

Invitation to Bid

Department of Natural Resources

NUMBER

ITB 10 180000012 - 1

DATE OF ISSUE

September 06, 2017

TITLE OF SOLICITATION:

Air Tanker Services for the Division of Forestry

DEADLINE FOR RESPONSES:

October 05, 2017

14:00:00 Alaska Time

BID RECEIVING LOCATION

Support Services ANC Admin
Suite 1230
550 W. 7th Ave.

Anchorage, AK 99501-3564

VENDOR:

Name:

Address:

City, State, Zip Code:

Phone #:

Email Address:

Contact Name:

Contact Email:

Vendor #:

PURPOSE OF SOLICITATION:

The State of Alaska, Department of Natural Resources, Division of Forestry is soliciting competitive bids for qualified contractor(s) to provide air tanker delivery services complete with qualified pilots and mechanics for fire management missions in the Fairbanks and Palmer, Alaska, areas as specified in the ITB attached to this posting. Separate contracts may be awarded for both areas.

Important Notice: If you receive this solicitation from the State's Online Public Notice website or IRIS Vendor Self Service portal, you must register with the DNR Procurement Section to receive subsequent amendments. Registration must be in writing and may be made via email to dnr.ssd.procurement@alaska.gov or fax to 907-269-8909. Failure to register with the DNR Procurement Section may result in rejection of your offer.

ADA: The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to submit a bid should contact the DNR Procurement Section via email to dnr.ssd.procurement@alaska.gov, fax to 907-269-8909, telephone at 907-269-8666 or 269-8687, or TDD at 907-269-8411 not later than 10 calendar days prior to the bid closing date to make necessary arrangements.

THIS IS NOT AN ORDER.

SIGNATURE OF AUTHORIZED AGENT IS REQUIRED UNLESS RESPONSE IS SUBMITTED ELECTRONICALLY.

Signature X _____ Date _____

BID SCHEDULE

Event Date	Event Description
09/22/17	Questions Due
10/05/17	Solicitation Closing Date/Time

LINE ITEMS

Line No.	Description	Quantity	Unit	Unit Cost
1	Lot 1, Air Tanker Services for Forestry in Fairbanks, Alaska			
Start Date	End Date	Delivery Date	F.O.B. Point	Extended Line Total
01/01/18	12/31/22			

Extended Description:

Air Tanker Services for the Division of Forestry in Fairbanks, Alaska as specified within this ITB.

DO NOT ENTER COST ON THIS LINE. ENTER COST ONLY ON THE LOT 1 BID SCHEDULE ATTACHED TO THIS ITB.

Line No.	Description	Quantity	Unit	Unit Cost
2	Lot 2, Air Tanker Services for Forestry in Palmer, Alaska			
Start Date	End Date	Delivery Date	F.O.B. Point	Extended Line Total
01/01/18	12/31/22			

Extended Description:

Air Tanker Services for the Division of Forestry in Palmer, Alaska as specified within this ITB.

DO NOT ENTER COST ON THIS LINE. ENTER COST ONLY ON THE LOT 2 BID SCHEDULE ATTACHED TO THIS ITB.

EVALUATION CRITERIA

Code	Criteria Description	Points	Vendor Response (DO NOT LIST PRICES IN THIS SECTION. UNIT PRICES AND TOTAL PRICES MUST BE FILLED IN ADJACENT TO THEIR LINE ITEMS.)
12	Minimum Req		
18	Cost 100%		

PREFERENCES

Does your business qualify for the Alaska bidder preference?

☐ Yes ☐ No

Does your business qualify for the Alaska veteran preference?

☐ Yes ☐ No

Important Notice: If you received this solicitation from the State of Alaska's "Vendor Self-Service" web site, you must register with the procurement officer to receive subsequent amendments. Failure to contact the procurement officer may result in the rejection of your offer.

PROCUREMENT OFFICER: Marlys Hagen

TELEPHONE NUMBER: (907)269-8666

EMAIL: marlys.hagen@alaska.gov

Terms and Conditions		
No.	Name	Section
003	Provisions	1

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ITB 180000012

I. STANDARD TERMS AND CONDITIONS.

A. INSTRUCTIONS TO BIDDERS:

1. INVITATION TO BID (ITB) REVIEW: Bidders shall carefully review this ITB for defects and questionable or objectionable material. Bidders' comments concerning defects and questionable or objectionable material in the ITB must be made in writing and received by the purchasing authority at least ten (10) days before the bid opening date. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices. Bidders' original comments should be sent to the purchasing authority listed on the front of this ITB.

2. BID FORMS: Bidders shall use this and attached forms in submitting bids. A photocopied bid may be submitted.

3. SUBMITTING BIDS:

a. SEALED BIDS: Envelopes containing bids must be sealed, marked, and addressed to: **Department of Natural Resources, Division of Support Services, 550 W. 7th Avenue, Suite 1230, Anchorage, AK 99501.** Clearly annotate the ITB No.180000012 and the Deadline for Responses Date on the front of the envelope. **DO NOT** put the ITB number and Deadline for Responses date on the envelope of a request for bid information. Envelopes with ITB numbers annotated on the outside will not be opened until the scheduled date and time.

b. ELECTRONIC BID SUBMISSION: Bids may be emailed to dnr.ssd.procurement@alaska.gov, must be received in their entirety no later than the date and time listed on page one of this ITB as the Deadline for Responses, and must contain the ITB number in the subject line of the email. Emailed bids must be submitted as an attachment in PDF format. Please note that the maximum size of a single email (including all text and attachments) that can be received by the state is 20mb (megabytes). If the email containing the bid exceeds this size the bid must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. The state is not responsible for unreadable, corrupt, or missing attachments. It is the bidder's responsibility to contact the DNR Procurement Office at 907-269-8687 or 907-269-8666 or via email to dnr.ssd.procurement@alaska.gov to confirm the bid has been received. Failure to follow the above instructions may result in the bid being found non-responsive and rejected.

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c. FAX BID SUBMISSION: Bids may be faxed to (907) 269-8909 and must be received in their entirety no later than the date and time listed on page one of this ITB as the Deadline for Responses. It is the bidder's responsibility to contact the DNR Procurement Office at (907) 269-8687 or (907) 269-8666 to make arrangements prior to faxing the bid and to confirm that the bid has been received. Failure to follow the above instructions may result in the bid being found non-responsive and rejected.

4. PRICES: The bidder shall state prices in the units of issue on this ITB. Prices quoted for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices quoted for services must be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost. 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. The State is exempt from Federal Excise Tax except the following:

- Coal - Internal Revenue Code of 1986 (IRC), Section 4121 - on the purchase of coal;
- "Gas Guzzler" - IRC, Section 4064 - on the purchase of low m.p.g. automobiles, except that police and other emergency type vehicles are not subject to the tax;
- Air Cargo - IRC, Section 4271 - on the purchase of property transportation services by air;
- Air Passenger - IRC, Section 4261 - on the purchase of passenger transportation services by air carriers.
- Leaking Underground Storage Tank Trust Fund Tax (LUST) - IRC, Section 4081 - on the purchase of Aviation gasoline, Diesel Fuel, Gasoline, and Kerosene.

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

6. FILING A PROTEST: A bidder may protest the award of a contract or the proposed award of a contract for supplies, services, or professional services. The protest must be filed in writing and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. Protests will be treated in accordance with Alaska Statutes (AS) 36.30.560-36.30.610.

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B. CONDITIONS:

1. AUTHORITY: This ITB is written in accordance with AS 36.30 and 2 AAC 12.

2. COMPLIANCE: In the performance of a contract that results from this ITB, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.

3. SUITABLE MATERIALS, ETC.: Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

4. SPECIFICATIONS: Unless otherwise specified in the ITB, product brand names or model numbers specified in this ITB are examples of the type and quality of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

5. FIRM OFFER: For the purpose of award offers made in accordance with this ITB must be good and firm for a period of ninety (90) days from the date of bid opening.

6. EXTENSION OF PRICES: In case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the lot prices will govern.

7. BID PREPARATION COSTS: The State is not liable for any costs incurred by the bidder in bid preparation.

8. CONSOLIDATION OF AWARDS: Due to high administrative costs associated with processing of purchase orders, a single low bid of \$50 or less may, at the discretion of the State, be awarded to the next low bidder receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in "INSTRUCTION TO BIDDERS", "FILING A PROTEST" above.

9. CONTRACT FUNDING: Bidders are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the

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availability and appropriation of funds.

10. CONFLICT OF INTEREST: An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.

11. ASSIGNMENT(S): Assignment of rights, duties, or payments under a contract resulting from this ITB is not permitted unless authorized in writing by the procurement officer of the contracting agency. Bids that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.

12. SUBCONTRACTORS NOT ALLOWED: Subcontractors **will not** be allowed for any contract resulting from this ITB.

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

14. LATE BIDS: Late bids are bids received after the time and date set for receipt of the bids. Late bids will not be accepted.

15. CONTRACT EXTENSION: Unless otherwise provided in this ITB, the State and the successful bidder/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.

16. DEFAULT: In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the

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contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

17. DISPUTES: If a contractor has a claim arising in connection with a contract resulting from this ITB that it cannot resolve with the State by mutual agreement, it shall pursue a claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

18. CONSUMER ELECTRICAL PRODUCT: AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this bid the bidder certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor and Workforce Development, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska, 99510-7020, (907) 269-4925.

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

20. GOVERNING LAW; FORUM SELECTION: A contract resulting from this ITB is governed by the laws of the State of Alaska. To the extent not otherwise governed by section 17 of these Standard Terms and Conditions, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

C. SPECIAL CONDITIONS:

1. ORDER DOCUMENTS: Except as specifically allowed under this ITB an ordering agency will not sign any vendor contract. The State is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the State under this ITB. The State of Alaska Delivery Order, Contract Award (Master Agreement) and Division of Forestry Resource Order are the only order documents that may be used to place orders against the contract(s) resulting from this ITB.

2. BILLING INSTRUCTIONS: Invoices must be billed to the ordering agency's address shown on the individual Delivery Order, Contract Award (Master Agreement) or Division

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of Forestry Resource Order, not to the DNR Procurement Office. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.

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

D. PREFERENCES:

1. ALASKA BIDDER PREFERENCE: Award will be made to the lowest responsive and responsible bidder after an Alaska bidder preference of five percent (5%) has been applied. The preference will be given to a person who: (1) holds a current Alaska business license at the time designated in the invitation to bid for bid opening; (2) submits a bid for goods or services under the name on the Alaska business license; (3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid; (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and, (5) if a joint venture, is composed entirely of ventures that qualify under (1) - (4) of this subsection. AS 36.30.170, AS 36.30.321(a) and AS 36.30.990(2).

2. ALASKA VETERAN PREFERENCE: If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2) and is a qualifying entity as defined in AS 36.30.321(f), they will be awarded an Alaska veteran preference of five percent (5%). The preference will be given to a (1) sole proprietorship owned by an Alaska veteran; (2) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans; (3) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or (4) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans, and may not exceed \$5,000. The bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other governments, or the general public - AS 36.30.321(i).

3. USE OF LOCAL FOREST PRODUCTS: Not applicable to this ITB or the resulting contract.

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4. LOCAL AGRICULTURAL AND FISHERIES PRODUCTS PREFERENCE: Not applicable to this ITB or the resulting contract.

5. ALASKA PRODUCT PREFERENCE: Not applicable to this ITB or the resulting contract.

6. EMPLOYMENT PROGRAM PREFERENCE: If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2), and is offering goods or services through an employment program as defined under 36.30.990(12), they will be awarded an Employment Program Preference of fifteen percent (15%) in accordance with AS 36.30.321(b).

7. ALASKANS WITH DISABILITIES PREFERENCE: If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2), and is a qualifying entity as defined in AS 36.30.321(d), they will be awarded an Alaskans with Disabilities Preference of ten percent (10%) in accordance with AS 36.30.321(d). A bidder may not receive both an Employment Program Preference and an Alaskans with Disabilities Preference.

8. PREFERENCE QUALIFICATION LETTER: Regarding preferences 6 and 7 above, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists of Alaskan; [1] employment programs that qualify for preference, and [2] individuals who qualify for preference as Alaskan's with disabilities. In accordance with AS 36.30.321(i), in order to qualify for one of these preferences, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

As evidence of an individual's or a business' right to a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences 6 or 7 above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list at the time the bid is opened, and must attach a copy of their certification letter to their bid. The bidder's failure to provide this certification letter with their bid will cause the State to disallow the preference.

II. ADDITIONAL INFORMATION.

A. SUPPLEMENTAL TERMS AND CONDITIONS:

1. BID CLOSING, PUBLIC BID OPENING, AND CONTACT INFORMATION:

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a. Bid Closing Date and Time. The current Bid Closing Date and Time for this ITB is specified on page 1 of the ITB. This date and time are subject to change. Changes will be identified in an amendment to the ITB and an update to the IRIS Vendor Self Service (VSS) and State of Alaska Online Public Notice website postings.

b. Public Bid Opening Date and Time. The current Public Bid Opening for this ITB is 2:15 p.m. on the date set as the Deadline for Responses. The Public Bid Opening will be held in the DNR Procurement Office unless otherwise specified in this ITB. The Public Bid Opening date and time are subject to change. Changes will be identified in an amendment to the ITB and an update to the IRIS VSS and State of Alaska Online Public Notice website postings.

c. Contact Information. Contact information for the DNR Procurement Section:

Name: Jim Sonnier, Procurement Specialist III

Telephone: 907-269-8687

Fax: 907-269-8909

Email: dnr.ssd.procurement@alaska.gov

Physical and Mailing Address: 550 W. 7th Avenue, Suite 1230, Anchorage, Alaska, 99501.

2. ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES: Prior to the award of a contract, a bidder must hold a valid Alaska business license. However in order to receive the Alaska Bidder Preference and other related preferences such as the Alaska Veteran and Alaskans with Disabilities preference, a bidder must hold a valid Alaska business license at the time designated for bid opening. Bidders should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, P.O. Box 110806, Juneau, Alaska, 99811-0806, for information on these licenses.

Acceptable evidence that the bidder possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license;
- certification on the bid that the bidder has a valid Alaska business license and has included the license number in the bid (see front page);
- a canceled check for the Alaska business license fee;
- a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- a sworn and notarized statement that the bidder has applied and paid for the

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Alaska business license.

You are not required to hold a valid Alaska business license at the time bids are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by Alaska Department of Revenue.

At the time designated for bid opening, all bidders must hold any other necessary applicable professional licenses required by Alaska Statute.

3. ALASKA BIDDER PREFERENCE: An Alaska Bidder Preference of five percent will be applied prior to evaluation. The preference will be given to a bidder who:

- (1) holds a current Alaska business license at the time designated for bid opening;
- (2) submits a proposal for goods or services under the name appearing on the bidder's current Alaska business license;
- (3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid;
- (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- (5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Statement

In order to receive the Alaska Bidder Preference, the bid must also include a statement certifying that the bidder is eligible to receive the Alaska Bidder Preference.

If the bidder is a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner and include a statement certifying that all members or partners are residents of the state.

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If the bidder is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the state.

4. BIDDERS WITH DISABILITIES: The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the DNR Procurement Section at one of the following numbers no later than 10 days prior to the Deadline for Responses to make any necessary arrangements.

Telephone: 907-269-8666 or 269-8687
Fax: 907-269-8909
TDD: 907-269-8411
Email: dnr.ssd.procurement@alaska.gov

5. COMPLIANCE WITH ADA: By signature of their bid the bidder certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.

Services or activities furnished to the general public on behalf of the state must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.

6. Preference Qualification: In order to qualify for an Alaska Veterans Preference, Employment Program Preference, or Alaskans with Disabilities Preference, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

7. CONTRACT PERFORMANCE LOCATION: By signature on their bid, the bidder certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

If the bidder cannot certify that all work will be performed in the United States, the bidder must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of bids.

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The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with these requirements may cause the state to reject the bid as non-responsive, or cancel the contract.

8. HUMAN TRAFFICKING: By signature on their bid, the bidder certifies that the bidder is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/g/tip/>

Failure to comply with this requirement will cause the state to reject the bid as non-responsive, or cancel the contract.

9. CONTRACT INTENT: This Invitation to Bid (ITB) is intended to result in two (2) term contracts to provide exclusive use airborne tanker services with qualified pilots and mechanics for fire management missions in the Palmer and Fairbanks, Alaska areas for the Department of Natural Resources, Division of Forestry.

10. PRE-BID CONFERENCE: No Pre-Bid conference will be held for this ITB.

11. NOTICE OF INTENT TO AWARD: After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. This tabulation, called a Notice of Intent to Award, serves two purposes. It lists the name of each company or person that offered a bid and the price they bid. It also provides notice of the state's intent to award a contract(s) to the bidder(s) indicated. A copy of the Notice of Intent will be mailed to each company or person who responded to the ITB. Bidders identified as the apparent low responsive bidders are instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the Procurement Officer. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the Procurement Officer does so without a contract and at their own risk.

12. 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

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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.

13. PROMPT PAYMENT FOR STATE PURCHASES: The state is eligible to receive a 5% discount for all invoices paid within 15 business days from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. The discount shall be taken on the full invoice amount. The state shall consider payment being made as either the date a printed warrant is issued or the date an electronic funds transfer (EFT) is initiated.

14. FEDERAL EXCISE TAX: The State of Alaska is exempt from Federal Excise Tax except for the following:

Coal - Internal Revenue Code of 1986 (IRC), Section 4121 - on the purchase of coal;

"Gas Guzzler" - IRC, Section 4064 - on the purchase of low m.p.g. automobiles, except that police and other emergency type vehicles are not subject to the tax;

Air Cargo - IRC, Section 4271 - on the purchase of property transportation services by air;

Air Passenger - IRC, Section 4261 - on the purchase of passenger transportation services by air charter.

Leaking Underground Storage Tank Trust Fund Tax (LUST) - IRC, Section 4081 - on the purchase of Aviation gasoline, Diesel Fuel, Gasoline, and Kerosene.

The State of Alaska is also exempt from State Motor Fuel Taxes. The appropriate exemption forms will accompany a contract(s) resulting from this ITB. The state is not exempt from the Federal Superfund Tax.

15. CONTRACT MANAGEMENT:

a. Overall contract management for contracts resulting from this ITB are Procurement Specialists assigned to the Department of Natural Resources, Support Services Division, Procurement Section (DNR Procurement). Procurement Specialists assigned to DNR Procurement can be reached by telephone at 907-269-8666 or 907-269-8687; by fax at 907-269-8909; or by email at dnr.ssd.procurement@alaska.gov. Any changes, amendments, disputes, or other contractual matters shall be directed to the DNR Procurement Section.

b. The primary Contracting Officer's Technical Representative (COTR) for this contract for the Division of Forestry (DOF) is Steve Elwell, Aviation Supervisor, who may be reached at 907-761-6271 during normal business hours and by cellular phone at 907-

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354-1883 for emergency contact.

The Contracting Officer's Technical Representative also has the authority to remove the aircraft from available status or have personnel removed from performance on the contract. In the event of an emergency, the primary Contracting Officer's Technical Representative is to be notified immediately of the event.

c. The primary Contracting Officer's Technical Representative (COTR) for maintenance issues is the DOF Aviation Maintenance Inspector, Rob Hoecher, who may be reached by telephone at 907-761-6272 or by cellular phone at 907-244-3637. The COTR for maintenance issues has complete authority for maintenance approval, records review, aircraft and pilot inspections, and to assign air tanker missions.

d. The Contracting Officer's Representative (COR) responsibilities are to interpret the contract and are responsible for the invoice approval for performance under this contract. For the Northern Region, the Contracting Officer's Representative is Aviation Manager, Robert McAlpin, who can be reached by telephone at 907-451-2691 or by cellular phone at 907-378-6108. For the Coastal Region, the Contracting Officer's Representative is Chris Olson who can be reached by telephone at 907-761-6238 or by cellular phone at 907-982-2808.

16. INDEMNIFICATION: The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

17. INSURANCE: Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be

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furnished to the Procurement Officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

Proof of insurance is required for the following:

a. Aircraft Liability Insurance: covering all aircraft used under this contract, with coverage limits not less than \$10,000,000 combined single limit for bodily injury, passenger liability, and property damage liability, and with limits not less than \$150,000 per passenger seat. The state shall be added as additional named insured for all flight operations under this agreement.

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

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

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

The State of Alaska shall be named as additional insured. This insurance shall be considered to be primary and non-contributory to any other insurance carried by the State through self-insurance or otherwise.

Failure to supply satisfactory proof of insurance within the time required will cause the state to declare the bidder non-responsible and to reject the bid.

18. SUPPORTING INFORMATION: The state strongly desires that bidders submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made by the Procurement Officer that the product offered meets the ITB specifications and that other requirements of the ITB have been met. However, provided a bid meets the requirements for a definite, firm,

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unqualified, and unconditional offer, the state reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the products offered completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the state and may include the requirement that a bidder will provide a sample product(s) so that the state can make a first-hand examination and determination.

A bidder's failure to provide this supplemental information or the product sample(s), within the time set by the state, will cause the state to consider the offer non-responsive and reject the bid.

19. 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 of the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery, or 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.

20. NONDISCLOSURE AND CONFIDENTIALITY: Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines (i) provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or (ii) acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data

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(infrastructure, architecture, operating systems, security tools, IP addresses, etc).

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure (to the extent such notice to the state is permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

21. CONTRACT PERIOD: The length of the contract will be five consecutive years beginning January 1, 2018 and ending December 31, 2022. There are no renewal options for this contract.

22. CONTRACT PRICES AND PRICE ADJUSTMENTS: Contract prices will remain firm for the initial year of the contract. **Price adjustments thereafter will be allowed only for the Daily Availability Rate.**

Contractors must request price adjustments, in writing, 30 days prior to the renewal date. If a contractor fails to request a CPI price adjustment 30 days prior to the adjustment date, the adjustment will be effective 30 days after the state receives their written request.

Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Anchorage Area.

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six month average January through June,

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2017 and the January through June, 2018 six month average. The percentage difference between those two CPI issues will be the price adjustment rate for the 2019 contract renewal. Subsequent price adjustments will be accomplished using the same formula but with comparison period changed to January through June, 2018 versus January through June, 2019, etc. No retroactive contract price adjustments will be allowed.

The CPI for the January through June, 2017 six month period is **218.616**.

Price adjustments do not apply to any other established rate such as the Fixed Hourly Rate shown in this ITB. These rates will remain firm throughout the contract and any contract renewals or extensions.

23. 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.

24. ACCESSORIES: When accessories are supplied, they must be certified to be compatible with the rest of the equipment. Certification will be written evidence satisfactory to the state that the accessories are compatible. The bidder's failure to supply this evidence within the time required by the state will cause the state to consider the bid non-responsive and reject the bid.

25. INSPECTION: Equipment offered for a contract resulting from this ITB may be subject to inspection and approval by the state prior to the award of the ITB. The equipment and attachments must be in good repair and capable of performing the work for which they were designed. Additional information on Inspections can be found in the Administrative Requirements section of this ITB.

26. ALTERATIONS: The contractor must obtain the written approval from the DNR Procurement Officer prior to making any alterations to the specifications contained in this ITB. The state will not pay for alterations that are not approved in advance and in writing by the DNR Procurement Officer.

27. INVOICES: Invoices must be sent directly to the ordering agency's address shown on the individual Delivery Order, Contract Award (Master Agreement) or Division of Forestry Resource Order. The ordering agency will only make payment after it receives the service and the invoice. Questions concerning payment must be addressed to the ordering agency. Additional information on contract payments can be found in the Administrative Requirements section of this ITB.

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28. THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED: Because of the additional administrative and accounting time required of state agencies when third party financing agreements are permitted, they will not be allowed under this contract.

29. CONTINUING OBLIGATION OF CONTRACTOR: Regardless of the terms and conditions of any third-party financing agreement, the contractor agrees that none of its responsibilities under this contract are transferable and that the contractor alone will continue to be solely responsible until the expiration date of the contract. Such responsibilities include, but are not limited to, the provision of equipment, training, warranty service, maintenance, parts and the provision of consumable supplies. By signature on the face page of this ITB the bidder acknowledges this requirement and indicates unconditional acceptance of this continuing obligation clause.

30. ESTIMATED ANNUAL USE: *The State guarantees 90 calendar days exclusive use (availability) period per year, per contract. This figure will be used for evaluation and award of the contracts. Hourly flight rate is fixed at \$4,000.00 per hour. The State estimates 100 flight hours however this is only an estimate and the actual number of hours may vary more or less during actual contract performance. The State guarantees a minimum of 50 flight hours per contract, per season, to be flown in performance of the contract. All hours flown will be paid at the fixed hourly flight rate of \$4,000.00 per hour.*

31. CONTRACT CANCELLATION: The state reserves the right to cancel the contract upon 30 calendar days written notice to the contractor for cause including, but not limited to, failure to adequately stock parts, lack of legislative funding, inferior products not meeting specifications, or failure to comply with covenants of this ITB or the contracts resulting from it. The State is liable only for payment in accordance with the payment provision of this contract for services provided before the effective date of termination.

32. METHOD OF AWARD: Award will be made BY LOT to the lowest responsive and responsible bidder for the lot. There are 2 lots shown on the Bid Schedule: Lot 1, Fairbanks area; and Lot 2, Palmer area. In order to be considered responsive for a lot bidders must complete all items shown on the Bid Schedule within that lot.

Bidders with only one aircraft may submit bids for more than one lot. If a bidder offering only one aircraft is the lowest responsive and responsible bidder for more than one lot the State will determine which area to award the contract for and will award the other lot to the next lowest responsive and responsible bidder for that lot.

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33. EVALUATION OF BIDS: Bids submitted for any lot must include a bid price. Any bid that does not include a price for the lot shall not be considered for award and shall be rejected as non-responsive. Bidders do not have to bid on all lots but should indicate which lot they are bidding by completing the bid schedule(s) for the lot(s) they are bidding.

The State has sole discretion in determining the successful bidder. In determining responsibility of bidders the State will use the standards as described in 2 AAC 12.500. Awards will be made as soon as practical after bid opening.

Each bidder shall be required to provide within five (5) working days of the State's request, the information listed below. Failure to provide the information within the stated time frame may be considered sufficient reason for the rejection of the bid, or cancellation of the contract, if not detected until after award of the contract:

- a. Evidence of ownership and/or availability of the air tanker(s);
- b. Location at which the bidder's aircraft and related equipment may be inspected by the State;
- c. Evidence of the availability of parts, facilities, mechanics and pilots for the operation and the maintenance of the air tanker(s), including an outline of the bidder's plans for stocking and/or supplying on short notice, spare parts, mechanics and pilots via the designated base. Maintenance of the aircraft is to be accomplished at the contractor's expense;
- d. Evidence of satisfactory performance on comparable contracts involving similar field conditions during a three year period immediately preceding the date of the scheduled bid opening, including names, addresses, telephone numbers, and email addresses of contracting officers responsible for such contracts;
- e. The bidder may be required to submit a complete list of all its air tanker accidents or incidents that occurred within the past five (5) years involving an injury or fatality to either pilot or passenger, or the necessary total replacement of aircraft, or damage in excess of \$1,000,000.00. This list must show the number of injuries and/or deaths that resulted in each accident and steps being taken to prevent the reoccurrence of such accidents; and
- f. List the kinds and quantities of fuel required or recommended for the air tanker(s) and to be provided by the State under this contract. The State will be reimbursed for fuel used for the contractor's benefit and from flights not specifically authorized by the State.

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34. QUESTIONS: Questions concerning this ITB or the contents therein must be in writing and submitted to the DNR Procurement Office via fax to 907-269-8909 or via email to dnr.ssd.procurement@alaska.gov. The interested party must confirm any telephone conversations in writing.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the ITB. These questions may be answered over the telephone or in an email. Other questions may be more complex and may require a written amendment to the ITB. The Procurement Officer will make that decision.

35. ENROLLMENT IN IRIS: Bidders will be required to be enrolled in the State of Alaska's Integrated Resource Information System (IRIS) database prior to award of a contract resulting from this ITB. Enrollment can be done online at the following link: <http://doa.alaska.gov/dof/iris/vendor.html>. Bidders who are not enrolled prior to award of a contract will be notified by DNR Procurement and be required to either enroll via IRIS Vendor Self Service (IRIS VSS) or provide documentation required by the DNR Procurement Officer for enrollment. Failure of a bidder to enroll in the IRIS database or provide required documentation to the DNR Procurement Officer will delay award of the contract and may delay issuance of Resource Orders or Delivery Orders for contract work.

36. FEDERAL DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION: Expenditures from this contract may involve federal funds. The U.S. Department of Labor requires all state agencies that are expending federal funds to have a certification filed in the bid (by the bidder) that they have not been debarred or suspended from doing business with the federal government. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form attached to this solicitation is to be completed and submitted with your bid.

37. DISCLOSURE OF BID CONTENTS: All bids and other material submitted become the property of the State of Alaska and may be returned only at the state's option. AS 40.25.110 requires public records to be open to reasonable inspection. All bid information, including cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, bids will become public information.

Trade secrets and other proprietary data contained in bids may be held confidential if the bidder requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. The bidder's request must be included

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with the bid, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. Unless the procurement officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

DNR Procurement will not consider any information included on the Bid Schedule for either lot, including the Availability Rate per day or Per Season total, Confidential in any bid submitted in response to this ITB. DNR will also not consider the certifications or other information required to be submitted with this ITB Confidential. Supplemental information submitted at the bidder's sole discretion may be considered Confidential per the requirements of this section.

To avoid any delay in the bid evaluation and award process bidders are asked to submit ONLY the information required by this ITB with their bid.

B. GENERAL REQUIREMENTS:

1. SCOPE OF CONTRACT: This bid is for two contracts for one air tanker at two locations. One air tanker will be based in Fairbanks, Alaska, and one based in Palmer, Alaska, and an optional air tanker on each contract that may be called upon and used by mutual agreement between the State and Contractor.

All air tankers must meet the following minimum general requirements:

- a. A retardant tank certified by either Transport Canada or the Interagency Airtanker Board for a minimum of 18,000 lbs;
- b. Cruise Speed, Fully loaded: 270 nautical miles per hour;
- c. Turbine Powered, multi-engine; and
- d. Computer controlled (RADS 2 or better), constant flow, single gate, tanking system.

The aircraft will be required to operate out of State and Federal tanker bases 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.

Aircraft furnished under this contract shall be operated and maintained by the Contractor.

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Aircraft and crew furnished under this contract shall be subject to the exclusive use and control of the State, 24 hours a day, 7 days per week during the exclusive use (availability) period and any extensions thereof. The aircraft shall not be operated except as directed by the Contracting Officer or authorized representative of the Contracting Officer (COTR, COR).

The State of Alaska has interagency and cooperative agreements with other State agencies, Federal agencies, and private landowners, and may dispatch aircraft under this contract for such cooperative use.

The aircraft provided under the contracts resulting from this ITB shall be assigned to designated bases as referenced in this contract. Should the State require operation of the aircraft from locations other than the assigned base the flight time to move the aircraft will be paid at the hourly flight rate. Aircraft furnished under this contract may be required to operate within the State of Alaska, Canada, and the "lower 48" States and must have regulatory authority to do so.

The exclusive use period may be extended at the State's option on a 7-day block basis per the terms, conditions, specifications and prices contained in this contract. The Contractor shall be notified at least 48 hours in advance of the extension period. The extension will not exceed 42 days past the last day of the guaranteed period.

2. ORDER OF PRECEDENCE (SPECIFICATIONS): In the event of inconsistencies within the technical specifications, the following order shall be used in such resolution:

- a. Typed provision of these specifications;
- b. State of Alaska Supplements incorporated by reference;
- c. 14 CFR incorporated by reference;
- d. Aircraft Manufacturers Specifications; and
- e. Other documents incorporated by reference.

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

C. AIRCRAFT REQUIREMENTS:

1. The contractor is under the regulatory control of the Federal Aviation Administration or Transport Canada and will be held to the standards and procedures required and approved by the FAA or Transport Canada through the operating certificate issued to the Contractor by the FAA or Transport Canada. If operating under FAA Operation Specifications the contractor shall have North American Free Trade Agreement

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(NAFTA) Specialty Air Service Letters of Registration for firefighting and/or forest fire management per FAA AC00-60B.

2. The aircraft must be approved for operations as an airtanker by the FAA and the Interagency Air Tanker Board or Transport Canada, and if the operator is Canadian, meet all required FAA regulations under NAFTA for operating in the US as an air tanker within the requirements of this contract.
3. If the operator is Canadian, the contractor will be required to maintain current certificate of authorization issued by the FAA to conduct specialty air services operations under the North American Free Trade Agreement (NAFTA) within the boundaries of the United States. The aircraft and pilots shall be listed on the operator's certificate and the operator shall be authorized to conduct airtanker operations. When conducting operations under this contract the contractor will operate in accordance with all provisions of the certificate.
4. The aircraft must be fully equipped with all safety, communications, navigation and other equipment required by the FAA or Transport Canada including an Emergency Locator Transmitter (E.L.T.) and survival equipment required by the State of Alaska (specified later in this ITB). The aircraft will be equipped with approved seatbelts for all occupants and approved shoulder harnesses for the pilot and co-pilot, navigational publications including the Alaska Supplement and a complete set of current Sectional Aeronautical Charts covering the area of operation, first aid kit (aeronautical) in accordance with the provisions of this ITB, and a free air temperature gauge. Two (2) fire extinguishers are required containing a minimum of 2-1/2 pounds of extinguishing agent and rated for B and C fires.
5. All aircraft must be clean, airworthy and maintained according to the FAA or Transport Canada approved maintenance schedule.
6. The aircraft must be equipped with rotating beacon and approved white strobe light visible from all directions, and with white strobe lights on wing tips.
7. The aircraft must be equipped with either an operational active Traffic Collision Avoidance detection (TCAD) or an operational Traffic Collision Avoidance System (TCAS) system.
8. The aircraft shall have a minimum cruise speed of 270 knots per hour when fully loaded with fire retardant.
9. The aircraft must land with loads equal to their weight limitations.

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10. The aircraft's base of operations under contracts resulting from this ITB will be Palmer and Fairbanks Alaska.

D. RETARDANT TANK REQUIREMENTS:

1. The tank and gating system shall be a computer controlled, constant flow system, with the tank being certified for a minimum of 18,000 pounds (lbs) of retardant.
2. The loading system will be 3-inch male kamlock fittings in the aft section of the air tanker aircraft.
3. The loading system must be capable of accepting 500 US gallons per minute. A non-return valve will be installed to prevent outflow and a cap provided to close the opening on the outside of the kamlock fitting.
4. The air tanker retardant tank must have the capability to be off loaded. An offload system must be provided to allow a full tank to be emptied while the aircraft is on the ground.
5. An emergency drop system must be provided. This system must be independent of the normal system.
6. The doors of the tanks must be watertight. Leaking doors will render the aircraft unavailable.
7. Regular checks must be completed to assure no leaking is taking place. Continued leakage of tanks will be grounds for the State to refuse service from that particular aircraft. The Contractor, at its own expense shall clean leakage of retardant on the ramp (loading pit) or runway.

E. AVIONICS REQUIREMENTS: The following systems shall be furnished, installed and maintained by the Contractor in accordance with the manufacturer's specifications and the installation and maintenance standards of the FAA or Transport Canada.

1. Radar Altimeter.
2. Infrared forward looking camera. May be fixed position with a fixed lenses. May be a wireless connection to cockpit displays. Cockpit displays may be portable electronic tablets.

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3. 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 requirements. Additionally, a second AFF feed shall be provided to Selkirk Systems for use on the State's Integrated Fire Management program and this will also include GPS based "drop" information which includes gallons dropped and coverage level.

4. The AFF system shall be powered by the aircraft's electrical system, installed per the manufacturer's installation manual, and operational in all phases of flight. AFF equipment shall utilize as a minimum: satellite communications, an externally-mounted antenna, provide data to the Government's 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 use "temporary pigtails" 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.

5. AFF communications shall be fully operational and provide coverage compatible with operation in Alaska, the Lower 48 states and those portions of Canada through which travel may be conducted.

6. 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 contact information.

7. If the Contractor relocates previously registered AFF equipment into another aircraft, the Contractor shall contact the Help Desk making the appropriate changes prior to aircraft use. 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>. The Boise Help Desk can be reached at (800) 253-5559 or (208) 387-5290. Prior to the annual Contract inspection

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of the aircraft, the Contractor shall ensure compliance with all AFF systems requirements. The Contractor shall additionally perform an operational check of the system. When the AFF system passes its operational check, the Contractor shall make an entry denoting such in the aircraft log book.

F. GLOBAL POSITIONING SYSTEM (GPS) REQUIREMENTS:

1. The aircraft shall have installed one operational GPS approved for IFR operations in the United States or Canada. The aircraft and personnel shall be certified for GPS-IFR approaches.
2. The GPS shall meet provisions of Radio Technical Commission for Aeronautics (RTCA) DO-160(C) and FAA Advisory Circular (AC) 20-138 or Transport Canada equivalent. Hand-held portables and marine units are not acceptable.
3. The GPS unit shall be mounted in the aircraft's radio / instrument panel. The unit shall be convenient for use by both the pilot and the co-pilot.
4. The GPS shall utilize an external mounted aircraft antenna.
5. The GPS shall have a Light Emitting Diode (LED), or other displays with high contrast. Examples of acceptable displays are Electroluminescence or Film Super-Twisted LCD with backlight display.

G. RADIO AND NAVIGATION EQUIPMENT REQUIREMENTS:

1. Satellite phone wired into and powered through aircraft's avionics system. Portable satellite phones are not acceptable.
2. The aircraft shall have all the equipment installed that is required that is for both IFR and VFR flight listed in the Federal Aviation Regulations (FAR) Part 91 or equivalent Transport Canada Regulations for the type of aircraft offered. (All installed equipment will be certified and maintained under the requirements of their certificate issued by the FAA or Transport Canada.)
3. The aircraft shall have installed one operational Technisonics TDFM- 136 FM radio. The VHF/FM transceiver shall be "P-25" digital compliant. Also, any digital FM radio supplied for this contract must be "P-25" compliant. Examples of "P-25" compliant radios include:

- a. NAT NPX136D

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b. Technisonics TDFM-136 (digital)

H. CERTIFICATIONS:

1. **At the time bids are due the Contractor shall hold** a current Federal Aviation Administration (FAA) Air Carrier Certificate with "STC" for installed retardant tank/system of submitted aircraft or equivalent Transport Canada Operating Certificate and current Interagency Air Tanker Board approval for aircraft and retardant drop system. **The State requests the Contractor submit a copy of required certifications with their bid to save time during the bid evaluation process.** If not submitted with their bid copies of certifications will be required within 3 business days upon written request from the State.

At a minimum one calendar year of company operational experience in make and model of airtanker submitted is required at bid opening.

2. Have operations specifications that allow operations of the category and class of aircraft and conditions of flight required under this contract which are: Airplane, Multi-engine, IFR, VFR, Day, and Night.

3. The Contractor shall be certificated under FAA14 CFR 137, Agriculture Aircraft Operation or Transport Canada Standard Certificate of Airworthiness with a Special Certificate of Airworthiness for aerial firefighting.

4. The aircraft offered for this contract shall have a FAA Standard Airworthiness Certificate or Transport Canada Certificate of Airworthiness. The installation of all equipment on the aircraft shall be FAA approved for U.S. registered aircraft and Transport Canada approved for Canadian registered aircraft.

5. The aircraft shall be inspected (at the Contractors base of operations), approved and "carded" to the specifications of this contract by either the Department of Interior-Office of Aircraft Services or the USDA-Forest Service and the State of Alaska-Division of Forestry, Aviation Section.

6. The Contractor shall operate in accordance with the Contractor's approved operating specifications, all portions of 14 CFR 91, and each Certification required under this ITB.

I. FUEL REQUIREMENTS:

1. **All aircraft fuel to be used by the aircraft during the Exclusive Use period will be provided routinely by the State at all operating sites or otherwise reimbursed**

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to the Contractor. This is a DRY CONTRACT—the State will provide all the fuel necessary for the performance of this contract. The State will be reimbursed for fuel supplied by the State and not used on state business.

2. Grades of State-furnished fuel vary from location to location, and the Contractor shall use the grade available. Jet fuel will be available at each location in one of the following grades:

- a. Jet A;
- b. Jet A-50;
- c. Jet B;
- d. JP-4;
- e. JP-5; and
- f. JP-8.

3. The contractor will be responsible for the provision of ADI fluids that may be required for the operation of the aircraft. The State will provide EPA approved storage at designated locations based on operational needs.

J. REPLACEMENT OF AIRCRAFT:

In the event that the aircraft under contract is unavailable for technical reasons or is damaged beyond immediate repair, the Contractor shall furnish a replacement aircraft that meets the terms and conditions of the contract. In such case, a payment reduction for unavailability will be assessed as described in this ITB. Furthermore, the Contractor may be required to replace an aircraft that is suitable for the work being performed. An example would be a case in which excessive downtime or repeated equipment failure adversely affected execution of the contract.

Substitution of an aircraft will be permitted only when the substitution meets the minimum specifications and the substitution is approved by the State. The rate paid for substitute aircraft will not exceed the rate established for the aircraft under contract.

K. SPECIFIC CONDITIONS FOR FAIRBANKS AND PALMER:

1. Specific Conditions for Fairbanks Area:

a. Designated Base of Operations: The designated base of operations for the aircraft will be the Fort Wainwright/Ladd Army Base, Fairbanks, Alaska. As fire activity necessitates the aircraft may be moved to secondary bases/areas. The contract shall commence and terminate at the designated base.

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b. Equipment and Personnel Required: One aircraft tanker as specified in this ITB will be required with one pilot, one co-pilot and two mechanics with adequate provisions for routine and emergency mechanical maintenance. Rotation of pilots and mechanics will be permitted; however, all pilots and mechanics must meet qualifications and all terms of this contract.

c. Exclusive Use Period and Option for Extension of the Exclusive Use Period: The aircraft and pilots must be available for the exclusive use of the State, for the purpose set forth by the resultant contract, for the period commencing approximately 10:00 am May 12, 2018 through approximately 6:00 p.m. August 9, 2018. If the State exercises the extension period option(s), the Contractor will be notified at least 48 hours in advance.

1) The Exclusive Use period may be extended on a seven (7) day basis prior to or following the Exclusive Use period, at the sole discretion of the State, per the terms, conditions, specifications, and prices contained in this contract. Extension options will be agreed to a minimum of forty-eight (48) hours prior to the period.

An extension period of less than a (7) day block may be executed upon mutual agreement of the State and the Contractor.

2) For subsequent contract years, notification of the start date of the exclusive use period will be provided by the state no later than 90 days before the start of the exclusive use period. Extension periods will be handled in the same manner.

3) The start date may be adjusted via mutual consent between the Contractor and the Contracting Officer or representative after the notification of the start date.

d. Contractor Responsibility on Military Installations: Performance under this contract involves basing aircraft, support equipment and personnel on military installations. The State of Alaska has Support Agreements covering the use of the grounds and facilities. The contractor agrees to cooperate in the adherence to the terms of these agreements as a condition of performing under this contract.

e. Rules of Conduct and Regulations: The Contractor and its employees are expected to adhere to the rules of conduct and regulations prescribed by the military installation Commander applicable to civilians entering or doing business with the Government on military installations.

1) The contractor and its employees shall be required to maintain automobile insurance

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on company and personally owned vehicles that are used on the military installation. The minimum vehicle insurance levels are those required by the State of Alaska. A certificate of insurance is required for entry to Fort Wainwright. Vehicle operators shall be prepared to show proof of insurance upon request of the military.

2) Contractor shall submit the vehicle identification number (VIN) for all retardant ramp support vehicles to the Contract Officer at least 10 days prior to when such vehicles are to arrive at the site. The Government will reserve the right to require insurance on the restricted ramp site vehicles.

3) The Government will issue Fort Wainwright base vehicle passes at the Fort Wainwright front gate, Army Vehicle Registration Office. A driver's license, current registration, and auto insurance must be presented to the Provost Marshal's Office to obtain the pass.

4) All weapons in the aircraft survival kit must be registered with the Fort Wainwright Provost Marshal.

f. Use of Supporting/staging and Storage Space at Fort Wainwright, Alaska.

1) The Government will assign the Contractor a limited amount of space on or adjacent to the aircraft/fire suppressant material ramp for supporting its aircraft. The space is limited and will be apportioned (by the COR) based upon the number of aircraft furnished by the Contractor as well as the total space available for this purpose. Only serviceable spare parts and support equipment will be permitted to be stored in this area.

2) The Contractor will be required to keep their designated area clean and orderly. All items must be properly stored and/or disposed of. The use of this space is limited to the direct support of the contract aircraft. No other use is permitted.

3) The Contractor shall be required to comply with all State, Federal and local Environmental Protection (EPA) laws and regulations as well as those prescribed by the military installation Commander in the handling, storage, transportation, utilization and disposal of hazardous materials and waste such as oil solvents, etc. At the time of space assignment, the Contractor shall designate an individual responsible for hazardous waste management.

4) Occupancy of the space shall be limited to a period not to exceed 5 calendar days prior to and after the exclusive use period stated in the schedule or as established in the

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Notice to Proceed and any extension periods. Storage of a limited number of items outside this time period (i.e., winter period between contract options) shall only be permitted with the written permission of the COR. In the event that the State does not exercise an option to renew all items must be removed within 5 calendar days notice or as otherwise agreed upon. At the end of the contract term, including all options, all Contractor equipment, supplies, automobiles, and aircraft must be removed within 5 calendar days after the end of the exclusive use period.

5) All usage of the assigned area is subject to the approval of the COR. The State/Government assumes no responsibility/liability for loss of or damage to the Contractor's equipment stored at the site.

2. Specific Conditions for Palmer Area:

a. Designated Base of Operations: The designated base of operations for the aircraft will be the Division of Forestry, Palmer retardant ramp, 101 Airport Road, Palmer, Alaska. As fire activity necessitates the aircraft may be moved to secondary bases/areas. The contract shall commence and terminate at the designated base.

b. Equipment and Personnel Required: One aircraft tanker as specified in this ITB will be required with one pilot, one co-pilot and two mechanics with adequate provisions for routine and emergency mechanical maintenance. Rotation of pilots and mechanics will be permitted; however, all pilots and mechanics must meet qualifications and all terms of this contract.

c. Exclusive Use Period and Option for Extension of the Exclusive Use Period: The aircraft and pilots must be available for the exclusive use of the State, for the purpose set forth by the resultant contract, for the period commencing approximately 10:00 am May 3, 2018 through approximately 6:00 p.m. July 31, 2018. If the State exercises the extension period option, the Contractor will be notified at least 48 hours in advance.

1) The Exclusive Use period may be extended on a seven (7) day basis prior to or following the Exclusive Use period, at the sole discretion of the State, per the terms, conditions, specifications, and prices contained in this contract. Extension options will be agreed to a minimum of forty-eight (48) hours prior to the period. An extension period of less than a (7) day block may be executed upon mutual agreement of the State and the Contractor.

2) For subsequent contract years, notification of the start date of the exclusive use period will be provided by the state no later than 90 days before the start of the

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exclusive use period. Extension periods will be handled in the same manner.

3) The start date may be adjusted via mutual consent between the Contractor and the Contracting Officer or representative after the notification of the start date.

L. OPERATIONS:

1. FLIGHT OPERATIONS:

a. Security of Aircraft and Equipment. The Contractor is responsible for the security of their aircraft, vehicles, and associated equipment used in support of this contract.

b. Aircraft Physical Security. Any 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 to be used.

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.

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.

- 1) Keyed Magneto
- 2) Keyed Starter Switch
- 3) Keyed Master Power Switch
- 4) Hidden Battery Cut-Off Switches
- 5) Hidden Start Relay Switches
- 6) Throttle/Power Lever Lock
- 7) Mixture/Fuel Lever Lock
- 8) Locking Fuel Cut-Off
- 9) Locking Tie-Down Cable

Examples of Unacceptable Locking Devices & Methods include, but are not limited to, locking aircraft doors and fenced or gated parking area.

c. Tanker aircraft shall be limited to daylight hours and under VFR conditions only,

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while loaded with retardant. 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 predominate visibility shall be, to clearly see a physical object two statute miles from the aircraft.

2. FIRE SUPPRESSION OPERATIONS: The following operational practices shall be utilized to assure that air tanker operations are conducted with the lowest exposure to risk possible while remaining operationally capable of fighting fire. Air tanker operations shall use the Alaska Birddog Aerial Supervision Guide and “Interagency Aerial Supervision Guide” as a guide.

a. Safety Override of Operations: Any person, agency, or contractor has the authority to terminate operations when risk factors exceed acceptable limits. It is impossible to define any and all situations that may result in an unacceptable level of risk. Tanker crewmembers are expected to tell DOF management and aviation staff if they believe an inappropriate level of risk is being taken. Safety will not be compromised in any situation.

b. Air tanker Operations Currency: Air tanker operational currency is paramount to assure safe operations. During periods of inactivity, when the air tanker crews have not flown in the previous seven days, a proficiency air tanker drop shall be conducted and coordinated with a State ASM/Birddog crew. The proficiency flight shall include the dropping of water on a simulated tactical mission that is approved by the State. These currency missions are directed by the State and fully reimbursable.

c. Low Level Supervision: Whenever an airtanker is dispatched to a fire, low level supervision, Birddog or ASM, shall be ordered and dispatched to accompany the airtanker in low level operations.

M. MAINTENANCE REQUIREMENTS:

1. GENERAL:

a. The Contractor shall provide aircraft maintenance that meets or exceeds approved manufacture’s maintenance program including compliance with mandatory services bulletins and airworthiness directives for the air tanker in accordance with the maintenance control system that is described in the company’s maintenance control manual (MCM) and any applicable FAA or Transport Canada regulations and directives pertaining to the contracted aircraft. The State may request copies of the approved maintenance schedule from the contractor.

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- b. The Contractor must maintain a FAA or Transport Canada, Approved Maintenance Organization (AMO) and ensure that a competent person (Senior Manager) has been appointed to be responsible for the maintenance control system of the approved maintenance organization.
- c. The Contractor's approved maintenance program must have built in systems that address the aircraft being operated as an air tanker. The Contractor must continue to maintain and inspect the aircraft to the standards that address its use as an air tanker.
- d. All aircraft shall have sufficient hours remaining to permit completion of the operational season before requiring a major overhaul of the engines, propellers or the airframe.
- e. All periodic maintenance must be performed in periods of "stand down" or as approved by the Regional Aviation Manager or COTR and will not utilize the flight crew.
- f. The Contractor must supply, at the assigned base of operation for each air tanker, a minimum spare parts kit.
- g. The Contractor must have the capability to maintain, in operational condition, all radio and electronic equipment installed in the Air tanker at the primary base of operation for each aircraft.
- h. The contractor shall minimize fluid leakage from the aircraft and shall be responsible for any and all cleanup of fluid leakage on the ground.

2. AIRFRAME FATIGUE INSPECTION PROGRAM:

- a. The Contractor shall conduct aircraft appropriate inspections for corrosion and fatigue at the increased frequencies and schedules proscribed in their FAA or Transport Canada approved aircraft maintenance schedule.
- b. The Contractor shall inform the State when significant airframe fatigue and/or corrosion discrepancies are found along with the discrepancy repair schedule.

3. APPROVAL OF UNSCHEDULED MAINTENANCE: Authorization to temporally remove the aircraft from "on-duty" or "standby" status for maintenance purposes will be approved solely by the State COTR's and must be requested by the Contractor in advance of the maintenance. Availability will continue to be measured and paid throughout this period. During periods of approved maintenance, no longer than sixty minutes may elapse from the time dispatch orders are received by the pilot until the

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aircraft is airborne.

N. CONTRACTOR PERSONNEL REQUIREMENTS:

1. PILOT QUALIFICATIONS:

a. All pilots are required to meet interagency air tanker flight crewmember requirements regarding flight time experience and will be appropriately inspected and carded by the State of Alaska or the USDA or the DOI and rated to operate the aircraft in the United States. Captains (PIC) must be Initial Attack qualified. If Canadian, the Contractor shall supply Transport Canada licensed pilots as required in the interagency tanker guide.

b. The following minimum qualifications and experience:

1) Air tanker Pilots In Command (PIC):

- a) Valid Airline Transport Pilot Certificate;
- b) Valid Pilot Proficiency Check (PPC) on type of aircraft;
- c) Current Crew Resource Management (CRM) Training per Interagency Tanker Guide;
- d) Current Pilot Decision Making (PDM) Training per Interagency Tanker Guide;
- e) A minimum of 2000 Hours Flying Experience;
- f) A minimum of 500 Hours PIC Multi-Engine; and
- g) A minimum of 2 years air tanker Pilot Experience, including:
 - 1] 150 hours PIC as an air tanker Pilot;
 - 2] A minimum of 200 hours mountain flying experience; and
 - 3] Flown a minimum of 100 hours in the past 12 months.

2) Air tanker Co-Pilots/Second in Command (SIC):

- a) Valid Airline Transport Pilot Certificate;
- b) Valid Pilot Proficiency Check (PPC) on type;
- c) Current Crew Resource Management (CRM) Training per Interagency Tanker Guide;
- d) Current Pilot Decision Making (PDM) Training per Interagency Tanker Guide;
- e) A minimum of 1500 Hours Flying Experience;
- f) A minimum of 500 hours PIC Multi-Engine;
- g) A minimum of 200 hours Mountain Flying Experience; and
- h) Flown a minimum of 100 hours in the past 12 months.

2. PERSONAL PROTECTIVE EQUIPMENT (PPE): 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 made of all leather uppers that come

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above the ankles. All clothing shall overlap to prevent exposure to flash burns.

3. AIRCRAFT MAINTENANCE PERSONNEL QUALIFICATIONS:

a. The Contractor shall supply, per contract, a minimum of two FAA fully licensed and rated Airframe and Powerplant Mechanics, one of which shall have Inspection Authorization (for each aircraft)

OR

One Transport Canada, fully licensed Aircraft Mechanic Engineer (AME) (one for each aircraft) and one Transport Canada apprentice AME (one for each aircraft) to properly maintain and repair the contracted aircraft.

b. Maintenance Personnel and proper maintenance are essential to safety, therefore, maintenance personnel must reposition when their assigned air tanker is repositioned. Anytime the air tanker is repositioned by the State, the State will be responsible for repositioning the air tanker Maintenance Personnel.

c. Aircraft Maintenance Personnel must have the required endorsements to conduct maintenance on the contracted aircraft and have current Human Performance in Aviation Management (HPIAM) or Human Factors in Maintenance training.

d. During periods of increased activity, sufficient off duty rest for Aircraft Maintenance personnel shall be addressed by the Contractor.

4. ADDITIONAL CREW MEMBERS:

a. At the State's option the contractor will provide, at the contractor's cost, at least one additional flight crewmember qualified as both a captain and co-pilot to be available to cover days off for primary crewmembers for the season. The State will stagger days off for air tanker crewmembers to allow one additional crewmember to cover days off.

b. At the request of the State and concurrence by the Contractor the Contractor may provide additional qualified flight crew member(s) in emergency conditions. In addition to a daily rate the state will provide or reimburse the contractor for all transportation costs and subsistence for the emergency crew member(s) while they are assigned to this contract regardless of duty location.

5. SUBSTITUTION OF PERSONNEL: At the discretion of the State the Contractor may substitute the aircraft or personnel during performance of the contract provided

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each substitution is inspected and accepted in accordance with the contract. This contract requires that at the beginning of each season the pilots and State crewmembers will conduct early season flight training. The State may require the Contractor to provide equal flight time to the replacement pilot as given to the pilot being replaced. The training shall be at no additional cost to the state and will not exceed 2 hours of flight time.

6. TRANSPORTATION FOR CREW MEMBERS: When the aircraft is at an alternate location other than the designated base the State will be responsible for moving crewmembers from the alternate location to the designated base for days off and coverage.

7. CREW SUBSISTENCE AND QUARTERS: The Contractor is responsible for the housing, transportation and subsistence of the flight crew (Pilots and Mechanics) at or near the designated base (exception – Alert Schedule and Duty Limitations subsection a takes priority with regards to food and drinks). When the air tanker and crew are away for the base, the State will provide lodging, transportation and meal accommodations. If, at the option of the State, the State does not provide meals, transportation and/or lodging for the crew when away from the designated base, the State will pay an allowance for each night that the authorized crewmember is required to remain away from the designated base. The allowance is to be at a rate commensurate with the rate applicable to State employees for the geographical area in which assigned and documented on the flight record form.

O. SAFETY AND TRAINING REQUIREMENTS: Operational practices shall be established to assure that air tanker operations are conducted with the lowest exposure to risk possible while remaining operationally capable of fighting fire. If either party of this contract believes safe operations are being compromised it is the duty of the individual or organization to immediately address the problem by reporting it through established systems identified in this contract.

1. MINIMUM TRAINING REQUIREMENTS: The contractor will be required to adhere to their FAA or Transport Canada approved training program and allow State aviation personnel to attend said program, when requested by the State. At a minimum the contractor's training plan must include:

a. Ground Training:

- 1) Aircraft Ground School;
- 2) Aircraft General;
- 3) Power plant; and

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4) Performance.

b. Flight Training:

- 1) Preflight Inspection;
- 2) Taxi Operations;
- 3) Take Offs – All Types;
- 4) Stalls;
- 5) Weights & Balance;
- 6) Limitations; and
- 7) Emergency Procedures.

c. Crew Resource Management:

- 1) Human Factors; and
- 2) Fire Fighting Operations.

d. Standards & Procedures:

- 1) Steep Turns;
- 2) Slow Flight;
- 3) Firefighting Profiles;
- 4) Retardant Drops;
- 5) IFR Operations: Departure Procedures, In-Route Procedures, ILS, LOC, VOR & GPS Approaches;
- 6) Emergency Procedures;
- 7) Landings; and
- 8) Post Flight Procedures.

2. SAFETY PROGRAM MANAGER: The Contractor shall have in its employ a full-time year-round Company Safety Manager, whose only duties on an annual basis is the management of the Company Safety Program and whose purpose is to assure the Company is always operating at the highest level of safety. Additionally, an FAA or Transport Canada approved Safety Management System (SMS) must be in place.

3. AVIATION HAZARD REPORTING:

a. The Contractor shall provide to its employees a written hazard reporting system within the company, which provides personnel with a system of documenting and reporting potential hazardous situations. The Contractor shall have systems in place to respond to reported hazards and take appropriate action. The Contractor shall provide the State with information that is reported by its employees that has the potential to

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affect safe air tanker operations in Alaska.

b. The State of Alaska incorporates the “SAFECOM” aviation hazard reporting system in to its operations, on a statewide basis. The State shall provide the Contractor with information that is reported by its employees that has the potential to affect safe air tanker operations in Alaska.

4. FLIGHT OPERATIONS TRAINING AND CHECKS:

a. Both the Contractor and the State of Alaska shall train and qualify their flight crews (the Contractor’s air tanker crews and State of Alaska Aerial Supervision Module (ASM) and Birddog crews) to the standards written in their respective flight crew training programs.

b. The Contractor shall provide Crew Resource Management (CRM) training to all of its flight crewmembers once every 3 years and shall check its flight crew members annually for proper application of CRM training on the flight deck during training mission prior to the Exclusive Use start date. The Contractor will provide the State with a copy of the Company CRM training curriculum to be used.

c. The Contractor shall provide Human Factors Training to its Flight Crew Members every 3 years.

d. The Contractor will provide the State with a copy of the Human Factors Training curriculum to be used.

e. The State of Alaska operates its “Aerial Supervision Birddog Module” using the Alaska Birddog Aerial Supervision Guide and the Interagency Aerial Supervision Guide as a guide. All DOF Aerial Supervision crewmembers shall remain current per the referenced guide including current CRM training.

f. The contractor air tanker crews operating under this contract and State of Alaska ASM/Birddog plane crews shall conduct annual fire operations training together, to a curriculum agreed upon by both parties, the contractor and the State. As a minimum, the curriculum shall contain classroom training regarding Standard Terminology, Strategy, Tactics, and Objectives in Aerial Firefighting Operations by the State, Standard Operating Procedures, Safety Standards, and Interagency Operations. In addition to the classroom training the contractor air tanker crews and State of Alaska ASM/Birddog crews shall annually conduct flight operation training that covers the following minimum topics:

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- 1) Approaching the Fire Environment;
- 2) Arrival over the Fire;
- 3) ASM/Birddog Tanker Coordination;
- 4) Low Level Operations;
- 5) Post Drop Procedures;
- 6) Departure Procedures; and
- 7) Emergencies.

The training will be conducted each spring. The Contractor shall be responsible for all cost associated with air tanker flight costs and the State shall be responsible for all cost associated with ASM/Birddog training operations. The training will be held annually at the Contractor's base of operations, pending annual out of state travel approval for State employees.

g. The Contractor shall conduct at least one in-flight route check for each of its primary air tanker crews by a company pilot inspector, during actual fire missions conducted for the State. The inspector shall check for proper SOP, CRM, Communications, Piloting of Aircraft and Safe Operations.

P. CONTRACT ADMINISTRATION:

1. RECORDING FLYING TIME:

"Flying time" per this contract is the time from wheels rolling to wheels stop. Initial warm up time in the blocks will not be considered as flight time. Flying time must be recorded daily on the State provided form No.10-3133 and be available for audit by State personnel. Time will be recorded in hours and hundredths.

If a dispatch is cancelled after two engines are operating, or if ordered for repositioning to or from the retardant loading area (i.e. changes in rotation, going on day off, returning from day off, refueling out of pit area) payment will be made at 1/10th of the flight rate and coded appropriately.

CONVERSION CHART - MINUTES TO TENTHS

Minutes	Time
1-6	.1
7-12	.2
13-18	.3
19-24	.4
25-30	.5
31-36	.6

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37-42	.7
43-48	.8
49-54	.9
55-60	1.0

2. UNPAID FLIGHT TIME: Payment for flight time will not be made for:

- a. Initial reporting and removal of aircraft;
- b. The initial transport of the Contractor crew and support personnel to and from the primary base; or
- c. Flights for the benefit of Contractor such as maintenance test flights, ferrying to and from maintenance facilities, required flight, following an engine change or other major maintenance event as determined by the COTR, transportation of Contractor support personnel except on a space available basis.

3. AVAILABILITY:

- a. The aircraft will be made available for exclusive use for the State of Alaska, Division of Forestry for a period of 90 days starting approximately May 1 of each year and ending approximately July 29. This period may be adjusted provided adequate notification is given to the contractor.
- c. During the Exclusive Use period and any extension period, the aircraft and crew must be available for use by the State twenty-four (24) hours per day, seven (7) days per week, except that the crew is subject to the limitations specified in Alert Schedule and Duty section of this contract.

4. UNAVAILABILITY:

- a. Services must be recorded as unavailable whenever Contractor fails to comply with the takeoff requirements described in this section or if Contractor fails to provide or maintain other equipment meeting the specifications of this contract. Service will continue to be recorded as unavailable until the discrepancy is corrected.
- b. One-tenth (1/10) of the daily availability rate will be deducted from payments for each hour or portion thereof that service is listed as unavailable. However, the deduction for unavailability will not exceed ten-tenths (10/10) per day.
- c. During periods of unavailability and no suitable substitute aircraft is provided the

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State reserves the right to obtain similar services elsewhere and charge the Contractor for any resulting excess costs.

d. Unavailability in excess of three (3) full consecutive calendar days or in excess of an accumulated ten (10) percent of one season's availability period (90 days) may cause the State to declare the contractor in default and terminate the contract for the current period.

5. NORMAL STAND-BY: The first nine (9) hours will be considered the base or normal standby hours. A schedule of operations will be planned by the State and coordinated with the pilot. During times of low or high fire activity, alternate schedules and dispatch requirements may be assigned by the State.

6. REPORTING CREW FLIGHT AND DUTY TIME: Crew duty and flight time shall be reported to local dispatch by the flight crew and used to administer flight time and duty time limitations. Flight time to and from a duty station as a flight crewmember (commuting) shall be reported and counted toward limitations. Flight time includes:

- a. Military flight time;
- b. Charter;
- c. Flight instruction;
- d. Flight reviews;
- e. Flight examinations by FAA designees;
- f. Any flight time for which flight crewmembers are compensated;
- g. Any other flight time of a commercial nature; and
- h. Flight crewmembers shall be limited to the following flight hour and duty hour limitations. Duty includes flight time, ground duty of any kind, and standby or alert status.

7. ALERT SCHEDULE AND DUTY LIMITATIONS:

a. Air tanker flight crews will adhere to the following Alert Standards, subject to Operator's Operations Certificate, any applicable Operations Specification's and the applicable flight time and duty limitations. Air tanker flight crews will be advised at approximately 18:00 each day for the beginning Alert for the following day. Alerts may be up-graded or down-graded throughout the day. The Alert Standards are as follows:

- 1) **Red:** Personnel must be located at the airbase and available for immediate departure;
- 2) **Yellow:** Personnel must be available for departure from the airbase within 30

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minutes;

- 3) **Blue:** Personnel must be available for departure from the airbase within 1.1 hours;
- 4) **Blue 2:** Personnel must be available for departure from the airbase within 2.0 hours; and
- 5) **Green:** The Air tanker crew is off-duty (released from stand-by obligations) and can be away from base for a specified period.

Air tanker flight crews can be considered as being on a day-off (free from duty) if the aircraft does not fly and the members are not called to report to the air tanker base when on Blue Alert. In order for this day to be considered as a day off the crew must have been notified of the Blue alert at least 12 hours in advance. Air tanker flight crews will be provided meals, ice, and drinks at the Government's expense in order to sustain firefighting operations. If the crews are required to be on site/base due to potential fire emergencies, or the crew is flying, then appropriate meals shall be provided. In addition, extended standby ordered by the government in excess of one hour requires an appropriate meal to be provided.

b. All flight crewmembers shall have 3 periods of 24 hours free from duty in any 30 day period and 13 periods of 24 hours free from duty within any 90 day period.

c. If flight crewmembers have had 5 consecutive 24 hour periods free from duty, they can work 42 consecutive days as long as that is followed by another 5 consecutive 24 hour periods free from duty.

d. All flight crewmembers shall have a minimum of 10 consecutive hours of rest (off duty) not to include any pre-flight or post-flight activity prior to any assigned duty period.

e. Time spent by a flight crewmember traveling to or from a duty assignment and not local in character (greater than a 30 minute commute) shall not be considered part of a crew rest period.

f. A maximum of 8 hours flight time during any assigned duty period.

8. INTERAGENCY AIRCRAFT USE:

a. The State has interagency and cooperative agreements with other State, Federal, and Canadian Government agencies and may be dispatched under this contract for such cooperative use. Additional air tankers may also be requested and dispatched, as

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available and mutually agreed, under this contract at the same rates, terms and conditions.

b. In carrying out operations under interagency use, by a cooperating agency, the Contractor will:

- 1) Work under the direction and operational control of the cooperating agency and not the State;
- 2) Carry out requested operations by the cooperating agency; and
- 3) Cooperate with agency to obtain specific directions, and to be appropriately advised of the operations required and to give appropriate advice to the cooperating agency regarding the operations to be carried out.

c. The State shall have no duties, obligations, responsibilities or liabilities to the Contractor or to any cooperating agency or person for anything done or omitted to be done by the Contractor, cooperating agency, or any person during, in the course of or relating to the interagency use.

d. The only obligation of the State to the Contractor for and during the course of interagency use will be to pay, to the Contractor, the hourly and daily availability charges on the terms and conditions specified herein.

e. Unless otherwise specified in writing, the State may at any time without prior notice order the immediate recall of any aircraft specially assigned to interagency use.

9. EXTRAORDINARY INTERAGENCY COST:

a. If the State directs the Contractor to provide the services under this contract for interagency use, the rates, terms, and conditions set out in the contract shall apply during interagency use. The direction will be in writing from the State to the Contractor.

b. In addition to the standard rates and fees identified in this ITB, the Contractor will be paid for the following extra costs if those costs are directly attributed to the interagency use and away from the designated bases:

- 1) Costs for shipping parts from Alaska or the Contractor's main operations base to the place of interagency assignment;
- 2) Away from base and out-of-State crew travel costs incurred for the operations;
- 3) Fuel and oil costs for transit if incurred while operating away from the designated

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base and paid for by the Contractor; and

4) Other extra operational costs the State, in its sole discretion, agrees to pay.

10. INSPECTIONS:

a. Post Award Inspection: Aircraft must be available for inspection within 45 days after contract award. The Contractor shall pay all travel costs associated with including per diem costs for 2 state personnel to inspect the aircraft at the Contractor's location. Failure to schedule an inspection within the time frame above may cause the state to declare the contractor non-responsive and terminate the contract.

b. DOF Pre-Use inspection: Prior to the Exclusive Use period, two personnel designated by the Division of Forestry will conduct an inspection of the aircraft, at the contractor's main base of operations, each year before the start of the fire season. Any discrepancies found during this inspection will be corrected at the contractor's expense. The contractor shall pay all travel, lodging and per diem costs associated with this inspection.

The Contractor and Division of Forestry Aviation Staff will develop a pre-use inspection report form. Performance tests, including but not limited to, take-off, landing, and tactical flying to ascertain that the aircraft and pilot meet specifications required in this contract, may be performed at this time.

Pilot check rides may be required by the State and will not exceed two hours of flight time for each pilot. All check rides shall be performed in an aircraft of like make and model offered by the Contractor at the Contractors expense. Any inspection of additional aircraft or personnel after this inspection shall be at the Contractor's expense.

In the event that re-inspection is necessary because the aircraft did not comply with the specifications at the time of initial pre-use inspection, the re-inspection costs incurred by the State will be charged to the Contractor. Such costs will include actual costs of transportation, per diem, and overtime of the State inspector. The Contractor shall give 72 hours advance notice to the State when the aircraft is ready for re-inspection.

c. DOF Inspections during Operations: At any time during operation under this contract, the State may make, or cause to be made, such tests and inspections deemed necessary to determine that equipment and pilot(s) currently meet the contract specifications.

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

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performance failure to correction of such failure. Inspection by the State 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. When 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 State of the correction of the failure.

At the time of inspection and throughout all exclusive use and extension periods the aircraft will comply with all specifications set forth herein.

11. OTHER SERVICES:

If either the state or the contractor have recommendations for improvements in any areas of the scope of work: Aircraft, Maintenance, Contractor Personnel, Safety and Training or Contract Administration, either party may provide proposals to modify the agreement. Any such proposals must be mutually agreed to and within the general scope of this contract.

If the proposal would result in a change in any of the terms or conditions of the agreement or an increase or decrease in cost, a written amendment will be developed by the Contracting Officer and signed by all parties to the contract.

If the proposal simply clarifies or further defines a requirement or specification of the contract with no direct cost impacts, and is agreed to in writing by both parties, a copy of the signed correspondence will be forwarded to the contracting officer and made a part of this contract without a formal amendment.

12. UNSATISFACTORY PILOT OR MECHANIC PERFORMANCE:

a. The State may determine at any time during the term of the contract whether or not the operation, performance, physical fitness, adaptability to field living or skill of the pilot or mechanic is unsatisfactory. If such a determination is made the aircraft may be grounded at the option of the Contracting Officer, Contracting Officer's Technical Representative, Contracting Officer's Representative, or the State DOF Aviation Supervisor.

b. If the State 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.

c. Brief illness or injury (such as common cold, flu or small burns or cuts) shall not be

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considered cause for dismissal, unless it impairs the accomplishment of the mission.

d. If the aircraft is grounded because the pilot or mechanic is determined to be unsatisfactory, the payment reductions outlined in this ITB and the resulting contracts will be assessed.

e. Failure of the pilots and crew to respond in a timely manner to alerts will warrant his dismissal from the contract and replacement with another qualified pilot or crewmember by the Contractor within 24 hours.

13. ACCIDENT / INCIDENT: The Contractor will provide to the State 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 agrees to cooperate fully in any investigation and provide any needed records of an accident/incident during this contract. Adhering to applicable State and Federal regulations is expected of the Contractor in order to protect life and health and to prevent any accidents during the performance of this contract.

Q. PAYMENT PROVISIONS:

1. CONTRACT UNIT PRICES:

a. The contractor will be paid for actual work completed based on a guaranteed 90 days of daily availability plus extensions at ***\$4,000.00 per flight hour***.

b. Optional costs for one back-up crew member and other direct expenses as agreed to in this contract.

c. Emergency Back-up Crew Member Daily rate for each (Optional) Crew Member: ***\$780.00***.

2. BILLING INSTRUCTIONS:

a. Payments will be made based on completion of individual units for each of the two contracts for Palmer and Fairbanks, Alaska. The contractor will submit invoices to:

1) FAIRBANKS AIR TANKER:

State of Alaska

DNR/Division of Forestry

ATTN: Robert McAlpin, ph: 907-451-2676; email Robert.mcalpin@alaska.gov

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3700 Airport Way
Fairbanks, Alaska 99709

2) PALMER AIR TANKER

State of Alaska
DNR/Division of Forestry
ATTN: Chris Olson, ph: 907-761-6231; email chris.olson@alaska.gov
101 Airport Road
Palmer, Alaska 99645

b. The Division of Forestry will make payment only after verifying that the services have been provided in accordance with the contract requirements. Modifications to the Contractor's invoice, resulting from defective work or improper billing procedures, shall only be made following written notice to the Contractor. Questions or disputes concerning the Contractor's payment must be presented in writing to the Contracting Officer.

Payment will be made only for flight time authorized by the State contracting officers or representatives.

R. FIRST AID AND SURVIVAL KITS:

These are the minimum required items for flight activities conducted in Alaska, the continental US (lower 48), and Canada.

Each kit must be in a dust and moisture proof container and must be readily accessible to the pilot and passengers.

1. Minimum First Aid Kit Items:

No.	Description	Count each
1.	Adhesive Bandage Strips, 3 inches long	8
2.	Antiseptic or Alcohol Wipes (packets)	10
3.	Bandage Compresses, 4 inches	2
4.	Triangular Bandage, 40 inches (sling)	2
5.	Roller Bandage, 4 inches x 5 yards (gauze)	2
6.	Adhesive Tape, 1 inch x 5 yards (standard roll)	1
7.	Bandage Scissors	1
8.	Body Fluid Barrier Kit containing	1
	a. Latex or Nitrile Gloves, 2 pair	
	b. Face Shield, 1 each	
	c. Mouth-to-Mouth Barrier, 1 each	

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	d. Protective Gown, 1 each	
	e. Antiseptic Towelettes, 2 each	
	f. Biohazard Disposable Bag, 1 each	
9.	Splints are recommended if space permits.	

2. Minimum Aircraft Survival Kit Items for Alaska:

No.	Description
1.	Knife
2.	Signal Mirror
3.	Signal Flares (6 each)
4.	Matches (2 small boxes in waterproof containers)
5.	Space Blanket (1 per occupant)
6.	Water (1 quart per occupant; not required when operating over areas with adequate drinking water)
7.	Food (1 week emergency rations per occupant)
8.	Candles (6 each)
9.	Water Purification Tablets (1 package)
10.	Collapsible Water Bag
11.	Whistle
12.	Magnesium Fire Starter
13.	Nylon Rope or Parachute Cord (50 feet)
14.	Axe or Hatchet
15.	Mosquito Headnet for each occupant
16.	Insect Repellent for each occupant
17.	Small Gill Net and Assortment of Fishing Tackle (hooks, flies, lines, sinkers, spinners, etc.)

S. ADDITIONAL AIRCRAFT MARKINGS: The aircraft shall be painted with high visibility paint, which contrasts with the primary paint scheme. High visibility paint shall be applied to the minimum areas as outlined below.

1. Nine square feet from the outboard tips inboard on the upper and lower surface of the wings.
2. Six square feet from the outboard tips inboard on the upper and lower horizontal stabilizer surface.
3. Six square feet from upper portion downward on both sides of the vertical surface of the rudder assembly or aircraft structure immediately adjacent to the tail assembly.
4. Contrasting paint(s) shall be applied to the camber side of the propeller blade tips. At

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a minimum, the area from the tip to approximately six inches inboard on each blade shall be contrasting.

III. BID SCHEDULE AND BIDDER INFORMATION.

Bid Schedules with Bidder Information and Amendment acknowledgement for each Lot (Area) will be attached separately to this ITB.

IV. BIDDER'S CHECKLIST

This checklist is provided as a courtesy to prospective bidders. While every effort has been made to ensure this checklist is complete it is still the bidder's responsibility to make sure they comply with all requirements of this ITB. Items shown below are to be included with your bid. Failure to submit these items may cause the State to reject your bid as being non-responsive.

1. One completed Page 1 of this ITB with Authorized Signature. If you do not know the "Vendor ID" leave it blank.
2. A completed Bid Schedule for each Lot (Area) that you are bidding on.
3. One copy of Certifications as required by Section II, paragraph H, Certifications.
4. One signed copy of any Mandatory Return amendment(s) issued for this ITB. Acknowledging receipt of Mandatory Return amendment(s) on the "Amendment(s)" line in the Bid Schedule will be acceptable.
5. One completed copy of the federal Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form.
6. One copy of the bidder's DD214 or equivalent with Social Security or serial number, date of birth, and other Privacy Act information redacted or "inked" out if claiming the Alaska Veteran's preference.
7. One copy of the certification letter issued by the Division of Vocational Rehabilitation with your bid if claiming the Employment Program or Alaskans with Disabilities preference. Failure to provide a copy of the certification letter with your bid will result in disallowance of the preference.
8. Bidders are reminded that:

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- a. Bids must be received in their entirety **in the DNR Procurement Office** prior to the current Deadline for Responses and late bids will be determined non-responsive and will be rejected;
- b. Bidders must possess a current Alaska Business license at the Deadline for Responses if they are claiming an Alaska Bidders preference or prior to contract award; and
- c. Current proof of insurance will be required prior to the contract start date of January 1, 2018.

*******END OF SECTION*******

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**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE
FOLLOWING PAGE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

The prospective recipient of Federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective recipient of Federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Name and Title of Authorized Representative: _____.

Signature: _____

Date: _____.

1. Is this company enrolled in the Federal System for Awards Management (SAM)? YES NO
2. If Yes, please provide either the DUNS Number _____ or the Cage Code _____.
3. If No, the company must be enrolled in SAM before a contract can be signed or payment made on a contract involving Federal funds. Failure to do so will result in cancellation of the contract.

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Instructions for Certification

1. By signing and submitting this Proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

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BID SCHEDULE

LOT 1, FAIRBANKS AREA

The State guarantees 90 calendar days exclusive use (availability) period per year. Hourly flight rate is fixed at **\$4,000.00 per hour**. The State estimates 100 flight hours however this is only an estimate and the actual number of hours may vary more or less during actual contract performance. The State guarantees a minimum of 50 flight hours per contract, per season, to be flown in performance of the contract. ***All hours flown will be paid at the fixed hourly flight rate of \$4,000.00 per hour.***

All aircraft fuel to be used by the aircraft during the contract period will be provided routinely by the State at all operating sites or otherwise reimbursed to the Contractor. This is a DRY CONTRACT - the State will provide all the fuel necessary for the performance of this contract. The State will be reimbursed for fuel supplied by the state and not used on state business. Start contract FULL (contractor fills); end of contract FULL (State fills).

BIDDER INFORMATION:

Name:
Address:
Contact Person Name:
Contact Person Telephone Number:
Contact Person Email Address:

BID PRICE:

Availability Rate per day	Multiplied by Exclusive Use Period	Per Season
\$	90 days	\$

AIRCRAFT DATA:

Aircraft Make and Model:	
Aircraft Date of Manufacture:	
FAA / Transport Canada License Number:	
FAA / Transport Canada Airworthiness Certification:	
Engine Make and Model:	
Fuel Capacity:	Fuel Consumption:
Retardant Tank and Gating System:	
Retardant Load in Pounds: lbs.	Fully Loaded Airspeed: kts
Aircraft Available for Inspection at:	
Contact Name:	Telephone Number:

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CHECK ONE:

<input type="checkbox"/>	MY OFFER <u>MEETS</u> THE SPECIFICATIONS AND REQUIREMENTS.
<input type="checkbox"/>	MY OFFER <u>DOES NOT MEET</u> THE SPECIFICATIONS AND REQUIREMENTS.

Preference Certification:

ITEM	QUESTION	YES	NO
1.	Does your company qualify for the Alaska Bidder's Preference?		
2.	Does your company qualify for the Alaska Veteran's Preference? If yes, provide a copy of your DD 214 with your service/social security number, date of birth, and other Privacy Act protected information redacted or "inked" out.		
3.	Does your company qualify for the Alaskans with Disabilities preference? If yes, you must provide a copy of your certification letter issued by the Division of Vocational Rehabilitation to receive this preference.		
4.	Does your company qualify for the Employment Program Preference? If yes, you must provide a copy of your certification letter issued by the Division of Vocational Rehabilitation to receive this preference.		

Prompt Payment Discount: If invoices are paid within 15 days, the State will receive a _____% prompt payment discount as specified within this ITB.

Amendment(s): The bidder acknowledges receipt of the following amendment(s) issued for this ITB: _____.

REMINDER: Bidders should review Section IV, Bidder's Checklist, shown in the ITB, to ensure required information is provided with their bid.

*******END OF BID SCHEDULE FOR LOT 1, FAIRBANKS*******

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BID SCHEDULE

LOT 2, PALMER AREA

The State guarantees 90 calendar days exclusive use (availability) period per year. Hourly flight rate is fixed at **\$4,000.00 per hour**. The State estimates 100 flight hours however this is only an estimate and the actual number of hours may vary more or less during actual contract performance. The State guarantees a minimum of 50 flight hours per contract, per season, to be flown in performance of the contract. ***All hours flown will be paid at the fixed hourly flight rate of \$4,000.00 per hour.***

All aircraft fuel to be used by the aircraft during the contract period will be provided routinely by the State at all operating sites or otherwise reimbursed to the Contractor. This is a DRY CONTRACT - the State will provide all the fuel necessary for the performance of this contract. The State will be reimbursed for fuel supplied by the state and not used on state business. Start contract FULL (contractor fills); end of contract FULL (State fills).

BIDDER INFORMATION:

Name:
Address:
Contact Person Name:
Contact Person Telephone Number:
Contact Person Email Address:

BID PRICE:

Availability Rate per day	Multiplied by Exclusive Use Period	Per Season
\$	90 days	\$

AIRCRAFT DATA:

Aircraft Make and Model:	
Aircraft Date of Manufacture:	
FAA / Transport Canada License Number:	
FAA / Transport Canada Airworthiness Certification:	
Engine Make and Model:	
Fuel Capacity:	Fuel Consumption:
Retardant Tank and Gating System:	
Retardant Load in Pounds:	Fully Loaded Airspeed:
lbs.	kts
Aircraft Available for Inspection at:	
Contact Name:	Telephone Number:

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CHECK ONE:

<input type="checkbox"/>	MY OFFER <u>MEETS</u> THE SPECIFICATIONS AND REQUIREMENTS.
<input type="checkbox"/>	MY OFFER <u>DOES NOT MEET</u> THE SPECIFICATIONS AND REQUIREMENTS.

Preference Certification:

ITEM	QUESTION	YES	NO
1.	Does your company qualify for the Alaska Bidder's Preference?		
2.	Does your company qualify for the Alaska Veteran's Preference? If yes, provide a copy of your DD 214 with your service/social security number, date of birth, and other Privacy Act protected information redacted or "inked" out.		
3.	Does your company qualify for the Alaskans with Disabilities preference? If yes, you must provide a copy of your certification letter issued by the Division of Vocational Rehabilitation to receive this preference.		
4.	Does your company qualify for the Employment Program Preference? If yes, you must provide a copy of your certification letter issued by the Division of Vocational Rehabilitation to receive this preference.		

Prompt Payment Discount: If invoices are paid within 15 days, the State will receive a _____% prompt payment discount as specified within this ITB.

Amendment(s): The bidder acknowledges receipt of the following amendment(s) issued for this ITB: _____.

REMINDER: Bidders should review Section IV, Bidder's Checklist, shown in the ITB, to ensure required information is provided with their bid.

*******END OF BID SCHEDULE FOR LOT 2, PALMER*******