b>	
INSTALL GOODRICH HOIST FIXED PROVISIONS ONLY	239,225
INSTALL FIXED PROVISIONS ONLY FOR AN ONBOARD SYSTEM CARGO HOOK.	45,690

### 3. Trade-In Acceptance Conditions

AHI will accept the trade-in aircraft on or before the date of the delivery of the new H125 with 45 days written notice from SDPD. Subject to the following Trade-In Acceptance Conditions being met, and SDPD providing an updated status run 45 days prior to the trade-in acceptance.

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## Acceptance Conditions for

### **Airbus Helicopters ♦ Model AS350B3 ♦ Serial No. 4037 ♦ N708SD ♦ Mfg. Yr. 2005**

1. Trade-in Acceptance Location shall be as mutually agreed upon; however, Trade-in Delivery shall be FOB Grand Prairie, Texas, in an airworthy condition with US registration and standard category airworthiness certificate, unless another location is mutually agreed upon by both parties.
2. Configuration (Single Hydraulic/Arriel 2B1) shall be as per Exhibit A dated 3/7/2018.
3. Component Status: As provided to Airbus Helicopters, Inc., (AHI) by The City of San Diego Police Department (SDPD) as part of PFP Solicitation 10089562-20-K Dated 1 August 2019, Status Runs, Dated 5/21/2019, adjusted as follows:
  - a. Aircraft total time 8075.1 hours at time of evaluation.
  - b. Total Flight hours and Cycles at time of acceptance are Not-To-Exceed (NTE) 8,775 hours (+700 Hours), Ng Cycles 5893, and Np Cycles 2194.
  - c. Hours flown in Excess of the NTE limit 8,775 hours or Cycles as detailed in 3.b. above shall reduce the aircraft trade credit value by \$370.00 per exceeded hour or every Two-Cycles (GP or Pt) used per hour in excess.
  - d. Parts and/or Components replaced for scheduled or unscheduled events after 8,075 hours airframe total time due to failure, TBO, or SLL expiry shall be replaced with Time-Since-New (TSN) or Time-Since-Overhaul (TSO) "0" OEM parts.
4. All applicable Airframe, Accessory, and Engine FAA Airworthiness Directives and Mandatory Airframe Service and Engine Service Directives shall be complied with, up to date, and appropriately documented on a compliance record with an authorized sign-off for each.
5. Any and all non-Type Certificated installations shall have appropriate and approved Civil Air Authority certification and must be functional and air worthy. Continuous Air Worthiness documentation, including but not limited to, inspection requirements, user guides, maintenance instructions, and parts lists, shall be supplied to Airbus Helicopters at the time of acceptance.
6. All Airframe and Engine Inspections shall be current. Aircraft shall be delivered to AHI under the standard OEM inspection programs. An updated status run (including Inspections and components) shall be provided upon the day of acceptance. All inspections greater than the 100 Hour/12 Month shall have a minimum of 100 hours or 12 months remaining at time of trade acceptance. Inspections up to and including the 100-hour and 12-Month, shall have been accomplished within 5-hours from date of acceptance. No inspections or components are to be on tolerance or margin.
7. All aircraft covers, ground/blade tie downs, serviceable/operational ground handling wheels, and fly-away gear shall be provided to AHI.
8. No Service Life or Overhaul Limited part or component shall be in tolerance; all Service Life or Overhaul Limited parts and/or components shall have a minimum of 100 hours, 1 year, 300 landings, or 200 Cycles Remaining.

## Acceptance Conditions (Continued)

for

**Airbus Helicopters ♦ Model AS350B3 ♦ Serial No. 4037 ♦ N708SD ♦ Mfg. Yr. 2005**

9. All Records for Flight and Maintenance shall be continuous and provided to AHI. All parts shall have original certification/airworthiness documents.
10. At SDPD's expense, the following shall be accomplished at the time of acceptance and must be found satisfactory:
  - a. Engine borescope and compressor inspection.
  - b. Oil Samples shall be taken and must be confirmed as normal: SDPD shall provide Oil Sampling for the Engine and Gearboxes with no abnormally findings for the prior 100 hours.
  - c. Functional ground and flight check.
  - d. Avionics and systems operational/functional checks
  - e. Engines Power Check; engine shall not be marginal.
  - f. Updated Aircraft Equipment List and Weight/Balance with applicable FAA Form 337's for any non-standard equipment installed and/or removed.

**NOTE:** SDPD shall provide technical and pilot support for the acceptance activities but AHI reserves the right to have an AHI Pilot fly the helicopter for purposes of the acceptance flight at AHI Sole Discretion.

11. Any non-compliant items will be corrected at Customer's expense prior to acceptance by AHI and the issuance of credit towards the New Aircraft.

### **AIRBUS HELICOPTERS' ACCEPTANCE:**

**All items have been reviewed and/or accomplished and are considered as accepted with deviations and/or exceptions as detailed in "Notes" below.**

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**NOTES and/or DISCREPANCIES:** \_\_\_\_\_

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## Acceptance Conditions (Continued)

for

**Airbus Helicopters ♦ Model AS350B3 ♦ Serial No. 4037 ♦ N708SD ♦ Mfg. Yr. 2005**

Location of A/C: \_\_\_\_\_

A/C Total Hours: \_\_\_\_\_

Hobbs Meter Hours: \_\_\_\_\_

Landings: \_\_\_\_\_

Engine Serial No: \_\_\_\_\_

Engine Total Time: \_\_\_\_\_

Engine Cycles NG: \_\_\_\_\_

Engine Cycles NP: \_\_\_\_\_

### **Power Check Confirmation:**

Pressure Altitude: \_\_\_\_\_

OAT: \_\_\_\_\_

Rotor (Nr) Speed: \_\_\_\_\_

Ng. Speed: \_\_\_\_\_

Torque: \_\_\_\_\_



AIRBUS HELICOPTERS, INC., 2701 Forum Drive, Grand Prairie, Texas 75052-7099,  
Tel: 972-641-0000, [www.airbushelicoptersinc.com](http://www.airbushelicoptersinc.com)



## Exhibit B

### Aircraft Equipment Summary As To Be Traded

N708SD

#### EQUIPMENT LIST

S/N 4037

WEIGHED: 03-07-2018

REVISED: 03-07-2018

NO.	EQUIPMENT LIST:	WEIGHT	LONGITUDE ARM	LATERAL ARM	LONGITUDE MOMENT	LATERAL MOMENT
1	WIRE STRIKE PROTECTION SYSTEM	15.5	38.00	0.0	589.00	0.0
2	DUAL CONTROLS	5.1	44.12	0.0	225.01	0.0
3	ENGINE WASH KIT (SB 71.07)	1.43	166.56	0.0	238.18	0.0
4	R/H SLIDING DOOR (SB 52.14)	21.82	71.05	0.0	1550.31	0.0
5	HYDRAULIC GROUND POWER CONNECTOR (SB 29.03)	3.52	12.31	0.0	43.33	0.0
6	200 AMP STARTER GENERATOR	19.38	164.00	0.0	3178.32	0.0
7	HEAVY DUTY AFT CABIN FLOOR TIE-DOWN RINGS		(WEIGHT AND BALANCE NEGLIGIBLE)			
8	QUICK DISCONNECT COLLECTIVE CONTROL		(WEIGHT AND BALANCE NEGLIGIBLE)			
9	EXTENSION OF ANTI-TORQUE PEDALS		(WEIGHT AND BALANCE NEGLIGIBLE)			
10	RELOCATED OF AIRCRAFT DATA PLATE		(WEIGHT AND BALANCE NEGLIGIBLE)			
11	EXTERIOR MARKINGS		(WEIGHT AND BALANCE NEGLIGIBLE)			
12	TAIL ROTOR GUARD	2.05	357.02	0.0	731.89	0.0
13	HOURLY METER	0.38	31.0	0.0	11.78	0.0
14	POWER SONIX SPEAKERS-F.P. (PS-D4Z)	19.20	84.0	0.0	1612.80	0.0
15	MAIN TRANSMISSION COWLING MOD		(WEIGHT AND BALANCE NEGLIGIBLE)			
16	ENGINE COMPARTMENT FIREWALL REINFORCEMENT		(WEIGHT AND BALANCE NEGLIGIBLE)			
17	REAR CARGO HINGE AND LATCH MOD		(WEIGHT AND BALANCE NEGLIGIBLE)			
18	BLADE TIE-DOWN RINGS		(WEIGHT AND BALANCE NEGLIGIBLE)			
19	HIGH VISIBILITY DOORS		(WEIGHT AND BALANCE NEGLIGIBLE)			
20	WEDGE WINDOWS		(WEIGHT AND BALANCE NEGLIGIBLE)			
21	LEFT HAND HELI-ACCESS STEP		AS WEIGHED			
22	RIGHT HAND HELI-ACCESS STEP		AS WEIGHED			
23	RIGHT HAND UPPER WINDOW		AS WEIGHED			
24	LEFT HAND UPPER WINDOW		AS WEIGHED			
25	TECH-TOOLS R/H WINDSHIELD		AS WEIGHED			
26	TECH-TOOLS L/H WINDSHIELD		AS WEIGHED			
27	AFT BATTERY RELOCATION	35.30	248.0	0.0	8754.40	0.0
28	CONCORDE BATTERY (RG390E)	55.70	275.60	0.0	15350.92	0.0
29	VERTICAL REFERENCE FLOOR WINDOW	3.80	30.00	0.0	114.00	0.0
30	AIRFRAME MOUNTED FUEL FILTER	9.70	137.80	0.0	1336.66	0.0
31	AIR CONDITIONING KIT	79.0	111.85	0.0	8836.2	0.0
32	CARGO SLING-ONBOARD (FIXED PARTS)		AS WEIGHED			
33	ONBOARD LOAD INDICATOR (210-095-00)	0.50	36.00	0.0	18.00	0.0
34	SKID SHOE (RH)		AS WEIGHED			
35	SKID SHOE (LH)		AS WEIGHED			
36	NIGHT SCANNER KIT	8.88	20.74	0.0	186.88	0.0
37	IR KIT FOR NIGHT SCANNER	1.10	20.74	0.0	22.81	0.0
38	NIGHT TOWN CONTROLLER	2.88	117.00	20.60	0.88	58.88
39	LOJACK ANTENNA RH FWD	0.10	107.0	6.00	10.70	0.60
40	LOJACK ANTENNA RH AFT	0.10	119.0	6.00	11.90	0.60
41	LOJACK ANTENNA LH FWD	0.10	107.00	-6.00	10.70	-0.60
42	LOJACK ANTENNA LH AFT	0.10	119.00	-6.00	11.90	-0.60
43	C406-1HM ELT TRANSMITTER	4.50	162.00	-28.00	729.00	-126.00
44	ELT REMOTE SWITCH	0.10	35.00	-19.50	3.50	-1.95
45	KEYBOARD / MOUSE	3.15	34.0	-17.50	107.10	-55.13
46	TAS620 COMPUTER	5.50	129.0	20.0	709.50	110.0
47	MOUNTING TRAY	1.10	129.0	20.0	141.90	22.0

## Exhibit B (Continued)

### Aircraft Equipment Summary As To Be Traded

N708SD

#### EQUIPMENT LIST

S/N 4037

WEIGHED: 03-07-2018

REVISED: 03-07-2018

NO.	EQUIPMENT LIST:	WEIGHT	LONGITUDE ARM	LATERAL ARM	LONGITUDE MOMENT	LATERAL MOMENT
48	TRANSPONDER COUPLER	0.50	119.00	16.19	59.50	8.10
49	TAS ANTENNA BOTTOM	0.75	91.50	0.0	68.63	0.0
50	TAS ANTENNA TOP	0.63	50.95	0.0	126.57	0.0
51	TAS DISPLAY	1.0	33.50	22.5	33.5	22.5
52	RAD ALT ANTENNA (TX)	0.60	245.80	0.0	147.48	0.0
53	RAD ALT ANTENNA (RX)	0.60	226.0	0.0	135.6	0.0
54	MW ANTENNA 2.5 GHZ	0.85	87.00	-39.00	73.95	-33.15
55	MW AMP WITH FAN	2.00	101.00	-25.20	202.00	-50.40
56	L-BAND ANTENNA	0.32	80.68	-4.0	25.82	-1.28
57	L-BAND ANTENNA	0.32	80.68	4.00	25.82	1.28
58	L-BAND ANTENNA	0.32	105.68	-9.00	33.82	-2.88
59	L-BAND ANTENNA	0.32	105.68	9.0	33.82	2.88
60	PRONET ANTENNA	0.50	87.00	1.0	40.84	0.50
61	PRONET ANTENNA	0.50	88.00	1.00	40.84	0.50
62	PRONET ANTENNA	0.50	89.00	3.00	40.84	1.50
63	GPS ANTENNA 26.5 DB	0.30	94.50	-16.5	28.35	-4.95
64	ELT ANTENNA	0.45	199.0	-11.0	89.55	-4.95
65	AHRS500GA-224 AHRS SENSOR	3.55	288.8	0.0	1025.24	0.0
66	M850 DIGITAL CLOCK NVG	0.25	37.0	18.5	9.25	4.63
67	LUBE OIL FILTER	3.00	151.8	17.0	455.40	51.0
68	FILTER KIT	16.40	162.47	0.0	2664.51	0.0
69	FLX3050B ANTENNA TUNER	1.55	198.0	-9.50	306.9	-14.73
70	GNS430 NAV / COM / GPS	6.50	32.50	0.0	211.25	0.0
71	GT330 TRANSPONDER	4.20	43.5	0.0	182.7	0.0
72	SL30 NAV / COMM	2.50	42.25	0.0	105.63	0.0
73	RADIO CONSOLE	7.90	41.20	0.0	325.48	0.0
74	CYCLIC STICK RH	0.90	43.50	12.00	39.15	10.80
75	CYCLIC STICK LH	0.90	43.50	-12.00	39.15	-10.80
76	FLIGHT HOUR METER	0.06	30.50	2.50	1.83	0.15
77	COLLECTIVE BARRIER ASSEMBLY	4.70	63.00	0.0	296.10	0.0
78	DC TO DC REGULATOR	4.00	128.00	-20.69	512.00	-82.76
79	FOOT SWITCH PILOT	1.0	45.0	17.0	45.0	17.0
80	FOOT SWITCH COPILOT	1.0	45.0	-17.0	45.0	-17.0
81	PTC-5 RECEIVER	2.50	113.00	-21.00	207.50	-51.25
82	DISPLAY UNIT	0.20	94.00	0.0	0.00	0.0
83	COMBINER	0.10	28.50	0.0	2.85	0.0
84	XTL5000 RADIO (CITY)	5.00	122.50	24.44	612.50	122.20
85	XTL5000 RADIO (COUNTY)	5.00	122.50	26.69	612.50	133.45
86	XTL5000 CTL HEAD (CITY)	0.35	32.00	-9.00	11.20	-3.15
87	XTL5000 CTL HEAD (COUNTY)	0.35	32.00	-17.00	11.20	-5.95
88	LOCAL ICS LOOP	0.6	82.95	19.69	45.62	10.83
89	NO. 1 UNIV. RADIO INTERFACE (CITY)	0.4	96.0	18.69	38.40	7.48
90	NO.1 UNIV. RADIO INTERFACE (COUNTY)	0.40	100.00	18.69	40.00	7.48
91	AUDIO CONTROL UNIT PILOT	2.50	47.0	0.0	117.50	0.0
92	AUDIO CONTROL UNIT TFO	2.50	32.0	0.0	80.0	0.0
93	COMM CONTROL	1.10	32.5	0.0	35.75	0.0
94	INTERCOM CONTROL	0.50	56.50	0.0	28.25	0.0



## Exhibit B (Continued)

### Aircraft Equipment Summary As To Be Traded

N708SD

#### EQUIPMENT LIST

S/N 4037

WEIGHED: 03-07-2018

REVISED: 03-07-2018

NO.	EQUIPMENT LIST:	WEIGHT	LONGITUDE ARM	LATERAL ARM	LONGITUDE MOMENT	LATERAL MOMENT
95	DT200S MW TRANSMITTER	1.00	96.50	-22.70	96.50	-22.70
96	PA AMP	2.70	74.00	-19.69	199.80	-53.16
97	PULSELITE SYSTEM	1.00	55.50	-16.50	55.50	-16.50
98	VEHICLE RECEIVER UNIT	2.00	97.50	27.00	135.00	55.50
99	VEHICLE DISPLAY UNIT	0.50	30.45	0.0	10.73	0.0
100	OAT PROBE	0.10	81.00	0.0	8.10	0.0
101	J-BOX NIGHTSUN	2.35	150.00	21.50	444.51	89.45
102	CHARGER / MOUNT FOR FLASHLIGHT	0.80	166.00	-15.00	99.60	-9.00
103	RECHARGABLE FLASHLIGHT	1.80	100.00	-15.00	230.60	-27.00
104	AUDIO PATCH BOX	1.60	85.45	26.69	136.72	42.70
105	SLASS	1.02	154.68	21.50	157.77	21.93
106	SLASS CABLE ASSEMBLIES	2.00	117.00	0.0	234.00	0.0
107	SLASS RCU HAND CONTROL	2.56	73.00	-26.50	186.88	-67.84
108	BEACON-LED	1.50	173.60	0.0	260.40	0.0
109	RT-30 ANTENNA WHIP	0.07	205.0	0.0	14.35	0.0
110	RT-30 ANTENNA BASE ASSEMBLY	0.26	205.0	0.0	53.30	0.0
111	RT-30 TUNE-SWITCH/ANNUNCIATOR	0.10	35.75	-21.00	3.58	-2.10
112	AT560 ANTENNA	2.60	299.30	0.0	778.18	0.0
113	C5000 COM MANAGEMENT UNIT	3.40	76.00	-2.00	258.40	-6.80
114	REAR COMMAND CONSOLE	10.10	70.00	0.0	1000.40	0.0
115	CABIN FIRE EXTINGUISHER	5.00	1.70	3.33	8.50	16.65
116	MICROWAVE DOWNLINK SWITCH PANEL	0.20	37.50	-5.00	7.50	-1.00
117	DOVETAIL ADAPTER	1.05	40.41	20.00	80.80	84.02
118	CAMERA BELLY DISCONNECT PANEL	0.40	55.00	-12.50	22.00	-5.00
119	LASER INTERLOCK UNIT	1.05	69.50	-1.00	72.90	-1.00
120	FLIR OPS L/H/LZ ANTENNA	0.55	65.50	11.50	28.13	3.80
121	DART MICROWAVE DOWNLINK OMNI ANTENNA MOUNT	0.85	160.00	-33.00	136.00	-28.05
122	VISILINK DOWNLINK ANTENNA	0.70	160.00	-33.00	112.00	-23.10
123	USB MAPPING INTERFACE CONNECTOR	0.15	69.50	3.50	10.43	0.53
124	KRA405 RADALT RECEIVER	6.6	166.00	10.5	1095.6	69.3
125	RT-5000 AM / FM TRANSCEIVER	18.50	121.50	19.69	2247.75	364.27
126	RT-30 FLEXCOMM TRANSCEIVER	7.30	138.00	19.50	1007.40	142.35
127	ICDS-8 DISPLAY	3.90	33.95	13.50	132.41	52.65
128	AVALEX 12" MONITOR AND MOUNTING	6.20	39.50	-18.00	244.90	-111.60
129	AVALEX DVR	1.40	55.00	-5.50	50.40	-15.50
130	AEROCOMPUTERS KEYBOARD	1.50	72.00	0.00	100.00	0.00
131	FLIR CIMPAL UPPER DOVE TAIL	0.75	40.41	20.00	80.81	15.74
132	REMOVABLE MAP COMPARTMENT	3.00	73.00	0.00	219.00	0.00
133	PA / SIREN CONTROL	1.00	32.5	0.0	32.50	0.0
134	KNI46 RAD ALT INDICATOR	1.70	36.40	22.50	61.88	38.25
135	PFD35 NIU	3.20	74.50	21.50	238.40	68.80
136	AEROCOMPUTERS MAPPING UNIT	10.10	120.00	21.50	1200.00	220.00

x   
 ROTORCRAFT SUPPORT, INC FAA CRS YT2R331L

## Exhibit B (Continued)

### **Additional Equipment Loose:**

SN 4037 Equipment List

N708SD

Supplemental Equipment List

Included in the attached Equipment List, dated March 7, 2018, are the following items:

Onboard Systems Cargo Hook, P/N 200-282-00

Heli-Dyne Systems Hoist, P/N HDSTD-27-2003-03, unserviceable –requires major work

Eurocopter Canada external load utility mirrors

Easterline Mason drop cord, P/N 81579-CE394BXNYSK3-6P

Also of note – the GNS430 (item 70) and GTX330 (item 71) are both ADS-B compliant.



AIRBUS HELICOPTERS, INC., 2701 Forum Drive, Grand Prairie, Texas 75052-7099,  
Tel: 972-641-0000, [www.airbushelicoptersinc.com](http://www.airbushelicoptersinc.com)

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## TAB D Exhibits

- 1 H125 Technical Data
- 2 Warranties
- 3 AHI Terms & Conditions

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HELICOPTERS

# H125

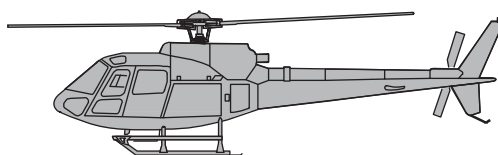
Technical Data  
2019



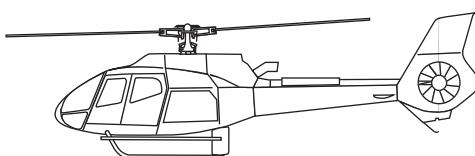
AIRBUS



Civil Version



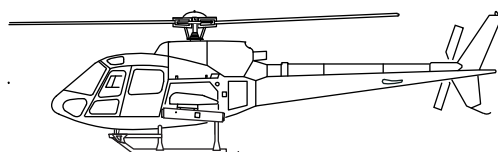
H125



H130

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Military Version



H125M

## Contents

<b>1</b>	<b>Foreword.....</b>	<b>3</b>
<b>2</b>	<b>General Characteristics .....</b>	<b>5</b>
2.1	Cockpit and Cabin Layouts.....	5
2.2	Weight.....	5
2.3	Power Ratings .....	5
2.4	Fuel Capacities .....	5
2.5	External Dimensions.....	6
2.6	Internal Dimensions.....	7
2.7	Configurations.....	8
2.8	Other Characteristics .....	9
2.9	VFR Day and Night Package, included in Baseline Aircraft Definition.....	10
<b>3</b>	<b>Baseline Aircraft Definition.....</b>	<b>12</b>
<b>4</b>	<b>Mission Configurations.....</b>	<b>15</b>
4.1	Passenger Transportation .....	17
4.2	Aerial Work .....	21
4.3	Multirole Operations .....	25
4.4	Training.....	29
4.5	Private & Business Aviation.....	33
<b>5</b>	<b>Equipment Information .....</b>	<b>37</b>
5.1	List of Optional Equipment .....	37
<b>6</b>	<b>Main Performance.....</b>	<b>43</b>
<b>7</b>	<b>Services Information .....</b>	<b>59</b>
7.1	Proven reliability and Availability Based on Experience.....	59
7.2	H125 Inspection Programs.....	60
7.3	Main Components Limitations .....	62
7.4	HCare® - Material Management .....	63
7.5	Engine Service and Support Programs .....	66
7.6	HCare - Helicopter Maintenance .....	68
7.7	HCare - Technical Support.....	69
7.8	Hcare – Training & Flight Ops .....	72
7.9	Upgrades .....	73
7.10	Flight Operations Services .....	74
7.11	HCare – Connected Services .....	75
<b>8</b>	<b>Abbreviations .....</b>	<b>77</b>

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## 1 Foreword



### **H125® the modernity in experienced powerful helicopter**

Your missions are very diversified. The high performance and versatility of AS350/H125 are the main reasons why more than 5,000 AS350®/H125 have been delivered to 1,500 operators .

The H125 is the high-performance version of the single engine Ecureuil® family, beating all other helicopter in its category in terms of performance. It fulfils the FAR 27 regulation for VFR operations by day & night <sup>1</sup>. It offers a Maximum Internal Gross Weight of 2,370 kg (5,225 lbs) <sup>2</sup> and a Maximum All-Up Weight of 2,800 kg (6,172 lbs) in external load transport configuration.

The H125 offers an interior design for increasing comfort in passenger transportation. Should it be used for corporate or VIP missions, the aircraft is proposed in ACH Line® layout, which upgrades travelling to a even higher confort level.

In order to enhance safety in operation, the H125 is equipped with improved energy absorbing crew seats and encompasses dual hydraulics (as option). A cockpit camera helps the operator to identify and address operational risks before they can lead to incidents and accidents. A Crash Resistant Fuel System is proposed as option, aiming at reducing the risk of post-crash fires. Without underbelly external installation, this fuel tank can now be compliant with certification requirement CS/FAR 27.952 "Fuel system crash resistance" through Airbus STC. H125 is continuously upgraded to keep its position of leader on the market for customer operation benefit.

Equipped with the Garmin G500H Glasscockpit, with avionics package including Garmin GTN650H and transponder mode S GTX335R ADS-B out, H125 offers a reduced pilot workload. For optimizing the Man-Machine Interface, the H125 is basically fitted with the Vehicle & Engine Multifunction Display (VEMD®) that allows the pilot to see all the main vehicle and engine parameters at one glance on a friendly dual LCD screen.

1 By night, in VFR, when the equipment required by operational regulations are installed and serviceable.  
2 Requires the fitment of the option "Kit to increase Maximum Internal Gross Weight to 2370 kg".

Its Safran Helicopter Engines ARRIEL 2D engine is equipped with an upgraded triple engine control: one dual channel FADEC (Full Authority Digital Engine Control) unit plus a third independent & automatic back up channel. This modern engine is fitted with an Engine Data Recorder (EDR) that manages cycle countings & usage tracking thus paving the way for more predictive maintenance. Engine TBO and maintenance inspection intervals are extended. Consequently operating costs will be reduced.

This makes the helicopter the most adapted for all types of missions such as aerial work, fire-fighting, law enforcement, Search And Rescue or passenger transportation, especially in hot & high and extreme environments. It demonstrated its tremendous capabilities while breaking the World Record for the highest altitude landing and take-off.

The total flight hours currently accumulated have reached 26,450,000 hours and the "fleet leader" aircraft has accumulated more than 37,600 flight hours.

### **Equipment highlights and main improvements**

#### **Electronic N2 overspeed protection (baseline)**

An electronic N2 overspeed protection has been included on Arriel 2D limiting damage in case of engine overspeed.

#### **Function ADS-B out in transponder Garmin GTX 335R (baseline)**

ADS-B (Automatic Dependent Surveillance Broadcast) is a surveillance technology in which an aircraft determines its position and periodically broadcasts it, enabling to be tracked.

Aircraft identification, position information, heading, altitude and velocity are acquired by the ADS-B transmit equipment. These information are then broadcasted by the aircraft and can be received and decoded by other equipped aircrafts and ATC.

#### **High visibility paint scheme on intrados main rotor blades (optional)**

A high visibility paint scheme on intrados main rotor blades is proposed as option for a better visibility of rotor disc in critical situation.

#### **Supplemental Type Certificate (STC)**

In order to enlarge missions spectrum, several STC (Supplemental Type Certificate) kits are available or under development that will allow to target customers specific mission needs, among which:

- Police mission package including Searchlight, Electro Optical System (EOS), Traffic Advisory System (TAS) and Audio/Video Downlink.
- BLR FastFin (available as optional): Tail boom modification to improve hover performance & stability and increase available right pedal for yaw control

#### **Maintenance**

The maintenance has been optimized thanks to 3% reduction of MMH volume on inspection S and T, the increase of ARRIEL 2D engine TBO from 4,000 to 5,000 FH.

## 2 General Characteristics

### 2.1 Cockpit and Cabin Layouts

- Passenger-transportation
  - 1 pilot + 5 passengers in baseline version
  - 1 pilot + 4 passengers in "comfort" version
  - 1 pilot + 6 passengers in "high density" version
  - 1 pilot + 4 or 5 passengers in "ACH Line" version
- Casualty-evacuation
  - 1 pilot + 1 stretcher patient + 2 doctors
- Cargo carrying
  - 1 pilot + 3 m<sup>3</sup> (105.9 ft<sup>3</sup>) load in cabin

### 2.2 Weight

	kg	lb
■ Empty weight, Baseline Aircraft Definition <sup>1</sup>	1,257 <sup>2</sup>	2,771
■ Useful load, Baseline Aircraft Definition	993	2,189
■ Maximum take-off weight (MTOW)	2,250	4,960
■ Useful load, Baseline Aircraft Definition with Crash Resistant Fuel System and Kit to increase internal Gross Weight (options)	1,086	2,395
■ Increased Maximum all-up weight <sup>3</sup>	2,370	5,225
■ Maximum take-off weight with external load	2,800	6,172
■ Maximum cargo-swing load	1,400	3,086

Note: Empty weight accuracy: within  $\pm 2\%$

### 2.3 Power Ratings

1 Safran Helicopter Engines ARRIEL 2D turboshaft engine

H125 Thermodynamic Power, in standard atm., at SL. <sup>4</sup>	kW	shp
■ Take-Off Power (TOP)	632	847
■ Maximum Continuous Power (MCP)	543	728

Note: for information, engine certification ratings:

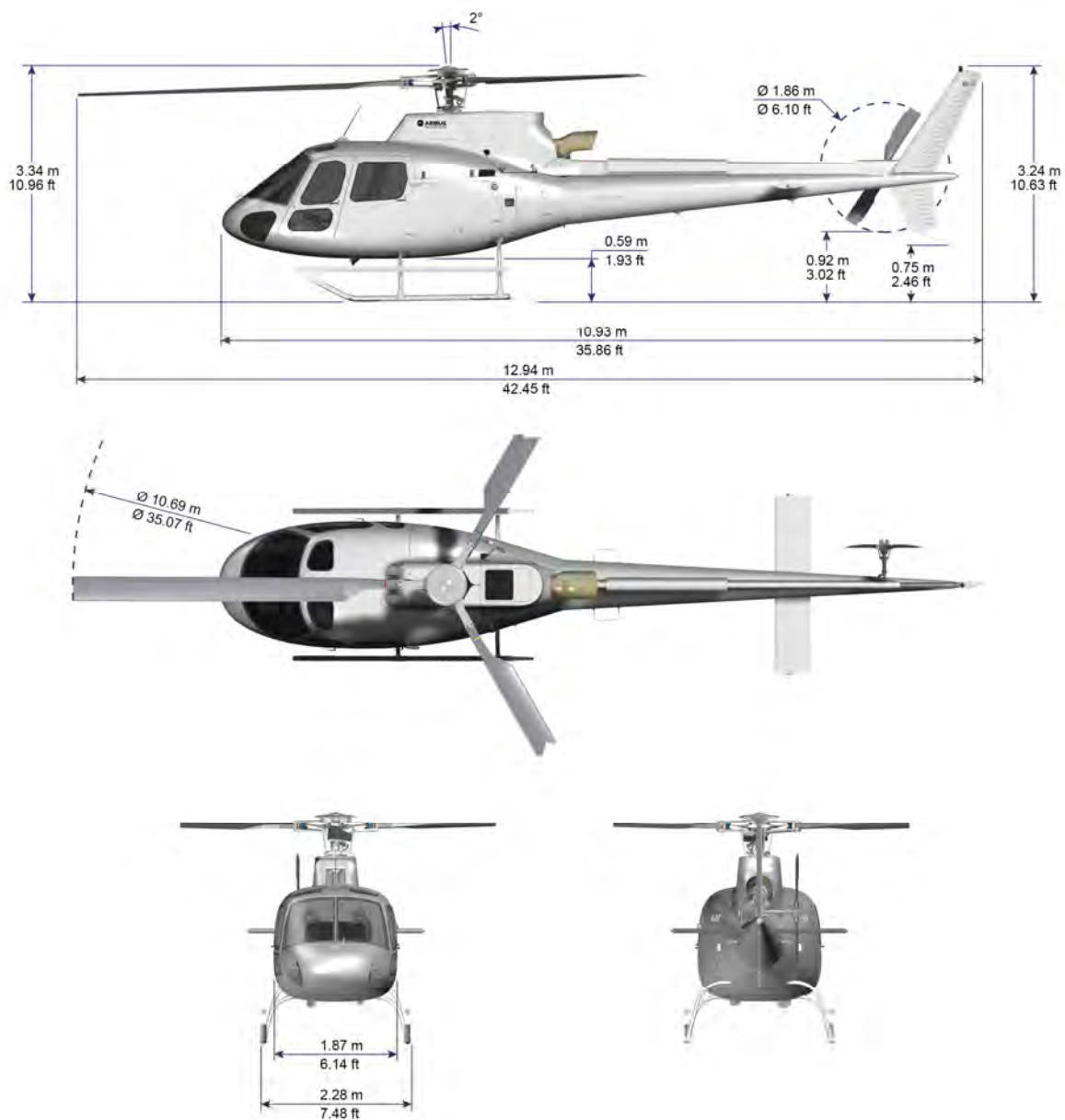
	kW	shp
■ Take-Off Power	710	952
■ Maximum continuous power	638	856

### 2.4 Fuel Capacities

Usable fuel capacity	liters	US gal	kg	lb
■ Baseline fuel tank	539	142	426	938
■ Crash resistant fuel system (option)	538	142	425	937

- 1 Baseline Aircraft empty weight includes oil and unusable fuel.
- 2 Refer in § 3 for features included in baseline aircraft weight.
- 3 Maximum all-up weight when the option "Kit to increase Internal Gross Weight to 2,370 kg (5,225 lb)" is fitted. This option includes the dual hydraulic circuit. It increases the Basic empty weight of the helicopter by 24 kg (54 lb).
- 4 These engine ratings are subject to other limitations. Please refer to the Flight Manual.

## 2.5 External Dimensions



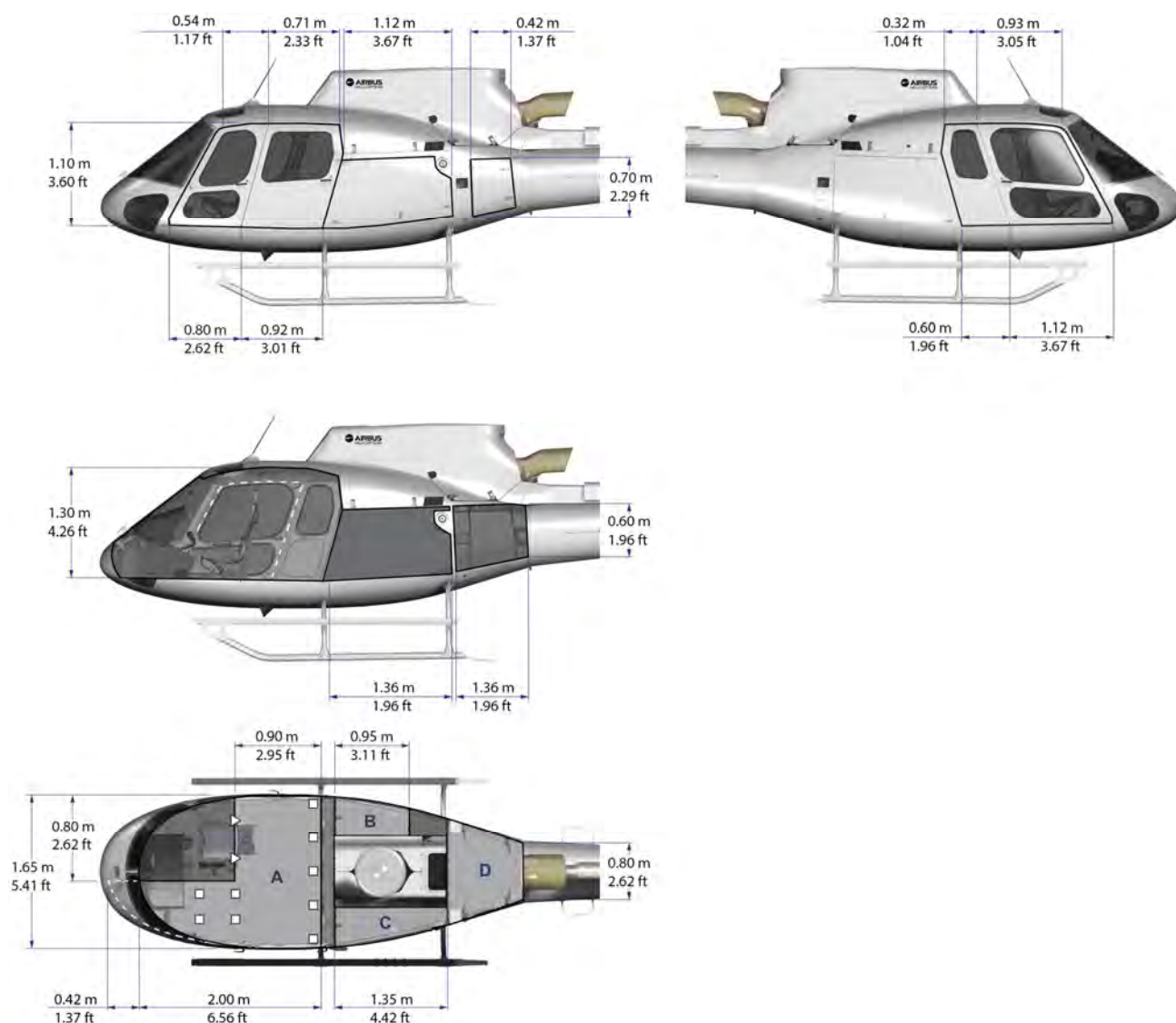
### Dimensions with blades folded (option)





## 2.6 Internal Dimensions

### Cabin main dimensions



		Floor area		Volume	
Cabin	A	2.60 m <sup>2</sup>	27.98 ft <sup>2</sup>	3.00 m <sup>3</sup>	105.94 ft <sup>3</sup>
RH hold	B	0.35 m <sup>2</sup>	3.76 ft <sup>2</sup>	0.20 m <sup>3</sup>	7.06 ft <sup>3</sup>
LH hold	C	0.43 m <sup>2</sup>	4.62 ft <sup>2</sup>	0.24 m <sup>3</sup>	8.29 ft <sup>3</sup>
Rear hold	D	0.55 m <sup>2</sup>	5.92 ft <sup>2</sup>	0.57 m <sup>3</sup>	19.95 ft <sup>3</sup>
Total holds		1.33 m <sup>2</sup>	14.30 ft <sup>2</sup>	1.00 m <sup>3</sup>	35.30 ft <sup>3</sup>

### Safety belt and freight-tie-down rings

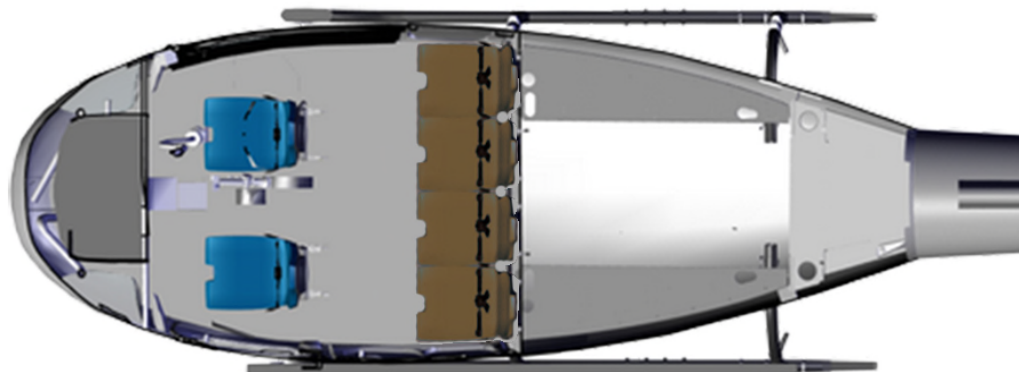
▷ Pilot's

□ Copilot and passengers

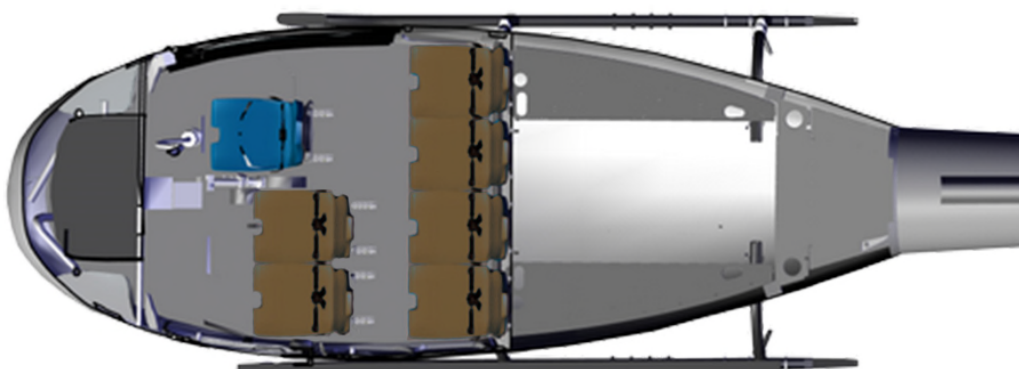


## 2.7 Configurations

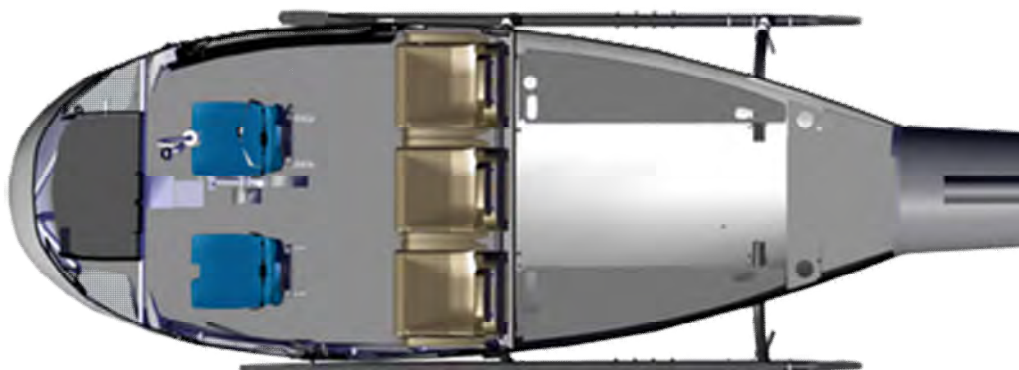
### 6 PAX



### 7 PAX (optional)



### 5 PAX (optional)



## 2.8 Other Characteristics

### Safran Helicopter Engines ARRIEL 2D turboshaft engine



- 847 shp (632 kW) equivalent Thermodynamic Power, in standard atmosphere, at Sea Level.
- Triple engine control: one dual channel FADEC (Full Authority Digital Engine Control) unit plus and a third independent and automatic back up channel
- Optimized engine ratings according to outside operations conditions thanks to electronic governing system (FADEC)
- Optimized engine monitoring through the VEMD
- Automatic starting sequence
- One Engine Data Recorder, with a memory for further download
- Electronic N2 overspeed protection

### VEMD

- Full color LCD display
- Fully duplex equipment
- Self monitoring at one glance
- First Limitation Indication (FLI) with aural warning
- Mission parameters calculation
- Engine cycle counting
- Engine health monitoring
- Engine Creep Damage counter
- Maintenance functions, including capability of datadownloading (softwares and connection wire available as option).



### Versatility enhancement

The H125 outclasses all other single engine helicopters for performance, versatility, safety and low acquisition and maintenance costs. This famous helicopter excels in hot conditions and very high altitudes, even on the top of the world: a serial production aircraft landed on the summit of Mount Everest on May 14th, 2005 (altitude: 29,029 ft / 8,848 m).

Its Safran Helicopter Engines ARRIEL 2D engine is equipped with a dual channel Full Authority Digital Engine Control system (FADEC) plus one independent back-up control system which allow automatic start-up sequences and care-free engine handling. The cockpit is fitted with a dual LCD-screen Vehicle and Engine Multifunction Display (VEMD), allowing the pilot to see at first glance the main vehicle and engine parameters - thus reducing his workload and enhancing safety by concentrating more on his mission.

The H125 offers a wide range of optional equipment and a large unobstructed flat floor cabin. It can be very quickly and easily reconfigured for all types of missions, from aerial work and heavy load transport ones to medical evacuation, Search And Rescue, law enforcement or passenger transportation.

## 2.9 VFR Day and Night Package, included in Baseline Aircraft Definition

The VFR day and night package is composed of the following equipment:

- Emergency locator transmitter - Kannad INTEGRA 406 AP-H
- VHF/VOR/LOC/GS - Garmin GNC 255A
- Intercom system (ICS) - Garmin GMA 350H
- Transponder (mode S) - Garmin GTX 335R – ADS-B out
- VHF/VOR/LOC/GS/GPS - Garmin GTN 650H
- Avionic display system Garmin G500H



The baseline aircraft definition includes an avionics package as defined here above. Brands and models are given for information. Airbus reserves the rights to modify any brand or model according to its policy in force.

This avionics package includes high visibility instruments designed for Helicopter pilots, improves Human Machine Interface with Full glasscockpit, maintain the flexibility with customizable instrument panel.

The G500H PFD display provides:

Attitude, Airspeed, Altitude (optional radio altitude ), Vertical speed, HSI, Reference bugs for“ATT, IAS, ALT, VS, Hdg”, OAT, Clock/Timer, Wind data, Helicopter Synthetic Vision Technology, Minimum Descent Altitude (visual and aural)

And the G500H MFD display provides:

Moving map, flight plan, waypoint, airport chart.

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## 3 Baseline Aircraft Definition

The helicopter in the definition, presented hereafter, meets the certification standards for day and night VFR operations, set by the following airworthiness authorities: EASA, FAA, TCCA, ANAC, CAAC, IAC-AR. This list is not restrictive and the status of approval by other airworthiness authorities must be checked. Additional equipment item may be required by the relevant operational or certification regulation (most of them are available in catalogue).

### GENERAL

- The H125® is certified with a pilot being on the right side
- The baseline aircraft is delivered with right side controls and capabilities for the removable dual controls (LH controls are optional)
- Fuselage comprising the cabin and 3 luggage holds, with floor tie-down nets and access doors
- Tail boom with stabilizer, anti-torque rotor and fin with tail skid
- High skid landing gear with long footsteps (on right side and on left side), capable of taking handling wheels
- Lifting points
- Mooring fixtures
- Structural reinforcements for cable cutter system
- Structural reinforcements for RH external mirrors
- Single color exterior painting
- Internal paint: grey (prevailing colour)
- Interior signs and markings: available in either French or English

### COCKPIT / CABIN

- Cabin floor in light-alloy sheet-metal with tie-down rings
- 2 pilot and copilot high-back energy-absorbing seats, adjustable in reach, removable, complete with cushions, safety belts and shoulder harnesses
- 2 two-place rear bench-seats, foldable separately, complete with cushions, safety belts and shoulder harnesses
- 2 pilot and copilot jettisonable doors each fitted with a sliding window and with improved side-visibility window
  - 1 RH large front door
  - 1 LH front door
- Hinged rear right door-extension for passengers and cargo
- 1 rear left sliding door
- Locks on every access to cabin and luggage compartments
- Lock on fuel cap
- 2 tinted upper panes
- 1 ceiling housing the ventilation ducts and controls (ventilation controls, rotor brake and fuel cut-off)
- Cabin heating
- Demisting system for front windscreens
- Ram air ventilation duct
- Fixed parts for pilot and copilot windshield wipers
- 1 pilot document holder
- 1 fire-extinguisher
- 1 Flight Manual: available in either French or English
- Interior harmony according to definition in force

### INSTRUMENTS

- 1 Integrated Flight Display: Primary Flight Display / Navigation Display (PFD/ND):
  - Primary flight data display: airspeed, vertical speed, attitude, altitude, T&B, HSI with VOR
  - Navigation Display
    - ◆ Nav data, flight plan
    - ◆ High resolution helicopter dedicated terrain & obstacle database
- 1 stop watch
- 1 warning panel
- 1 heated pitot head
- 1 external side slip indicator
- 1 control box for light and electrical generation
- 1 ICS connection to audio warning issued from VEMD®
- 1 cockpit imaging and flight data monitoring device
- Standby instruments:
  - 1 airspeed indicator
  - 1 altimeter
  - 1 gyro-horizon
  - 1 LCD dual RPM tachometer (rotor and free turbine)
  - 1 magnetic compass
- 1 LCD Dual screen Vehicle and Engine Multifunction Display (VEMD) providing the following information:
  - First Limit Indicator (FLI)
    - ◆ torquemeter
    - ◆ exhaust gas temperature (TOT)
    - ◆ gas generator tachometer (N1)
  - Engine oil temperature/pressure
  - Fuel quantity
  - Fuel flow and estimated remaining time to fly
  - Ammeter, voltmeter and battery temperature
  - Outside Air Temperature (OAT)
  - Enhanced usage monitoring functions
    - ◆ IGE/OGE performance calculations
    - ◆ engine cycle counting
    - ◆ engine power check
    - ◆ overlimit display
  - VEMD and peripheral maintenance information
  - Data downloading capability (software and connection wire as option)

## AVIONICS

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>• 1 Emergency Locator Transmitter</li> <li>• 1 VHF/VOR/LOC/GS</li> <li>• 1 VHF/VOR/LOC/GS/GPS</li> </ul> | <ul style="list-style-type: none"> <li>• 1 ICS + passenger interphone</li> <li>• 1 transponder (mode S – ADSB-out)</li> <li>• 1 avionics master switch</li> </ul> |
|---|---|

## POWER PLANT

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>• 1 ARRIEL 2D turbine engine complete with starting, fuel supply and dual channel digital engine control system (FADEC) and 1 back-up control system that automatically controls the engine in case of a total failure of the 2 digital channels of the FADEC</li> <li>• 1 fuel system including 1 tank of 540 liters (143 US gal) total capacity</li> </ul> | <ul style="list-style-type: none"> <li>• 1 twist grip on pilot side (for engine reduction in case of tail rotor failure and autorotation training)</li> <li>• 1 magnetic plug and 1 chip detector</li> <li>• 1 engine lubrication and oil cooling system</li> <li>• 1 fire detection system</li> <li>• 1 air-intake protective grids</li> <li>• 1 torque-measurement pick-up</li> </ul> |
|---|---|

## TRANSMISSION SYSTEM

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>• 1 main gearbox, anti-vibration mounted, with oil sight gauge, chip detector, oil temperature and pressure switches, port for endoscope and self-sealing valve for oil sampling and draining</li> <li>• 1 main gearbox oil cooling system</li> <li>• 1 engine to main gearbox coupling shaft</li> <li>• 1 rotor brake</li> </ul> | <ul style="list-style-type: none"> <li>• 1 main rotor r.p.m. sensor and high and low r.p.m. warning device</li> <li>• 1 tail drive carried by five anti-friction bearings</li> <li>• 1 tail gearbox with oil sight gauge, chip detector and port for endoscopic inspection</li> </ul> |
|--|---|

## ROTORS AND FLIGHT CONTROLS

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>• 1 main rotor with 3 composite-material blades around a Starflex<sup>®</sup> head fitted with spherical thrust bearings</li> <li>• 1 anti-torque rotor with 2 composite-material blades</li> </ul> | <ul style="list-style-type: none"> <li>• 3 main rotor hydraulic servo units</li> <li>• 1 tail rotor hydraulic servo unit and load compensation systems</li> </ul> |
|--|---|

## ELECTRICAL INSTALLATION

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>• One 150 A, 28 V DC starter-generator</li> <li>• One 28 V DC cabin power outlet</li> <li>• One 15 A, h cadmium-nickel battery</li> <li>• 1 ground power receptacle</li> <li>• 3 position lights (LED)</li> <li>• 1 flashing anti-collision light (LED)</li> <li>• 2 fixed landing lights</li> </ul> | <ul style="list-style-type: none"> <li>• 2 adjustable emergency/reading map lights for crew</li> <li>• 2 adjustable reading lights for passengers</li> <li>• 1 integrated instrument-panel lighting system</li> <li>• 1 integrated lighting in central console</li> <li>• 2 cockpit breaker panels</li> </ul> |
|---|---|

## AIRBORNE KIT <sup>1</sup>

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>• 1 port plug (pitot)</li> <li>• 2 static port stoppers</li> <li>• 1 engine air-intake blanking cover</li> <li>• 1 exhaust pipe blank</li> <li>• 2 hydraulic ground handling wheels</li> <li>• 1 cargo net and rope</li> </ul> | <ul style="list-style-type: none"> <li>• 2 upper mooring rings</li> <li>• 3 main-blade socks and pole</li> <li>• 1 tail rotor locking device</li> <li>• 1 lifting ring</li> <li>• 1 document holder</li> <li>• 1 airborne kit stowage bag</li> </ul> |
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<sup>1</sup> Weight not included in baseline aircraft empty weight.

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## 4 Mission Configurations

The following mission equipped configurations are proposed by Airbus, benefitting from years of experience in designing & producing helicopters and from coordination with different operators of the Ecureuil family around the world.

All the configurations encompass several equipment as a basis for all missions, including avionics and the radio suite.

On top of this Baseline Aircraft Definition, these pre-selected lists of optional equipment should be regarded as a recommended equipment list.

In order to be further customized, these mission configurations can be complemented by additional optional equipment proposed in chapter 5 'Equipment Information' of this Technical Data <sup>1</sup>.

For the H125 the reference mission configurations are:

- Passenger Transportation
- Aerial Work
- Multirole Operations
- Training
- Private & Business Aviation.

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<sup>1</sup> Please note that some constraints may exist between optional equipment. Any modification and/or complement of the proposed mission configurations must be established with assistance of an Airbus sales representative.



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## 4.1 Passenger Transportation

With its wide, unobstructed 5+1 cabin (6+1 in high density) and its high cruising speed, range and payload, the H125 can carry more passengers on more round-trips per day than any other helicopter in its class.

With its cabin design renewal, the helicopter provides its occupants with the highest level of comfort. In addition to the low vibration level, the passengers will appreciate the feeling of spaciousness and the panoramic view offered by the large windows.



Access to the cabin is easy due to its wide doors with convenient boarding steps. All seats are facing forward for more comfort. The large baggage compartments are easily accessible to allow quick loading of luggage, as shown below.



The H125 carries thousands of tourists, businessmen and VIPs all over the world in optimum comfort and safety.

### Weight

	kg	lb
■ Empty weight, passenger transportation configuration (including engine oil and unusable fuel)	1,275	2,810
■ Useful load	975	2,150
■ Maximum all-up weight	2,250	4,960
■ Useful load with optional 'Kit to increase Internal Gross Weight to 2,370 kg'	1,071	2,361
■ Maximum all-up weight with optional 'Kit to increase Internal GW to 2,370 kg'	2,370	5,225

Notes: Empty weight accuracy within  $\pm 2\%$

Including the Crash resistant fuel system, 2 headsets (and other options mentioned in §4.1.1)

### 4.1.1 Passenger Transportation Configuration

Document reference	Commercial reference	Description	kg	lb
<b>Basic Aircraft Components</b>				
00-10004-D	00-10004-09-CI	H125 Baseline Aircraft (125 B3 19.100.01 E) <i>including:</i> - Integrated Flight Display - Vehicle and Engine Management Display (VEMD) - Caution Warning Panel - External side slip indicator - Stop watch - Magnetic Compass - Cockpit camera - Back-up instruments (Gyro-horizon, Airspeed, Altimeter, NR indicator)	1,257.1	2,771.4
<b>Avionics</b>				
08-00014-J	08-00014-12-CI	VFR day and night package with Integrated Flight Display Garmin G500H, included in baseline definition Emergency locator transmitter - Kannad INTEGRA AP-H 2 Frequencies: 121.5 MHz (VHF), 406 MHz (COSPAS-SARSAT). The Programming Data Sheet must be filled and communicated by the customer two months at the latest before the helicopter's delivery. VHF/VOR/LOC/GS - Garmin GNC 255A Intercom system (ICS) - Garmin GMA 350H Includes the passenger interphone function. ICS compatible with High level / High impedance headsets. Transponder (mode S) - Garmin GTX 335R - ADS-B out The mode S identification must be communicated by the customer two months at the latest before the delivery. VHF/VOR/LOC/GS/GPS - Garmin GTN 650H This equipment is delivered with the original NORTH ATLANTIC map. For any other region, specify it in the contract Avionic display system Garmin G500H Including: - Display – PFD RH Unit - Air Data, Attitude and Heading Reference System unit (ADAHRS) - Magnetometer unit - Outside Air Temperature probe This equipment is delivered with the original NORTH ATLANTIC map. For any other region, specify it in the contract	0.0	0.0
<b>General Equipment</b>				
05-03002-A	05-03002-00-CI	First aid kit <i>Its content is the buyer's responsibility as it may have to be adapted according to geographical region or applicable regulations.</i>	1.0	2.2
05-25029-A	05-25029-00-CI	Heavy duty blade pins <i>Recommended for operations in sandy and abrasive conditions.</i>	0.0	0.0
05-81050-B	05-81050-01-CI	Crash resistant fuel system <i>Recommended by Airbus. Compliant with 27.952 except for operations with underbelly installation.</i>	15.6	34.4
<b>Avionics</b>				
08-18035-A	08-18035-00-CI	Headset - David Clark H10-13H <i>High level / High impedance headset.</i>	0.5	1.1

## 4.1.2 Passenger Transportation Further Available Equipment

Document reference	Commercial reference	Description	kg	lb
<b>General Equipment</b>				
05-01022-A	05-01022-00-CI	Kit to increase Internal Gross Weight to 2370 kg (5,225 lb), including the Dual hydraulic circuit	11.0	24.3
05-02067-A	05-02067-00-CI	Enhanced exterior painting <i>Paint schemes with up to 3 colors. The paint scheme must be approved at the latest 6 months before the delivery of the helicopter.</i>	4.0	8.8
05-31003-A	05-31003-00-CI	Tinted window for standard and optional door configuration	0.1	0.2
05-42005-A	05-42005-00-CI	Air conditioning system	61.8	136.2
05-61025-A	05-61025-00-CI	Independent battery for the back-up gyro-horizon Thales H321EHM (included in Baseline) <i>May be a mandatory equipment, required by local airworthiness authorities or operational regulation</i>	2.3	5.1
<b>Specific Mission Equipment</b>				
06-42005-A	06-42005-00-CI	LH landing light (swivelling in elevation and azimuth) <i>May be a mandatory equipment, required by local airworthiness authorities or operational regulations.</i>	2.5	5.5
06-61002-A	06-61002-00-FP	Emergency floatation gear - Fixed Parts <i>May be a mandatory equipment, required by local airworthiness authorities or operational regulations.</i>	5.4	11.9
	06-61002-00-RP	Emergency floatation gear - Removable Parts <i>May be a mandatory equipment, required by local airworthiness authorities or operational regulations.</i>	64.1	141.3
<b>Interior Layout</b>				
07-00010-C	07-00010-02-CI	Comfort layout with sound-proofing	46.7	103.0
<b>Avionics</b>				
08-21034-A	08-21034-01-CI	Radio altimeter Thales AHV16, remote controlled <i>Displayed on glass-cockpit Garmin G500H. May be a mandatory equipment, required by local airworthiness authorities or operational regulation</i>	3.5	7.6
08-83017-A	08-83017-00-CI	VEMD data download kit <i>Two software and connection cable. Allows compliance to EASA-OPS Part-CAT (EU Reg. n°965/2012) AMC2 CAT.POL.H.305(b) §(c): UMS required for "operations without an assured safe forced landing capability". Requires absolute time data from serviceable GPS.</i>	0.0	0.0
08-91004-A	08-91004-00-CI	Hourometer	0.2	0.4

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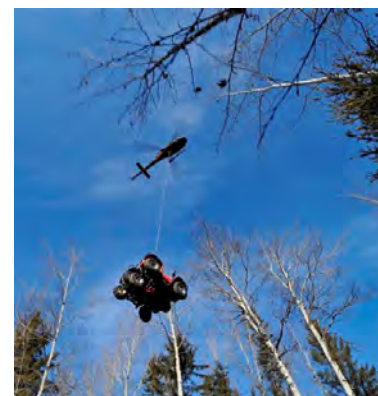
## 4.2 Aerial Work

The powerful H125 is everything the world has come to expect from Airbus: dependable, comfortable, safe and cost-effective. It fits all types of aerial work missions, because it has been designed with adaptability in mind.

The H125 can be easily re-configured with a long list of optional equipment for whatever aerial work mission in mind.

With its lifting power, its Take Off Power is available up to 30 minutes <sup>1</sup>, its endurance and heavy-duty composite materials construction, the H125 is always up for the most arduous hot and high missions.

With external load, the NR increases to 400 rpm to enhance performance and safety. Class C operation (Wire Stringing) is eligible in accordance with local airworthiness authorities or operational regulation.



The cockpit includes the dual LCD-screen VEMD, that gives the pilot the possibility to see all the vehicle parameters at one glance, reducing his workload and enhancing safety.

### Weight

	kg	lb
■ Empty weight, aerial work configuration (including engine oil and unusable fuel)	1,294	2,853
■ Useful internal load	956	2,107
■ Maximum all-up weight	2,250	4,960
■ Maximum cargo-swing load	1,400	3,086
■ Maximum all-up weight in external load configuration	2,800	6,172

Notes: Empty weight accuracy within  $\pm 2\%$

Including the Crash resistant fuel system, 2 headsets (and other options mentioned in §4.2.1)

<sup>1</sup> With the optional equipment 'Enhanced thermal protection on rear transmission'.



### 4.2.1 Aerial Work Configuration

Document reference	Commercial reference	Description	kg	lb
<b>Basic Aircraft Components</b>				
00-10004-D	00-10004-09-CI	H125 Baseline Aircraft (125 B3 19.100.01 E) <i>including:</i> - Integrated Flight Display - Vehicle and Engine Management Display (VEMD) - Caution Warning Panel - External side slip indicator - Stop watch - Magnetic Compass - Cockpit camera - Back-up instruments (Gyro-horizon, Airspeed, Altimeter, NR indicator)	1,257.1	2,771.4
<b>Avionics</b>				
08-00014-J	08-00014-12-CI	VFR day and night package with Integrated Flight Display Garmin G500H, included in baseline definition <i>Emergency locator transmitter - Kannad INTEGRA AP-H</i> <i>2 Frequencies: 121.5 MHz (VHF), 406 MHz (COSPAS-SARSAT).</i> <i>The Programming Data Sheet must be filled and communicated by the customer two months at the latest before the helicopter's delivery.</i> VHF/VOR/LOC/GS - Garmin GNC 255A Intercom system (ICS) - Garmin GMA 350H <i>Includes the passenger interphone function.</i> <i>ICS compatible with High level / High impedance headsets.</i> Transponder (mode S) - Garmin GTX 335R - ADS-B out <i>The mode S identification must be communicated by the customer two months at the latest before the delivery.</i> VHF/VOR/LOC/GS/GPS - Garmin GTN 650H <i>This equipment is delivered with the original NORTH ATLANTIC map. For any other region, specify it in the contract</i> Avionic display system Garmin G500H <i>Including:</i> - Display – PFD RH Unit - Air Data, Attitude and Heading Reference System unit (ADAHRS) - Magnetometer unit - Outside Air Temperature probe <i>This equipment is delivered with the original NORTH ATLANTIC map. For any other region, specify it in the contract</i>	0.0	0.0
<b>General Equipment</b>				
05-25029-A	05-25029-00-CI	Heavy duty blade pins <i>Recommended for operations in sandy and abrasive conditions.</i>	0.0	0.0
05-81050-B	05-81050-01-CI	Crash resistant fuel system <i>Recommended by Airbus. Compliant with 27.952 except for operations with underbelly installation.</i>	15.6	34.4
<b>Specific Mission Equipment</b>				
06-26004-B	06-26004-01-FP	RH side electric and de-iced external mirror - Fixed Parts <i>Recommended for swing work.</i>	0.5	1.1
	06-26004-01-RP	RH side electric and de-iced external mirror - Removable Parts	2.3	5.1
06-27008-A	06-27008-00-FP	Cargo swing (1400 kg - 3,080 lb) - Fixed Parts	2.7	6.0
	06-27008-00-RP	Cargo swing (1400 kg - 3,080 lb) - Removable Parts <i>With Onboard Systems TALON hook.</i>	13.8	30.4
06-27009-A	06-27009-00-CI	Capabilities for extended cargo swing	1.3	2.9
<b>Avionics</b>				
08-18035-A	08-18035-00-CI	Headset - David Clark H10-13H <i>High level / High impedance headset.</i>	0.5	1.1

### 4.2.2 Aerial Work Further Available Equipment

Document reference	Commercial reference	Description	kg	lb
<b>General Equipment</b>				
05-01022-A	05-01022-00-CI	Kit to increase Internal Gross Weight to 2370 kg (5,225 lb), including the Dual hydraulic circuit	11.0	24.3
05-02073-A	05-02073-00-CI	Engine exhaust area black thermal painting <i>Recommended for aerial work mission. The paint scheme must be approved at the latest 6 months before the delivery of the helicopter.</i>	1.0	2.2
05-11006-A	05-11006-00-CI-STC	BLR FastFin <sup>®</sup> system <i>Tail boom modification improving wind azimuth tolerance and additional useful load in hover flight. Includes a thermal protection. This STC is FAA and EASA certified. Prices and leadtimes for national certifications are available on request.</i>	On request	
05-21003-A	05-21003-00-CI	Cable cutter system <i>Structural reinforcements are included in standard aircraft.</i>	7.0	15.4
05-24004-B	05-24004-01-CI	Tail rotor arch	1.4	3.1
05-24029-A	05-24029-00-CI	High visibility paint scheme on main rotor blades (Intrados)	0.1	0.2
05-25025-B	05-25025-01-CI	Enhanced Engine Air Particle Separator <i>The sand filter is mandatory for flights in falling snow conditions.</i>	7.6	16.8
05-29000-A	05-29000-00-CI	Enhanced thermal protection on rear transmission for engine MTOP extension to 30 minutes <i>Mandatory for Engine MTOP duration extension to 30 minutes</i>	5.5	12.1
05-32001-A	05-32001-00-CI	Pilot's windshield wiper	2.6	5.7
05-61025-A	05-61025-00-CI	Independent battery for the back-up gyro-horizon Thales H321EHM (included in Baseline) <i>May be a mandatory equipment, required by local airworthiness authorities or operational regulation</i>	2.3	5.1
<b>Specific Mission Equipment</b>				
06-11033-A	06-11033-00-CI	Short protective skid shoes <i>Recommended for training missions.</i>	2.5	5.5
06-27046-B	06-27046-02-CI	Enlarged cockpit floor window (right side) compatible with R/H sliding door <i>Not compatible with seats armour-plating.</i>	2.7	6.0
06-42005-A	06-42005-00-CI	LH landing light (swivelling in elevation and azimuth) <i>May be a mandatory equipment, required by local airworthiness authorities or operational regulations.</i>	2.5	5.5
<b>Interior Layout</b>				
07-50005-B	07-50005-01-CI	Right rear sliding door <i>Replaces the standard RH large front door with improved side-visibility window and small rear door.</i>	3.7	8.2
<b>Avionics</b>				
08-83017-A	08-83017-00-CI	VEMD data download kit <i>Two software and connection cable. Allows compliance to EASA-OPS Part-CAT (EU Reg. n°965/2012) AMC2 CAT.POL.H.305(b) §(c): UMS required for "operations without an assured safe forced landing capability". Requires absolute time data from serviceable GPS.</i>	0.0	0.0
08-91004-A	08-91004-00-CI	Hourmeter	0.2	0.4



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## 4.3 Multirole Operations

The H125 is designed to handle any mission. Thanks to its wide and unobstructed cabin, it can be reconfigured easily for everything from aerial work and heavy load transport, to medical evacuation, SAR, law enforcement, oil-rig transport and high-density passenger transportation.

In its role as law enforcement helicopter its is used for a wide range of missions: surveillance, command and control, transporting small special force units and border patrol missions.

The large unobstructed flat floor cabin and the wide range of optional equipment make the H125 the most versatile helicopter in its class. It offers excellent maneuverability, unparalleled visibility and a low vibration level in the cabin, providing to customers with a true multi-mission workhorse. It can perform a great variety of missions, carry a multitude of equipment for them, and provide power in the process, mainly for hot and high conditions. It can be reconfigured very quickly and easily from a mission to another. Operators worldwide considered the H125 to be the most flexible, the best and the strongest aircraft among the lightweight helicopters ever produced. It can reach where no lightweight helicopter can fly to, up to an altitude of 23,000 ft. On May 14<sup>th</sup>, 2005 a serial AS350 B3<sup>®</sup> landed on Mount Everest (29,035 ft). This tremendous achievement breaks the World Record for the highest altitude landing and take-off ever, which sets an ultimate milestone in the History of Aviation.



The exceptional lifting power, high endurance and extended range of the H125 make any job looks easy. The H125 can climb to 3,000 meters in 2 minutes and 21 seconds and has more then proved its performance when it landed on the Mount Everest in a record-breaking event.

### Weight

	kg	lb
■ Empty weight, Multirole Operations configuration (including engine oil and unusable fuel)	1,287	2,838
■ Useful load	963	2,123
■ Maximum all-up weight	2,250	4,960
■ Useful internal load with optional 'Kit to increase Internal Gross Weight to 2,370 kg'	1,058	2,333
■ Maximum all-up weight with optional 'Kit to increase Internal GW to 2,370 kg'	2,370	5,225
■ Maximum cargo-swing load	1,400	3,086
■ Maximum all-up weight in external load configuration	2,800	6,172

Notes: Empty weight accuracy within  $\pm 2\%$

Including the Crash resistant fuel system, 2 headsets (and other options mentioned in §4.3.1)

### 4.3.1 Multirole Operations Configuration

Document reference	Commercial reference	Description	kg	lb
<b>Basic Aircraft Components</b>				
00-10004-D	00-10004-09-CI	H125 Baseline Aircraft (125 B3 19.100.01 E) <i>including:</i> - Integrated Flight Display - Vehicle and Engine Management Display (VEMD) - Caution Warning Panel - External side slip indicator - Stop watch - Magnetic Compass - Cockpit camera - Back-up instruments (Gyro-horizon, Airspeed, Altimeter, NR indicator)	1,257.1	2,771.4
<b>Avionics</b>				
08-00014-J	08-00014-12-CI	VFR day and night package with Integrated Flight Display Garmin G500H, included in baseline definition <i>Emergency locator transmitter - Kannad INTEGRA AP-H</i> <i>2 Frequencies: 121.5 MHz (VHF), 406 MHz (COSPAS-SARSAT).</i> <i>The Programming Data Sheet must be filled and communicated by the customer two months at the latest before the helicopter's delivery.</i> VHF/VOR/LOC/GS - Garmin GNC 255A Intercom system (ICS) - Garmin GMA 350H <i>Includes the passenger interphone function.</i> <i>ICS compatible with High level / High impedance headsets.</i> Transponder (mode S) - Garmin GTX 335R - ADS-B out <i>The mode S identification must be communicated by the customer two months at the latest before the delivery.</i> VHF/VOR/LOC/GS/GPS - Garmin GTN 650H <i>This equipment is delivered with the original NORTH ATLANTIC map. For any other region, specify it in the contract</i> Avionic display system Garmin G500H <i>Including:</i> - Display – PFD RH Unit - Air Data, Attitude and Heading Reference System unit (ADAHRS) - Magnetometer unit - Outside Air Temperature probe <i>This equipment is delivered with the original NORTH ATLANTIC map. For any other region, specify it in the contract</i>	0.0	0.0
<b>General Equipment</b>				
05-25029-A	05-25029-00-CI	Heavy duty blade pins <i>Recommended for operations in sandy and abrasive conditions.</i>	0.0	0.0
05-63011-A	05-63011-00-CI	Starter-generator Skurka 200A, instead of Skurka 150A in baseline <i>Recommended for frequent engine startings (&gt;3 cycles per flight hour)</i>	On request	
05-81050-B	05-81050-01-CI	Crash resistant fuel system <i>Recommended by Airbus. Compliant with 27.952 except for operations with underbelly installation.</i>	15.6	34.4
<b>Specific Mission Equipment</b>				
06-21008-A	06-21008-01-FP	Electrical hoist Breeze (204 kg - 450 lb, 50 m - 164 ft cable) - Fixed Parts	8.0	17.6
06-26004-B	06-26004-01-FP	RH side electric and de-iced external mirror - Fixed Parts <i>Recommended for swing work.</i>	0.5	1.1
06-27008-A	06-27008-00-FP	Cargo swing (1400 kg - 3,080 lb) - Fixed Parts	2.7	6.0
06-27009-A	06-27009-00-CI	Capabilities for extended cargo swing	1.3	2.9
<b>Avionics</b>				
08-18035-A	08-18035-00-CI	Headset - David Clark H10-13H <i>High level / High impedance headset.</i>	0.5	1.1

### 4.3.2 Multirole Operations Further Available Equipment

Document reference	Commercial reference	Description	kg	lb
<b>General Equipment</b>				
05-01022-A	05-01022-00-CI	Kit to increase Internal Gross Weight to 2370 kg (5,225 lb), including the Dual hydraulic circuit	11.0	24.3
05-02067-A	05-02067-00-CI	Enhanced exterior painting <i>Paint schemes with up to 3 colors. The paint scheme must be approved at the latest 6 months before the delivery of the helicopter.</i>	4.0	8.8
05-02073-A	05-02073-00-CI	Engine exhaust area black thermal painting <i>Recommended for aerial work mission. The paint scheme must be approved at the latest 6 months before the delivery of the helicopter.</i>	1.0	2.2
05-11006-A	05-11006-00-CI-STC	BLR FastFin <sup>®</sup> system <i>Tail boom modification improving wind azimuth tolerance and additional useful load in hover flight. Includes a thermal protection. This STC is FAA and EASA certified. Prices and leadtimes for national certifications are available on request.</i>	On request	
05-21003-A	05-21003-00-CI	Cable cutter system <i>Structural reinforcements are included in standard aircraft.</i>	7.0	15.4
05-23003-A	05-23003-00-CI	Engine flushing device without removal of cowlings	0.8	1.8
05-24004-B	05-24004-01-CI	Tail rotor arch	1.4	3.1
05-24029-A	05-24029-00-CI	High visibility paint scheme on main rotor blades (Intrados)	0.1	0.2
05-25025-B	05-25025-01-CI	Enhanced Engine Air Particle Separator <i>The sand filter is mandatory for flights in falling snow conditions.</i>	7.6	16.8
05-29000-A	05-29000-00-CI	Enhanced thermal protection on rear transmission for engine MTOP extension to 30 minutes <i>Mandatory for Engine MTOP duration extension to 30 minutes</i>	5.5	12.1
05-32001-A	05-32001-00-CI	Pilot's windshield wiper	2.6	5.7
05-32003-A	05-32003-00-CI	Copilot's windshield wiper	2.6	5.7
05-61007-A	05-61007-01-CI	2nd battery kit <i>Recommended for start-up in cold weather.</i>	16.7	36.8
05-61025-A	05-61025-00-CI	Independent battery for the back-up gyro-horizon Thales H321EHM (included in Baseline) <i>May be a mandatory equipment, required by local airworthiness authorities or operational regulation</i>	2.3	5.1
<b>Specific Mission Equipment</b>				
06-11033-A	06-11033-00-CI	Short protective skid shoes <i>Recommended for training missions.</i>	2.5	5.5
	06-21008-01-RP	Electrical hoist Breeze (204 kg - 450 lb, 50 m - 164 ft cable) - Removable Parts	51.9	114.4
06-21018-A	06-21018-00-CI	Support for electrical hoist Breeze	5.4	11.9
06-26004-B	06-26004-01-RP	RH side electric and de-iced external mirror - Removable Parts	2.3	5.1
06-27008-A	06-27008-00-RP	Cargo swing (1400 kg - 3,080 lb) - Removable Parts <i>With Onboard Systems TALON hook.</i>	13.8	30.4
06-27046-B	06-27046-02-CI	Enlarged cockpit floor window (right side) compatible with R/H sliding door <i>Not compatible with seats armour-plating.</i>	2.7	6.0
06-42005-A	06-42005-00-CI	LH landing light (swivelling in elevation and azimuth) <i>May be a mandatory equipment, required by local airworthiness authorities or operational regulations.</i>	2.5	5.5
06-61002-A	06-61002-00-FP	Emergency floatation gear - Fixed Parts <i>May be a mandatory equipment, required by local airworthiness authorities or operational regulations.</i>	5.4	11.9
	06-61002-00-RP	Emergency floatation gear - Removable Parts <i>May be a mandatory equipment, required by local airworthiness authorities or operational regulations.</i>	64.1	141.3

## Multirole Operations Further Available Equipment (continued)

Document reference	Commercial reference	Description	kg	lb
Interior Layout				
07-24003-B	07-24003-00-FP	Left side two-place front bench seat (pilot on right side) - Fixed Parts	1.1	2.4
	07-24003-00-RP	Left side two-place front bench seat (pilot on right side) - Removable Parts <i>The front bench-seat replaces the copilot's standard seat. When this option is selected, the pilot document holder included in the Baseline Aircraft definition needs to be removed.</i>	3.7	8.2
07-50005-B	07-50005-01-CI	Right rear sliding door <i>Replaces the standard RH large front door with improved side-visibility window and small rear door.</i>	3.7	8.2
07-71004-A	07-71004-00-FP	Lower casualty-carrying installation with stretcher adapted to the mountain rescue - Fixed Parts	On request	
	07-71004-00-RP	Lower casualty-carrying installation with stretcher adapted to the mountain rescue - Removable Parts <i>The weight figure includes the complete removal of one two-place rear bench seat and copilot seat.</i>	On request	
Avionics				
08-83017-A	08-83017-00-CI	VEMD data download kit <i>Two software and connection cable. Allows compliance to EASA-OPS Part-CAT (EU Reg. n°965/2012) AMC2 CAT.POL.H.305(b) §(c): UMS required for "operations without an assured safe forced landing capability". Requires absolute time data from serviceable GPS.</i>	0.0	0.0
08-91004-A	08-91004-00-CI	Hourmeter	0.2	0.4

## 4.4 Training

The H125 is designed to handle any mission.

In addition to the wide range of multi-role missions, the H125 can also be dedicated to perform both initial and recurrent pilot training thanks to its flight qualities, manoeuvrability, high visibility and also its high availability and low operation cost.

The H125 is simple to fly and easy to maintain: it is the perfect tool to help instructors perform training missions in optimal safety conditions.



The pilot and co-pilot stations have exactly the same controls, enabling the instructor to take the control of the helicopter whenever necessary.

### Weight

	kg	lb
■ Empty weight, Multirole Operations configuration (including engine oil and unusable fuel)	1,282	2,826
■ Useful load	968	2,134
■ Maximum all-up weight	2,250	4,960
■ Maximum cargo-swing load	1,400	3,086
■ Maximum all-up weight in external load configuration	2,800	6,172

Notes: Empty weight accuracy within  $\pm 2\%$

Including the Crash resistant fuel system, 2 headsets (and other options mentioned in §4.4.1)

### 4.4.1 Training Configuration

Document reference	Commercial reference	Description	kg	lb
<b>Basic Aircraft Components</b>				
00-10004-D	00-10004-09-CI	H125 Baseline Aircraft (125 B3 19.100.01 E) <i>including:</i> - Integrated Flight Display - Vehicle and Engine Management Display (VEMD) - Caution Warning Panel - External side slip indicator - Stop watch - Magnetic Compass - Cockpit camera - Back-up instruments (Gyro-horizon, Airspeed, Altimeter, NR indicator)	1,257.1	2,771.4
<b>Avionics</b>				
08-00014-J	08-00014-12-CI	VFR day and night package with Integrated Flight Display Garmin G500H, included in baseline definition <i>Emergency locator transmitter - Kannad INTEGRA AP-H</i> <i>2 Frequencies: 121.5 MHz (VHF), 406 MHz (COSPAS-SARSAT).</i> <i>The Programming Data Sheet must be filled and communicated by the customer two months at the latest before the helicopter's delivery.</i> VHF/VOR/LOC/GS - Garmin GNC 255A Intercom system (ICS) - Garmin GMA 350H <i>Includes the passenger interphone function.</i> <i>ICS compatible with High level / High impedance headsets.</i> Transponder (mode S) - Garmin GTX 335R - ADS-B out <i>The mode S identification must be communicated by the customer two months at the latest before the delivery.</i> VHF/VOR/LOC/GS/GPS - Garmin GTN 650H <i>This equipment is delivered with the original NORTH ATLANTIC map. For any other region, specify it in the contract</i> Avionic display system Garmin G500H <i>Including:</i> - Display – PFD RH Unit - Air Data, Attitude and Heading Reference System unit (ADAHRS) - Magnetometer unit - Outside Air Temperature probe <i>This equipment is delivered with the original NORTH ATLANTIC map. For any other region, specify it in the contract</i>	0.0	0.0
<b>General Equipment</b>				
05-03002-A	05-03002-00-CI	First aid kit <i>Its content is the buyer's responsibility as it may have to be adapted according to geographical region or applicable regulations.</i>	1.0	2.2
05-24004-B	05-24004-01-CI	Tail rotor arch	1.4	3.1
05-25029-A	05-25029-00-CI	Heavy duty blade pins <i>Recommended for operations in sandy and abrasive conditions.</i>	0.0	0.0
05-37010-B	05-37010-01-CI	Dual controls	3.4	7.5
05-81050-B	05-81050-01-CI	Crash resistant fuel system <i>Recommended by Airbus. Compliant with 27.952 except for operations with underbelly installation.</i>	15.6	34.4
<b>Specific Mission Equipment</b>				
06-11033-A	06-11033-00-CI	Short protective skid shoes <i>Recommended for training missions.</i>	2.5	5.5
<b>Avionics</b>				
08-18035-A	08-18035-00-CI	Headset - David Clark H10-13H <i>High level / High impedance headset.</i>	0.5	1.1



## 4.4.2 Training Further Available Equipment

Document reference	Commercial reference	Description	kg	lb
<b>General Equipment</b>				
05-21003-A	05-21003-00-CI	Cable cutter system <i>Structural reinforcements are included in standard aircraft.</i>	7.0	15.4
05-24003-B	05-24003-00-CI	High visibility paint scheme on main rotor blades (white, red or yellow strips) (extrados) <i>One painting scheme (concentric circles) and three colors (white, red or yellow) available.</i>	0.1	0.2
05-24029-A	05-24029-00-CI	High visibility paint scheme on main rotor blades (Intrados)	0.1	0.2
05-29000-A	05-29000-00-CI	Enhanced thermal protection on rear transmission for engine MTOP extension to 30 minutes <i>Mandatory for Engine MTOP duration extension to 30 minutes</i>	5.5	12.1
05-32001-A	05-32001-00-CI	Pilot's windshield wiper	2.6	5.7
05-32003-A	05-32003-00-CI	Copilot's windshield wiper	2.6	5.7
05-61025-A	05-61025-00-CI	Independent battery for the back-up gyro-horizon Thales H321EHM (included in Baseline) <i>May be a mandatory equipment, required by local airworthiness authorities or operational regulation</i>	2.3	5.1
05-93001-A	05-93001-00-CI	Mooring kit (ground or ships) <i>Recommended for transport by land, air and sea (when not in a container).</i>	0.8	1.8
<b>Specific Mission Equipment</b>				
06-42005-A	06-42005-00-CI	LH landing light (swivelling in elevation and azimuth) <i>May be a mandatory equipment, required by local airworthiness authorities or operational regulations.</i>	2.5	5.5
<b>Avionics</b>				
08-21034-A	08-21034-01-CI	Radio altimeter Thales AHV16, remote controlled <i>Displayed on glass-cockpit Garmin G500H. May be a mandatory equipment, required by local airworthiness authorities or operational regulation</i>	3.5	7.6
08-83017-A	08-83017-00-CI	VEMD data download kit <i>Two software and connection cable. Allows compliance to EASA-OPS Part-CAT (EU Reg. n°965/2012) AMC2 CAT.POL.H.305(b) §(c): UMS required for "operations without an assured safe forced landing capability". Requires absolute time data from serviceable GPS.</i>	0.0	0.0
08-91004-A	08-91004-00-CI	Hourmeter	0.2	0.4



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## 4.5 Private & Business Aviation

The H125 provides passengers with the highest level of comfort and elegance in its roomy, air-conditioned, redesigned cabin, and offers a low vibration level. With its easy cabin access through two large sliding doors, forward-facing seats and large baggage compartments, the H125 is the ultimate single engine helicopter for the most demanding business aviation customers all over the world.

The additional ACH Line layout offers a high level of finishing to the interior of the helicopter and is available in 6 different colors.

The cabin layout offers transportation ability for one pilot and one passenger at the front and for 3 passengers at the rear. A transformation kit allows the installation of 4 rear passengers.



(in 3 rear pax configuration)



(in 4 rear pax configuration)

### Weight

	kg	lb
■ Empty weight, corporate configuration (including engine oil and unusable fuel)	1,403	3,093
■ Useful load	847	1,867
■ Maximum all-up weight	2,250	4,960

Notes: Empty weight accuracy within  $\pm 2\%$

Including the Crash resistant fuel system, 5 headsets (and other options mentioned in §4.5.1)

### 4.5.1 Private & Business Aviation Configuration

Document reference	Commercial reference	Description	kg	lb
<b>Basic Aircraft Components</b>				
00-10004-D	00-10004-09-CI	H125 Baseline Aircraft (125 B3 19.100.01 E) including: - Integrated Flight Display - Vehicle and Engine Management Display (VEMD) - Caution Warning Panel - External side slip indicator - Stop watch - Magnetic Compass - Cockpit camera - Back-up instruments (Gyro-horizon, Airspeed, Altimeter, NR indicator)	1,257.1	2,771.4
<b>Avionics</b>				
08-00014-J	08-00014-12-CI	VFR day and night package with Integrated Flight Display Garmin G500H, included in baseline definition Emergency locator transmitter - Kannad INTEGRA AP-H 2 Frequencies: 121.5 MHz (VHF), 406 MHz (COSPAS-SARSAT). The Programming Data Sheet must be filled and communicated by the customer two months at the latest before the helicopter's delivery. VHF/VOR/LOC/GS - Garmin GNC 255A Intercom system (ICS) - Garmin GMA 350H Includes the passenger interphone function. ICS compatible with High level / High impedance headsets. Transponder (mode S) - Garmin GTX 335R - ADS-B out The mode S identification must be communicated by the customer two months at the latest before the delivery. VHF/VOR/LOC/GS/GPS - Garmin GTN 650H This equipment is delivered with the original NORTH ATLANTIC map. For any other region, specify it in the contract Avionic display system Garmin G500H Including: - Display – PFD RH Unit - Air Data, Attitude and Heading Reference System unit (ADAHRS) - Magnetometer unit - Outside Air Temperature probe This equipment is delivered with the original NORTH ATLANTIC map. For any other region, specify it in the contract	0.0	0.0
<b>General Equipment</b>				
05-03002-A	05-03002-00-CI	First aid kit Its content is the buyer's responsibility as it may have to be adapted according to geographical region or applicable regulations.	1.0	2.2
05-25029-A	05-25029-00-CI	Heavy duty blade pins Recommended for operations in sandy and abrasive conditions.	0.0	0.0
05-31003-A	05-31003-00-CI	Tinted window for standard and optional door configuration	0.1	0.2
05-42005-A	05-42005-00-CI	Air conditioning system	61.8	136.2
05-81050-B	05-81050-01-CI	Crash resistant fuel system Recommended by Airbus. Compliant with 27.952 except for operations with underbelly installation.	15.6	34.4
<b>Interior Layout</b>				
07-00024-A	07-00024-00-CI	ACH Line® Layout The ACH Line layout is available in 6 color schemes: Silk, Flame, Terra, Cobalt, Titanium, Shadow. Delivered with a kit to transform the rear seating into a 4 pax (without armrest).	64.0	141.1
<b>Avionics</b>				
08-18037-A	08-18037-00-CI	ICS installation compatible with Bose headset Includes ICS stereo jacks : in addition to the standard jacks for pilot and copilot and in replacement of the standard jacks for passengers. Provides electrical supply for the use of Bose headset without battery pack.	1.0	2.2
08-18043-B	08-18043-01-CI	Bose headset High level / High impedance headset.	0.5	1.1

## 4.5.2 Private & Business Aviation Further Available Equipment

Document reference	Commercial reference	Description	kg	lb
<b>General Equipment</b>				
05-02067-A	05-02067-03-CI	Exterior painting modifications <i>Modification of design (specific paint colors and/or paint scheme), consideration of color gradient, painted logo. The paint scheme must be approved at the latest 6 months before the delivery of the helicopter.</i>	1.0	2.2
05-02075-A	05-02075-00-CI	ACH Line® exterior painting <i>The ACH Line external paint scheme is proposed in accordance to the cabin ACH Line layout harmony. The paint scheme must be approved at the latest 6 months before the delivery of the helicopter.</i>	4.0	8.8
05-23003-A	05-23003-00-CI	Engine flushing device without removal of cowlings	0.8	1.8
05-61025-A	05-61025-00-CI	Independent battery for the back-up gyro-horizon Thales H321EHM (included in Baseline) <i>May be a mandatory equipment, required by local airworthiness authorities or operational regulation</i>	2.3	5.1
<b>Specific Mission Equipment</b>				
06-42005-A	06-42005-00-CI	LH landing light (swivelling in elevation and azimuth) <i>May be a mandatory equipment, required by local airworthiness authorities or operational regulations.</i>	2.5	5.5
06-61002-A	06-61002-00-FP	Emergency floatation gear - Fixed Parts <i>May be a mandatory equipment, required by local airworthiness authorities or operational regulations.</i>	5.4	11.9
	06-61002-00-RP	Emergency floatation gear - Removable Parts <i>May be a mandatory equipment, required by local airworthiness authorities or operational regulations.</i>	64.1	141.3
<b>Avionics</b>				
08-21034-A	08-21034-01-CI	Radio altimeter Thales AHV16, remote controlled <i>Displayed on glass-cockpit Garmin G500H. May be a mandatory equipment, required by local airworthiness authorities or operational regulation</i>	3.5	7.6
08-83017-A	08-83017-00-CI	VEMD data download kit <i>Two software and connection cable. Allows compliance to EASA-OPS Part-CAT (EU Reg. n°965/2012) AMC2 CAT.POL.H.305(b) §(c): UMS required for "operations without an assured safe forced landing capability". Requires absolute time data from serviceable GPS.</i>	0.0	0.0
08-91004-A	08-91004-00-CI	Hourmeter	0.2	0.4

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## 5 Equipment Information

### 5.1 List of Optional Equipment

This chapter includes all the optional equipment that can be selected to customize the H125 helicopter. Please note that some constraints may exist between optional equipment. Any configuration established from this list of optional equipment should be made with the assistance of an Airbus sales representative.

Document reference	Commercial reference	Description	kg	lb
<b>General Equipment</b>				
05-01022-A	05-01022-00-CI	Kit to increase Internal Gross Weight to 2370 kg (5,225 lb), including the Dual hydraulic circuit	11.0	24.3
05-01027-D	05-01027-05-CI	Russian Certification Kit	1.2	2.6
05-02067-A	05-02067-00-CI	Enhanced exterior painting <i>Paint schemes with up to 3 colors. The paint scheme must be approved at the latest 6 months before the delivery of the helicopter.</i>	4.0	8.8
05-02067-A	05-02067-01-CI	Complex exterior painting <i>Complex paint schemes with up to 6 colors. The paint scheme must be approved at the latest 6 months before the delivery of the helicopter.</i>	4.0	8.8
05-02067-A	05-02067-02-CI	Customized exterior painting <i>Unlimited number of colors and designs. To be defined with customer (upon request). The paint scheme must be approved at the latest 6 months before the delivery of the helicopter.</i>	On request	
05-02067-A	05-02067-03-CI	Exterior painting modifications <i>Modification of design (specific paint colors and/or paint scheme), consideration of color gradient, painted logo. The paint scheme must be approved at the latest 6 months before the delivery of the helicopter.</i>	1.0	2.2
05-02073-A	05-02073-00-CI	Engine exhaust area black thermal painting <i>Recommended for aerial work mission. The paint scheme must be approved at the latest 6 months before the delivery of the helicopter.</i>	1.0	2.2
05-02075-A	05-02075-00-CI	ACH Line <sup>®</sup> exterior painting <i>The ACH Line external paint scheme is proposed in accordance to the cabin ACH Line layout harmony. The paint scheme must be approved at the latest 6 months before the delivery of the helicopter.</i>	4.0	8.8
05-03002-A	05-03002-00-CI	First aid kit <i>Its content is the buyer's responsibility as it may have to be adapted according to geographical region or applicable regulations.</i>	1.0	2.2
05-11006-A	05-11006-00-CI-STC	BLR FastFin <sup>®</sup> system <i>Tail boom modification improving wind azimuth tolerance and additional useful load in hover flight. Includes a thermal protection. This STC is FAA and EASA certified. Prices and leadtimes for national certifications are available on request.</i>	On request	
05-21003-A	05-21003-00-CI	Cable cutter system <i>Structural reinforcements are included in standard aircraft.</i>	7.0	15.4
05-22011-A	05-22011-00-CI	Quick release magnetic plug on the MGB conical housing, instead of standard electrical magnetic plug	0.0	0.0
05-23003-A	05-23003-00-CI	Engine flushing device without removal of cowlings	0.8	1.8
05-24003-B	05-24003-00-CI	High visibility paint scheme on main rotor blades (white, red or yellow strips) (extrados) <i>One painting scheme (concentric circles) and three colors (white, red or yellow) available.</i>	0.1	0.2
05-24004-B	05-24004-01-CI	Tail rotor arch	1.4	3.1
05-24029-A	05-24029-00-CI	High visibility paint scheme on main rotor blades (Intrados)	0.1	0.2
05-25006-A	05-25006-00-CI	Reinforced sand-erosion protection strip on main rotor blades	0.3	0.7
05-25007-A	05-25007-00-CI	Reinforced sand-erosion protection strip on tail rotor blades	0.1	0.2
05-25025-B	05-25025-01-CI	Enhanced Engine Air Particle Separator <i>The sand filter is mandatory for flights in falling snow conditions.</i>	7.6	16.8

### List of Optional Equipment (continued)

Document reference	Commercial reference	Description	kg	lb
<b>General Equipment</b>				
05-25029-A	05-25029-00-CI	Heavy duty blade pins <i>Recommended for operations in sandy and abrasive conditions.</i>	0.0	0.0
05-26008-A	05-26008-01-CI	Corrosion protection treatment	On request	
05-29000-A	05-29000-00-CI	Enhanced thermal protection on rear transmission for engine MTOP extension to 30 minutes <i>Mandatory for Engine MTOP duration extension to 30 minutes</i>	5.5	12.1
05-31003-A	05-31003-00-CI	Tinted window for standard and optional door configuration	0.1	0.2
05-31004-A	05-31004-01-CI	Bulged window on copilot front door (LH side) <i>Removes the sliding window on copilot front door.</i>	-0.5	-1.1
05-31004-B	05-31004-02-CI	Bulged window on right rear door	0.1	0.2
05-31004-C	05-31004-03-CI	Bulged window on left rear door	0.1	0.2
05-32001-A	05-32001-00-CI	Pilot's windshield wiper	2.6	5.7
05-32003-A	05-32003-00-CI	Copilot's windshield wiper	2.6	5.7
05-37010-B	05-37010-01-CI	Dual controls	3.4	7.5
05-42005-A	05-42005-00-CI	Air conditioning system	61.8	136.2
05-61007-A	05-61007-01-CI	2nd battery kit <i>Recommended for start-up in cold weather.</i>	16.7	36.8
05-61025-A	05-61025-00-CI	Independent battery for the back-up gyro-horizon Thales H321EHM (included in Baseline) <i>May be a mandatory equipment, required by local airworthiness authorities or operational regulation</i>	2.3	5.1
05-63001-A	05-63001-02-CI	Starter-generator Thales Avionics 200A, instead of Skurka 150A in baseline <i>Recommended for frequent engine startings (&gt;3 cycles per flight hour)</i>	On request	
05-63005-A	05-63005-01-CI	Starter-generator Thales Avionics 150A, instead of Skurka 150A in baseline	On request	
05-63011-A	05-63011-00-CI	Starter-generator Skurka 200A, instead of Skurka 150A in baseline <i>Recommended for frequent engine startings (&gt;3 cycles per flight hour)</i>	1.5	3.3
05-67047-A	05-67047-00-CI	28VDC Servicing socket adapter (USB / EN3645 output)	0.0	0.0
05-70001-A	05-70001-01-CI	Hydraulic ground power receptacle	1.5	3.3
05-81048-A	05-81048-00-CI	Conventional fuel tank <i>Conventional fuel tank.</i>	0.0	0.0
05-81050-B	05-81050-01-CI	Crash resistant fuel system <i>Recommended by Airbus. Compliant with 27.952 except for operations with underbelly installation.</i>	15.6	34.4
05-82016-A	05-82016-00-CI	Fuel tank with self-sealing protection	19.0	41.9
05-92001-A	05-92001-00-FP	Folding of main rotor blades - Fixed Parts <i>For rough weather conditions.</i>	1.8	4.0
	05-92001-00-RP	Folding of main rotor blades - Removable Parts <i>The removable parts are delivered as Ground Support Equipment. Tool weight = 32.2 kg - 71 lb.</i>	0.0	0.0
05-93001-A	05-93001-00-CI	Mooring kit (ground or ships) <i>Recommended for transport by land, air and sea (when not in a container).</i>	0.8	1.8
05-93002-A	05-93002-00-CI	Marine gripping system (2 additional attachments)	1.0	2.2



### List of Optional Equipment (continued)

Document reference	Commercial reference	Description	kg	lb
<b>Specific Mission Equipment</b>				
06-11033-A	06-11033-00-CI	Short protective skid shoes <i>Recommended for training missions.</i>	2.5	5.5
06-12014-A	06-12014-01-CI	High skid landing gear with 2 short footsteps <i>Replaces the standard type of landing gear.</i>	-0.9	-2.0
06-21001-A	06-21001-00-FP	Electrical hoist Goodrich (136 kg - 300 lb) - Fixed Parts	2.4	5.3
	06-21001-00-RP	Electrical hoist Goodrich (136 kg - 300 lb) - Removable Parts	38.2	84.2
06-21008-A	06-21008-01-FP	Electrical hoist Breeze (204 kg - 450 lb, 50 m - 164 ft cable) - Fixed Parts	8.0	17.6
	06-21008-01-RP	Electrical hoist Breeze (204 kg - 450 lb, 50 m - 164 ft cable) - Removable Parts	51.9	114.4
06-21017-A	06-21017-00-CI	Support for electrical hoist Goodrich	5.4	11.9
06-21018-A	06-21018-00-CI	Support for electrical hoist Breeze	5.4	11.9
06-24001-A	06-24001-00-CI	Rappelling installation (without rope)	3.1	6.8
06-26003-A	06-26003-00-CI	RH side external mirrors <i>Recommended for swing work.</i>	2.9	6.4
06-26004-B	06-26004-01-FP	RH side electric and de-iced external mirror - Fixed Parts <i>Recommended for swing work.</i>	0.5	1.1
	06-26004-01-RP	RH side electric and de-iced external mirror - Removable Parts	2.3	5.1
06-27008-A	06-27008-00-FP	Cargo swing (1400 kg - 3,080 lb) - Fixed Parts	2.7	6.0
	06-27008-00-RP	Cargo swing (1400 kg - 3,080 lb) - Removable Parts <i>With Onboard Systems TALON hook.</i>	13.8	30.4
06-27009-A	06-27009-00-CI	Capabilities for extended cargo swing	1.3	2.9
06-27046-A	06-27046-00-CI	Enlarged cockpit floor window (right side)	2.9	6.4
06-27046-B	06-27046-02-CI	Enlarged cockpit floor window (right side) compatible with R/H sliding door <i>Not compatible with seats armour-plating.</i>	2.7	6.0
06-31005-A	06-31005-01-CI	Integrated hailers	On request	
06-42005-A	06-42005-00-CI	LH landing light (swivelling in elevation and azimuth) <i>May be a mandatory equipment, required by local airworthiness authorities or operational regulations.</i>	2.5	5.5
06-51046-B	06-51046-01-CI	EOS Turret support - Nose Mounted (compatible with RH swivelling landing light) <i>The EOS turret support can support equipment up to 50 kg (110.2 lbs) and a maximum height of 510 mm (20.1 in).</i>	2.4	5.3
06-51046-B	06-51046-02-CI	EOS Turret support - Nose Mounted <i>The EOS turret support can support equipment up to 50 kg (110.2 lbs) and a maximum height of 510 mm (20.1 in).</i>	2.4	5.3
06-61002-A	06-61002-00-FP	Emergency floatation gear - Fixed Parts <i>May be a mandatory equipment, required by local airworthiness authorities or operational regulations.</i>	5.4	11.9
	06-61002-00-RP	Emergency floatation gear - Removable Parts <i>May be a mandatory equipment, required by local airworthiness authorities or operational regulations.</i>	64.1	141.3
06-81013-A	06-81013-00-CI	Space provisions for belly-tank systems <i>The installation of a mirror is recommended for missions with belly-tank systems.</i>	0.1	0.2



### List of Optional Equipment (continued)

Document reference	Commercial reference	Description	kg	lb
<b>Interior Layout</b>				
07-00008-C	07-00008-02-CI	Comfort layout	36.6	80.7
07-00010-C	07-00010-02-CI	Comfort layout with sound-proofing	46.7	103.0
07-00024-A	07-00024-00-CI	ACH Line <sup>®</sup> Layout <i>The ACH Line layout is available in 6 color schemes: Silk, Flame, Terra, Cobalt, Titanium, Shadow. Delivered with a kit to transform the rear seating into a 4 pax (without armrest).</i>	64.0	141.1
07-24003-B	07-24003-00-FP	Left side two-place front bench seat (pilot on right side) - Fixed Parts	1.1	2.4
	07-24003-00-RP	Left side two-place front bench seat (pilot on right side) - Removable Parts <i>The front bench-seat replaces the copilot's standard seat. When this option is selected, the pilot document holder included in the Baseline Aircraft definition needs to be removed.</i>	3.7	8.2
07-25001-A	07-25001-00-CI	3 places instead of 4 places transformation kit <i>Including mainly 4 arm-rests and a fifth belt attachment.</i>	7.2	15.9
07-40004-A	07-40004-00-CI	Washable floor cover	3.0	6.6
07-50005-B	07-50005-01-CI	Right rear sliding door <i>Replaces the standard RH large front door with improved side-visibility window and small rear door.</i>	3.7	8.2
07-50006-A	07-50006-00-CI	Sliding window, on rear LH sliding door	1.2	2.6
07-50007-A	07-50007-00-CI	Sliding window, on rear RH sliding door	1.2	2.6
07-50045-A	07-50045-00-CI	RH large front door without improved side-visibility window <i>Replaces the standard RH large front door with improved side-visibility window.</i>	-2.9	-6.4
07-71001-A	07-71001-00-FP	Lower casualty carrying installation with stretcher - Fixed Parts <i>The weight figure includes the complete removal of one two-place rear bench seat and copilot seat.</i>	0.3	0.7
	07-71001-00-RP	Lower casualty carrying installation with stretcher - Removable Parts <i>The weight figure includes the complete removal of one two-place rear bench seat and copilot seat.</i>	-4.5	-9.9
07-71004-A	07-71004-00-FP	Lower casualty-carrying installation with stretcher adapted to the mountain rescue - Fixed Parts	On request	
	07-71004-00-RP	Lower casualty-carrying installation with stretcher adapted to the mountain rescue - Removable Parts <i>The weight figure includes the complete removal of one two-place rear bench seat and copilot seat.</i>	On request	

## List of Optional Equipment (continued)

Document reference	Commercial reference	Description	kg	lb
<b>Avionics</b>				
08-10006-A	08-10006-01-CI	HF/SSB - Collins HF9X00	On request	
08-18035-A	08-18035-00-CI	Headset - David Clark H10-13H <i>High level / High impedance headset.</i>	0.5	1.1
08-18037-A	08-18037-00-CI	ICS installation compatible with Bose headset <i>Includes ICS stereo jacks : in addition to the standard jacks for pilot and copilot and in replacement of the standard jacks for passengers. Provides electrical supply for the use of Bose headset without battery pack.</i>	1.0	2.2
08-18043-B	08-18043-01-CI	Bose headset <i>High level / High impedance headset.</i>	0.5	1.1
08-21034-A	08-21034-01-CI	Radio altimeter Thales AHV16, remote controlled <i>Displayed on glass-cockpit Garmin G500H. May be a mandatory equipment, required by local airworthiness authorities or operational regulation</i>	3.5	7.6
08-25003-A	08-25003-00-CI	DME Honeywell KN63 with KDI572 indicator	4.1	9.0
08-83017-A	08-83017-00-CI	VEMD data download kit <i>Two software and connection cable. Allows compliance to EASA-OPS Part-CAT (EU Reg. n°965/2012) AMC2 CAT.POL.H.305(b) §(c): UMS required for "operations without an assured safe forced landing capability". Requires absolute time data from serviceable GPS.</i>	0.0	0.0
08-91004-A	08-91004-00-CI	Hourmeter	0.2	0.4

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## 6 Main Performance

The following performance values and figures refer to an **H125**.

Unless otherwise specified, the values and figures refer to a **clean baseline helicopter**, equipped with a **new engine**, at **Sea Level (SL)**, in **International Standard Atmosphere (ISA)** and **zero wind** condition. Speeds mentioned are True AirSpeed (TAS).

Gross Weight		kg	1,600	1,800	2,000	2,200	2,250	2,370 <sup>2</sup>
		lb	3,530	3,968	4,409	4,850	4,960	5,225
■ Max. speed, VNE	km/h		287	287	287	287	287	287
	kts		155	155	155	155	155	155
■ Fast cruise speed (MCP) & Recommended cruise speed	km/h		265	263	259	253	251	247
	kts		143	142	140	136	136	133
■ Hourly fuel consumption at fast cruise speed & recommended cruise speed	kg/h		174	174	174	174	174	174
	lb/h		383	383	383	383	383	383
■ Rate-of-climb (MCP, TAS= 65 kts)	m/s		12.0	11.6	10.9	10.0	9.7	9.0
	ft/min		2,358	2,284	2,155	1,970	1,910	1,773
■ Hover ceiling IGE 5 ft (MTOP) ● ISA	m		7,010 <sup>1</sup>	6,035	5,105	4,237	4,039	3,551
	ft		23,000 <sup>1</sup>	19,800	16,750	13,900	13,250	11,650
● ISA + 20°C	m		6,370	5,349	4,404	3,505	3,292	2,774
	ft		20,900	17,550	14,450	11,500	10,800	9,100
■ Hover ceiling OGE (MTOP) ● ISA	m		6,477	5,425	4,481	3,597	3,399	2,880
	ft		21,250	17,800	14,700	11,800	11,150	9,450
● ISA + 20°C	m		5,776	4,724	3,749	2,835	2,606	2,088
	ft		18,950	15,500	12,300	9,300	8,550	6,850
■ Service ceiling (MCP, TAS= 65 kts, ROC= 100ft/min 0.5 m/sec) ● ISA	m		7,010 <sup>1</sup>	7,010 <sup>1</sup>	6,309	5,456	5,258	4,785
	ft		23,000 <sup>1</sup>	23,000 <sup>1</sup>	20,700	17,900	17,250	15,700
● ISA+ 20°C	m		7,010 <sup>1</sup>	6,462	5,532	4,633	4,420	3,901
	ft		23,000 <sup>1</sup>	21,200	18,150	15,200	14,500	12,800
■ Range (at fast cruise speed & recommended cruise speed, without reserve) ● Baseline aircraft	km		401	649	644	634	631	N/A
	NM		216	351	348	342	341	N/A
● Maximum internal gross weight increased <sup>2</sup>	km		384	649	644	634	631	622
	NM		207	351	348	342	341	336
■ Endurance (TAS= 55kt 100 km/h, without reserve) ● Baseline aircraft	h:min		3:08	4:57	4:44	4:31	4:28	N/A
	h:min		3:00	4:57	4:44	4:31	4:28	4:20
● Maximum internal gross weight increased <sup>1</sup>	h:min		3:08	4:57	4:44	4:31	4:28	N/A
	h:min		3:00	4:57	4:44	4:31	4:28	4:20

<sup>1</sup> Performance limited by the certified Flight Domain (refer to § Operating Limitations).

<sup>2</sup> Baseline aircraft with the optional equipment "Kit to increase Internal Gross Weight to 2,370 kg (5,225 lb)" with dual hydraulics.

## Effect of external equipment on performance

Effect on Performance	Fast or Recommended cruise speed (MCP)	Range (fast or recommended cruise speed)	Rate of climb (MCP)	Hourly fuel consumption (fast or recommended cruise speed)
High skid landing gear with short footsteps	+ 2 kts / + 4 km/h	+ 1.5%	+ 2.5 %	/

## Operating limitations

The helicopter is cleared to be operated within the following altitude and temperature limitations (according to Flight Manual). For complementary information, refer to Flight Manual:

- Maximum altitude
  - Flight 7,010 m – 23,000 ft (PA)
- Temperature
  - Maximum ISA + 35°C limited to 50°C
  - Minimum - 40°C

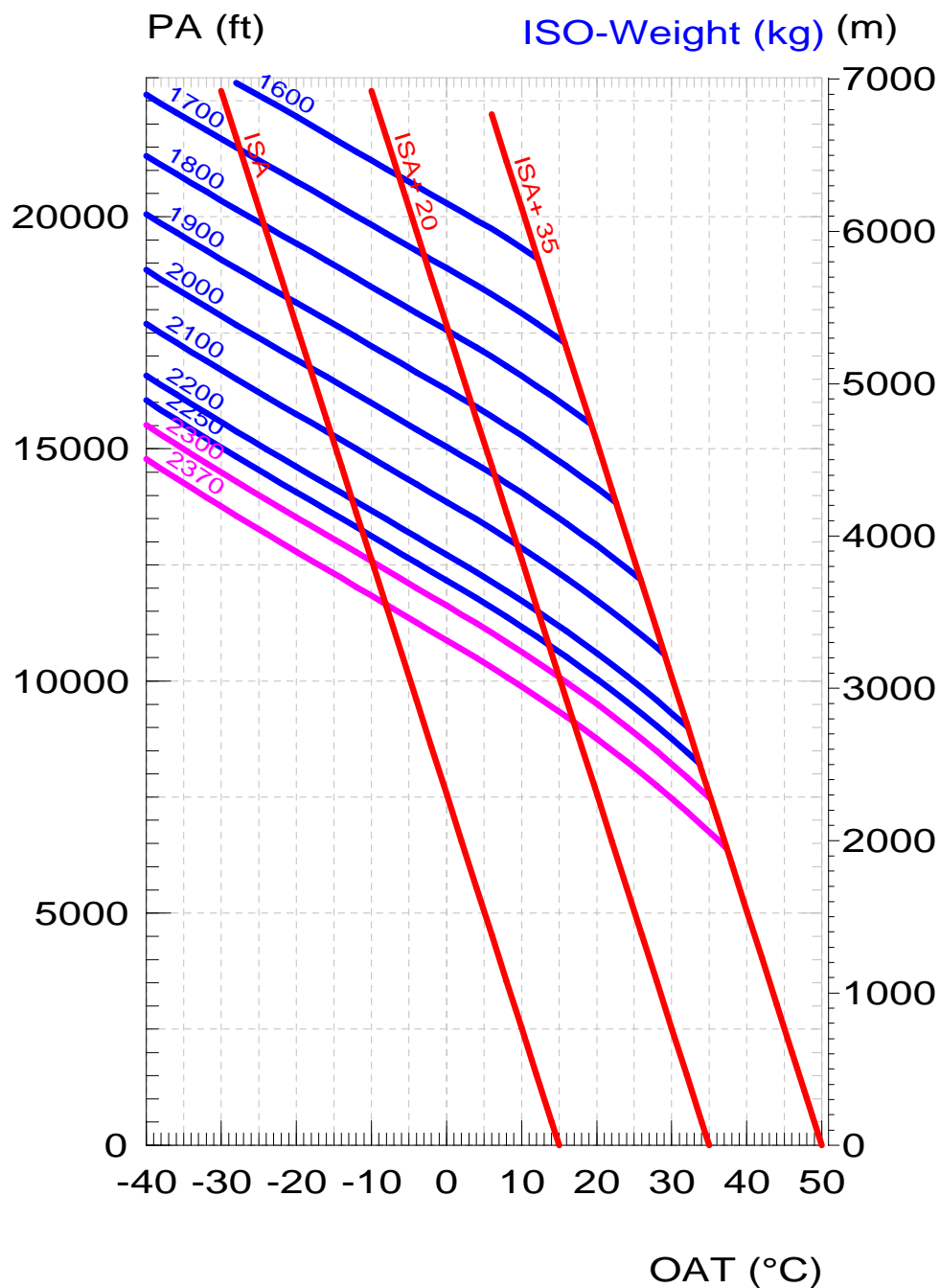
## Performance charts

The performance charts presented hereafter apply to an aircraft as per the baseline definition.

	Page
■ Take-off weight in HIGE, (height 5 ft, MTOP)	46
■ HOGE, (MTOP)	47
■ Fast cruise speed & Recommended cruise speed (MCP, ISA)	48
■ Fast cruise speed & Recommended cruise speed (MCP, ISA + 20°C)	49
■ Fast cruise speed & Recommended cruise speed (MCP, ISA + 35°C)	50
■ Rate of climb in oblique flight (MCP, TAS=65 kts / ISA)	51
■ Rate of climb in oblique flight (MCP, TAS=65 kts, ISA + 20°C)	52
■ Rate of climb in oblique flight (MCP, TAS=65 kts, ISA+ 35°C)	53
■ Hourly fuel consumption at fast cruise speed & Recommended cruise speed (MCP, ISA, ISA + 20°C, ISA + 35°C)	54
■ Payload / Range (ISA, MCP, Fast cruise speed or Recommended cruise speed)	55
■ Payload / Range (ISA + 20°C, MCP, Fast cruise speed or Recommended cruise speed)	57
■ Payload / Range (ISA + 35°C, MCP, Fast cruise speed or Recommended cruise speed)	58

## Take-off weight in hover IGE

MTOP, height 5 ft

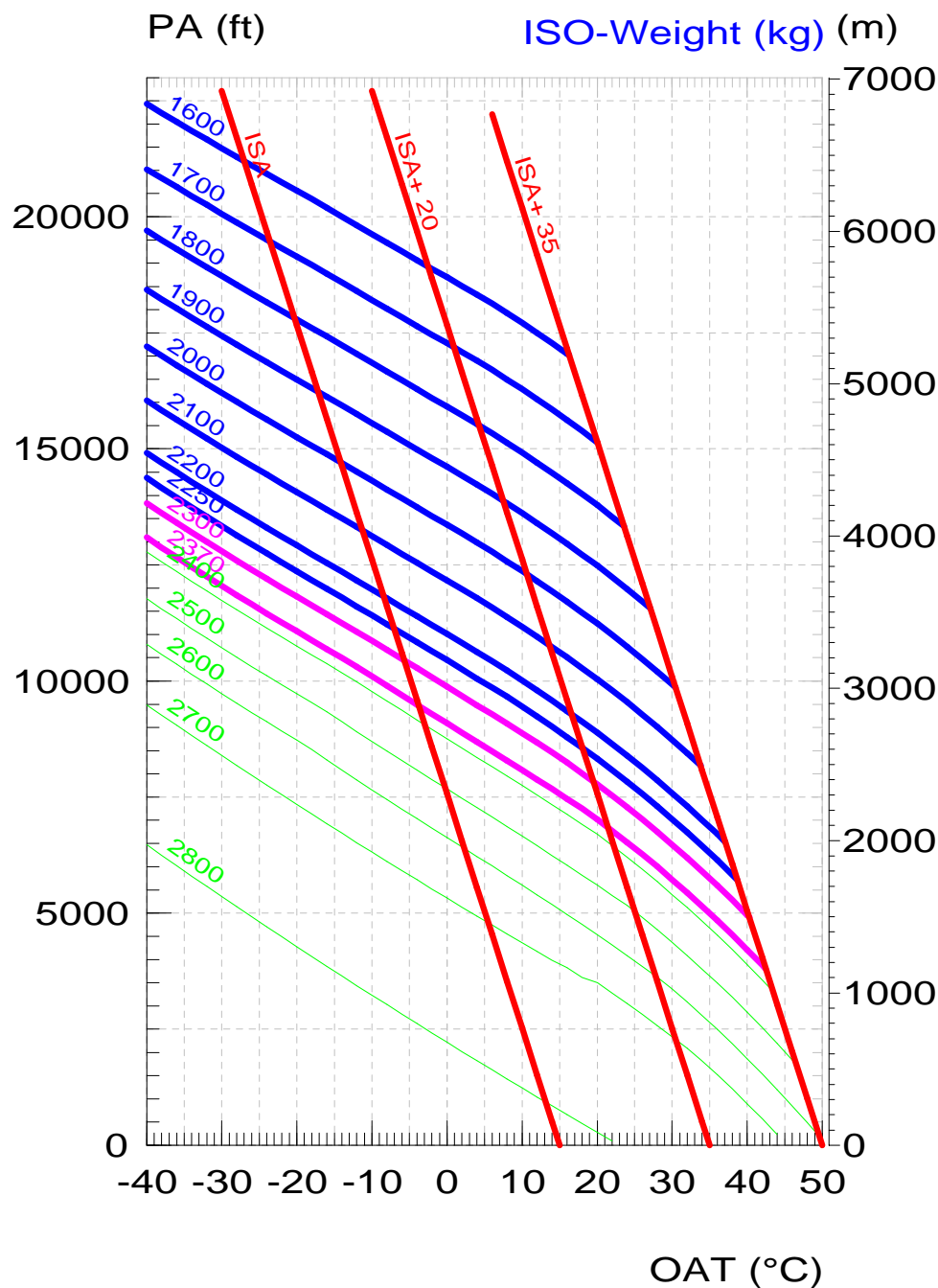


Note: Approved performance, as long as the engine meets the power check criteria, as defined in the Flight Manual.

The ISO curves 2,300 and 2,370 are curves for the helicopter fitted with the "Kit to increase Internal Gross Weight to 2,370 kg (5,225 lb)".

## HOGE

### MTOP



Note: Approved performance, as long as the engine meets the power check criteria, as defined in the Flight Manual.

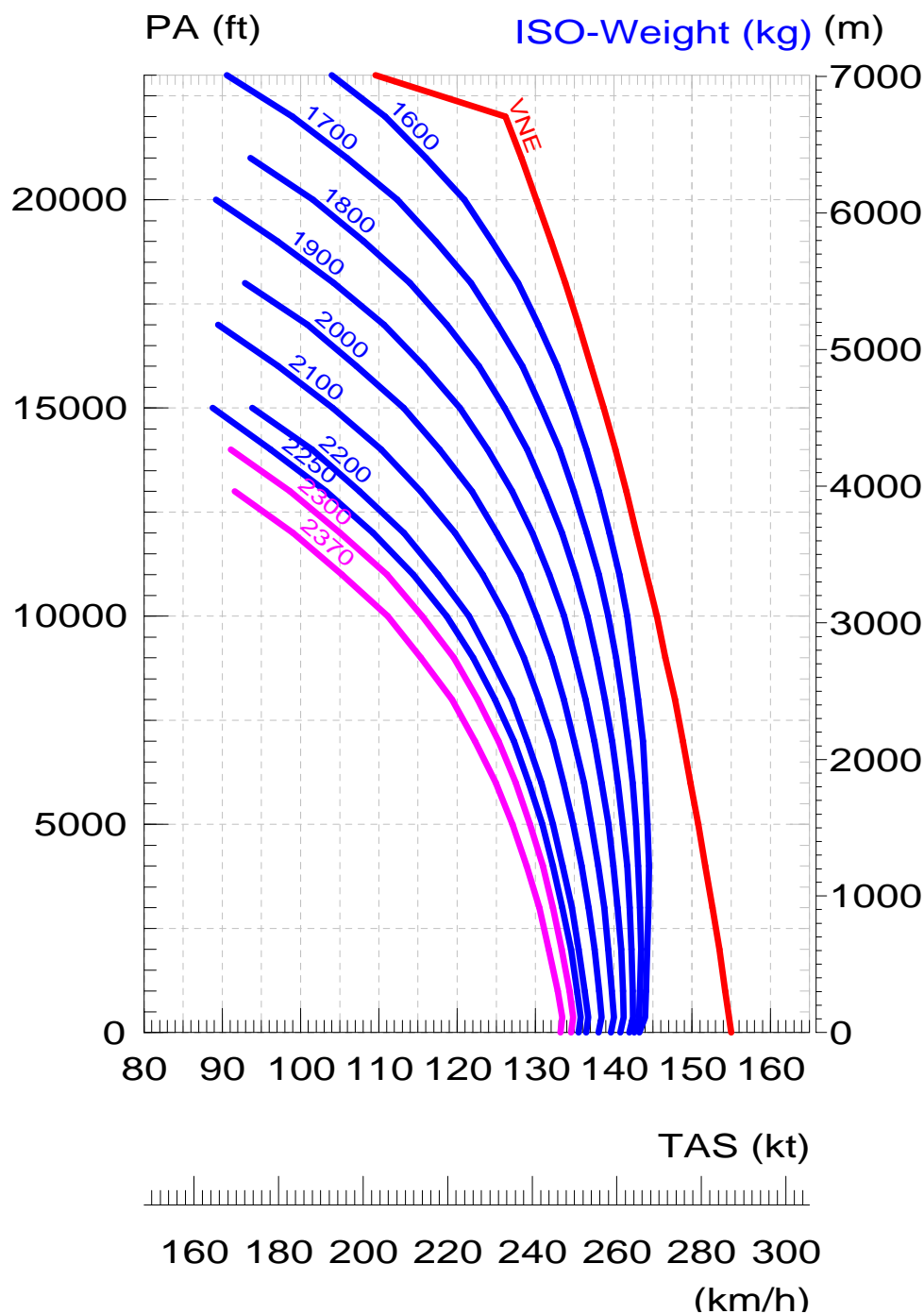
The ISO-weight curves 2,300 and 2,370 are for the helicopter fitted with the "Kit to increase Internal Gross Weight to 2,370 kg (5,225 lb)".

The ISO-weight curves from 2,300 to 2,800 kg are for aircraft with external load.



## Fast cruise speed & recommended cruise speed

MCP, ISA

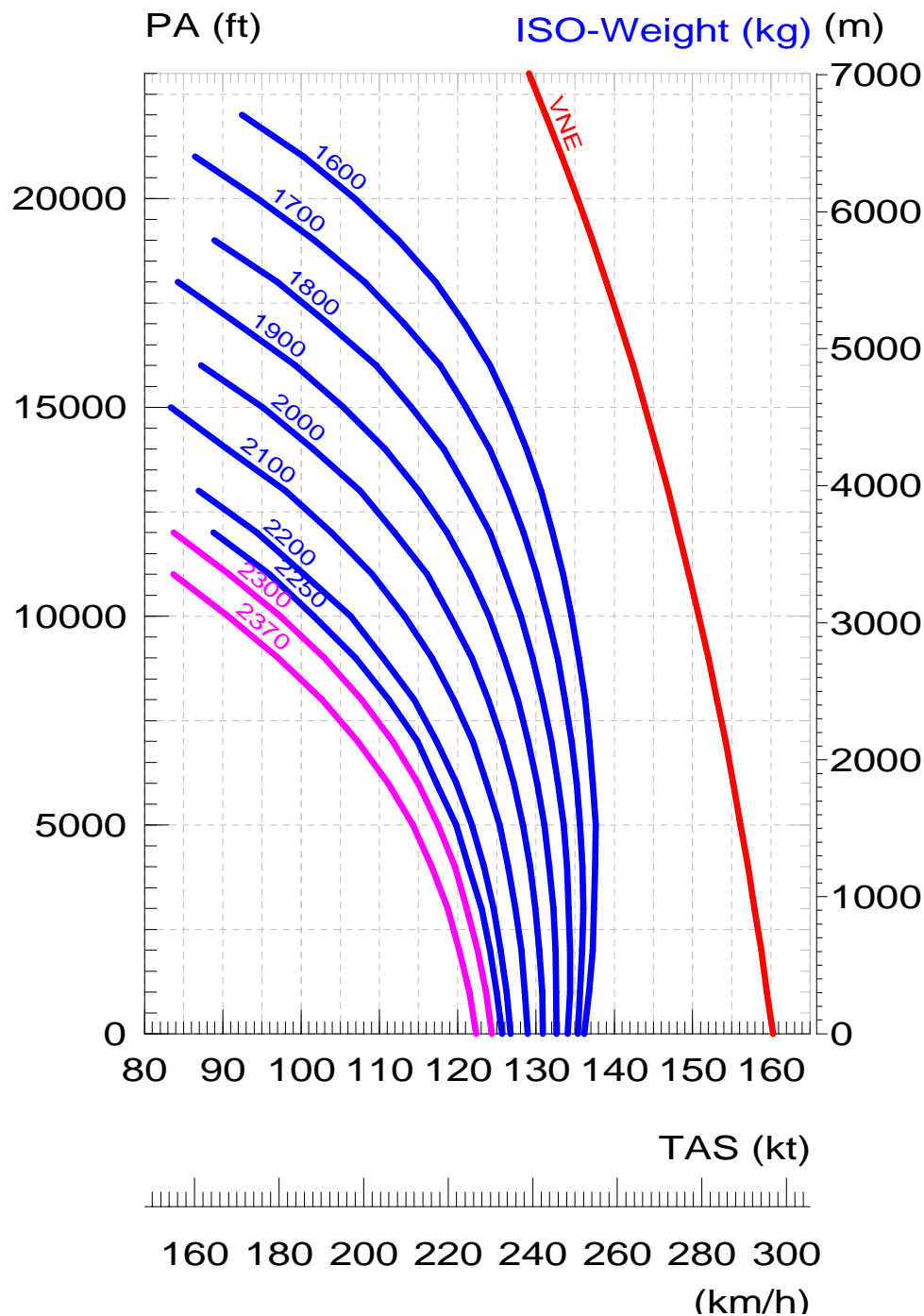


Note: Typical performance with clean baseline aircraft.

The ISO curves 2,300 and 2,370 are curves for the helicopter fitted with the "Kit to increase Internal Gross Weight to 2,370 kg (5,225 lb)".

## Fast cruise speed & recommended cruise speed

MCP, ISA + 20°C

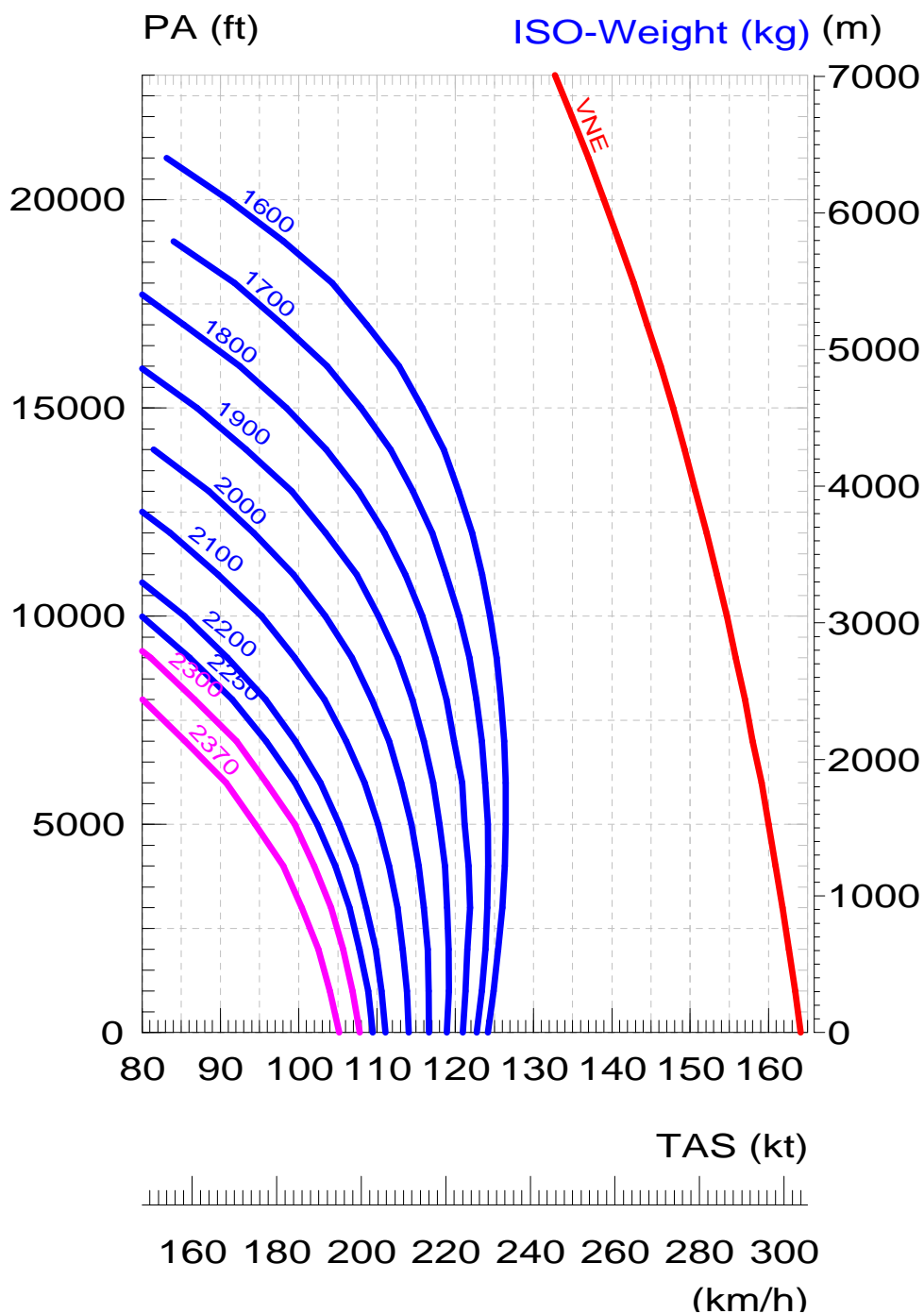


Note: Typical performance with clean baseline aircraft.

The ISO curves 2,300 and 2,370 are curves for the helicopter fitted with the "Kit to increase Internal Gross Weight to 2,370 kg (5,225 lb)".

## Fast cruise speed & recommended cruise speed

MCP, ISA + 35°C

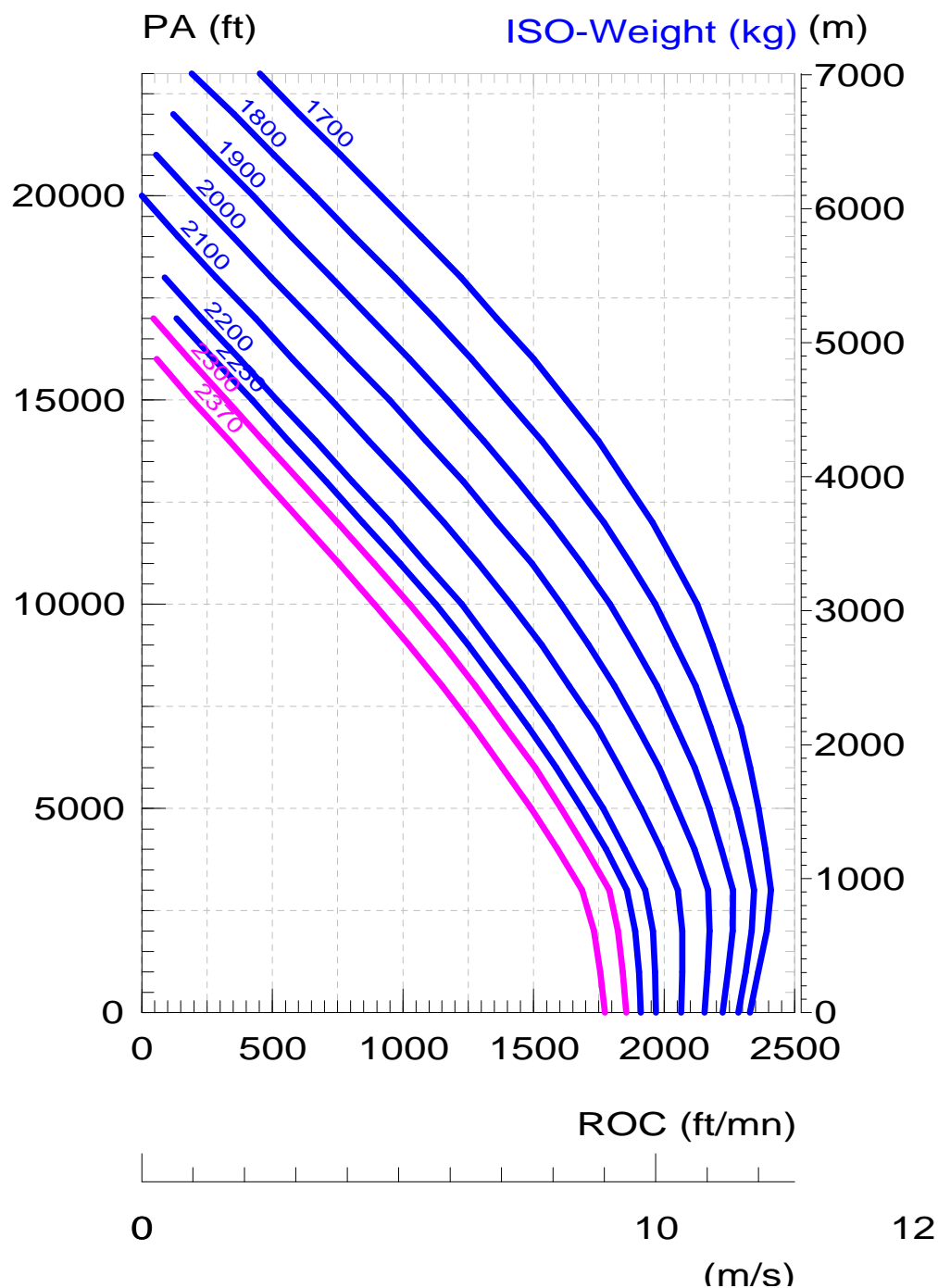


Note: Typical performance with clean baseline aircraft.

The ISO curves 2,300 and 2,370 are curves for the helicopter fitted with the "Kit to increase Internal Gross Weight to 2,370 kg (5,225 lb)".

## Rate of climb in oblique flight

MCP, TAS= 65 kts, ISA

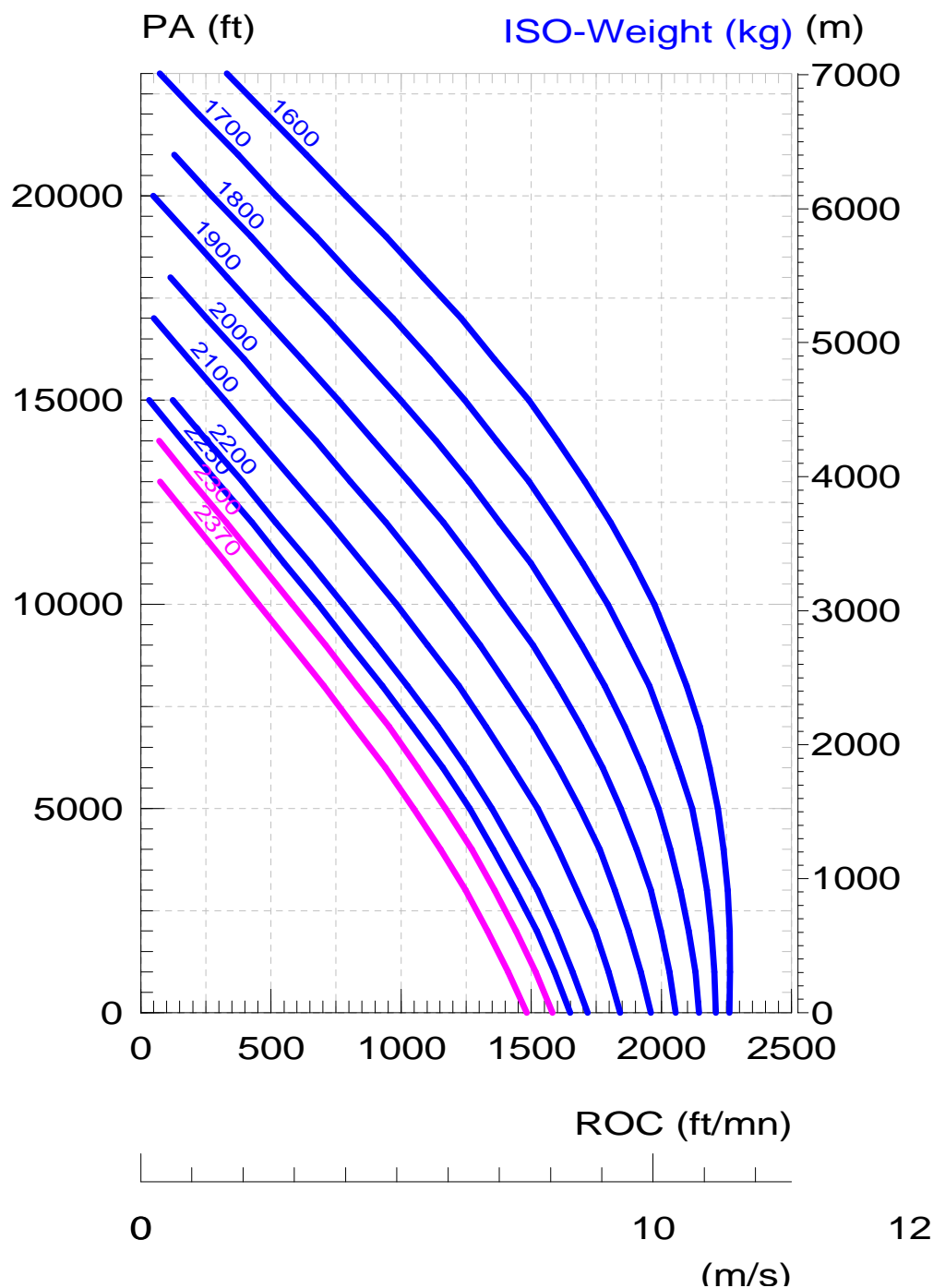


Note: Approved performance, as long as the engine meets the power check criteria, as defined in the Flight Manual for a clean baseline aircraft.

The ISO curves 2,300 and 2,370 are curves for the helicopter fitted with the "Kit to increase Internal Gross Weight to 2,370 kg (5,225 lb)".

## Rate of climb in oblique flight

MCP, TAS= 65 kts, ISA + 20°C

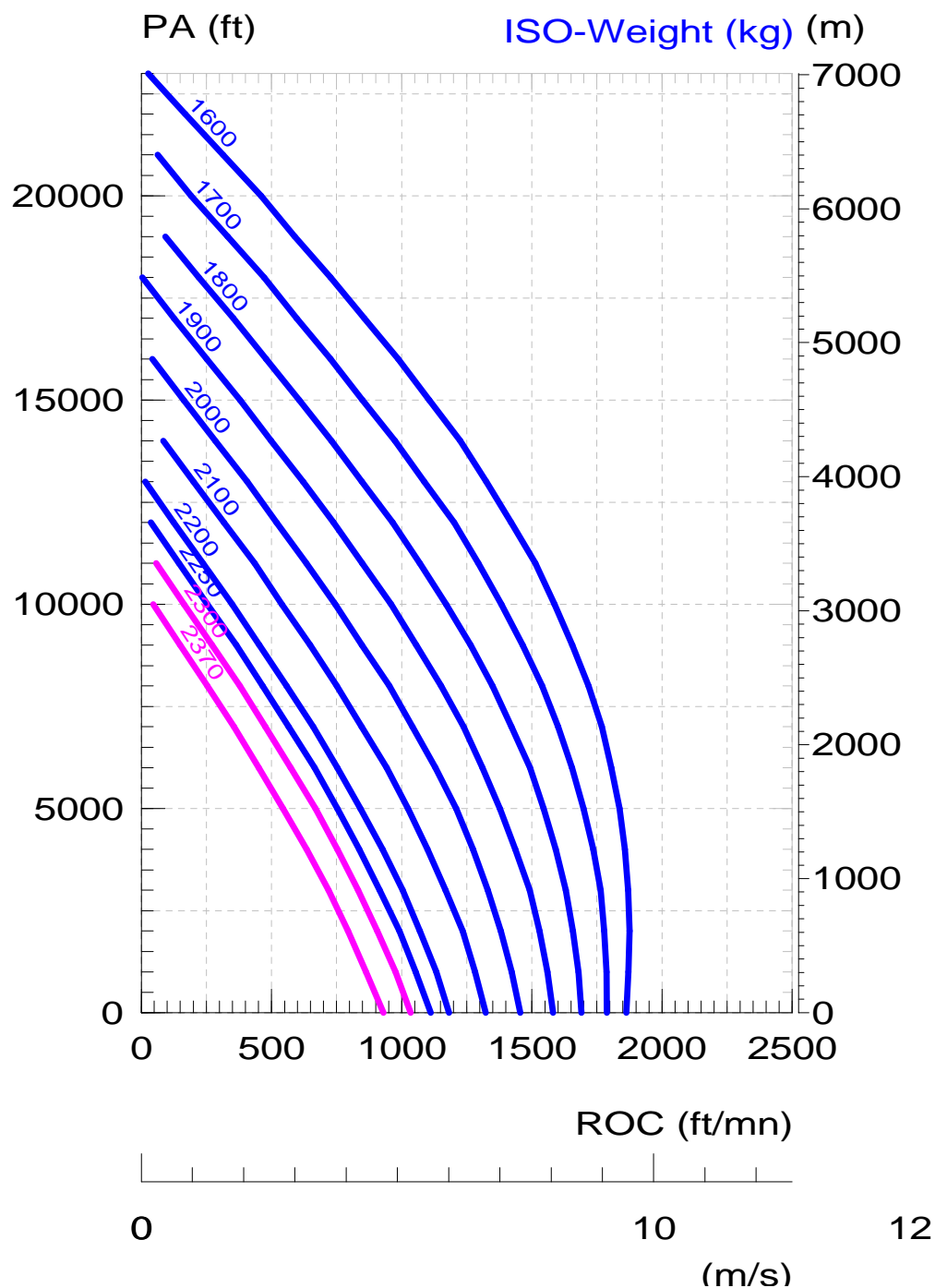


Note: Approved performance, as long as the engine meets the power check criteria, as defined in the Flight Manual for a clean baseline aircraft.

The ISO curves 2,300 and 2,370 are curves for the helicopter fitted with the "Kit to increase Internal Gross Weight to 2,370 kg (5,225 lb)".

## Rate of climb in oblique flight

MCP, TAS= 65 kts, ISA + 35°C



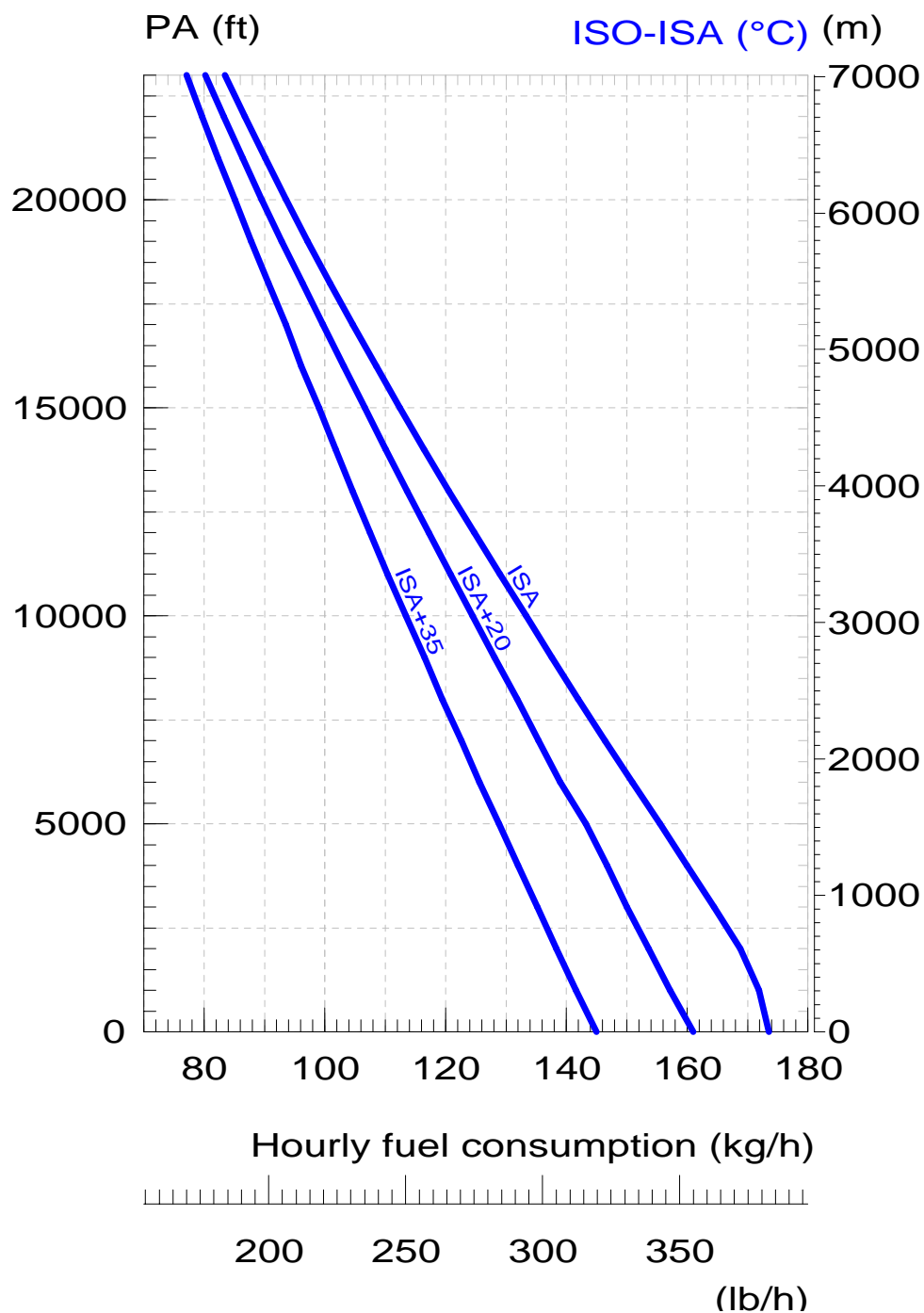
Note: Approved performance, as long as the engine meets the power check criteria, as defined in the Flight Manual for a clean baseline aircraft.

The ISO curves 2,300 and 2,370 are curves for the helicopter fitted with the "Kit to increase Internal Gross Weight to 2,370 kg (5,225 lb)".

## Hourly fuel consumption

MCP, at Fast cruise speed & Recommended cruise speed

ISA, ISA + 20°C, ISA + 35°C



Note: Typical consumption with clean Baseline Aircraft Definition and new engine.

## Payload / range

### Mission Profile

- Take-off at MTOW, HOGE, SL
- Climb from SL to 5,000 ft. at Maximum RoC, MCP, TAS=65kts.
- Cruise: Level flight at Fast cruise speed, MCP, PA=5,000ft.
- Landing, HOGE, SL
- Reserve: 20 min at Level flight at Best endurance speed, TAS=55kts, PA=1,500ft (equivalent to 18 Nm)

Note: Range is computed excluding fuel reserve phase.

### Weight

#### Baseline

	kg	lb
■ Empty weight: (including engine oil, unusable fuel and 1% margin)	1,257	2,771
■ 1 pilot @ 80 kg	80	176
■ Maximum Take-Off Weight	2,250	4,960
■ Useful load	993	2,189
■ Fuel tanks capacity		
● Baseline fuel tanks	426	939

#### Increased internal gross weight

	kg	lb
■ Empty weight: (including engine oil, unusable fuel and 1% margin)	1,268	2,795
■ 1 pilot @ 80 kg	80	176
■ Maximum Take-Off Weight	2,370	5,225
■ Useful load	1,102	2,429
■ Fuel tanks capacity		
● Baseline fuel tanks	426	939

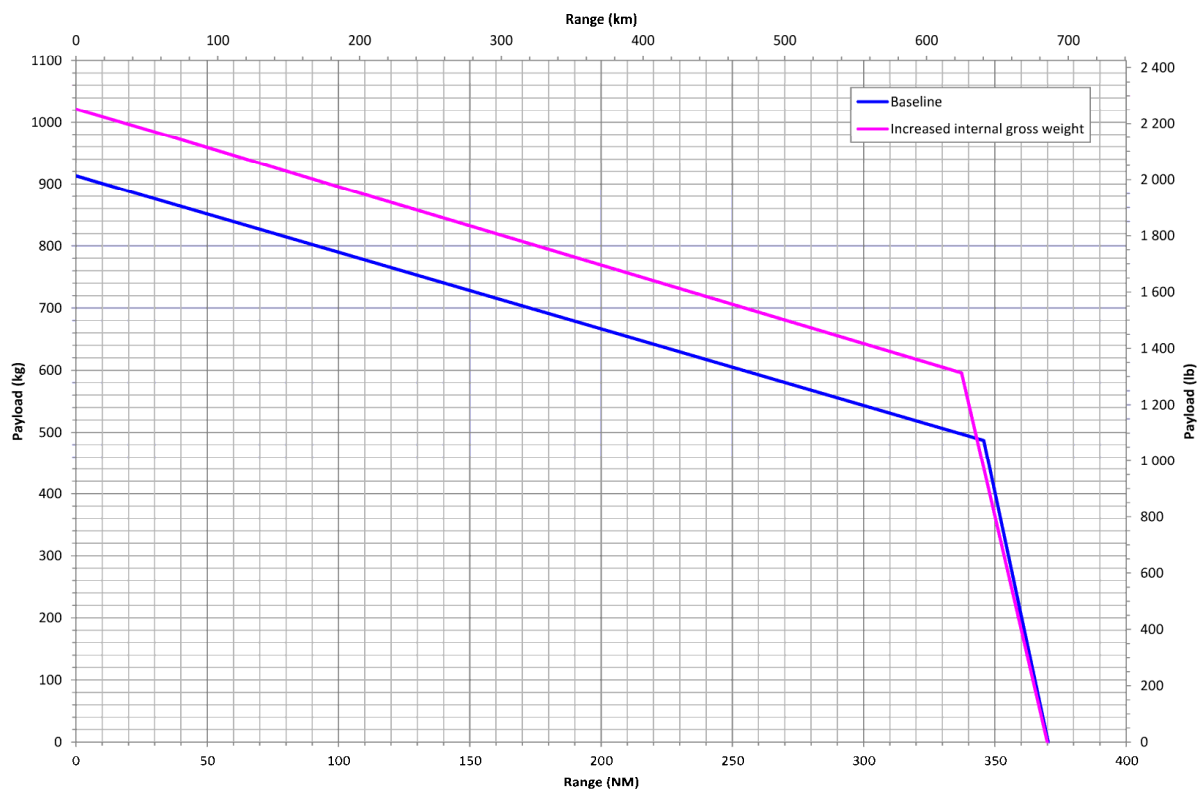


## Payload / range

Refer to Mission profile and weight on previous pages.

ISA

MCP, Fast cruise speed or Recommended cruise speed



### Notes:

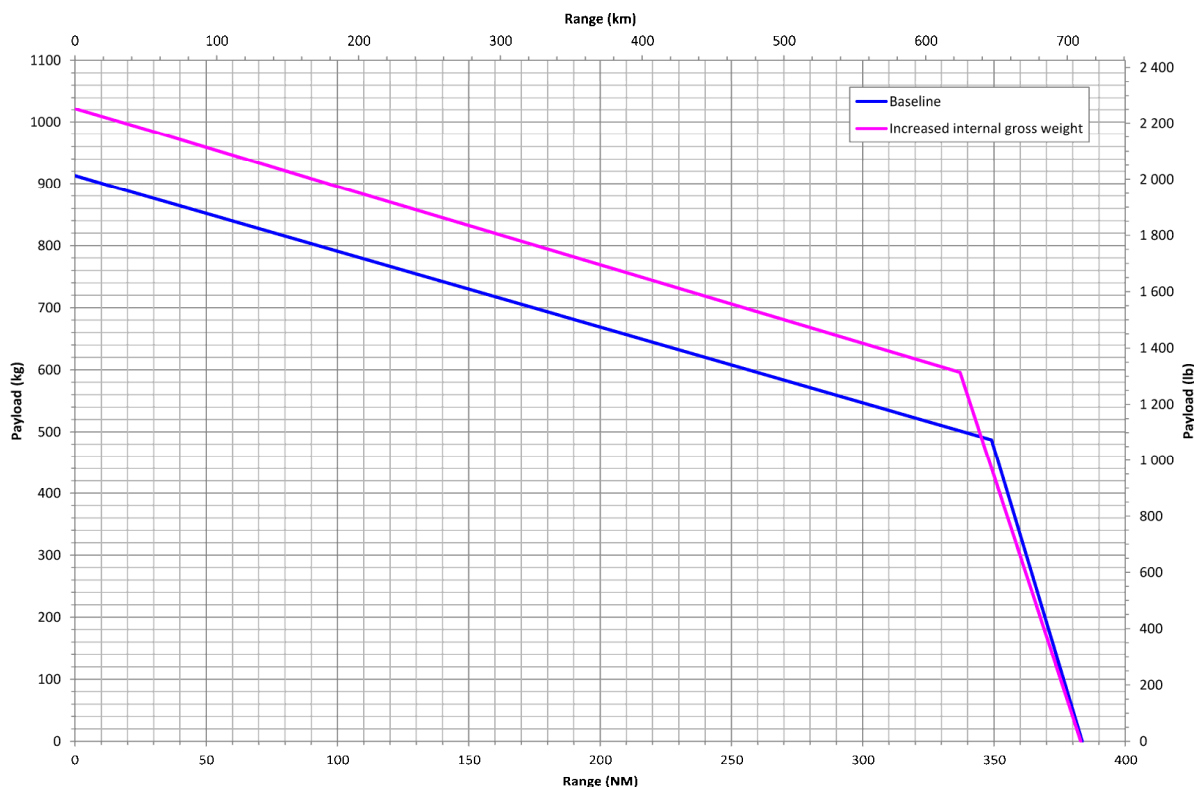
- Typical mission with clean Baseline Aircraft Definition and new engine.
- Empty Weight of the Baseline Aircraft Definition equipped and approved for VFR day and night operations (avionics included in empty weight) with 1 pilot.
- Range is computed excluding fuel reserve phase.

## Payload / range

Refer to Mission profile and weight on previous pages.

ISA + 20°C

MCP, Fast cruise speed or Recommended cruise speed



### Notes:

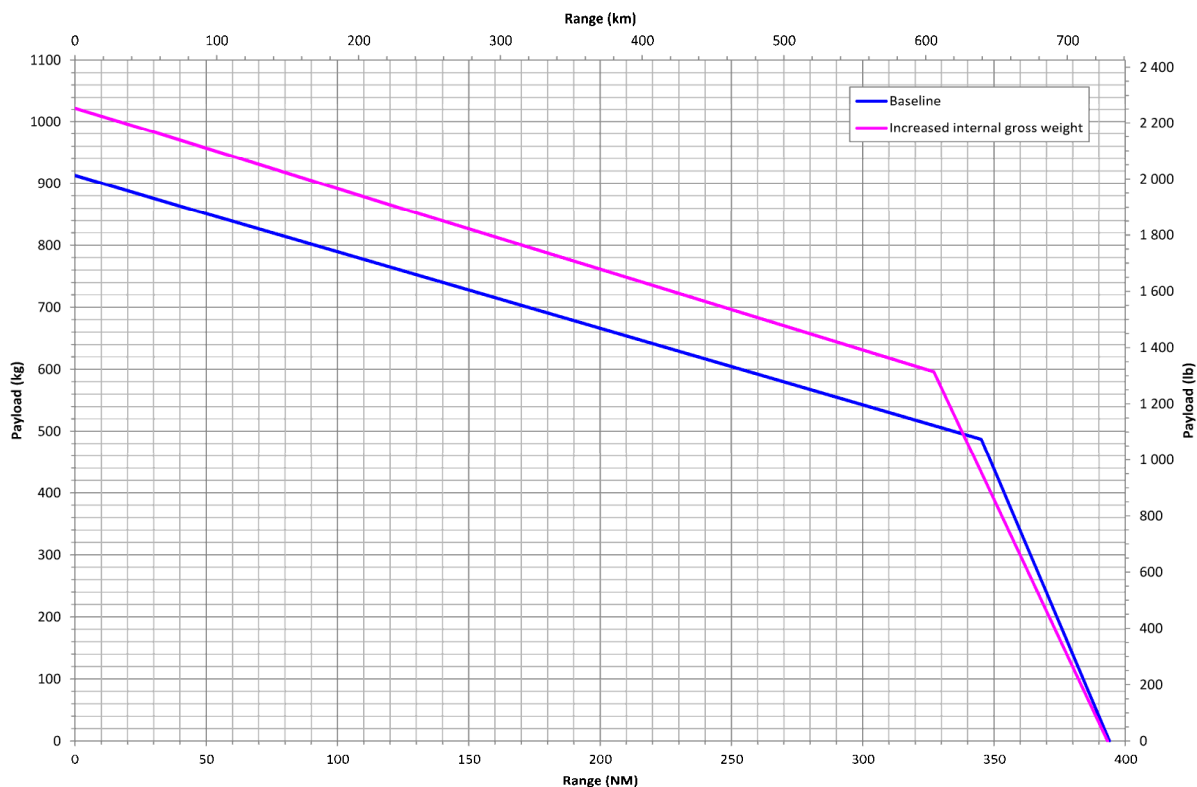
- Typical mission with clean Baseline Aircraft Definition and new engine.
- Empty Weight of the Baseline Aircraft Definition equipped and approved for VFR day and night operations (avionics included in empty weight) with 1 pilot.
- Range is computed excluding fuel reserve phase.

## Payload / range

Refer to Mission profile and weight on previous pages.

ISA + 35°C

MCP, Fast cruise speed or Recommended cruise speed



### Notes:

- Typical mission with clean Baseline Aircraft Definition and new engine.
- Empty Weight of the Baseline Aircraft Definition equipped and approved for VFR day and night operations (avionics included in empty weight) with 1 pilot.
- Range is computed excluding fuel reserve phase.

## 7 Services Information

### 7.1 Proven reliability and Availability Based on Experience

At Airbus, supporting Customer's helicopter operations with the highest level of excellence is our priority. We have developed a strong reputation world-wide for being fully committed to providing Customers with mission-efficient aircraft combining both high aircraft availability rate and cost-effective support and services solutions. This high level of performance has been our main target throughout the years, and therefore Airbus has stressed the importance of sharing operational feed-back with its Customers to better understand their operational needs, and closely follow-up in-service Reliability, Availability and Maintainability/Testability (RAMT). The final target is to reach the most optimized operational cost while ensuring the highest flight safety.

To ensure the most efficient support of these helicopters whatever the location in the world, Airbus offers:

- A worldwide service network of 29 Customers Centers, more than 100 distributors, representatives, training centers, maintenance, repair and overhaul facilities
- 8 logistics hubs, central & regional inventories (France, Germany, UK, Hong Kong, Australia, Mexico, Brazil and the USA.
- 3 Customer Support Centers in Europe, Asia and the USA offering 24/7 customer assistance, 7 days a week, 365 days a year
- A comprehensive service offer HCare: a wide array of services solutions to meet all operators' needs in terms of material management, helicopter maintenance, technical support, training & flight operations and connected services – at Airbus' facilities or at customer's location.

## 7.2 H125 Inspection Programs

The maintenance program specifies the intervals between maintenance operations that are recommended by Airbus, irrespective of whether they are mandatory or not.

The program can:

- either be used as is,
- or be adapted by each operator to suit his own specific organization, provided he complies with the maximum intervals.

For the performance of scheduled and unscheduled maintenance, Airbus has classified the maintenance tasks by the following three maintenance levels:

### Organizational Level (O-Level)

This Organizational Level (O-Level) comprises tasks such as the daily servicing, pre-flight checks, visual inspections for condition, replacement of modular components and simple repairs. This work can be performed by trained helicopter mechanics with standard tools only (no special tools necessary).

### Intermediate Level (I-Level)

This Intermediate Level (I-Level) comprises tasks such as smaller repairs ON / OFF helicopter, periodical inspections and replacement of modular components as well as modifications. This work can be performed by trained and experienced mechanics and may require the usage of special tools and / or test equipment.

### Depot Level (D-Level)

The Depot Level (D-Level) comprises tasks such as repairs OFF helicopter, overhaul of major components and heavy airframe repair. This work can be performed by Original Equipment Manufacturer (OEM), authorized repair centers or Airbus and requires the usage of special overhaul and repair tools, as well as test benches (if required) according to repair manuals or instructions.

The following table provides an overview of all inspections. Scheduled inspections with shorter time intervals are included in those with longer time intervals.

Scheduled airframe inspections	Maintenance level	Estimated mean man hours
P inspection (10 flight hrs or 7 days periodicity tasks)	O – Level	Pilot's task
S Inspection (150 FH or 1Year)	O – Level	12 MMH
T Inspection (600 FH or 2 Years)	I – Level	87 MMH
2T Inspection (1,200 FH or 4 Years)	I – Level	40 MMH
144 M inspection	D level	200 MMH

**Note:** All the "hands-on" aircraft values mentioned here above are given on the basis of a 20,000 FH life cycle. They refer only to the scheduled inspections for the baseline helicopter without optional equipment in accordance with the Master Servicing Manual (MSM). The announced mean man hours are without incoming flight, work preparation, reworking, servicing, Service Bulletin (SB) implementation and unscheduled maintenance.

## Continuous Maintenance Program (CMP)

As an alternative to the current maintenance program described above, Airbus provides the Continuous Maintenance Program (CMP). The CMP consists of individual work packages to be performed each within a defined time frame. A specific tolerance is effective for all work packages, which refer to the start and end time of the individual work packages. Thus, this program allows the continued flight operation without being interrupted by inspections with longer downtimes.

## Staged Intermediate Inspections (SII)

As an alternative to the Intermediate Inspection described above, Airbus provides the Staged Intermediate Inspection (SII). The SII is divided into three schedulable work packages in which the items of the Intermediate Inspection for the individual helicopter components are grouped together, enabling for instance to perform the SII in three consecutive nights in order to provide an uninterrupted aircraft availability during daytime. A specific tolerance is effective for all work packages, which refer to the start and end time of the individual work packages. Thus, this program allows the continued flight operation with minimal interruptions due to requirements of the Intermediate Inspection.

## Engines Inspection Program

The following table provides an overview of all engine inspections. Each inspection has to be performed for the respective time frame.

ARRIEL 2D Scheduled Inspections	Estimated man hours
15 flight hrs or 7 days periodicity tasks	0.0348 MMH per FH
800 flight hrs periodicity tasks	

MMH: Mean Man Hour

FH: Flight Hour

**Note:** For further details on the engine inspections and the respective D-Level maintenance please refer to the applicable engine maintenance manual.

## 7.3 Main Components Limitations

### 7.3.1 Airframe Main Components

#### Time Between Overhaul (TBO)

The component in question must be removed at each interval that corresponds to the value indicated, in order to undergo the operations in a specialized workshop that will enable it to be put back into service for the next interval. The given time limit may be exceeded by 10 % of the respective interval limited at 300 FH. All subcomponents may have a Service Life Limit (SLL), rated above the Time Between Overhaul (TBO) limit.

Airframe main components	TBO as per MSM chap 5 Rev. 15
Main gearbox bevel reduction gear	3,000 FH // 288 M
Main gearbox epicyclic reduction gear	3,000 FH // 288 M
Tail gearbox	3,000 FH // 288 M
Servocontrol, main rotor	3,000 FH // 240 M
Servocontrol, tail rotor	3,000 FH // 240 M

Note: Non exhaustive list.

#### Time Change Item (TCI) or Service Life Limit (SLL)

A Time Change Item (TCI) is a component which has an airworthiness Service Life Limit (SLL). The affected component must be removed from service when it reaches the limit indicated.

Airframe main components	SLL as per MSM chap 4 (ALS) Rev. 09
Main rotor blade	20,000 FH
Main rotor sleeve	6,600 FH
Main rotor shaft unit	90,000 cycles
Starflex hub	3,000 FH
Spherical thrust bearing	6,400 FH
Tail rotor blade	4,000 FH
Aft tail rotor shaft	9,000 FH

### 7.3.2 Engine Main Components

#### Time Between Overhaul (TBO)

The initial Time Between Overhaul (TBO) values are applicable to the engines / modules / accessories and are summarized in the tables below.

ARRIEL 2D overhauls	TBO as per Engine MSM
Complete engine	5,000 FH

Note: Non exhaustive list.

## 7.4 HCare® - Material Management

Airbus offers its clients a comprehensive choice of material management services to ensure availability and costs control. This array of services ranges from basic Original Equipment Manufacturer (OEM) spare parts supply, repair and overhaul services up to comprehensive “by the hour” support programs.

The different services are each tailored for different user profiles and demands, such as customers:

- with a high flying hours level
- with a low flying hours level
- looking for immediate component availability
- wishing optimal budget control

To respond to the different customers' demands, Airbus offers the following services:

### **HCare Easy: Open & seamless access to all customers under catalogue conditions**

- Easy Part for spare parts, components repair & overhaul and second hand parts
- Easy Rental for tools and Ground Support Equipment (GSE)
- Easy Exchange for secured turn-around-times on components
- Easy Exchange for secured availability on components

### **HCare Smart: Performance commitment, budget control, suited to customers' needs**

- Repair By-the-Hour (RBH)
- Exchange By-the-Hour (EBH)
- Parts By-the-Hour (PBH)
- Full By-the-Hour (FBH)

### **HCare Infinite: Full availability commitment, all-inclusive turnkey solution**

- Fleet availability

Notes:

- Specific mission equipment e.g. STC's might be excluded from above services.
- Local authority regulations may have an impact on the above described material management services.

Airbus would be pleased to propose further extensive services adapted to specific mission and customer expectations, such as stock and maintenance management.

### 7.4.1 HCare Easy

HCare Easy is a classical way of material support. The material is delivered on demand when needed. It comprises spare parts, components repair & overhaul, second hand parts, standard exchange and tool/GSE rental.

The requested level of operational availability determines provisioning part quantities and therefore the required investment.

With this support concept the customer bears the responsibility to monitor repairs; manage obsolescence and procure the right mix and quantity of components and spare parts to ensure availability when required.

For specific lists of part numbers, Airbus has invested in dedicated stocks, and offers through Easy Repair & Easy Exchange services, secured turn-around-times, or secured parts availability for standard exchange.



### 7.4.2 HCare Smart

#### Repair By-the-Hour (RBH)

The RBH service offers guaranteed repair & overhaul Turn Around Time as well as guaranteed prices. This additional service to standard repair and overhaul enables the customer to best size its own inventory of repairable parts. The price for this service is calculated per flight hour, thus enabling the customer to spread and predict the scheduled and unscheduled maintenance expenses.

The RBH service includes component unscheduled third level repairs (depot level maintenance), component overhauls, Life Limited Part replacement as well as mandatory modification kits (to the extent covered by the RBH contract). This service is available for dynamic components, blades, basic and optional equipment (covered optional equipment list to be defined with the customer).

#### Exchange By-the-Hour (EBH)

With the Exchange By-the-Hour (EBH) service, Airbus gives the customer the option to secure unscheduled maintenance costs while remaining responsible for the scheduled events (overhaul, life limited part replacement). Price for this service is calculated per flight hour.

The EBH service includes component unscheduled third level (Depot Level maintenance) repairs and guaranteed parts delivery within 24 hours FCA (Incoterms 2010) through Standard Exchange based on a dedicated inventory. This service is available for dynamic components, blades, basic and optional equipment (covered optional equipment list to be defined with the customer).

#### Parts By-the-Hour (PBH)

The Parts By-the-Hour (PBH) service is a comprehensive program that offers and balances at the same time guaranteed maintenance costs, for both scheduled and unscheduled events, reduced inventory and minimized helicopter downtime. This service is intended for customers looking for optimized cost control and high level of aircraft readiness. Price for this service is calculated per flight hour.

The PBH service includes component unscheduled repairs component overhauls as well as Life Limited Part replacement. Parts replacement can be guaranteed within 24 hours FCA (Incoterms 2010) through Standard Exchange based on dedicated inventory. This service is available for dynamic components, blades and basic equipment.

#### Full By-the-Hour (FBH)

The Full By-the-Hour (FBH) service is an extension of the PBH service including the supply of non-repairable parts such as consumables and hardware.

This service is intended for customers looking for total cost control and high level of aircraft readiness. Price for this service is calculated per flight hour.

### 7.4.3 HCare Infinite

The HCare Infinite program provides customers a **fleet availability commitment** from Airbus. It is a turnkey solution, adapted to various customer' needs, enabling customer to focus on flights while Airbus takes care of supporting the fleet.

The program comprises material support, logistic management and technical services. It can be extended to helicopter maintenance and airworthiness management. Price for this service is usually calculated per flight hour.

### 7.4.4 Complementary Initial Provisioning of Spare Parts and Tools

Within that range, Airbus provides a customized initial provisioning package. It includes spare parts, tools, test equipment, etc. to sustain helicopter operations for a defined initial period of time. The dimension of the package is tailored to the helicopters, number of operating bases, flight hours per year and requested availability.

### 7.4.5 Logistics assistance

Upon request, Airbus can propose an on-site logistics assistance through a Logistics Field Representative (LFR) detached at customer premises or near the operational base, to optimize logistics flows back and forth.

Thanks to unrivalled knowledge of internal processes and logistics tools / network, the LFR is the privileged interface between the customer and Airbus. The LFR is able to assist the customer on material and inventory management, logistics forecasting, order administration and will report on the logistics activities.

### 7.4.6 Airbus Aircraft On Ground (AOG) Service

Airbus provides a twenty four hours a day/seven days a week and three hundred and sixty five days per year (24/7/365) AOG service to guarantee an efficient service and respond quickly to any AOG situation.

An Aircraft On Ground (AOG) service is available for spare parts orders. The order placed by the customer shall cover an actual failure (and not a scheduled maintenance shortage) and may consist of up to 3 items per grounded aircraft listed in the Illustrated Parts Catalogue (IPC), except main assemblies, raw materials, ingredients and hazardous material. In the case of direct part availability, the parts will be immediately delivered under CIP (Incoterms 2010) conditions to the nearest international airport with delivery times dependent on the region and export license requirements (normally 48 to 72 hours).

The AOG Department is responsible for answering to the following customer requests 24/7/365:

- 1st level troubleshooting and diagnosis assistance
- Part ordering with immediate information on part availability
- Part delivery, delivery of repair solution (even temporary) or any possible service to put helicopter back to flight line.

## 7.5 Engine Service and Support Programs

Always careful to maximize the efficiency of your operations and reduce your costs, Safran Helicopter Engines, the engine manufacturer has developed and improved its service offering.

Safran Helicopter Engines puts at customers' disposal 32 Repair Centers across the globe, supplemented by several new factory-authorized service facilities strategically located near customer's operations.

Safran Helicopter Engines range of services covers:

- Classical Repair and Overhaul
- Standard Exchange
- AOG services
- By-the-Hour services

Within the By-the-Hour coverage, Safran Helicopter Engines developed specific maintenance packages, as summarized hereafter.

### Safran Helicopter Engines Global Support Package (GSP)

For military and parapublic missions, the aircraft must be operational at any time.

Safran Helicopter Engines GSP service includes an extensive range of options that can be tailored to customers' needs.

To bring more reliability, safety and availability while controlling budget and cost, Safran Helicopter Engines proposes to forge a real partnership through four service packages:

- Equipment Availability and stock optimization: To control key parameters to reach results on stock optimization and availability equipment.
- Up To Depot Level Maintenance (From Level 2 to 4): To manage engine maintenance from level 2 to 4, with flying hours invoicing and guaranteed prices.
- Financial Solutions: To bring visibility and help to finance operational needs.
- Support Of "O" Level Maintenance: To facilitate "O" level maintenance execution.

### Safran Helicopter Engines Support By the Hour (SBH)

Safran Helicopter Engines SBH is a comprehensive service for civilian missions, providing financial and operational coverage for engine support.

- To customers choice, it can cover scheduled as well as unscheduled events, limiting exposure to unexpected expenses.
- Customer „pay as customer flies": SBH provides a fixed cost per engine flight hour. It is directly linked to customers' flight activity.

One SBH, many solutions: Safran Helicopter Engines SBH is one single name and concept offering flexible and standard combinations between 4 dimensions:

- Coverage: scheduled and/or unscheduled events, with flexibility on some engine components. Complete engine or modular maintenance.
- Availability: pool access option with standard exchange or rental
- Logistics: a choice of transport solutions
- Finance: different payment terms, contract duration.

SBH was made to be tailored to customer exact needs. Safran Helicopter Engines SBH benefits:

- Predictability: control of budget and smooth of engine maintenance costs: expenses are clear and predictable
- Flexibility: Safran Helicopter Engines SBH offers total modularity, to cover customers' exact needs
- Insurance: scheduled and/or unscheduled coverage, with risks partially transferred to Safran Helicopter Engines
- Availability: effective replacement solutions including Standard Exchange, available through Safran Helicopter Engines' worldwide pool
- Win-win: contractual commitments on hourly rates and lead times
- Visibility: clear view of combinations and options.

### Safran Helicopter Engines Operator Online Support (tools)

Customers' feedback has also allowed Safran Helicopter Engines to greatly improve tools, a website dedicated to operator support. Safran Helicopter Engines Operator On Line Support is a fully interactive website developed and programmed specifically for customer support needs. A portion of the site is available to anyone seeking information regarding Customer Support services and activities. The other portion of the site is exclusively available to clients, providing a wealth of information and services, such as:

- Technical Publications
- Direct communication access with the needed resources
- On-line training
- A clear overview of all other Safran Helicopter Engines services such as second hand engines and warranty
- ... and much more to serve customers.

## 7.6 HCare - Helicopter Maintenance

### 7.6.1 Aircraft Maintenance, Repair & Overhaul (MRO)

Airbus proposes a complete range of industry-leading Maintenance, Repair & Overhaul (MRO) solutions such as: inspection, repair and overhaul capabilities for the full range of Airbus product range, with optimized turn-around-times and cost-efficiency.

Approved by the most stringent airworthiness authorities in the world, Airbus industrial facilities ensure the highest quality for the maintenance and repair actions of customers' fleet.

Works are performed by our teams of specialized and duly qualified technicians which technicity has been built on long and diverse field experience on the worldwide fleet.

Airbus can perform the work within its facilities around the world or at customer premises.

### 7.6.2 On-Site Assistance

When requested, Airbus teams of skilled field service technicians provide the customer with world-class support and enhanced services for aircraft maintenance, repairs and retrofits at customer's premises. As part of this service Airbus technicians will bring the required parts and tools to carry out the maintenance, repair and upgrade tasks on site.

## 7.7 HCare - Technical Support

### 7.7.1 Technical Assistance

An Airbus Technical Representative can be detached at customers' base to perform On-the-Job Training and ensure an efficient and safe start of the operations.

The on-site Technical Representative covers mainly the following activities:

- Daily relationship interface with the customer
- Aircraft assistance (explanation for usage of special maintenance tools and equipment)
- Troubleshooting (assistance in solving technical events and management of the process from the diagnosis up to the solution)
- Interface with Airbus mother company (engineering support)
- Contribution to fleet technical knowledge management
- Local day-to-day recommendations to optimize the customer maintenance efficiency
- Safety (analysis of events in case of minor or major incidents to identify airworthiness impact)

### 7.7.2 Technical Expertise 24/7

Airbus will provide technical knowledge dedicated to your helicopters, aimed at supporting the safe and reliable operations of the aircraft. A team of highly skilled engineers in close and daily relation with design office is committed to answer any technical question. This group is also in charge to establish technical improvements, recommendations for use, customer information (Service Bulletins, Information Notices...), and is the focal point of contact for technical relation with Airbus. Any technical question can be raised 24 hours/7 days, through our toll free number or our Keycopter® website for organizations using the internet (eRequests function).

### 7.7.3 Continuing Airworthiness Management (CAM) Services

Airbus consulting & training services improve operational performance of customers' fleet. Such services can be complemented by CAM services offering diagnosis up to full implementation of a full airworthiness follow-up organization.

### 7.7.4 eTechPub

Airbus provides the technical publications required for safe operation and cost effective maintenance.

Airbus technical publications are available on Keycopter portal within eTechpub service. An interactive electronic medium, O.R.I.O.N, is available.

O.R.I.O.N. includes the maintenance and identification information and contains a minima

- Aircraft Maintenance Manual (AMM)
- System Description Section (SDS)
- Master Servicing Manual (MSM)
- Illustrated Parts Catalog (IPC)
- Wiring Diagram Manual (WDM)
- Structure Repair Manual (SRM)
- Standard Practices Manual (SPM/MTC)

The technical publications are available in English. They include the latest information and are updated regularly.

Keycopter / eTechpub also provide access to the List Of Applicable Publications / Status Revision Documentation (LOAP/SRD), Flight Manual (FLM), Pilot's Check List (PCL) and Master Minimum Equipment List (MMEL).

Along with Keycopter / eTechpub, Airbus provides a hard copy of:

- Flight Manual
- Master Minimum Equipment List (MMEL)
- Pilots-Checklist (on request)
- Logbooks
- Historical Record

The delivery of hard copies may be cancelled without further notice in case of changes to the legal requirements.

As chargeable option, the technical publications are also available on PDF format on Keycopter portal.

When online solutions do not fit to user constraints, physical may be proposed as chargeable options:

- O.R.I.O.N. light on USB Key, same content than O.R.I.O.N on line but with a reduced set of functions
- O.R.I.O.N. full on USB Key, same content than O.R.I.O.N on line but as local network solutions (full functionalities)
- Hard copies

Selected Component Maintenance Manuals (CMM) are available on PDF format:

- On Keycopter / eTechpub as Online Component Maintenance Manual (OCMM)
- On USB key as Electronic Component Maintenance Manual (ECMM)

The engine documentation is provided by the engine manufacturer.

## 7.7.5 Technical Information Publication on Internet (T.I.P.I.)

The Technical Information Publication on Internet (T.I.P.I.) website is entirely dedicated to provide a real-time issuing service for the following publications:

- Service Bulletin (SB), Alert Service Bulletin (ASB), Emergency Alert Service Bulletin (EASB), Service Letter (SL), Information Notice (IN), Safety Information Notice (SIN), Technical Information Letter (TIL), Flight Operations Briefing Note
- Master Minimum Equipment List (MMEL)
- Revisions of Flight Manual (FLM)

The TIP information are now available in customer's portal Keycopter, allowing e-ordering of kits or Request for Quotation: please refer to e-Ordering / Upgrades catalogue on [keycopter.airbushelicopters.co](http://keycopter.airbushelicopters.co)

The T.I.P.I. application is now also available for tablets and smartphones. The T.I.P.I. application for smartphones and tablets can be downloaded free of charge by following the link: <http://www.airbushelicopters.com/techpub/> or in a mobile equipment application stores (Apple store, Play Store - formerly Android Market, etc.).

## 7.7.6 Smart Files

Smart Files service aims at providing to our customers a package of files easily workable for Maintenance Information System (MIS) initialization & updates.

Smart Files service does not replace your current Tech Data documents but is an additional format (CSV, XLS or XML depending on documents) provided to ease and speed up MIS loading, avoid manual entries and associated risks of errors.

All documents from Smart Files package will be downloadable online from e-TechPub, simplifying the access to data.

Smart Files package will be available online:

- At each aircraft delivery
- And updated at each Tech Data update.

Smart Files package encompasses:

- At aircraft delivery: RIC/IIL(\*), ALS, MSM & IPC
- At Tech Data updates: ALS, MSM & IPC

(\*) Partial digitalization of RIC/IIL content. Following chapters will be provided in Smart Files package: Monitoring Logbook, Inventory, Airworthiness Directives, Service Bulletins & Embodied Maintenances, ECP (embodied modifications).

## 7.7.7 Main Features

- Each time one of the above listed publications is issued, the customer is automatically informed by an e-mail
- A small summary, already included in the e-mail, helps the customer to quickly understand the subject
- Small icons allow the customer to immediately identify the type of information received
- The download of the publication in PDF format is possible after logging on the T.I.P.I. website
- A keyword search tool is provided (aircraft family, type of publication, date of edition, etc.)
- Address: [www.airbushelicopters.com/techpub](http://www.airbushelicopters.com/techpub)
- The publications are available in English.



## 7.8 Hcare – Training & Flight Ops

### Training

With over 50 years of experience, the Airbus Training Centers provide the world's leading helicopter training for pilots and technicians, whether civilian or military. Since 2011, a completely new blended learning process based on interactive learning with the latest technology for theoretical and practical instruction is implemented. The instruction team is composed of experts in their fields with the utmost operational experience and knowledge.

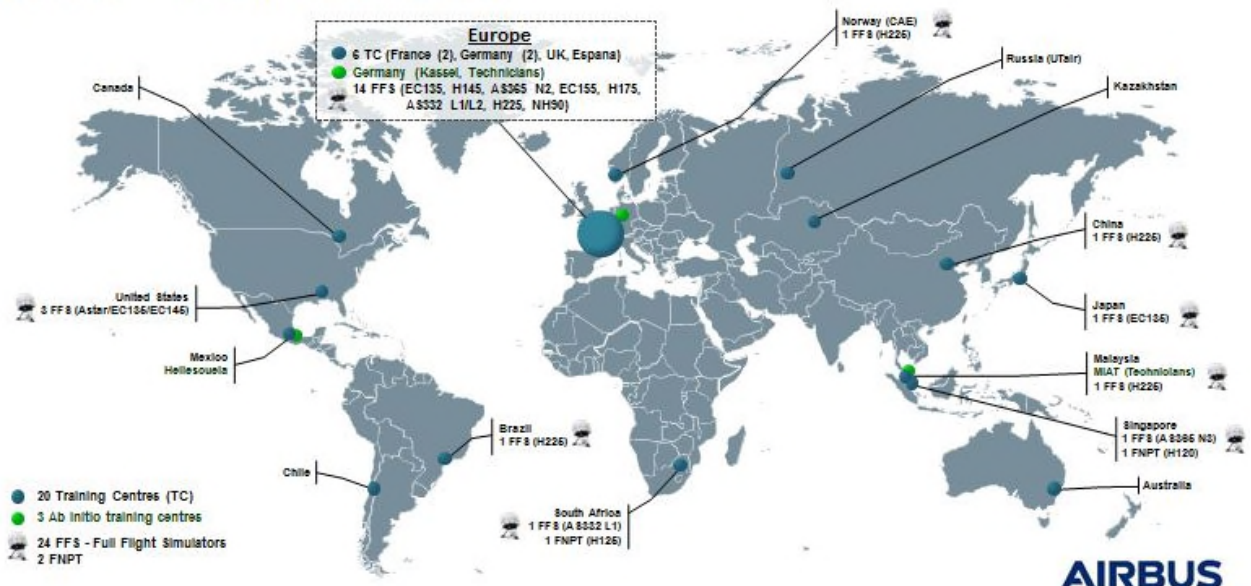
Although a lot of things have changed in the past 50 years Airbus major goal remains unchanged: to stand up to customers' expectations and to contribute decisively to flight safety.

The course catalogue is designed to cover the full range of customers' training needs. Nevertheless, Airbus can also provide customers' organization with the most effective training solution tailored to customers' demand.

The high quality of Airbus training courses is assured by a very strict internal quality system and regular audits by national authorities (EASA, FAA, DGAC, LBA, CAA, CAAC...). The main Training Centers is certified to issue certificates according to EASA Part 147 and Part FCL.

Airbus has set up a network of 24 training centers and 23 Full Flight Simulators all over the world. Centers are equipped with multimedia classrooms. This includes computers overhead projectors and state-of-the-art means such as Computer Aided Instruction (CAI), Computer Based Training (CBT) or Instructor Lead Presentation.

## AIRBUS HELICOPTERS NETWORK HCARE – TRAINING CENTERS



For detailed information refer to:

[www.airbushelicopters.com/website/en/ref/Training-&-Flight-Ops\\_72.html](http://www.airbushelicopters.com/website/en/ref/Training-&-Flight-Ops_72.html)

## Basic H125 training course

COURSE TYPE	COURSE REFERENCE	THEORETICAL INSTRUCTION	FSTD	FLIGHT INSTRUCTION
Pilots	Initial Type Rating – Extension VFR	0.8 weeks	N/A	6.0 hours
	Type Rating Instruction	1.4 weeks	N/A	6.5 hours
COURSE TYPE	COURSE REFERENCE	THEORETICAL INSTRUCTION		
Technicians	Airframe Type rating (including Engine Course)	4 weeks		
	Avionic Type Rating	2.4 weeks		
Blades	Maintenance and repair	Up to 2 weeks		

Note: Training duration and content are given as information and depend on pilot or technician qualification or experience and the configuration of the aircraft. Complementary courses may be required.

FSTD: Flight Simulation Training Device

## Engine Training Courses

Training courses dedicated to Engine Maintenance are also organized by Safran Helicopter Engines Academy and approved centers the world over.

Up-to-date course calendars, on-line tests and e-learning modules are also available on the Safran Helicopter Engines Operator On-Line Support (tools web site).

## 7.9 Upgrades

Airbus proposes tailored solutions to increase customers' helicopter overall performance and reduce its maintenance cost, contributing to harmonized fleet or role/mission change, the better to be prepared for missions. Upgrades maintain aircraft at the latest version, benefitting from innovations and advanced technology, perfectly adapted to customers' aircraft configuration and defined by Airbus experienced design office teams. The portfolio of Airbus Standard Upgrades is available on customer portal Keycopter, allowing direct order of kits or request of customized quotation.

The set of upgrades is regularly updated. This portfolio proposes number of equipment that may be installed on helicopters after delivery from Airbus in order to fulfil specific operational needs or aircraft upgrades.

These equipment are either designed and certified by Airbus as SB (Service Bulletin) or by Airbus customer centers or third parties as STC's (Supplementary Type Certificate).

Please note that some constraints may exist between optional equipment. Technical confirmation by an Airbus sales representative is recommended before submitting any purchase order.

## 7.10 Flight Operations Services

This new set of support & services activities aims at answering all operational related constraints and issues met by pilots and operations departments.

### 7.10.1 Pilot Assistance (on site)

Through on-site pilot assistance, Airbus provides customers' pilots complementary knowledge on their new helicopter and also on how to master the associated mission systems and equipment in customer's specific operational environments.

Available for civil and military operations, it is built according to customer's specific needs and is held at customer's desired location. This pilot assistance can be provided at helicopter delivery, and also upon request at any time.

### 7.10.2 Crew Help Desk (on-line support)

The Crew Help Desk provides answers to queries relative to best knowledge and operation of the helicopter among e.g. regulations, aircrew publications, aircraft limitations, performance, procedures/operations and systems. The Crew Help Desk support is ensured through the worldwide Airbus network. This service is provided free of charge. Any question can be raised 24/7 through our toll free number or our Keycopter website for organizations using the internet (eRequest function).

### 7.10.3 Pilots Check-list - PCL - (Operational Documentation)

The PCL presents abbreviated standard operating procedures based on the helicopter flight manual (FLM) or the Flight Crew Operating Manual (FCOM).

The PCL does not replace nor supersede the current FLM/FCOM. It is updated in accordance with the corresponding FLM/FCOM revisions when applicable. The PCL is provided on request in PDF/paper format, in English language.

### 7.10.4 Flight Ops Briefing Note - FOBN - (Operational Documentation)

Customers Flight Ops Department publishes on Customer or Internal request briefing note to address Fleet Safety and Ops Procedures needs.

The FOBN are distributed free of charge on T.I.P.I.

### 7.10.5 Safety Management System (SMS) Services

A Safety Management System (SMS) is a structured approach to safety management, which encompasses the organizational structures, responsibilities, policies and procedures necessary in order to ensure safe operations of a company.

Airbus International Services (AHIS) consulting division can support the introduction of SMS in Customer's organization. AHIS consulting experts have extensive operational and technical knowledge and can provide practical solutions tailored to customer's needs.

## 7.11 HCare – Connected Services

Two families of essential service package (available online or locally) accessible through Keycopter website and/or the e-Apps Apple store:

### 7.11.1 HCare Flight

For efficient flight preparation:

- **Flight Balance:** separate iOS app for Weight and Balance computation

### 7.11.2 HCare Fleet

More dedicated to support maintenance operations and for a smarter fleet management.

- **Fleet Keeper®:** The full e-solution by Airbus for your Technical Log Book linking Flight Operations, Airworthiness and Maintenance Crew (mobile and Web-based).
  - Monitor & control fleet status in real-time
  - Record flight reports
  - Manage technical events
- **Envision nGen:** Airbus trusted solution for aviation management. Powerful all-inclusive software developed for operators in need of a complete Maintenance Information System. This tool is customizable across various modules, and covers any activity related to helicopter operations.

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## 8 Abbreviations

Abbreviation	Meaning
ACH	Airbus Corporate Helicopters
AFAQ	Association Francaise d'Assurance Qualité
AH	Airbus Helicopters
AHIS	Airbus Helicopters International Services
ALS	Airworthiness Limitations Section
AMM	Aircraft Maintenance Manual
AOG	Aircraft On Ground
ASB	Alert Service Bulletin
CAA	Civil Aviation Authority
CAAC	Civil Aviation Administration of China
CAI	Computer Aided Instruction
CAM	Continuing Airworthiness Management
CBT	Computer Based Training
CMM	Component Maintenance Manual
CPR	Cardio Pulmonary Resuscitation
CMP	Continuous Maintenance Program
CS	Certification Specification
DGAC	Direction Générale de l'Aviation Civile
EASA	European Aviation Safety Agency
EASB	Emergency Alert Service Bulletin
EBH	Exchange By-the-Hour
ECMM	Electronic Component Maintenance Manual
EMS	Emergency Medical Services
FAA	Federal Aviation Administration
FADEC	Full Authority Digital Engine Control
FBH	Full By-the-Hour
FCA	Free Carrier
FCOM	Flight Crew Operating Manual
FH	Flight Hour
FLM	Revisions of Flight Manual
FLI	First Limitation Indication
FOBN	Flight Ops Briefing Note
FSTD	Flight Simulation Training Device
GCNP	Grand Canyon National Park
GPS	Global Positioning System
GSE	Ground Support Equipment
GSP	Global Support Package
HIGE	Hover In Ground Effect
HOGE	Hover Out of Ground Effect
HSI	Horizontal Situation Indicator
ICAO	International Civil Aviation Organisation
ICO	Illustrated Tools Catalog
ICS	Inter Communication System
IGE	In Ground Effect
IN	Information Notice
IPC	Illustrated Parts Catalog
ISA	International Standard Atmosphere
LBA	Luftfahrt-Bundesamt
LCD	Liquid Crystal Display

Abbreviation	Meaning
LFR	Logistics Field Representative
LOAP	List Of Applicable Publications
MCP	Maximum Continuous Power
MMEL	Master Minimum Equipment List
MMH	Mean Man Hour
MRO	Maintenance Repair & Overhaul
MSM	Master Servicing Manual
MTC	Standard Practices Manual
MTOP	Maximum Take Off Power
MTOW	Maximum Take Off Weight
OAT	Outside Air Temperature
OCMM	Online Component Maintenance Manual
OEM	Original Equipment Manufacturer
OGE	Out of Ground Effect
PA	Pressure Altitude
PBH	Parts By the Hour
PCL	Pilots Check-list
RAM	Reliability, Availability and Maintainability
RAMT	Reliability, Availability and Maintainability/Testability
RBH	Repair By-the-Hour
RN	Normal Revision
ROC	Rate-of-climb
SB	Service Bulletin
SBH	Support By the Hour
SDS	System Description Section
SEL	Sound Exposure Level
SII	Stage Intermediate Inspections
SIM	Simplified Index of Modification
SIN	Safety Information Notice
SL	Sea Level or Service Letter
SLL	Service Life Limit
SMS	Safety Management System
SPM	Standard Practices Manual
SRD	Status Revision Documentation
SRM	Structure Repair Manual
STC	Supplemental Type Certificate
SVS	Synthetic Vision System
TAS	True Air Speed
TAT	Turn Around Time
TBO	Time Between Overhauls
TCI	Time Change Item
TIL	Technical Information Letter
TIP	Technical Improvement Proposal
TIPI	Technical Information Publication on Internet
TOOLS	Turbomeca Operator On-Line Support
TOP	Take-Off Power
UMIP	Unscheduled Maintenance Insurance Plan
VEMD	Vehicle and Engine Multifunction Display
VFR	Visual Flight Rules
VNE	Never Exceed Speed
WDM	Wiring Diagram Manual

## Manufacturer's notes

This document provides general information on the description, specification, weights, dimensions and performance data of helicopters manufactured by Airbus Helicopters and on related services and support. Depending on the exactly selected configuration and/or the respective mission profile, these data may vary. For specific, individual performance data and operating limitations reference shall be made to the approved flight manual and all appropriate documents.

The operational or certification regulations, as defined by competent local authorities, may require as compulsory the installation of some equipment as listed in this document, although not comprehensive in terms of all worldwide operational requirements. The customer is responsible for the identification of instruments and equipment required to comply with the relevant operational regulations. The customer shall be responsible to clarify with its respective local authorities that any potential configuration of the helicopter complies with the regulatory requirements for the area of operation and/or type of mission. However, and specifically for EU operators, based on the mission parameters defined by the Customer and upon request, Airbus Helicopters can advise the Customer on the identification of instruments and equipment required to comply with the European Air Operations Regulation (EU Regulation n° 965/2012, so called EASA AIR-OPS).

The Airbus Helicopters product policy aims at continuous product improvements. Therefore Airbus Helicopters reserves the right to make data changes at any time without any notice being given with reference to present issue of this document. The depicted images (i.e. photos, 3D-pictures, general drawings, diagrams or similar) are for illustration purposes only.

The facts and figures contained in this document and expressed in good faith shall not constitute any offer from or the acceptance of an offer leading to a contract with Airbus Helicopters.

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## Disclaimer

Airbus Helicopters is committed to strict compliance with all applicable export control regulations and requires a corresponding commitment from the Customer.

Some items/commodities are controlled under at least one export control law or regulation and therefore may require export authorization(s) and Airbus Helicopters cannot guarantee that they will be granted. Nevertheless Airbus Helicopters will perform all necessary procedures for obtaining such authorization(s).

The Customer shall support the authorization(s) application(s) procedure(s) by providing the necessary documentation and information, particularly end-user certificates, undertakings, documents on the utilization of the items/commodities, etc. The Customer shall comply with the conditions of the export authorization(s).

Airbus Helicopters reserves the right to deliver the helicopter without the controlled items, should the competent authorities deny or delay export authorization(s). The same is valid if the competent authorities do not react at all or in cases of a return without action or if otherwise the absence of a required authorizations or provisions of any regulations inhibit a delivery in time.



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# AIRBUS

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## TAB D Exhibits

- 1 H125 Technical Data
- 2 Warranties**
- 3 AHI Terms & Conditions

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## AIRFRAME WARRANTY

### 1- LIMITED WARRANTY

- (a) Seller warrants each new helicopter and parts manufactured by Airbus Helicopters S.A.S. (herein referred to as the "Helicopter Manufacturer") purchased under this agreement to be free from defects in material and workmanship under normal use and service. Seller's obligation under this warranty is limited to replacing or repairing parts or tools that have been returned to Seller's facility and, at the time of any repair or replacement, shall have been recognized by Seller, in its sole discretion, as subject to this warranty. To be eligible for repair or replacement under this warranty, the alleged failure must have occurred, as determined by Seller, within the following time limits:
- (1) With respect to helicopters and optional equipment manufactured by the Helicopter Manufacturer: 2000 flying hours or -36- months after they are delivered to Buyer, whichever occurs first.  
Seller agrees to credit Buyer for reasonable labor costs solely related to direct removal and re-installation incurred for approved warranty claims during the first year of warranty coverage only. The credit will be subject to prior investigation and acceptance by Seller and will be credited to Buyer's trade account for future spares orders only. All credits must be used within 1 year of issue. All compensation for labor rates will be credited at \$190/hour.
  - (2) With respect to new spare parts, the earlier of: (i) 1000 flying hours; (ii) 12 months after installation; or (iii) 24 months after delivery to Buyer; and
  - (3) With respect to tools manufactured by the Helicopter Manufacturer, 24 months after the tool is delivered to Buyer.
- (b) The warranty period on the repaired or replacement part is the warranty period that was remaining on the defective part.
- (c) As soon as possible, but no later than fifteen (15) calendar days after the discovery of a defect, the Buyer shall furnish to the Seller, by using a warranty claim form provided by the Seller, the full details of its claim and the basis thereof. As soon as it receives the said form, the Seller will forward to the Buyer a warranty claim acknowledgment and a Return Material Authorization ("RMA") number. Within thirty (30) calendar days following the receipt of such documents the Buyer shall return the allegedly defective Parts to the Seller. If the Buyer fails to return the allegedly defective Parts in due time, the Seller reserves the right to invoice the replacement Parts which have been ordered or produced for the Buyer at the price stated in the relevant Seller's price list in force, or in the relevant quotation. Risk of loss for transportation of parts to Seller shall be borne entirely by Buyer. Upon return of parts from Seller to Buyer, the risk of loss for transportation shall be borne entirely by Seller. Other than shipping costs from AHI to Buyer, any insurance, customs expenses and other charges, as well as the expenses incurred by Buyer for the removal, re-installation and related costs and expenses with respect to such part or parts, shall be borne by Buyer. With AHI approval by Warranty Administrator, selected parts may be retained at Buyer's site to be scrapped locally. Claims will not be processed until a completed claim by Buyer has been approved in writing by a Technical Representative of AHI and forwarded to and received by the AHI Warranty office, Grand Prairie, Texas.
- Note: Parts/Components ordered as replacement parts must be acknowledged as "warranty replacements" at the time of order.**
- (d) This warranty shall apply only to the extent the helicopter and the parts installed therein are operated and maintained in accordance with the instructions contained in the Flight Manual, the airframe or component Maintenance Manual (whichever is applicable), the Helicopter Manufacturer's and/or Seller's service bulletins, service letters or telexes, alert telexes, and maintenance notices, any other technical documentation or service information supplied by Seller to Buyer, and any revisions to any of the foregoing. This warranty shall apply to spares only to the extent they are properly stored and installed, operated, and maintained in accordance with

the instructions contained in the Flight Manual, the airframe or component Maintenance Manual (whichever is applicable), the Helicopter Manufacturer's and/or Seller's service bulletins, service letters or telexes, alert telexes, and maintenance notices, any other technical documentation or service information supplied by Seller to Buyer, and any revisions to any of the foregoing. Seller's warranty shall not be enlarged, diminished, or affected by, and no obligation or liability shall arise out of, Seller's rendering technical advice, assistance or service in connection with the products purchased hereunder.

- (e) If Buyer modifies any helicopter or part sold hereunder in any manner for which Buyer has not received the prior written approval of Seller, such modification shall cause this warranty to terminate and be of no further force and effect.
- (f) This warranty shall not apply to any helicopter or part which has been repaired or altered outside Seller's factory in any way so as, in Seller's sole discretion, to affect its stability, safety or reliability, or which has been subject to misuse, common neglect, abuse, negligence or accident.
- (g) The word "part" as used in this Agreement means "a detail part with reference to a part number shown on a drawing parts list provided" by the Helicopter Manufacturer.
- (h) This warranty may not be extended, altered or varied unless a prior written agreement is signed between Buyer and Seller. This warranty is granted to Buyer personally and shall not be assigned by Buyer without Seller's prior written consent.
- (i) **SELLER AND THE HELICOPTER MANUFACTURER DISCLAIM AND EXCLUDE FROM THIS AGREEMENT ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, STATUTORY WARRANTIES, OTHER EXPRESS WARRANTIES, AND ANY IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE EXPRESS WARRANTY SET FORTH ABOVE IS GIVEN IN LIEU OF: (i) ALL OTHER WARRANTIES AND (ii) ANY OBLIGATION OR LIABILITY OF, RIGHT OR CLAIM AGAINST, OR REMEDY FROM SELLER OR THE HELICOPTER MANUFACTURER, IN CONTRACT OR IN TORT, INCLUDING PRODUCTS LIABILITY BASED ON SELLER'S OR THE HELICOPTER MANUFACTURER'S STRICT LIABILITY OR SELLER'S OR THE HELICOPTER MANUFACTURER'S NEGLIGENCE. THE RIGHTS AND REMEDIES PROVIDED IN THIS AGREEMENT ARE EXCLUSIVE IN CONNECTION WITH THE SALE OF THE HELICOPTER MANUFACTURER'S AND SELLER'S PRODUCT(S). THE STATED EXPRESS WARRANTY PROVIDED HEREIN IS IN LIEU OF ANY AND ALL LIABILITIES OR OBLIGATIONS OF THE HELICOPTER MANUFACTURER OR OF SELLER FOR ANY INJURIES, BODILY HARM, OR DAMAGES OF ANY TYPE, INCLUDING, BUT NOT LIMITED TO, ALL INCIDENTAL OR CONSEQUENTIAL DAMAGES, ALL LOSS, DAMAGE OR EXPENSE ARISING OUT OF OR IN CONNECTION WITH THE USE, LOSS OF USE, PERFORMANCE, OR NON-PERFORMANCE OF THE HELICOPTER MANUFACTURER'S AND/OR SELLER'S PRODUCTS, AND DAMAGES FROM ANY OTHER CAUSE.**  
**THE HELICOPTER MANUFACTURER AND SELLER MAKE NO WARRANTY WITH RESPECT TO TURBINE ENGINES OR AVIONICS EQUIPMENT. FOR WARRANTY ON THESE EXCLUDED PARTS, BUYER MUST LOOK TO THE ORIGINAL MANUFACTURER. AT BUYER'S WRITTEN REQUEST, SELLER WILL ASSIGN TO BUYER ANY WARRANTY RIGHTS IT MAY HAVE RECEIVED WITH RESPECT TO SUCH ITEMS OR PARTS TO THE EXTENT SUCH RIGHTS ARE ASSIGNABLE. NORMAL WEAR AND TEAR OF PARTS SUCH AS SEALS, TIRES, INNER TUBES, BULBS, LEAD-ACID BATTERIES, PACKINGS, AND SIMILAR CONSUMABLE PARTS, AS WELL AS THOSE PARTS WHOSE LIST PRICE IS \$50.00 OR LESS, ARE EXCLUDED FROM COVERAGE UNDER THIS WARRANTY.**

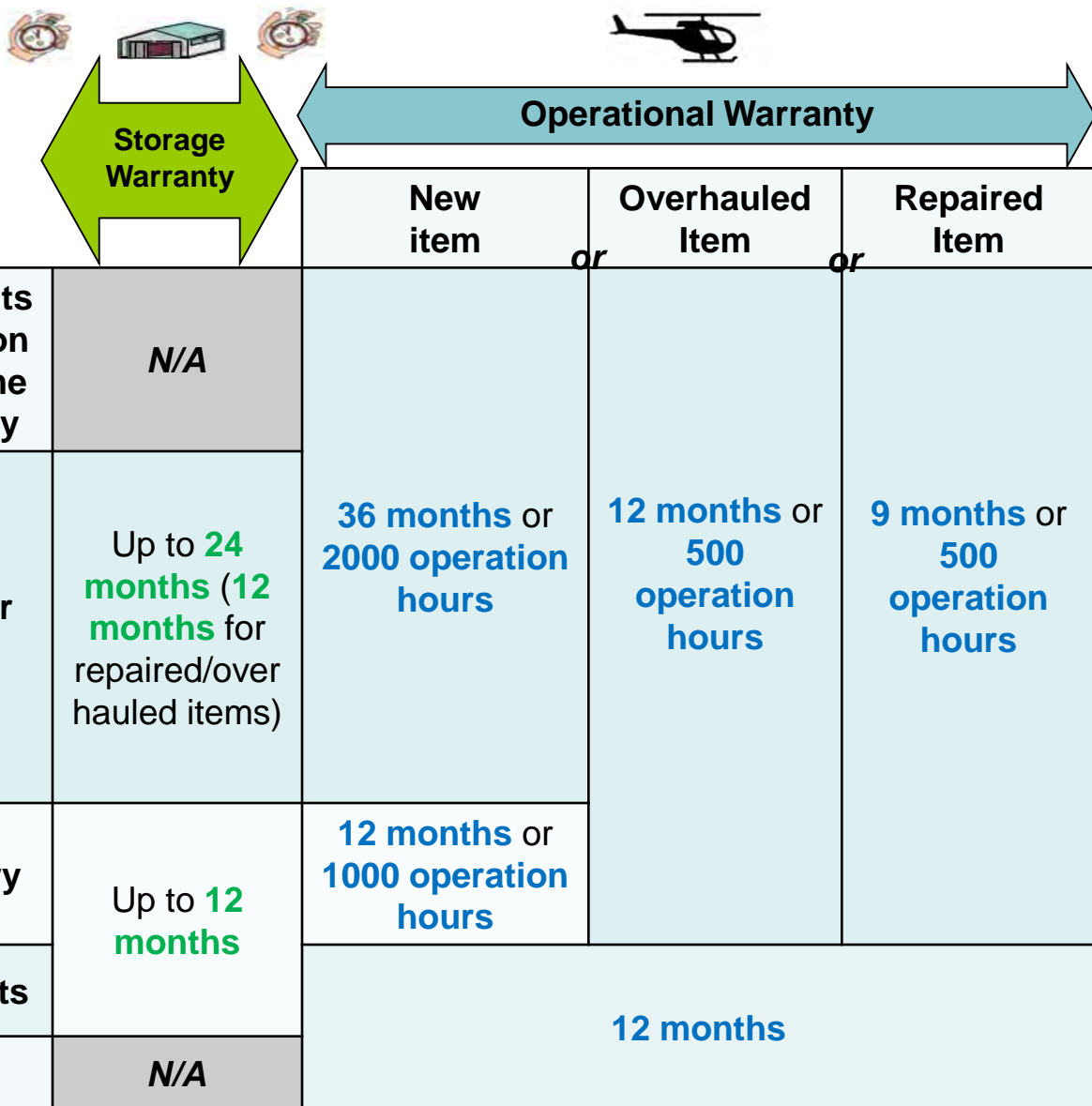
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# Warranty Coverage Overview

## Arriel 2D Engine

(Helicopter: H125-H130) from 01/01/2018



The warranty always expires whichever of the limits (operation hours or calendar) occurs first.

There is no limitation in hours for on-condition items.

Operational warranty begins after installation of the item or after the end of the storage warranty period, whichever occurs first. In any case, the warranty period cannot exceed the two cumulated warranty periods.

*Warranty is limited to specific conditions – please refer to Warranty Terms And Conditions for any detail*





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**WARRANTY TERMS AND CONDITIONS**  
**ARRIEL 2D ENGINE**  
**(HELICOPTER: H125 / H130)**

**Applicable to helicopters delivered from January 1st, 2018**

## 1 - PURPOSE

Safran Helicopter Engines warrants the ARRIEL 2D Equipment is free from defects in material or workmanship, for the warranty period described in article 3 and with the exception of the cases set out in article 4.3 below.

Safran Helicopter Engines does not warrant the Time Between Overhauls (TBO) of the Engine and Modules, nor the life limit of Life Limited Parts (LLP), nor the time limit of Usage Limited Parts (ULP).

The present warranty terms and conditions shall be supplemented by the current Safran Helicopter Engines General Sales Conditions.

## 2- DEFINITIONS

**Accessory** means a part accessible without removing the Engine from the helicopter airframe (LRU).

**Engine** means the ARRIEL 2D turbo-shaft Engine (Modules, accessories, parts).

**Equipment** means the Engine or the Module(s) or the Part(s) or the Accessory(ies), or the Spare Part(s).

**Module** means a subassembly of the Engine interchangeable on site, not requiring any adaptation work or complex tools.

**On condition equipment** means Equipment which is not subject to TBO (Time Between Overhaul).

**Part** means an internal part of the Engine or Module, accessible when the Engine is removed from the helicopter airframe and/or when a Module or Modules are removed from it by a Safran Helicopter Engines maintenance centre or in a Safran Helicopter Engines repair centre.

**Spare Parts** means spare parts to be used for field and/or modular maintenance procedure. Spare parts are identified in the Spare Parts Catalog issued by Safran Helicopter Engines.

**Tool(s)** means a part or assembly made by Safran Helicopter Engines or externally manufactured, necessary for the execution of a maintenance task as defined in the Safran Helicopter Engines Maintenance Manual or Maintenance Technical Instructions.

**Safran Helicopter Engines** means the company Safran Helicopter Engines, or its sites, affiliates.

### **3- TERM OF WARRANTY**

The present terms and conditions are applicable immediately and at least upon the date of shipment of the Equipment by Safran Helicopter Engines.

#### **3.1. Storage warranty**

##### **3.1.1 New Equipment**

Safran Helicopter Engines offers a 24 months storage warranty for Spare engines or Modules and a 12 months storage warranty for Accessories and Spare Parts.

There is no storage warranty for Equipment already installed on helicopter airframe at delivery.

##### **3.1.2 Overhauled and repaired Equipment**

Safran Helicopter Engines offers a 12 months storage warranty for overhauled and/or repaired Engines, Modules, Accessories and Spare Parts.

These 12 months storage warranty also applies to second-hand Engines, Modules and Accessories.

#### **3.2. Operational warranty**

Operational warranty starts at the end of the storage warranty period or at equipment installation on the helicopter airframe whichever occurs first.

##### **3.2.1 New equipment**

Safran Helicopter Engines offers an operational warranty of:

- **36 months or 2000 flying hours** for new Equipment installed on the helicopter airframe at aircraft delivery and for spare Engines or Modules
- **12 months or 1000 flying hours** for spare Accessories
- **12 months** for Spare Parts and Tools.

##### **3.2.2 Overhauled equipment**

Safran Helicopter Engines offers an operational warranty of:

- **12 months or 500 flying hours** for Engines, Modules, Accessories. This warranty also applies to second-hand Engines, Modules and Accessories with full TBO.

##### **3.2.3 Repaired Equipment**

Safran Helicopter Engines offers an operational warranty of:

- **9 months or 500 flying hours** only applicable on Modules and on Accessories affected by the repair (this warranty does not apply to the complete Engine). This warranty also applies to second-hand Engines, Modules and Accessories with partially consumed TBO.
- **12 months** for Spare Parts and Tools.

The warranty expires whichever limit (flying hours or calendar) occurs first.

There is no hours limitation for On-condition equipment.

The warranty period cannot exceed the two cumulated storage and operational warranty periods.

## **4- EXTENT OF THE WARRANTY**

### **4.1. Scope of application**

The warranty is limited to the repair or replacement at Safran Helicopter Engines's sole discretion of the Equipment found defective in material or workmanship and acknowledged as such after technical investigation performed by Safran Helicopter Engines. In the event of replacement, the Equipment unit replaced becomes the property of Safran Helicopter Engines.

Any Equipment repaired or replaced under the warranty benefits from:

- the warranty period outstanding on the initial warranty, or
- the warranty of the repaired or overhauled Equipment,

as the case may be the most favorable of both.

The customer bears the costs of troubleshooting, removal, assembly reinstallation and adjustment of his Equipment. The customer bears all transport costs, taxes and ancillary expenses entailed in shipment of non-repairable Equipment or consumables to Safran Helicopter Engines.

Transport costs, taxes and ancillary expenses entailed in shipment of Equipment are born by the customer if the warranty claim is not accepted by Safran Helicopter Engines.

The Engines and Modules shall be put at the disposal of Safran Helicopter Engines on the customer's premises and the repairable Accessories shall be shipped by the customer at Safran Helicopter Engines's expense (excluding taxes).

### **4.2. Conditions of application**

The warranties offered by Safran Helicopter Engines are conditional upon application of any Safran Helicopter Engines's written instructions including, without limitation, the:

- instructions and storage prescription in the Maintenance Manuals
- operating instructions
- technical documentation

Any Equipment must be operated in conformity with the normal conditions of use and in compliance with EASA/FAA or any other relevant airworthiness authorities' regulations applicable to the Equipment.

The warranty of any Equipment applies on condition that the engine log books, component log cards and exchangeable component log cards are strictly kept up to date.

### **4.3. Exclusions**

The warranties offered by Safran Helicopter Engines do not extend to:

- life Limited Parts or Usage Limited Parts removed having reached maximum time limit,
- labor costs for removal or reinstallation of the Equipment
- the cost of any modifications to be applied,
- repair or replacement of Equipment attributable to:
  - the deterioration of a component belonging to the helicopter airframe,
  - missing parts,
  - non-approved TM source parts,
  - removal or defacing of Safran Helicopter Engines's name, identification mark or serial number (S/N),
  - missing or incomplete Equipment documentation,
  - the normal deterioration, abnormal use, incorrect storage and operations of routine and scheduled maintenance,
  - erosion and corrosion,
  - ingestion of foreign bodies (FOD),
- equipment that cannot be identified as having been delivered originally with the Engine
- repairs made to Equipment by an organization not approved by Safran Helicopter Engines or not provided for in the Maintenance Manuals,
- equipment damaged in accidents, except where the operator can provide proof that the operating anomaly was not a consequence of the accident,
- abnormal use, such as use of the Equipment in attempts at record-setting, in races or in experimental flights,
- repair or replacement of Equipment attributable without limitation to flight in sand-laden atmosphere , fouling of the gas passage areas , lightning strike, immersion in water, hard landing of or dropped Equipment , propeller electrical leads shorting , use of OEI (One Engine Inoperative) rating, use of maximum contingency rating beyond the maximum limitation, overheating, sulphidation, incorrect handling, transport, packaging, protection
- any damage to the Equipment units consecutive to an event of force majeure. Force majeure comprises any unforeseeable, irresistible, independent event beyond the control of the operator such as and not limited to:
  - natural phenomena,
  - war declared or otherwise,
  - explosions, fires, etc.

### **4.4. The warranties offered to the customer may be neither extended, nor modified, nor changed, nor transferred without the prior written consent of Safran Helicopter Engines.**

## **5- WARRANTY CLAIMS PROCESSING**

The warranties apply when all of the following conditions are met:

- The customer submits a warranty claim form to Safran Helicopter Engines (by fax or e-mail) or submits it directly in Safran Helicopter Engines web portal.
- The customer sends the warranty claim for the Equipment presumed affected by a defect in material or workmanship within 15 (fifteen) calendar days following discovery of the defect.
- A copy of the logbook or log card and a blank purchase order / work order must be sent with the warranty claim form.
- The customer material must not be shipped by the customer prior to receive the Return Material Authorization (RMA) by the relevant Safran Helicopter Engines front office. As soon as the customer receives the RMA then he must send his Equipment to Safran Helicopter Engines Site listed on the RMA or call our service provider indicated into the RMA for a pickup service and direct shipment to the dedicated Safran Helicopter Engines repair centre under the conditions defined in article 4.1 above, together with the original of the warranty claim form. The up-to-date documentation and purchase order duly completed must be sent within the next 15 (fifteen) calendar days date of receipt of the Equipment at the Safran Helicopter Engines repair centre,
- The packaging complies with the prescriptions laid out in the technical documentation and bears the indications identifying the Equipment presumed affected by a defect together with the references of the Equipment on which the Equipment presumed affected by a defect in material or workmanship has been taken.
- For all customer warranty claims, Safran Helicopter Engines reserves the right to dispatch one of its representatives or a person delegated to inspect the Equipment on which such defect in material or workmanship has been discovered. That person shall have access to consult any document necessary to analyse the situation.
- For the new Equipment and the repaired Equipment, in the event the repair or replacement work lasts more than 7 days, this immobilization period will be added to the warranty period granted to the customer provided the customer is a consumer.

## 6- LIABILITY

Except if the customer is a consumer, the warranties are granted and accepted in place of all other warranties or conditions whether express or implied by statute or otherwise including without limitation any warranty or condition of merchantability or fitness or quality, conditions in contract or in tort or representations. In no event shall Safran Helicopter Engines be liable for any indirect, special, incidental, consequential damage (such as loss of profit, loss of contract, damage to third parties, etc.) arising from the defect in material or workmanship affecting the relevant Equipment.

## 7- APPLICABLE LAW AND DISPUTES

The Warranty Terms and Conditions are governed by French Law.

In the event of dispute, an expert may be appointed as agreed by the parties.

Any dispute arising between the parties concerning the Warranty that cannot be settled amicably within two (2) months following the written notification by one of the parties to the other will be submitted to the courts of Pau (France), which shall be the only competent court to have jurisdiction over the dispute, including in the event of impleader and plural defendants, and even for urgent or protective procedures, as summary proceedings or by petition.

### Care Program®

These Warranty Terms and Conditions are part of a larger customer program called **Care Program®** including:

- « **Warranty program** »: standard (Warranty Terms and Conditions) and extended warranties,
- « **Upgrades program** »: upgrades issued from Airworthiness Directives (ADs) or OEM classified in “support categories”.



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## TAB D Exhibits

- 1 H125 Technical Data
- 2 Warranties
- 3 AHI Terms & Conditions

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## TERMS AND CONDITIONS

### 1- PRICES AND TERMS OF PAYMENT

- (a) Prices shown on the Purchase Agreement (this "Purchase Agreement") are in U.S. dollars for Products shipped FCA (Incoterms® 2010) Seller's facility or F.O.B. to a common carrier at Seller's facility and do not include packaging and crating charges, federal, state or local taxes, excise tariffs or charges, custom duties or other levies, applicable to the manufacture or sale of the Products (as hereinafter defined), which charges, taxes, tariffs or other levies will be added by Seller to the purchase price and will be paid by Buyer.  
Buyer means the person, entity, or company to whom the Seller sells any Products and/or Services under the Contract. Seller means Airbus Helicopters, Inc.
- (b) Unless otherwise specified in this Purchase Agreement, Buyer shall pay the total unpaid purchase price, plus all applicable packing and crating charges, taxes, tariffs, customs duties and charges, at the time of delivery of the Products. In the event Buyer claims sales tax exemption for purposes of this delivery which is subsequently found non-exempt by the applicable taxing authority, then Buyer agrees to reimburse Seller for any unpaid taxes, interest and penalties assessed against the aircraft purchase by the taxing authority. The term "Products" as used herein shall include helicopters, parts, spare parts, tools, and other miscellaneous equipment and services that may be deliverable hereunder. All other defined terms used herein and not otherwise defined shall have the meanings assigned to those terms as set forth in the Maintenance Manual and Flight Manual (as such manuals are revised and amended from time to time) provided by Seller with each new helicopter sold by Seller, copies of which have been supplied to Buyer.
- (c) All payments shall be made at Seller's offices in Grand Prairie, Texas, without setoff.

### 2- DELIVERY AND ACCEPTANCE

- (a) The Products shall be delivered FCA (Incoterms® 2010) Seller's facility or F.O.B., to a common carrier at Seller's facility for shipment at Buyer's expense to destinations designated by Buyer. Title to and risk of loss for Products shall pass to Buyer upon delivery thereof to Buyer at Seller's facility or upon delivery thereof to a common carrier for shipment to Buyer unless otherwise specified on the face of this Purchase Agreement.
- (b) The Products shall be accepted by Buyer by an authorized and qualified representative of Buyer after inspection and, in the case of helicopters, flight test at Seller's facility or at such other location previously approved by Seller.
- (c) Buyer agrees to accept delivery of the Products in accordance with paragraph 2(b) hereof within ten (10) days after the delivery date set forth on the purchase agreement or, in the event delivery of the Products has been delayed by Seller, within ten (10) days after Seller shall have notified Buyer that the Products are ready for delivery.
- (d) In the event Buyer fails to accept delivery of the Products as provided herein, or fails to make any payments that may be due to Seller prior to or at delivery of any Products, or breaches any of the terms of provisions hereof, Seller may cancel this Purchase Agreement and retain all payments, including all deposits and/or down payments, theretofore made by Buyer to Seller, whether pursuant to this Purchase Agreement or otherwise, in satisfaction of any indebtedness of Buyer hereunder, and the retention by Seller of any such payments shall not preclude Seller from seeking additional or further damages from and against Buyer as Seller may elect.
- (e) Upon delivery of the Products to Buyer, Buyer shall immediately inspect the Products at its own cost and, if the

Products are found not to conform to the published specifications for such Products, shall give written notice to Seller of any claim to that effect within ten (10) days after arrival, setting forth in reasonable detail the manner in which the Products do not conform. If Buyer retains the Products after delivery without giving Seller such notice as required, such failure shall constitute an irrevocable acceptance of the Products by Buyer except with respect to defects not reasonably discoverable by such inspection.

- (f) After delivery of the helicopter, should Buyer delay flyaway from Seller's facility, Seller shall provide hangar keepers care and charge Buyer according to prevailing rates. In the event Seller provides Buyer a Ferry Pak at delivery, Buyer agrees to return the Ferry Pak within 30 days from delivery date or Seller will have the right to charge Buyer accordingly for the Ferry Pak.
- (g) Seller will comply with all mandatory service bulletins and airworthiness directives prior to delivery. Aircraft is to be delivered with an FAA Certificate of Airworthiness in the Standard category.

### 3- DELAYS

- (a) Seller shall not be responsible for, or liable to Buyer for any damages or expenses incurred by Buyer from any failure to perform or delay in performance by Seller due, in whole or in part, to "excusable delays." An "excusable delay" is any failure to perform or delay in performance that is due to causes beyond Seller's control including, but not limited to, acts of God, fire, explosion, acts of the public enemy, war, insurrection, sabotage, labor disputes (regardless of the reasonableness of demands of labor), shortage of labor, fuel, power or materials, failure or delays in transportation, equipment or machinery breakdown, failure or delay of Seller's sources of supplies, acts, orders or priorities (whether compliance therewith is mandatory or voluntary) of any government, state, or political subdivision or agency thereof or judicial action.
- (b) Buyer's failure to provide, not less than 90 days prior to the scheduled delivery date, complete materials, equipment, instructions and authorizations to Seller for installation of Customer Furnished Equipment (CFE) during the assembly process, which failure causes the Product to be nonconforming at the delivery date, shall not be cause for delay in delivery acceptance pursuant to paragraphs 2(c) and 2(e) above or in payment. Any additional costs incurred by Seller as a result of having to work around or reschedule the installation of Customer Furnished Equipment (CFE) due to Buyer's failure to deliver Customer Furnished Equipment (CFE) in a timely manner as provided above shall be invoiced to Buyer and paid by Buyer over and above the price on the Purchase Agreement at delivery. Buyer further shall provide to Seller at least 90 days prior to the scheduled delivery date a final paint scheme in order for Seller to schedule a paint booth slot, and any delay in delivery date due to Buyer's failure to provide Seller with a timely paint scheme may result in delays. Seller reserves the right to charge any additional costs incurred by Seller due to such delay.
- (c) Furthermore, any change request(s) by the Buyer may extend the delivery date or require an adjustment to the purchase price. In order not to impact delivery schedules, the parties agree to freeze the configuration at least ninety (90) days prior to scheduled delivery date unless mutually agreed by the parties. Any configuration change request from Buyer within 90 days of delivery date will not affect aircraft delivery, and the parties will execute a separate retrofit agreement for the additional scope of work. Seller is

authorized to send the Buyer an electronic sequential Confirmation Notice of Change Order by Buyer setting out the configuration change or contract revision, the adjusted purchase price, if any, and the revised delivery date. Buyer may reject, in writing or electronically, any Confirmation Notice that is unacceptable within five days of receipt of a Confirmation Notice from Seller. If timely rejected by Buyer, the Purchase Agreement, as amended, will remain in effect and the change order will lapse and not become a part of this agreement. Buyer's failure to respond timely to any Confirmation Notice will be deemed acceptance of the change order by Buyer, which will become part of the contract, as amended.

## 4- LIMITED WARRANTY

- (a) Seller warrants each new helicopter and parts manufactured by Airbus Helicopters S.A.S. (herein referred to as the "Helicopter Manufacturer") purchased under this agreement to be free from defects in material and workmanship under normal use and service. Seller's obligation under this warranty is limited to replacing or repairing parts or tools that have been returned to Seller's facility and, at the time of any repair or replacement, shall have been recognized by Seller, in its sole discretion, as subject to this warranty. To be eligible for repair or replacement under this warranty, the alleged failure must have occurred, as determined by Seller, within the following time limits:
  - (1) With respect to helicopters and optional equipment manufactured by the Helicopter Manufacturer: 2000 flying hours or -36- months after they are delivered to Buyer, whichever occurs first.  
Seller agrees to credit Buyer for reasonable labor costs solely related to direct removal and re-installation incurred for approved warranty claims during the first year of warranty coverage only. The credit will be subject to prior investigation and acceptance by Seller and will be credited to Buyer's trade account for future spares orders only. All credits must be used within 1 year of issue. All compensation for labor rates will be credited at \$190/hour.
  - (2) With respect to new spare parts, the earlier of: (i) 1000 flying hours; (ii) 12 months after installation; or (iii) 24 months after delivery to Buyer; and
  - (3) With respect to tools manufactured by the Helicopter Manufacturer, 24 months after the tool is delivered to Buyer.
- (b) The warranty period on the repaired or replacement part is the warranty period that was remaining on the defective part.
- (c) As soon as possible, but no later than fifteen (15) calendar days after the discovery of a defect, the Buyer shall furnish to the Seller, by using a warranty claim form provided by the Seller, the full details of its claim and the basis thereof. As soon as it receives the said form, the Seller will forward to the Buyer a warranty claim acknowledgment and a Return Material Authorization ("RMA") number. Within thirty (30) calendar days following the receipt of such documents the Buyer shall return the allegedly defective Parts to the Seller. If the Buyer fails to return the allegedly defective Parts in due time, the Seller reserves the right to invoice the replacement Parts which have been ordered or produced for the Buyer at the price stated in the relevant Seller's price list in force, or in the relevant quotation. Risk of loss for transportation of parts to Seller shall be borne entirely by Buyer. Upon return of parts from Seller to Buyer, the risk of loss for transportation shall be borne entirely by Seller. Other than shipping costs from AHI to Buyer, any insurance, customs expenses and other charges, as well as the expenses incurred by Buyer for the removal, re-installation and related costs and expenses with respect to such part or parts, shall be borne by Buyer. With AHI approval by Warranty Administrator, selected parts may be retained at Buyer's site to be scrapped locally. Claims will not be processed until a completed claim by

Buyer has been approved in writing by a Technical Representative of AHI and forwarded to and received by the AHI Warranty office, Grand Prairie, Texas.

**Note: Parts/Components ordered as replacement parts must be acknowledged as "warranty replacements" at the time of order.**

- (d) This warranty shall apply only to the extent the helicopter and the parts installed therein are operated and maintained in accordance with the instructions contained in the Flight Manual, the airframe or component Maintenance Manual (whichever is applicable), the Helicopter Manufacturer's and/or Seller's service bulletins, service letters or telexes, alert telexes, and maintenance notices, any other technical documentation or service information supplied by Seller to Buyer, and any revisions to any of the foregoing. This warranty shall apply to spares only to the extent they are properly stored and installed, operated, and maintained in accordance with the instructions contained in the Flight Manual, the airframe or component Maintenance Manual (whichever is applicable), the Helicopter Manufacturer's and/or Seller's service bulletins, service letters or telexes, alert telexes, and maintenance notices, any other technical documentation or service information supplied by Seller to Buyer, and any revisions to any of the foregoing. Seller's warranty shall not be enlarged, diminished, or affected by, and no obligation or liability shall arise out of, Seller's rendering technical advice, assistance or service in connection with the products purchased hereunder.
- (e) If Buyer modifies any helicopter or part sold hereunder in any manner for which Buyer has not received the prior written approval of Seller, such modification shall cause this warranty to terminate and be of no further force and effect.
- (f) This warranty shall not apply to any helicopter or part which has been repaired or altered outside Seller's factory in any way so as, in Seller's sole discretion, to affect its stability, safety or reliability, or which has been subject to misuse, common neglect, abuse, negligence or accident.
- (g) The word "part" as used in this Agreement means "a detail part with reference to a part number shown on a drawing parts list provided" by the Helicopter Manufacturer.
- (h) This warranty may not be extended, altered or varied unless a prior written agreement is signed between Buyer and Seller. This warranty is granted to Buyer personally and shall not be assigned by Buyer without Seller's prior written consent.
- (i) **SELLER AND THE HELICOPTER MANUFACTURER DISCLAIM AND EXCLUDE FROM THIS AGREEMENT ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, STATUTORY WARRANTIES, OTHER EXPRESS WARRANTIES, AND ANY IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE EXPRESS WARRANTY SET FORTH ABOVE IS GIVEN IN LIEU OF: (i) ALL OTHER WARRANTIES AND (ii) ANY OBLIGATION OR LIABILITY OF, RIGHT OR CLAIM AGAINST, OR REMEDY FROM SELLER OR THE HELICOPTER MANUFACTURER, IN CONTRACT OR IN TORT, INCLUDING PRODUCTS LIABILITY BASED ON SELLER'S OR THE HELICOPTER MANUFACTURER'S STRICT LIABILITY OR SELLER'S OR THE HELICOPTER MANUFACTURER'S NEGLIGENCE. THE RIGHTS AND REMEDIES PROVIDED IN THIS AGREEMENT ARE EXCLUSIVE IN CONNECTION WITH THE SALE OF THE HELICOPTER MANUFACTURER'S AND SELLER'S PRODUCT(S). THE STATED EXPRESS WARRANTY PROVIDED HEREIN IS IN LIEU OF ANY AND ALL LIABILITIES OR OBLIGATIONS OF THE HELICOPTER MANUFACTURER OR OF SELLER FOR ANY INJURIES, BODILY HARM, OR DAMAGES OF ANY TYPE, INCLUDING, BUT NOT LIMITED TO, ALL INCIDENTAL OR CONSEQUENTIAL DAMAGES, ALL LOSS, DAMAGE OR EXPENSE ARISING OUT OF OR IN CONNECTION WITH THE USE, LOSS OF**

USE, PERFORMANCE, OR NON-PERFORMANCE OF THE HELICOPTER MANUFACTURER'S AND/OR SELLER'S PRODUCTS, AND DAMAGES FROM ANY OTHER CAUSE.

THE HELICOPTER MANUFACTURER AND SELLER MAKE NO WARRANTY WITH RESPECT TO TURBINE ENGINES OR AVIONICS EQUIPMENT. FOR WARRANTY ON THESE EXCLUDED PARTS, BUYER MUST LOOK TO THE ORIGINAL MANUFACTURER. AT BUYER'S WRITTEN REQUEST, SELLER WILL ASSIGN TO BUYER ANY WARRANTY RIGHTS IT MAY HAVE RECEIVED WITH RESPECT TO SUCH ITEMS OR PARTS TO THE EXTENT SUCH RIGHTS ARE ASSIGNABLE. NORMAL WEAR AND TEAR OF PARTS SUCH AS SEALS, TIRES, INNER TUBES, BULBS, LEAD-ACID BATTERIES, PACKINGS, AND SIMILAR CONSUMABLE PARTS, AS WELL AS THOSE PARTS WHOSE LIST PRICE IS \$50.00 OR LESS, ARE EXCLUDED FROM COVERAGE UNDER THIS WARRANTY.

## 5- TECHNICAL PUBLICATIONS

- (a) Seller shall supply at no additional cost to Buyer:
  - (1) One interactive electronic support O.R.I.O.N (Optimized Reader for Internet and Other Networks) with the documentation necessary for the maintenance and for the identification of parts for operation and routine servicing, for each helicopter delivered. The Buyer has access through e-TechPub on Keycopter to:
    - o O.R.I.O.N Full Online for reading only
    - o O.R.I.O.N Light Online for download
  - (2) One Hard Copy of
    - o The Flight Manual, for each of Buyer's helicopter. The Flight Manual will be customized to Buyer's specific configuration at delivery.
  - (3) Access to Technical Information Publication on Internet (T.I.P.I.) for:
    - o The Service Bulletins and their subsequent updates;
    - o The Master Servicing Manual.
  - (4) At no additional cost for three (3) years:
    - o One (1) electronic support (EVIDOC CMM) with the documentation necessary for the maintenance of the components installed on the helicopter, and for which the suppliers have granted copyrights to Airbus Helicopters, for each helicopter purchased. The Buyer has access to the technical publication through e-TechPub on Keycopter.
  - (5) The technical publication is initially provided at the latest available revision level.
  - (6) Seller shall supply at no additional cost and as long as the helicopter is in operation, the updated of O.R.I.O.N and of the Flight Manual. The Master Servicing Manual and the Service Bulletins will be updated on T.I.P.I.

## 6- TRAINING

- (a) **Pilot Training**
  - (1) Seller shall provide at its facilities in Grand Prairie, Texas, transition training for -2- of Buyer's pilots who are proficient in helicopter flying for each new helicopter purchased hereunder provided i) such training is commenced within one (1) year of the delivery date hereunder, and ii) both pilots attend the same ground school. Separate ground schools are subject to additional pricing. Such flight training for each pilot shall be performed in Buyer's helicopter(s) after transfer of title to the helicopter(s) to Buyer, unless the parties specifically agree otherwise. Transition training shall consist of up to five (5) flight/simulation hours per pilot (depending on proficiency of the pilot) with formal ground school. Seller reserves the right to set minimum competency requirements for any pilot to be trained

hereunder and to refuse to train any pilot not meeting those requirements.

- (2) Buyer may elect to have more than -2- of his qualified pilots trained hereunder. Buyer shall be charged at the prevailing rate established by Seller for each additional pilot to be trained.
- (3) Buyer acknowledges that the transition procedures include, in addition to standard flight operations, the actual performance of emergency flight procedures simulating non-standard flight conditions. Buyer hereby accepts the risk of injury, loss, and damage associated with instruction in emergency flight procedures.
- (4) Buyer hereby assumes all risk of loss, injury and damage to Buyer's helicopter(s), employees, representatives or agents during any training including without limitation, consequential or incidental damages, loss of use or injury, regardless of cause or fault, and Buyer waives all right of recovery and subrogation against Seller, and its employees and agents for any such damage, injury or loss so sustained; provided, however, that this waiver and assumption of risk shall only apply to losses other than Product failures for which Seller may be responsible under the warranty provisions of this purchase agreement, in which case Seller's liability to Buyer, if any, shall be limited in accordance with the terms of that warranty. Buyer hereby warrants that Buyer's hull insurer has acknowledged this waiver of subrogation.
- (b) **Maintenance Training**
  - (1) For each new helicopter purchased hereunder, Seller will provide, in the Dallas/Fort Worth area, a ground course covering field maintenance on the engine and airframe. Buyer may elect to send up to -1- of its qualified mechanics to any scheduled training courses during the 6 months prior to delivery or up to 1 year after delivery. Seller reserves the right to set minimum competency requirements for any mechanic to be trained hereunder and to refuse to train any mechanic not meeting those requirements.
  - (2) Buyer may elect to have more than -1- of his qualified mechanics trained hereunder. Buyer shall be charged at the prevailing rate established by Seller for each additional mechanic to be trained.
- (c) **General**
  - (1) Buyer shall be responsible for loss or injury to Buyer's property, employees, representatives or agents at all times while at Seller's facilities when conversion or maintenance training is a reason for such time spent at Seller's facilities. Furthermore, Buyer shall hold Seller, its employees and agents harmless for any such loss or injury regardless of cause or fault.
  - (2) All expenses and liabilities of Buyer or Buyer's personnel for travel to and from, and stay in, the Dallas/Fort Worth, Texas area shall be borne by Buyer. Seller reserves the right to refuse to provide training to any pilot or mechanic at its sole discretion.
  - (3) The training and technical assistance provided for herein applies only to the original purchase of a new helicopter and is not transferable.

## 7- PRICE ADJUSTMENT AND PRODUCT SPECIFICATION CHANGE

- (a) Pursuant to new manufacturing or engineering requirements, obsolescence or new regulations, the Seller shall be entitled to carry out modifications without the consent of the Buyer, provided such modifications do not affect the specification, performance of the Product, Services or delivery time. Should the requirements affect specification, performance of the Product and/or Services, related costs and/or delivery time, the Seller and the Buyer shall mutually agree in writing to an equitable adjustment in the price and/or schedule to reflect the contractual consequences.



- (b) Any Buyer requested changes which result in an impact to cost and/or schedule require prior written agreement of the Seller and the Buyer to an equitable adjustment in price and/or schedule to reflect the contractual consequences.
- (c) Buyer agrees that the aircraft will remain "N" registered with the FAA and under US Ownership for a minimum period of nine (9) months after acceptance and delivery. In the event the aircraft is de-registered from the FAA prior to the stated nine (9) month period, Buyer agrees to pay Seller four percent (4%) of the total purchase price before any applicable discounts are applied within thirty (30) days from the date of de-registration of the aircraft.

## 8- DELIVERY AND ACCEPTANCE OF TRADE-IN AIRCRAFT

- (a) Buyer must tender trade-in aircraft for acceptance by Seller in an airworthy condition and must satisfy all of the following conditions:
  - (1) trade-in aircraft's engine(s) must pass power assurance checks conducted by Seller in its acceptance inspection of the aircraft;
  - (2) Buyer must deliver to Seller complete and accurate airframe and engine records showing compliance with all airworthiness directives and mandatory service bulletins applicable to trade-in aircraft;
  - (3) Buyer must deliver to Seller a complete set of updated maintenance manuals for trade-in aircraft unless originally delivered by CD ROM;
  - (4) trade-in aircraft must have no damage history or corrosion, unless acknowledged and accepted by Seller;
  - (5) Buyer must convey title to the trade-in aircraft free and clear of any liens, claims, security interests, charges or encumbrances of any kind;
  - (6) Buyer must deliver to Seller all standard ground handling equipment and protective covers for the trade-in aircraft;
  - (7) all equipment and systems installed on the trade-in aircraft at the time of the detailed inspection by Seller, which is provided for in paragraph 8(b) below, must be installed and fully operational and, if no detailed inspection is conducted, then all equipment and systems installed on the trade-in aircraft at the acceptance inspection by Seller, which is provided for in paragraph 8(b) below, must be installed and fully operational;
  - (8) no life-limited component installed on the aircraft at the time of the detailed inspection by Seller (provided for in paragraph 8(b) below) can be replaced thereafter unless required for the aircraft to remain airworthy, in which case the replacement component must have a time remaining value equal to, or greater than, the unit being replaced; and
  - (9) annual and/or other periodic inspection(s) as specified by Seller must be completed within the period(s) specified by Seller.

Seller will accept title to trade-in aircraft upon Buyer's compliance with all of the conditions enumerated above.

- (b) Seller shall be entitled to conduct a detailed inspection of the trade-in aircraft at Buyer's facility at a mutually agreeable time following execution of the Purchase Agreement by both parties. Seller shall be entitled to conduct an acceptance inspection of trade-in aircraft at Buyer's facility within a specified period of time acceptable to Seller following the date on which Buyer tenders the trade-in for acceptance by Seller by giving notice of tender in accordance with the notice provisions herein. The delivery date for Buyer to tender the trade-in to Seller for acceptance is specified on the face of this Purchase Agreement.
- (c) Any trade-in amount set forth in this Purchase Agreement will be contingent upon and subject to AHI's acceptance of the applicable trade-in aircraft. If Buyer fails to comply with

any of the conditions in paragraph 8(a), all costs necessary to correct the deficiencies, if correctable, will be borne by Buyer and all such deficiencies must be corrected to Seller's satisfaction before it shall be obligated to accept title to the trade-in aircraft. If Buyer fails to comply with any condition in paragraph 8(a) as of the delivery date specified herein for the trade-in aircraft, Seller, in its sole discretion, may specify, then or at any time thereafter, a period of time by which Buyer must cure the deficiencies to Seller's satisfaction; however, Seller is not obligated to allow Buyer any period of time to cure any such deficiencies. If Buyer fails to comply with paragraph 8(a), Seller may elect not to accept the trade-in aircraft, in which case the net purchase price owing by Buyer shall be adjusted accordingly. Any amount owing to Seller as a result of any such adjustment shall be due from and payable by Buyer on the payment terms specified on the face of this Purchase Agreement unless otherwise specified herein. Seller, at its option, shall be entitled to hold back \$\_\_\_\_\_ at time of delivery until such time as it can conduct a detailed inspection of the trade-in aircraft. Seller will return the holdback to Buyer, or any portion owing thereof, within thirty (30) days of the delivery date provided the trade-in aircraft requires no maintenance actions under paragraph 8(a), normal wear and tear excepted.

- (d) Buyer represents and warrants that when it conveys title to the trade-in aircraft to Seller:
  - (1) Buyer will have good and marketable title to said aircraft;
  - (2) Buyer will be the sole owner of said aircraft; and
  - (3) Buyer will be duly authorized and entitled to sell, transfer, convey, and assign all of its right, title and interest in and to said aircraft and will not violate any agreement or provision thereof by doing so.
- (e) In the event Seller shall acquire title to trade-in aircraft subject to any liens, claims, security interests, charges or encumbrances, Buyer shall promptly cause any such liens, claims, security interests, charges or encumbrances to be terminated, released, or otherwise discharged and shall hold Seller harmless against any liability arising from, relating to, or based upon any such lien, claim, security interest, charge, or encumbrance.

## 9- GENERAL

- (a) This Purchase Agreement and the rights of the parties hereto shall in every respect be governed by and construed in accordance with the substantive laws of the State of Texas without reference to the laws of any other state or jurisdiction. Buyer hereby irrevocably consents and agrees that any legal proceeding arising out of or in connection with this Agreement or the rights of the parties hereto may be commenced and prosecuted to conclusion in Dallas, Dallas County, Texas.
- (b) Buyer shall neither assign any rights nor delegate any duty under this Purchase Agreement without the prior written consent of Seller.
- (c) The undersigned signatory for Buyer hereby represents that he/she is Buyer's authorized representative and that Buyer is fully authorized and empowered to enter into this Purchase Agreement and has full authority to perform the terms and conditions hereof. This Purchase Agreement may be executed in multiple counterparts which together shall constitute the original hereof. The signature of either party exchanged by facsimile transmission or electronically via email shall be binding to the same extent, and have the same force and effect, as the exchange of an original written signature.
- (d) The language of each provision of this Purchase Agreement shall be construed as it relates to the entire agreement and accorded its fair meaning without regard to the person who drafted all or any part of this Purchase Agreement.
- (e) If any part of this Purchase Agreement shall be held by any court of competent jurisdiction to be illegal or unenforceable,

the rest of this Purchase Agreement shall not be affected and shall remain in full force and effect.

- (f) Nothing in this Purchase Agreement shall constitute or create a joint venture, partnership, agency, or any similar relationship between Buyer and Seller. Buyer agrees to take such other action and to execute and deliver such agreements or other documents as may be reasonably necessary or desirable to carry out the purposes of the provisions of this Purchase Agreement.
- (g) This Purchase Agreement may be executed and delivered by electronic means and upon such delivery the electronic signature shall constitute effective execution and is fully binding between the parties for all purposes.

## 10- NOTICES

All notices, requests, and other communications hereunder shall be in writing and shall be deemed to be given and received (a) when personally delivered by hand to the recipient or (b) three (3) days after deposit in registered or certified first class U.S. mail (or comparable national postal system, if appropriate), postage prepaid, or (c) transmitted by facsimile or electronically via email to the recipient at the address set forth under such recipient's name on the first page of this Purchase Agreement.

## 11- MODIFICATIONS

This Purchase Agreement constitutes the final written expression of all the terms of this Purchase Agreement and is the complete and exclusive statement of those terms. No modification or amendment, except for approved change order, made to the printed terms and conditions of this Purchase Agreement shall be effective until both parties shall have signified their acceptance thereto by separately initialing each modification or amendment. Any subsequent modification, amendment, or waiver to this Purchase Agreement must be in writing and signified by both Buyer and Seller. In the event of any contradictions and/or discrepancies between the parts of the Contract, precedence shall be given in the following decreasing order:

1. Purchase Agreement
2. Terms and Conditions of the Contract
3. Any other Annexes and /or appendices in their order of appearance

## 12- IMPORT/EXPORT ACKNOWLEDGEMENT

The Goods, Parts, Tooling, and Data covered by this Agreement may be subject to governmental rules and regulations including but not limited to the provisions of US Customs and Border Protection laws (Title 19 of the US Code) and regulations (Title 19 of the Code of Federal Regulations), the Export Administration Act of 1979 (50 USC 2401 et seq.), the Export Administration Regulations (EAR) promulgated thereunder (15 CFR 768-799), the US Arms Export Control Act (22 USC 2778 et seq.), the International Traffic in Arms Regulations (ITAR) (22 CFR 120-128 and 130), and non-U.S. export laws and regulations.

Buyer acknowledges that (1) these US statutes and regulations impose restrictions on the import from and export to countries outside the US of certain categories of goods, and data, (2) licenses from the US Department of State and/or the US Department of Commerce may be required before such goods, and data can be exported and in some cases, imported, (3) these licenses may impose additional restrictions on use and further disclosure of such goods and data, and (4) the export or disclosure of such goods and data to foreign persons is subject to these statutes, regulations, license requirements and restrictions regardless of whether the export occurs in the US or abroad. Notwithstanding the foregoing, the obligation to comply with such regulation shall survive any novation, assignment, or transfer of obligation between the parties.



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