

Forestry



Helicopters



Airplanes

State of Alaska Division of Forestry

Aircraft Rental Agreement Conditions

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**STATE OF ALASKA
DIVISION OF FORESTRY (DOF)**

**AIRCRAFT RENTAL CONDITIONS
Form 10-3134 (revised 2015)**

I. GENERAL REQUIREMENTS

1. Scope of Agreement. The intent of this agreement is to obtain flight services utilizing fully functional aircraft, operated and maintained by qualified personnel, and equipped to meet specifications, for the support of DOF programs. The type of services to be performed include, but are not limited to: air transportation of personnel, equipment and supplies, aerial reconnaissance and observation, transportation of cargo, search and rescue missions and fire support, as directed by DOF.

2. Certification. The vendor shall be a certified air carrier/commercial operator under Federal Aviation Regulation 14 CFR parts 121, 125, 133, 135, or 137 as appropriate. The vendor shall obtain all necessary licenses and permits, plus comply with all applicable federal, state and local laws. All aircraft hired under this agreement, must be listed on the vendors operation specifications for their 135 or 133 certificate and comply with all FAA Part 135 or 133 requirements for weight and balance records, passenger briefing cards, etc.

DOF may request that Pilots and/or aircraft possess a current Qualification Card issued by the United States Forest Service-Dept. of Agriculture (USFS) or the Office of Aviation Services-Dept. of Interior (OAS) and shall present the card for identification upon request.

If requested by DOF, the Vendor may only provide "special use" services to the extent that aircraft and pilots have been qualified for such use as identified by a written notice, issued by OAS-DOI, USDA-Forest Service or State of Alaska, State Maintenance Inspector and carried aboard the aircraft. These services are identified on the aircraft approval card and the pilot approval card. The required carding may include an inspection of the aircraft, log records, required equipment and other items at the discretion of the inspector. *This carding does not apply to simple point to point aircraft rentals.*

3. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (49 CFR Part 290). The vendor certifies, by submission of this offer or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this offer that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

GENERAL CONDITIONS (4-16):

4. Disputes. Any dispute arising arising out of this agreement shall be resolved under the laws of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain any relief from or remedy in connection with this agreement may be brought only in superior court for the State of Alaska.

5. Default. In case of default by the contractor for any reason whatsoever, the State of Alaska may procure goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

6. No Assignment or Delegation. The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Departmental Procurement Officer.

7. No Additional Work or Materials. No claim for additional supplies or services, not specifically provided in this contract,

performed, or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or materials is approved in writing by the Division of Forestry, Aviation Supervisor.

8. Independent Contractor. The contractor and any agents and employees of the contractor act in an independent capacity and are not officers, employees, or agents of the State in the performance of this contract.

9. Payment of Taxes. As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any subcontractor or any other person in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract. No additional billings will be accepted for DOT transportation, excise, or any other tax. All taxes are to be included in the Rental Offer rate.

10. Compliance. In the performance of this contract, the contractor must comply with all federal, State, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

11. Conflicting Provisions. Unless specifically amended and approved by the Department of Law, the General Conditions of this contract supersede any provisions in other appendices. The contractor specifically acknowledges and agrees that provisions in any form contracts it appends hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska that are not conditioned on legislative appropriation, or (3) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

12. Officials Not to Benefit. Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

13. Contract Prices. Contract prices for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices for services must be in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost.

14. Force Majeure. (Impossibility to perform) The contractor is not liable for the consequences of any failure to perform, or default in performing, any of its obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the contractor. For the purposed of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

16. SEVERABILITY. If any provision of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

17. VENDOR TAX ID NUMBER. If goods and services procured through this Agreement are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the State of Alaska before payment will be made.

II. OPERATIONS

1. Flight Operations

The vendor shall operate in accordance with his/her approved FAA Operations Specifications, and all portions of 14 CFR Part 91 (including those portions applicable to civil aircraft), and Part 135 (135.1 notwithstanding), unless otherwise authorized by DOF.

Exemption for Transportation of Hazardous Materials. DOF may require transportation of hazardous materials. Such transportation shall be in accordance with Exemption DOT-E 9198 PTE (16th revision or subsequent), the DOF Aviation Transportation of Hazardous Materials Handbook and the operators OpSpecs on the transportation of hazardous materials. The decision of whether we use the GOE or the operators OpSpecs will be made at the time of hire. The Vendor must ensure that a copy of the exemption and handbook is aboard each aircraft operating under the provisions of this exemption. (This handbook is available from DOF upon request.)

2. Pilot Authority and Responsibilities

The pilot is responsible for the safety of the aircraft, its occupants, and cargo. He/She shall comply with the directions of DOF, except when in his/her judgment such compliance will be a violation of applicable federal or state regulations or provisions of this agreement. The pilot shall refuse any flight or landing which the pilot considers hazardous or unsafe.

The pilot shall not permit any passenger to ride in the aircraft or any cargo to be loaded therein unless authorized by DOF.

Pilots are 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. The pilot shall be responsible for the proper loading and securing of all cargo, either internal or external prior to all flights. Pilots are responsible to assure prior to flight that each occupant is familiar with and utilizes the installed safety equipment.

Pilots are responsible for filing a flight plan (VFR or IFR) for all flights performed under this agreement. If filing a flight plan with a Flight Service facility is not feasible, an alternate method may be used provided the agency has a written flight-following procedure. All flight plans will be closed in an appropriate manner. Automated Flight Following (AFF) is required under this contract for aircraft tracking. Vendor will cooperate with DOF to allow the aircraft's tracking feed to be forwarded to DNR Forestry's dispatch center in addition to the basic AFF.gov reporting.

III. PERSONNEL REQUIREMENTS

1. Pilot requirements Point-to-Point

Pilots shall have an FAA commercial pilot certificate with appropriate category, class rating and type, if required. Pilots shall hold an ATP rating for those 14 CFR Part 135 operations requiring ATP-rated pilots.

For helicopters, IFR or VFR over-the-top, pilots shall have helicopter instrument ratings or a rotorcraft ATP Certificate with a category and class rating for that aircraft not limited to VFR.

Pilots shall hold at least a current second class medical certificate issued under provisions of 14 CFR Part 67.

The contracting officer may request evidence of satisfactory passing of FAA check in accordance with provisions of 14 CFR Part 135, for the make and model offered for this agreement within the previous 12 months. All pilots shall meet the currency requirements of 14 CFR Part 61.57.

2. Pilot Requirements Special Use

Each pilot shall, at the discretion of DOF, pass an agency flight evaluation in make and model of aircraft to be flown on this agreement. The flight evaluation will be in an aircraft supplied by the vendor and at no expense to DOF. The satisfactory completion of the evaluation will not substitute for any of the total flight hour requirements listed in this agreement.

Pilots shall have logged at least the following amounts of flying time as pilot-in-command (PIC):

Total pilot time 1,500 hours

<u>CATEGORY</u>	<u>FIXED WING</u>	<u>HELICOPTER</u>
PIC	1,200 hours	1,500 hours
Cross Country	500 hours	500 hours
PIC Night	25 hours (for night operations)	100 hours (for night operations)
	100 hours (for IFR operations)	
PIC Total time in the preceding 12 months	100 hours (in category)	100 hours (in category & class)
PIC in category last 60 days		10 hours
PIC in Make and Model	25 hours	*50 hours*
PIC in Make, Model and series last 12 months		10 hours
PIC Instrument, of which 50 hours must have been in flight, actual or simulated instrument conditions (for multi-engine operations.)	75 hours (IFR operations)	75 hours (IFR operations)
Weight Class of helicopter		100 hours**
Reciprocating engine (helicopter)		200 hours
Turbine engine (helicopter)		100 hours

* 25 hours PIC if pilot has satisfactorily completed a factory school and checkout in make and model. Makes and models are grouped as shown in Attachment # 2. Time in one make and model is considered adequate for all aircraft in that group.

** Small certified gross weights up to 6,000 pounds; Medium certified gross weights 6,000-12,500 pounds; Large over 12,500 pounds gross weights.

Additional experience required when operating the following (in classification of aircraft):

PIC multi-engine Airplane 200 hours

PIC Seaplane 25 hours

PIC Large Multi-engine Airplane (over 12,500 #) 250 hours

PIC Turboprop or Jet 100 hours

Pilot second-in-command (SIC) (in accordance with vendor's certificate) is required if the aircraft has a passenger seating configuration, excluding and pilot seat, of 10 seats or more.

Special Copilot Experience Requirements for Helicopters (all flight times are in category): 500 hours PIC, 50 hours PIC in weight class, 50 hours PIC in last 12 months.

3. Flight Crew Member, Duty and Flight Limitations. Pilots will be limited to the following flight and duty-time limitations:

Duty Limitations. Duty time includes 'pre-flight', 'post-flight', flight time, ground duty of any kind, and standby or alert status at the job site or other designated location. Local travel up to a maximum of 20 minutes each way between the work site and place of lodging will not be considered duty time. Any flight crew member may be relieved from duty at the discretion of DOF for fatigue or other causes before reaching flight hour and duty hour limitations.

Flight crew members will be subject to the following duty hour limitations:

For either a single-pilot or a two-pilot (PIC and SIC) crew, a maximum of 14 consecutive duty hours during any assigned duty period.

Rest Periods. Pilots shall be given a minimum of 10 consecutive hours of rest (off duty), not to include any pre-flight or post-flight activity, prior to any assigned duty period.

Pilots may be given two 24 hour periods of rest within any 14 consecutive calendar days, at the discretion of DOF.

Flight Limitations. All flight time, regardless of how or where performed, (except for personal pleasure flying), will be reported by each flight crew member and used to administer flight time and duty time limitations. Flight time to and from a duty station 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, biennial flight review, flight examinations by FAA designees, any flight time of a commercial nature whether compensated or not. Pilot flight time computations shall begin at takeoff and end at block-in and will be computed in hours and hundredths for airplanes or begin at liftoff and end at touchdown and will be computed for the flight hours meter for helicopter. Flight crew members will be limited to the following flight hour limitations which shall fall within their assigned duty period.

Single-Pilot Crew. A maximum of eight hours flight time during any assigned duty period.

A maximum of 42 hours flight time during any consecutive six-day period. When a pilot acquires 36 or more flight hours in a consecutive six-day period the pilot will be given the following 24 hour period off for rest, after which a new six day cycle will begin.

Two-Pilot Crew. (Pilot/Copilot) A maximum of 10 hours flight time per pilot during any assigned duty period.

A maximum of 50 hours flight time per pilot during any consecutive six day period. When a pilot acquires 40 or more flight hours in a consecutive six day period, the he/she will be given the following 24 hour period off for rest, after which a new six day cycle will begin.

4. Personnel Protective Equipment (PPE)

General Use Activities. None required

Special Use Activities. Aviator protective flight helmet, equivalent to or exceeding SPH-4 type standards, with chinstrap fastened which includes protection for the ears and temples.

Fire resistant clothing made from fire-resistant polyamide or aramid material, cotton or equivalent is required. (No synthetics)

Gloves made of leather or fire resistant material and leather boots of 8 inch minimum heights are required. If the required leather boots are not conducive to the working environment (water, snow) and DOF determines that rubber boots or synthetic "snow boots" are essential to perform projects, the local DOF supervisor is required to inform the Vendor's employees of the increased personal hazard associated with these type boots in the event that an aircraft mishap should occur with a resultant fire.

5. Mechanics required for helicopters.

One (1) mechanic must accompany the helicopter, to its assigned base, for all rental periods in excess of 48 hours. After 48 hours, mechanic must be available within 20 minutes of assigned base to respond to maintenance needs. Pilot may act as a mechanic, if appropriately rated; however, such time must be recorded as "duty time" to be counted toward duty limitations. Note: The helicopter basic rate listed on the rental offer must be inclusive of all personnel. No additional billings will be accepted for mechanics required under this section.

6. Mechanic Qualifications. A mechanic performing work on aircraft under this contract must be the holder of a valid FAA mechanic certificate with airframe and power plant ratings. If requested by DOF, mechanic must provide evidence of experience relating to the aircraft being offered.

IV. AIRCRAFT REQUIREMENTS

1. Aircraft Equipment Requirements

The aircraft must possess a Standard Airworthiness Certificate (except for helicopter external load operations) and be maintained in accordance with the terms of such certificate. The installation of any equipment specified must be according to FAR's and approved for make and model furnished, including, but not limited to:

All aircraft certified in the standard category shall be equipped in accordance with 14 CFR Parts 91 and 135.

A complete set of current aeronautical charts covering the area of operation. IFR enroute and terminal publications are also required for IFR operations.

A first aid kit and survival kit containing at least the items specified in *Attachment 1* shall be furnished by the Vendor and carried aboard the aircraft on all flights.

Fire extinguisher(s) as required by 14 CFR 135.155 shall be a hand held bottle of approximately two pound capacity containing a halogenated extinguishing agent that is accessible to the flight crew.

Approved aircraft lighting for night operation in accordance with 14 CFR 91.33(c) including instrument lights.

2. Airplanes.

Shoulder harness and lap belt for front seat occupants and both occupants in tandem seat airplanes will be required. Shoulder strap and lap belt will fasten with metal to metal, single point, quick release mechanism. The installed shoulder harness shall not interfere with the pilot's operation of the aircraft controls. (Airplanes with a factory installed military type shoulder harness meet this requirement.) Factory installed restraint equipment in Cessna 208, Caravan, serial number 1 through 110, are acceptable for point to point use only.

3. Helicopters.

One flight meter (Hobbs Model N-1-69 or equal). The meter shall be wired in a series with a switch on the collective control, and a switch activated by engine or transmission oil pressure or equivalent system to record flight time.

Double strap shoulder harness with automatic or manual locking inertia reel for each front seat occupant. Shoulder straps and lap belts shall fasten with one single point metal-to-metal, quick release mechanism. (Medium helicopters with factory installed nylon shoulder harness loops meet this requirement.) Rear seats must be equipped with metal to metal seatbelts and shoulder harnesses.

Personnel Access Step. Helicopters with extended gear shall have personnel access step to assure safe entrance and exit from each door of the helicopter. A section of external cargo rack may be utilized as a step by providing a clear space covered with a nonskid material.

Tundra Pads. Helicopter shall be equipped with FAA approved tundra boards or as noted in the aircraft order.

4. Light Helicopters. Dual controls shall be removed prior to use under this contract.

5. Medium Helicopters. Dual controls may be installed during routine DOF use. The pilot shall occupy the manufacturer's

designated pilot station during all flight operations unless otherwise authorized by the FAA. When dual controls are installed the pilot shall restrict access to the copilot seat. Only helicopter managers or experienced crew members should be allowed to occupy the copilot seat.

V. AVIONICS REQUIREMENTS.

1. General. The following systems shall be furnished, installed and maintained by the Vendor in accordance with the installation and maintenance standards of this section.

2. Communications.

ELT.

Helicopter: An automatic portable emergency locator transmitter (ELT/AP) or an automatic fixed/portable emergency locator transmitter (ELT AF/AP) meeting TSO-C91 or TSO C91a shall be installed in the helicopter cabin in a conspicuously marked location that is easily accessible and readily removable in the event of an accident.

A uni-directional ELT shall be installed with the "arrow" aimed at 45 degrees downward from the normal forward direction-of-flight of the helicopter. If the primary antenna is a fixed type, a portable antenna shall be attached to the ELT unit.

Airplane: An automatic fixed emergency locator transmitter (ELT/AF) or an automatic fixed/portable emergency locator transmitter (ELT AF/AP) meeting TSO-91 or TSO C-91a shall be installed in accordance with 14 CFR 91.207. Notwithstanding 14 CFR 91.207(d), the Vendor shall not utilize an aircraft unless it is equipped with fully operational ELT equipment. Access to the ELT location will be conspicuously marked. The external antenna shall be on top of the aircraft.

For extended over water operations, aircraft hired under this agreement must have a Category I or II, Emergency Position Indicating Radiobeacon (EPIRB) on board.

VHF-AM Aeronautical Transceiver. One 360-channel VHF-AM (VH-1) Aeronautical Transceiver shall be installed, operating in the 118.00 MHz to 135.950 band on 50 kHz channel increments, and a minimum five watts carrier power output.

3. Navigation Systems. No requirement unless specified by a supplement.

4. Audio Control System (Helicopter). An interphone system which will serve the pilot and observer. The interphone system shall be 150/500 ohm with U-61 jacks. The interphone amplifier shall have sufficient gain and power output capability to deliver 50 milliwatts (with less than 10% noise and distortion combined) to each headset simultaneously.

A control convenient to the pilot shall be provided for the interphone amplifier to adjust the headset audio to a comfortable level.

Separate transmitter selection controls shall be provided for the microphone/PTT inputs of both pilot and observer. The observers transceiver PTT switch shall be located on the cord to the headset/microphone jack or at a position on the panel convenient to the observer.

(Special mission aircraft with VHF-FM receiver installed)

The system shall be configured so that the pilot and observer may select and utilize a different transmitter via their respective microphone/PTT. Whenever a transmitter is selected, the companion receiver audio shall automatically be selected for the corresponding earphone. Transmitter side-tone audio shall be provided for the user as well as for cross monitoring via the corresponding receiver selection switch on the other audio control system.

(All aircraft)

The operator will provide the pilot and observer with a headset that has a microphone and is compatible with the aircraft

avionics. All headsets used in the aircraft shall be equipped with the same type plugs, which shall match all aircraft headset/microphone jacks.

Other avionics

One Automated Flight Following (AFF) system compatible with the government's AFF network (Web tracker) is required. Not all available systems are compatible with Web tracker. See below insert.

Web tracker, nor do they meet Web tracker's requirements. It is critical that the Contractor ensure that the AFF system offered is compatible with Web tracker. Refer to the website at <https://www.aff.gov>, for a list of previously successful AFF equipment manufacturers. **Additionally, regardless of provider used by the contractor, both the contractor and provider shall give permissions and allow an additional AFF feed to the Alaska DNR for use on the Integrated Fire Management Dispatch System as designed and maintained by Selkirk Systems, Inc..**

The AFF system shall be powered by the aircraft's electrical system, installed per the manufacturer's installation manual, and operational in all phases of flight. AFF equipment shall utilize as a minimum: satellite communications, an externally- mounted antenna, provide data to the government's web tracker software, use aircraft power via a dedicated circuit breaker for power protection, be permanently mounted to the aircraft's airframe, so as to not endanger any occupant from AFF equipment during periods of turbulence. Wiring installation must be of a permanent nature and not used "temporary pigtailed" or similar routed through the aircraft cockpit or cabin. Any AFF manufacturer-required pilot display(s) shall be visible/selectable by the pilot(s). Remote equipment having visual indicators should be mounted in such a manner as to allow them to be easily observed.

The contractor shall maintain a subscription service through the AFF equipment provider furnishing AFF position reporting for satellite tracking via Web tracker. The position-reporting interval shall be every two minutes while the aircraft is in flight.

The contractor shall register their AFF equipment with the Boise Help Desk providing: complete tail number; manufacturer and serial number of the AFF transceiver; aircraft make and model; and contractor's contact information.

In all cases, the contractor shall ensure that the correct aircraft information is indicated within Web tracker. The contractor shall notify the Boise Help Desk of any system changes, scheduled maintenance, and planned or unplanned service outages. The contractor provided subscription services shall be capable of meeting or exceeding the data management requirements set forth in the contract.

When the AFF system passes its operational check, the contractor shall make an entry denoting such in the aircraft log book.

Inoperative AFF

If vendor is not equipped with AFF tracking or the unit fails to report to the system as described, a written authorization from the State Aviation Manager will be required to start or continue operation under this contract. Such approval shall only be granted on an emergency basis with a fixed end date.

5. Installation and Maintenance Standards

All avionics systems used in or on the aircraft for this agreement and their installation and maintenance shall comply with all applicable FAA Regulations contained in 14 CFR regardless of any exclusions for public aircraft allowed in 14 CFR.

All avionics systems shall be installed and maintained in accordance with the manufacturer's specifications and instructions; per 14 CFR Part 43.

All avionics systems requiring an antenna shall be installed with a properly matched aircraft certified, broadband antenna, unless otherwise specified.

Antennas shall be polarized as required by the avionics system, and have a VSWR less than 2.5:1.

Avionics equipment mounting location and installation shall not interfere with passenger safety, space and comfort. Avionics equipment shall not be mounted under seats designed for deformation during energy attenuation. In all instances, the designated areas for collapse shall be protected.

VI. MAINTENANCE REQUIREMENTS

1. General. The Aircraft shall be maintained in accordance with the manufacturer's specifications and applicable FAA regulations.

2. Inspection. Aircraft maintained in accordance with 14 CFR 91.409(a) shall not be operated unless the 100-hour requirements of 14 CFR 91.409(b) are complied with at each 100-hour interval.

All maintenance, including inspection, rebuilding, alterations and installation shall be performed by person authorized to perform such maintenance in accordance with 14 CFR Part 43.

3. Condition of Aircraft. The aircraft must be airworthy and in good mechanical condition. The airframe and accessories must present a neat and clean appearance. Upholstery, paint, and plexiglass will be in good condition.

4. Manuals/Records. The vendor shall assure that all maintenance performed on rental aircraft is recorded in the affected aircraft's maintenance record in accordance with 14 CFR 91 (ref. 14 CFR 43.9, 43.11 and 91.417.)

5. Airworthiness Directives (ADs) & Bulletins. All applicable manufacturer's mandatory bulletins and FAA ADs shall be complied with prior to performance of this agreement. A separate list of FAA ADs and Manufacturer's Mandatory Service Bulletins on the make and model of aircraft offered will be made available upon request, recording whether applicable or not and, if applicable, the date and airframe total time at compliance, method of compliance, next compliance due date if recurring, and authorized signature and number.

VII. FUEL AND SERVICING REQUIREMENTS

All fuel must be approved commercial or military grade aviation fuel. Only fuels meeting the specifications of the American Society for Testing and Material (ASTM) D-1655 (Type Jet A, A-1, or B), MIL T-5624 (Grade JP-4 or JP-5), for turbine powered aircraft, and ASTM-D-910 or MIL T-910 (Avgas Grade 80, 100, or 100LL), for reciprocating powered aircraft, are authorized for use.

1. Servicing Requirement. Aircraft shall not be refueled while engines are running, or propellers are turning, unless the aircraft refueling facility is equipped with an approved closed-circuit refueling system.

Bonding cables shall be utilized. (Removed grounding per NFPA)

Only approved Flight Crew members (Pilot, Co-pilot, helicopter foreman, or flight manager) will be involved in any refueling operations.

Passengers shall not be involved with any refueling of contract aircraft unless the pilot has determined that it is an absolute necessity due to an emergency situation.

VIII. VENDOR'S BASE/REPORTING AND RELEASE BASE.

DOF and the vendor will agree to a report/release base(s) at the time an order is placed under this agreement.

IX. AGREEMENT PERIOD.

The agreement period shall be from date of acceptance by DOF until amended or cancelled. .

X. ORDERING SERVICE.

Orders will be placed by DOF for service, as needed, under this agreement subject to the following:

It is understood that DOF has no obligation to place, nor the vendor an obligation to accept an order placed hereunder.

Upon acceptance of an order, the terms of this agreement shall become binding.

The period of service shall extend from the time service begins until released by DOF. The period of service will include required ferry to and from the assigned base. .

XI. SCHEDULE OF OPERATIONS.

DOF will coordinate and schedule daily operations with the vendor's representative, subject to the flight crew member, duty and flight limitations.

XII. PAYMENT PROVISIONS

1. Measurement of Flight Time.

Helicopters. Flight time shall be measured from lift-off to touchdown and recorded in hours and tenths. Flight time shall be measured by means of an approved electrical time recorder as required in Section **IV. AIRCRAFT REQUIREMENTS 3. Helicopters.**"

Airplanes. Flight time shall be measured from the time the aircraft commences its takeoff roll until it returns to the blocks and will be computed in hours and tenths. A table is attached with this document.

2. Payment for Flight Time. Payment will be made for all flights ordered by the contracting officer or authorized representative and flown by the vendor at the rates set forth in the Aircraft Rental Offer Form 10-3135. When DNR Forestry activates an electronic system for ARO vendor submissions, vendor will resubmit a new ARO rental offer form into the electronic system. These offers will supersede any/all ARO rental offers previously submitted.

Flights for the Vendor's Benefit. Payment will not be made for flights for the benefit of the vendor such as maintenance test flights, ferrying to and from maintenance facilities, training and familiarization flights, flights required following an engine change, or transportation of vendor's support personnel.

3. Standby (for periods of service of less than 24 hours). DOF will pay for standby time when documented on the Flight Record Form 10-3133 at the rates stipulated on the Rental Offer Form 10-3135 subject to the following:

Standby will be computed up to an 8-hour combination of flight and standby time for single-crewed aircraft and up to a 10-hour combination for a pilot/co-pilot crewed aircraft.

The vendor may offer more favorable standby terms (e.g. free standby equal to hours flown) either as part of the agreement or on a case-by-case basis documented on Flight Record Form 10-3133.

Standby will not be earned for stops involving passenger exchange, fuel stops, lunch breaks, or acts of God, such as weather, which prevent continuation of the flight.

Standby time shall be recorded in 24-hour clock time under start/stop time and converted to hours and tenths under elapsed time of Flight Record Form 10-3133.

No standby will be paid unless listed on the Rental Offer form 10-3135 under the "rate" column. Example: List aircraft hourly rate, then directly under the rate, list a separate "standby" rate marked with the word, "Standby".

4. Guarantee. (For periods of service in excess of 24 hours) The vendor will be compensated for standby time through a flight hour guarantee as follows:

When documented on Flight Record Form 10-3133, payment will be made for the greater of (1) actual flight time for the period of service, or (2) the product of the number of days of service times the guarantee hours stipulated on Rental Offer Form 10-3135 ending with release of the aircraft.

Example: At 1500 on June 3rd, a Cessna 206 is requested by DOF to fly to McGrath and perform fire detection missions for the next several days. It is procured at a \$200. per hour rate (dry). Its guarantee is 3 hours per day. The aircraft was released at 1100 on June 7th.

<u>Date</u>	<u>Actual Flight Time (hours)</u>	<u>Guarantee (days)</u>
June 3	2.00	0.5
June 4	5.00	1.0
June 5	2.10	1.0
June 6	1.00	1.0
June 7	<u>2.00</u>	<u>0.5</u>
Totals	12.10	4.0

In this case DOF will pay the greater of (1) 12.10 hours or (2) 12.00 hours (4.0 days X 3.00 hours per day). Calculated payment will be 12.10 hours X \$200. per hour = \$2,420.00

When the pilot exceeds flight time and duty limitations, the aircraft becomes unavailable and no guarantees will be paid. However, if the vendor provides (at their own expense) a relief crew, guarantees will continue.

Payment for unflown guarantee will be computed at the dry rate.

Services terminating before or beginning after 1200 hours will be measured as one-half the guarantee set forth in Rental Offer Form 10-3135.

Whenever ordered service is unavailable, the minimum guarantee will be reduced by the length of time service is unavailable. One-tenth of the Guarantee will be deducted for each hour, or portion thereof, service is listed as unavailable. However, the deduction unavailability will not exceed ten-tenths per day.

Guarantee will not accrue after the aircraft is released, regardless of the location and the circumstances at the time of release (i.e., adverse weather conditions, etc.)

5. Submitting Invoices

It is the vendor's responsibility to compute and submit a properly completed "invoice for payment" to DOF.

Invoices are to be submitted for billing periods, beginning with the aircrafts order date/time and ending on their release date (the assignment period) for a normal rental period of less than two weeks. Interim billings, before the aircraft is released, will not be processed unless the rental period exceeds two weeks. For longer rental periods, in excess of 14 days, billing must be submitted at a minimum of every two weeks (14 days) but no greater than monthly (every 30-31 days). Invoices will not split days (i.e. All flight times will be billed on a 24 hour basis, 0:00 to 24:00, never ending an invoice in mid shift). Availability and

flight times will be calculated and modified according to the agreement rules and invoices will be adjusted to the appropriate payable amounts as determined by the State of Alaska. Sometimes the administrative section may request an amendment to correct a large error on an invoice.

When an invoice requires an amendment, the original invoice number must be used with a suffix as follows: The invoice should maintain the original invoice number followed by an A and adding the numerical sequence for any additional amendments to the same invoice.

Example: Invoice #2309 requires an amendment of availability, when resubmitting this invoice it should read #2309A or if it is a second amendment it should read #2309A-2.

Invoices with different base numbers for the same rental period will not be processed. Proper invoicing is the responsibility of the vendor and should follow these guidelines:

- 1) Completely fill in all portions of SOA Flight Record Form 10-3133.
- 2) Enter charge codes for every day you are on the agreement, whether you fly or not. On non-flight days, there are preposition codes you can get from a SOA-Division of Forestry official.
- 3) Have a state official sign the Flight Record, validating the dates and times of use as correct.

NOTE: Invoices will not be processed without the previous items attached.

6. Subsistence Allowance. When State-subsisted incident camps are available, meals and bedding for Contractor's operator(s) will be furnished without charge. **Otherwise, vendors are responsible for their own subsistence (meals, lodging, crew transportation ect.).**

7. Airport Use Costs. DOF will reimburse the vendor for any necessary airport use costs, such as landing fees, tie-down charges or similar costs, the vendor is required to pay when ordered to operate from an airport other than the vendor's base of operation. Such costs shall be supported by paid itemized invoices.

8. Fuel Cost Adjustment.

Aircraft hired on a wet rate and the DOF furnishes fuel: The vendor shall record the quantity of fuel obtained from DOF on the Flight Record form 10-3133. Deduction will be based on the vendor's fuel cost and DOF's fuel cost at the site delivered.

Aircraft hired on a dry rate and the vendor furnishes fuel: The vendor will be reimbursed for the fuel provided, at the fuel consumption rate indicated, times the applicable flight time, times the actual cost per gallon, as supported by the fuel invoices. DOF furnished fuel used for the vendor's convenience (such as maintenance flights, etc.) will be deducted at the commercial rate per gallon. Such use shall be recorded on the DOF Flight Record form 10-3133 as a non-revenue flight.

9. Miscellaneous Charges. Miscellaneous charges for goods or services furnished by DOF, on behalf of the vendor, will be deducted from amounts due under the agreement.

10. Claims. Claims for payment of supplies or services that involve disagreements between DOF and the vendor about quantity, quality, or vendor compliance with the Rental Offer requirements, must be submitted separately.

11. Designated Billing Offices. The offices listed below are the designated billing offices for submission of the vendor's invoice and a copy of the DOF Flight Record Form 10-3133.

State of Alaska
Dept. of Natural Resources
Division of Forestry
Northern Region
3700 Airport Way

State of Alaska
Dept. of Natural Resources
Division of Forestry
Coastal Region
101 Airport Road

XIII. AUTHORITY OF DOF REPRESENTATIVES

The contracting officer (CO) is the appointed DOF official with authority to enter into, administer and terminate this agreement. The contracting officer may designate representatives(s) to perform certain functions in the administration of the agreement. Typical designations are:

Contracting Officer's Administrative Representative (COAR) who is authorized to perform administrative functions.

Contracting Officer's Technical Representative (COTR) who is authorized to perform technical functions.

Project Inspector (PI) who is appointed by the COAR or COTR to assist them in carrying out their respective functions.

A designated representative is not authorized under any circumstances to:

Award, agree to, or execute any agreement, agreement modification, or notice of intent.

Obligate, in any way, the payment of money by DOF.

Make a final decision on any agreement matter which is subject to the Disputes clause of this agreement.

Terminate, for any cause, the vendor's right to proceed.

Oral and Written Statements: **No oral statements of any person shall be allowed in any manner or degree to modify or otherwise affect the terms, conditions or specifications of these Aircraft Rental Conditions.** Changes to the Aircraft Rental Conditions will be in written form, issued by an appointed Contracting Officer of the Department of Natural Resources.

XIV. VENDOR'S DESIGNATED REPRESENTATIVE.

Unless otherwise specified by the vendor, in writing, the pilot will be the vendor's designated representative for purposes of planning operations with DOF.

XV. CHANGES (ORAL OR WRITTEN).

All changes shall be issued, verified in writing and signed by the contracting officer. The vendor shall take no action to comply with the statement or order until authorized by the contracting officer.

The vendor shall immediately notify the contracting officer (orally, followed in writing) of any statement or order believed to modify or change any requirement, term or condition of the agreement, including:

- 1) Each requirement, term and condition affected by the statement or order.
- 2) The author of the statement or order.
- 3) The probable effect upon price and time of performance.

XVI. DEFINITIONS.

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

Accident: An unplanned event that does substantial damage to an aircraft, aircraft component, or service truck or any serious injury, or death, to personnel. (Refer to 49 CFR 830 for more detailed information.)

Aviation Hazard: An aviation hazard is any condition, act, or set of circumstances that compromise the safety of personnel or resources engaged in aviation activities.

General Use Activities: involve point-to-point transportation of personnel and/or cargo, occasional use of unprepared landing sites, and all other flights not categorized as "Special Use Activities".

Incident: An unplanned event that does damage less than substantial or injury less than serious; an air or ground mishap, malfunction, or situation involving aircraft or personnel which has the potential of resulting in an accident.

Special Use Activities:

1. All direct fire suppression flying.
2. Operations requiring extensive flying at less than 500 feet above the surface.
3. All helicopter sling operations and all parachute and rappelling operations.
4. Operations in terrain requiring extensive use of unprepared landing sites.

XVII. RESPONSIBILITY OF VENDOR

1. Costs. The Vendor shall be responsible for, and pay, all costs of operation, support maintenance, repair of aircraft and ground support equipment and tools, and shall include these costs in his quoted prices shown on the Rental Offer form 10-3135.

At his expense the vendor shall:

Obtain all required licenses and permits.

Comply with any applicable Federal, State, and Municipal laws, codes and regulations.

2. Security of Aircraft and Equipment. The security of any non-DOF aircraft, associated vehicles and equipment used under this agreement will be the responsibility of the vendor.

The Vendor will take precautions necessary to protect property and persons including third parties against injury or damage and be responsible for any such injury or damage that occurs as a result of his fault or negligence; (the term "third parties" is construed to include employees of DOF).

During the term of the agreement, certain DOF-owned equipment may be assigned to the vendor. If the equipment is lost, damaged, or totally destroyed as a result of the vendor's negligence; or as a result of any accident, the fair market value of the equipment will be charged to the vendor and withheld from payment due under this agreement.

3. Other Responsibilities. The vendor shall provide competent representation, at the site, and that representative shall have the authority to act for the vendor at all times and shall so notify the contracting officer.

Assure that all employees engaged in the performance of this agreement are thoroughly familiar with its requirements.

XVIII. ACCIDENTS/INCIDENTS/AVIATION HAZARDS

The Vendor shall report all aircraft accidents immediately by the most expeditious means to the Area Duty Officer/Regional Duty Officer. Refer to section **XVI. Definitions**. The definition of accident, incident, and aviation hazard.

All pilots involved in an aircraft accident or incident causing injury to personnel or damage to the aircraft are immediately suspended from further use on DOF flight operations. The suspension will continue until released by DOF's Aviation Supervisor.

The Vendor shall not permit removal or alteration of the aircraft, aircraft equipment or records following an accident, or incident resulting in any damage to the aircraft or injury to personnel until authorized to do so by the Aviation Supervisor. Exceptions are when threat to life or property exists, the aircraft is blocking an airport runway, etc. The Aviation Supervisor shall be immediately notified when such actions take place.

The Vendor shall maintain an accurate record of all aircraft accidents, incidents, aviation hazards and injuries to Vendor or DOF personnel arising in the course of performance under this contract. Further, the Vendor fully agrees to make available personnel, personnel records, aircraft records, and any equipment, damaged or undamaged, deemed necessary by the DOF investigation team in the investigation of accidents, incidents, or aviation hazards.

XIX. SUSPENSION OF PERSONNEL

Vendor personnel, who in the opinion of the contracting officer are doing ineffective work, are unable to adapt to field living conditions, or whose general performance is unsatisfactory shall be replaced by the vendor.

The vendor shall be notified in writing, stating the conditions of unsatisfactory or unsafe performance by his personnel and a time limit shall be set by which a replacement must be obtained.

XX. FEDERAL AIRPORT AND AIRWAY EXCISE TAXES

(Chapters 31 and 33 of the Internal Revenue Code, 26 U.S.C. 4041, 4261 et seq.) (Vendor Furnished Pilot) Chapters 31 and 33 of the Internal Revenue Code impose an excise tax on aviation in one of two ways (1) as a fuel tax and (2) as a transportation tax on transportation of passengers and cargo for aircraft having maximum certificated weights in excess of 6,000 pounds.

1. Fuel Tax. If the fuel tax is applicable and this contract requires Vendor-furnished fuel the Vendor shall be responsible for payment of fuel tax and shall include such taxes in his bid price.

2. Transportation Tax. Determination and payment of transportation tax (if applicable) is the responsibility of the vendor.

3. Exemptions. The Internal Revenue Service and the U.S. Treasury Department have issued several rulings regarding imposition of transportation taxes. Rev. Rul. 72-156

Exempts aircraft from passenger and cargo tax under Section 4261 and 4271 of the code when hauling and dropping fire retardant. Rev. Rul. 76-477

Exempts aircraft from passenger and cargo taxes under Sections 4261 and 4271 of the code when contractor's employees are spotting fires, or hauling and dropping retardant chemicals.

These rulings do not exempt imposition of fuel taxes for which the vendor is responsible under the paragraph above.

XXI. STATE SAVED HARMLESS AND INSURANCE PROVISIONS

1. State Saved Harmless: The Vendor shall indemnify, save harmless and defend the State, its officers, agents and employees from all liability, including costs and expenses, for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, wrongful omission or negligent act of the Vendor, subcontractor or anyone directly or indirectly employed by them in the performance of this contract.

All actions or claims including costs and expenses resulting from injuries or damages sustained by any person or property arising directly or indirectly from the Vendor's performance of this contract which are caused by the joint negligence of the State and the Vendor shall be apportioned on a comparative fault basis.

Vendor has full and exclusive responsibility and liability for all actions or claims occurring from flight operations.

2. INSURANCE: Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Procurement Officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

Proof of insurance is required for the following:

Aircraft Liability Insurance: covering all aircraft used under this contract, with coverage limits not less than \$5,000,000 combined single limit for bodily injury, passenger liability, and property damage liability, and with limits not less than \$500,000 per passenger seat. The state shall be added as additional named insured for all flight operations under this agreement.

Workers' Compensation Insurance: The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the state.

Commercial General Liability Insurance: covering all business premises and operations used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

Commercial Automobile Liability Insurance: covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

Stipulation: If a Vendor does not provide maintenance, and maintenance is subcontracted, it is the responsibility of the Vendor to be certain subcontractor is FAA approved facility and also, that subcontractor has products/completed operations coverage under their Comprehensive General Liability policy.

Attachment 1

FIRST AID

First-aid kits for helicopters flying on state charters shall meet the following specifications:

1. Each first-aid kit must be dust proof and moisture proof.
2. The kit must be readily accessible in a location known to all passengers.
3. The contents shall meet the following minimum quantities:

ITEM	PASSENGER SEATS	PASSENGER SEATS
	<u>0-9</u>	<u>10-50</u>
	8	16
	10	20
	5	10
	4	8
	2	5
	2	6
	2	4
	2	2
	1	1

SURVIVAL KIT

All helicopters flying on state charters will carry survival equipment in a readily accessible location known to all passengers. Survival kits will contain at least the following items and additional items, as appropriate, for local climate and terrain conditions.

1. The minimum equipment to be carried during the summer months:
 - A. Food for each occupant sufficient to sustain life for two weeks (protein pills, sucrose, etc., may be desirable to minimize storage space)
 - B. One axe or hatchet
 - C. One first aid kit

 - E. One small gill net and an assortment of tackle such as hooks, flies, lines, sinkers, etc
 - F. One knife
 - G. Two small boxes/containers of matches (waterproof)
 - H. One mosquito headnet for each occupant
 - I. One space blanket for each occupant
 - J. Signal flares (six each)
 - K. Signal mirror

Attachment 2

GROUPING OF LIKE MAKE/MODEL AIRCRAFT

"25 hours PIC in any combination of aircraft in a grouping below will meet the requirements (for airplanes) of Section III.
PERSONNEL REQUIREMENTS

1. Pilot requirements of this agreement.

Reciprocating Engine Aircraft

<u>Make</u>	<u>Model</u>
Cessna	172, 177, 182
Cessna	172RG, 177RG, 182RG, 210
Cessna	170, 180, 185, L-19
Cessna	205, 206, 207
Cessna	336, 337
Cessna	303, 310, 320, 340, 400 series
Piper	PA-11, 12, 14, 16, 18, 20, 22
Piper	PA-24, 28, 32
Piper	PA-23, 30, 39, 40, 31, 34
Beech	33, 35, 36
Beech	50, 55, 56, 58, 60, 65, 70, 95
Beech	18
Helio	250, 295, 400, 700, 800
Maule	M-4, 5, 6, 7
Rockwell-Commander	500, 560, 680F

Turboprop Airplanes

Cessna	206, 207 "Soloy Turbine"
Cessna	208 "Caravans"
Cessna	425, 441 "Conquest I & II"
Piper	PA-31T "Cheyenne I & II"
Piper	PA-42 "Cheyenne III & IV"
Beech	"King Air" series 90, 100, 200, 300
Beech	18 turbine series--("Volpar", etc.)
Rockwell-Commander	680 T.V.W.; 681, 690, 840, 900, 980, 1000
Mitsubishi	MU-2 series
DeHavilland	DHC-6 Twin Otter series

Swearingen

Merlin/Metro series

Jet Airplanes

Lear Jet	20 through 36 series
Lear Jet	54, 55, 56
Grumman	G-II, III, IV
Cessna	"Citation" series
Falcon	10, 20, series
Falcon	50
Rockwell	"Saberliner"
Israel	"Westwind" 1121-1124
Israel	"Astra" 1125
Canadair	"Challenger" series
Beech	HS 125, 800
Mitsubishi	"Diamond" I

(Other jet aircraft by make, model, series)