

**INITIAL ATTACK HELICOPTER  
STATEMENT OF WORK**

**Western Pennsylvania**

**Somerset County Airport  
Somerset, Pa**

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# INITIAL ATTACK HELICOPTER STATEMENT OF WORK

## SECTION 1. SCOPE OF WORK:

- 1.1 GENERAL – To provide the Department with one (1) properly FAA certificated and inspected rotary-wing aircraft equipped with helicopter firefighting bucket, sling, shackles, cargo hook, service truck, other necessary appliances and equipment, and with properly FAA certificated and qualified pilots, for the prompt aerial delivery and cascading of water on wildfires, and to provide support for wildfire control personnel in the suppression of wildfire with the least possible loss of time. In addition, the aircraft may be utilized in related functions should conditions require such activities.

This contract requires the availability of the aircraft of the type described herein, 24 hours a day during the Guaranteed Period and for any additional service, before or after the guaranteed period that is requested by the Department and agreed to by the Contractor. Work performed outside of the guaranteed period will be paid at the agreed upon rate. All flight operations will be conducted under Visual Flight Rules (VFR) in accordance with Parts 91 of the Federal Aviation Regulations (FARs). All drops will be completed after sunrise and before sunset.

Questions regarding the technical aspect of this bid should be directed to Jason Williams at 717-787-5077 by email at [japwilliam@pa.gov](mailto:japwilliam@pa.gov) or Matt Reed at 717-772-0273 by email at [mattreed@pa.gov](mailto:mattreed@pa.gov). Questions regarding the bidding or contracting procedures should be directed to Jody Russell at 717-783-2566 by email at [jorussell@pa.gov](mailto:jorussell@pa.gov).

- 1.2 DEFINITIONS - As used throughout these Specifications the following terms will have the meaning as set forth below:

- (A) DEPARTMENT: Commonwealth of Pennsylvania, Department of Conservation and Natural Resources.
- (B) CONTRACTOR: Will be interpreted to mean any person, firm or corporation having legal title or lease agreement for the operation of the described aircraft.
- (C) FIXED BASE OPERATOR (FBO) OR FIRM: Will be interpreted to mean an operator or firm who is currently in the helicopter and/or fixed base aviation business, who has an office, has maintenance support facilities owned or contracted, owns rotary-winged aircraft (helicopter), has employees, has qualified pilots and mechanics, and has tools, equipment and spare parts to support the type of aircraft specified in this Contract.

- (D) DIRECTOR, BUREAU OF FORESTRY: The authorized representative of the Secretary, Department of Conservation and Natural Resources.
- (E) CHIEF, DIVISION OF FOREST FIRE PROTECTION: The authorized representative of the Director, Bureau of Forestry and the Secretary, Department of Conservation and Natural Resources.
- (F) AIRCRAFT OPERATIONS & SAFETY ADVISOR (AOSS): The authorized representative of the Chief, Division of Forest Fire Protection.
- (G) AIR TANKER BASE MANAGER (ATBM): The authorized representative of Chief, Division of Forest Fire Protection.
- (H) DISTRICT FORESTER: The authorized representative of the Director, Bureau of Forestry, or Chief, Division of Forest Fire Protection.
- (I) FAA: Federal Aviation Administration.
- (J) DESIGNATED BASE: The base of operations from which the Contractor will operate.
- (K) FLIGHT RATE: The hourly rate of pay in minutes, and recorded as hours and tenths of hours.
- (L) FLIGHT TIME: Flying time for which the flight rate will be paid.
- (M) GUARANTEED PERIOD: The guaranteed period will consist of 35 days, on a seven (7) day week basis, holidays included, for each helicopter and will begin at 10 hours before sunset local (L) eastern time on the first day of the period and will end at sunset local (L) eastern time on the last day of the period.
- (N) ALERT STATUS: The time aircraft and crew are in readiness for immediate take-off.
- (O) GUARANTEED PAYMENT FOR AVAILABILITY: The Department guarantees a daily payment for each day of availability for each helicopter under this Contract.
- (P) BID SPECIFICATIONS: The bid specifications are included in and are a part of the contract.

## **SECTION 2. CONTRACT TERM:**

- 2.1 The Contract will commence upon execution and receipt of fully executed Contract and Notice to Proceed Letter, and terminate December 31, 2024.

Further, the parties may agree to renew this contract for up to four (4) additional annual terms, with the **final termination date of December 31, 2028**, upon the same terms and conditions set forth in the contract. The Contractor may, upon renewal, increase the unit price by a rate not to exceed 5%.

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

Once the renewal terms are mutually decided, the Contractor will provide written notification of the intent to renew, including the requested price increase if desired, to the Department no later than **September 30** prior to the termination date. The renewal notice should be sent to:

DCNR Bureau of Forestry – Department of Forest Fire Protection  
Attn: Jason P. Williams  
P.O. Box 8552  
Harrisburg, PA 17105-8552  
Or  
Emailed to: [japwilliam@pa.gov](mailto:japwilliam@pa.gov)  
Or  
Faxed to: 717-783-7960

- 2.2 The Department will require the ready availability of aircraft, pilot(s), appliances and equipment, during the guaranteed periods as set forth in the Contract. When requested by the Department, use before or after the guaranteed period is at the option of the Contractor. The Department reserves the right to alter the starting dates of the guaranteed periods by no more than 14 days for the four (4) renewal options. The total number of days (35) within the guaranteed periods will not change.
- 2.3 Any commitment of the Department after December 31 of each year this Purchase Order is continued in force by renewal is contingent upon available funds necessary for this expenditure.

### **SECTION 3. VENDOR REQUIREMENTS:**

- 3.1 Contractor must have a Title 14 CFR Part 133 "Rotorcraft External Load Operations" certificate which authorizes Class B loads at a minimum, and continue to hold throughout the contract term.

DESIGNATED BASE – The designated base of operation for this helicopter will be the Somerset County Airport, Somerset Pennsylvania. 2G9.

As the fire season in Pennsylvania progresses, the Contractor may be required to relocate to, but not limited to, the following airports or airfields with minimal notification:

Mid-State Airport, Philipsburg Pennsylvania. PSB

In addition, a number of auxiliary aerodromes approved by the Contractor and the Aircraft Operations & Safety Specialist may be established and used as directed by the Department. As much prior notification to relocate will be provided as possible, however flexibility in the Contractor's performance will be expected.

### 3.2 GUARANTEED PERIOD

EXCLUSIVE USE PERIOD: FROM **March 29** THROUGH **May 2, 2024**

It is possible the starting date could be one (1) to seven (7) days earlier or later than the estimated starting date given above. Five (5) days advance notice will be given to the contractor on the exact date on which to report and when to start the contract guaranteed period.

Each helicopter, appliances, equipment, and pilot(s) will be assembled on the Air Attack Base no later than ten (10) hours before sunset local Eastern time one (1) day before the first day of that helicopter's Guaranteed Period for inspection and tests. Failure to meet this request or be unavailable for the start of the Guaranteed Period could result in a penalty of \$400.00 per day being assessed. Penalties will be deducted from the Guaranteed Payment for Availability.

3.3 ADDITIONAL SERVICES - Additional flight time by minute units may be requested by the Department and will be compensated for. Daily availability rate will also be compensated during any periods of extension.

3.4 AIRCRAFT - Contractor(s) will provide one (1) rotary-wing aircraft powered by an engine of not less than 375 HP, with minimum gross weight cruising speed of 120 mph (104 KIAS). All aircraft are required to meet the manufacturers limitations specified in the Aircraft Flight Manual and other documents required by the Federal Aviation Administration. The Department's Aircraft Operations & Safety Specialist may inspect the Contractor's aircraft at the contractor's base of operations thirty (30) days prior to the specified date the aircraft are to arrive on the Department's base. If the aircraft fails to meet the standards for safe, effective helicopter operations, and the defects are major, the contract may be cancelled; if defects are minor, a period of not more than ten (10) days may be given to rectify the defects/malfunctions. The degree of the



defect/malfunction and the granting of the 10-day grace period are at the sole discretion of the Aircraft Operations & Safety Specialist.

If the aircraft do not meet the standards for safe and effective helicopter operations at this inspection, the contract will be cancelled, and the operator will be considered to be in default of the contract and his surety bond will be forfeited to the Department.

(A) PERFORMANCE - Each helicopter will be of such configuration as to be capable of transporting and cascading a minimum of 90 gallons of water utilizing an approved helicopter firefighting bucket; or the transporting of two (2) fire crew members; or one (1) fire crew member, and wildfire tools; or equipment equal to the approved category weight. Aircraft will have the performance capabilities of cascading or delivering these payloads from sea level to five thousand (5,000) feet MSL. Performance capabilities will be with crew and fuel requirements to accomplish the assignment, but at no time will fuel requirements be less than two (2) hours at cruise power settings.

(B) ENGINES - The maximum time on the helicopter engine since new or since major overhaul (SMOH) may not exceed the manufacturer's recommended Time Before Overhaul (TBO) unless specifically extended by the FAA under an approved progressive inspection program for the specific contractor and/or engine. Additionally, each engine will have at least 100 hours usable time at start of the Guaranteed Period. Top overhauls will not be considered as an overhaul on any engine. All maintenance actions will be recorded by a certified mechanic holding an inspection authorization (if necessary), a certified airframe repair station, the Director of maintenance, or the manufacturer of the aircraft will annotate aircraft logs as appropriate under the FARs.

(C) AIRCRAFT INSTRUMENTS

1. Adequate airworthy instrumentation in accordance with Federal Aviation Regulations to permit day and night VFR operations, and will consist of at least the following:

- Airspeed Indicator
- Compass
- HOBBS Hour Meter
- Tachometer for each engine
- Altimeter
- Clock
- Oil pressure gauge
- Fuel gauge indicating quantity in each tank
- Oil temp gauge for air-cooled engine(s)
- Temperature gauge for liquid-cooled engine(s)
- Vacuum Gauge if any vacuum instruments are installed

2. Magnetic Compass must have correction card checked within 30 days of start of the Guaranteed Period.
3. All required engine and system instruments and fuel gauges will be operational in accordance with the Federal Aviation Regulations.

(D) MISCELLANEOUS

1. The following equipment will have been installed and operational/serviceable in each helicopter:
  - a. Approved shoulder harness for pilot and passengers.
  - b. The pilot must wear an adequate life preserver or life vest when operating over water.
  - c. Parking brakes if equipped with landing wheels.
  - d. Approved position lights.
  - e. Approved aviation red or aviation white anti-collision light system.
  - f. One electric landing light.
  - g. Provisions for hard helmet and microphone by all crew members which permits all crew members to monitor any or all radio communications. Hard helmet exceptions must be approved by the Aircraft Operations & Safety Specialist.
  - h. A TSO-C91A or TSO-C126 Emergency Locator Transmitter (ELT) due to carriage of DCNR personnel (This is contrary to the requirements of Part 91.207(f)(6)).
  - i. Paint scheme will be high visibility paint.
2. Each aircraft will have a current annual inspection performed prior to the date set for inspection by the Bureau of Forestry. The aircraft must within the preceding 100 hours of flight time have received an annual or 100-hour inspection and been approved for the return to service. After such inspections, the aircraft must remain airworthy during the life of the contract Guaranteed Period. If the contractor operates under an FAA approved progressive inspection program (FAR 91.409(d)), they must continue to operate under its parameters during the Guaranteed Period. Exceeding an inspection interval will be done only in accordance with intervals outlined in the program.
3. Contractor will have available at his Designated Base one copy of the FAA approved maintenance manual for each make and model of aircraft used. The manual and inspection schedule(s) will be available to the contractor's pilot(s), mechanic(s), as well as for review by any representative of the Commonwealth, FAA Flight Standards District Office, NTSB, or other official.

4. Aircraft maintenance records will comply with the Federal Aviation Regulations with engine, propeller, rotor and aircraft flight time properly entered after each flight. The contractor will ensure that all maintenance performed on the aircraft is recorded in the affected aircraft's maintenance record/logs in accordance with 14 CFR 91 (ref: 14 CFR 43.1)
5. Each aircraft will be weighed and certified. Empty and gross weights will be entered in the maintenance records and in weight and balance documentations.
6. All paint must be in good condition and must not have been applied over dirty or greasy surfaces. All cables, fuel lines, hydraulic lines, oil lines, and wiring must be airworthy and will be inspected for condition and correct application and installation. If installed, brakes, brake lines, and tires must be always in a serviceable condition.
7. All maintenance performed will be entered in the approved aircraft maintenance records prior to the next flight.
8. All aircraft will make a low clearing pass over the drop area prior to the initial drop of water to alert crews on the ground. Continued radio communication with ground personnel is then required for each subsequent drop.
9. The Contractor will be in violation of Section 3.2 above and/or Section 8 below if:
  - a. Any of the above requirements are not met.
  - b. It is known that the aircraft has been abused or used for acrobatics.
  - c. Aircraft maintenance records are not currently posted.
  - d. Equipment is not airworthy.
10. The security of aircraft, associated vehicles, parts and equipment used under this agreement will be the responsibility of the contractor.

(E) FIRE BUCKET SPECIFICATIONS

1. Firefighting bucket will have a minimum capacity of 90 gallons. Performance characteristics and specifications of the Bambi, Chadwick or Sim's buckets will be the accepted standards for the firefighting bucket.
2. Cables will be at least 12 feet to allow the helicopter to land without detaching the firefighting bucket.

3. The helicopter will have all necessary aircraft equipment to handle external operation of the firefighting bucket including but not limited to slings and shackles, electric harness, dump valve switch, valve position light, break-a-way coupler, and pop-out plugs.
4. One (1) extra firefighting bucket, as described in (E) 1, and one (1) actuator for each helicopter will be in stand-by readiness for "back up" use in case of damage or loss to the primary bucket and/or actuator.
5. Bucket will be filled with water and tested for leaks when the aircraft is taxied and flown. Excessive leaking will not be permitted.

**3.5** PILOTS - Qualifications of pilots will be as follows:

A current FS or OAS Agency Pilot Qualification Record Card issued by a USDA/USDI approved Inspector of Pilots. Pilots requesting initial carding as Helicopter pilot or any pilot observed conducting poor flight practices may be required to demonstrate their ability to perform Pilot-in-Command duties (Federal Aviation Regulation Part 61, Appendix A), to a designated USDA/USDI Inspector of Pilots.

OR

In cooperation with the AOSS, the chief pilot must evaluate and certify in writing that each pilot has satisfactorily demonstrated the required knowledge skills and abilities to perform External Load Operations and Fire Fighting Tactics. Documentation should include date, time, duration of instruction, and evaluation of pilot performance during evaluation.

(A) GENERAL

1. Possess an FAA commercial certificate with appropriate category, class rating and type.
2. Valid medical certificate (Second class minimum) throughout the contract guaranteed period issued under provisions of 14 CFR Part 67.
3. Class and type ratings required by the FAA to fly assigned aircraft.
4. Be competent to operate the assigned aircraft.
5. Be well versed in all applicable parts of the FARs, safety and directives relative to helicopter and forest fire operations (Part 133).
6. Attend a controlled familiarization and flight training session along with a course in the fundamentals of fire behavior.

7. Qualify and perform (including professionalism and airmanship) to the satisfaction of the Bureau's Aircraft Operations & Safety Advisor, or designated representative.

(B) PILOT-IN-COMMAND

1. Pilots will have logged at least the following amounts of flight time as Pilot In-Command (PIC):

MINIMUM FLIGHT HOURS

Total (including the following)	1,500
In make & model	100*
During preceding 12 months	100
Cross Country	250
PIC Night	100
Typical terrain and landing	200
 In category to be flown under this Contract in preceding 30 days (PIC or SIC)	10
 Related type flying (PIC or SIC)	50
<b>*Note:</b> 50 hours if PIC has satisfactorily completed a factory school and checkout in make and model.	

2. Pilots in command will have at least two (2) years of experience (PIC or SIC), with at least 25 drops on going fires. They will be capable of good judgment in making drops on fires under diversified flight conditions. They will show consistent proficiency in making accurate drops. They will possess the ability to size up fires and attack them effectively and safely without direction from ground control or lead plane pilot. They will possess a basic knowledge of fire behavior.
3. Pilots not having at least one season of fire flying experience, and replacement pilots, after the contract start date will be required to undergo supervised practice at the expense of the Contractor. Said practice will be sufficient to qualify the pilot to the satisfaction of the Bureau's Aircraft Operations & Safety Specialist.
4. The Contractor must ensure that each pilot proposed for use has completed the Interagency Aviation on-line training modules for helicopter fire operations. The training is located on the Government's Interagency Aviation

Training (IAT) website at <https://www.iat.gov/> under Helicopter Pilot Training-Fire Fighting, modules H1, Basic Fire Behavior & Tactics, H2, Organization, Communication & Airspace and H3, Helicopter Operations. The training of these modules is recommended at least every 36 months. Pilots must sign up, create a profile and after completion of the modules print a copy of the certificates.

- (C) PROBATIONARY PERIOD - Pilots must be capable of consistent proficiency and demonstrate satisfactory and safe performance on a minimum of three (3) wildfires.
  - (D) COPILOT (SIC) - Must be properly qualified. If aircraft type certificate requires a second-in-command, and certified in accordance with FAA requirements.
  - (E) CONTROLLED SUBSTANCE USE - Any pilot observed by the Department using or in possession of any nonprescription, controlled substance such as, but not limited to, marijuana, hashish, cocaine, heroin, and/or amphetamines will be immediately dismissed from the project. Such findings will be reported to the appropriate law enforcement agency and the FAA for action.
  - (F) ALCOHOL CONSUMPTION - A pilot may not consume alcohol or a non-prescription medication containing alcohol within 12 hours of scheduled flight time. Any pilot observed by the Department consuming alcohol or exhibiting symptoms of alcohol intoxication or impairment or any other intoxication or impairment will be grounded for 24 hours. A second occurrence will result in dismissal from the project.
  - (G) PERSONAL PROTECTIVE EQUIPMENT – Pilots will possess and utilize (wear) any and all Personal Protective Equipment (PPE) during missions (this includes test or demonstration drops) in which the helicopter is operating with a slung load or is relocated, PPE will be left to the discretion of the PIC. PPE will include, but is not limited to, flight helmet, Nomex flight suit, fire resistant flight boots and gloves.
- 3.6 SERVICE TRUCK – One (1) service truck, in good condition and equipped with necessary tools and fueling facilities are required for this project and will be supplied by the Contractor. The truck is to be located where flight service operations are being conducted. This truck may be operated by designated Department personnel if it can be legally driven with a Pennsylvania Class C operating license, otherwise a driver is to be provided by the contractor. Contractor must show proof of current automotive liability insurance (reference Section 25 (E), to the ATBM before start of flight services.
- 3.7 RADIO/ELECTRONIC FACILITIES/ AUTOMATED FLIGHT FOLLOWING
- (A) EQUIPMENT - As a condition of aircraft approval prior to being placed under Contract to the Department, helicopters will have satisfactory electronic

communications and navigational facilities as described below. All Contractor-furnished communications and electronic navigational equipment will be of types currently approved by the FCC and the FAA. The following basic facilities are required for all rotary winged aircraft.

1. VHF COMMUNICATIONS – One (1) panel-mounted VHF-AM (VHF-1) Aeronautical transceiver with a minimum of 760 channels covering 118.000 to 136.875 MHz. It must have channels selectable in no greater than 25 kHz increments and a minimum of 5 watts carrier output power. The transceiver's operational controls must be mounted so they are readily visible and accessible to the pilot.
  2. ELECTRONIC NAVIGATION EQUIPMENT - Each helicopter operating for the Department will be equipped by the Contractor with a complete and fully operating navigation system.
  3. HEADSET-MICROPHONE EQUIPMENT - Each operating crewmember will be equipped with a crash helmet headset microphone assembly.
    - a. The flight helmet will be similar to Gentex models SPH-4, SPH-5, HGU-84 or HGU-84 or equivalent.
  4. FM RADIO-CONTRACTOR AIRCRAFT - Contract aircraft must have VHF/FM capability. VHF/FM radio units must be installed in accordance with FAA requirements. The VHF/FM radio unit must be capable of being programmed with DCNR's operating radio frequencies upon arrival.
    - a. One (1) weatherproof external broadband antenna covering the band 150-174 MHz with associated coaxial cable and connectors.
  5. AUTOMATED FLIGHT FOLLOWING EQUIPMENT- One (1) Automated Flight Following (AFF) aircraft hardware unit compatible with the government's AFF tracking network (AFF.gov). Not all available AFF hardware is compatible with AFF nor meets AFF's requirements. The contractor must ensure that the AFF aircraft hardware offered is compatible with AFF. Login information to view AFF must be provided to the Bureau.
- (B) INSPECTION - The Department's Radio Engineer will inspect and test all radio installations for compatibility with DCNR's radio system and to ensure it is capable of being programmed to DCNR radio frequency.
- (C) SERVICE AND MAINTENANCE - It is the responsibility of the Contractor to maintain in good working order all radio facilities he is required to furnish. Failure to do so could result in the helicopter being deemed unavailable as defined in Section 8.

**SECTION 4. SUBSTITUTION OF HELICOPTER OR PILOT:**

During the guaranteed period the Contractor may furnish substitute helicopter and/or pilots on a temporary or permanent basis. Any aircraft substituted must be of the same or greater performance capabilities for speed and water load capacity as the aircraft specified in this Contract. Any pilot so furnished will meet the qualification requirements of this Contract. Substitution of either helicopters or pilots will be approved in writing by the Bureau's Aircraft Operations & Safety Specialist, or designated representative prior to use. The privilege to substitute aircraft and pilots may be used by the Contractor to avoid liquidated damages or unavailability penalties described under Section 22.

**SECTION 5. RATES OF PAY:**

The rates include all operating expenses of the aircraft, appliances, equipment, insurance, properly qualified pilots, and ferry time from the Contractor's business location to the designated base and return. Rates are to be based on a guarantee of 2,100 minutes/35 hours of flight time for each helicopter. All flying time including, but not limited to, ferry flights and aerial delivery flights, will be considered part of the 2,100 minutes of flight time. If at the end of the Guaranteed Period 2,100 minutes hours of flight time were not required, the difference between the time flown and the guaranteed 2,100 minutes for each helicopter will be paid. The 2,100 minutes of guaranteed flight are based on the Contractor completing the 35 day Guaranteed Period for each helicopter. If the Contractor does not complete the 35 day Guaranteed Period, then the hours of Guaranteed flight time will be paid at ½ for each day completed.

**SECTION 6. GUARANTEED PAYMENT FOR AVAILABILITY DURING THE GUARANTEED PERIOD:**

The Department will guarantee a minimum payment for 2,100 minutes within the thirty-five (35) days (Guaranteed Period), for the availability of each aircraft and services listed in Section 3.

Availability payments will be invoiced for payment at the end of each seven (7) day period, in five (5) equal payments.

**SECTION 7. READINESS TO PERFORM FLIGHT DURING THE GUARANTEED PERIOD:**

- 7.1 During the Guaranteed Period and any period of additional service, the helicopter will be stationed and remain at their designated bases of operation preflight serviced and ready for takeoff. Stand-by may be requested at other approved auxiliary operational sites.
- 7.2 During said periods the helicopter pilots will remain in alert status unless relieved by the base Air Attack Officer.
  - (A) At any time during said periods the base Air Tanker Base Manager (ATBM) may order helicopter on alert and the contractor will within 3/4 hour after such notice,



have his helicopter manned and ready for immediate takeoff. The helicopter and crews will remain in alert status until relieved by the base ATBM.

- (B) Immediate takeoff will mean that no more than 15 minutes will elapse between the time the flight order is given and the time the helicopter is airborne.
- (C) The times in (A) and (B) above are the maximum times that can be taken by the Contractor without being subject to penalties described under Section 22.
- (D) During the Guaranteed Period, when conditions are favorable, the availability requirements may be modified by the Chief, Division of Forest Fire Protection or his authorized representative to allow the Contractor's personnel time off base. Such breaks may be authorized verbally for periods of less than a full day if documented by a notation on the form "Before Operation Daily Check for Air Tanker Base." Approval for breaks for a full day or more will be in writing from the ATBM.

#### **SECTION 8. UNAVAILABILITY OF HELICOPTER AND PERSONNEL:**

As used throughout this Contract, "unavailability" or unavailable will mean:

- (A) Any day or portion thereof that the Contractor's aircraft and/or crews are not in condition to perform ordered flight without permission; or
- (B) Failure to comply with availability and readiness requirements; or
- (C) Pilots are prohibited from flying as specified in Sections 16.1, 16.3, or 19.1 (G) of this Contract. A Contractor's aircraft will not be considered unavailable when the pilot is not permitted to fly because of limitation of flight hours as described in Section 19 (A-F).

#### **SECTION 9. LOADING CAPACITY:**

Helicopter will be loaded to their maximum capacity consistent with safety requirements under varying climatic, elevation and flying conditions. Spot checks will be made to determine that the minimum requirements set forth in this Contract are being met.

#### **SECTION 10. TEST FLIGHTS:**

As a readiness requirement, the Aircraft Operations & Safety Specialist, or the ATBM may order flight and water drops to test the condition of the helicopter, gate security, release mechanism, radio communications and to maintain proficiency of the flight crew. Ordered flights for this purpose are not to exceed a total of three (3) hours per helicopter two (2) days prior and during the Guaranteed Period and are a part of the availability requirements and no additional payment will be made, therefore.

## **SECTION 11. FERRY FLIGHTS:**

- 11.1 DURING THE GUARANTEED PERIOD - Ferry flight means an ordered flight from the designated base to specific points and return to the designated base.
- 11.2 PRIOR TO OR AFTER THE GUARANTEED PERIOD - Before and after the Guaranteed Period, ferry means an ordered flight from the designated base to specific points and return. In addition, when the Contractor's helicopter, equipment and personnel have been released from the designated base and have returned to the Contractor's home base, ferry time may be paid at the flight rate specified under Section 5 from the Contractor's home base to the designated base and return to the home base when mutually agreed by the Contractor and the Department.
- 11.3 FERRY FLIGHT WEATHER MINIMUMS - It is accepted knowledge that established weather minimums may not be acceptable criteria for safe flight operations, therefore any ferry flight operation necessary during marginal weather minimums will be conducted only when approved by the pilot-in-command, the Contractor and the Aircraft Operations & Safety Specialist. Further, they will be conducted in accordance with Federal Aviation Regulations. The pilot-in-command will be instrument rated if required, the aircraft equipped with the necessary instrumentation, fueled sufficiently for the flight to include necessary reserves, if conducted under IFR conditions. An FAA flight plan will be filed for the flight.

## **SECTION 12. FLIGHT TIME:**

- 12.1 Flight time will be calculated in minutes, and will begin when the helicopter leaves the helipad loading area and stop when the individual sortie is completed, and engines are shutdown. Flight time will not be calculated to include time fueling or loading.
- 12.2 All flights going to and coming from the fire will be made with dispatch, traveling the most direct routes consistent with safety, airspace restrictions, weather conditions and helicopter performance capabilities. Known distances flown and known speed of the helicopter will be used as a basis to determine that the flight time is reasonable. No payments will be made for unreasonable time.

The Bureau of Forestry will determine what constitutes an unreasonable time.

## **SECTION 13. UTILIZATION OF HELICOPTER:**

- 13.1 During the Guaranteed Period, and any additional periods of service, the helicopter furnished by the Contractor will be dispatched by the schedule arranged by the ATBM, and thereafter used to the maximum extent feasible for delivery of water on fires occurring within the zone of his designated base. A zone is defined as the area

surrounding an operating base from which the helicopter can be dispatched to arrive at a fire in less time than from another base.

When air attack aircraft in addition to those under Contract at a designated base are required to suppress fires, the following priorities will be used to the extent feasible.

- (A) Use Contract aircraft from other bases.
- (B) Use additional helicopter from designated base Contractor which have been approved for use.
- (C) Use aircraft owned or under contract to any agency cooperating with the Department in fire suppression.
- (D) Use any other aircraft available where aircraft and pilots are pre-qualified by the U.S. Forest Service or other state suppression agencies.

13.2 The Chief, Division of Forest Fire Protection and the Aircraft Operations & Safety Specialist may order the Contractor to move to other bases or locations when deemed necessary. However, those other bases or locations must meet with the approval of the Contractor. All terms and conditions of this Contract will apply to the operations at such temporary bases or locations.

#### **SECTION 14. MEALS, LODGING, TRANSPORTATION:**

The Contractor will make his own business arrangements for billeting, subsistence, transportation, support and other expenses of their employee(s) at the designated base, as well as any location to which the helicopter may be relocated for operations.

#### **SECTION 15. AIRPORT USE, COSTS, FUEL:**

15.1 The Contractor will make his own business arrangements for use of the airport at their designated base (e.g., parking, tiedown, and use of hangar) as well as at all approved auxiliary operational sites. The Contractor will pay for all costs incidental to operations at these bases, including aviation oils, lubricants, and ground power units. All business arrangements are strictly between the vendor and Contractor.

15.2 Bureau of Forestry personnel will not be involved in any way with hot fueling the helicopter.

#### **SECTION 16. ABORTED MISSION:**

16.1 No payment will be made for flights when the load of water is accidentally or carelessly dropped on non-target areas. In addition, the cost to the Department of the lost load may be charged to the Contractor and deducted from payment due him.

- 16.2 This provision is not intended to cover drops made with the consent of a lead-plane pilot, Incident Commander (IC), Dispatcher, or when an engine is lost, or when in the actual fire area and because of an emergency the pilot is forced to drop sooner than expected, or misses the target in a legitimate try, or must jettison the bucket to improve aircraft performance for a safe egress of the airspace.
- 16.3 The pilot or helicopter or both will be grounded after any aborted mission until the cause has been determined and corrected.

#### **SECTION 17. ACCURACY OF DROP ON TARGET AREAS:**

To be effective for control of wildfire, the water must be accurately dropped on the target areas from low levels. Normally, the ideal range for a drop is between 50 and 100 feet above ground cover. Drops which miss the target area are of no value to the Department. It is recognized at times drops will be ordered on targets which are difficult to hit. Therefore, specific accuracy requirements are not included in this Contract. However, since satisfactory performance cannot be achieved without reasonably accurate dropping of water, the Department may terminate the contract if performance in this respect is consistently unsatisfactory regardless of whether due to pilot error, limitations of the helicopter or a combination of both. Suggested drop altitudes must not jeopardize safety. The pilot is solely responsible for obstacle clearance.

#### **SECTION 18. REPAIR AND MAINTENANCE REQUIREMENTS AND AUTHORIZATIONS:**

- 18.1 The Contractor will provide sufficient ground crews, FAA certified Aircraft and Powerplant mechanics, and repair facilities at his home and designated base of operations to maintain his equipment in airworthy condition throughout the period of the Contract. There will be no waiver of this requirement during the life of the Contract, and if periodic inspections indicate a general laxity in this respect, it will be sufficient grounds for termination of the Contract under Section 22.
- 18.2 DAILY LINE CHECK AND HELICOPTER INSPECTION - Before each day's operation a preflight inspection will be made on each helicopter and the aircraft's condition and status recorded on a form approved for this inspection. Should this line check and inspection reveal any discrepancy or malfunction that could develop into or render the aircraft unsafe for the day's operation, a "shut down period" of reasonable duration will be authorized. This authorized period may be extended should minimum fire danger conditions permit.
- 18.3 AUTHORIZED MAINTENANCE - Authorized shut down for periods of reasonable duration, necessary in the interest of safety and to handle maintenance or repairs that are not the fault of the Contractor and cannot be handled at other times may be granted. This "shut down" period must be approved by the Aircraft Operations & Safety Specialist or other representative of the Chief, Division of Forest Fire Protection.

Maintenance authorization will be granted before 1000L and after 2100L time when fire danger is low. It is expected the contractor will optimize this period to conduct preventative maintenance operations to ensure minimized interruption to normal flight operations.

The Bureau of Forestry will determine what constitutes a reasonable duration.

## **SECTION 19. PILOT HOURS AND PILOT PERFORMANCE:**

19.1 SAFETY IS OF THE UTMOST IMPORTANCE, and pilot fatigue is to be avoided to the extent possible. Therefore, Department regulations limit the hours that pilots can fly as follows:

- (A) EIGHT HOURS ON FIRST DAY. This is the first day of a series of flight days. Standby or flight time of four (4) hours or less on the previous day should not be considered as initiating the first day in this series. Only one (1) eight-hour day is authorized within six (6) consecutive days.
- (B) SIX HOURS PER 24 HOUR PERIOD THEREAFTER. The 24-hour period is from 12:00 AM (midnight) to 12:00 AM (midnight).
- (C) NOT TO EXCEED 38 HOURS IN ANY 6-DAY PERIOD. This permits eight (8) hours the first day and up to six (6) hours a day for the balance of the six-day period or until 38 hours are met.
- (D) CREW REST. Pilots flying 26 hours or more in six (6) consecutive days will be required to have the 7th day for rest.
- (E) ONE-HOUR REST PERIOD. At least one (1) rest period of one-hour duration is required within the maximum flight hours for a 24-hour period. It is preferable that a two-hour rest period be arranged whenever possible.
- (F) TIME OUT INCIDENT. This permits one (1) hour time out for near miss situations.
- (G) PILOT PERFORMANCE. The Department may also ground any pilot, either temporarily or permanently, who flies recklessly, continues to make ineffective drops, or otherwise conducts himself/herself in a manner detrimental to the purpose for which he/she is contracted. The pilot is responsible for preflight mission planning (e.g., weather, NOTAMs, etc.), aircraft performance (TOLD/weight & balance), obstacle clearance, aircraft condition and safe flight.

19.2 REST PERIODS. Paragraphs (D) and (E) above should be devoted to rest time. Time spent refueling or checking the aircraft, aircraft maintenance, loading or unloading, checking weather or such related work will not be considered part of a rest period.

**SECTION 20. PAYMENT:**

- 20.1 Payments will be made for the services provided as promptly as possible upon receipt of the Air Drop Report Invoice approved by the authorized representative of the Department. Payments for availability will be invoiced and paid separately. Flight time will be paid for each individual mission (fire or ferry flights) at the appropriate rates. Final payment will be made as promptly as possible after determining the Contractor has satisfied the requirements and based on the guarantee of 2,100 minutes of flying service as described in this Statement of Work.
- 20.2 Upon mutual agreement, any work performed outside of the Guaranteed period will be paid at the agreed upon rate. A separate bid amount is required for this period of service. Guaranteed flight hours and daily availability are not offered for additional work outside of the Guaranteed Period. Payment will be made for actual flight hours and daily availability.

**SECTION 21. COMPLIANCE WITH FEDERAL AND STATE REGULATIONS:**

All helicopters used by the Contractor under the terms and conditions of this Contract, will be operated in full and complete conformance with the requirements of the Federal Aviation Administration (including Authorized deviations, and the Pennsylvania Department of Transportation, Bureau of Aviation). This includes aircraft and pilot certification as required.

**SECTION 22. FAILURE TO PERFORM:**

- 22.1 One-tenth of the daily availability rate in effect will be deducted for each hour or portion thereof that aircraft or personnel are unavailable between the hours of 10 hours before sunset and sunset Eastern local time. Deductions will be made at the end of each seven (7) day period when availability payments are invoiced for payment. The maximum daily availability to be deducted in any one day will be an amount equivalent to the daily availability rate in effect. The Contractor will not be liable for a reduction in daily availability payments if the failure to meet the terms of the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Commonwealth in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- 22.2 Failure of the Contractor to have helicopter available in readiness to perform flight as set forth in Section 7, may cause serious damage to the Commonwealth. In addition to the above availability deductions, fixed and agreed liquidated damages set forth below may be assessed for each hour or portion thereof that aircraft or personnel are unavailable.

RATE PER AIRCRAFT

\$500.00/HR.

Liquidated damages may be assessed for unavailability occurring between the hours of 10 hours before sunset and sunset. The maximum liquidated damages to be assessed each calendar day is an amount equivalent to 10 hours at the above rate for the helicopter contracted.

22.3 Failure to meet the availability requirements, as set forth in Section 7, will give the Department the right to terminate this Contract if such unavailability continues for a period of three (3) consecutive calendar days, or for a total of five (5) or more calendar days during the Guaranteed Period. Should it become necessary to terminate the Contract as above provided, the Contractor will be liable for any excess costs incurred by the Department in procuring similar services elsewhere.

**SECTION 23. BONDS:**

The Contractor is required to submit performance security in the amount of twenty (20) percent of the total contract cost for the current term of the contract. Performance security must be in the form of a specific performance bond, an irrevocable letter of credit or a certificate of deposit, all in a form acceptable to the Commonwealth, or a certified check or a bank cashier’s check drawn to the order of the “Commonwealth of Pennsylvania”. All performance security shall be conditioned for faithful performance of the purchase order.

Where the Contractor does not comply with the Contract or a purchase order, the amount of the Commonwealth’s damages shall be liquidated to the amount of the proceeds of the check, performance bond, letter of credit, certificate of deposit, or escrow account or the Commonwealth may, at its option, bring legal action against the Contractor or its surety for the damages it has suffered for any default, in which case security held by the Commonwealth will be applied as a credit in such suit for damages.

Original performance security should be mailed to the Procurement Contact located at:

FedEx, UPS, DHL, or other carriers: DCNR Bureau of Administrative Services Attn: Jody Russell 400 Market Street, 7th Floor Harrisburg, PA 17101	United States Postal Service (USPS): DCNR Bureau of Administrative Services Attn: Jody Russell PO Box 8769 Harrisburg, PA 17105-8769
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A copy of the performance security should also be emailed to [jorussell@pa.gov](mailto:jorussell@pa.gov).

The purchase order will not be issued until the performance security is furnished.

**SECTION 24 DCNR BOND FORM:**

Should the awarded contractor elect to select a Performance Bond as its security, the contractor must utilize the DCNR Standard Bond Form. Only the awarded contractor must submit a performance bond. The DCNR Procurement Contact will email the DCNR Standard Bond Form to

the awarded vendor prior to the execution of the Purchase Order. If a performance bond is submitted on a bond form other than the DCNR Standard Bond Form, the DCNR reserves the right to reject the bond.

## **SECTION 25 INSURANCE:**

The contractor shall purchase and maintain, at its expense, the following types of insurance(s) issued by companies acceptable to the Commonwealth.

- (A) Workman'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.
- (B) 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.
- (C) Aircraft Liability - \$1,000,000 single limit for each occurrence for bodily injury and property damage.
- (D) Airport Liability - \$1,000,000 single limit for each occurrence for bodily injury and property damage combined.
- (E) Automotive Liability - \$1,000,000 single limit for each occurrence for bodily injury and property damage combined.
- (F) Environmental Impairment Liability Insurance - covering environmental impairment caused by negligence in an amount of \$500,000 per occurrence. This specific type of insurance may be substituted by any riders to any of the aforementioned insurance, provided it services the same benefit and purpose. These provisions must cover the Commonwealth, as well, for any liability.
- (G) 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.

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.

A copy of the insurance certificates can be mailed to the Procurement Contact as directed in Section 23 Performance Bond *and* a copy must be emailed to the Procurement Contact at [jorussell@pa.gov](mailto:jorussell@pa.gov).

#### **SECTION 26. MISCELLANEOUS:**

- (A) It is understood that the pilot is the "captain of his ship" and is free to refuse any flight which he considers hazardous or unsafe. The decision of the Pilot-In-Command to terminate a sortie is final.
- (B) Judgment of effectiveness of wildfire suppression procedures will be the responsibility of Department personnel.
- (C) Though pilot substitution is permissible, it is desirable for the pilot to remain with the aircraft until the termination of the Guaranteed Period.
- (D) Ground travel on the job will be provided if no other means of travel is available when the helicopter is dispatched from other than the designated base.
- (E) For purposes of the interest payments required under Act 266 of 1982, if additional work is directed by the Department of Conservation and Natural Resources which is not included herein and no contract amendment has been executed by the parties for said work, or if the term of this contract has expired; payment will

not be due hereunder until after the contract amendment for additional work has been fully executed by all of the parties, or an extension of time granted.

- (F) Contractor and the Commonwealth recognize that in actual economic practice, overcharges by vendor's suppliers resulting from violations of state or federal anti-trust laws are in fact borne by the Commonwealth. As part of the consideration for the award of this contract, and intending to be legally bound, vendor assigns to the Commonwealth all right, title and interest in and to any claims vendor now has or may hereafter acquire under state or federal antitrust laws relating to the goods or services which are the subject of this contract.
- (G) Any commitment of the DEPARTMENT while this Contract is in force is contingent upon the availability of funds. If federal funds are involved in future year changes the commitment is contingent upon federal funds being available to the Commonwealth for the CONTRACT purposes.
- (H) Federal Requirements. The following GENERAL CONDITIONS are an integral part of the CONTRACT:
  - (1) All applicable provisions of the Code of Federal Regulations in effect on the date of the execution of the CONTRACT are a part of this CONTRACT.

#### **SECTION 27. CONTRACTOR REQUIREMENTS:**

The contractor will comply with completion of the Pennsylvania Bureau of Forestry Pilot Application & Approval Form, Pennsylvania Bureau of Forestry Aircraft Description & Approval Form. Failure to submit the completed Forms with the bid may result in the bid being rejected as non-responsive.

#### **SECTION 28. CONTRACTOR QUALIFICATIONS:**

Pursuant to Executive Order 2021-06, Worker Protection and Investment (October 21, 2021) the Commonwealth is responsible for ensuring that every Pennsylvania worker has a safe and healthy work environment, and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with all applicable state labor and workforce safety laws. Such certification shall be made through the Worker Protection and Investment Certification Form (BOP-2201) and submitted with the bid, proposal or quote. Failure to submit a completed Worker Protection and Investment Certification Form may render your submission and non-responsive.

#### **SECTION 29. BID AWARD:**

29.1 The bidder must complete and return the following:

- (A) The electronic Invitation for Bid to be found at [www.pasupplierportal.state.pa.us](http://www.pasupplierportal.state.pa.us).

- (B) The Pennsylvania Bureau of Forestry Pilot Application & Approval Form.
  - (C) The Pennsylvania Bureau of Forestry Aircraft Description & Approval Form.
  - (D) A properly executed Worker Protection and Investment Certification Form.
- 29.2 Bid will be awarded based on the lowest **total sum**. In the event of a discrepancy between the unit price and extension of figures, the unit price will prevail.
- 29.3 The unit price will include all materials, labor, superintendence, tools, equipment, and any other items necessary for completion of the project.
- 29.4 The contract quantities herein are estimated only and may increase or decrease depending on the needs of the Department.
- 29.5 The contractor will be paid at the unit price for actual work performed.
- 29.6 The Department will only accept out to two (2) decimal points when entering your "Unit Price" figures in the Invitation for Bid.

### **SECTION 30. CONTRACTOR REFERENCES:**

After the bid opening, and prior to awarding of the contract, the Department has the right to request references (names, address and telephone number) of similar work performed in the previous two (2) years as proof of qualifications to perform the work involved in this contract. Similar work is defined as, the aerial delivery and cascading of water and fire retardants on wildfires, and providing support for wildfire control personnel in the suppression of wildfire. Work may have been performed in support of state or federal agency.

References are an optional tool available to the Department to help determine bidder capabilities. If any of these references are requested and the bidder cannot supply the necessary documentation and proof of compliance, the Department reserves the right to reject the bidder. The decision to both request references or reject bidders based on inadequate reference will be made solely at the discretion of the Department.

### **SECTION 31. RECEIPT AND OPENING OF BIDS:**

- 31.1 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, emailed, and mailed bids **will not** be accepted.
- 31.2 No responsibility will be attached to any employee of the Department for the premature opening of, or the failure to open, a bid not properly addressed and identified, or for any reason whatsoever.

**SECTION 32. BID RESULTS:**

Bidder can obtain bid results by accessing [www.emarketplace.state.pa.us/bidtabs.aspx](http://www.emarketplace.state.pa.us/bidtabs.aspx). The bid results will be posted as soon as practicable. The results are the apparent bidders, and all bids are under review until final award of the purchase order.