

## **STATEMENT OF WORK**

### **DCNR BUREAU OF FORESTRY DIVISION OF FOREST HEALTH MANAGEMENT CHARTER OF HELICOPTER AND AIRCREW**

#### **I. SCOPE OF WORK**

The Commonwealth of Pennsylvania, Department of Conservation and Natural Resources, Bureau of Forestry, Divisions of Forest Health Management, and Forest Fire Protection require services for the charter of a helicopter and pilot (rotary-wing) for low-level aerial surveys, mapping and photography, of forested lands throughout the Commonwealth.

Questions regarding the technical aspect of this bid should be directed to Jason Williams, Aircraft Operations, Bureau of Forestry 717-787-5077 or [japwilliam@pa.gov](mailto:japwilliam@pa.gov) . Questions regarding the bidding or contracting procedures should be directed to Sherri Dornes at 717-783-4884 or [sdornes@pa.gov](mailto:sdornes@pa.gov).

#### **II. CONTRACT CONDITIONS**

Contractor shall provide services for the charter of helicopter and pilot for aerial surveys and photography of forested lands throughout the Commonwealth. Flights may be needed for other specific missions throughout the year.

Flight hours are not guaranteed and are subject to change dependent upon the needs of the Department.

The Contractor must have at a minimum, a helicopter and a pilot meeting the specifications of Section IV, in possession and covered by their 14 CFR Part 135 operating certificate and be fully qualified to provide the services specified herein, and in the contract on the date of bid opening.

#### **III. CONTRACT TASKS**

The following tasks shall be completed in performance of contract:

- 1) Provide, upon call or demand, an approved helicopter and pilot, for the purpose of aerial survey or reconnaissance of federal, State and municipal forest lands and parks within the Commonwealth of Pennsylvania. Mission request should be 72 hours in advance but may be less. Surveys generally occur in late summer through early winter.

- 2) Complete the attached "Pilot Approval Form" for each pilot that will fly under this contract.
- 3) For each pilot that will fly under this contract, the awarded Contractor must provide copies of front/back of their FAA Airmen and current Medical Certificates to the Bureau's Aircraft Operations & Safety Specialist, Jason Williams, Division of Forest Fire Protection, 400 Market Street, 6th Floor RCSOB, Harrisburg, PA 17105, email: [japwilliam@pa.gov](mailto:japwilliam@pa.gov) , phone: 717-787-5077.
- 4) Complete the attached "Aircraft Description and Inspection Form" for each aircraft that will be used in the performance of this contract.
- 5) Provide updated "Pilot Approval Form" and "Aircraft Description and Inspection Forms" as necessary.
- 6) Obtain and be familiar with the "Pennsylvania Air Operations Guide and Reference Manual".
- 7) Participate in a pre and post-flight safety briefing with the survey crew and communications support/safety officer.
- 8) Conduct visual inspection of aircraft before each flight and during re-fueling stops.
- 9) All flights will be conducted during daylight hours and VFR conditions.

The awarded Contractor will provide a copy of the 14 CFR Part 135 Operating Certificate (as approved by the FAA FSDO having jurisdiction over the contractor's home base of operation) denoting the pilots and aircraft under the operating certificate for reference by the Bureau's Aircraft Operations & Safety Specialist. Contractors must continue to conduct operations under a 14 CFR Part 135 (Federal Aviation Regulations) operator certificate for the period covered by the contract, or as otherwise approved/exempted by the Bureau of Forestry Aircraft Operations & Safety Specialist in writing.

Provide for a visual inspection of the contracted aircraft, logbooks, and the supporting documentation for the "Pilot Approval Form" and the "Aircraft Description and Inspection Form" by the Bureau's Aircraft Operations & Safety Specialist. This inspection must take place before the aircraft may be flown on this contract and will be repeated at least annually during the life of this contract. The inspection will occur at the Contractor's place of business, or another place mutually agreed to by the Contractor and the Bureau's Aircraft Operations & Safety Specialist. Supplementary inspection of the aircraft will take place either at random intervals or annually, as deemed necessary by the Department.

Contractors are required to participate in a pre-season mission briefing to be held in advance of the survey mission.

#### IV. CONTRACT REQUIREMENTS

Provide aircraft and pilots meeting the following requirements:

##### HELICOPTER

- a. **Minimum horsepower required- 200HP continuous.**
- b. **Piston Aircraft must be Fuel Injected**
- c. Four Place (including pilot)
- d. 700 lbs useful load
- e. 3 hour endurance at 100 knots
- f. Handheld Fire Extinguisher with a 2B:C (minimum) rating, mounted and accessible to the flight crew while seated.
- g. **Automated Flight Following (AFF) equipment, will be furnished by the Department for installation.**

The approved aircraft may be utilized in such activities as low-level aerial survey, and photography. At any time, the Department may exclude a Contractor's aircraft and/or pilot from the performance of the contract.

Provide pilots with the following qualifications:

Pilots must possess **at a minimum**, a valid Commercial Airmen Certificate (appropriate category and class for the type aircraft used). Instrument Rating is desirable but not required, valid Second Class Medical (minimum) and be rated for the aircraft covered by this contract and be FAA qualified pilots under the Part 135 operating certificate of the Contractor.

##### PILOT FLIGHT HOUR MINIMUMS

In addition to Part 135 minimums stated in 14 CFR 135 Subpart E, pilots shall have a minimum flight time accumulated as follows:

- a. 500 hours Pilot-In-Command (PIC) in rotary-wing aircraft.
- b. 100 hours (PIC, SIC or dual) mountainous terrain similar to that of the area to be served by this contract (Ref: 14 CFR 95.13)
- c. 25 hours make and model.
- d. 50 hours within the preceding 12 months.
- e. 100 hours cross country time.
- f. Experience in low-level survey flight operations

Evidence of satisfactorily passing all required FAA flight checks in accordance with provisions of 14 CFR Part 135. Pilots must meet the currency requirements of 14 CFR 135.247 and any other FAR or SFAR requirements.

A PA DCNR Bureau of Forestry representative is responsible for contacting the contractor and providing the details of the services required. All payment terms described in **Section X** will apply to this type of service.

## **V. INSURANCE REQUIREMENTS**

The Contractor shall purchase and maintain, at its expense, the following types of insurance, issued by companies acceptable to the Commonwealth:

**Workmen's Compensation Insurance** - for all of the Contractor's employees and those of any subcontractor, engaged in work at the site of the project as required by law.

**Public Liability and Property Damage Insurance** - to protect the Commonwealth, the Contractor, and any and all subcontractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death and damage to property including the loss of use resulting from any property damage, which may arise from the activities performed under the Contract, or the failure to perform under the Contract, whether such performance or non-performance be by the Contractor, by any subcontractor, or by anyone directly or indirectly employed by either. The minimum amounts of coverage shall be \$250,000 per person and \$1,000,000 per occurrence for bodily injury, including death, and \$250,000 per person and \$1,000,000 per occurrence for property damage. Such policies shall be occurrence rather than claims-made policies and shall not contain any endorsements or any other form designated to limit and restrict any action by the Commonwealth, as an additional insured, against the insurance coverage in regard to work performed for the Commonwealth.

**Aircraft Liability** - \$1,000,000 single limit for each occurrence for bodily injury and property damage.

Prior to commencement of the work under the Contract and at each insurance renewal date during the term of the Contract, the Contractor shall provide the Commonwealth with current certificates of insurance. These certificates or policies shall name "**The Commonwealth of PA-DCNR**" as an additional insured and shall contain a provision that the coverage's afforded under the policies will not be cancelled or changed until at least thirty (30) days written notice has been given to the Commonwealth. **These certificates shall include the location and a brief description of the work to be performed under the contract.**

The Commonwealth shall be under no obligation to obtain such certificates from the Contractor(s). Failure by the Commonwealth to obtain the certificates shall not be deemed a waiver of the Contractor's obligation to obtain and furnish certificates. The Commonwealth shall have the right to inspect the original insurance policies

## **VI. SUBCONTRACTORS/LEASED EQUIPMENT**

If any work under this contract is subcontracted or otherwise performed by anyone other than the contractor or performed with equipment subcontracted or leased by the contractor, the contractor must provide liability insurance as specified under its own policy(s) in order to provide coverage for any persons and/or equipment so subcontracted or leased or the contractor must provide evidence that the specified liability insurance for any persons and/or equipment so subcontracted or leased is provided for under a policy(s) maintained by the subcontractor or lessor.

## **VII. BID AWARD**

Bidder must complete and return the following:

1. The electronic invitation for bid to be found at [www.pasupplierportal.pa.us](http://www.pasupplierportal.pa.us),
2. A properly executed DCNR, Bureau of Forestry Pilot Approval Form for each pilot.
3. A properly executed DCNR, Bureau of Forestry Aircraft Description & Inspection Form for each aircraft.
4. A copy of Part 135 Operating Certificate.
5. Contractor must provide copies of front and back of their FAA Airmen.
6. A copy current Medical Certificates.

Bids will be awarded based on lowest total sum.

The Contractor agrees to comply with attached Federal Requirements (if federal funds are used).

The contract quantities herein are estimated only and may increase or decrease based on the needs of the Department. The Contractor shall be paid at the unit price for actual work performed.

Please note that the Department will only accept out two (2) decimal points when entering your pricing.

## **VIII. CONTRACTOR REFERENCES**

After the bid opening, and prior to awarding of the contract, the Department has the right to request references (name, addresses and telephone numbers) of similar work performed in the previous two (2) years as proof of qualification to perform the work outlined in this contract.

Similar work defined as experience charter helicopter and pilot (rotary-wing) for low-level aerial surveys, mapping and photography, of forested lands throughout the Commonwealth.

## **IX. CONTRACT TERM**

The contract shall commence upon **August 1, 2018** and terminates **June 30, 2019**.

Further, the parties may agree to renew this contract up to three (3) additional, annual terms, with the final termination date of **June 30, 2022**, upon the same terms and conditions set forth in the contract. The Department, based on past contractor performance, may negotiate an increase in the unit price(s) by a rate not to exceed 5%.

The Department will reach out to the Contractor no later than January 31st prior to the termination date to begin renewal discussions.

Once the renewal terms are mutual decided, the Contractor shall provide written notification of the intent to renew, including the requested price increase if desired to the Department no later than **February 28th** prior to the termination date. The renewal notice should be sent to:

DCNR Bureau of Forestry – Forest Fire Protection  
Attn: Jason Williams, Aircraft Operations & Safety Specialist  
P.O. Box 8552  
Harrisburg, PA 17105-8552  
or  
Emailed: [japwilliam@pa.gov](mailto:japwilliam@pa.gov)  
or  
Fax: (717) 783-7960

## **X. PAYMENT TERMS**

Payment shall be on a reimbursement basis for services performed. **All flights, thus payments, will begin and end at an approved landing area.** All operating expenses, including but not limited to: fuel expenses, airport landing/user fees, tie down/hanger fees, ground power cart fees, maintenance/inspection expenses, incidental pilot and aeronautical publication expenses, et cetera, are the responsibility of the Contractor; and therefore no additional payment will be made.

Upon completion of any flight service or tour of duty, an approved Flight Invoice shall be completed. The invoice includes the following information: name and address of the contractor, pilot's name, invoice number, make and type of aircraft, hours flown, date and flight purpose(s). This form shall be signed by the contractor's pilot/representative and the District Forester or the Division's representative. The form will be provided by DCNR and a copy will be given to the contractor.

**PILOT STANDBY RATE:** If a contract aircraft and pilot are called by the Department, and a departure delay exceeding 30 minutes occurs due to factors beyond the control of the pilot, (i.e. due to weather, air traffic control, or operational considerations), pilot standby time will be paid to the Contractor. Paid standby time will begin after the initial 30 minutes and shall be paid in tenths of an hour (\$8.00 per tenth of an hour) for a maximum of two (2) hours. The maximum standby time paid by the Department shall be two (2) hours in any scheduled flying period for a maximum of \$160.00.

## **XI. INVOICES**

Invoice format shall be in accordance with the IFB – Invitation for Bid.

Contractor shall submit the DCNR provided form 8100-FM-FR0076 (Flight Invoice)

All invoices for this contract MUST either be

1. Emailed to the following for a Paperless Email Invoice Option:

Email a copy of the correctly executed invoice to: [69180@pa.gov](mailto:69180@pa.gov).

For information on the Commonwealth E-Invoicing Program, visit:  
<http://www.budget.pa.gov/Programs/Pages/E-Invoicing.aspx>.

2. Or mailed to the following address:

Commonwealth of PA – PO Invoice  
PO Box 69180  
Harrisburg, PA 17106

All invoices MUST have the purchase order number, as well as your SAP Vendor Number on the invoice. The name and address of the contractor, pilots name listed on the purchase order must also be listed on each invoice. Failure to provide any or part of this information may result in delay of payment.

**Please Note:** Vendors are reminded to **NOT** include employer identification numbers, Social Security Numbers, bank account information, or other personally identifiable information on their invoices. That information is uniquely tied to your SAP Vendor Number and for security purposes, should not be explicitly stated on an invoice.

## **XII. TERMINATION**

The Department may terminate this contract at any time during its term upon ten (10) days written notice to the Contractor, or upon immediate written notice if the Contractor fails to perform or performs inadequately (to include at the discretion of the Bureau's Aircraft Operations & Safety Specialist any and all unsafe aviation operations).

## **XIII. RECEIPT AND OPENING OF BIDS**

Bids must be submitted via the PA Supplier Portal, to be found at [www.pasupplierportal.state.pa.us](http://www.pasupplierportal.state.pa.us). Faxed bids and mailed bids **will not** be accepted.

No responsibility will be attached to any employee of the Department for the premature opening of or the failure to open a bid not addressed properly and identified, or for any reason whatsoever.

## **XIV. BID RESULTS**

Bidder can obtain bid results by accessing <http://www.emarketplace.state.pa.us/BidTabs.aspx>. The Bids will be posted within three (3) business days following the bid opening. The results are the apparent bidders, and all bids are under review until final award of purchase order.

## **ATTACHMENTS**