

STATEMENT OF WORK

DEPARTMENT OF CONSERVATION & NATURAL RESOURCES
BUREAU OF FORESTRY
DIVISION OF FOREST FIRE PROTECTION
REGIONAL CHARTER OF AIRCRAFT AND AIRCREW

I. SCOPE OF WORK

The Commonwealth of Pennsylvania, Department of Conservation and Natural Resources, Bureau of Forestry, Division of Forest Fire Protection, requires services for the charter of aircraft and aircrew for forest fire prevention, detection, fire-fighting, surveys, and other official missions as required by a District Forester in any of the forest districts contained within a region (Reference: Attachment A).

This Solicitation is explicitly for Region E, encompassing DCNR Forest Districts 17,18, and 19.

Questions regarding the technical aspect of this bid should be directed to Jason Williams, Division of Forest Fire Protection, at 717.787.5077 or japwilliams@pa.gov. Questions regarding the bidding or contracting procedures should be directed to Jody Russell at 717.783.2566 or jorussell@pa.gov.

II. CONTRACT CONDITIONS

Contractor will provide services for the charter of aircraft and aircrew for forest fire prevention, detection, firefighting, surveys, and other official missions as required by a District Forester in any of the forest districts contained within a region.

The Contractor must have a minimum of two (2) aircraft and two (2) pilots 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 will be completed in performance of this contract:

a) To be submitted with the bid:

1. Complete and attach the "Pilot Approval Form" for each pilot that will fly under this contract.

2. Complete and attach "Aircraft Description and Inspection Form" for each aircraft that will be used in the performance of this contract.
3. For each pilot that will fly under this contract, the awarded Contractor must attach copies (front and back) of their FAA Airmen and current Medical Certificates.
4. 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.

b) To be completed after bid opening, but prior to award:

1. 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.

c) To be completed post-award of the purchase order:

1. Provide, upon call or demand by a District Forester or a District Forester's representative, approved aircraft, and aircrew, for the purpose of forest fire prevention, detection, firefighting, or any other official use.
2. Provide updated "Pilot Approval Form" and "Aircraft Description and Inspection Forms" as necessary.

IV. CONTRACT REQUIREMENTS

a) Provide aircraft of the following specifications:

1. 180 HP (minimum)
2. Single Engine Land (fixed wing appropriate)
3. Four Place (including pilot)
4. Handheld Fire Extinguisher with a 2B:C (minimum) rating, mounted, and accessible to the flight crew while seated. It will be maintained with the National Fire Protection Association (NFPA) 10; *Standards for Portable Fire Extinguishers* or the Contractor's 135 operations manual.
5. TSO-C126 ELT (406 MHz) utilizing a separate ELT antenna external to the fuselage and meeting the requirements of 14 CFR 91.207 (excluding sections e and f).
6. **Automated Flight Following (AFF) equipment, if required for mission safety; will be furnished by the Department for installation.**

Aircraft must have an external antenna capable of a frequency of 151 MHz to 174 MHz, either self-contained or male external BNC connector with coax cable to reach the observer's portable radio (with a female BNC connector). The antenna must be mounted in a position that allows unobstructed signal reception from the ground in all phases of flight.

The approved aircraft may be utilized in such activities as wildfire detection, surveillance, photography, surveys, transportation, and general forest administration. At any time, the Department may exclude a Contractor's aircraft and/or pilot from the performance of the contract.

b) Provide pilots with the following qualifications:

1. Pilots must possess a valid Airline Transport Pilot (ATP) or Commercial Airmen Certificate with Instrument Rating (appropriate category and class for the type aircraft used), 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.
2. In addition to Part 135 minimums stated in 14 CFR 135.243, pilots will have a minimum flight time accumulated as follows:
 - i. 500 hours Pilot-In-Command (PIC) in fixed-wing aircraft.

- ii. 100 hours (PIC, SIC or dual) cross-country flight time over mountainous terrain similar to that of the area to be served by this contract.
 - iii. 25 hours make and model (aircraft – single engine).
 - iv. 50 hours within the preceding 12 months.
 - v. 500 hours cross-country time. Can be reduced to 250hrs if Pilot has ATP or CFII.
3. Evidence of satisfactorily passing all required FAA flight checks in accordance with provisions of 14 CFR Part 135. Pilots must meet the current requirements of 14 CFR 135.247.
- c) The Contractor must have a minimum of two (2) aircraft and two (2) pilots 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.
- d) A Contractor is only eligible to bid two regional contracts if they have a minimum of three (3) aircraft and three (3) pilots listed on their Part 135 Operations Specifications.

If a Contractor bids upon multiple regions and does not have the aircraft and pilots required or after award of the bid, they are unable to perform the duties of the contract, the contract will be terminated by the Department.

- e) 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 Pennsylvania 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 non-responsive.

V. CONTRACT LOCATION

- a) **All flights, thus payments, will begin and end at any of the public FAA licensed airfields within the Forest Fire Protection Region being bid unless otherwise specified by the Department.**

All operating expenses, including, but not limited to, fuel expenses, airport landing/user fees, tie down/hanger fees, ground power cart fees, maintenance or

inspection expenses, incidental pilot and aeronautical publication expenses, et cetera, are the responsibility of the Contractor. Therefore, no additional payment will be made.

VI. FLIGHT-TIME GUARANTEE

- a)** The Department guarantees a minimum of 25 hours flight time per year. Actual flight hours for the year will be deducted from the 25-hour minimum, and the difference will be compensated at the hourly rate bid. The 25 hours of flight time will encompass all types of flights by the Department.
- b)** Should the Contractor utilize all 25 guaranteed hours in his awarded region for this contract, but the Contractor of a neighboring region has not, the Contractor of the neighboring region may be offered subsequent flights to the awarded region in this contract: such flights would be paid at the established price for the neighboring Contractor's region. Any flights to a neighboring region would include ferry time from the regional airport unless authorized, prior to the flight, by the Department.
- c)** Similarly, should the Contractor not utilize all 25 guaranteed hours in his awarded region for this contract, but a neighboring region has, the Contractor for this contract may be offered subsequent flights to the neighboring region; such flights would be paid at the bid price set in this contract. Any flights to a neighboring region would include ferry time from the regional airport unless authorized, prior to the flight, by the Department.
- d)** The decision to offer flights either to a neighboring Contractor or requesting that the Contractor flies for a neighboring region is at the sole discretion of the Department.

While the intent is to utilize the guaranteed hours to their fullest extent, such requests may be made, at any time, based upon the needs of the Department. A District Forester or his representative is responsible for contacting the Contractor and providing the details of the services required. All payment terms described in **Section XIV** will apply to this type of service.

- e)** This guarantee will become null, and void should either approved aircraft be unavailable for use within twenty-four (24) hours of scheduling notice to the Contractor or the Contractor fails in the performance of this contract

VII. INSURANCE REQUIREMENTS

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

- a) **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.
- 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 combined.

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 must be emailed to Jody Russell at jorussell@pa.gov.

VIII. **CONTRACT TERM & ESCALATION CLAUSE**

The contract will commence upon execution and receipt of Purchase Order and terminate June 30, 2025.

Further, the parties may agree to renew this contract up to two (2) additional, annual terms, with a final termination date of June 30, 2027, 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 February 28 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 March 31 prior to the termination date. The renewal notice should be mailed, faxed, or emailed to:

DCNR Bureau of Forestry – Forest Fire Protection
Attn: Aircraft Operations & Safety Specialist
P.O. Box 8552
Harrisburg, PA 17105-8552
Fax: 717.783-.960
Email: japwilliam@pa.gov

IX. BID AWARD

Bidder must complete and return the following for award of bid:

1. The electronic Invitation for Bid to be found at www.pasupplierportal.state.pa.us,
2. A properly executed Pilot Approval Form,
3. A properly executed Aircraft Description and Inspection Form, and
4. A copy of their Part 135 Operating Certificate.
5. A properly executed Worker Protection and Investment Certification Form.

Bids will be awarded based on lowest total sum.

Note: The Department will only accept out to two (2) decimal points when entering your "Unit Price" figures in the bid.

The contract quantities herein are estimated only and may increase or decrease depending on the needs of the Department.

The Contractor will be paid at the unit price for actual work performed.

X. CONTRACTOR REFERENCES

After the bid opening and prior to awarding 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 will be defined as having performed aerial surveys, charter flights, aerial sightseeing tours, pipeline or powerline patrols.

XI. PAYMENT TERMS

Payment will be on a reimbursement basis for services performed.

Upon completion of any flight service or tour of duty, an approved Flight Invoice will be completed, stating: the name and address of the contractor; the pilot's name; the invoice number; the make and type of aircraft; the hours flown; the date; and the flight purpose(s).

This form will be signed by the contractor's pilot/representative and the District Forester or the District Forester's representative. The form will be provided by DCNR and a copy will be given to the contractor.

All charges must start and end at the designated airport unless otherwise specified by the Department.

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., 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 will be paid in tenths of an hour (\$4.00 per tenth of an hour) for a maximum of two (2) hours. The maximum standby time paid by the Department will be two (2) hours in each scheduled flying period for a total of \$80.00.

This contract will be paid by Automated Clearing House (ACH), commonly referred to as direct deposit. Contractor should review V.21 CONTRACT-016.2 Payment – Electronic Funds Transfer of the attached Commonwealth's Terms and Conditions for complete details and contractor's responsibilities.

XII. INVOICES

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

The DCNR-provided form 8100-FM-FR0076 (Flight Invoice) MUST be either:

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

Email a copy of the correctly executed invoice to: 69180@pa.gov.

For information on the Commonwealth's E-Invoicing Program, visit:
<http://www.budget.pa.gov/Programs/Pages/E-Invoicing.aspx#.VnmrO6Mo6Uk>.

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 listed on the purchase order must also be listed on each invoice. Failure to provide this information may result in a delay of payment.

XIII. RECEIPT AND OPENING OF BIDS

Bids must be submitted via the PA Supplier Portal, to be found at www.pasupplierportal.state.pa.us Faxed, emailed, 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 for any reason whatsoever.

XIV. BID RESULTS

Bidders can obtain bid results by accessing www.emarketplace.state.pa.us/bidtabs.aspx.

The bids 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.