

## 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 nonresponsive.

## **1 INTRODUCTION**

The purpose of this RFP is to provide one (1) exclusive-use type 1 twin-turbine powered, tanked helicopter for wildfire protection with the Montana Department of Natural Resources and Conservation (DNRC). The helicopter's Primary Base will be located in Montana and will be negotiated upon contract award. Secondary Base or Area of Operation location will be dependent on fire activity and repositioning may occur at any time.

The helicopter will be used for fixed-tank application of water (or other fire suppression chemicals) and movement of cargo. The helicopter will be retained for a Mandatory Availability Period (MAP) of 90 consecutive days, the first contract term. DNRC will determine the beginning date of the MAP, based on the current and predicted fire danger of each Contract year, and will notify Contractor of that date in writing.

## **2 MANDATORY AVAILABILITY AND AREA OF OPERATIONS**

**2.1 Availability Requirements.** The MAP of this Contract is 90 consecutive days and may be extended by written agreement of DNRC and Contractor. The initial 90-day MAP will be for services of not less than 810 minimum hours of services availability (minimum of 9 hours per day multiplied by 90 days).

**2.2 MAP Notification, Movement to Primary Base, and Daily Standby Requirements.** DNRC will notify the Contractor fourteen (14) calendar days prior to the MAP start date and Contractor shall ensure the helicopter and required service equipment is in place and operational on the fifteenth day at a predetermined start time.

The fourteen (14) day notice requirement can be waived when agreed upon by the Contractor and DNRC. Upon being notified of the MAP start date, the Contractor shall transport the helicopter, support equipment, and all personnel to the Primary Base of operation at no cost to DNRC.

**2.3 Daily Standby Requirements.** Daily Standby means helicopter(s) 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 0900 - 1800 daily. DNRC may adjust hours of operation as the daylight and fire potential dictates. Contractor shall keep the helicopter 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 helicopter will be subject to dispatch by DNRC at any time during the Daily Standby period. Contractor shall pre-flight the helicopter daily and must maintain the helicopter ready to be airborne and fully functional within five (5) minutes of the mission briefing by the Helicopter Manager (HMGB).

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 Section 5 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 Section 5 Cost Proposal.

If DNRC requests an extra fuel truck and/or a support person for simultaneous operations at more than one base, Contractor shall be compensated for fuel truck mileage and "Extended Standby" time for the support person at the rate set forth in Section 5 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.

**2.4 Additional Aircraft During Extreme Fire Danger.** If mutually agreed upon by the Contractor and DNRC, the Contractor may provide additional helicopter(s) with all fuel, aircrew, support personnel, and equipment as described in this Contract at the rates listed in Section 5 Cost Proposal.

**2.5 Secondary Area(s) of Operation.** DNRC has interagency and cooperative agreements with Federal and State agencies and private landholders and may utilize the aircraft under this Contract for such cooperative use.

DNRC, in its sole discretion, may require the Contractor to move the aircraft from the Primary Base to provide services from any other location in the State of Montana, another state or province (through a Compact Agreement) ("Secondary Area of Operation") as a contingency for fire emergency or as otherwise determined by DNRC to be in best interests of the State.

Upon notification to move helicopter to a Secondary Area of Operation (non-emergency dispatch for relocation), the helicopter and pilot must be airborne within one (1) hour of being notified of the Secondary Area of Operation.

A web-based mapping service (such as Google Maps) will be used to determine driving time.

The fuel truck, service vehicle (if applicable) and qualified personnel shall arrive at the Secondary Area of Operation within a reasonable time, and not to exceed twelve (12) hours within the State of Montana.

When the Secondary Area of Operation is outside the State of Montana, travel time for the fuel truck, service vehicle (if applicable) and personnel will be based on web-based mapping service directions and verified with Contractor to establish estimated arrival times.

**2.6 Release from Availability (end of MAP).** At the end of the MAP (90-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.

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

Each half hour (30 minutes) of downtime, the Contractor must forfeit 1/28<sup>th</sup> 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 helicopter that meets the Contract specifications. It is at the sole discretion of DNRC to accept the replacement helicopter. If the Contractor cannot provide a replacement helicopter 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.

### **3 REQUIREMENTS FOR FEDERAL COOPERATION**

This Contract requires Contractor compliance with the most current United States Forest Service (USFS) Helicopter Support Services Solicitation. As of January 2023, the current solicitation number is: 1202SA22R9201 (Helicopter Support Services Type 1).

This document can be reviewed at:

<https://sam.gov/opp/a468a213b82c4d6182b8a552fdfe1533/view>

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 MT DNRC to obtain a cooperator letter with Region One, Forest Service (R1).

Standard Category Helicopters: DNRC may elect not to use individual Standard Category helicopters for passenger transport.

### **4 HELICOPTER REQUIREMENTS**

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

The aircraft provided must contain documentation that the manufacturer’s stated capability of the aircraft can at a minimum lift 8,000 pounds at 8,000 feet mean sea level (msl) at 25 degrees Celsius, with two, 200-pound pilots, and 1.5 hours of fuel. DNRC does not use weight reductions and fuel burn charts for specific make and model of helicopters as published by the USFS or OAS when flying on DNRC protected lands.

Contractor shall submit Federal Aviation Administration (FAA) approved aircraft performance data (i.e., hover ceiling charts) and limitation used to compare gross weights and allowable payloads in the Interagency Load Calculations. The submitted helicopter performance data and limitation will be part of this Contract. The Contractor shall provide updated helicopter performance data and/or limitations if the helicopter performance data and/or limitations become

invalid. New helicopter performance data and/or limitations will be reviewed, and if approved, incorporated into this Contract.

Fixed Tank will be the primary method for delivering water, however the helicopter must be capable of configuration for long line/bucket work when requested by DNRC.

**4.1 Helicopter Avionics.** All avionics used to meet this contract must comply with the requirements of Contractor's current or most recent USFS Call-When-Needed contract. The following are the minimum avionics which must be installed:

All Helicopters:

- Two VHF-AM Radios (COM 1 and COM 2)
- Two VHF-FM Radios (FM 1 and FM 2)
- An Intercom System (ICS)
- An Audio Control system applicable to the type of aircraft offered
- One Global Positioning System (GPS)
- An Emergency Locator Transmitter (ELT)
- An Automated Flight Following System (AFF)
- An Additional Telemetry Unit (not required in Type 3 helicopters)
- One Transponder
- One Altimeter and Automatic Pressure Altitude Reporting system
- One TSO approved ADS-B OUT System
- A Flight Data Monitoring System
- NOTE: ADS-B In does not meet USFS requirements for traffic advisory or weather datalink systems when they are required.

**4.2 Markings.** Tanked aircraft will display the last three numbers/letters of the aircraft registration on both sides of the aircraft. Numbers/letters will be high visibility/contrasting colors and a minimum 32 inches high and 5 inches wide. Number placement on the aircraft sides must be visible from the ground. If there is a duplication in Aircraft Identifier for substitute aircraft and/or if a fixed external tank is replaced or moved to a different airframe, contact the APM (APM) or designee for direction. *Example: N282CL will display 2CL*

All other tank numbers (ex: 700 series) must be removed from aircraft when performing Services under this Contract.

**4.3 Tank specifications.**

**A. Door(s):** The Tank doors must be designed such that:

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

**B. Venting:**

- The tank must be vented so that no more than 0.25 PSI negative pressure will be created in the tank head space during the fastest drop sequence.
- The vent must not leak during filling or normal flight operations.

**C. Fill Port(s) (Not required for hover draft operations):**

- The fill port must be a 3-inch Kamlock® fitting (male) and be located on the right and left sides of the aircraft.
- The fill port must not leak or overflow during ground operations or during normal flight maneuvers.

**D. Controls (all controls for tank system must be labeled as to function):**

- The door open switch must be the same switch that opens the water bucket.
- When required, the tank close switch must be the same switch that closes the water bucket unless tank Supplemental Type Certificates (STC) requires a different switch location.

**E. Emergency Dump System:** All tanks must be equipped with an independently controlled and operated emergency dump system enabling the entire load to be dropped in less than 6-seconds or at the maximum delivery flow rate, whichever is longer. This system must use mechanical, pneumatic, or fluid pressure for operation.

- Emergency systems operated by pneumatic, or fluid pressure must be isolated from the normal tank system pressure. Normal function or failure of the normal system must not affect the emergency system pressure. Emergency systems dependent on normal operating aircraft or tank systems for initial charge must have a pressure gauge or indicator readily visible to the crew. Emergency systems dependent on pre-charged bottles must have a positive means of checking system charge during flight.
- The primary emergency dump control must be positioned within easy reach of the Pilot in Command (PIC) and Second in Command (SIC) while strapped in their respective seats. Electronically operated controls must be wired direct to a source of power isolated from the normal aircraft electrical bus and protected by a fuse or circuit breaker of adequate capacity.

**F. Certifications:**

- Weight and balance computations must be made with the tank full, empty, and removed, showing the helicopter always remains within acceptable center of gravity limits.
- The tank being offered and installed on or in aircraft must be filled to tank calculated capacity via snorkel in no more than 90 seconds at sea level on a standard day.

**G. Water Enhancer On-Board Injection/Mixing Equipment for Tanked Helicopters:**

- The use of water enhancers mixed using on-board injection systems is permitted on lands protected by DNRC. The use of water enhancers mixed using on-board injection systems is not permitted on federal lands unless requested by the federal government.
- The water source for these operations may be limited to dip tank operations with use of natural water sources approved on a case-by-case basis.
- Acceptable Water Enhancer mix rations must be based of the USDA Forest Service Water Enhancer Qualified Products List (QPL) found at: [https://www.fs.usda.gov/rm/fire/wfcs/documents/2020-1005\\_qpl\\_WE.pdf](https://www.fs.usda.gov/rm/fire/wfcs/documents/2020-1005_qpl_WE.pdf)
- The system (concentrate tank, a pump, connecting hoses and plumbing, injection apparatus into water tank, electronic controller, etc.) must have a valid FAA Supplemental Type Certificates (STC) for the offered helicopter and must mix and deliver the proper amount of concentrate in a means to adequately homogenize the product with water before it is released from the aircraft.

- Installation shall be by FAA STC for the make/model of helicopter offered and include the following:
- Containment. Any unit mounted inside the helicopter must have a containment vessel around pumping and concentrate storage supply. The containment vessel must be able to hold 125% of the concentrate supply. The discharge hose and fitting must be able to withstand two times the rated maximum pressure output of the pump. Any discharge hose that is inside the cabin must have a containment sleeve of clear hose to check for leaks.
- Restraint. The water enhancer pumping unit and containment vessel must be affixed to the helicopter in a fashion to prevent injury to any occupants. The design must meet the maximum inertia forces specified in 14 CFR 29.561 (c).
- Compatibility. The hose used to carry the concentrate must be compatible with all water enhancer products and routed in a manner that will not interfere with flight controls.
- Tank Capacity. Unit must be capable of delivering the highest percentage of water enhancer approved per QPL for a duration of 2.0 hours of flight at a 10-minute turn rate (a total of 12 fills).
- Controller Operation: The system must be automated to the point where the pilot has one control to operate. Once the control is set for flow rate, there shall be no further adjustment necessary to the unit to deliver the flow rate selected.
- System Flow Rate: The system must be capable of dispensing a variable amount of concentrate, in flight, to achieve a mixture ratio ranging from 0.1 to 1.0% by volume in 0.1% increments.
- Concentrate Loading: Servicing of the tank and injection system shall not exceed the average refueling time. Loading operations are to be performed by Contractor personnel only.
- The system must demonstrate that mixing and blending IAW manufacturer's instruction of concentrate into water is achieved within 90 seconds after injection. Clumping of the product is not acceptable.
- Water Enhancer Concentrate: No co-mingling of different water enhancer concentrates shall occur. If a concentrate product change is necessary and/or requested by DNRC, all equipment associated with the water enhancer delivery process shall be cleaned to manufacturer specifications and documented in the daily diary prior to commencing the use of a new product.
- Qualified Water Enhancer Products, mix ratios, and application systems can be found at: Wildland Fire Chemical Systems (WFCS)  
<https://www.fs.usda.gov/rm/fire/wfcs/>
- Contractor shall provide proportioner/injection documentation along with gallons delivered at the end of every shift for which water enhancer was utilized. The documentation shall be verified by the assigned helicopter manager.

**4.4 Helicopter Maintenance.** A status sheet containing the status of inspections, ADs, and components having time/life limits must be available with each helicopter. 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.

Helicopters 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 helicopter 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.

When the equipped weight of the provided aircraft changes and the change does not meet the definition of negligible (see below), the Contractor shall notify the APM or designee of the change and submit a revised weight and balance required by this Contract.

Negligible Weight Change is any change of one pound or less for aircraft whose weight empty is less than 5,000 pounds; two pounds or less for aircraft whose weight empty is more than 5,000 and 50,000 pounds; and five pounds or less for aircraft whose weight empty is more than 50,000 pounds.

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 helicopters conducting personnel transportation, new or overhauled engines and helicopter 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.

**4.5 Turbine Engine Power Assurance Checks.** A power assurance check must be accomplished on the first day of operation and thereafter within each 10-hour interval of contracted flight operations unless prohibited by environmental conditions (i.e., weather, smoke). The power assurance check shall be accomplished by the Contractor in accordance with the aircraft's approved Rotorcraft Flight Manual and approved company procedures. A current record of the power assurance checks must be maintained with the aircraft.

Helicopters with engine power output below the minimum published power assurance charts or if the trend analysis indicated significant deterioration in performance, must be removed from service and availability. The power condition must be corrected before return to service and availability.

**4.6 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 helicopter is returned to availability.

## **5 FUEL SERVICING EQUIPMENT REQUIREMENTS**

**Offeror must state they understand and will comply with the requirements of Section 5. Any Offeror unable to comply will be disqualified.**

The Contractor shall supply one (1) fuel service vehicle (FSV) per helicopter which must be available to move to a Secondary Area of Operation upon dispatch by DNRC. The FSV must meet USDA Forest Service/DOI Office of Aviation Services (USFS/OAS) Carding specifications. FSV must meet applicable 49 CFR requirements, as well as state and federal laws.

The Contractor may provide one (1) service vehicle to support maintenance functions.

FSV (if applicable) will be stationed at the Primary Base, unless dispatched by DNRC to Secondary Area of Operation.

All vehicle(s) must be properly maintained, clean, and reliable with a functioning air conditioner for cooling the driver. Tanks, plumbing, filters, and other required equipment must be free of rust, scale, dirt, and other contaminants. All leaks must be repaired immediately.

DNRC personnel are not allowed in the safety zone while aircraft refueling operations are being accomplished. The Safety Zone is defined as within 50 ft. of the aircraft refueling receptacle.

The Contractor shall supply all aircraft fuel unless DNRC exercises the option of providing fuel. All fuel provided by the Contractor shall be commercial grade aviation fuel. Only fuels meeting the specifications of American Society for Testing and Materials (ASTM) D-1655 (Type Jet A, A-1, or B), MIL T-5624 (Grade JP-4 or JP-5) for turbine engine powered aircraft are authorized for use.

Fueling operations, including storage and handling, must comply with the airframe and engine manufacturer's recommendations and all applicable FAA standards. NFPA Standard No 407, Aircraft Fuel Servicing, must be followed, except that no passengers may be on board during fueling operations.

The Contractor shall ensure that they are in compliance with 40 CFR Part 112: Oil Pollution Prevention; Spill Prevention, Control, and Countermeasure Plan Requirements (SPCC). An SPCC plan is required for each fuel truck and/or service vehicle used on this Contract regardless of bulk storage container (tank) size.

**5.1 Rapid Refueling (optional for this Contract).** There are two (2) approved methods for fueling helicopters with engine(s) running: Closed Circuit Refueling (CCR) and Open Port. CCR method of refueling uses a CCR system designed to prevent spills, minimize fuel contamination, and prevent escape of flammable fuel vapors. Open Port method of refueling allows flammable fuel vapors to escape. Open Port nozzle Emco Wheaton Model G-457 or equivalent is the preferred Open Port method. The aircraft must be shut down after four (4) hours of flight (Hobbs) time or two (2) fuel cycles (whichever occurs first) in order to provide a break for the pilots.

Personnel providing onsite fire protection will be briefed on the Contractor's rapid refueling procedures. DNRC and/or cooperator personnel will not refuel Contract aircraft unless the pilot requests assistance due to an emergency or when DNRC provides the fuel servicing system and dispensing personnel.

A copy of the Contractor's approved rapid refueling plan must be kept with the FSV.

Rapid Refueling must be approved by DNRC personnel or representative.

**5.2 Fuel Quality Control Procedures.** Compliance with fuel quality control requirements is the responsibility of the Contractor.

## **6 KEY PERSON REQUIREMENTS**

**Offeror must state they understand and will comply with the requirements of Section 6. Any Offeror unable to comply will be disqualified.**

**6.1 Personnel Requirements.** Contractor shall have and maintain through the life of the contract, personnel in the following positions:

### **1. Flight Operations Manager (Director of Operations)**

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

### **2. Maintenance Manager (Director of Maintenance)** Maintenance Manager is the primary point of contact for the offerors aircraft to liaison with the USFS concerning inspection scheduling (Carding) and aircraft maintenance. To serve as a Maintenance Manager a person must hold a mechanic certificate with airframe and powerplant ratings and either:

- a. Have 3 years of experience within the past 6 years maintaining aircraft as a certificated mechanic, including, at the time of appointment as Maintenance Manager, experience in maintaining the same category and class of aircraft as the certificate holder uses; or
- b. Have 3 years of experience within the past 6 years repairing aircraft in a certificated airframe repair station, rated for the same category and class of aircraft that the certificate holder uses, including 1 year in the capacity of approving aircraft for return to service; or
- c. Have 6 years of experience on the military derivative of the aircraft offered and qualification as a Technical Inspector from a US Military Service in Airframe or Power Plants in a maintenance activity or repair facility.

### **3. Chief Pilot**

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

All management personnel listed above with their experience set forth shall be listed on Attachment C Management Personnel Requirements.

**6.2 Pilot in Command (PIC) and Relief PIC Requirements.** The Contractor must furnish two (2) pilots for each day the aircraft is required to be available. The Pilot in Command (PIC) and relief PIC shall be type rated in the aircraft.

Pilots shall possess a Certificate of Operations issued by FAA under FAR, part 133, or appropriate equivalent authorization from country of registry authorizing (a) carriage of fixed external loads and (b) jettisonable loads suspended from a load-carrying device.

Contractor shall furnish relief PIC(s) for the helicopter, who meet and maintain in effect during the term of the Contract the minimum qualifications listed below:

- A. Pilots shall possess a current and valid FAA commercial pilot certificate, or equivalent rating from the country of registry, and other appropriate helicopter ratings.
- B. Pilots must meet federal standards for the mission in the USFS/OAS carding system. The Contractor must show proof of USFS/OAS Carding. For Pilots 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 renewing the Contract for any Renewal Terms in anticipation that the inspection will be passed, and federal carding will be approved for the fire season. Pilots must have current carding prior to performing any Services under the Contract and failure to obtain the required carding may result in Contract termination.

PIC flight time as listed below (DNRC may require Contractor to substantiate PIC time with logbooks):

- PIC - 1500 hours;
- Turbine Powered Helicopter flying hours - 100 hours;
- In each weight class of helicopter to be flown - 100 hours;
- Time in preceding 12 months - 100 hours;
- Mountain flying - 200 hours;
- Night flying - helicopter - 50 hours;
- Vertical reference flying 10 hours;
- In make and model within 12 months prior to Contract execution - 10 hours

The relief pilot must meet the same standards as those for the PIC.

All pilots and relief pilots with their experience set forth shall be listed on Attachment B Helicopter Pilot Summary, one form per pilot. Pilot qualifications must be reviewed and approved by the APM or designee prior to the pilot(s) performing services under this Contract.

With the prior written approval of the Agency, the Contractor may use alternate pilots in the performance of this Contract. The Contractor shall submit to DNRC a completed Attachment B for the requested alternate pilot.

Pilots and relief pilots must have basic familiarity with the Primary Base/area of operation. DNRC may require an overflight of the Primary Base/area of operation by the pilot if it considers that this item has not been met. This flight may consist of either fixed wing or helicopter flight, at the Contractor's discretion and expense.

A relief pilot must be available when the primary pilot is unavailable for a full eight (8) hours of flight duty time. This will include coverage for scheduled primary pilot days off and unscheduled time off due to duty limitations listed below.

Contractor shall require the pilots to attend, as part of his/her regular duties, any fire training designated by DNRC.

**6.3 Second-in-Command (SIC) Requirements.** SICs are considered flight crew and, as such, shall be administratively approved (carded) by the USFS/DOI for each make and model helicopter crewed, and shall meet the following requirements:

- Comply with the operator's certificate and, in addition:
  - Hold a FAA commercial pilot or airline transport pilot certificate with a helicopter rating; and
  - Hold a current FAA first-class or second-class medical certificate.
- For a helicopter certificated as single pilot, have, within the previous 12-months, completed a 14 CFR Part 61 flight review or 14 CFR Part 135 competency check or equipment check in each make and model helicopter for which approval is sought. For aircraft operated under a Part 135 certificate, the pilot shall meet 14 CFR Part 135.293.
- For a helicopter type certificated for more than one pilot crewmember, have, within the previous 12-months, completed the requirements as specified in 14 CFR Part 61.55.b.1 (i) through (v) and 61.55.b.2 (i) through (iii) or 14 CFR Part 135.293 for each type helicopter for which approval is sought. For aircraft operated under a Part 135 certificate, the pilot shall meet 14 CFR Part 135.293.
- Within the previous 36-months, have completed MH-1, 2, 3, MTN FLY, and A-110 computer-based training modules found on the Interagency Aviation Training website, <https://www.iat.gov/>

**6.4 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.

**6.5 Pilot Authority and Responsibility.** The pilot shall maintain accurate evaluation and flight records of all flight activity. Contractor shall require pilots to ensure all helicopter loads are safe for the helicopter, and to ensure a load does not exceed the authorized gross weight limits or center of gravity limits of the helicopter. The pilot shall fly the helicopter to the best of his/her ability in the performance of the Services. The pilot must be in command of the helicopter 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.

Daily or when required by the DNRC, the pilot must utilize the Standard Interagency Load Calculation Method and form.

Pilots without FAA airframe and power plant (A&P) certifications are authorized to perform only the preventative maintenance tasks detailed under 14 CFR 43 Appendix A. Pilots performing preventative maintenance shall have current maintenance manuals available and make logbook entries that document their work was performed in accordance with 14 CFR 43.9.

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.

**6.6 Pilot Performance.** If performance of the PIC, SIC, or relief pilots furnished by Contractor is considered unsatisfactory by DNRC, DNRC reserves the right in its sole discretion to require Contractor to furnish a properly qualified replacement pilot, acceptable to DNRC. Other than replacement of a pilot for unsatisfactory performance, Contractor shall make every reasonable effort to maintain the same primary and relief pilot throughout the duration of the Contract.

All pilots and relief pilots with their experience shall be listed on Attachment B Helicopter Pilot Summary. Pilot qualifications must be reviewed and approved by the DNRC prior to the pilot(s) performing services under this Contract. With the prior written approval of the DNRC, the Contractor may use alternate pilots in the performance of this Contract. The Contractor shall submit to APM or designee a completed Attachment B for any alternate pilot that it proposes to use for review and approval.

**6.7 Aircraft Mechanic Requirements.** The Contractor must provide two (2) mechanics with an FAA airframe and power plant (A&P) certification to service and inspect the aircraft. The mechanics must be available for immediate dispatch as necessary. The Contractor shall provide a mechanic schedule to the APM or designee prior to the MAP start date each term.

The Contractor may enter into an agreement with a qualified mechanic or maintenance facility whose personnel meet the requirements set forth below. Details of the agreement must be clarified with the APM or designee.

The mechanic provided by Contractor must possess the required certificates and minimum qualifications below:

- A valid FAA mechanic certificate with A&P ratings. The mechanic must have held the certificate or foreign equivalent certificate with both ratings for a period of twenty-four (24) months.
- Been actively engaged in aircraft maintenance as a certified mechanic for at least eighteen (18) months out of the twenty-four (24) months immediately preceding the Contract Effective Date.
- Twelve (12) months' experience as an A&P mechanic or foreign equivalent certificate in maintaining helicopter (Three (3) of those twelve (12) months must have been in the two (2) years immediately preceding the Contract Effective Date).
- Maintained a helicopter of the same make and model as the Contract helicopter, under "field" conditions for at least one (1) full season. (A mechanic who has maintained the helicopter away from the Contractor's hangar with minimal supervision for three (3) months will meet this requirement.)
- Satisfactorily completed a manufacturer's maintenance course or an equivalent USFS/OAS approved Contractor's training program for the same make and model of helicopter or show evidence that he/she has twelve (12) months' maintenance experience on a helicopter of the same make and model as the aircraft under this Contract.
- Mechanic(s) must meet federal approved standards with current carding (cards must not be expired) through USFS/OAS. For mechanics 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. Mechanics must have current carding prior to performing any Services under the Contract and failure to obtain the required carding may result in Contract termination.

**6.8 Aircraft Mechanic Duty Time Limitation.** Mechanics must not exceed the following Duty Time Limitations:

- Within any twenty-four (24) hour period, mechanics must have a minimum of eight (8) consecutive hours off duty immediately prior to the beginning of any duty day. 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.
- Mechanics must have two (2) full days off duty during any fourteen (14) day period during the performance of this Contract. Off duty days need not be consecutive.
- "Duty time" includes availability and work or alert status at any job site for which a mechanic is compensated, or any other time of a commercial nature whether compensated or not.
- The mechanic is responsible for keeping the DNRC apprised of his/her duty limitation status.
- Relief or substitute mechanics reporting for duty under any Contract term may be required to furnish a record of all duty time during the previous fourteen (14) days.

**6.9 Support Person(s) Requirements.** The Contractor shall supply one (1) fuel truck driver and one (1) support person to fuel and load each helicopter. The fuel truck driver can be used as the support person. Support personnel must be trained and experienced in helicopter support operations.

Fuel Truck and Service Vehicle Driver Duty Limitations:

- The Contractor must ensure that fuel servicing vehicle drivers comply with DOT Safety Regulations 49 CFR Parts 390-399, including duty limitations:
  - The fuel servicing vehicle driver must have a minimum of two (2) full calendar days of rest (off duty) during any 14-day period. Off duty days need not be consecutive.
  - The fuel servicing vehicle driver must be responsible for keeping the DNRC apprised of his/her duty limitation status.
  - Relief or substitute fuel servicing vehicle drivers reporting for duty may be required to furnish a record of all DOT duty time during the previous 14 days.

**6.10 Relief Crew.** The Contractor must provide a qualified relief crew, consisting of pilots, 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. The Contractor must ensure that all relief crew personnel meet the requirements of the regular crew personnel.

The Contractor must provide a planned schedule of relief duty days to the APM or designee at the start of the exclusive-use period.

**6.11 Personnel Protective Equipment (PPE) Requirements.** The Contractor must provide and require their personnel to wear PPE for flight operations. The following PPE must

be operable and maintained in accordance with the manufacturer's instructions throughout Contract performance.

A one-piece hard-shell flight helmet made of polycarbonate, Kevlar, carbon fiber, or fiberglass that must cover the top, sides (including the temple area and to below the ears), and the rear of the head. Flight helmets must be clean, properly adjusted, maintained in accordance with the manufacturer's specifications, and compatible with the required avionics. Chinstraps are required on all flight helmets and must be properly adjusted and fastened.

- Flight helmets known to meet the above criteria include but are not limited to: SPH-5, HGU-84P, SPH-4B and HGU56P manufactured by Gentex, the Alpha 200, Alpha 400 and Alpha Eagle (900) manufactured by Interactive Safety Products, and the MSA Gallet LH050 (single inner visor), LH150 (single outer visor) and LH250 (dual visor--one inner and one outer).
- Fire resistant clothing consisting of:
  - Long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material or equal. The shirt, trousers, boots, and gloves must overlap to prevent exposure to flash burns. Clothing must contain labels identifying the material either by brand name or military specifications.
  - Garments worn over the Nomex flight suit, such as coats, bib pants, and coveralls are acceptable and must also be made of Nomex or other fire-resistant material. Outerwear garments made from natural fibers such as leather, cotton, wool, or wool/cotton blends are acceptable substitutes. Materials with low temperature melting characteristics such as synthetics (nylon, Dacron, polyester, etc.) and synthetic blends must not be worn.
- Pilots must wear boots that come above the ankles and must be constructed so that metal parts, such as zippers or eyes, do not come in contact with the wearer's skin. Non leather boots must meet military standards for aviation use. See DOI's ALSE handbook for non-leather boot options: (<http://oas.doi.gov/safety/library/Guides/AlseHB.pdf>)
- Leather or polyamide or aramid gloves.

## **7 FLIGHT OPERATIONS**

**7.1 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 CFR 1.1). However, this does not negate compliance with FAR Part 91 general operations and flight rules nor negate additional operating requirements as specified by the Contractor's Part 133, 135, or 137 operating certificates; except where the deviation is reasonably necessary to meet 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](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.

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

- Flights where compliance with minimum altitudes cannot be adhered to (Reference 14 CFR Part 91.119).
- Flights delivering fire suppressant or logistic supplies necessary to protect the public but could result in damage to property. (Reference 14 CFR Part 91.15).
- Flights without an FAA approved congested area plan. (Reference 14 CFR Part 113.33(d)(1)).
- Flights within 500 feet of persons, vehicles, or structures. (Reference 14 CFR Part 133.33(d)(e)).
- Flights in rotorcraft-type certificated in the restricted category over densely populated areas, in a congested airway, or near a busy airport where transport operations are conducted. (Reference 14 CFR Part 91.313(3) and 14 CFR Part 133.45(d)).
- Flights over congested areas without an FAA approved plan. (Reference 14 CFR Part 137.51(b)(3)).
- Flights where the rotorcraft flight manual does not authorize doors to be opened, closed, or remain unsecured during flight. These flights are limited to rappel, short haul, cargo let-down, and hoist.
- Flights that DNRC has elected to perform the passenger brief. (Reference 14 CFR Part 91.519 and 14 CFR Part 135.117).
- Flights that DNRC has elected to manage stowage and security of cargo, whether external or internal.
- Flights that do not conform to 14 CFR Part 91 and 14 CFR Part 135 passenger security and egress. These flights are limited to rappel, short haul, cargo let-down, hoist, and aerial ignition.
- Flights that are special-use mission flights.
- Flights performing training or pilot examinations.
- Flights transporting hazardous materials. DNRC assumes management of training requirements, packaging, loading, storage, record keeping, and exemptions approved by the DOT. However, this does not relieve the Contractor or DNRC from adhering to the NWCG Standards for Aviation Transport of Hazardous Materials, nor abiding the DOT exemption.

**Montana DNRC and other fire personnel are not authorized to fly on this aircraft for any reason.**

**7.2 General Operating Requirements.** A copy of the executed Contract, any Contract amendments, and Cooperator's Letter of Approval must remain in the helicopter during each term of the MAP and any Extension Terms.

Contractor shall operate all helicopters in accordance with DNRC's Aviation Policy and must comply with the requirements of your current Forest Service CWN contract. A copy of the policy and manual will be made available to the Contractor upon request.

Single-skid, toe-in, and hover exit/entry procedures (STEP) landings are prohibited.

Helicopter must be limited to flights during daylight hours and under Visual Flight Rules (VFR) conditions only. Daylight hours are defined as from thirty (30) minutes before official sunrise to thirty (30) minutes after official sunset.

Contractor shall not make or permit helicopter night departures from field or project sites when performing Services. Contractor shall comply with all Federal and Montana lighting requirements when terminating after sunset any daytime flight.

Smoking is not allowed in the aircraft.

The pilot must remain at the flight controls while rotors are turning with the following exception: For post-flight procedures or preventative maintenance purposes only and after engine(s) have been shut down, the pilot may exit the aircraft while the rotor(s) are turning, if the rotorcraft flight manual allows and if the pilot remains within the arc of the rotor(s). Passengers must not be on board or inside the arc of the rotor(s) when the pilot exits the aircraft.

The Contractor shall stop using a contracted helicopter for any performance of the Contract when engine time reaches manufacturer's recommended inspection/overhaul time. Contractor is obligated to provide equivalent and qualifying substitute helicopter until inspection and overhaul of the designated helicopter has been completed.

Contractor shall not make or permit any attempt to load or unload internal cargo, or passengers unless a helicopter is resting firmly on the ground (this provision is not applicable to filling container with water for fire-fighting purposes).

Contractor shall not leave or permit a PIC to leave the cockpit of a helicopter unoccupied while the engine(s) are running (unless exception specified above).

The final go-no-go decision for any flight or maneuver is the responsibility of the pilot.

Contractor shall not overload or permit the overload of any helicopter. All pilots must follow appropriate procedures to ensure that helicopter weight and balance computations are within authorized limits prior to flight. Contractor shall require helicopter pilots to complete, sign and deliver at least one (1) "Load Calculation Form", supplied by DNRC, per operational day that reflects the most adverse conditions forecasted for the day to the APM or designee.

**7.3 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 helicopter accident or incident to the DNRC APM or designee within twenty-four (24) hours of occurrence. Investigation will follow if appropriate.

**7.4 Flight Following.** Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the Northern Rockies Mobilization Guide.

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

**7.6 Exemption for the Transportation of Hazardous Materials.** The Contractor may be required to transport hazardous materials. Such transportation must be in accordance with 49 CFR, Department of Transportation Special Permit DOT-SP9198, and the DOI/US Forest Service Interagency Aviation Transport of Hazardous Materials Handbook/Guide.

A copy of the current special permit, DOI handbook, and DOT Emergency Response Guidebook must be carried aboard each aircraft transporting hazardous materials.

The Contractor must ensure that each of its employees who may perform a function subject to this DOT Special Permit receives required training which can only be satisfied by completing Interagency Aviation Training module A-110, Aviation Transportation of Hazardous Materials. The training can be completed online at <http://www.iat.gov>. The Contractor must document this training in the employee's records and make it available to the DNRC when requested.

The DOT special permit and the DOI handbook are available online at <http://oas.doi.gov>. The Contractor is responsible for obtaining the DOT Emergency Response Guidebook.

**7.7 Proficiency Flights.** At the beginning of the Contract period, the Contractor may be required to provide a proficiency flight (not to exceed one (1) hour) at the request of DNRC.

DNRC may also require, at its discretion, an additional proficiency flight upon change or replacement of any pilot. The one (1) hour time limit on proficiency flights does not apply to flights that involve poor helicopter or pilot performance.

Flying time in connection with field maintenance and any flying time for return to a base of operation due to mechanical issues will be borne by the Contractor. Costs for carrying out proficiency flights at the beginning of Contract, for pilot replacement, maintenance, and for poor pilot performance shall be borne by the Contractor.

After seven (7) days of inactivity or at DNRC's discretion and expense, for the purposes of proficiency and training, DNRC may require up to one (1) hour of flight time to be conducted at the bid flight rate.

## **8 INVOICING AND PAYMENT**

### **8.1 Method of Measurement and Basis of Payment.**

- Movement to Primary Base (start of 90-day MAP): Contractor shall transport the helicopter, 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 helicopter 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 helicopter lifts off on an ordered flight and ends when the helicopter has landed. All flights will be recorded on a DNRC Helicopter Daily Use and Cost Summary; start and stop times must be recorded and converted to hours and tenths.

**8.2 Meals and Lodging.** Contractor shall provide meals and lodging for all its personnel providing services at all locations, including both the Primary Base and any Secondary Area of Operation. For Secondary Area of Operation, 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>
- 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: Helicopter 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 Helicopter Daily Use and Cost Summary as described in the Cost Proposal.

**8.3 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.

**8.4 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.

**8.5 Release from Availability (end of MAP).** At the end of the MAP (90-days or agreed Extension Terms) DNRC will pay flight time from the ending base of operations to the Contractor's home base.

**8.6 Documentation.** The DNRC Helicopter Daily Use and Cost Summary must be completed by the DNRC representative or HMGB at the conclusion of each day. Known distance flown and known speed of helicopter 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 Helicopter Daily Use and Cost Summary must have a record of the 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 Helicopter Daily Use and 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 Helicopter Daily Use and Cost Summary. In this case, use the resource number from the incident the aircraft is assigned to*);
- Helicopter 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;
- Fuel truck mileage;
- 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 helicopter 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, fuel truck mileage rates set forth in Section 5 Cost Proposal. DNRC will only reimburse mileage associated with the designated fuel truck.

**8.7 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 Helicopter Daily Use and 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](mailto: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).

**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.

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 45. Offeror A's cost is \$20,000. Offeror B's cost is \$30,000. Offeror A would receive 45 points. Offeror B would receive 30 points (( $\$20,000/\$30,000$ ) = 67% x 60 points = 30).

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

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

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

- Extended Standby Rate for a maximum of eight (8) 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**
- Fuel Service Vehicle (FSV) Mileage Rate: **\$5.50 per mile**
- Additional Service Vehicle Mileage Rate: **\$3.50 per mile**
- 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 Attachment A Helicopter Daily Use and Cost Summary. At the end of each day, data shall be reviewed by the Aviation Program Manager and the Contractor's representative. Approved Helicopter Daily Use and 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.

**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 Helicopter Daily Use and 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 Helicopter 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 Helicopter Daily Use and 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 aircraft fuel, (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.

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