HELICOPTER CHARTER SERVICES

NON-MANDATORY FOR STATE AGENCIES

AVAILABLE FOR POLITICAL SUBDIVISIONS

The Division of General Services has established these contracts to provide helicopter charter services for the transportation of state employees and state approved personnel, with or without equipment and supplies, to all areas within the state of Alaska. The contracts shall be on an as-needed basis for all Executive Branch Agencies. All other State of Alaska governmental entities may purchase from these contracts, including entities such as the Alaska Legislative Branch, the Alaska Court System, the University of Alaska, Boards and Commissions, and all State of Alaska political subdivisions; cities, boroughs and school districts and Federal Agencies.

Contract No: #170007384   (A – P)
Term of Contract: May 1, 2017 through April 30, 2020
Renewals Remaining: Two Optional, one-year renewals, through 2020
Expiration Date: April 30, 2020

CONTRACTOR SELECTION PROCESS: An ordering agency will first consider the type of helicopter needed to complete the charter. This determination shall be based on, but not limited to, helicopter size and performance, pilot and/or mechanic requirements, transportation of hazardous materials, and available optional equipment.

The ordering agency shall then perform a value analysis to determine which contractor will be contacted first based on the lowest priced helicopter. This value analysis will be based on all factors that may affect the total charter cost, including but not limited to, helicopter performance factors, helicopter location, fuel costs, flight-time rate, additional standby-time rate, daily availability rate, and additional personnel rates.

The contractor with the lowest priced helicopter that meets the state’s requirements will be contacted first. If for any reason the first contractor is not available or cannot perform the required service, the state will contact the contractor with the next lowest priced helicopter that meets the state’s requirements. This process will continue until a contractor who can perform the service is identified.

Ordering agencies should thoroughly consider all factors prior to selecting an aircraft, and if there is a potential cost savings based on contractor’s rates or other factors, select aircraft from alternate locations.

Agencies can use www.travelmath.com to determine estimated distance and flight time between two locations by entering the contractor’s listed average cruising speed (knots) listed for that particular aircraft.

Value Analysis Spreadsheet: This spreadsheet provides a breakdown of all vendor locations, aircraft make and model, services, designated base, services, and a complete cost schedule. Please contact the Contracting Officer, Shavonne Jordan, at the email address listed below. Additional information and instructions will be provided.

NOTE TO PURCHASING AGENCIES: Upon payment for services, ordering agencies are instructed to submit a copy of the final invoice, or credit card payment receipt directly to the DGS Contract Administrator listed in this document or on the Contract Award Manual at the DGS website. The invoice and payment information submitted by both the contractor and purchasing agency will be used as confirmation of services, usage and spend, as well as for contract auditing purposes.

This document contains most the terms and conditions that apply to the Air Cargo Charter contracts. If you require additional information, or wish to see the ITB solicitation in its entirety, please contact the Contracting Officer listed below:

Shavonne Jordan -Contracting Officer
State of Alaska
(907) 465-5682
shavonne.jordan@alaska.gov
Helicopter Charter Services #170007384
Contractor Information

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MARITIME HELICOPTERS
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NORTHSTAR HELICOPTERS
CA 170007384 I
1910 Renshaw Way
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Email: melissa@pathfinderaviation.com
Website: www.pathfinderaviation.com/
Helicopter Charter Services – Contract Terms and Conditions

**CONTRACT INTENT:** This contract is intended to result in multiple, non-mandatory term contracts to provide one-time exclusive use helicopter charter services for the transportation of state employees and state approved personnel, with or without equipment and supplies, to all areas within the State of Alaska. The contracts established shall be on an as-needed basis for all Executive Branch Agencies. All other State of Alaska governmental entities may purchase from the contracts resulting from this ITB, including entities such as the Alaska Legislative Branch, the Alaska Court System, the University of Alaska, Boards and Commissions, and all State of Alaska political subdivisions; cities, boroughs, and school districts, and Federal Agencies.

**CONTRACT PERIOD:** The initial term for the resulting contract will be from the award date, approximately May 1, 2017 through April 30, 2018, with two one-year renewal options through April 30, 2020. Renewal options may be exercised at the sole discretion of the State of Alaska.

This ITB is not intended for helicopters classified as Public Use Aircraft; defined per Title 49 United States Code, Section 40102(a)(41).
CONTRACTOR SELECTION PROCESS: Once the contracts are established, the Contracting Officer will group the helicopters in each Lot into Designated Base locations and rank them according to lowest per hour flight-time cost per make/model of helicopter.

When an ordering agency requires the use of a helicopter for a charter, they will consider the type of helicopter needed to complete the mission requirements of the charter. This determination shall be based on, but not limited to, helicopter size and performance, pilot and/or mechanic requirements, transportation of hazardous materials, and available optional equipment.

Following this determination, the ordering agency shall then perform a value analysis to determine which contractor will be contacted first based on the lowest priced helicopter. This value analysis will be based on all factors that may affect the total charter costs, flight-time rate, additional standby-time rate, daily availability rate, and additional personnel rates.

The contractor with the lowest priced helicopter that meets the state’s requirements will be contacted first. If for any reason the first contractor is not available or cannot perform the required service, the state will contact the contractor with the next lowest priced helicopter that meets the state’s requirements. This process will continue until a contractor who can perform the service is identified.

State agencies and other governmental entities using this contract should report each instance that a contractor is not available or cannot perform the required services to the Contracting Officer for documentation. The failure of a contractor to provide service under the terms and conditions of this contract three times within a 30-day period may result in contract default action.

SUBCONTRACTORS: The use of subcontractors in performance of services under this contract shall not be allowed.

DESTINATION POINTS: The destination points for this contract will be remote and non-remote locations throughout Alaska.

DESIGNATED BASE: Bidders shall indicate on the Bid Schedule the Designated Base for each aircraft offered. This information shall be used to group the helicopters into appropriate locations after award of the contract(s).

For this contract, designated base is defined as: the helicopters’ normal home base of operations.

FLIGHT-TIME: Payment for flight-time as measured on the helicopter’s flight-meter shall be paid at the hourly rate listed by the contractor on the Bid Schedule for that aircraft, for the total amount of flight-time accumulated during the charter and rounded to the nearest 1/10th hour.

For example: if the contractor’s flight-time rate for that aircraft is $600.00 per hour, and the total amount of flight-time as measured by the flight-meter equals one hour and six minutes, the state shall pay for 1 hour and 6 minutes of flight-time, or $660.00 ($600.00 plus 1/10th of the flight-time rate).

For each helicopter offered in the Bid Schedule, the bidder is allowed to list a flight-time hourly rate for charters totaling less than 24 hours and a flight-time hourly rate for charters totaling 24 hours or greater.

For charters totaling less than 24 hours, the bidder may also list a minimum flight-time for each helicopter offered. The minimum flight-time must not be greater than two hours. A contractor may bill the ordering agency for the flight-time hourly rate multiplied by the minimum flight-time only if the total flight-time accumulated during the charter is less than the minimum flight-time identified for that helicopter.

Failure to identify a minimum flight-time for a helicopter offered shall be considered as no minimum flight-time. Minimum flight-time is not allowed for charters totaling 24 hours or greater.

For this contract, flight-time is defined as: the total amount of time, as measured on the flight-meter and expressed in hours and tenths of hours, from the moment the helicopter moves under its own power for the purpose of taking off until the moment it comes to rest at the end of flight. It does not include standby-time to load and unload equipment.

The flight-time rate(s) listed by the contractor on the Bid Schedule shall be calculated at a Dry Rate.
For this contract, **dry rate** is defined as: *the hourly rate for all costs associated with a helicopter charter, including but not limited to, contractor employee costs, including labor, profits, applicable taxes, airport usage fees, over-flight permits, de-icing, hangarage, insurance, oil, maintenance, landing fees, parking and ground handling, depreciation, salaries, overhead, and permanent shop facilities.*

*The dry rate does not include the cost for fuel used during the performance of services under this contract.*

**STANDBY-TIME:** During a charter of less than 24 hours, the state shall be allowed two hours of standby-time to load and unload the helicopter at no additional cost. Standby-time commences upon the arrival of all state personnel and state cargo to the loading area and ceases upon the complete removal of all state personnel and state cargo from the helicopter. It shall not be accumulated for stops involving breaks for the pilot or crew, unavailability of the helicopter, flight-time, fuel stops, or events not under the control of the state or the contractor, such as weather, which prevent the commencement or continuation of the flight.

**ADDITIONAL STANDBY-TIME:** During a charter of less than 24 hours, any standby-time accumulated for loading and unloading, in excess of two hours total combined, shall be paid at the additional standby-time hourly rate listed by the contractor on the Bid Schedule for that helicopter.

**DAILY AVAILABILITY RATE:** For each helicopter offered in the Bid Schedule, the contractor shall list the Daily Availability Rate for that helicopter to perform a charter equal to or greater than 24 hours in length. The state shall pay the Daily Availability Rate for all charters 24 hours or more.

Payment for the Daily Availability Rate shall not commence until the helicopter and flight crew arrive at the site required by the state and the helicopter is available for standby. If the site required by the state is not the Designated base of the helicopter, the state shall pay for hourly flight-time and fuel, in accordance with this contract, for transportation of the helicopter from the Designated Base to the site required by the state.

On the first day, if a helicopter arrives at the site required by the state and is available for standby before 12:00pm, the contractor shall be paid the full Daily Availability Rate. If the helicopter arrives at the site required by the state and is available for standby after 12:00pm, the contractor shall be paid one-half the Daily Availability Rate.

On the last day of the charter, the contractor shall be paid one-half the Daily Availability Rate for a helicopter released from assignment before 12:00pm, and shall be paid the full Daily Availability Rate for a helicopter released after 12:00pm.

Periods of unavailability of a helicopter or its equipment not caused by the state shall accumulate for the day and be rounded to the nearest full hour. Payment shall be reduced by 1/24th of the Daily Availability Rate for each hour of unavailability accumulated.

The Daily Availability Rate listed by the contractor in the Bid Schedule shall include all fixed and variable costs experienced by the contractor, including but not limited to: all contractor employee costs, including labor, profits, applicable taxes, airport usage fees, over-flight permits, de-icing, hangarage, insurance, oil, maintenance, landing fees, parking and ground handling, depreciation, salaries, overhead, and permanent shop facilities, incurred in providing continuous service.

The Daily Availability Rate excludes costs directly attributed to actual flight-time and fuel used during the performance of services under this contract.

**ADDITIONAL PERSONNEL:** The state may request an additional pilot to replace the pilot-in-command (PIC) during a mandatory relief period, or for a second PIC to provide 24-hour staffing for the helicopter, or for an additional mechanic. For each helicopter offered on the Bid Schedule, the contractor shall list the Additional Personnel-Pilot rate and the Additional Personnel-Mechanic rate for that helicopter.

Payment for additional personnel shall not commence until the personnel arrive at the site required by the state and have the helicopter available for standby.

On the first day of the charter, if the personnel arrive at the site required by the state and have the helicopter available for standby before 12:00pm, the contractor shall be paid the full Additional Personnel rate(s). If the personnel arrive at the site required by the state and have the helicopter available for standby after 12:00pm, the contractor shall be paid one-half the Additional Personnel rate(s).
On the last day of the charter, the contractor shall be paid one-half the Additional Personnel rate(s) for personnel released with the helicopter from assignment before 12:00pm, and the full applicable Additional Personnel rate for personnel released with the helicopter from assignment after 12:00pm.

In the event that the additional pilot or crew is required by the state to stay overnight at a location, the state shall reimburse the contractor for the cost of meals, lodging, and transportation in support of an additional crew, in accordance with the State of Alaska, Division of Finance travel policies and procedures (AAM 60).

**MULTIPLE DAY CHARTERS:** When booking multiple day charters, the contractor shall make the same pilot available for each day of the charter if requested by the state agency at the time the charter is scheduled.

**OVERNIGHT:** In the event that the pilot or crew is required by the state to stay overnight at a location, the state shall reimburse the contractor for the cost of meals, lodging, and transportation in accordance with the State of Alaska, Division of Finance travel policies and procedures (AAM 60). The state is not responsible for any overnight expenses incurred because of mechanical failure or reasons caused by the contractor.

**FUEL CHARGES:** The state shall be responsible for the cost of aviation fuel used during the performance of services under this contract. All charges for fuel must be considered a pass through to the state and shall be billed at the actual fuel rate paid by the contractor at the time the aircraft is fueled immediately following the charter, and during the charter if applicable. No additional charges for profit or overhead shall be allowed. Charges for fuel must accompany any invoice and must be supported by the fuel invoice(s). Contractor will be responsible for the coordination and supply of additional fuel to remote sites if needed or requested by the purchasing agency during the scheduled charter.

**CANCELLATION:** For conditions not related to weather, the state reserves the right to cancel a scheduled charter 24 hours or more prior to the scheduled departure time at no cost to the state. At the discretion of the contractor, a cancellation fee may be billed to the ordering agency if the state cancels the scheduled charter less than 24 hours prior to the scheduled departure time. Bidders shall list their cancellation fee in the Bid Schedule.

The contractor may cancel a scheduled charter for weather conditions, mechanical failure or for other conditions at the discretion of the pilot. In the event a scheduled flight must be cancelled, the contractor must notify the ordering agency immediately and be prepared to fulfill the terms of this contract as soon as conditions permit, at no additional cost to the state.

If the contractor cannot fulfill the terms of this contract as soon as conditions permit and within the time required by the state, the state reserves the right to contact another contractor for service.

**ADDITIONAL CHARGES:** Except for the costs identified by the contractor on the Bid Schedule and the costs identified within this contract document, the state shall not be responsible for any other charges.

**CALCULATION OF PAYMENT:** A charter commences upon the arrival of all state personnel and state cargo to the Designated Base or the site required by the state and ceases upon complete drop-off of all state personnel or state cargo, whichever occurs last, at the Designated Base or the site required by the state.

For charters totaling less than 24 hours, the state shall be liable for payment of the flight-time hourly rate, additional standby-time hourly rate, additional personnel daily rate(s), and fuel charges. For charters totaling 24 hours or greater, the state shall be liable for payment of the flight-time hourly rate, daily availability rate, additional personnel daily rate(s), and fuel charges. If the site required by the state for commencement of the charter is not the helicopter’s Designated Base, the state shall pay that helicopter’s hourly flight-time rate and fuel charges for transportation of the helicopter from the Designated Base to the site required by the state.

If the site required by the state for drop-off is not the helicopter’s Designated Base, the state shall pay that helicopter’s hourly flight-time rate and fuel charges for transportation of the helicopter from the drop-off site back to the Designated Base.
- If the contractor requires the helicopter to travel to a location other than the Designated Base after drop-off is complete, for services not related to this contract, the charter terminates at the time of drop-off.

If the lowest priced helicopter that meets the state’s mission requirements for a particular charter will not be located at the Designated Base when the state requires the charter to commence, the state reserves the right to accept the alternate location of the helicopter or select the next available helicopter or contractor.

- If the alternate location requires the helicopter to travel a longer distance to the site required by the state than the distance would be from the Designated Base, the contractor must provide the state with an estimate for flight-time hours and the amount of fuel, based on the time taken under normal weather conditions for that helicopter to travel from the Designated Base to the site required by the state.
- If the state accepts the alternate location of the helicopter, the state shall be liable for the payment of hourly flight-time and fuel charges for transportation of the helicopter from the alternate location to the Designated Base or the site required by the state.

**SERVICE AVAILABILITY:** The contractor must be able to provide service at the time(s) requested by the state and subsequently scheduled by the contractor, weather permitting. Any changes to those times must be agreed to by the state. The state shall not expect the contractor to make departures that the pilot determines do not allow for safe operating procedures. In these instances, service must be provided at the next available opportunity, weather permitting.

**UNAVAILABILITY:** If a helicopter is rendered inactive for reasons including, but not limited to, delivery delays, maintenance, or an FAA airworthy directive, the contractor may furnish a substitute helicopter for the period of inactivity as long as it meets all requirements of the contract and is offered at the same hourly/daily rates as the original helicopter. If a helicopter becomes inactive during a charter, the contractor must furnish a substitute helicopter in accordance with the above Substitution section of this contract. Transportation of the inactive helicopter, regardless of the location in Alaska, shall be the responsibility of the contractor.

Transportation of an unavailable aircraft, regardless of the location in Alaska, shall be the responsibility of the contractor at no cost to the state.

**PERMANENT HELICOPTER REPLACEMENT:** In the event that a helicopter is rendered unavailable or inactive for any length of time, the contractor may furnish a permanent substitute helicopter for the remainder of the contract as long as the replacement helicopter meets all the requirements of the contract, meets or exceeds the minimum specifications of the replaced helicopter, and is offered at the same hourly/daily rates as the original helicopter. The contractor must submit documentation that the replacement helicopter meets the minimum specifications of the replaced helicopter. A request to permanently replace a helicopter for the remainder of the contract must be approved by the contracting officer prior to the use of the replacement helicopter for services performed under this contract.

**EQUIPMENT DAMAGE:** The contractor shall be responsible for any state equipment damaged during loading, unloading, or flight, due to the fault of the contractor, and shall be responsible for reimbursement of the loss. When damaged equipment is discovered, the state shall provide the contractor written notice within 10 days of the end of the charter.

**LOADING AND UNLOADING:** The contractor shall be responsible for loading and unloading all state cargo, as close to the pick-up point as the location permits, and must provide all necessary equipment for loading and unloading. The state is responsible for delivering the cargo as close to the loading area as permitted.

**OPTIONAL EQUIPMENT:** For each make and model of helicopter offered, the bidder must indicate in the Bid Schedule the availability of the equipment listed below. If available for the helicopter that is selected by the state for a charter, the state may request the following optional equipment at no additional cost:

- External cargo rack(s) with tie-down net, straps, or bungee cords. Cargo racks shall be at least four inches deep with all metal perforated construction, and shall meet construction methods and procedures in FAA Advisory Circulars 43.13-1A and 43.13-2A;
- Barrel slings or lifters for external transport of two 55-gallon drums;
- Self-cocking, automatic-locking cargo hook with both electrical and manual release systems rated at the maximum external lifting capacity of the helicopter. The helicopter shall be equipped with a convex mirror for observation of the sling load by the pilot;
- Floats;
- Pop-out emergency flotation landing gear;
• Cargo net, rated for the lifting capacity of the cargo hook and sling gear to include lead lines and swivels;
• An approved range extender;
• Four 5-gallon fuel cans with funnel and pour spout;
• Height-extended landing-skid gear;
• Detachable tundra boards or snow pads;
• Snow kit or necessary equipment according to factory specifications to allow flight during falling snow; and
• Self-inflating life raft approved by the U.S. Coast Guard for use in extreme conditions.

Throughout the life of the contract, all equipment must be in good repair, capable of performing the work for which it was designed in accordance with current FAA guidelines, and used in accordance with current FAA regulations. The contractor shall be prepared to show documentation of these requirements upon request by the state.

HAZARDOUS MATERIALS: The transportation of hazardous materials is not a requirement of a contract resulting from this ITB, however, the state may require the transportation of hazardous materials. If a successful bidder is willing to transport hazardous materials, the state shall be entitled to use those services at its discretion.

Bidders must indicate on the Bid Schedule whether or not they are willing to transport hazardous materials.

For this contract, a hazardous material is defined as: a substance or material which has been determined by the U.S. Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce. Known hazardous materials are listed in the Hazardous Materials Table, 49 CFR 172.101.

MAINTENANCE REQUIREMENTS: All helicopters performing services under this contract shall be fully maintained by the contractor in accordance with current FAA regulations and the manufacturer’s recommendations.

At no cost to the state, the contractor shall perform and furnish all inspections, overhauls, repairs, routine servicing, lubricants, and licenses, as well as an adequate supply of repair or replacement parts that are most frequently used on the helicopter(s). The contractor shall also provide all tools and special equipment recommended by the manufacturer of a helicopter for maintenance of that helicopter. Such parts and material shall be located at the helicopter’s Designated Base, or a base of operation sufficiently close to permit completion of maintenance within 2 hours. Transportation of a helicopter, required support personnel, and supplies to either location for maintenance shall be at no cost to the state.

A contractor that is also the owner or operator of a FAA certified repair station may use that repair station to maintain, at no cost to the state, helicopters performing services under this contract, provided that the repair station meets the above requirements and is rated for the helicopter(s) being maintained.

Helicopters maintained in accordance with 14 CFR 91.169(a) shall not be operated unless the 100-hour requirements of 14 CFR 91.169(b) are complied with at each 100-hour interval. All time-change helicopter components shall be replaced upon reaching the factory recommended time or FAA-approved extension, if applicable. The ordering agency shall be advised of scheduled maintenance at least five work days prior to a charter.

All applicable manufacturer’s Mandatory Bulletins and FAA Airworthiness Directives must be complied with prior to performance of a charter. Bulletins or Airworthiness Directives published during the charter shall be complied with in accordance with the individual Bulletin or Directive.

Prior to a charter, all maintenance deficiencies must be corrected in accordance with the operator’s Approved Maintenance Manual. All deficiencies that occur during the charter must be corrected in accordance with appropriate FAA Regulations or the Approved Maintenance Manual.

The contractor shall ensure that all maintenance performed on helicopters performing services under this contract is recorded in the affected helicopter’s maintenance record in accordance with 14 CFR 43 and 14 CFR 91.

A copy of the charter helicopter’s current maintenance record, containing the information required by 14 CFR 91.73 shall be kept at the Designated Base. Upon request by the state, the record must be made available to the
state for inspection. The contractor’s failure to deliver the documentation within the time specified by the state may cause the state to cancel the contract.

A functional maintenance test flight must be performed at the contractor’s expense following overhaul, repair and replacement of any engine, power train, or control equipment and following any adjustment of flight-control systems before the helicopter resumes service under a charter. The result of this test flight shall be logged in the helicopter’s records.

The helicopter’s required weight and balance data shall be determined by actual weighing of the helicopter within two years preceding the charter, or renewal data, as applicable, and following any major repair or major alteration.

MECHANICAL CONDITION: All helicopters performing services under this contract shall be maintained in an airworthy condition in accordance with the helicopter’s Standard Airworthiness Certificate, current FAA Regulations, and manufacturer’s specifications. Failure to do so may result in cancellation of the contract at no fault to the state.

ACCIDENT REPORT: Any aircraft accident or incident that occurs during the performance of services under this contract must be reported by the contractor to the contracting officer within 15 calendar days of the accident or incident. Failure to report the accident or incident may cause the state to cancel the contract, at no fault of the state.

For this contract, an aircraft accident is defined as: death or serious injury to any person as a result of being on, near, or in contact with the aircraft, substantial damage to the aircraft as defined by the National Transportation Safety Board (NTSB), flight control system malfunction or failure, engine failure or damage, aircraft collision, and aircraft disappearance.

For this contract, an aircraft incident is defined as: an occurrence other than an aircraft accident, associated with the operation of an aircraft, which affects or could affect the safety of operations.

GENERAL REQUIREMENTS: All services performed under this contract shall adhere to Title 14 of the Code of Federal Regulations (14 CFR) and all applicable Federal Aviation Regulations (FAR) Parts and Sub-Parts under 14 CFR, including those portions applicable to civil aircraft and State of Alaska Law. Services must include, but not be limited to, transportation of state employees and approved personnel, with or without equipment and supplies.

Helicopters under charter shall be subject to the exclusive use and control of the state during the entire period of the charter. The security of any helicopter shall be the responsibility of the contractor.

The contractor shall ensure that all employees engaged in the performance of services under this contract are thoroughly familiar with the contract requirements.

Upon request by the state, the contractor must make available for inspection any helicopters, equipment, or personnel, including their certifications, for matters of safety and contract compliance. Inspection(s) must be made available within the time specified by the state.

The state reserves the right to release a contractor during a charter and procure an alternate contractor at any time if the first contractor does not adhere to all requirements and specifications of this contract. The state shall only be liable to the first contractor for payment of services provided before the time of release.

Failure of a contractor to adhere to all requirements and specifications of this contract may cause the state to cancel the contract, at no fault to the state.

HELIÇOPTER REQUIREMENTS: All helicopters performing services under this contract must be operated and maintained by the contractor (41 CFR 102.33). Helicopters must be equipped with the following equipment and accessories in accordance with current FAA regulations and specifications:

- Magnetic compass;
- Free-air temperature gauge;
- Approved helicopter lighting for night operation in accordance with 14 CFR, Part 91, including instrument lights;
- One set of individual lap belts for each occupant;
- Double-strap shoulder harness with inertia or locking reels for each front-seat occupant;
Shoulder straps and lap belts shall fasten with one single-point, quick-release mechanism;
One flight-time meter (Datcon P/N 102149 or equal) recording flight time only in hours and tenths of hours and activated by an oil pressure switch wired in series with collective switch or equivalent system. The meter shall be installed in a location readable from the front observer’s seat;
Personnel-access step on helicopters equipped with extended gear. A section of external cargo rack may be used as a step by providing a clear space covered with non-skid material;
One approved personal flotation device for each occupant per 14 CFR 91.33. The pilot is responsible for ensuring all occupants wear an FAA or U.S. Coast Guard Type III approved personal flotation device when the helicopter is operated over water beyond power-off glide to shore distance;
Flight instruments for low visibility flight conditions, including Directional Gyro, Gyroscopic Bank and Pitch Indicator, Rate of Turn Indicator and Vertical Speed Indicator; (not required for Lot 1)
Cabin heater and window defroster;
Fresh air vents provided at each side of the passenger area. Window air vents are acceptable;
Fire extinguisher, as required by 14 CFR 135.155, containing a minimum of 1-1/2 pounds of extinguisher agent, rated for B and C fires;
Current sectional aeronautical charts covering the applicable area of operation and a current Alaska Supplement book;
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 aviation red, then a white strobe light with an independent activating switch shall be provided;
First-Aid Kit in accordance with the First-Aid Kit Requirements section of this ITB; and
Survival Kit in accordance with the Survival Kit section of this ITB.

Note: A main-rotor brake and Engine Automatic Relight are also preferred, but not a requirement of a contract resulting from this ITB. At the discretion of the state Project Manager, Engine Automatic Relight may be determined critical for a specific charter. For every helicopter offered, bidders must indicate in the Bid Schedule whether or not the helicopter has Engine Automatic Relight.

FLIGHT OPERATION: The contractor must operate all helicopters performing services under this contract in accordance with their approved FAA Operating Specifications and all portions of 14 CFR Parts 91, 133, 135, and 137 as appropriate. Helicopters shall not be considered public-use helicopters and must abide by the stipulations of the FAA approved certificate.

The pilot shall be responsible for the safe operation of the helicopter in accordance with the requirements of this contract, all applicable portions of 14 CFR, and the safety of the helicopter’s occupants and cargo.

The pilot shall not permit any passenger to ride in a helicopter or any cargo to be loaded therein unless specifically authorized by the state agency chartering the helicopter. The pilot shall also be responsible for ensuring that all cargo and equipment brought on board the helicopter is loaded and secured in a manner that does not at any time jeopardize the safe operation of the helicopter.

FIRST-AID KIT REQUIREMENTS: All helicopters performing services under this contract must carry a first-aid kit meeting the following requirements and specifications. Inside must be dust proof and moisture proof, and must be readily accessible in a location made known to all passengers by the pilot. Contents shall meet the following minimum requirements:
Note: Splints are recommended if space permits.

<table>
<thead>
<tr>
<th>Item</th>
<th>0-9 Passenger Seats</th>
<th>10-50 Passenger Seats</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adhesive bandage strips (3” long)</td>
<td>8</td>
<td>16</td>
</tr>
<tr>
<td>Antiseptic or alcohol wipes (packets)</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>Bandage compresses (4&quot;)</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>Triangular bandage – 40” (sling)</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>Roller bandage, 4” x 5 yds (gauze)</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Adhesive tape, 1” x 5 yds (std. roll)</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Bandage scissors</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Body Fluids Barrier kit*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>*(to include 2-pairs latex gloves, 1 pace shield, 1 mouth-to-mouth barrier, 1 protective gown, 2 antiseptic towelettes, 1 biohazard disposable bag)</td>
<td></td>
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</tr>
</tbody>
</table>

AVIONICS REQUIREMENTS: All avionics systems used on helicopters performing services under this contract, as well as their installation and maintenance, shall comply with all current FAA regulations, specifications, and applicable FAA Advisory Circulars throughout the life of the contract. The following avionics systems must be furnished, installed, and maintained by the contractor in each helicopter:

- **Emergency Locator Transmitter (ELT).** The ELT shall be an automatic portable type that meets TSO-C91, or TSO-C126a, attached to the helicopter in the cabin, in a conspicuously marked location, easily accessible and removable in the event of an accident. ELT’s with a unidirectional G-force sensor shall be mounted with the direction arrow or equivalent aimed 45 degrees downward from the normal forward direction of flight. The pilot shall ensure that each passenger is familiar with the operation of the ELT.
- **VHF airways communication transmitter/receiver system,** minimum 360 digital or crystal controlled transmit and receive channels from 118.00 to 135.95 MHz in 50 KHz increments, minimum five watts transmit carrier power. A weather-proof external broadband antenna shall be mounted on the exterior of the helicopter.
- **An intercom system shall be provided between the pilot and front and rear passengers.** Push-to-talk switches shall be provided for the intercom system for the pilot and each passenger. The pilot and each passenger shall be able to monitor helicopter radio transmissions over the intercom system.
- **Global Positioning System (GPS) meeting the following requirements:**
  - Shall meet provisions of Radio Technical Commission for Aeronautics DO-160(c) and FAA Advisory Circular 20-138. Hand-held portables and marine units are not acceptable.
  - Shall be mounted in the aircraft's radio/instrument panel. The unit shall be convenient for use by both the pilot and front seat observer. (Not Required for Lot 1)
  - For Lot 1 only, Portable GPS units with internal antennae are acceptable.
  - Shall utilize an external mounted aircraft antenna. (Not required for Lot 1)
  - Shall have a Light Emitting Diode (LED), or other display with a high-contrast ratio.

Some examples of acceptable displays are Electro luminescence or Film Super-Twisted LCD with backlight display. At the request of the state, the contractor shall install state-furnished radio equipment (Convertacom or equal) for a particular charter, or provide a helicopter meeting the requirements and specifications of this contract that is equipped with a VHF FM transceiver with user-programmable frequencies and capable of simplex and duplex operation in the 150-160 MHz range, at no additional cost to the state.

PILOT REQUIREMENTS: All pilots performing services under this contract, in addition to holding an FAA Commercial Pilot Certificate issued under provision of 14 CFR 135 and 14 CFR 61, with appropriate rating (rotorcraft-helicopter), and a Second Class Medical Certificate issued under provision of 14 CFR 67, shall have logged minimum flying-time as pilot-in-command for the following amounts:

- 1,500 total helicopter hours;
- 200 total hours of mountainous flying;
- 100 total helicopter hours in the last 12 months;
- 100 total hours in weight class of helicopter under charter. Weight classes are as follows: Small – up to an approved gross weight of 6000 lbs.; Medium – between an approved gross weight of 6,001-12,500 lbs.; Large – above an approved gross weight of 12,500 lbs.;
50 total hours in make and model of helicopter under charter. Requirements may be reduced by 50% if the pilot shows evidence of satisfactorily completing the manufacturer's approved ground school and flight check in make, model, and series of helicopter;

10 total hours in make, model, and series of helicopter under charter, last 60 days; and

5 total hours in make, model, and series of helicopter under charter, last 30 days. Individual flight-hour requirements can count toward other flight-hour requirements.

Pilots shall wear a long sleeve shirt and trousers (or a long-sleeved flight suit) made of fire resistant polyamide or aramid material, or equal, boots made of all leather uppers that come above the ankles, and leather or polyamide gloves. All clothing shall overlap to prevent exposure to flash burns.

At the request of the state Project Manager, each pilot shall wear an aviator’s protective helmet, furnished by the contractor. The helmet must be equipped with a chinstrap, boom microphone and headset compatible with the avionics specifications of this contract.

For this contract, pilot-in-command is defined as: the pilot responsible for the operation and safety of the helicopter during flight-time.

For this contract, mountainous flying is defined as: conducting helicopter flight operations in mountainous terrain, including pinnacle landings and approaches at various elevations and density altitudes in areas of rugged peaks, deep canyons, cliffs, rock outcroppings, and steep slopes, including landing on mountain tops and confined areas surrounded by trees, brush, rocks, snow, or ice.

MECHANIC REQUIREMENTS: All mechanics performing services under this contract, in addition to holding a FAA Mechanic Certificate with Airframe and Powerplant ratings, must meet the following requirements:

Shall have a FAA Mechanic Certification that has not been suspended or revoked in the past 10 years;

- Shall have been actively engaged in aircraft maintenance as a certified mechanic for at least 18 months immediately preceding any services performed under this contract;
- Shall have been actively engaged in maintaining helicopters for three or more consecutive months during the 12-month period immediately preceding any services performed under this contract;
- Shall have satisfactorily completed a manufacturer’s maintenance course or equivalent contractor’s training program for the make and model of a helicopter offered for services under this contract, or have 12 months of experience maintaining a helicopter of the same make and model;
- Shall be prepared to show evidence of maintaining a helicopter under field conditions for at least one full season (June through August) or for three consecutive months away from the contractor’s base of operation with minimal supervision; and,
- If under charter, shall be available at the helicopter’s Designated Base or alternate location to service and inspect the helicopter, monitor telephones or radio equipment, or both, while the helicopter is flying, and initiate search and rescue operations if needed.

No pilot shall perform maintenance for which a FAA Mechanic Certificate is required, unless the pilot meets the Mechanic Requirements of this section.

For charters less than 24 hours, inclusion of a mechanic in the field is at the discretion of the state. A request for a mechanic will be made at the time a charter is requested.

FUELING REQUIREMENTS: All helicopters performing services under this contract shall not be fueled with passengers aboard and must be bonded/grounded whenever possible during fueling. The contractor must only use the type and grade of fuel that is specified by the manufacturer for that helicopter. The contractor is responsible for fueling the helicopter.

The contractor shall furnish a power-driven or hand-operated portable fuel pump, with barrel stem, hoses, and filtration system for refueling in remote areas. The filtration system must include a fuel filter water separator with a go-no-go type fuse, or a unit that accomplishes water separations with positive shutoff. The size of the filtration system unit must be compatible with the pump size. All filtering components, including fuses, must be changed annually or more often if necessary, and the date of the change must be placarded on the canister.

SUPPLEMENTAL REQUIREMENTS: The state has interagency and cooperative agreements with other state agencies, federal agencies, and private landowners, and may require services under this contract for cooperative use. The intent of the Supplemental Requirements (Attachment #4 and Attachment #5) is to ensure standard operating procedures and equipment requirements are met during such cooperative use.
The Supplemental Requirements are not a requirement of a contract resulting from this ITB, however, to be considered responsive, the bidder must indicate in the Bid Schedule whether or not they can meet the Supplemental Requirements (Attachment #4 and Attachment #5).

**ATTACHMENT #4**

State of Alaska – Department of Natural Resources, Division of Geological & Geophysical Surveys

Supplemental Requirements

The state may require that a helicopter offered for services under this contract be approved by the U.S. Department of the Interior, Office of Aircraft Services (OAS), and that a valid, current OAS card for the helicopter be provided.

Helicopters may be subjected to the exclusive use and control of the state during the entire period of a charter, except as authorized to the contrary by the state Project Manager or their authorized representative. Other authorized users shall pay all fuel costs, flight-time rate, additional stand-by time rate, daily availability rate, contractor personnel costs, and a proportionate share of maintenance costs during the period of their use.

**PILOT REQUIREMENTS:** The state may require all pilots offered for a charter be approved by the OAS with a valid, current OAS card in their possession at all times. Additionally, the state may require the pilot be approved by OAS for U.S. Geological Survey work in Alaska, with a current card in their possession at all times. The state may require the contractor to document the experience. If required, the state may provide forms to document pilot experience. Failure of the contractor to provide the documentation may cause the state to cancel the charter.

Pilots shall also be prepared to show evidence that they have satisfactorily passed FAA currency flight checks in accordance with the provisions of 14 CFR 135, in the make and model of helicopter under charter, and shall be qualified for Class A and B external load operations.

No pilots may have had their certifications suspended or revoked, or have been involved in an aircraft crash with documented injuries that were caused by pilot error, since January 1, 1993.

The state may require the contractor to provide the names of references for pilots to be used in a charter, including substitute pilots. References shall include the pilot’s present employer, present address and telephone number for each reference.

Pilots must have logged the minimum flight hours as a pilot-in-command for the amounts listed below. Individual flight-hour requirements can count toward other flight-hour requirements. Pilots shall be prepared to provide a certified log to the Project Manager that verifies their flight hours.

- 3,000 total helicopter hours;
- 600 total hours performing geologic mapping and survey type operations since January 1, 1992;
- 400 total hours of mountainous flying (ten hours of which shall have been in the make, model, and series of helicopter under charter);
- 100 total helicopter hours in the last 12 months;
- 100 total hours in weight class of helicopter under charter;
- 100 total hours in turbine helicopters;
- 50 total hours in helicopter make and model under charter;
- 10 total hours in helicopter make and model under charter, last 60 days; and
- 5 total hours in helicopter make and model under charter, last 30 days.

For this contract, geological mapping and survey type operations are defined as: mapping and surveying type operations in remote and rugged terrain similar to areas of operations for this contract involving numerous landings and take-offs at unprepared sites at different elevations and under varied wind, rain, snow, fog, and other inclement weather conditions, and sometimes involving heavy timber or brush, all requiring a high degree of pilot skill.

**FLIGHT-TIME AND DUTY-TIME LIMITATIONS:** Flight crews shall not exceed the following flight-time crew duty-time limitations:

- Maximum of 8 hours flight-time per 24-hour duty period for single-pilot crew;
• Maximum period, including flight-time and standby-time, of 14 hours in any 24-hour duty period. At least 10 consecutive hours off duty will be required prior to each duty period during each 24-hour period; and

• Maximum of 42 hours flight-time during any consecutive 6-day period, except during emergency medical situations or for unscheduled en-route delays due to weather conditions. When a pilot or crew acquires the maximum number of flight-time hours in a consecutive 6-day period, the pilot or crew shall have the following 24-hour period off duty and a new 6-day cycle will begin.

Pilots shall, at their discretion, have one 24-hour period off duty after each consecutive 14 days of flight-time duty, except during emergency medical situations.

Pilots may be removed from duty by the Project Manager for fatigue or other causes before reaching their flight-time or duty-time limitations.

Pilot flight-time shall be cumulative and subject to the pilot flight-time and duty-time limitations specified in this contract.

ATTACHMENT #5
State of Alaska – Department of Natural Resources, Division of Forestry

Supplemental Requirements

The Department of Natural Resources, Division of Forestry (DOF) operates under the requirements of the DOF Aviation Policy and Procedures Manual (PPM 2600).

Helicopters shall have been issued and have on board an Interagency Aircraft Data Card from the U.S. Department of the Interior, Office of Aircraft Services (USDI-OAS) or U.S. Department of Agriculture, Forest Service (USDA-Forest Service) for the appropriate mission (i.e. Interagency-Fire, Local Fire Suppression, Water Bucket, External Load, Long-Line, Aerial Firing, or Reconnaissance).

The pilot shall possess an interagency Pilot Qualification Card from the USDI-OAS or USDA-Forest Service that documents their qualification for the assigned mission (i.e. Sling Operations, Fire Suppression/Helitack, Helitanker/Bucket, Reconnaissance/Surveillance, Mountain Flying, Long-Line).

PILOT REQUIREMENTS: Pilots shall have logged a minimum-flying time as pilot-in-command for the amounts listed below. The Division of Forestry may provide forms to document pilot experience:

• 1,500 total helicopter hours;
• 200 total hours in mountainous terrain
• 100 total hours in helicopters in last 12 months
• 100 total hours in weight class of helicopter under charter;
• 100 total hours in turbine helicopters;
• 50 total hours in make and model of helicopter under charter. Requirements may be reduced by 50% if the pilot shows evidence of satisfactorily completing the manufacturer’s approved ground school and flight check in make, model, and series of helicopter;
• 10 total hours in make, model, and series of helicopter under charter, last 60 days;
• 5 total hours in make, model, and series of helicopter under charter, last 30 days; and
• 10 total hours in non-radar environments and remote locations in make and model helicopter under charter.

For this contract, non-radar environments and remote locations are defined as: rural Alaska or similar location.

Each pilot shall wear an aviator’s protective helmet, furnished by the contractor. The helmet must be equipped with a boom microphone and headset compatible with the avionics specifications of this contract. The helmet must be equipped with a chinstrap and be individually fitted to cover the head and provide protection for ears and temples.

Pilots shall wear a long sleeve shirt and trousers (or long sleeved flight suit) made of fire resistant polyamide or aramid material, or equal, boots made of all leather uppers that come above the ankles, and leather or polyamide gloves. All clothing must overlap to prevent exposure to flash burns.

Pilots shall wear a personal flotation device when conducting hovering flight operations over water (water bucket dipping/snorkeling). This equipment must be maintained and in serviceable condition in accordance with the manufacturer’s instructions.
**FLIGHT-TIME AND DUTY-TIME LIMITATIONS:** Flight crews shall adhere to the following flight-time and duty-time limitations:

- Pilots are required to have 2 calendar days off every 14 consecutive calendar days.
- Pilots shall have a maximum of 42 hours flight-time during any consecutive 6-day period.
- When a pilot acquires more than 36 hours of flight-time in any consecutive 6-day period that pilot shall be given the following calendar day off duty.

**SPECIAL EQUIPMENT REQUIREMENTS:** When ordering charter services, the state may require the following equipment and will request the equipment at the time of order:

- One folding water and retardant bucket similar to a “Bambi” style bucket. Size must be commensurate with the maximum lifting capacity of the helicopter and its capacity shall be adjustable by the load level adjusting method. Bucket must be collapsible and be able to be carried inside the helicopter. The bucket shall be marked indicating capacity in gallons and weight. Markings shall be on the side of the bucket at the port, or on the internal adjusting strap of the “Bambi” bucket.

- One VHF-FM transceiver such as the Technisonics TFM-138/150 series or other VHF/FM transceiver which has been approved interagency for aviation usage and meets the following requirements:
  1. Transceiver operational frequency range shall include the band of 150 – 174 MHz, with a minimum of one hundred user-programmable channels in selectable 2.5 KHz increments, and with channel spacing of no greater than 25 KHz.
  2. Narrow-band (12.5 KHz) channel spacing and adherence to the standards of RTCA document DO-160C is required.
  3. The operator shall be able to program any useable channels within that band while in flight.
  4. A SCAN function shall be provided for all MAIN preset channels.
  5. Carrier output power shall be not less than 10 watts.
  6. The transceiver shall be capable of displaying receiver and transmitter operating frequency, and shall provide both receiver and transmitter activation indicators for MAIN and GUARD.
  7. Simultaneous monitoring of both MAIN (150 – 174 MHZ) and GUARD (168.825 MHz) receivers is required. Scanning of the GUARD frequency is not acceptable.
  8. The transceiver’s operational controls must be located and arranged so that both 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.
  9. 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.
  10. The encoder / transceiver systems shall be capable of encoding a 110.9 Hz tone on all GUARD (168.625 MHz) transmissions.

Note: DOF may require the transportation of Hazardous Materials (defined in the Hazardous Materials section of this ITB). Such transportation shall be in accordance with the Department of Natural Resource’s Aviation Transport of Hazardous Materials Handbook. A copy of the Aviation Transport of Hazardous Materials Handbook shall be onboard the aircraft during all operations conducted under this contract. This handbook will be provided upon award of the contract and can be requested by potential contractors. It is the contractor’s responsibility to ensure that each employee that may perform a function subject to the requirements and conditions of transporting Hazardous Materials receives training on the requirements and conditions of such. Documentation of this training shall be retained in the employee’s record.

**PRICE DECREASES:** During the period of the contract all price decreases experienced by the contractor must be passed on to the state. A contractor's failure to strictly and faithfully adhere to this clause, within the time required, will be considered in breach of contract.

**PAYMENT FOR STATE PURCHASES:** Payment for agreements under $500,000 for the undisputed purchase of goods or services provided to a state agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

**BILLING & INVOICING INSTRUCTIONS:** Invoices must be sent directly to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. The ordering agency will only make payment after the service is completed and they receive an invoice. Questions concerning payment must be
addressed to the ordering agency. Payment shall be made as authorized by the state and in accordance with the terms and conditions of this contract.

**CREDIT CARD PURCHASES:** If an ordering agency purchases service with a credit card, the contractor will send a scanned copy of the purchasing document to the DGS contract administrator within 24 hours. The document will identify the purchasing agency, date and total amount of purchase. The preferred method of scanned document submittal is via email. However, a hardcopy may be mailed to the contract administrator at:

State of Alaska  
Department of Administration  
Division of General Services  
PO Box 110210  
Juneau, AK 99811-0210  
ATTN: Contract Administrator Name – Contract #170007288

**NOTE TO PURCHASING AGENCIES:** Ordering agencies will be instructed to submit a copy of the final invoice or credit card payment receipt directly to the DGS Contract Administrator listed on this solicitation or on the Contract Award Manual at the DGS website. The invoice and payment information submitted by both the contractor and purchasing agency will be used as confirmation of services, usage and spend, as well as for contract auditing purposes.

**CONTINUING OBLIGATION OF CONTRACTOR:** Notwithstanding the expiration date of a contract resulting from the solicitation ITB, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

**LOT SPECIFICATIONS**

For purposes of this ITB, helicopter types have been divided into four (4) different Lots. The Specifications are to define the minimum helicopter size and performance requirements for each Lot. Each helicopter offered on the Bid Schedule(s) must meet the minimum requirements as defined for each Lot. For this contract, **useful load** is defined as: *the weight of the flight crew, passengers, baggage and cargo, usable fuel, and drainable oil. It is the basic empty weight subtracted from the maximum allowable gross weight.*

**LOT 1 – Four-place Turbine Helicopter Specifications**
- Seating Capacity: Four-place (pilot plus three passengers).
- Engine: 200 shaft H.P. (Turbine or piston powered)
- Useful Load: 700 lbs.
- Range/Airspeed: 3 hours total at 100 knots.
- Model: Robinson R44.

**LOT 2 – Five-place Turbine Helicopter Specifications**
- Seating Capacity: Five-place (pilot plus four passengers).
- Engine: Turbine powered - 400 shaft H.P.
- Useful Load: 1,200 lbs.
- Range/Airspeed: 2 hours total at 90 knots.
- Model: Bell 206B III, Hughes 500D, or equivalent (Alouette II not acceptable)

**LOT 3 – Six-place Turbine Helicopter Specifications**
- Seating Capacity: Six-place (pilot plus five passengers).
- Engine: Turbine powered - 500 shaft H.P.
- Useful Load: 1,650 lbs.
- Range/Airspeed: 2.5 hours total at 110 knots.
- Model: Bell 206L1 or L3 (Bell 206L not acceptable), (Aerospatiale AS-350B/D, Alouette III, or equivalent.)

**LOT 4 – Fifteen-place Turbine Helicopter Specifications**
- Seating capacity: Fifteen-place (pilot plus fourteen passengers).
- Engine: Turbine powered - 1,400 shaft H.P.
- Useful load: 3,500 lbs.
- Range/Airspeed: 2.5 hours total at 105 knots.
- Model: Bell 205A1, Bell 212, or equivalent.