

EXHIBIT A

INVITATION FOR BID

FIRE AVIATION SERVICES

June 10, 2014



Colorado Division of Fire Prevention and Control

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INVITATION FOR BID – FIREFIGHTING AVIATION SERVICES

1. SCOPE

This Invitation for Bid (IFB) is for the procurement, modification, operation, and maintenance of two (2) fixed wing Aircraft, as part of the State of Colorado Wildland Fire Management System, and for the modification of the Colorado Wildfire Information Management System (CO-WIMS).

2. APPLICABLE DOCUMENTS

All applicable documents are incorporated as part of the IFB.

3. REQUIREMENTS

3.1 Management and Support Requirements

The Contractor shall provide program, technical, manufacturing, and engineering liaison management. The Contractor shall provide a qualified workforce to perform the manufacturing, modification, integration and testing of the Aircraft.

3.1.1 Program Management

3.1.1.1 The Contractor shall identify a Program Manager to serve as a single focal point to interface with the Colorado Division of Fire Prevention and Control (DFPC) Project Management Office (PMO). The Contractor's Program Manager shall:

- Develop a master schedule.
- Track program cost, schedule and overall performance to bring the requirements to successful completion and provide monthly status report.
- Immediately notify DFPC of any projected schedule delays.
- Determine the resources required in order to meet cost and schedule.
- Conduct monthly meetings with DFPC to review cost, schedule and performance under the Contract and provide presentation material and meeting minutes/action item list for each review.

3.1.2 Program Reviews

3.1.2.1 Kickoff Meeting

The Contractor shall conduct and host a kickoff meeting to review Contract requirements and to review the master schedule no later than July 15, 2014.

3.1.2.2 Monthly Performance Meetings

The Contractor shall conduct and host monthly meetings with DFPC to review cost, schedule and performance under the Contract and provide presentation material and meeting minutes/action item list for each review.

INVITATION FOR BID – FIREFIGHTING AVIATION SERVICES

3.2 Aircraft Procurement

- 3.2.1 The Contractor shall provide two (2) multi-mission fixed wing Aircraft (MMA) to be owned by the DFPC and operated by the Contractor under the requirements of an Aircraft operations and maintenance contract, substantially in the form of Exhibit E to the IFB. At least one of these Aircraft shall be delivered to DFPC ready to perform missions by July 15, 2014. The second Aircraft shall be delivered to DFPC ready to perform missions by October 15, 2014
- 3.2.2 As an alternative, the Contractor may deliver both mission-ready Aircraft to DFPC on or before October 15, 2014, IF the Contractor provides a temporary solution that meets all requirements of this IFB commencing on July 15, 2014 and continuing through the delivery of the two Aircraft on or before October 15, 2014. If a Bidder wishes to propose a temporary solution, the Bidder's proposal must include the details of the solution. DFPC, in its sole discretion, will determine if the temporary solution is acceptable.

3.3 Insurance

- 3.3.1 The Contractor shall purchase and maintain insurance to cover risk of loss or damage to the Aircraft from the Contractor's receipt of Aircraft through delivery of the Aircraft to DFPC.
- 3.3.2 The Contractor shall purchase and maintain and cause its subcontractors to purchase and maintain insurance coverage that includes insurance requirements substantially similar to the requirements specified in Exhibit E - Aircraft Operations and Maintenance Contract, during the term of the Contract. All policies evidencing the insurance coverage required under the Contract shall be issued by insurance companies satisfactory to Contractor and the DFPC.

3.4 Aircraft Modification Test, Inspection, and Acceptance

3.4.1 Ground Test

- a. The Contractor shall define and develop ground test plans for the Aircraft. The test plan shall include test procedures, events, and data points to complete engineering evaluation, initial acceptance of the Aircraft, EMI/EMC source victim tests, and system operational tests. The test plans shall address installed, modified, relocated or altered systems and shall be approved by DFPC.
- b. The Contractor shall complete ground tests in accordance with the approved ground test plan and applicable Aircraft and/or vendor technical manual. The Contractor shall record test data as defined in the approved test plan.
- c. The Contractor shall provide all maintenance through successful completion of ground tests. The Contractor shall provide all servicing consumables through successful completion of ground tests. The Contractor shall document all

INVITATION FOR BID – FIREFIGHTING AVIATION SERVICES

maintenance and servicing actions in accordance with OEM procedures and manuals.

3.4.2 Flight Tests

- a. The Contractor shall define/complete all flight test plans, procedures, and reports required to show compliance to applicable 14 CFR Part 23 regulations.
- b. The Contractor shall complete all flight test events required to show compliance to applicable 14 CFR Part 23 regulations.
- c. The Contractor shall define all test events and data points necessary to demonstrate the operation of all mission system modifications.
- d. The Contractor shall complete all flight test events as defined in the approved flight test plan to accomplish the testing of the mission systems.
- e. The Contractor shall provide the primary flight crew for flight test activities.
- f. The Contractor shall record all test event data points as defined in the approved test plan, and shall document the flight test results.
- g. The Contractor shall provide all maintenance support through successful completion of all flight test activities. The Contractor shall provide all servicing consumables, excluding fuel through successful completion of all flight test activities. The Contractor shall document all maintenance and servicing actions in accordance with OEM procedures and manuals.
- h. The Contractor shall provide daily reports to the DFPC during flight testing. The Contractor's standard format is acceptable.

3.5 Technical Data

The Contractor shall provide all documentation necessary to certify, operate, and maintain each Aircraft and mission equipment.

3.6 Wildfire Information Management System (WIMS)

The Contractor shall make modifications to the Colorado Wildfire Information Management System (CO-WIMS), as follows:

- 3.6.1 The Contractor shall provide parcel based risk assessment tools to inform the DFPC regarding values at risk, structure triage, and fire damage assessment.
- 3.6.2 The Contractor shall provide tools to collect, display, and manage information related to fuel mitigation projects to allow the DFPC to provide guidance to, and display the results of mitigation projects in the state.

INVITATION FOR BID – FIREFIGHTING AVIATION SERVICES

- 3.6.3 The Contractor shall provide tools to collect and display the reported location of vehicles and/or personnel equipped with tracking devices.
- 3.6.4 The Contractor shall provide a geodatabase that includes the following Contractor provided elements for the state of Colorado:
- Individual property parcels
 - County and municipality borders
- 3.6.5 The Contractor shall provide a geodatabase that includes the following DFPC provided elements for the state of Colorado:
- Fire management regions
 - Structure data
 - Wildland-urban interface regions
 - Watershed regions
 - Critical infrastructure
 - Cultural resources
 - Environmental resources (i.e. endangered species habitat)
- 3.6.6 The Contractor shall provide remote sensing tools to ingest, display, and manage data products from the Aircraft described further in Exhibit B.

3.7 Hangar

- 3.7.1 The Contractor shall provide heated and enclosed hangar facilities adequate to house the two Aircraft at the Contractor's main operating base (MOB).
- 3.7.2 The Contractor's MOB shall be located in the Denver metro area (Centennial or Rocky Mountain Metropolitan Airport).
- 3.7.3 The Contractor shall provide the hangar specifications to DFPC to include location, square footage, door height, and whether it is a shared or individual facility.

3.8 Aircraft Operation

3.8.1 Aircraft Maintenance

- 3.8.1.1 The Aircraft shall be maintained to and in accordance with the operator's 14 CFR Part 135 certificate.
- 3.8.1.2 The Contractor shall provide or arrange for sufficient maintenance capability to keep the Aircraft in airworthy condition.
- 3.8.1.3 The Contractor shall provide maintenance to expediently respond to, repair, and return to service emergent maintenance discrepancies when needed, either by an A&P mechanic or at an FAA approved maintenance facility.

INVITATION FOR BID – FIREFIGHTING AVIATION SERVICES

- 3.8.1.4 The Contractor shall identify to the DFPC the maintenance facilities and/or maintenance personnel used to fulfill the requirements of this IFB at the time of the Bid proposal.
- 3.8.1.5 Aircraft operated with components and accessories on approved TBO extension programs shall be approved for use by DFPC and shall operate in accordance with the extension.
- 3.8.1.6 Compliance with applicable mandatory manufacturer's bulletins, as required by operations specifications, FAA Airworthiness Directives (AD), and the correction of maintenance deficiencies shall be accomplished prior to delivery and continue during Contract performance.
- 3.8.1.7 A copy of the current maintenance record required by 14 CFR 91.417 shall be kept at the MOB or maintenance facility.
- 3.8.1.8 Aircraft that have undergone maintenance, preventive maintenance, rebuilding, or alteration may not be operated under the Contract until 14 CFR 407 has been complied with.
- 3.8.1.9 Whenever an Aircraft is grounded due to mechanical or equipment deficiencies, the DFPC Aviation Manager and the Contracting Officer shall be notified for "return to available" status.
- 3.8.1.10 All weighing of Aircraft shall be performed on scales that have been certified. The certifying agency may be any accredited weights and measures laboratory. Scale numbers and calibration dates are to be annotated on the weight and balance report.

3.9 Security

- 3.9.1 The Contractor is responsible for the security of their aircraft, vehicles, and associated equipment used in the support of the Contract.
- 3.9.2 Any Aircraft used under the Contract shall be physically secured and disabled whenever the Aircraft is unattended.

3.10 Operations

- 3.10.1 Regardless of any status as a public aircraft operation, the Contractor shall operate in accordance with their approved 14 CFR 135 Operations Specifications and all FAA approved and accepted manuals, and all portions of 14 CFR 91 (including those portions applicable to civil Aircraft) and each certification required under the Contract unless otherwise authorized by the Contracting Officer. DFPC acknowledges certain Public Aircraft Missions do not fall within the purview of 14 CFR Parts 135 and 91. Reference AC-00-1.1 and FAR Part 1 for Public Use definition.

INVITATION FOR BID – FIREFIGHTING AVIATION SERVICES

3.10.2 A DFPC representative, Aviation Manager or Fixed Wing Flight Manager may inspect the pilot's Interagency Airplane Pilot Qualification Card for currency before any flight. The DFPC Aviation Manager and/or Fixed Wing Flight Manager has mission control and can delay, terminate, or cancel a flight at any time.

3.10.3 Pilot Authority and Responsibilities

3.10.3.1 The Pilot-In-Command (PIC) has final authority and responsibility for the operation and safety of the flight. The PIC shall comply with the directions of the DFPC, except when in the PIC's judgment compliance will be a violation of applicable FARs or Contract provisions.

3.10.3.2 The PIC is responsible for computing the weight and balance for all flights and for assuring that the gross weight and center of gravity do not exceed the Aircraft's limitations.

3.10.3.3 A takeoff performance briefing shall be conducted daily and will contain the following elements based on the forecasted worst case environmental conditions:

- (a) Takeoff distance required vs. runway available.
- (b) Climb performance to include single engine if operating a multi-engine Aircraft.
- (c) A subsequent takeoff performance briefing will be conducted if a takeoff is performed from an airport with a higher density altitude than originally planned.
- (d) Under no circumstances will a takeoff be attempted if existing environment conditions at takeoff cannot be accurately addressed in the Aircraft Flight Manual (AFM) or Pilots Operating Handbook (POH).

3.10.3.4 No equipment such as radios, survival gear, fire tools, etc., shall be located in or on the Aircraft in such a manner as to potentially cause damage or injury, or obstruct the operation of equipment or personnel.

3.10.3.5 Pilots will use an approved 14 CFR 135 cockpit checklist for all flight operations.

3.10.3.6 The pilot shall not permit any passenger in the Aircraft or any cargo to be loaded therein unless authorized by the DFPC.

3.10.4 ATGS Certification

The Aircraft pilots shall obtain the certification required for Air Tactical Pilot (ATP) through the National Interagency Fire Center to allow them to operate as an Aerial Supervision Module (ASM) under the Contract.

INVITATION FOR BID – FIREFIGHTING AVIATION SERVICES

3.10.5 Night Flying/Operations:

Notwithstanding the FAA definition of night in 14 CFR Part 1, Sec 1.1; for ordered flight missions that are performed under the Contract, Night shall mean 30 minutes after official sunset to 30-minutes before official sunrise, based on local time of appropriate sunrise/sunset tables nearest to the planned destination.

3.10.6 Flight Plans

Pilots shall file, open, and operate on a FAA, ICAO, or a DFPC approved flight plan, as applicable, for all flights. Contractor flight plans are not acceptable. Flight plans shall be filed prior to takeoff when possible.

3.10.7 Flight Following

Pilots are responsible for flight following with the FAA, ICAO, or in accordance with DFPC approved flight following procedures.

3.10.8 Positioning of Resources

3.10.8.1 The Aircraft shall be repositioned to forward operating bases (FOB) solely at the direction of DFPC personnel.

3.10.8.2 The pre-planned FOBs are to include existing Type I and Type II air tanker bases within Colorado to include:

- (a) Akron, CO
- (b) Alamosa, CO
- (c) Canon City, CO
- (d) Colorado Springs, CO
- (e) Cortez, CO
- (f) Craig, CO
- (g) Durango, CO
- (h) Fort Collins, CO
- (i) Grand Junction, CO
- (j) Loveland, CO
- (k) Pueblo, CO
- (l) Rifle, CO

3.10.8.3 The DFPC may request that the Aircraft be operated at locations other than those listed above. Personnel transport, cargo transport, or any other mission may require the Aircraft to land, refuel, and remain overnight at a DFPC designated airfield. The Contractor shall operate the Aircraft in accordance with DFPC task order except when deemed by the PIC to be an unsafe situation.

3.10.8.4 Any expenses incurred as a result of directed operations shall be billed directly to the DFPC (i.e. parking fees).

INVITATION FOR BID – FIREFIGHTING AVIATION SERVICES

3.10.9 Operations to Support Other Agencies

3.10.9.1 Colorado will operate the Aircraft in support of other agencies and the Aircraft shall be repositioned to locations specified by DFPC to support these operations.

3.10.9.3 It is anticipated that the Aircraft will be positioned to Type I and Type II air tanker bases when operating outside Colorado. When operating at an established air tanker base, it is expected that Flight Crew facilities (beds, food, transportation, etc.) will be provided by the air tanker base. However, DFPC may request operations to locations other than established air tanker bases, or these services may not always be available. In these cases, the Contractor will submit expenses to be reimbursed directly to the DFPC.

3.10.10 Personnel

3.10.10.1 Pilot Experience Requirements

The PIC shall hold a currently valid FAA commercial or higher pilot certificate with instrument rating. In addition, the PIC shall also have logged Flight Time as PIC in fixed-wing Aircraft of at least the following minimum amounts:

Category	Minimum Flying Hours
Total Time	1,500
Pilot-in-Command – Total	1,200
Pilot-in-Command – Category and class to be flown	200
Pilot-in-Command – Fixed wing, preceding 12 months	100
Pilot-in-Command – Cross country	500
Pilot-in-Command – Operations in mountainous terrain ¹ - Total	200
Pilot-in-Command – Operations in mountainous terrain ¹ - Night	100
Pilot-in-Command – Operations in mountainous terrain ¹ – Instrument in flight	50
Pilot-in-Command – Operations in mountainous terrain ¹ – Instrument actual/simulated	75
Pilot-in-Command – Operations in mountainous terrain ¹ – Make and model to be flown	25
Pilot-in-Command – Make and model – Preceding 60 days	10

¹ Low level mountainous terrain is flight at 2,500 feet AGL and below in terrain identified as mountainous in 14 CFR 95.11 and depicted in the Aeronautical Information Manual (AIM) Figure 5-6-2.

INVITATION FOR BID – FIREFIGHTING AVIATION SERVICES

3.10.10.2 Flight Hours Experience

All pilots provided shall meet the interagency requirements for ATGS certification.

3.10.10.3 Other Requirements

- (a) All pilots must possess a Class I or Class II FAA medical certificate.
- (b) All pilots must speak English fluently.
- (c) Each PIC shall, at the discretion of the DFPC, pass an evaluation ride (not to exceed 2-hours) in Make and Model.
- (d) The PIC shall be capable of performing basic programming functions and operations of the Contractor installed Aircraft avionics. This includes the ability to enter and utilize newly assigned frequencies and tones by selected channel positions.
- (e) The PIC shall be able to instruct the Agency observer in how to perform basic programming and operation of VHF-AM and VHF-FM radios, and GPS.

3.10.10.4 Conduct, Suspension, and Replacement of Personnel

- (a) Performance of Contract Services may involve work and/or residence on State of Colorado property. Contractor employees are expected to follow the rules of conduct established by the manager of such facilities that apply to all DFPC or non-DFPC personnel working or residing at such facilities. The Contractor, at the discretion of DFPC, may be required to replace Contractor employees who are found to be in noncompliance with DFPC facility rules of conduct.
- (b) At the discretion of DFPC, the Contractor may be required to replace Contractor personnel who perform ineffectively, refuse to cooperate in the performance of the Contract objectives, are unable or unwilling to adapt to field living conditions, or whose general performance is unsatisfactory or otherwise disruptive.
- (c) The DFPC shall notify the Contractor of specifics of the unsatisfactory conduct and/or performance by the Contractor's personnel within 30 days of the unsatisfactory conduct. The determination of unacceptability shall be at the sole discretion of the DFPC. When directed by the DFPC, the Contractor shall replace unsatisfactory personnel.
- (d) The DFPC, at its sole discretion, may suspend a Contractor pilot who fails to follow safe operating practices, does ineffective work, or

INVITATION FOR BID – FIREFIGHTING AVIATION SERVICES

exhibits conduct detrimental to DFPC or the Contractor's obligations under the Contract, or is under suspension or revocation by another government agency.

- (e) Upon involvement in an Aircraft Accident or NTSB Reportable Incident (see 49 CFR Part 830), a pilot operating under the Contract shall be suspended from performing pilot duties under the Contract pending the investigation outcome.
- (f) Upon involvement in an Incident-With-Potential as defined under Section 3.10.12 (Mishaps), a pilot operating under the Contract may be suspended by the Contractor, or at the request of the DFPC, from performing pilot duties under the Contract pending the Incident investigation outcome.

3.10.10.5 Flight Hour and Duty Limitations

- (a) All Flight Time, regardless of how or where performed, shall be reported by each Flight Crew member and used to administer flight hour and Duty time limitations. Flight Time to and from the location of the Aircraft as a Flight Crew member (commuting) will 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 the Flight Crew member is compensated; or any other Flight Time of a commercial nature whether compensated or not.
- (b) Duty shall include Flight Time, ground Duty of any kind, and standby or Alert Status at any location. This restriction does not include "on-call" status outside of any required rest or off-Duty periods.
- (c) Flight Time shall for a Flight Crew member shall not exceed a total of 8-hours per day.
- (d) Pilots accumulating 36 or more flight hours in any 6-consecutive Duty-days shall be off Duty the next day. Flight Time shall not exceed a total of 42-hours in any 6-consecutive days. After any 1-full off-Duty day, pilots begin a new 6-consecutive day Duty-period for the purposes of this clause; provided that during any 14-consecutive day period, each pilot shall have two full days off-Duty. Days off need not be consecutive.
- (e) Assigned Duty of any kind shall not exceed 14-hours in any 24-hour period. Within any 24-hour period, pilots shall have a minimum of 10-consecutive hours off Duty immediately prior to the beginning of any Duty-day. Local travel up to a maximum of 30-minutes each way between the work site and place of lodging will not be considered Duty

INVITATION FOR BID – FIREFIGHTING AVIATION SERVICES

time. When one-way travel exceeds 30 minutes, the total travel time shall be considered as part of the Duty day.²

- (f) Duty includes Flight Time, ground Duty of any kind, and standby or Alert Status at any location.
- (g) During times of prolonged heavy fire activity, the DFPC may issue a notice reducing the pilot Duty-day/Flight Time and/or increasing off-Duty days on a geographical or agency-wide basis.
- (h) Flights Point-to-Point (airport to airport) with a pilot and co-pilot shall be limited to 10-flight hours per day (an aircraft that departs “Airport A” flies reconnaissance on a fire, and then flies to “Airport B,” is not point-to-point).
- (i) Pilots may be relieved from Duty for fatigue or other causes created by unusually strenuous or severe Duty before reaching Duty limitations.
- (j) When pilots act as a mechanic, mechanic duties will apply as flight hours on a one-to-one basis toward flight hour limitations.
- (k) Relief, additional, or substitute pilots reporting for Duty under the Contract shall furnish a record of all Duty and all flight hours during the previous 14-days.

3.10.11 Accident Prevention and Safety

- 3.10.11.1 In order to protect life and health and to prevent damage, the Contractor shall exercise diligence in preventing accidents and comply with applicable Federal and state laws.
- 3.10.11.2 The Contractor shall furnish a copy of all reports required to be submitted to the Federal Aviation Administration (FAA) by the Code of Federal Regulations (CFR) that relate to pilot and maintenance personnel performance, Aircraft airworthiness or operations.
- 3.10.11.3 Following the occurrence of a mishap, the DFPC will evaluate whether noncompliance or violation of provisions of the Contract, the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices, programs, and/or negligence on the part of the company officers or employees may have caused or contributed to the mishap. The occurrence of the mishap may constitute default in the performance of the Contract. A finding of default under the above cited

² The above travel time in excess of 30 minutes is considered duty time but is not compensable under standby or extended standby.

INVITATION FOR BID – FIREFIGHTING AVIATION SERVICES

conditions shall entitle the DFPC to exercise the right to terminate the Contract for cause as provided therein.

3.10.11.4 The Contractor shall keep and maintain programs necessary to assure safety of ground and flight operations. The development and maintenance of these programs are a material part of the Contractor's performance of the Contract. When, in the sole judgment of the DFPC, the safety programs will not adequately promote the safety of operations, the DFPC may terminate the Contract for cause as provided therein. Such programs include, without limitation: (1) personnel activities, (2) maintenance, (3) safety, and (4) compliance with regulations.

3.10.11.5 The Contractor shall fully cooperate with the DFPC in the fulfillment of this subsection 3.10.11. The DFPC, in its sole discretion, may suspend performance of the Contract work, during the evaluation period used to determine cause as stated above.

3.10.12 Mishaps

3.10.12.1 The Contractor shall, by the most expeditious means available, notify the National Transportation Safety Board (NTSB) and the DFPC when an Aircraft Accident or NTSB reportable Incident occurs within any Contractor operations, whether under the Contract or not. Also, the Contractor shall immediately notify the DFPC when an "Incident-with-Potential" occurs.

3.10.12.3 Following an Aircraft Accident or when requested by the NTSB following the notification of a reportable Incident, the Contractor shall provide the DFPC with the information necessary to complete a NTSB Form 6120.1/2.

3.10.12.4 The NTSB Form 6120.1/2 does not replace the Contractor's responsibility, within 5-days of an event, to submit to the DFPC a "SAFECOM" to report any condition, observance, act, maintenance problem, or circumstance that has potential to cause an aviation-related accident or incident.

3.10.12.5 Blank SAFECOMs and assistance in submitting SAFECOMs can be obtained from the DFPC. SAFECOMS may be submitted electronically at www.safecom.gov.

3.10.13 Wreckage Preservation

3.10.13.1 The Contractor shall not permit the removal or alteration of the Aircraft, Aircraft equipment, or records following an Aircraft Accident, Incident, or Incident-with-Potential which results in any damage to the Aircraft or injury to personnel until authorized to do so by the DFPC. Exceptions will be made when threat-to-life or property exists; the Aircraft is blocking an airport runway, etc. The DFPC shall be immediately notified when such actions take place.

INVITATION FOR BID – FIREFIGHTING AVIATION SERVICES

3.10.13.2 The NTSB's release of the wreckage does not constitute a release by the DFPC, who shall maintain control of the wreckage and related equipment until all investigations are complete.

3.10.13.3 The Contractor shall maintain an accurate record of all Aircraft Accidents, Incidents, Aviation Hazards and injuries to Contractor or DFPC personnel arising in the course of performance under the Contract. Further, the Contractor shall cooperate with the DFPC during an investigation and make available personnel, personnel records, Aircraft records, and any equipment, damaged or undamaged, deemed necessary by the DFPC. Following a mishap, the Contractor shall ensure that personnel (pilot, mechanics, etc) associated with the Aircraft shall be readily available to the mishap investigation team.

3.10.13.4 The cost of search, rescue, and salvage operations made necessary due to causes other than negligent acts of a State of Colorado employee shall be the responsibility of the DFPC.

3.10.14 Personal Protective Equipment (PPE)

The minimum PPE for flights shall consist of non-synthetic (natural fiber) materials or Nomex, shoes or boots that fully cover the feet, and long pants that overlap the shoes when in the seated position. Long sleeve shirts are recommended. During the performance of Contractor's obligations under the Contract, the Contractor's personnel may be required to wear additional or supplemental personal protective equipment when such equipment is mandated by the local user unit's policy.

3.10.15 Pre-Use Inspection of Equipment and Personnel

The Aircraft will be made available to the Contractor for pilot approval check rides and currency training, at the Contractor's expense.

3.10.16 Daily Availability Requirements

During the period between April 1 and October 31, each Aircraft and related equipment shall be available 12 hours per day and shall not be removed from the designated base without the approval of the DFPC. Contractor Flight Crew will be in one of the following categories of availability:

3.10.16.1 Standby. The beginning of the standby period will be set by the DFPC Aviation Manager and may be adjusted from day-to-day. Once Standby begins, the standby period will continue for 9 consecutive hours. During the standby period, the personnel/Aircraft shall be able to respond to a dispatch within 20-minutes unless an alternate response time is established by the DFPC. Delays caused by local air traffic and other causes beyond the pilots control will not be considered part of the 20 minutes. This requirement does not apply when the Aircraft is being relocated to a different airbase.

INVITATION FOR BID – FIREFIGHTING AVIATION SERVICES

- 3.10.16.2 Extended Standby. An extended standby period is a standby period over 9 hours per day per authorized pilot. The DFPC shall not compensate the Contractor on a one-to one basis for all hours necessary to service and maintain the Aircraft or for the time a Flight Crew is traveling to and from place of lodging. Extended standby must be specifically ORDERED and documented on the Flight Use Report by the DFPC and only in unusual circumstances will the DFPC compensate the Contractor for extended standby when Aircraft is not also available for immediate dispatch. Extended standby is not applicable to double-Flight Crews. Extended standby applies only to the awarded number of compensable personnel provided with each Aircraft.
- 3.10.16.3 Authorized Break. During the standby period, requirements may be modified by the DFPC to allow Contractor's personnel time off away from the Assigned Work Location or to conduct routine maintenance. No deduction of availability will be made for such authorized breaks except when Contractor personnel fail to return to standby upon request by the DFPC. The Contractor shall provide the DFPC with contact information for Contractor personnel. Contractor personnel will be allowed 1-hour to return to standby status after the contact attempt is made by telephone. Failure to return to work within 1-hour will result in loss of availability until the Contractor personnel return to standby status.
- 3.10.16.4 Release-from-Duty. The Contractor's personnel may be released and be considered off Duty prior to completion of their individual Flight Crew Duty limitation period. Once released, the Contractor personnel are not required to return to standby status the same day. Service shall be recorded as fully available provided the DFPC has approved release of the Contractor's personnel in advance.
- 3.10.16.5 With the approval of DFPC, the availability requirements set forth in this subsection 3.10.16 may be met by a temporary solution that meets all requirements of this IFB.

3.10.17 Unavailability

- 3.10.17.1 The Contractor will be considered to be "unavailable" whenever equipment or personnel are unable to perform or fail to perform the requirements of the Contract. Also the Aircraft will be considered unavailable when the pilot cannot perform for any reason unless a relief Flight Crew is provided. Unavailability however, will not be assessed when the pilot(s) has/have reached flight and/or Duty limitations while performing under the Contract in accordance with the Contracts flight and Duty day limitations.
- 3.10.17.2 The DFPC may exercise its right to terminate for cause if Contractor is unavailable for more than three (3) full, consecutive calendar days or ten (10) percent of the total days in the mandatory availability period.

INVITATION FOR BID – FIREFIGHTING AVIATION SERVICES

- 3.10.17.3 Inability to meet the requirement of the mandatory availability period due to situations that result from non-preventable Incidents or equipment failures will not result in unavailable status. Non-preventable Incidents are Incidents that result from circumstances outside the control of the Contractor (i.e. bird or animal strikes or unscheduled maintenance actions). Contractor errors, poor planning, or poor maintenance practices that result in an inability to meet the requirements of a mandatory availability period shall result in unavailable status.
- 3.10.17.4 Unavailability status will continue until the deficiency is corrected and the Contractor provides written notice to DFPC that the equipment or personnel have become available. Inspection by the DFPC after a performance failure has occurred will be made as promptly as reasonable after the Contractor has given notice that the deficiency has been corrected. When it is determined by DFPC that the failure has been corrected, the Contractor will be considered in “available” status from the time the Contractor gives notice to the DFPC that the deficiency has been corrected. If consistent failure to respond to dispatches occurs, the DFPC, in its sole discretion, may require check flight(s).
- 3.10.17.5 Periods of unavailability shall be totaled for the day and rounded-up to the next quarter hour whenever the Contractor fails to comply with the requirements specified herein. Availability for the Aircraft and equipment shall be reduced by 1/56 for each quarter hour service is unavailable.

3.10.18 Payment Procedures

- 3.10.18.1 The Bidder shall include a fixed price for the operations included in the IFB, including a breakdown of this price (Exhibit C). Based on historic fire experience, DFPC estimates 400 hours of flight time per Aircraft per year. The Bidder shall provide a Schedule of Costs (Exhibit C) for the billing of approved services in excess of 400 hours of flight time per Aircraft per year.
- 3.10.18.2 Payments will be made by DFPC to the Contractor monthly for all approved services, following submission of a request for payment by the Contractor in the form prescribed by DFPC. All requests for payment will be electronically packaged and submitted to DFPC for payment processing.
- 3.10.18.3 Periods of Unavailability Payment for Flight – Flight Time Measurement
- (a) Payment for Flight Time will be made only when flight is properly ordered by designated personnel. Payment will be made proportionately based upon the applicable unit price per hour as stated in Exhibit C - Schedule of Costs. Unless otherwise agreed upon, ordered flights will originate and/or terminate at the MOB or FOB.
- (b) No Flight Time shall be paid for loading, unloading, refueling, or warm-up operations. If a flight hour meter is specified in the Exhibit C -

INVITATION FOR BID – FIREFIGHTING AVIATION SERVICES

Schedule of Costs, Flight Time will be computed in hours and tenths as recorded on the flight hour meter and entered on the payment invoice. In the event that the flight hour meter malfunctions during flight, clock time may also be used. Clock time will begin at the start of the takeoff roll and end when the Aircraft comes to rest at the parking or unloading area.

3.10.18.4 Reimbursement for Mobilization and Demobilization Costs

The DFPC is responsible for all mobilization and demobilization costs to and from the designated FOB(s).

3.10.18.5 Payment for Overnight Allowance

- (a) Overnight allowance will be paid equal to the current standard maximum rate that is allowed (or high rate, if applicable) as established by the state travel policies for each Authorized Crew-member for every Night assigned to an FOB or at its option may provide meals/and or lodging. A list of localities where high rates are authorized is available upon request.
- (b) Overnight allowance will not be paid when the Aircraft is assigned to its MOB.
- (c) If partial overnight allowance is provided by the DFPC, the Contractor will be reimbursed at current State of Colorado Travel Rates (STR) for the portion that is Contractor provided. Current rates are available at: <https://www.colorado.gov/pacific/osc/travel-fiscal-rule>.
- (d) The appropriate rate for meals and incidental expenses will be paid unless the DFPC makes three meals available to the Contractor. The Contractor's lodging will be paid only when lodging is not furnished by the DFPC.
- (e) If the Contractor elects to not utilize DFPC provided lodging, there is no reimbursement for lodging or transportation costs incurred by the Contractor.
- (f) If the STR rate changes, the change in overnight allowance to the Contractor will become effective on the effective date of the STR change.
- (g) Overnight allowance may also be applicable to authorized crewmembers that are unable to return from the field.
- (h) The Contractor may claim overnight lodging, Meals and Incidental Expenses (M & IE) using either of the two following methods:

INVITATION FOR BID – FIREFIGHTING AVIATION SERVICES

- (1) Payment of the Standard or High Rate, if applicable EXCLUDING lodging tax does not require lodging receipts.
- (2) Payment of actual lodging amount and M & IE rate not to exceed the maximum STR rate PLUS lodging tax. Itemized receipts must support claims for reimbursement and must be kept on file by the Contractor and made available to the DFPC upon request.

3.10.19 Food and Drink

During days of high Incident activity when the DFPC deems it necessary to provide food and drink refreshments to Flight Crews for sustained operations, the DFPC will furnish such items at DFPC's expense.

3.10.20 Miscellaneous Costs to the Contractor

- 3.10.20.1 Housing, subsistence, ground transportation, and other expenses will be the responsibility of the Contractor or its employees at the Host Base.
- 3.10.20.2 The DFPC will reimburse the Contractor for any airport use costs the Contractor is required to pay when ordered to operate from an airport other than the Host Base such as airport landing fees, tie-down charges, or other similar type costs.
- 3.10.20.3 Miscellaneous unforeseeable costs not recovered through the Contract payment rates that are the direct result of ordered service may be reimbursed at actual cost if approved by the Contracting Officer. Examples of this are truck permits at ports-of-entry when the fuel servicing vehicle must cross state lines in fulfillment of ordered services or State use taxes imposed on equipment brought into the state.
- 3.10.20.4 Itemized receipts must support claims for reimbursement and must be kept on file by the Contractor and made available to the DFPC upon request.
- 3.10.20.5 When the DFPC's Aircraft is dispatched away from the MOB, the DFPC will authorize payment for additional necessary and reasonable costs involved in transporting Authorized Relief Crewmembers to and from Alternate Bases when approved in advance by the DFPC. These costs are limited to the actual transportation of the individual; i.e., airplane tickets, car rentals, etc. Salary costs for the Contractor's employee(s) while in travel status is not a cost for which the DFPC will reimburse the Contractor.

3.10.21 Training Plan

The Contractor shall develop a training plan to equip DFPC personnel with the skills necessary to operate the Aircraft sensor and communication systems.

4. ABBREVIATIONS

A&P – Airframe & Powerplant (Mechanic)
AC – Advisory Circular
AD – Airworthiness Directive (when used in conjunction with pay rates for firefighting personnel, this abbreviation may mean "Administratively Determined").
AFM – Aircraft Flight Manual
AGL – Above Ground Level
AIM – Airman’s Information Manual
ASM – Aerial Supervision Module
ATGS – Air Tactical Group Supervisor
ATP – Air Tactical Pilot
CAB – Civil Aeronautics Board
CDR – Critical Design Review
CFR – Code of Federal Regulations
CO-WIMS – Colorado Wildfire Information Management System
DFPC – Division of Fire Prevention and Control, Colorado Department of Public Safety
FAA – Federal Aviation Administration
FAO – Forest Aviation Officer
FAR – Federal Acquisition Regulations
FASD – Fire Application Support Desk
FOB – Forward Operating Base
GPS – Global Positioning System
ICAO – International Civil Aviation Organization
IFB – Invitation for Bid
IFR – Instrument Flight Rules
M&IE – Meals and Incidental Expenses
MMA – Multi-Mission Fixed Wing Aircraft
MOB – Main Operating Base
NTSB – National Transportation Safety Board
PIC – Pilot-in-Command
POH – Pilot’s Operating Handbook
PPE – Personal Protective Equipment
TBO – Time Between Overhaul
VFR – Visual Flight Rules

5. DEFINITIONS

As used throughout the Contract, the following terms shall have the meaning set forth below:

Aircraft. The Multi-Mission Fixed Wing Aircraft (MMA), as set forth in Exhibit B.

Aircraft Accident. An occurrence associated with the operation of an Aircraft, which takes place between the time any person boards the Aircraft with the intention of flight and all such persons have disembarked, and in which any person suffers death or Serious Injury, or in which the Aircraft receives Substantial Damage.

INVITATION FOR BID – FIREFIGHTING AVIATION SERVICES

Aircraft Ground Mishap. An Aircraft mishap in which there is no intent to fly; however, the power plants and/or rotors are in operation and damage incurred requiring replacement or repair of rotors, propellers, wheels, tires, wing tips, flaps, etc., or an injury is incurred requiring First Aid or Medical Attention.

Aircraft Incident. An occurrence other than an accident, associated with the operation of an Aircraft, which affects or could affect the safety of operations.

Alert Status. A status subject to flight and Duty limitations, in which the Contractor personnel have one hour to return to standby if ordered by the Contractor to do so.

Alternate Base. A base other than the Main Operating Base (MOB), established to permit operation from vicinity of a project area.

Assigned Work Location. The location designated by the Contractor from which an ordered flight will originate.

Authorized Crewmember. A person assigned to perform duties in an aircraft during Flight Time.

Authorized Flight or Flying Time. The actual time that an airplane begins the takeoff roll until it is back in the blocks for the purpose of the task or tasks to which assigned under an ordered flight when such time is recorded by the pilot and approved by a designated DFPC official as having been properly performed.

Aviation Hazard. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

Aviation Manager. The DFPC Aviation Program Manager.

Aviation Mishap. Any Aircraft Accident, Incident-With-Potential, Aircraft Incident, Aviation Hazard, or Aircraft Maintenance Deficiency.

Cargo. Any material thing carried by the Aircraft.

Civil Twilight. Begins in the morning, and ends in the evening when the center of the sun is geometrically 6 degrees below the horizon.

Contract. A contract entered into by the State and the awarded Bidder in accordance with this IFB.
Contractor. The awarded Bidder under this IFB.

Duty. That period that includes Flight Time, ground Duty (pre- and post- flight inspections) of any kind, and standby or alert status at any location.

Empty Weight. The last weight and moment entry on the Aircraft weight and balance record. Empty weight is determined using weight and balance data which was determined by actual weighing of the Aircraft within 24-calendar months preceding the starting date of the Contract, or renewal period, and following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the Aircraft.

INVITATION FOR BID – FIREFIGHTING AVIATION SERVICES

Federal Aviation Regulations. Rules and regulations contained in Title 14 of the Code of Federal Regulations.

First Aid. Any medical attention that involves no medical bill. If a physician prescribes medical treatment for less than serious injury and makes a charge for this service, that injury becomes "medical attention."

Flight Crew. Those Contractor personnel required by the Federal Aviation Administration or DFPC to operate the Aircraft safely while performing the Services under the Contract.

Flight Rate. The Contract unit price per hour of Flight Time as found in the schedule of items. (Includes base cost plus fuel costs.)

Flight Time. Flight Time shall be measured from the time the Aircraft commences its takeoff roll until it returns to the blocks or as recorded by a flight meter activated by a squat or air switch. Elapsed time will be recorded in hours and hundredths of hours.

Fuel Cost. The variable portion of the Flight Rate that is subject to change due to fuel price change.
Fuel Endurance. Fuel required for a mission plus 14 CFR required IFR or VFR fuel reserves.

Fully Operational. Airplane, pilot(s), other personnel, repairs, operating supplies, service facilities, and incidentals necessary for the safe operation of the airplane both on the ground and in the air.

Hazard. Any condition, act or set of circumstances that exposes an Individual to unnecessary risk or harm during aviation operations.

Incident. An occurrence other than an accident, associated with the operation of an Aircraft, which affects or could affect the safety of operations.

Incident-With-Potential. An incident that narrowly misses being an accident and in which the circumstances indicate significant potential for Substantial Damage or Serious Injury. Final classification will be determined by the agency Aviation Safety Manager.

Instrument Flight Rules (IFR). As defined in 14 CFR 91.

Internal Cargo Compartments. An area within the airplane specifically designed to carry cargo.

Law Enforcement. Those duties carried out by Federal and state agency personnel together with personnel from cooperating agencies, to enforce various Federal and state laws applicable to trespass (those activities relating to timber, grazing, fire, occupancy and others). Other activities can include those that are illegal under the Antiquities Acts (16 USC 431-433) and the manufacturing, production, and trafficking of substances in violation of the Controlled Substances Act (16 U.S.C. 559b-f)) and other illegal activities occurring on agency jurisdictional lands. Specific law enforcement activities can include surveillance (visual, infrared, or photographic), transportation of law enforcement personnel and persons in custody and transportation of property (both internally and externally).

Maintenance Deficiency. An equipment defect or failure which affects or could affect the safety of operations, or that causes an interruption to the services being performed.

INVITATION FOR BID – FIREFIGHTING AVIATION SERVICES

Make and Model. A specific make and basic model of aircraft, including modification; e.g., a Cessna 206.

Medical Attention. An injury, less than serious, for which a physician prescribes medical treatment and makes a charge for this service.

Mission Aircraft. Aircraft approved for other than point to point only Missions. Transportation is limited to personnel required to carry out the special mission of the Aircraft.

Missions. A flight by an Aircraft to perform a specific task, including:

- Fire reconnaissance, which includes air tactical, aerial detection and fire surveillance.
- Resource reconnaissance. Which includes observation and fact-finding reconnaissance, i.e. wildlife monitoring, snow surveys, search and rescue, timber and range surveys, insect and disease surveys, Law Enforcement, and aerial photography above 500 feet AGL.
- Cooperative uses with other agencies, and other uses as directed by DFPC or mutually agreed upon by the Contractor and DFPC.

National Interagency Fire Center. The National Interagency Fire Center (NIFC) in Boise, Idaho, is the physical facility that is home to the National Interagency Coordination Center (NICC). NIFC's mission is the interagency coordination of wildland firefighting resources in the United States.

National Transportation Safety Board. The National Transportation Safety Board (NTSB) is an independent U.S. government investigative agency responsible for civil transportation accident investigation. The NTSB investigates and reports on aviation accidents and incidents, certain types of highway crashes, ship and marine accidents, pipeline incidents and railroad accidents.

Night. For the purpose of the Contract, Night shall mean 30 minutes after official sunset to 30-minutes before official sunrise, based on local time of appropriate sunrise/sunset tables nearest to the planned destination.

NTSB Reportable Incident. See 49 CFR Part 830.

Operator. Any person who causes or authorizes the operation of an Aircraft, such as the owner, lessee, or bailee of an Aircraft.

Passenger. Any person aboard an Aircraft who does not perform the function of a Flight Crew member or crewmember.

Pilot-In-Command. The pilot responsible for the operation and safety of the Aircraft during the time defined as Flight Time.

Point-to-Point. Aircraft operations between any two geographic locations operationally suitable for take off and landing (airport to airport). Flight to a designated or defined backcountry airstrip does not constitute point to point flight.

INVITATION FOR BID – FIREFIGHTING AVIATION SERVICES

Principal Base of Operations. The primary operating location of a 14 CFR 135 certificate holder as established by the certificate holder.

SAFECOM. A form developed to meet the Aviation Mishap Information System (AMIS) requirements for aviation mishap reporting for the Department of Interior agencies and the US Forest Service. The form is used to report any condition, observance, act, maintenance problem, or circumstance, which has potential to cause an aviation related mishap. The purpose of the SAFECOM form is not intended to be punitive in nature. It will be used to disseminate safety information to aviation managers, and also to aid in accident prevention by trend monitoring and tracking. See www.safecom.gov.

Serious Injury. Any injury which: (1) requires hospitalization for more than 48-hours, commencing within 7-days from the date the injury was received; (2) results in a fracture of any bone (except simple fractures of fingers, toes or nose); (3) causes severe hemorrhages, nerve, muscle or tendon damage; (4) involves any internal organ; or; (5) involves second or third-degree burns, or any burns affecting more than 5% of the body surface.

Substantial Damage. Any damage or failure which adversely affects the structural strength, performance or flight characteristics of the Aircraft, and which would normally require major repair or replacement of the affected component. Engine failure or damage limited to an engine if only one engine fails or rotor or propeller blades, and damage to landing gear, wheels, tires, flaps, engine accessories, brakes, or wing tips are not considered "substantial damage" for the purpose of this part.