



INVITATION TO BID (ITB)

ITB#: BRN.INF2024-01

for

***Exclusive Use
Helicopter Services***

For

The Native Village of Napaimute

DUE: 5:00 p.m., April 1, 2024

Prepared by:

Brownfields Coordinator

Joe Kameroff

PO Box 107

Aniak, AK 99557-107

Table of Contents

A. Introductions to Proposers

- I. General 5**
- II. Submitting a Proposal..... 5**
- III. Examination of ITB Document..... 5**
- IV. Questions 6**
- V. Licenses 6**
- VI. Payment Information 6**
- VII. Evaluation and Award 6**
- VIII. Contract Award 6**
- IX. Term of Lease Contract..... 6**
- X. Cooperative Clause 7**
- XI. Federal Laws Clause 7**
- XII. Liability Coverage..... 7**
- XIII. Grievance 7**
- XIV. Freedom of Information Statement 7**
- XV. Firm, Unqualified, and Unconditional Offer..... 7**
- XVI. Background Information 8**
 - i. Napaimute Background**
 - ii. Contract Requirements**
- XVII. Requirements and Certifications..... 8**
 - (a) Requirements**
 - (b) Certification**
 - (c) Order of Precedence (Specifications)**
 - (d) Contracts**
- XVIII. Operations..... 9**
 - (a) Flight Operations**
 - (b) Pilot Authority and Responsibility**
 - (c) Substitution of Personnel**
 - (d) Day/Night Use**
- XIX. Personnel Requirements..... 12**
 - (a) Pilot Requirements**
 - (b) Mechanic Requirements**
- XX. Duty Time and Flight Limitations 15**
 - (a) Flight Crewmember Duty Time Limitations**
 - (b) Flight Time Limitations**
 - (c) Personal Protective Equipment**
- XXI. Mechanic Duty Limitations 16**
 - (a) Duty Status**
- XXII. Aircraft Requirements 17**
 - (a) Condition of Equipment**

(b) Required Equipment and Accessories	
XXIII. Avionics Requirements	20
(a) General	
(b) Required Communication/Navigation/Other Systems	
(c) One Global Positioning System (GPS)	
(d) Audio Systems	
(e) Avionics Installation and Maintenance Standards	
XXIV. Maintenance Requirements	25
(a) General	
(b) Inspection	
(c) Preventative Measures	
(d) Maintenance Test Flight	
(e) Time Between Overhaul (TBO) and Life Limited Parts	
(f) Airworthiness Directives and Manufacturer’s Mandatory Service Bulletins	
(g) Weight and Balance	
(h) Manuals and Records	
(i) Turbine Engine Power Assurance Checks	
XXV. Servicing Requirements	29
(a) Fuel Requirements	
(b) Hot Fueling	
XXVI. Administrative Requirements	29
(a) Pre-Award Inspection	
(b) Other Inspections	
(c) Certification, Registration, and Aircraft Authorization	
(d) Unsatisfactory Pilot or Mechanic Performance	
(e) Accident/Incident	
(f) Oral and Written Statements	
(g) Payments	
XXVII. ITB Response Requirements	32
B. Evaluation Criteria	

Native Village of Napaimute

The Native Village of Napaimute (NVN, or Native Village of Napaimute) is soliciting bids for qualified contractor to provide helicopter charter services, complete with qualified pilot, for a project with the Native Village of Napaimute in the Middle Kuskokwim Region. ITB#BRN.INF2024-01.

Proposals must be received by the Napaimute Aniak Office at PO Box 107 Aniak, AK 99557-107 no later than 5:00 p.m., local time, **April 1, 2024**. Any proposal received later than the specified time and date will NOT be accepted or considered. No facsimile, email, or telephone proposals will be accepted. Submitted proposals shall contain all information requested and be submitted in the format shown within the solicitation document. Proposals MUST be sealed and clearly identify the name and number of the ITB on the outside of the envelope/package, as well as the Proposer's name, address, and business affiliation (if applicable).

The full solicitation (ITB#BRN.INF2024-01) can be found at Napaimute's website: <http://napaimute.org/>

Point-of-Contact:

Joe Kameroff, Brownfields Coordinator, email: napaimute.brownfields@gmail.com

A. INSTRUCTIONS TO PROPOSERS

I. General:

The Native Village of Napaimute (NVN, or Native Village of Napaimute) is soliciting bids for a qualified contractor(s) to provide helicopter charter services, complete with qualified pilot(s) and mechanic(s), for fly in site assessments in the Middle Kuskokwim, Alaska areas as specified within this ITB. will issue up to two Master Agreements (MAs) to the qualified bidder(s) to provide the exclusive use helicopter services as specified.

This solicitation will be conducted in accordance with the Native Village of Napaimute's (NVN) Procurement Regulation. Procurement will follow procedures found in CFR: Title 48. Federal Acquisition Regulations (FAR).

NVN intends to evaluate proposals and award a contract without discussions with offeror's (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint.

NVN hereby notifies all those responding to this ITB that, in accordance with the provisions of the Civil Rights Act of 1964 (Chapter 21, Title 42, of the U.S. Code) and Regulations promulgated in connection therewith, that it will affirmatively ensure that any contract entered into pursuant to this ITB disadvantaged business enterprises will be afforded full and fair opportunity to make submittals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

II. Submitting a Proposal:

Sealed Proposals must be received by the Napaimute Aniak Office at PO Box 107 Aniak, AK 99557-107, by 5:00 p.m. AST, **April 1, 2024**. Any proposal received later than the specified time and date will be considered a "Late Proposal" and may not be accepted or considered. Submitted proposals shall contain all information requested and shall be submitted in the format shown within this solicitation document. No facsimile, email, or telephone proposals will be accepted. Proposals must be sealed and clearly identify the name and number of the ITB on the outside of the envelope/package. A full copy of the ITB notice is available on the Native Village of Napaimute's website at: <http://napaimute.org/>, or by written request to the contact information listed above.

III. Examination of ITB Document:

Prior to submitting a proposal, each Proposer shall carefully examine the ITB documents, study, and thoroughly familiarize themselves with the technical specifications and requirements thereof and notify the Owner (if applicable) of any and all conflicts, errors, or discrepancies.

The Proposer shall sign their proposal in all required signature blocks. All proposals must be ink or type written. Errors should be crossed out with a single line through, and the correction written clearly above the error and initialed by the Proposer. Proposals may be rejected if omissions, alterations not allowed for, or irregularities of any kind, are shown. The proposal shall remain firm for no less than sixty (**60**) calendar days from the date of proposal. The Proposer's business name shall be included on the proposal, specification documents, descriptive documents, or any additional documents submitted with the proposal.

By submission of this proposal, the Proposer guarantees that all goods and services meet the

requirements outlined in this solicitation.

IV. Questions:

Submit written questions to Joe Kameroff at: napaimute.brownfields@gmail.com. All questions related to this Intent to Bid must clearly identify the name and number of the ITB. The **deadline for questions is 5:00 p.m. AST, April 1, 2024.**

If it becomes necessary to revise any part of this ITB, revisions will be made in writing in the form of an addendum to the ITB. All addenda will be posted on the Native Village of Napaimute's website at: <http://napaimute.org/>. If a proposal is received prior to an addendum posting date Napaimute will contact the proposer and provide them with an opportunity to respond if they choose within 7 working days from the date of contact.

V. Licenses:

All Proposers must be properly licensed to do business in the State of which they reside in. Proposers that fail to comply with this requirement may subject their proposal to being rejected as non-responsive.

VI. Payment Information:

The Native Village of Napaimute is a tax-exempt Tribal Organization and may not be required to pay sales tax. No indirect or overhead charges will be charged by Napaimute or applied to the offeror's bid of the ITB by the proposer.

By submitting a proposal in response to this ITB, you agree to accept payment via check, direct deposit, or wire transfer for all purchases made under the contract awarded from this solicitation. When preparing a cost for proposal, electronic payment processing fees may be included in the proposed price.

VII. Evaluation and Award:

Napaimute reserves the right to reject any or all proposals and further reserves the right to waive technicalities and informalities in proposals, as well as, to accept in whole or in part such proposal or proposals where it deems it suitable in protection of the best interest of Napaimute. Napaimute shall be the sole judge as to whether proposals submitted meet all requirements contained in this solicitation.

Napaimute may elect to make an award to one (1) proposer as deemed to be in Napaimute's best interest. This solicitation does not commit Napaimute to award a contract, to pay any costs incurred in the preparation of the proposal, or to procure or contract for goods of services listed herein. Costs associated with proposal preparation, oral interviews, demonstrations and/or presentations shall be the sole responsibility of the Proposer.

VIII. Contract Award:

A lease contract award will be made to the Proposer whose proposal is deemed most advantageous to Napaimute, considering all evaluations factors, as identified in the ITB. Napaimute shall be the sole judge of this determination; therefore, a contract award may be made to other than the lowest priced Proposer. A copy of the firm's proposal may be attached to the contract; however, in the event of any ambiguity with any attachments, Napaimute's contract and procurement policies will prevail.

IX. Term of Lease Contract:

The term of this contract shall be no more than one (1) month after notification of an award with the effective date the date of the Napaimute Representative and the Proposer Representative signatures on a lease contract.

The bidder shall state prices in the units of issue on this ITB. Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the state, the bidder may list such taxes separately, directly below the bid price for the affected item.

X. Cooperative Clause:

By submitting a proposal, the Proposer that is awarded a lease contract agrees to allow only Native Village of Napaimute to enter their own contract based on the terms and conditions of a contract resulting from this ITB.

Napaimute shall not be responsible for any problems that may arise between any other government and or private entities and the proposer because of any lease agreements. Any resulting contract is solely between the Proposer and third-party entity.

XI. Federal Laws Clause:

By submitting a response to this solicitation, the Proposer shall comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives, including but not limited to Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

XII. Liability Coverage:

After entering a contract with Napaimute the Proposer shall maintain at all times Commercial or Comprehensive General Liability insurance, with limits on no less than \$500,000.00 USD, covering Bodily Injury, Property Damage-Loss, and Personal Injury. Coverage shall be maintained until such a time that project is complete. All such insurance shall waive subrogation against Napaimute to the extent allowed by law.

XIII. Grievance:

Any actual or prospective Proposer who is aggrieved in connection with this procurement, or the award of a contract resulting from this procurement, may protest to the Napaimute Executive Director(Audrey Leary). The protest shall be submitted in writing within fourteen (14) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto provided that grievance has been made in accordance with solicitation requirements.

XIV. Freedom of Information Statement:

Procurement information shall be a public record to the extent required by federal law, with the exception that commercial or financial information obtained in response to a “INVITATION TO BID (ITB)” which is privileged and confidential if so designated by the Proposer shall be protected from disclosure. Such information must be clearly marked as “CONFIDENTIAL” by those submitting responses. Privileged and confidential information is information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the party supplying the information.

XV. Firm, Unqualified, And Unconditional Offer:

Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also, included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

XVI. BACKGROUND INFORMATION

I. Napaimute Background:

The Native Village of Napaimute (Tribe) is a federally recognized tribe located in Southwestern Alaska 255 river miles upstream of Kuskokwim Bay. None of the villages in the region are connected by a road system, instead they rely heavily on boat, commercial barge, air and winter ice roads for travel. Napaimute will be conducting initial assessments on approximately 10 historic mining locations in the Middle Kuskokwim Area. Assessments will be conducting inventory, taking photos, and creating a 3D map with multispectral imaging drone. If obvious sign of contamination, we will only do ground and water surface sampling with PID and YSI sampling equipment maybe bring some to send off for analysis.

During WW1 the Middle Kuskokwim Area was one of the main producers of Mercury for the war efforts and from that there are already two EPA Superfund Clean Up sites in our region. We want to see what was left behind when they were done mining and if any site needs clean up.

II. Contract Requirements:

The successful Proposer will be expected to enter into a services contract agreement with Napaimute. The resultant contract from this ITB will incorporate by reference this ITB document in its entirety and the **successful proposer's response to this ITB, as well as any negotiated terms and conditions.**

XVII. REQUIREMENTS AND CERTIFICATIONS

a) **REQUIREMENTS:**

The Contractor shall provide helicopter flight services to support Native Village of Napaimute with transport of crew and equipment to historic remote mining sites. The types of service that the aircraft will generally be required to perform include, but are not limited to:

- i. Transportation of personnel, equipment, and supplies;
- ii. Transportation of cargo, internal and external;
- iii. Transportation to and from remote areas supporting resource missions; and/or

The aircraft will be required to operate out of unimproved landing areas during periods of inclement weather, gusty winds, and smoky conditions. The use of experienced pilots is required to safely provide adequate performance under a variety of hazardous conditions. **THE AIRCRAFT SHALL BE USED TO MAXIMUM FAA CERTIFICATED LIMITATIONS.** Aircraft furnished under this contract must be operated and maintained by the Contractor.

The Contractor must furnish a pilot and mechanic for the aircraft seven days a week, regardless of the individual pilot's and/or mechanic's designated days off.

The aircraft provided under this contract shall be assigned to designated bases as referenced in this contract. Should Napaimute require operation of the aircraft from locations other than the assigned base, the flight time to move the aircraft will be paid at the flight rate.

mechanic and fuel servicing vehicle driver while operating at any location other than the assigned base. If, at the option of the Napaimute, NVN does not provide meals and/or lodging for the crew when away from the designated base, the Napaimute will pay an allowance for each night that each authorized crewmember is required to remain away from the designated base. The allowance permitted shall consist of actual costs for lodging, vendor provided transportation and an allowance for Meal and Incidental Expenses (M&IE) in accordance with General Services Administration, for the geographic area in which assigned and documented on the flight record form.

b) CERTIFICATION:

The Contractor shall hold a current Federal Aviation Administration (FAA), or Transport Canada, Air Carrier Certificate. The bidder must submit a copy of required FAA 133, 135, and 137 certifications with their bid. At a minimum, one calendar year experience in make and model of helicopter submitted is required.

The Contractor shall have operations specifications at the Deadline for Responses date and time for this ITB that allow operations of the category and class of aircraft and conditions of flight required under this contract which are: Rotorcraft; VFR- Day; Passengers; and Cargo.

Aircraft operated on this contract must be operated and maintained under provisions 14 CFR 135 and carried on the list required by 14 CFR 135.63 unless otherwise authorized by the Contracting Officer (CO).

c) ORDER OF PRECEDENCE (SPECIFICATIONS):

In the event of inconsistencies within the technical specifications, the following order shall be used in such resolution:

- i. Typed provision of these specifications;
- ii. Napaimute supplements incorporated by reference;
- iii. 14 CFR incorporated by reference;
- iv. Aircraft manufacturers specifications; and
- v. Other documents incorporated by reference.

d) CONTRACTS:

Contractor shall maintain a copy of the contract and all modifications in each contract aircraft throughout the performance of the contract.

XVIII. OPERATIONS

a) FLIGHT OPERATIONS:

- i. The Contractor shall be responsible for the security of their aircraft, vehicles, and associated equipment used in support of this contract.
 - 1) Aircraft used under this contract will be physically secured and disabled via a dual-lock method whenever the aircraft is unattended. Any combination of anti-theft devices designed to lock aircraft flight control surfaces when not in use, or designed to secure an aircraft to the ground, are acceptable, provided they are appropriate for the aircraft. Operational environments and

personnel safety must be considered when selecting the locking devices and methods used;

- 2) Removal and/or disabling of locking devices and methods must be incorporated into preflight checklists to prevent accidental damage to the aircraft and must be installed in a manner which precludes its inadvertent interference with in-flight operations;
 - 3) Examples of acceptable locking devices & methods are identified below. Utilization of other means of securing or disabling an aircraft are acceptable provided they achieve a level of security equal to or greater than the following example methods:
 - A. Keyed magneto keyed starter switch;
 - B. Keyed master power switch;
 - C. Hidden battery cut-off switches;
 - D. Hidden start relay switches;
 - E. Throttle/power lever lock;
 - F. Mixture/fuel lever lock;
 - G. Locking fuel cut-off; and
 - H. Locking tie-down cable.
 - 4) Examples of unacceptable locking devices & methods include, but are not limited to, locking aircraft doors, and/or fenced or gated parking areas.
- ii. The Contractor must operate in accordance with the Contractor's approved operating specifications, all portions of 14 CFR 91, and each certification required under this ITB unless otherwise authorized by Native Village of Napaimute. The Contractor shall have a valid certificate of origin of the United States agreement on file as issued by the FAA
 - iii. The pilot-in-command must ensure that a manifest of all crewmembers and passengers on board has been completed. A copy of this manifest shall remain at the point of initial departure. Manifest changes will be left at subsequent points of departure. In instances where multiple short flights will be made in a specific geographical area which involves frequent changes of passengers, a single manifest of all passengers involved may be left with an appropriate person to preclude unreasonable administrative burden. Pilot shall cooperate with NVN personnel to complete the manifest in the most efficient manner possible and avoid downtime or unnecessary shutdowns;

- iv. Toe-in, single-skid, step-out landings. Due to the hazardous nature of these type landings, toe-in, single-skid, step-out landings are prohibited;
- v. Native Village of Napaimute may require the transportation of hazardous materials. The Contractor must be "will carry" FAA hazardous material operators. Such transportation shall be in accordance with the DOI/USDA interagency aviation transport of hazardous materials. A copy of the DOI/USDA interagency aviation transport of hazardous materials information must be on-board the aircraft during all operations conducted under this contract. This handbook will be provided upon award of the contract or if requested by potential contractors. It is the Contractor's responsibility to ensure that each employee that may perform a function subject to this exemption receives training on the requirements and conditions of this exemption. Documentation of this training shall be retained in the employee's records;
- vi. Flights with doors open or removed shall be required when requested by the Napaimute. The aircraft external registration number must be displayed in such a manner as not to be compromised by this requirement; and
- vii. Smoking in the aircraft is prohibited.

b) PILOT AUTHORITY AND RESPONSIBILITY:

The pilot is responsible for the safety of the aircraft, its occupants and cargo. The pilot shall comply with the directions of the NVN, except, when in the pilot's judgment, such compliance would be in violation of applicable State or Federal regulations, contract provisions or safety.

- 1) The pilot shall not permit any occupant or cargo onboard the aircraft unless authorized by the contracting officer, contracting officer's technical representative, contracting officer's representative or the helicopter manager;

The Pilot shall ensure that the helicopter is used to the maximum FAA certified Limitations but shall never exceed any Weight or Balance limitation;

- 2) The assigned pilot on this contract may function as a mechanic when the aircraft is not available due to required maintenance, provided the following requirements are met:
 - A. The pilot meets all the qualifications and experience requirements for a mechanic in this contract;
 - B. The time that the pilot is engaged in mechanic duties will be applied toward the pilot duty limitations. In addition, all mechanic time in excess of two hours will be applied to the

pilots' flight time limitations on a one-hour to one-hour basis;
and

- C. A pilot functioning as a mechanic shall not perform scheduled maintenance such as 50 and 100-hour inspections.

c) SUBSTITUTION OF PERSONNEL:

At the discretion of Native Village of Napaimute, the Contractor may substitute the aircraft or personnel during performance of the contract provided each substitution is inspected and accepted in accordance with the contract. This requires that at the beginning of each contract, the pilot and NVN crewmembers will conduct early season flight training.

Native Village of Napaimute may require the Contractor to provide such flight training for the replacement pilot. The training shall be at no additional cost to Native Village of Napaimute and will not exceed two hours of flight time.

d) DAY/NIGHT USE:

Helicopters shall be limited to daylight hours and under VFR conditions only. Nighttime shall be defined as the time between the end of evening civil twilight and the beginning of morning civil twilight. During extended twilight hours, the predominant test of visibility shall be, to clearly see a physical object two statute miles from the helicopter.

XIX. PERSONNEL REQUIREMENTS

a) PILOT REQUIREMENTS:

- i. Due to pilot duty time requirements, a relief pilot (who must adhere to the same pilot duty time requirements as the primary pilot) is required to cover days off for the assigned contract pilot at no additional cost to Native Village of Napaimute;
- ii. Pilots must hold at least a FAA Commercial Pilots Certificate with Rotorcraft-Helicopter Rating;
- iii. Pilots must hold at least a Second Class Medical Certificate issued under provisions of 14 CFR Part 67;
- iv. Pilots must show evidence of satisfactorily passing an FAA 135.293 (a) & (b) check ride in the past 12 calendar months in the category and class of aircraft being offered for this contract;
- v. Pilot flying hours shall be verified from a certified pilot log. Further verification of pilot flying hours may be required at the discretion of the Contracting Officer's Technical Representative;
- vi. Each Pilot at the discretion of the Contracting Officer's Technical Representative may be required to pass an agency flight evaluation check in the make and model aircraft to be flown on this contract at no cost to Native Village of Napaimute. Pilots shall demonstrate proficiency in operations of all equipment specifically identified in this ITB.
- vii. Pilots shall demonstrate their ability to perform the following functions

with the required GPS. The pilot may use only an abbreviated checklist in the performance of this evaluation.

- 1) Determine the geographic coordinates of a destination identified on the sectional aeronautical chart.;
- 2) Install destination coordinates;
- 3) Acquire distance/bearing information to a destination;
- 4) Record as a waypoint, coordinates of various locations while in route to a primary destination; and
- 5) Navigate from a present position to a selected-recorded waypoint or between two recorded waypoints.

viii. Pilots shall have logged minimum flying time as Pilot-In-Command as follows:

- 1) Fifteen hundred hours total time in helicopters;
- 2) One hundred hours total time in helicopters in the last 12 months;
- 3) One hundred hours total time in weight class of helicopter offered. Defined as: Aircraft having a gross weight of "12,500 pounds or less" or "more than 12,500 pounds."
- 4) One hundred hours total time in turbine helicopters;
- 5) Fifty hours total time in make and model of helicopter offered. Pilot flight hour requirements in make and model may be reduced by 50% if the pilot shows evidence of satisfactorily completing the manufacturer's approved ground school and flight check in the make, model and series of helicopter used on this contract;
- 6) Ten hours total time in make, model and series of helicopter offered in the previous 12 months;
- 7) Ten hours total time in make, model, and series of helicopter offered in the last 30 days, prior to "seasonal" contract start;
- 8) Ten hours total time in typical terrain in the make and model helicopter offered. Defined as terrain where the aircraft will operate during the contract period that has the same features, to include density altitude and remoteness;
- 9) Two hundred hours total time in mountainous terrain. Defined as pinnacle landings and approaches at various elevations and density altitudes of over 5,000 feet above sea level, and in areas of rugged peaks, deep canyons, cliffs, rock outcroppings, steep

slopes, including landing on mountain tops and confined areas surrounded by trees, brush, rocks, snow, and ice.

- ix. The precision placement of externally carried cargo is an operational requirement of this contract. Pilots shall be required to place cargo precisely where requested regardless of cable length, while operating within the helicopters capability. Pilots shall show written evidence of qualification to transport Class A and B external loads;
- x. The Contractor must make available to the COTR upon request, complete pilot information (OAS-64B) for each pilot that will be utilized on the contract.

b) MECHANIC REQUIREMENTS:

- i. The mechanic must be available at the designated base during the periods in which the aircraft is operating in performance of this contract. The mechanic must be present to service and inspect the aircraft. Due to mechanic duty time requirements, a relief mechanic (who must adhere to the same mechanic duty time requirements as the primary mechanic) shall be required to cover days off for the assigned contract mechanic at no additional cost to Napaimute;
- ii. The mechanic must be a holder of a valid FAA Mechanic Certificate or Transport Canada engineer document with both Airframe and Powerplant ratings and must have held the Certificate for a period of at least 24 months. Additional experience requirements are as follows:
 - 1) Twelve of the last 24 months total time actively involved in aircraft maintenance as a certificated mechanic immediately preceding the start of the contract;
 - 2) Twelve months total experience in maintaining aircraft of the same category specified in this contract;
 - 3) Twelve months total time maintaining an aircraft of the same make and model offered on this contract (satisfactory completion of the manufacturer's maintenance course or an equivalent Contractor's program for the make and model aircraft offered will meet this requirement); and
 - 4) One field session total time maintaining an aircraft of the same make and model as offered under field conditions (three consecutive months maintaining the helicopter away from the Contractor's base of operations with minimal supervision will meet this requirement.
- iii. The Contractor must make available, prior to the initial inspection, a mechanic qualification form (OAS-41) for each mechanic that will perform maintenance during the exclusive use period on any helicopter covered by this contract. The qualification form, available from the State Contracting Officer or any office, shall list the mechanic's qualifications

with reference to the specifications listed above; and

- 1) Availability of Mechanic: The mechanic shall be available within 20 minutes of the designated base and, when directed by Native Village of Napaimute, accompany the helicopter to alternate designated base. The mechanic shall be available to service, inspect, and repair the helicopter.

XX. DUTY TIME AND FLIGHT LIMITATIONS

a) FLIGHT CREWMEMBER DUTY TIME LIMITATIONS:

- i. Flight crewmembers may be relieved from duty for fatigue or other causes before reaching flight hour or duty limitations. Personnel will be on standby during the hours stipulated by Native Village of Napaimute;
- ii. Duty includes flight time, ground duty of any kind, travel to and from duty stations/assigned bases, and standby or alert status. 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;
- iii. Although Native Village of Napaimute may invoke more restrictive duty hours during periods of high workloads, the standard duty hours will be as follows:
 1. A maximum of 14 consecutive hours of duty during any assigned duty period;
 2. All pilots, including relief pilots, are required to have two (2) 24-hour periods off during every 14 consecutive calendar days; and
 3. Pilots shall be given 10 hours of consecutive rest (off duty), not to include any post-flight or pre-flight activity, prior to any assigned duty period (rest is defined as the time spent between duty periods characterized as inactivity or ease and free from labor).

b) FLIGHT TIME LIMITATIONS:

- i. All flight time regardless of how and where performed, except personnel pleasure flying, shall be reported by each flight crewmember and used to administer flight time and duty time limitations. Pilot flight time computation shall begin at liftoff and end at touchdown and will be computed from the flight hour meter in the aircraft. Flight crewmembers shall be limited to the following flight hour limitations, which shall fall within their duty hour limitations;
- ii. Flight crewmembers shall not exceed eight hours of flight time during any 14-hour duty period;
- iii. When a flight crewmember has exceeded the daily flight time limitations, that flight crewmember must have a rest period before being assigned

or accepting an assignment for flight time of at least:

1. Eleven hours of rest if the flight time limitation is exceeded by not more than 30 minutes;
 2. Twelve consecutive hours of rest if flight time limitation is exceeded by more than 30 minutes, but not more than 60 minutes;
 3. Sixteen consecutive hours of rest if the flight time limitation is exceeded by more than 60 minutes; and
 4. A maximum of 42 hours flight time during any consecutive six-day period. When a pilot acquires more than 36 hours of flight time in any consecutive six-day period, that pilot shall be given the following 24-hour period off duty.
- iv. The pilot is responsible for keeping the helicopter manager, helibase manager, and/or other NVN representative apprised of flight and duty time. Travel time to the workstation more than 20 minutes must be reported as duty time.

c) PERSONAL PROTECTIVE EQUIPMENT (PPE):

The following items must be furnished by the Contractor and shall be inspected for condition at the start of the contract, at any time during the exclusive use period and also bring additional to be supplied to NVN crew member during flight.

- i. Aviator's protective helmet for the pilot equipped with a boom-microphone and handset compatible with the radio specifications of this contract. The helmet shall be equipped with a chinstrap and be individually fitted to cover the head and provide protection for ears and temples. Pilots shall wear helmets for all flights. Acceptable helmets include SPH-3, SPH-4, SPH- 4B, SPH-8, HGU-56, and HGU- 84;
- ii. Pilots shall wear a long sleeve shirt and trousers (or long sleeved flight suit) made of fire resistant polyamide or aramide material or equal. Pilots shall wear boots that comply with the "IASG" and leather or polyamide gloves. All clothing shall overlap to prevent exposure to flash burns. Sleeves must be secured to prevent inadvertent snagging on controls; and
- iii. Pilots shall wear a personal flotation device when conducting hovering flight operations over water (water bucket dipping). This equipment shall be maintained and in serviceable condition in accordance with the manufacturer's instructions.

XXI. MECHANIC DUTY LIMITATIONS:

a) Mechanics shall not exceed the following duty-time limitations:

- 1) Within any 24-hour period, mechanics shall have a minimum of eight consecutive hours off duty immediately prior to the beginning

of any duty day. 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; and

- 2) All mechanics, including relief mechanics, will have two full days off duty (2-24 hour periods) during any 14-day period during the performance of this contract. Off duty days need not be consecutive.
- b) Duty time includes availability time and work or alert status at any job site, and travel to and from duty stations/assigned bases that exceeds 20 minutes each way;
 - c) NVN may further restrict daily duty hours and may remove mechanics for fatigue or other caused before reaching their daily duty limitations; and
 - d) The mechanic will be responsible for keeping the immediate controlling contract representative apprised of his/her duty limitation status. Travel time to the workstation in excess of 20 minutes must be reported as duty time.

XXVII. AIRCRAFT REQUIREMENTS

a) CONDITION OF EQUIPMENT:

- i. Contractor-furnished aircraft and equipment shall be operable, free of damage, and in good repair. NVN may request documentation of acceptability for any component found excessively worn or damaged. Possible examples of documentation include published manufacturer data, a letter from a manufacturer service representative, or a letter from FAA personnel. Aircraft systems and components shall be free of leaks except where limits are specified by the manufacturer;
- ii. All windows and windshields must be clean and free of scratches, cracks, crazing, distortion or repairs, which hinder visibility. Repairs, such as safety wire lacing and stop drilling of cracks, are not acceptable permanent repairs. Prior to acceptance, all temporarily repair windows and windshields shall have permanent repairs completed or shall be replaced. Sliding doors shall be operated easily and smoothly with all rollers and tracks in good condition, as determined by NVN. NVN may request documentation of acceptability for any door track found worn beyond 10% of original wall thickness. Possible examples of documentation include published manufacturer data, letter from a manufacturer service representative, or a letter from FAA personnel;
- iii. The aircraft, to include exterior paint, shall be clean, neat and in good condition. External parts such as window frames, panels and other painted components will be repainted if they are replaced during the contract period to maintain a neat appearance and provide corrosion protection. Heat damaged, flaking, or excessively faded paint on tail boom must be replaced as determined by NVN; and
- iv. These equipment concerns are in addition to airworthiness

requirements.

b) REQUIRED EQUIPMENT AND ACCESSORIES:

The following equipment and accessories are required:

- i. Navigational publications including the Alaska Supplement and a complete set of current Sectional Aeronautical Charts covering the area of operation. Electronic versions of these documents on eight-inch or larger screen devices are allowed;
- ii. First aid kit (aeronautical) in accordance with Attachment 2;
- iii. Survival kit in accordance with Attachment 2;
- iv. Free air temperature gauge;
- v. Aircraft must have approved lighting for night operations in accordance with 14 CFR 91, including instrument lights;
- vi. One set of individual lap belts for each occupant. FAA or Transport Canada approved shoulder harness integrated with seat belt with one single point metal-to-metal quick release mechanism for each passenger position;
- vii. 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. Heavy-duty (Military style) harnesses with fabric loop connecting the shoulder harness to the male portion of the lap buckle, similar to those installed in transport category helicopters, are acceptable;
- viii. One flight meter or Hobbs recording in hours and tenths and activated by an oil pressure switch wired in series with collective switch or equivalent system to record flight time only. The meter must be installed in a location readable from the front observer's seat. Any additional hour meters shall be placarded "Not for Forestry Use;"
- ix. Fire extinguisher(s) as required by 14 CFR 135.155, containing a minimum of 1-1/2 pounds of extinguishing agent, rated for B and C fires;
- x. Dual Controls are required under certain circumstances (such as check rides) and must be installed within one hour of request, if not already present;
- xi. Flight instruments for low visibility flight conditions, including Directional Gyro, Gyroscopic Bank and Pitch Indicator, Rate of Turn Indicator and Vertical Speed Indicator;

- xii. Cabin heater with windshield defogger;
- xiii. High skid-type landing gear;
- xiv. Personnel access step. Helicopters equipped with extended gear shall have a personnel access step to assure safe entrance and exit from each door of the helicopter;
- xv. Bear paws or tundra boards, no skis;
- xvi. Aircraft must have cargo space in the aft passenger compartment. The cargo space shall be equipped with a restraint device or cargo bin to prevent cargo from interfering with the passenger compartment or operation of the sliding door.
 - 1) A restraint device, if used in lieu of a cargo bin, shall be constructed from nylon webbing and will be secured to the transmission bulkhead with a minimum of six equally spaced attachments between the cabin ceiling and the cabin floor. The six equally spaced encompass the passenger seat stanchion with a minimum of six equally spaced individual loops. The restraint device shall be equipped with buckles to adjust the tension of the net;
 - 2) A solid bulkhead or nylon webbing with nylon mesh shall be installed between the passenger compartment and the cargo compartment and be secured to the nylon webbing. The bulkhead or nylon webbing with nylon mesh shall extend from the cabin ceiling to the cabin floor and from the transmission bulkhead to the inner edge of the passenger seat stanchion; and
 - 3) A baggage/restraint system shall be provided to allow use of the space above the internal fuel tank.
- xvii. A white strobe light mounted on top of the helicopter, or otherwise visible from above. If the Aircraft Certification requires the anti-collision light to be activation red, then a white strobe light with an independent activating switch shall be provided. A “half-red and half white” lens is also acceptable for purposes of this contract;
- xviii. The aircraft must be equipped with a forward-facing Recognition Pulse Light System.
 - 1) The system must be independent of the landing lights and shall pulse two lights rated at a minimum of 250 watts each or LED equivalent;
 - 2) Lights must be on each side of the aircraft (bottom of fuselage) and mounted as far from the aircraft’s centerline as practical. The installed lights must not reflect, through the convex mirror, into the pilot’s field of vision and

- 3) Standard farm equipment /automotive light assemblies adapted to the aircraft with a pulse unit are not permitted. FAA Form 337 or other approval must be provided at time of contract inspection;
 - xix. Must have High Visibility paint schemes on main rotor blades;
 - xx. Approved engine air intake filtering devices capable of filtering sand and dust particles or an inlet particle separator;
 - xxi. Locking caps on all fuel ports;
- 1) One 90-gallon auxiliary fuel tank maybe installed on the LEFTHAND side of the aircraft, unless the Contractor has LEFTHAND pilot authority with passengers. The tank must be FAA or Transport Canada approved for use while transporting passengers. This is only a requirement if the helicopter cannot fly 290 nautical miles on the internal factory fuel capacity;

XXIII. AVIONICS REQUIREMENTS

a) GENERAL:

- i. The following systems must be furnished, installed and maintained by the Contractor in accordance with the manufacturer's specifications and the installation and maintenance standards of the FAA.

b) REQUIRED COMMUNICATION/NAVIGATION/OTHER SYSTEMS:

- i. One "406" Automatic Portable Emergency Locator (ELT/AP) or an Automatic Fixed/Portable Emergency Locator (ELT AF/AP) meeting TSO- C126, must be installed in the helicopter cabin in a conspicuously marked location that is easily accessible, and readily removable in the event of an accident. ELT must meet TSO-C126 for all contract years;
- ii. A Uni-directional "406" ELT must be installed with the "arrow" aimed 45 degrees downward from the normal forward "direction-of-flight" of the helicopter. If the primary antenna is a fixed type, a portable antenna must be attached to the ELT unit. ELT must meet TSO-C126 for all contract years;
- iii. In lieu of the ELT requirement above, a 406 Automatic Fixed Emergency Locator Transmitter (ELT AF) meeting TSC-C-126 that requires tools to remove from the aircraft may be acceptable when a handheld portable ELT/EPIRB is furnished. The ELT/EPITB shall be compact and easily carried by the PIC. A handheld ELT/EPIRB such as Emergency Beacon Corporation's Model EBC-102 with telescoping antenna or Emergency Locator Products Corporation's Model ELP-1000 meets this requirement;
- iv. Two VHF/AM airways communication transmitter/receiver systems (VHF-1 and VHF-2), minimum 760 transmit and receive channels, 118.000 to 136.975 MHz, minimum 5 watts transmit carrier power. Weatherproof external broadband antennas of applicable frequency

- shall be used, mounted on the exterior of the helicopter;
- v. ONE VHF/FM transceiver is required.
 - 1) Provisions (rack & wiring harness/plug) for Technisonics 610/9100 ALMR transceiver, provided by the Napaimute, similar to Technisonics 136, is required. Transceiver operational frequency range shall include the band 150-174 MHz, with a minimum of 100 user-programmable channels in selectable 2.5 KHz increments, and with channel spacing of no greater than 25 KHz. The operator shall be able to program any useable channels within that band while in flight. Narrowband (12.5 KHz) channel spacing and adherence to the standards of RTCA document DO-160C is required. A SCAN function shall be provided for all MAIN preset channels. The one VHF/FM transceiver shall be "P-25" digital compliant;
 - 2) Carrier output power must be no less than 10 watts. The transceiver must be capable of displaying receiver and transmitter operating frequency and must provide both receiver and transmitter activation indicators for MAIN and GUARD. Simultaneous monitoring of both MAIN (150 – 174 MHz) and GUARD (168.825 MHz) receivers is required. Scanning of the GUARD frequency is not acceptable. The transceiver's operational controls must be located and arranged so that the pilot and observer/co-pilot, when seated, have full and unrestricted movement of each control without interference from their clothing, the cockpit structure, or the flight controls;
 - 3) Two CTCSS sub-audible tone encoders with a minimum of 32 selectable tones meeting the current EIA RS-220 standard are required, which shall be integral parts of the transceivers, providing a display of the selected tone; and
 - 4) The encoder/transceiver systems shall be capable of encoding a 110.9 Hz tone on all GUARD (168.625 MHz) transmissions.
 - vi. One ATC transponder system, MODE S capable or ADSB out compliant, meeting the requirements of 14 CFR 91.215(a) tested and inspected per 14 CFR 91.413. The transponder must have been last tested during the one year period preceding the start or renewal date of the contract;
 - vii. Pressure altitude reporting system meeting the requirements of 14 CFR 91.215(b). Encoding altimeter or remote encoder connected to the ATC transponder for altitude reporting and installed in accordance with Advisory Circular AC 43-6A. Reference FAR 135.160 Radio Altimeter;
 - viii. Other Avionics:
 - One Automated Flight Following (AFF) system compatible with the government's AFF network (Webtracker). Not all available systems are

compatible with Webtracker, nor do they meet Webtracker's requirements.

It is critical that the Contractor ensure that the AFF system offered is compatible with Webtracker. 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,

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 Webtracker 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 Webtracker. 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 Webtracker. 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. Registration contact information, a web-accessible feedback form, and additional information is available on the government's AFF website at <https://www.aff.gov/>. Prior to the annual contract inspection of the aircraft, the Contractor shall additionally perform an operational check of the system.

c) ONE GLOBAL POSITIONING SYSTEM (GPS):

- i. Hand-held or mountable aviation portables are acceptable, as long as they meet the specifications below;
- ii. The GPS unit must be mounted in or on the aircraft's radio/instrument panel. The unit shall be convenient for use by both the pilot and front seat observer;

- iii. The GPS must utilize an external mounted aircraft antenna; and
- iv. The GPS shall have a Light Emitting Diode (LED), or other displays with high contrast. Some examples of acceptable displays are:
 - 1) Electroluminescence; and
 - 2) Film Super-Twisted LED with backlight display.

d) AUDIO SYSTEMS:

- i. Separate audio control systems (which may be combined in a single unit) shall be provided for the pilot and observer. Each system shall provide pilot and observer with separate controls for selection of multiple receiver audio outputs and transmitter microphone/PTT audio inputs. Each system shall also provide pilot and observer with separate controls for adjustment of both interphone and receiver audio output levels;
- ii. The respective controls of each audio system shall be located conveniently for the pilot and observer. Labeling and marking of controls shall be correctly referenced, legible and permanent;
- iii. Earphones and microphones:
 - 1) The system shall be designed for operation with 600 ohm earphones and carbon-equivalent, noise-cancelling boom type microphones (Gentex Electric Type Model 5060) and/or a standard helicopter headphone jack installation. The pilot position may only be configured for low impedance (dynamic) operation; and
 - 2) U-92A/U (single/female) type earphone/microphone jacks shall be required in the aircraft.
- iv. Radios and systems – As a minimum, the audio control systems shall provide for a selection of the following radios and systems:
 - 1) VHF-AM aeronautical transceiver (VBHF-1 and VHF-2);
 - 2) Airborne VHF-FM transceivers (FM-1 and ALMR 610);
 - 3) Public Address system; and
 - 4) Satellite Phone (Sat phone);
- v. Push-to-talk operations:

Separate PTT switches shall be provided for radio transmitter and interphone microphone operation at the pilot, observer and the two-aft cabin exit positions. The pilot's PTT switches shall be mounted on the cyclic control. The observer switches should be on the cord of the earphone/microphone connector or a floor switch. If a floor switch is used, a labeled toggle switch controlling intercom/transmit shall be mounted convenient to the observer seat position. Aft cabin position PTT switches shall be mounted on the cord

to the earphone/microphone connector. The operations of a push to talk switch at any one position shall not energize the microphone at any other position; and

vi. Transmitter selection and operation:

Separate transmitter selection controls shall be provided for the microphone/PTT inputs of both pilot and observer. The system shall be configured so that pilot and observer may each simultaneously select and utilize a different transmitter. The two-aft cabin exit positions shall utilize the transmitter(s) as selected by the observer or be equipped with separate audio panels. Whenever a transmitter is selected, the companion receiver audio shall automatically be selected for the corresponding earphone. Transmitter sidetone 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.

vii. Receiver audio selection and operation:

- 1) Separate controls shall be provided for pilot, and observer selection of audio from one or any combination of available receivers; and
- 2) The two-aft cabin exit positions shall utilize the transmitter(s) as selected by the observer or be equipped with separate audio panels.

Performance specifications for receiver audio to all earphone connectors are as follows in paragraph (viii), including section 1 and 2.

viii. Interphone system:

An interphone system shall be provided for the pilot, observer and four aft cabin positions. In the aft positions, only the two exit positions need to transmit.

Interphone audio shall mix with, but not mute, selected receiver audio. An interphone audio level control shall be provided for each position above.

Adjustments of the interphone audio level at any position shall not affect the level at any other position. A "Hot Mike" capability, controlled via an activation switch or voice activation (VOX), shall be provided for the pilot, observer and both aft cabin exit positions. The "Hot Mike" switch shall activate only the microphone at that position. Interphone sidetone audio shall be provided for the earphones corresponding with the microphone in use. Performance specifications for the interphone system are as follows:

- 1) None of the headset jacks shall be paralleled but shall be fed from the interphone amplifier with separate impedance matching networks to assure equal output to each headset jack; and
- 2) The Contractor shall install a public-address system with an external PA speaker. The system must be capable of transmitting verbal directions from the observer/co-pilot position, and capable

of generating siren, wail, or whelp tones common to emergency vehicles. Automotive/industrial speakers mounted to the skid tube or similar installations are not acceptable.

e) AVIONICS INSTALLATION AND MAINTENANCE STANDARDS:

- i. All avionics systems used in or on the aircraft and their installation and maintenance must comply with all applicable Federal Aviation Regulations contained within 14 CFR notwithstanding any exclusions for Public Aircraft allowed in 14 CFR;
- ii. The recommendations in AC 43.13-1A, Chapter 11, "Electrical Systems," and Chapter 15, "Radios and Electronic Systems" as well as AC 43.13-2A, Chapter 1, "Structural Data" Chapter 2, "radio Installation" and Chapter 3, "Antenna Installation" must be strictly adhered to;
- iii. All avionic systems requiring an antenna must be installed with a properly matched aircraft certified antenna unless otherwise specified;
- iv. Avionics equipment mounting locations and installation must not interfere with passenger safety, space, and comfort. Avionics equipment shall not be mounted under seats designated for deformation during energy attenuation. In all instances, the designated area for collapse shall be protected; and
- v. The aircraft's static pressure system, altimeter system and automatic pressure altitude reporting system must be maintained in accordance with the IFR requirements of 14 CFR 91.411, and inspected and tested every 24 calendar months as specified by 14 CFR 43, appendices E and F.

XXIV. MAINTENANCE REQUIREMENTS

a) GENERAL:

- i. The aircraft must be operated and maintained in accordance with the manufacturer's specifications and applicable FAR's;
- ii. The Contractor shall provide transportation of required support personnel and supplies to bases of operation. However, NVN transportation may be made available on a space available basis. There is no guarantee as to the availability, frequency, and/or available space on such flights;
- iii. Any unscheduled maintenance events during the performance of this contract that affect the airworthiness of the aircraft or impact the mission requires the notification of NVN by the most expeditious means possible. NVN will authorize Return to Availability upon confirmation that the aircraft has been properly repaired and Return to Service by the appropriate Contractor personnel. NVN may authorize return to Availability after a phone discussion or may require fax copies or other documentation of repair. In some cases, NVN may require a field inspection of the aircraft and/or a test flight

b) INSPECTION:

- i. Aircraft shall be maintained in accordance with the Contractor's 14 CFR 135

Certificate.

All maintenance, including inspection, rebuilding, alteration and installation shall be accomplished by a person authorized to perform maintenance in accordance with 14 CFR 43. The Contractor shall insure that a mechanic who meets the contract qualification requirements inspects the contract helicopter in accordance with the procedures outlined in the operator's FAA proved/accepted maintenance program. This inspection shall be entered in the aircraft maintenance records in accordance with 14 CFR 43.9 and shall include the aircraft time in service;

- ii. The Contractor's maintenance facility shall be capable of providing field maintenance support for each aircraft during extended periods of heavy use. The Contractor may have arrangements with other appropriately rated facilities to perform maintenance for which the Contractor is not qualified; and
- iii. The Contractor must maintain an adequate supply of those repair or replacement parts most frequently used on the contract aircraft, and the materials necessary to efficiently perform the functions required by the contract. The Contractor shall further provide those tools and special equipment recommended by the manufacturer of the contract aircraft for maintenance on that aircraft. Such parts and materials must be located at the designated base from which the helicopter will operate or within 48 hours from the base.

c) PREVENTATIVE MAINTENANCE:

- i. The pilot, under the terms of this contract, may perform preventative maintenance in accordance with 14 CFR Part 43.3(h). All maintenance performed must be recorded in accordance with 14 CFR 43.9; and
- ii. Routine maintenance must be performed before or after the daily use, or as approved by the Native Village of Napaimute.

d) MAINTENANCE TEST FLIGHT:

- i. A functional maintenance test flight shall be performed at the Contractor's expense, following installation, overhaul, major repair, or replacement of any engine, power train, rotor system, or flight control system. This must be accomplished before the aircraft resumes service under the contract. The result of this test flight must be entered into the aircraft records by the pilot; and
- ii. The Contractor must immediately notify NVN of any change to any engine, power train, flight control or major airframe component or of any major repair following an incident or accident and shall describe the circumstances involved.

e) TIME BETWEEN OVERHAUL (TBO) AND LIFE LIMITED PARTS:

- i. All components, including engines, must be replaced upon reaching the factory recommended TBO or FAA approved extension. Life limited parts must be replaced no later than eight hours, four cycles, or one calendar day prior to the specified limitations for service hours, cycles, or calendar time. Unless otherwise authorized by the Contracting Officer, time/life limited components, including engines, transmissions, main rotor head components and rotating controls, shall have 250 hours remaining to retirement or overhaul at the start of the first day of availability for each exclusive use period. This does not include items that can easily be changed overnight (10 hours or less) in the field without resulting in unavailability. In addition, there shall be a minimum of 250 hours remaining until any major inspection of aircraft or engine components which cannot normally be accomplished overnight;
- ii. Aircraft operated with components or accessories on approved TBO extension programs are acceptable provided (1) the Contractor is the holder of the approved extension authorization (not the owner if the aircraft is leased), and (2) the Contractor operates in accordance with the extension authorization;
- iii. The Contractor must supply, at the initial agency inspection, and at any time thereafter a list of all items installed on the aircraft which are required to be overhauled or replaced on a specified time basis. This list must include the components name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, and/or inspected. This list must be generated at least monthly. A copy shall be available to the mechanic at his designated base of operations;

“Field editing” of old lists is only acceptable for a maximum of 30 calendar days, at which time a new printout must be generated;

(a) To avoid aircraft unavailability, it is recommended that the Contractor supply replacement parts or components requested by the mechanic in a timely manner. Contractor must provide information and documentation as to the status of parts orders requested by the mechanics; and

(b) All equipment on the aircraft must be operable unless deferred by an approved/accepted Maintenance Program, a “MEL” or FAR regulation. Any repairs deferred by an “MEL” must be recorded and repaired within the time period specified. In addition, the Contractor must notify NVN whenever repairs are deferred. Reference FAR 135.179 Minimum equipment list usage.

f) AIRWORTHINESS DIRECTIVES (AD’S) & MANUFACTURER’S MANDATORY SERVICE BULLETINS (MMSB’S):

All applicable FAA AD’s and required MMSB’s must be complied with prior to the performance of the contract. A list of FAA AD’s and required MMSB’s on the make and model of the aircraft offered shall be made available. The list will be similar to

that in Advisory Circular AC 43-9B. Signature of persons verifying accuracy of the list is required. All AD's and required MMSB's published during the contract must be complied with.

g) WEIGHT AND BALANCE:

The aircraft's required weight and balance data shall be determined by actual weighing of the aircraft within 60 days preceding the starting date of the contract, and within 24 months of the renewal period, and following any major repairs, major alterations, or change to the equipment list which significantly affects the center of gravity of the aircraft. At that time aircraft must meet all weight and balance specifications of the contract. Subsequent reweighing for FAA or other purposes need not be witnessed by the CO but the new weight and balance figures must continue to meet the contract specifications. The aircraft empty weight will be entered on the Forestry aircraft approval card by the COTR. This will be the only number used for empty weight by the pilot or helicopter manager during load calculations. Additional items routinely carried on the aircraft such as book boxes, fuel handling kits, and survival gear must be added during the load calculations if not included in the initial empty weight;

- i. All weighing of aircraft shall be performed on scales that have been certified as accurate within the preceding 24 calendar months. The certifying agency may be any accredited weights and measures laboratory. The aircraft's weight and balance data shall include the equipment list as configured and weighed and the following minimum information: Aircraft empty weight, Aircraft gross weight (internal and external), useful load (internal and external), moment, center of gravity (forward/aft and lateral), scale certification date, licensed A&P mechanic's signature and FAA number; and
- ii. A list of equipment installed in the aircraft at the time of weighing must be compiled. Each page of the equipment list must identify the make, model, serial number, and registration number of the aircraft. Each page of the equipment list will be dated and contain the signature and certification number of the person certifying that these items listed were in the aircraft at the time of weighing. The weight, balance and equipment list must be revised each time new equipment is installed or old equipment is removed.

h) MANUALS/RECORDS:

- a. The Contractor shall ensure that all maintenance performed on the contract aircraft is recorded in the affected aircraft's maintenance record in accordance with 14 CFR 43 and 91 (Reference 14 CFR 43.9, 43.11 and 91.417);
 - i. A copy of the contract aircraft's current maintenance record, containing as a minimum the information required by 14 CFR 91.417, shall be kept at the designated or alternate base of operations. Information from these records shall be provided to the Native Village of Napaimute upon

request;

- ii. If requested by the Native Village of Napaimute, a copy of the Contractor's Procedures Manuals, as outlined in 14 CFR 135.21, shall be furnished to the CO or the COR. Revisions made during the period of this contract shall be forwarded to the CO or the COR; and
- iii. Before the start date of the contract, all maintenance deficiencies must be corrected or deferred in accordance with the Operator's Accepted/Approved Maintenance Program. Deferred discrepancies will be evaluated, and the aircraft approved for contract use on a case-by-case basis. Those deficiencies occurring during performance under the contract shall be corrected in accordance with the appropriate FAR's or the Approved Maintenance Program.

i) TURBINE ENGINE POWER ASSURANCE CHECKS:

The first day of operation and no more than each 10 hours of operation thereafter, a Power Assurance Check shall be performed. The Power Assurance Check shall be accomplished in accordance with the Helicopter Flight Manual (Pilot's Operating Handbook) or approved Company Performance Monitoring Program. The results shall be recorded and kept in the helicopter or at the designated base. Engines with power output below minimum approved limits shall be removed from contract use until the cause of the low power condition is corrected.

XXV. SERVICING REQUIREMENTS

a) FUEL REQUIREMENTS:

- i. The contractor shall use the grade available. Jet fuel will be available at each location in one of the following grades:
 - 3) Jet A;
 - 4) Jet A-50;
 - 5) Jet B;
 - 6) JP-4;
 - 7) JP-5; or
 - 8) JP-8.

b) HOT FUELING:

- i. Helicopters shall not be re-fueled while engines are running, or rotor blades are turning.

XXVI. ADMINISTRATIVE REQUIREMENTS

(a) PRE-AWARD INSPECTION:

- i. Any aircraft offered will be subject to inspection and approval by Contracting Officer's Technical Representative prior to award of this

contract. The aircraft must be available for inspection within 10 days of bid opening;

(b) OTHER INSPECTIONS:

- i. At any time during operation under this contract, NVN may make, or cause to be made, such tests and inspections deemed necessary to determine equipment and pilot(s) currently meet specifications;
- ii. When inspection or re-inspection reveals that the equipment and/or pilot do not meet specifications, the Contractor will be deemed unavailable from the beginning of the performance failure to correction of such failure, with penalties as described below; and
- iii. Inspection by the Native Village of Napaimute after a performance failure has occurred will be made as promptly as possible after the Contractor has given notice that the failure has been corrected. Provided the inspection reveals that the failure has been corrected, the Contractor will be deemed in available status from the time the Contractor gave notice to the Native Village of Napaimute of the correction of the failure and supplied any documentation as requested by the inspector.

(c) CERTIFICATION, REGISTRATION, AND AIRCRAFT AUTHORIZATION:

- i. At the time of any inspection, the aircraft must be: (1) properly certified and registered by the FAA or Transport Canada; and (2) comply with all specifications set forth in this contract;
- ii. If the aircraft meets all requirements of the contract and after inspection, the Contracting Officer's Technical Representative will issue an Aircraft Data Card authorizing use of the aircraft. The Aircraft Data Card must be with the aircraft during the exclusive use period.

(d) UNSATISFACTORY PILOT OR MECHANIC PERFORMANCE:

- i. The Native Village of Napaimute reserves the right to replace the pilot or mechanic as per the terms and conditions of this contract. The Native Village of Napaimute may determine, at any time during the term of the contract, whether or not the operation, performance, physical fitness, adaptability to field living, and/or skill of the pilot and/or mechanic is unsatisfactory. If such a determination is made, the helicopter may be grounded at the option of the Contracting Officer, Contracting Officer's Technical Representative, Contracting Officer's Representative, the aircrafts' Helicopter Manager or the Native Village of Napaimute DOF Aviation Supervisor;
- ii. If NVN requests a replacement, the Contractor will be notified in writing, stating why the Contractor's personnel is unsatisfactory. The Contractor must take immediate steps to replace the pilot or mechanic;
- iii. Brief illness or injury (such as common cold, flu or small burns or cuts)

shall not be considered cause for dismissal, unless it impairs the accomplishment of the project;

- iv. However, if the helicopter is grounded because the pilot or mechanic is determined to be unsatisfactory, the penalties outlined in the section entitled definition of flying time and computation of guaranteed minimum flying time will be assessed; and
- v. Failure of the pilot to respond in a timely manner to alerts will warrant his dismissal from the contract and replacement with another qualified pilot by the Contractor within 24 hours.

(e) ACCIDENT/INCIDENT:

The Contractor must provide to Native Village of Napaimute, within 72 hours, and maintain for the duration of the contract, a record of all incidents and/or accidents arising in the course of work under this contract. The Contractor must agree to cooperate fully in any investigation and provide any needed records of an accident/incident during this contract.

Diligent use of applicable Federal, and State regulations is expected of the Contractor in order to protect life and health and to prevent any damages during the performance of this contract.

(f) 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 this invitation to bid or the resultant contract(s). Changes to the Invitation to Bid and/or the resultant contract(s) will be in written form, issued by Audrey Leary.

(g) PAYMENT:

The Native Village of Napaimute guarantees the following days established in the proposed lease contract for use (availability)

- i. Payment will be made only for flight time as authorized by the Native Village of Napaimute and in accordance with the terms and conditions of the contract. Payment will not be made for initial reporting and removal of aircraft nor the transport of the Contractor's crew and support personnel to and from the designated base;
- ii. As used in this contract, "flight time" or "flying time" shall mean the time from take-off to landing. Flight time shall be as measured by the local dispatch logs indicating "time off" and "time on." This can be with manual or automated dispatch. Flight times must be recorded daily on Native Village of Napaimute provided Form #10-3133 and upon request, shall be made available immediately for audit by Native Village of Napaimute personnel; and
- iii. Payment shall not be made for flights for the benefit of the Contractor such

as maintenance test flights, ferrying to and from maintenance facilities, required flight following an engine or transmission change, or transportation of the Contractor's support personnel except on space available basis. Any flights required to fulfill pilot proficiency requirements, such as aerial firing qualification, will be at the Contractor's expense.

XXVII. ITB Response Requirements:

Your submission **MUST** include:

- Cover Letter to include:
 - Company or corporation name, street and mailing addresses, the responsible officer(s) of the firm. Indicate the type of company (i.e. Sole Proprietor, Corporation, Limited Liability Corporation, Partnership etc.).
 - Name of owner(s).
 - Identify contact person and provide telephone, fax, email address.
 - Signature of company officer(s) authorized to obligate the firm.
- Non-collusion Affidavit.
- Complete response to all the items listed in Table 1.
- Acknowledgement of Addenda (even if none, submit form).
- Proposed Lease, form attached.

Napaimute does not desire voluminous submissions; therefore, please limit your proposal to only essential information. By submitting a proposal, your firm agrees to the terms and conditions stated herein unless explicitly stated otherwise in your response to this ITB.

B. EVALUATION CRITERIA

On the time/date established for receipt of proposals, an evaluation committee will be convened to evaluate and score proposals received. The following criteria shall be used by the committee and are weighted as shown. Proposals will be evaluated and independently scored based upon the following factors:

#	Evaluation Criteria	Weight%
1.	Rotorcraft and its components overall condition	15
2.	Retrofits, repairs, upgrades	15
3.	Home Port (as it relates to transportation cost)	5
4.	Rotorcraft meets or exceeds all operational requirements	10
5.	Proposed Price	55

Award of contract will be made to the Proposer or Proposers whose proposal is deemed to be most advantageous to the Napaimute, considering all of the evaluation factors. This decision shall be the sole judgment of Napaimute.

Required Form
Proposal Price Form
ITB# 2024-01

SUB -TOTAL: \$

S TAX: \$

TOTAL PROPOSAL COST AMOUNT \$

Required to Collect Sales Tax: _____ Yes _____ No

Company registered as DBE, WBE or MBE? _____ If yes, please provide certificate.

Company Name

Authorized Signature

Address

Contact Person's Name

()
Phone No.

Email Address (please print clearly)

Required Form

**A. NON-COLLUSION AFFIDAVIT
(This Affidavit is Part of the Proposal)**

STATE OF _____

COUNTY OF _____

_____ **being first duly sworn, deposes and says that he/she is**

_____ **(Sole owner, a partner, president, secretary, etc.)**

of _____

That the party making the foregoing Proposal and that such Proposal is genuine and not collusive or sham; that said Proposer has not colluded, conspired, connived, or agreed directly or indirectly, with any Proposer or person to put in a sham Proposal, or that such other person shall refrain from offering and has not in any manner, directly or indirectly sought by agreement or collusion, or communication of conference, with any person, to fix the proposal price of affiant or any other Proposer, or to fix any overhead, profit or cost element of said proposal price, or that of any other Proposer to secure any advantage against OWNER any person interested in the proposed Contract; and that all statements in said Proposal are true.

(Proposer)

Sworn to and subscribed before me this _____ day of _____, 20_____.

_____ State _____ County _____

Notary Public in and for

My commission expires _____, 20_____.

Required Form

C. ACKNOWLEDGEMENT OF ADDENDA

Proposer hereby acknowledges receipt of all Addenda through and including:

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Company

Authorized Signature

Print Name _____