SCOPE OF SERVICES

To enable the State to determine the capabilities of an offeror to perform the services specified in the RFP, the offeror shall respond to the following regarding its ability to meet the State's requirements.

NOTE: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found nonresponsive or be subject to point deductions.

Mandatory Requirements

To be eligible for consideration, an offeror shall meet all mandatory requirements noted herein. The State will determine whether an offeror's proposal complies with the requirements. Proposals that fail to meet any mandatory requirements listed in this RFP will be deemed non-responsive.

Introduction

The purpose of this RFP is to provide **one (1) Exclusive-Use Incident Awareness and Assessment Fixed-Wing Aircraft** for wildfire protection with the Montana Department of Natural Resources and Conservation (DNRC). The aircraft's Primary Base will be located in Montana and will be negotiated upon contract award.

The mission is to provide Incident Awareness and Assessment using sensors to enhance awareness during incident(s) in the wildland and urban interface and/or flying predetermined areas for fire mapping as well as fire detection during and after multiple ignition events. This resource provides enhanced situational awareness for incident response and support personnel by producing near real-time information.

The aircraft will be retained for a Mandatory Availability Period (MAP) of 120 consecutive days, the first contract term. The start of the MAP will be negotiated by DNRC and Contractor based on the current and predicted fire danger of each Contract year. Flights under this contract will be conducted predominantly at night.

1 MANDATORY AVAILABILITY AND AREA OF OPERATIONS

1.1 Availability Requirements. The MAP of this Contract is 120 consecutive days and may be extended by written agreement of DNRC and Contractor. The initial 120-day MAP will be for services of not less than 1080 minimum hours of services availability (minimum of 9 hours per day multiplied by 120 days).

1.2 MAP Notification and Movement to Primary Base. The start of the MAP will be negotiated by DNRC and Contractor upon contract execution. Upon agreement of the MAP start date, the Contractor shall transport the aircraft, support equipment, and all personnel to the Primary Base of operation at no cost to DNRC.

1.3 Daily Standby Requirements. Daily Standby means aircraft and required personnel must be available for a minimum of a nine (9) hour period, not to exceed fourteen

(14) hours each day, seven (7) days per week. Daily Standby period hours will generally be between 2200-0700 daily. DNRC may adjust hours of operation as the lightning and fire potential dictates. Contractor shall keep the aircraft in “ready condition" during any Daily Standby period. “Ready Condition” means in mechanical condition capable of performing the work required of the aircraft under this Contract. The aircraft will be subject to dispatch by DNRC at any time during the Daily Standby period.

If the Daily Standby period is extended, the Contractor shall be compensated for pilot and support personnel time at the rate for daily “Extended Standby” set forth in the Cost Proposal of the RFP. If the Contractor chooses to provide more than the required complement of support personnel to meet the minimum requirements for this Contract, Contractor will only be compensated for “Extended Standby” time for the required number set forth in the Cost Proposal.

The availability requirements will be deemed satisfied for the day when a pilot has flown the maximum allowable flight hours for that day.

1.4 Release from Availability (end of MAP). At the end of the MAP (120-days or agreed upon Extension Term), DNRC will pay flight time at the bid flight rate from the ending base of operations to the Contractor’s identified home base.

1.5 Unavailability or “Down Time”. Contractor agrees that when the aircraft does not meet the availability requirements, the aircraft will be considered unavailable, and no payment will be made. If the aircraft is in unapproved down time during any calendar day, Contractor is subject to forfeit 1/28th daily payment rounded to the next 30 minutes.

Each half hour (30 minutes) of downtime, the Contractor must forfeit 1/28th of the daily availability, unless DNRC has granted approval for a three (3) hour grace period.

Should original contracted aircraft become inoperative, Contractor may provide a replacement aircraft that meets the Contract specifications. It is at the sole discretion of DNRC to accept the replacement aircraft. If the Contractor cannot provide a replacement aircraft as stated above, they must notify DNRC in writing.

In the event the amount of down time exceeds 72 hours, DNRC reserves the right to terminate this Contract.

2 REQUIREMENTS FOR FEDERAL COOPERATION

This Contract requires Contractor compliance with the most current United States Forest Service (USFS) Aircraft Support Services Solicitation. As of January 2023, the current solicitation number is: 1202SA22R9102 - 2023 National Fixed Wing Services

Aircraft, pilot(s), mechanic(s), and equipment must meet federal approved standards with current carding (cards must not be expired) through the USFS or Department of Interior (DOI) Office of Aviation Services (OAS). For aircraft, pilot(s), mechanic(s), and equipment with card(s) expiring before June 1, the Contractor must provide proof of a federal inspection date. DNRC

may proceed with awarding the Contract for the Initial Term and any Renewal Terms in anticipation that the inspection will be passed, and federal carding will be approved for fire season. Aircraft, pilot(s), mechanic(s), and equipment must have current carding prior to performing any Services under the Contract and failure to obtain the required carding may result in Contract termination. It is the intent of the DNRC to obtain a cooperator letter with Region One, Forest Service (R1).

Standard Category Aircraft: DNRC may elect not to use individual Standard Category aircraft for passenger transport.

3 AIRCRAFT REQUIREMENTS

Offeror must state they understand and will comply with the requirements of Section 3. Any offeror unable to comply will be disqualified.

- Contracted aircraft with one pilot and relief for 7-day coverage during the Mandatory Availability Period (MAP)
- Infrared (IR) Equipment providing near-real time awareness
- Experienced Vendor supplied Mission Sensor Operator (MSO) with workstation (see section 4)

3.1 Primary Incident Awareness and Assessment (IAA) Mission Sets.

- Aircraft equipped with thermal sensors and software for Fire Detection and perimeter mapping
- Can support a single incident or Geographic Area Coordination Center (GACC) with multiple incidents/missions
- Can be tasked with wide area detection flight missions
- Capable of flying night or day missions
- Can map entire perimeter of small fires, or provide perimeter updates of large fires
- Inflight tasking can be provided during flight by email or other form of text messaging
- Flight planning will be done by vendor based on mission set requests

3.2 Deliverables.

- Information captured by the platform will be loaded to web service while in flight (i.e cellular or satellite) so data can be viewed in near real time
- Fire detection and mapping with processing and transfer will be to the States geospatial portal to inform a common operating picture
- Products will include KMZ/shapefiles and Ortho/Infrared imagery of the fire points or polygons as well as concentrations of heat or isolated hotspots
- Structures and other highly valued resources and assets can be identified and mapped with KMZ/shapefiles or imagery

3.3 Aircraft Performance Requirements.

- Single or Multi engine turbine or jet powered aircraft equipped as specified for national wildland fire Incident Assessment and Awareness (IAA) capabilities
- The aircraft furnished shall have certified power plant and airframe logbooks and other necessary papers substantiating the maintenance, overhaul, and airworthiness history
- Must have a Standard Airworthiness Certificate
- Aircraft certified under 14 CFR 23 or 25
- An aircraft make and model for which engineering and logistical support for continued airworthiness is provided from the current type certificate or supplemental type certificate holder
- VFR/IFR, Day/Night
- Fully equipped with 4-hours of fuel plus 30-minute reserve
- Cruise endurance of 4 hours @ 8000 ft pressure altitude – ISA plus 10°C plus a 30-minute reserve
- Cruise speed of 150 knots True Airspeed (TAS) @ 8000 ft. – ISA plus 20
- Each takeoff shall meet aircraft climb performance requirements of 14 CFR

3.4 Vendor Furnished Special Requirements.

- Air Tactical Avionics, Type 1 or better
- VHF-AM Radios: Total A/C Qty: 2
- VHF-FM Radios: Total A/C Qty: 2
- VHF-FM Programming Ports
- Drop Cord for aft Instructor position
- Push-To-Talk (PTT) cord for SIC/observer (TELEX PT-300 with VOX or equivalent)
- Push-To-Talk (PTT) cord for aft Instructor (TELEX PT-300 with VOX or equivalent)
- Aft Audio Control System
- Aeronautical GPS in lieu of a portable GPS
- GPS with Moving Map
- Traffic Advisory System (TAS)
- Autopilot
- Multi-Function Display (MFD)
- Dual USB charging ports, Qty: 3
- Flight hour meter, observable by pilot or right seat passenger, that will measure actual flight time from takeoff to landing in hours and tenths.
- TSO approved VOR/Localizer, Qty: 2
- TSO approved Glideslope, Qty: 2
- 2 TSO approved DME, Qty: 1 {Not required if GPS is IFR with current database}
- TSO approved Three Light Marker Beacon System, Qty: 1
- Satellite Weather system with XM Aviator subscription or equivalent
- Provisions for IFR operation meeting 14 CFR 135.163 & 135.165
- Individual Volume Controls: Separate audio level controls shall be provided for the pilot,

forward observer, and for the aft instructor/observer to independently adjust the intercom and receiver audio outputs to their respective headsets. Independent volume controls are required for each receiver and shall be a built-in, integral part of each audio controller.

- Two ACS-296, or equivalent, Audio Indicator Panels monitoring all installed radios:
    - Location 1: SIC/Observer's instrument panel, above the yoke and visible to both the PIC and SIC/Observer
    - Location 2: Easily viewable by the Instructor (directly behind the SIC/Observer)
- Automatic Dependent Surveillance-Broadcast (ADS-B) system "In" & "Out" (2020 Requirement)
- Air Conditioning - Manufacturer or STC installed air conditioning system that utilizes Freon as a cooling agent. This system must be fully functional as designed and provide cooling to the interior confines of the aircraft (a portable or stand-alone air cycle system is not acceptable).
- Pressurized, or with supplemental oxygen capabilities for flight crews for the duration of in accordance with the mission for the flight time at or above 10,000 Feet MSL
- Mountainous Terrain Flights
- Equipped with a TK-8 or similar IR camera with RGB, NIR, LWIR, MWIR, SWIR and paired with sophisticated software that automates payload operation and important mission-specific mapping, detection, and analysis tasks for upload to a geospatial portal

3.5 Aircraft Maintenance. A status sheet containing the status of inspections, ADs, and components having time/life limits must be available with each aircraft. A copy of the current maintenance record required by 14 CFR 91 must be kept with the aircraft, and at least every 12 flight hours or 7 days-whichever occurs first, transmitted to the Contractor's home office (location that the Certificate is held).

When less than 50 hours remain before the initial 100-hour inspection, the first 100-hour inspection shall be performed before or after the Daily Standby, or as approved by the Aviation Program Manager (APM) or designee.

Aircraft on an FAA Approved Aircraft Maintenance Program (for example 100-hour inspections, phase, or progressive type inspection), and after having flown 50 or more hours following the start of the MAP in excess of 30 days, may have a scheduled inspection performed or maintenance completed without the loss of availability. From that time, after every subsequent 100 hours of flight (+/- 10%), scheduled inspections or maintenance may be performed without the loss of availability as per the requirements below.

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

When the aircraft is available for service, it is the Contractor's responsibility to ensure that the flight crew is also available. If their flight crew is not available when the aircraft is returned to

service, unavailability will be assessed from that time until such time that they do become available.

If the entire calendar day is not used to perform maintenance, no credit for unused time will be granted.

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

For aircraft on the Contractor's operating certificate that are currently operating outside of the US, the current operating weight and balance must be submitted. These aircraft must be weighed no later than the initial Contract inspection.

Prior to performing services, the Contractor must ensure that all maintenance deficiencies have been corrected or deferred in accordance with the Contractor's accepted/approved maintenance program. In accordance with the appropriate Federal Aviation Regulations (FAR) or the approved maintenance program, the Contractor must correct deficiencies that occur during Contract performance.

For standard category aircraft conducting personnel transportation, new or overhauled engines and aircraft transmissions will have accumulated a minimum of five (5) flight hours at the Contractor's expense before use by DNRC. For restricted category aircraft, new or overhauled engines and transmissions will have accumulated one (1) flight hour at the Contractor's expense before use by DNRC.

The Contractor must, at their own expense, perform a functional maintenance check flight in accordance with FAA Maintenance Procedures following installation, overhaul, major repair, or replacement of any engine, power train, rotor system, flight control system, or when requested by the APM or designee. This must be accomplished before the aircraft resumes service under the Contract.

In the event an aircraft becomes unavailable due to a maintenance issue, it is the Contractor's responsibility to ensure that any maintenance is completed correctly in accordance with FAA regulations. A certified aviation maintenance technician will complete the necessary work and make the appropriate entry in the aircraft logbook.

When this has been completed and the PIC agrees with the logbook entry, the PIC makes the decision the aircraft is ready to return to service. The PIC will then inform the Region One (R1) USFS Aviation Maintenance Inspector (AMI) or designee and the DNRC Aircraft Mechanic Manager (AMM) that the aircraft is in service. The PIC will inform the R1 AMI or designee and

the DNRC AMM of the Contractor's actions, provide evidence in the form of pictures and/or aircraft record/logbook entries documenting the corrective action, including the date, signature, and certificate number of the person clearing the deficiency, and the AMI or designee will return the aircraft to contract. Aircraft will not be dispatched to an incident prior to being returned to contract by the AMI or designee.

Federal agencies may keep MT DNRC aircraft from operating on federal protection until the maintenance has been approved by their inspector. However, this will not stop flights on DNRC land or protection when approved by DNRC AMM.

The Contractor must immediately notify the R1 AMI or designee and DNRC AMM of any change to any engine, power train, flight control, or major airframe component or of any major repair following an incident or accident and must describe the circumstances involved.

3.6 Maintenance Flights. A functional maintenance flight must be performed following overhaul, repair, reinstallation, and/or replacement of any engine, power train, rotor system, or flight control equipment and following any adjustment of the flight control or engine systems before the aircraft is returned to availability.

4 KEY PERSON REQUIREMENTS

Offeror must state they understand and will comply with the requirements of Section 4. Any offeror unable to comply will be disqualified.

The mission's minimum crew configuration is for two (2) positions (required):

1. Pilot (PIC)
2. Mission Sensor Operator (MSO)

4.1 Pilot(s). Pilot shall be carded by the USDA Forest Service (USFS) or Department of Interior, Office of Aviation Services (OAS). Completed Pilot Qualifications and Approval Record Form and pilot records will be required.

- Pilots shall be rated by the BLM, USFS, or OAS
- FAA pilot certificates
- Current FAA pilot medical certificate
- Copy of a signed Pilot Operations Briefing Certificate

4.2 Mission Sensor Operator(s). Must be competent in operating imagery equipment, software, and producing deliverables referenced in Section 3.2.

4.3 Mechanic(s). Completed A&P Qualifications and Approval Record form with applicable qualifying mechanic's records.

4.4 Pilot Flight and Duty Limitations. The following are Duty Limitations for all pilots assigned under this Contract:

- Assigned duty of any kind must not exceed fourteen (14) hours in any twenty-four (24)

hour period.

- “Duty” includes flight time, ground duty of any kind, and standby. Local travel up to a maximum of thirty (30) minutes each way between the worksite and place of lodging will not be considered duty time.
- The pilot must be given two (2) calendar days of rest (off duty) within any fourteen (14) consecutive calendar days.
- The pilot must be given a minimum of ten (10) consecutive hours of rest (off duty) prior to any assigned duty period.
- If the Contractor has a crew swap in the middle of the duty day, hours worked for both crews will count toward the fourteen (14) hour duty day, they will not be split between the two crews. However, the two crews cannot be paid/reimbursed to be on at the same time.

The following are Flight Time Limitations for all pilots assigned under this Contract:

- Pilots must be limited to a maximum of eight (8) hours flight time during any assigned duty period.
- A Maximum of 42 hours flight time may be flown during any consecutive six-day period. When a pilot accrues 36 or more flight hours in a consecutive six-day period, the pilot will be given the following full calendar day off-duty. Following any day-off, a new six-day cycle begins with 0 cumulative flight time.
- Each pilot must report all flight time, regardless of how or where performed, except personal pleasure flying.
- Primary pilots and relief pilots reporting for duty may be required to furnish a record of all duty and flight time during the previous fourteen (14) days. This record will be used to administer flight and duty time limitations.
- Flight time to and from a duty station as a PIC (commuting) must be reported and counted toward limitations if it is flown on a duty day. “Flight time” includes but is not limited to: military flight time; charter; flight instruction; 14 CFR 61.56 flight review; flight examinations by FAA designees; any flight time for which a pilot is compensated; or any other flight time of a commercial nature, whether compensated or not.
- Pilot flight time computations will begin at liftoff and end at touchdown and will be computed from the flight hour meter installed in the aircraft.

DNRC may issue a notice to adjust limits of one or more of the following for a specific geographic area or on an Agency-wide basis:

- Decrease the assigned duty period;
- Decrease maximum flight hours allowed per day;
- Decrease the number of personnel duty days; and
- Increase number of days off.

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

4.5 Pilot Authority and Responsibility. The pilot shall maintain accurate evaluation and flight records of all flight activity. Contractor shall require pilot to ensure all aircraft loads are safe for the aircraft, and to ensure a load does not exceed the authorized gross weight limits or center of gravity limits of the aircraft. The pilot shall fly the aircraft to the best of his/her ability in the performance of the Services. The pilot must be in command of the aircraft and the final decision whether a job can be done safely rests with him/her.

The pilot is responsible for computing the aircraft's weight and balance for all flights and for ensuring that the gross weight and center of gravity do not exceed the aircraft's limitations. The pilot must also properly secure all cargo.

When the aircraft is not available due to required unscheduled maintenance, a pilot may function as a mechanic only if they possess a valid FAA mechanic certificate with the appropriate airframe and power plant ratings or if they are performing preventative maintenance in accordance with 14 CFR 43.3. Any time during which the pilot is engaged in mechanic duties, performing unscheduled maintenance, or as a pilot performing preventative maintenance, will apply against the pilot's duty day limitations. All time in excess of two (2) hours (not necessarily consecutive) must also apply against the pilot's flight limitations. After two (2) hours, every hour spent as a mechanic, or a pilot performing preventative maintenance, will be applied against pilot flight time limitation one to one.

Only a certificated mechanic (holding an airframe and power plant rating) may perform scheduled maintenance and inspections. The primary or relief pilot on duty as a pilot must not perform scheduled maintenance and inspections.

5 FLIGHT OPERATIONS

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

After Contract Effective Date, the Contractor should notify the Flight Standards District Office that, in the performance of Contract Services, public operations will occur. More information on this notification can be found at:
https://www.faa.gov/documentLibrary/media/Advisory_Circular/AC_00-1.1B.pdf

Unless otherwise indicated herein, or otherwise authorized by the APM or designee, the Contractor shall comply with the certifications and operation specifications of their 14 CFR Part 119, 133, 135, and 137 commercial operating certificates. Although DNRC has elected to identify public flights and deviations that are necessary, this does not relieve the Contractor from adherence to aircraft airworthiness certification standards. Pilots shall conform to flight manual and federal airspace regulations unless a deviation is reasonable and necessary to meet DNRC objectives.

5.2 Safety Reporting. Safety reporting must be in accordance with the contractor's safety management system, 1500 manual, and any applicable FAA regulations. Contractor shall report any aircraft accident or incident to the DNRC APM or designee within twenty-four (24) hours of occurrence. Investigation will follow if appropriate.

5.3 Flight Following. Automated flight following systems must be compatible with the government's tracking program (aff.gov). Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the Northern Rockies Mobilization Guide.

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

6 INVOICING AND PAYMENT

6.1 Method of Measurement and Basis of Payment.

- Movement to Primary Base (start of 120-day MAP): Contractor shall transport the aircraft, support equipment, and all personnel to the designated base of operation at no cost to DNRC.
- Flight Time: DNRC will pay Contractor for all compensable flight hours which will be calculated from Hobbs meter. Flying time must be logged in 1/10 hours from the time of each authorized takeoff until the aircraft comes to rest at the completion of the flight.
- Compensation for flight time will be paid at the bid flight rate. Flight time will be measured in hours and tenths and will begin when the aircraft lifts off on an ordered flight and ends when the aircraft has landed. All flights will be recorded on a DNRC Daily Cost Summary; start and stop times must be recorded and converted to hours and tenths.

6.2 Daily Availability and Flight Rates. Both bid flight rate and daily availability rate should be inclusive of all fuel, scheduled maintenance, data plans, and other use costs associated with this aircraft. This is considered a "wet" rate.

6.3 Meals and Lodging. State will not provide meals and lodging when services at the Primary Base. For Secondary Base or Area of Operations, DNRC will reimburse Contractor as listed below.

- DNRC will reimburse Contractor at federal U.S. General Services Administration

(GSA) Domestic Per Diem rate(s) for Secondary Area of Operation only for meals and lodging that are essential for Contractor's discharge of assignments by DNRC. GSA Domestic Per Diem rates may be found at: https://www.gsa.gov/travel/plan-book/per-diem-rates

- The State of Montana does not recognize the $5 incidental charge as a reimbursable expense. All meal rates will be reimbursed at the actual listed rate per meal.
- DNRC will not reimburse for Secondary Area of Operation Per Diem if Contractor's personnel are returning to their Primary Base lodging each day. Example: Aircraft is dispatched to a fire and requested to Remain Overnight (RON) at the Secondary Area of Operation. In this scenario, DNRC would reimburse the Contractor at the federal GSA Domestic Per Diem rate for the pilot and required crew. When RON applies, it must be documented on the DNRC Daily Cost Summary as described in Cost Proposal.

6.4 Transportation to and from Primary Base. Contractor is responsible for the cost of crew transportation to and from the Primary Base of operation during the MAP and any Extension Terms.

6.5 Relief Crew. The Contractor must provide a qualified relief crew, consisting of pilot(s), fuel truck driver, and mechanics (when required to perform maintenance) that is available to perform duties during the regular crewmember's scheduled days off, at no additional cost to DNRC.

6.6 Release from Availability (end of MAP). At the end of the MAP (120-days or agreed Extension Terms) DNRC will pay flight time from the ending base of operations to the Contractor's home base.

6.7 Documentation. The PIC or MSO will provide the DNRC representative with daily start and end pictures of the HOBBs meter. The DNRC Daily Cost Summary must be completed by the DNRC representative at the conclusion of each day. Known distance flown and known speed of aircraft will be used as a basis to determine that flight time is reasonable. No payment will be made for unreasonable flight time as determined by the APM or designee.

The DNRC Daily Cost Summary must have a record of availability signed by the PIC and APM or designee.

Each DNRC Daily Cost Summary must be reviewed and signed by the Contractor's representative or PIC who will return it to the APM or designee. Any erasures or other corrections must be initialed by the PIC or APM or designee as appropriate.

Daily, the APM or designee and the pilot will be responsible for recording on the DNRC Daily Cost Summary with the following:

- Flight date
- Resource Request Number – Generated in Incident Resource Ordering Capability (IROC) (*Note: For lend lease flights when the aircraft is assigned to incident, a new Resource Request Number will not be generated for the DNRC Daily Cost Summary. In this case, use the resource number from the incident the aircraft is assigned to)*
- Aircraft registration number
- Contractor name
- Incident number and name
- Name of pilot and support personnel present
- Location from which flight time or ferry for the day commenced, and beginning time
- Location at which flight time or ferry for the day ended, and time flight ended
- Flight rate
- Unavailability time or down time
- Remain Over Night (RON) – (Yes or No?) (*Note: Not applicable when personnel are returning to their Primary Base lodging, from a secondary location)*; and
- Any other item(s) pertinent to establishing the net sum for compensation and reimbursement due to the Contractor (per diem, etc)

In the event the aircraft or fuel servicing vehicle is required to be moved to a Secondary Area of Operation or landing spot, DNRC will reimburse the Contractor at the flight rate set forth in Cost Proposal.

6.8 Invoices. Contractor shall invoice the DNRC on a semi-monthly basis to include additional flight time costs incurred, minus down time deduction charges, if any. An invoice submitted by the Contractor and agreed upon by DNRC will start the payment process.

Flight time must be logged daily in compliance with the provisions described above and turned in daily to be acknowledged by APM or designee. The signed DNRC Daily Cost Summary and resource order from IROC will be the basis for payment for flight time.

The administrative office for payment is:

DNRC Forestry Division Office
Attn: Fire Finance
Address: 2705 Spurgin Road
Missoula, MT 59804
E-mail Address: DNRCFireContracting@mt.gov

Payments will be made no later than thirty (30) days from date of receipt of invoice (Section 17-8-242(2), MCA). Simple interest at the rate of 0.05% each day on amounts due for services received will be applied to late payments (Section 17-8-242(1), MCA).

OFFEROR QUALIFICATIONS

To enable the State to determine the capabilities of an offeror to perform the services specified in the RFP, the offeror shall respond to the following regarding its ability to meet the State's requirements.

NOTE: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found nonresponsive or be subject to point deductions.

References. The State reserves the right to request references from the highest-scoring offeror prior to contract execution.

Company Profile and Experience. Offeror shall provide documentation establishing the individual or company submitting the proposal has the qualifications and experience to provide the services specified in this RFP, including, at a minimum:

- a detailed description of any similar past projects, including the service type and dates the services were provided;
- the client for whom the services were provided; and
- a general description of the firm including its primary source of business, organizational structure and size, number of employees, years of experience performing services similar to those described within this RFP.

Equal Pay for Montana Women. Executive Order No. 12-2016 promoting equal pay for Montana women directs the Department of Administration to include incentives in the RFP process for contractors who engage in best practices to promote wage transparency. These best practices include the following:

(a) posting salary ranges in employment listings;
(b) certifying that the contractor will not ask about wage history in employee interviews; and
(c) certifying that the contractor will not retaliate or discriminate against employees who discuss or disclose their wages in the workplace.

COST PROPOSAL

Offerors *must* use this RFP Cost Proposal provided. This proposal serves as the primary representation of the offeror's cost/price. Offeror should include additional information as necessary to explain the offeror's cost/price.

DNRC will evaluate the reasonableness of the price, when compared to the overall capabilities and services being offered. Contractor shall submit a Daily Availability and Flight Rate price per hour in the table below.

Aircraft Make	Model	FAA "N" Number	Flight Rate Per Hour (Wet Rate)	Daily Availability (Wet Rate)

The following rates have been pre-determined by the State:

- Extended Standby Rate for a maximum of four (4) persons (beyond 9-hour Daily Standby, not to exceed 14 hours and does not compensate mechanics for routine maintenance after shift has ended): **$56.00 per person/per hour**
- Remain Overnight (RON) reimbursed at federal GSA domestic per diem rate(s)
- Per Diem reimbursed at federal GSA domestic per diem rate(s)

1 PAYMENT PROCEDURES

All flight time, daily availability, and other authorized charges or deductions shall be recorded on the DNRC Daily Cost Summary. At the end of each day, data shall be reviewed by the Aviation Program Manager and the Contractor's representative. Approved DNRC Daily Cost Summary reports will be packaged for payment on a semi-monthly basis for submission to the Aviation Program Manager. The Contractor and the State should endeavor to audit the invoices in a timely manner in order to correct deficiencies prior to payment being made.

2 PAYMENTS

2.1 Payment for Flight. The State will pay for all flights ordered and flown by the Contractor at the rates set forth in the Agreement. Daily availability is guaranteed under this Agreement. Flight hours are not guaranteed under this Agreement. Both bid flight rate and daily availability rate should be inclusive of all fuel, scheduled maintenance, data plans, and other use costs associated with this aircraft.

2.2 Payment for Availability. Payment of availability will be made at the applicable daily rate in the Agreement and will be recorded on the DNRC Daily Cost Summary as appropriate. The State will pay daily availability as specified in the Agreement minus any reductions due to unavailability. The maximum amount of availability to be earned per day is the daily availability offered amount.

Daily availability will be computed for the first 9 hours of scheduled duty.

The awarded daily availability rate shall include all fixed and variable costs (depreciation, salaries, overnight allowances, overhead, permanent shop facilities, etc.) incurred in providing continuous service exclusive of those costs directly attributed to actual flight.

If aircraft is considered unavailable and is in unapproved downtime, for each half hour (30 minutes) of downtime, the Contractor must forfeit 1/28th of the daily availability, unless DNRC has granted approval for a three (3) hour grace period.

2.3 Payment for Extended Standby. During the period when the flight crew is required by the HMGB or other DNRC representative to be on standby beyond the first nine hours required for availability, the Contractor will be paid at an hourly extended standby rate (rounded-up to the next full hour) for each authorized flight crew member, plus each authorized maintenance crew member. Ordered Standby will be recorded on the DNRC Daily Cost Summary in whole hours with the maximum daily hours not to exceed 14 hours.

2.4 Payment for Additional Items. The Contractor is responsible to initially pay for all costs required for their operations under this solicitation. Charges incurred by the Contractor for personnel per diem, lodging, and travel costs when RON at the Secondary Area of Operation, and other approved incidentals are additional to the bid rates shown on the pricing

sheet and shall be billed separately to the State in accordance with the specifications of the Agreement.

All charges will require signed, dated receipts for products or services billed.

Personnel per diem and lodging shall be billed at the GSA standard domestic rates, minus the $5 incidental payment for per diem.

Documents for additional items will be packaged along with flight invoices on a semi-monthly basis.

EVALUATION PROCESS

BASIS OF EVALUATION

The evaluator/evaluation committee will review and evaluate the offers according to the following criteria based on a total number of 2500 points.

The Ability to Meet Provision of Services and Company Profile and Experience portions of the proposal will be evaluated based on the following Scoring Guide.

The Cost Proposal will be evaluated based on the formula set forth below. Lowest overall cost receives the maximum allotted points. All other proposals receive a percentage of the points available based on their cost relationship to the lowest. Example:

Total possible points for cost are 600. Offeror A's cost is $20,000. Offeror B's cost is $30,000. Offeror A would receive 600 points. Offeror B would receive 402 points (($20,000/$30,000) = 67% x 600 points = 402).

$$\frac{\text{Lowest Responsive Offer Total Cost}}{\text{This Offeror's Total Cost}} \times \text{Number of available points} = \text{Award Points}$$

SCORING GUIDE

In awarding points to the evaluation criteria, the evaluator/evaluation committee will consider the following guidelines:

Superior Response (95-100%): A superior response is an exceptional reply that completely and comprehensively meets all of the requirements of the RFP. In addition, the response may cover areas not originally addressed within the RFP and/or include additional information and recommendations that would prove both valuable and beneficial to the agency.

Good Response (75-94%): A good response clearly meets all the requirements of the RFP and demonstrates in an unambiguous and concise manner a thorough knowledge and understanding of the project, with no deficiencies noted.

Fair Response (60-74%): A fair response minimally meets most requirements set forth in the RFP. The offeror demonstrates some ability to comply with guidelines and requirements of the

project, but knowledge of the subject matter is limited.

Failed Response (59% or less): A failed response does not meet the requirements set forth in the RFP. The offeror has not demonstrated sufficient knowledge of the subject matter.

EVALUATION CRITERIA

Evaluated RFP Section	Point Values (2500 Points Total)
Provision of Services	**60% of points for a possible 1500 points**
Aircraft Performance/Desirable Features	
- Aircraft Endurance (min 4 hours)	100 pts for min, 50 pts per ½ hour (300 pts max)
- Aircraft Cruise Speed (min 150 kts)	100 pts for min, 50 pts per 50 kts (300 pts max)
- Aircraft Payload (min 705 lbs)	100 pts for min
- Data Transfer Speed: Satellite or Cellular	100 pts for satellite, 50 points for cellular
- Aircraft Sensor Capabilities (min RGB, NIR, LWIR, SWIR)	200 pts for min
- Added Sensors, capabilities	50 pts for each added capability (max 100 pts)
Management Personnel Requirements	400 points
- Pilots	- 150 points
- Mission Sensor Operator	- 100 points
- Mechanic	- 150 points
Company Profile and Experience	**16% of points for a possible 400 points**
Years in Business	150 points
Relevant Past Projects	250 points
Resumes	
Cost Proposal	**24% of points for a possible 600 points**
Flight Rate Price Evaluation	200 points
Daily Availability Price Evaluation	400 Points
Equal Pay for Montana Women	5% Bonus Points
Equal Pay for MT Women Compliance	125 Points