

Invitation to Bid

Department of Natural Resources

NUMBER

ITB 10 180000010 - 1

DATE OF ISSUE

August 18, 2017

TITLE OF SOLICITATION:

Exclusive Use Helicopters - Tok, McGrath, and Soldotna Areas

DEADLINE FOR RESPONSES:

September 20, 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 exclusive use helicopter charter services with qualified pilots and mechanics for fire management missions in McGrath, Soldotna, and Tok, Alaska. Additional information on required services can be found within this ITB.

There will be NO pre-bid conference held for this ITB.

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
09/07/17	Questions Due
09/20/17	Solicitation Closing Date/Time

LINE ITEMS

Line No.	Description			Quantity	Unit	Unit Cost
1	Exclusive Use Helicopter Services for the McGrath area					
Start Date		End Date	Delivery Date	F.O.B. Point		Extended Line Total
01/01/18		12/31/18				
Extended Description: Exclusive Use Helicopter Services for the McGrath area as specified within this ITB. DO NOT ENTER COST ON THIS LINE. ENTER COST ONLY ON THE BID SCHEDULE ATTACHED TO THIS ITB.						
Line No.	Description			Quantity	Unit	Unit Cost
2	Exclusive Use Helicopter Services for the Soldotna area					
Start Date		End Date	Delivery Date	F.O.B. Point		Extended Line Total
01/01/18		12/31/18				
Extended Description: Exclusive Use Helicopter Services for the Soldotna area as specified within this ITB. DO NOT ENTER COST ON THIS LINE. ENTER COST ONLY ON THE BID SCHEDULE ATTACHED TO THIS ITB.						
Line No.	Description			Quantity	Unit	Unit Cost
3	Exclusive Use Helicopter Services for the Tok area					
Start Date		End Date	Delivery Date	F.O.B. Point		Extended Line Total
01/01/18		12/31/18				
Extended Description: Exclusive Use Helicopter Services for the Tok area as specified within this ITB. DO NOT ENTER COST ON THIS LINE. ENTER COST ONLY ON THE 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 180000010

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.180000010 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. SUBCONTRACTOR(S): 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 Date and Time for this ITB is 2:15 p.m. 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 a term contract to provide exclusive use helicopter charter services with qualified pilots and mechanics for fire management missions in the McGrath, Soldotna, and Tok, Alaska areas for the Department of Natural Resources, Division of Forestry.

10. PREBID 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 who may be reached by telephone at 907-761-6272. The COTR for maintenance issues has complete authority for maintenance approval, records review, aircraft and pilot inspections, and to assign helicopter 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.

e. The Helicopter Manager is the State of Alaska, Division of Forestry person on site with the aircraft ensuring that the contract stipulations are being met.

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.

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Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Procurement Officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

Proof of insurance is required for the following:

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

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.

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, unqualified, and unconditional offer, the state reserves the right to request supplemental

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

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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 from January 1, 2018 through December 31, 2018 with the option to renew for four (4) additional one (1) year terms under the same terms and conditions as the original contract. Renewals are to be exercised solely by the state. If all renewal options are exercised the contract will expire on December 31, 2022.

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

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between the CPI in effect for the base year six month average January through June, 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

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Administrative Requirements section of this ITB.

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. This figure will be used for evaluation and award of the contracts. Hourly flight rate is fixed at \$1,450.00 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 does not guarantee any minimum or maximum number of hours to be flown in performance of the contract. All hours flown will be paid at the fixed hourly flight rate of \$1,450.00 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 3 lots shown on the Bid Schedule: Lot 1, McGrath area; Lot 2, Soldotna area; and Lot 3, Tok 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

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lot(s) to the next lowest responsive and responsible bidder for those lot(s).

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 helicopter.
- b. Location at which the bidder's helicopter 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 helicopter, 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. The bidder may be required to submit a complete list of all its helicopter 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.

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

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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. SUBCONTRACTORS: Subcontractors **are not allowed** for any contract resulting from this ITB.

B. GENERAL REQUIREMENTS:

1. SCOPE OF CONTRACT: This bid is to contract for three "Medium" Helicopters, one for McGrath, one for Soldotna, and one for Tok, which meet the minimum general requirements outlined in this ITB.

The intent of this contract is to obtain helicopter flight service to support the State of Alaska, Division of Forestry, Wildland Fire Management Program and other State missions as required in these three areas. The types of service that the aircraft will generally be required to perform include, but not limited to:

- a. Transportation of personnel, equipment and supplies;
- b. Fire patrol, reconnaissance, or detection flights;
- c. Transportation of cargo, internal and external;

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- d. Search and rescue missions;
- e. Transportation to and from remote areas supporting resource missions; and
- f. Aerial attack on wildfires with external water bucket with a minimum 320 US gallon capacity. Smaller capacity buckets will not be allowed unless otherwise specified.

The aircraft will be required to operate out of unimproved landing areas during periods of inclement weather, gusty winds, and smoky conditions. The use of experienced pilots is required to safely provide adequate performance under a variety of hazardous conditions. **THE AIRCRAFT SHALL BE USED TO MAXIMUM FAA CERTIFICATED LIMITATIONS. No bucket capacity reduction in the field for “pilot preference” or “operational convenience” is allowed.**

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

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 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, and Helicopter Manager).

It is the intent of this contract that the Contractor furnish a pilot and mechanic for the aircraft seven (7) days a week regardless of the individual pilot's and/or mechanic's designated days off.

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.

The State will provide meals, lodging and transportation for the pilot and mechanic while operating at any location other than the assigned base. Aircraft furnished under this contract may be required to operate anywhere within the State of Alaska or Canada.

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

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extension will not exceed 42 days past the last day of the guaranteed period.

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

The Contractor shall have operations specifications at the closing date and time for this ITB that allow operations of the category and class of aircraft and conditions of flight required under this contract which are: Rotorcraft; VFR- Day; Passengers; and Cargo. ***Additionally, FAA Operation Specifications shall include “Shall Carry” Hazardous Materials and North American Free Trade Agreement Specialty Air Service (NAFTA) Letters of Registration for firefighting and/or forest fire management per FAA AC 00-60B.***

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

The Contractor shall be certificated under 14 CFR 133, Rotor External Load Operations.

The Contractor shall be certificated under 14 CFR 137, Agriculture Aircraft Operation.

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 or Transport Canada approved for Canadian registered aircraft.

The aircraft shall be inspected, approved, and “carded” to the specifications of this contract by the Department of Interior – Aviation Management Directorate for “Alaska Local Fire”, USDA- Forest Service “Inter-Agency Fire”, or State of Alaska-Division of Forestry at the State’s option.

3. 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

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e. Other documents incorporated by reference.

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

C. 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.

1) 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 used.

2) Removal and/or disabling of locking devices and methods must be incorporated into preflight checklists to prevent accidental damage to the aircraft and must be installed in a manner which precludes its inadvertent interference with in-flight operations.

3) Examples of Acceptable Locking Devices & Methods are identified below. Utilization of other means of securing or disabling an aircraft are acceptable provided they achieve a level of security equal to or greater than the following example methods.

- a) Keyed Magneto Keyed Starter Switch;
- b) Keyed Master Power Switch Hidden Battery Cut-Off Switches Hidden Start Relay;
- c) Switches Throttle/Power Lever Lock Mixture/Fuel Lever Lock; and
- d) Locking Fuel Cut-Off Locking Tie-Down Cable

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

b. 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 unless otherwise authorized by the State of Alaska. ***The contractor shall have North American Free Trade Agreement Specialty Air Service Letter of Registration as issued by the FAA for firefighting and/or forest fire management as outlined in AC 00-60B.***

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c. The pilot-in-command shall ensure that a manifest of all crewmembers and passengers on board has been completed. A copy of this manifest shall remain at the point of initial departure. Manifest changes will be left at subsequent points of departure. In those instances where multiple short flights will be made in a specific geographical area which involves frequent changes of passengers, a single manifest of all passengers involved may be left with an appropriate person to preclude unreasonable administrative burden. Pilot will cooperate with State personnel to complete the manifest in the most efficient manner possible and avoid downtime or unnecessary shutdowns.

d. Toe-In, Single-Skid, Step-Out Landings: Due to the hazardous nature of these type landings, toe-in, single-skid, step-out landings are prohibited.

e. Transportation of Hazardous Materials. The State of Alaska may require the transportation of hazardous materials. ***Contractors must be “Shall Carry” FAA Hazardous Material operators.*** Such transportation shall be in accordance with the DOI/USDA Interagency Aviation Transport of Hazardous Materials. A copy of the DOI/USDA Interagency Aviation Transport of Hazardous Materials information shall be onboard the aircraft during all operations conducted under this contract. This handbook will be provided upon award of the contract or if requested by potential contractors. It is the Contractor’s responsibility to insure that each employee that may perform a function subject to this exemption receives training on the requirements and conditions of this exemption. Documentation of this training shall be retained in the employee’s records.

f. Flights with doors open or removed is required when requested by the State. The aircraft external registration number shall be displayed in such a manner as not to be compromised by this requirement.

g. Smoking in the aircraft is prohibited.

2. PILOT AUTHORITY AND RESPONSIBILITY:

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

1) The pilot shall not permit any occupant or cargo onboard the aircraft unless authorized by the Contracting Officer, Contracting Officer’s Technical Representative, Contracting Officer’s Representative or the Helicopter Manager.

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2) Pilots are responsible for computing the weight and balance and to assure that the actual gross weight does not exceed the aircraft limitations prior to transporting passengers or cargo. The Pilot In Command (PIC) shall ensure an accurate Interagency Load Calculation form is completed for each flight. Vendors operating certificate must allow for an efficient method of load calculations and cooperation with Forestry personnel to allow field loading with rotors turning if needed.

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

3) The assigned pilot on this contract may function as a mechanic when the aircraft is not available due to required maintenance provided the following requirements are met:

- a) The pilot meets all the qualifications and experience requirements for a mechanic in this contract;
- b) The time that the pilot is engaged in mechanic duties will be applied toward the pilot duty limitations. Additionally, all mechanic time in excess of two hours will be applied to the pilots' flight time limitations on a one-hour to one-hour basis; and
- c) A pilot functioning as a mechanic shall not perform scheduled maintenance such as 50 and 100-hour inspections.

3. SUBSTITUTION OF PERSONNEL: At the discretion of the State the Contractor may substitute the aircraft or personnel during performance of the contract provided each substitution is inspected and accepted in accordance with the contract. State aviation policy requires that at the beginning of each contract the pilot and State crewmembers will conduct early season flight training.

The State may require the Contractor to provide such flight training for the replacement pilot. The training shall be at no additional cost to the State and will not exceed two (2) hours of flight time.

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

D. PERSONNEL REQUIREMENTS:

1. PILOT REQUIREMENTS:

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- a. Due to pilot duty time requirements a relief pilot who must adhere to the same pilot duty time requirements as the primary pilot will be required to cover days off for the assigned contract pilot at no additional cost to the State.
- b. Pilots shall hold at least a FAA Commercial Pilots Certificate with Rotorcraft-Helicopter Rating.
- c. Pilots shall hold at least a Second Class Medical Certificate issued under provisions of 14 CFR Part 67.
- d. Pilots shall show evidence of satisfactorily passing an FAA 135.203 (a) & (b) check ride in the past 12 calendar months in the category and class of aircraft being offered for this contract.
- e. Pilot flying hours shall be verified from a certified pilot log. Further verification of pilot flying hours may be required at the discretion of the Contracting Officer's Technical Representative.
- f. Each pilot shall be a holder of either a USDA-FS or DOI-OAS/AMD Interagency Pilot Qualification Card with the following qualifications:
 - 1) Sling Operations;
 - 2) Fire Suppression/Helitack;
 - 3) Helitanker/Bucket;
 - 4) Reconnaissance/Surveillance;
 - 5) Mountain Flying;
 - 6) Longline; and
 - 7) Aerial Firing.
- g. Each pilot at the discretion of the Contracting Officer's Technical Representative may be required to pass an agency flight evaluation check in the make and model aircraft to be flown on this contract at no cost to the State. Pilots shall demonstrate proficiency in operations of all equipment specifically identified in this ITB and in all required interagency-carded operations for performance of contract work.
- h. Pilots shall demonstrate their ability to perform the following functions with the required GPS. The pilot may use only an abbreviated checklist in the performance of this evaluation.
 - 1) Determine the geographic coordinates of a destination identified on the Sectional

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Aeronautical Chart;

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

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

- 1) 1,500 hours total time in helicopters;
- 2) 100 hours total time in helicopters in the last 12 months;
- 3) 100 hours total time in weight class of helicopter offered. Defined as: Small – Up to an approved gross weight of 6,000 pounds; Medium – Between 6,001 and 12,500 pounds approved gross weight; and Large – Above 12,500 pounds approved gross weight;
- 4) 100 hours total time in turbine helicopters;
- 5) 50 hours total time in make and model of helicopter offered. Pilot flight hour requirements in make and model may be reduced by 50% if the pilot shows evidence of satisfactorily completing the manufacturer's approved ground school and flight check in the make, model and series of helicopter used on this contract;
- 6) 10 hours total time in make, model and series of helicopter offered in the previous 12 months;
- 7) 10 hours total time in make, model, and series of helicopter offered in the last 30 days prior to "seasonal" contract start;
- 8) 10 hours total time in typical terrain in the make and model helicopter offered. Defined as terrain where the aircraft will operate during the contract period that has the same features, to include density altitude and remoteness;
- 9) 200 hours total time in mountainous terrain. Defined as pinnacle landings and approaches at various elevations and density altitudes of over 5,000 feet above sea level, and in areas of rugged peaks, deep canyons, cliffs, rock outcroppings, steep slopes, including landing on mountain tops and confined areas surrounded by trees, brush, rocks, snow and ice; and
- 10) Aerial ignition with Plastic Sphere Dispenser (PSD) is an operational requirement of this contract. Pilots shall provide written evidence of qualifications or pass an agency flight evaluation in make and model of aircraft to be flown on this contract. The flight evaluation will be in an aircraft supplied by the contractor, at no expense to the State.

j. The precision placement of externally carried cargo and water is an operational requirement of this contract. Pilots will be required to place cargo and/or water precisely where requested regardless of cable length, while operating within the helicopters

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capability. Pilots shall show written evidence of qualification to transport Class A and B external loads.

k. Pilots shall operate to the standards and procedures written in the State of Alaska, Division of Forestry, Aviation Policies and Procedures Manual. The IHOG will be used as a guide only. These Policies and Procedures and Guides are available upon request.

l. The Contractor shall make available to the COTR at the time of interagency carding or upon request complete pilot information (OAS-64B) for each pilot that will be utilized on the contract.

2. MECHANIC REQUIREMENTS:

a. The mechanic shall be available at the designated base during the periods in which the aircraft is operating in performance of this contract. The mechanic shall be present to service and inspect the aircraft. Due to mechanic duty time requirements, a relief mechanic who must adhere to the same mechanic duty time requirements as the primary mechanic will be required to cover days off for the assigned contract mechanic at no additional cost to the State.

b. The mechanic shall be a holder of a valid FAA Mechanic Certificate or Transport Canada engineer document with both Airframe and Powerplant ratings and must have held the Certificate for a period of at least 24 months. Additional experience requirements are as follows:

- 1) Twelve (12) of the last 24 months total time actively involved in aircraft maintenance as a certificated mechanic immediately preceding the start of the contract;
- 2) Twelve (12) months total experience in maintaining aircraft of the same category specified in this contract; and
- 3) Twelve (12) months total time maintaining an aircraft of the same make and model offered on this contract (satisfactory completion of the manufacturer's maintenance course or an equivalent Contractor's program for the make and model aircraft offered will meet this requirement).
- 4) One (1) field session total time maintaining an aircraft of the same make and model as offered under field conditions (three consecutive months maintaining the helicopter away from the Contractor's base of operations with minimal supervision will meet this requirement).

c. The Contractor shall make available prior to the initial inspection a mechanic qualification form (OAS/AMD-41) for each mechanic that will perform maintenance during the exclusive use period on any helicopter covered by this contract. The

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qualification form, available from the State Contracting Officer or any AMD office, shall list the mechanic's qualifications with reference to the specifications listed above.

d. Availability of Mechanic: The mechanic shall be available within 20 minutes of the designated base and when directed by the State accompany the helicopter to alternate designated base. The mechanic shall be available to service, inspect, and repair the helicopter.

E. DUTY TIME AND FLIGHT LIMITATIONS:

1. FLIGHT CREWMEMBER DUTY TIME LIMITATIONS:

a. Flight crewmembers may be relieved from duty for fatigue or other causes before reaching flight hour or duty limitations. Personnel will be on standby during the hours stipulated by the State.

b. 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. The standard readiness level of flight crews requires a maximum of 15 minutes from flight notification to lift off. During times of low fire activity alternate schedules and dispatch requirements may be assigned by the State.

c. The State may require an approved flight crewmember (Pilot/Mechanic) to remain on duty in excess of the first nine (9) hours of normal duty. The purpose of this extended standby/alert schedule is to facilitate a rapid response to incidents. Extended standby time is not eligible for compensation.

d. Duty includes flight time, ground duty of any kind, travel to and from duty stations or assigned bases, and standby or alert status. Local travel up to a maximum of 20 minutes each way between the work site and place of lodging will not be considered duty time.

e. Although the State may invoke more restrictive duty hours during periods of high workloads the standard duty hours will be as follows:

- 1) A maximum of 14 consecutive hours of duty during any assigned duty period;
- 2) All pilots, including relief pilots, are required to have two (2) 24-hour periods off during every 14 consecutive calendar days; and
- 3) Pilots shall be given 10 hours of consecutive rest (off duty) not to include any pos

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t-flight or pre-flight activity prior to any assigned duty period. (Rest is defined as the time spent between duty periods characterized as inactivity or ease and free from labor).

2. FLIGHT TIME LIMITATIONS:

a. All flight time regardless of how and where performed, except personnel pleasure flying, will be reported by each flight crewmember and used to administer flight time and duty time limitations. Pilot flight time computation shall begin at liftoff and end at touchdown and will be computed from the flight hour meter in the aircraft. Flight crewmembers shall be limited to the following flight hour limitations, which shall fall within their duty hour limitations.

b. Flight crewmembers shall not exceed eight (8) hours of flight time during any 14 hour duty period.

c. When a flight crewmember has exceeded the daily flight time limitations that flight crewmember must have a rest period before being assigned or accepting an assignment for flight time of at least:

1) Eleven (11) Hours of rest if the flight time limitation is exceeded by not more than 30 minutes;

2) Twelve (12) consecutive hours of rest if flight time limitation is exceeded by more than 30 minutes but not more than 60 minutes;

3) Sixteen (16) consecutive hours of rest if the flight time limitation is exceeded by more than 60 minutes; and

4) A maximum of 42 hours flight time during any consecutive six-day period. When a pilot acquires more than 36 hours of flight time in any consecutive six-day period that pilot will be given the following 24-hour period off duty.

d. The pilot is responsible for keeping the helicopter manager, helibase manager, or other State representative apprised of flight and duty time. Travel time to the work station in excess of 20 minutes must be reported as duty time.

3. PERSONAL PROTECTIVE EQUIPMENT (PPE):

The following items will be furnished by the Contractor and inspected for condition at the start of the contract, at any time during the exclusive use period, and prior to each subsequent contract renewal.

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a. Aviator's protective helmet for the pilot equipped with a boom-microphone and handset compatible with the radio specifications of this contract. The helmet shall be equipped with a chinstrap and be individually fitted to cover the head and provide protection for ears and temples. Pilots shall wear helmets for all flights. Acceptable helmets include SPH-3, SPH-4, SPH-4B, SPH-8, HGU-56, and HGU- 84.

b. Pilots shall wear a long sleeve shirt and trousers or long sleeved flight suit made of fire resistant polyamide or aramide material or equal. Pilots shall wear boots that comply with the "IASG" and leather or polyamide gloves. All clothing shall overlap to prevent exposure to flash burns. Sleeves must be secured to prevent inadvertent snagging on controls.

c. Pilots shall wear a personal flotation device when conducting hovering flight operations over water (water bucket dipping). This equipment shall be maintained and in serviceable condition in accordance with the manufacturer's instructions. This equipment may, but is not required to, meet the standards of 14 CFR 135.267(a)(1).

4. MECHANIC DUTY LIMITATIONS:

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

1) Within any 24-hour period mechanics shall have a minimum of eight consecutive hours off duty immediately prior to the beginning of any duty day. Local travel up to a maximum of 20 minutes each way between the work site and place of lodging will not be considered duty time;

2) All mechanics including relief mechanics will have two full days off duty (2 x 24 hour periods) during any 14-day period during the performance of this contract. Off duty days need not be consecutive; and

3) Duty time includes availability time and work or alert status at any job site, and travel to and from duty stations/assigned bases that exceeds 20 minutes each way.

b. The State may further restrict daily duty hours and may remove mechanics for fatigue or other caused before reaching their daily duty limitations.

c. The mechanic will be responsible for keeping the immediate controlling contract representative apprised of his/her duty limitation status. Travel time to the work station in excess of 20 minutes must be reported as duty time.

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F. AIRCRAFT REQUIREMENTS:

1. CONDITION OF EQUIPMENT:

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

2. REQUIRED EQUIPMENT AND ACCESSORIES: The following equipment and accessories are required:

- a. Navigational publications including the Alaska Supplement and a complete set of current Sectional Aeronautical Charts covering the area of operation. Electronic versions of these documents on 8 inch or larger screen devices is allowed:
- b. First aid kit (aeronautical) in accordance with the requirements of this ITB;
- c. Survival kit in accordance with the requirements of this ITB;
- d. Free air temperature gauge;

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- e. Aircraft shall have approved lighting for night operations in accordance with 14 CFR 91, including instrument lights;
- f. One set of individual lap belts for each occupant. FAA or Transport Canada approved shoulder harness integrated with seat belt with one single point metal-to metal quick release mechanism for each passenger position;
- g. Double strap shoulder harness with automatic or manual locking inertia reel for each front seat occupant. Shoulder straps and lap belts shall fasten with one single-point metal-to-metal quick-release mechanism. Heavy-duty (Military style) harnesses with fabric loop connecting the shoulder harness to the male portion of the lap buckle similar to those installed in transport category helicopters are acceptable;
- h. One flight meter (Datcon P/N 102149 or equal) recording in hours and tenths and activated by an oil pressure switch wired in series with collective switch or equivalent system to record flight time only. The meter shall be installed in a location readable from the front observer's seat. Any additional hour meters will be placarded "Not for Forestry Use";
- i. Fire extinguisher(s) as required by 14 CFR 135.155 containing a minimum of 1-1/2 pounds of extinguishing agent, rated for B and C fires;
- j. Dual Controls are required under certain circumstances (such as check rides) and must be installed within one hour of request if not already present;
- k. Flight instruments for low visibility flight conditions, including Directional Gyro, Gyroscopic Bank and Pitch Indicator, Rate of Turn Indicator and Vertical Speed Indicator;
- l. Cabin heater with windshield defogger;
- m. High skid-type landing gear;
- n. Personnel access step. Helicopters equipped with extended gear shall have a personnel access step to assure safe entrance and exit from each door of the helicopter.
- r. On Bell medium duty aircraft this includes installation of a fabricated step at all exits;
- o. Tundra boards or snow pads, no skis;
- p. One fifteen cubic foot baggage compartment within the aircraft fuselage specifically

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designed to carry cargo separate from the passenger compartment. This compartment must be capable of accommodating 58 inch long shovels, racks, and other tools.

q. Aircraft shall have cargo space in the aft passenger compartment. The cargo space shall be equipped with a restraint device or cargo bin to prevent cargo from interfering with the passenger compartment or operation of the sliding door.

1) A restraint device if used in lieu of a cargo bin shall be constructed from nylon webbing and will be secured to the transmission bulkhead with a minimum of six equally spaced attachments between the cabin ceiling and the cabin floor. The six equally spaced encompass the passenger seat stanchion with a minimum of six equally spaced individual loops. The restraint device shall be equipped with buckles to adjust the tension of the net.

2) A solid bulkhead or nylon webbing with nylon mesh shall be installed between the passenger compartment and the cargo compartment and be secured to the nylon webbing. The bulkhead or nylon webbing with nylon mesh shall extend from the cabin ceiling to the cabin floor and from the transmission bulkhead to the inner edge of the passenger seat stanchion.

3) A baggage/restraint system shall be provided to allow use of the space above the internal fuel tank.

r. A white strobe light mounted on top of the helicopter or otherwise visible from above. If the Aircraft Certification requires the anti-collision light to be activation red, then a white strobe light with an independent activating switch shall be provided. A "half-red and half white" lens is also acceptable for purposes of this contract.

s. The aircraft shall be equipped with a forward-facing Recognition Pulse Light System similar to Devore Aviation Corporation's Under Fuselage Light Kit No 212-00004-1 or Dart kit equivalent.

1) The system shall be independent of the landing lights and shall pulse two lights rated at a minimum of 250 watts each or LED equivalent.

2) Lights shall be on each side of the aircraft (bottom of fuselage) and mounted as far from the aircraft's centerline as practical. The installed lights shall not reflect through the convex mirror into the pilot's field of vision.

3) Standard farm equipment /automotive light assemblies adapted to the aircraft with a pulse unit are not permitted. FAA Form 337 or other approval must be provided at time

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of contract inspection.

t. High visibility markings on main rotor blades shall be one black blade and one white blade. If composite blades Manufacturer High Visibility painting scheme is acceptable.

u. Approved engine air intake filtering devices capable of filtering sand and dust particles. Waived if no approved filtering device is available.

v. Locking caps on all fuel ports.

w. One 90-gallon auxiliary fuel tank shall be installed on the LEFTHAND side of the aircraft unless contractor has LEFTHAND pilot authority with passengers. The tank will be FAA or Transport Canada approved for use while transporting passengers.

x. One self-cocking, automatic-locking cargo hook employing both a “guarded” electric and manual release systems and rated at the maximum external lifting capacity of the aircraft. This hook must allow the operator to load and lock the hook with a single motion with one hand. The hook must be disassembled, inspected, lubed and tested in accordance with the manufacturer’s requirements. All cargo hooks manufacturers Pilot Operating Handbook Supplements shall be adhered to.

y. The aircraft shall be equipped with a convex mirror for observation of the sling load by the pilot.

z. One-folding water and retardant bucket similar to a Bambi style bucket. Size shall be 320 U.S. gallons as a minimum and its capacity shall be adjustable by load level adjusting method. Bucket must be collapsible and be able to be carried inside the helicopter. The bucket shall be marked indicating capacity in gallons and weight. Markings shall be on the side of the bucket at the ports or on the internal adjusting strap of the “Bambi” bucket. Bucket strap shall be adjusted for maximum allowable capacity within aircraft limitations and shall not be cinched down for “pilot preference” or operational convenience.

aa. Water/retardant bucket operating switches shall be “guarded” and mounted on the collective, be clearly marked for “Open” and “Closed” and shall be spring loaded to the “Closed” position.

bb. An approved bubble door on the side of the helicopter that will be used for “long line” vertical reference must be provided. This bubble door shall be equipped with a torque meter, FIRE warning light and a MASTER caution light that is visible to the pilot. A dual tachometer shall be installed in either the bubble door or the instrument panel on

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in front of where the pilot is conducting vertical reference maneuvers.

Aircraft shall have both a manual and an electrical release at the left-hand pilot's position.

Access to the vacant front seat shall be restricted to the helicopter manager or trained crewmember.

cc. One remote cargo hook with related cabling and release system complying with the following specifications and requirements:

- 1) FAA or Transport Canada approval, electrically activated, self-cocking, automatically locking remote cargo hook rated at 2.5 times the anticipated load. The hook must be disassembled, inspected, lubed and tested in accordance with the manufacturer's requirements. All hooks, belly and remote, must be "Keeperless" hook style;
- 2) The remote hook-operating switch shall be clearly marked for "Open" and "Closed" and shall be mounted on both collective controls to avoid confusion with the cargo hook release;
- 3) Counter wound anti-rotating wire rope with swaged fittings rated at 2.5 times the anticipated load with a 1.5 safety factor and appropriate placards. Synthetic rope with the same load and safety factors will be acceptable;
- 4) The length of the wire or synthetic rope shall be readily adjustable from 50 – 150 feet in 50 foot increments (a single 50 foot and a single 100 foot rope is the desired method for meeting this requirement); and
- 5) All fabrication and installation methods shall comply with 14 CFR 133 and Advisory Circular AC 43.13-1A.

dd. An MS 310E-24-11S nine pin connector shall be provided as the power source for the remote cargo hook. Pin D shall be airframe ground. Pin E shall be switched 28VDC protected by a manually operable 50-amp circuit breaker. The connector shall be mounted adjacent to the cargo hook (within six inches). A lanyard shall be provided for support of the connector.

ee. Power source connected through a five-ampere circuit breaker for State-furnished infrared imaging system. The Contractor shall furnish and install a MS3112E-12-3S three-pin connector. Pin "B" shall be airframe ground; Pin "A" shall be +28VDC (for 28-volt aircraft). The connector shall be located for convenient access from the right-hand

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aft passenger seat position.

ff. All installations and modifications prescribed above shall comply with 14 CFR 43 and shall be FAA or Transport Canada approved.

gg. The attaching hardware of each water bucket, longline or similar external load intended for use on the belly hook shall comply with the requirements shown in the flight manual supplement or manufacturer's information letter for the make and model of hook being used. Typically the primary member will be a round ring of specific dimension. In no case will shackles be used as the PRIMARY member connection to the hook. Shackles may be permitted as SECONDARY members if this use is shown in the hook manufacturers' publications. Pear or oval shaped rings may only be used if allowed specifically by the hook manufacturers' flight manual supplement.

hh. The contractor shall furnish and install two "vinyl-tape" decals detailing the word "FIRE". These decals will be placed on each side of the helicopter in a "high visibility" location. Each letter shall be a minimum of ten (10) inches high and in "bold-black type".

3. PORTABLE FUEL SERVICING EQUIPMENT: The Contractor shall furnish with each aircraft a portable fuel pump, barrel stem, hoses and filtration system for refueling in remote areas.

a. The filtration system must be qualified to Institute of Petroleum (IP) effluent quality specifications. The following cartridges meet IP effluent quality specifications: Velcon; Aquacon Spin-On filters (ACO-4050 1SPxxx, AC)-40901SPxxx); or equivalent.

b. All filter cartridges shall be changed when fuel flow is reduced from normal flow rates. Fuel filters cartridges shall be changed annually. The filter cartridge change date will be placarded on the filter vessel.

c. The contractor shall have available with the pump two spare refueling system filter cartridges. The filter cartridges shall be new and stored in sealed containers to prevent contamination.

d. The pump shall be hand or electrically operated. Electric pumps shall use Aircraft DC power.

G. AVIONICS REQUIREMENTS:

1. GENERAL: The following systems shall be furnished, installed and maintained by the contractor in accordance with the manufacturer's specifications and the

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installation and maintenance standards of this section.

2. REQUIRED COMMUNICATION/NAVIGATION/OTHER SYSTEMS:

A. One “406” Automatic Portable Emergency Locator (ELT/AP) or an Automatic Fixed/Portable Emergency Locator (ELT AF/AP) meeting TSO- C126 shall be installed in the helicopter cabin in a conspicuously marked location that is easily accessible and readily removable in the event of an accident. ELT must meet TSO-C126 for all contract years.

b. A Uni-directional “406” ELT shall be installed with the “arrow” aimed 45 degrees downward from the normal forward “direction-of-flight” of the helicopter. If the primary antenna is a fixed type a portable antenna shall be attached to the ELT unit. ELT must meet TSO-C126 for all contract years.

c. In lieu of the ELT requirement above a 406 Automatic Fixed Emergency Locator Transmitter (ELT AF) meeting TSC-C-126 that requires tools to remove from the aircraft may be acceptable when a handheld portable ELT/EPIRB is furnished. The ELT/EPIRB shall be compact and easily carried by the PIC. A handheld ELT/EPIRB such as Emergency Beacon Corporation’s Model EBC-102 with telescoping antenna or Emergency Locator Products Corporation’s Model ELP-1000 meets this requirement.

d. Two VHF/AM airways communication transmitter/receiver systems (VHF-1 and VHF-2), minimum 760 transmit and receive channels, 118.000 to 136.975 MHz, minimum 5 watts transmit carrier power. Weatherproof external broadband antennas of applicable frequency shall be used and mounted on the exterior of the helicopter.

e. ONE VHF/FM transceiver is required.

1) Provisions (rack & wiring harness/plug) for Technisonics 610/9100 ALMR transceiver, provided by the State, similar to Technisonics 136, is required. Transceiver operational frequency range shall include the band 150-174 MHz with a minimum of 100 user-programmable channels in selectable 2.5 KHz increments and with channel spacing of no greater than 25 KHz. The operator shall be able to program any useable channels within that band while in flight. Narrowband (12.5 KHz) channel spacing and adherence to the standards of RTCA document DO-160C is required. A SCAN function shall be provided for all MAIN preset channels. The one VHF/FM transceiver shall be “P-25” digital compliant.

2) Carrier output power shall be no less than 10 watts. The transceiver shall be capable of displaying receiver and transmitter operating frequency and shall provide both

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receiver and transmitter activation indicators for MAIN and GUARD. Simultaneous monitoring of both MAIN (150 – 174 MHz) and GUARD (168.825 MHz) receivers is required. Scanning of the GUARD frequency is not acceptable. The transceivers operational controls must be located and arranged so that the pilot and observer/co-pilot when seated have full and unrestricted movement of each control without interference from their clothing, the cockpit structure, or the flight controls.

3) Two CTCSS sub-audible tone encoders with a minimum of 32 selectable tones meeting the current EIA RS-220 standard are required which shall be integral parts of the transceivers providing a display of the selected tone.

4) The encoder/transceiver systems shall be capable of encoding a 110.9 Hz tone on all GUARD (168.625 MHz) transmissions.

f. One ATC transponder system, 4096 code, meeting the requirements of 14 CFR 91.215(a) tested and inspected per 14 CFR 91.413. The transponder shall have been last tested during the 1-year period preceding the start or renewal date of the contract.

g. Pressure altitude reporting system meeting the requirements of 14 CFR 91.215(b). Encoding altimeter or remote encoder connected to the ATC transponder for altitude reporting and installed in accordance with Advisory Circular AC 43-6A.

h. Other Avionics.

One Automated Flight Following (AFF) system compatible with the government's AFF network (Webtracker). Not all available systems are compatible with Webtracker nor do they meet Webtracker's requirements.

It is critical that the Contractor ensure that the AFF system offered is compatible with Webtracker. Refer to the website at <https://www.aff.gov> for a list of previously successful AFF equipment manufacturers. Additionally, regardless of provider used by the contractor both the contractor and provider shall give permissions and allow an additional AFF feed to the Alaska DNR for use on the Integrated Fire Management Dispatch System as designed and maintained by Selkirk Systems, Inc..

The AFF system shall be powered by the aircraft's electrical system installed per the manufacturer's installation manual and operational in all phases of flight. AFF equipment shall utilize as a minimum: satellite communications; an externally-mounted antenna; provide data to the government's Webtracker software; use aircraft power via a dedicated circuit breaker for power protection; and be permanently mounted to the aircraft's airframe so as to not endanger any occupant from AFF equipment during

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periods of turbulence. Wiring installation must be of a permanent nature and not used “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.

The contractor shall maintain a subscription service through the AFF equipment provider furnishing AFF position reporting for satellite tracking via Webtracker. The position-reporting interval shall be every two minutes while the aircraft is in flight. The contractor shall register their AFF equipment with the Boise Help Desk providing: complete tail number; manufacturer and serial number of the AFF transceiver; aircraft make and model; and contractor’s contact information.

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

Registration contact information, a web-accessible feedback form, and additional information is available on the government’s AFF website at <https://www.aff.gov>. The Boise Help Desk can be reached at 800-253-5559 or 208-387-5290. Prior to the annual contract inspection of the aircraft the contractor shall additionally perform an operational check of the system.

3. ONE GLOBAL POSITIONING SYSTEM (GPS):

a. Hand-held or mountable aviation portables are acceptable as long as they meet the specifications below.

b. The GPS unit shall be mounted in or on the aircraft’s radio/instrument panel. The unit shall be convenient for use by both the pilot and front seat observer.

c. The GPS shall utilize an external mounted aircraft antenna.

d. The GPS shall have a Light Emitting Diode (LED), or other displays with high contrast. Some examples of acceptable displays are:

- 1) Electroluminescence; and
- 2) Film Super-Twisted LED with backlight display.

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4. AUDIO SYSTEMS:

a. Separate audio control systems, which may be combined in a single unit, shall be provided for the pilot and observer. Each system shall provide pilot and observer with separate controls for selection of multiple receiver audio outputs and transmitter microphone/PTT audio inputs. Each system shall also provide pilot and observer with separate controls for adjustment of both interphone and receiver audio output levels.

b. The respective controls of each audio system shall be located conveniently for the pilot and observer. Labeling and marking of controls shall be correctly referenced, legible and permanent.

c. Earphones and microphones:

1) The system shall be designed for operation with 600 ohm earphones and carbon-equivalent noise-cancelling boom type microphones (Gentex Electric Model 5060 or equivalent). The pilot position only may be configured for low impedance (dynamic) operation.

2) U-92A/U (single/female) type earphone/microphone jacks will be required in the aircraft.

d. Radios and systems:

As a minimum the audio control systems shall provide for a selection of the following radios and systems:

- 1) VHF-AM aeronautical transceiver (VBHF-1 and VHF-2);
- 2) Airborne VHF-FM transceivers (FM-1 and ALMR 610);
- 3) Public Address system; and
- 4) Satellite Phone (Satphone).

e. Push-to-talk operations: Separate PTT switches shall be provided for radio transmitter and interphone microphone operation at the pilot, observer, and the two aft cabin exit positions. The pilot's PTT switches shall be mounted on the cyclic control. The observer switches should be on the cord of the earphone/microphone connector or a floor switch. If a floor switch is used a labeled toggle switch controlling intercom/transmit shall be mounted convenient to the observer seat position. Aft cabin position PTT switches shall be mounted on the cord to the earphone/microphone connector. The operations of a push to talk switch at any one position shall not energize

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the microphone at any other position.

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

g. Receiver audio selection and operation:

1) Separate controls shall be provided for pilot and observer selection of audio from one or any combination of available receivers.

2) The two aft cabin exit positions shall utilize the transmitter(s) as selected by the observer or be equipped with separate audio panels.

3) Performance specifications for receiver audio to all earphone connectors are as follows in paragraph h, including sections 1 and 2.

h. Interphone system: An interphone system shall be provided for the pilot, observer, and four aft cabin positions. In the aft positions, only the two exit positions need to transmit. Interphone audio shall mix with but not mute selected receiver audio. An interphone audio level control shall be provided for each position above. Adjustments of the interphone audio level at any position shall not affect the level at any other position. A "Hot Mike" capability controlled via an activation switch or voice activation (VOX), shall be provided for the pilot, observer, and both aft cabin exit positions. The "Hot Mike" switch shall activate only the microphone at that position. Interphone sidetone audio shall be provided for the earphones corresponding with the microphone in use. Performance specifications for the interphone system are as follows:

1) None of the headset jacks shall be paralleled but shall be fed from the interphone amplifier with separate impedance matching networks to assure equal output to each headset jack.

2) The contractor shall install a public address system with a NAT TS100WR (weight reduced) or similar external PA speaker. The system must be capable of transmitting verbal directions from the observer/co-pilot position and capable of generating siren,

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

5. AVIONICS INSTALLATION AND MAINTENANCE STANDARDS:

a. All avionics systems used in or on the aircraft and their installation and maintenance shall comply with all applicable Federal Aviation Regulations contained within 14 CFR notwithstanding any exclusions for Public Aircraft allowed in 14 CFR.

b. The recommendations in AC 43.13-1A, Chapter 11, "Electrical Systems" and Chapter 15, "Radios and Electronic Systems" as well as AC 43.13-2A, Chapter 1, "Structural Data", Chapter 2, "radio Installation" and Chapter 3, "Antenna Installation" shall be strictly adhered to.

c. All avionic systems requiring an antenna shall be installed with a properly matched aircraft certified antenna unless otherwise specified.

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

e. The aircraft's static pressure system, altimeter system and automatic pressure altitude reporting system shall be maintained in accordance with the IFR requirements of 14 CFR 91.411 and inspected and tested every 24 calendar months as specified by 14 CFR 43, appendices E and F.

H. MAINTENANCE REQUIREMENTS:

1. GENERAL:

a. The aircraft shall be operated and maintained in accordance with the manufacturer's specifications and applicable FAR's.

b. The Contractor shall provide transportation of required support personnel and supplies to bases of operation. However, State transportation may be made available on a space available basis. There is no guarantee as to the availability, frequency or available space on such flights. In the event that the State requests a mechanic to accompany the helicopter to a remote location or alternate designated base the State will provide meals, lodging and transportation for the pilot and mechanic.

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c. Any unscheduled maintenance events during the performance of this contract that affects the airworthiness of the aircraft or impacts the mission requires the notification of the COTR by the most expeditious means possible. The COTR will authorize return to Availability upon confirmation that the aircraft has been properly repaired and return to Service by the appropriate contractor personnel. The COTR may authorize return to Availability after a phone discussion or may require fax copies or other documentation of repair. In some cases the COTR may require a field inspection of the aircraft and/or a test flight. In the event that contact cannot be made with the COTR within a reasonable time period the aircraft may also be returned to Availability by an equivalent Federal DOI AMD maintenance inspector/COTR. In no case will the aircraft be returned to Availability for performance of the contract without authorization from a State or Federal COTR. The State helicopter manager or other personnel are not authorized to return the aircraft to contract availability. The vendor shall not operate the aircraft on the contract until the State COTR has returned it to availability.

D. The COTR shall be provided the contact phone numbers for the Director of Maintenance and the designed aircraft mechanics for the purpose of directly discussing maintenance items and requesting information related to the performance of the contract.

2. INSPECTION:

a. Aircraft shall be maintained in accordance with the Contractor's 14 CFR 135 Certificate. All maintenance, including inspection, rebuilding, alteration and installation shall be accomplished by a person authorized to perform maintenance in accordance with 14 CFR 43. The contractor shall insure that a mechanic who meets the contract qualification requirements inspects the contract helicopter in accordance with the procedures outlined in the operator's FAA proved/accepted maintenance program. This inspection shall be entered in the aircraft maintenance records in accordance with 14 CFR 43.9 and shall include the aircraft time in service.

b. The contractor's maintenance facility shall be capable of providing field maintenance support for each aircraft during extended periods of heavy use. The Contractor may have arrangements with other appropriately rated facilities to perform maintenance for which the contractor is not qualified.

c. The contractor shall maintain an adequate supply of those repair or replacement parts most frequently used on the contract aircraft and the materials necessary to efficiently perform the functions required by the contract. The contractor shall further provide those tools and special equipment recommended by the manufacturer of the contract aircraft for maintenance on that aircraft. Such parts and materials shall be

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located at the designated base from which the helicopter will operate or within 48 hours from the base.

3. PREVENTATIVE MAINTENANCE:

- a. The pilot, under the terms of this contract, may perform preventative maintenance in accordance with 14 CFR Part 43.3(h). All maintenance performed will be recorded in accordance with 14 CFR 43.9.
- b. Routine maintenance shall be performed before or after the daily use or as approved by the State.

4. MAINTENANCE TEST FLIGHT:

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

5. TIME BETWEEN OVERHAUL (TBO) AND LIFE LIMITED PARTS:

- a. All components including engines shall be replaced upon reaching the factory recommended TBO or FAA approved extension. Life limited parts shall be replaced no later than 8 hours, 4 cycles, or 1 calendar day prior to the specified limitations for service hours, cycles, or calendar time. Unless otherwise authorized by the Contracting Officer, time/life limited components, including engines, transmissions, main rotor head components and rotating controls, shall have 250 hours remaining to retirement or overhaul at the start of the first day of availability for each exclusive use period. This does not include items that can easily be changed overnight (10 hours or less) in the field without resulting in unavailability. In addition, there shall be a minimum of 250 hours remaining until any major inspection of aircraft or engine components which cannot normally be accomplished overnight.
- b. Aircraft operated with components or accessories on approved TBO extension programs are acceptable provided (1) the contractor is the holder of the approved extension authorization (not the owner if the aircraft is leased), and (2) the contractor

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operates in accordance with the extension authorization.

c. The contractor shall supply at the initial agency inspection and at any time thereafter upon request of the COTR a list of all items installed on the aircraft which are required to be overhauled or replaced on a specified time basis. This list shall include the components name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced or inspected. This list must be generated at least monthly. A copy shall be available to the mechanic at his designated base of operations.

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

d. To avoid aircraft unavailability, it is recommended that the contractor supply replacement parts or components requested by the mechanic in a timely manner. At the COTR request the contractor shall provide information and documentation as to the status of parts orders requested by the mechanics.

e. All equipment on the aircraft must be operable unless deferred by an approved/accepted Maintenance Program, a “MEL” or FAR regulation. Any repairs deferred by an “MEL” must be recorded and repaired within the time period specified. In addition, the contractor will notify the COTR whenever repairs are deferred. These deferred items will be subject to Section J, paragraph 9. subparagraph B of this ITB.

6. AIRWORTHINESS DIRECTIVES (AD’S) & MANUFACTURER’S MANDATORY SERVICE BULLETINS (MMSB’S): All applicable FAA AD’s and required MMSB’s shall be complied with prior to the performance of this contract. A list of FAA AD’s and required MMSB’s on the make and model of the aircraft offered shall be made available. The list will be similar to that in Advisory Circular AC 43-9B. Signature of persons verifying accuracy of the list is required. All AD’s and required MMSB’s published during the contract shall be complied with.

7. WEIGHT AND BALANCE:

a. The aircraft’s required weight and balance data shall be determined by actual weighing of the aircraft within 60 days preceding the starting date of the contract; and within 24 months of the renewal period; and following any major repairs, major alterations, or change to the equipment list which significantly affects the center of gravity of the aircraft. COTR will be present during initial weighing of aircraft for contract acceptance. At that time aircraft must meet all weight and balance specifications of the contract. Subsequent reweighing for FAA or other purposes need not be witnessed by

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the COTR but the new weight and balance figures must continue to meet the contract specifications. The aircraft empty weight will be entered on the Forestry aircraft approval card by the COTR.

This will be the only number used for empty weight by the pilot or helicopter manager during load calculations. Additional items routinely carried on the aircraft such as book boxes, fuel handling kits, and survival gear must be added during the load calculations if not included in the initial empty weight.

b. All weighing of aircraft shall be performed on scales that have been certified as accurate within the preceding 24 calendar months. The certifying agency may be any accredited weights and measures laboratory. The aircraft's weight and balance data shall include the equipment list as configured and weighed and the following minimum information: Aircraft empty weight, Aircraft gross weight (internal and external), useful load (internal and external), moment, center of gravity (forward/aft and lateral), scale certification date, licensed A&P mechanic's signature and FAA number.

c. A list of equipment installed in the aircraft at the time of weighing must be compiled. Each page of the equipment list must identify the make, model, serial number and registration number of the aircraft. Each page of the equipment list will be dated and contain the signature and certification number of the person certifying that these items listed were in the aircraft at the time of weighing. The weight, balance and equipment list must be revised each time new equipment is installed or old equipment is removed.

8. MANUALS/RECORDS:

a. The contractor shall ensure that all maintenance performed on the contract aircraft is recorded in the affected aircraft's maintenance record in accordance with 14 CFR 43 and 91 (Reference 14 CFR 43.9, 43.11 and 91.417).

b. A copy of the contract aircraft's current maintenance record containing as a minimum the information required by 14 CFR 91.417 shall be kept at the designated or alternate base of operations. Information from these records shall be provided to the State upon request.

c. If requested by the State a copy of the Contractor's Procedures Manuals as outlined in 14 CFR 135.21 shall be furnished to the CO or the COR. Revisions made during the period of this contract shall be forwarded to the CO or the COR.

d. Before the start date of the contract all maintenance deficiencies shall be corrected or deferred in accordance with the Operator's Accepted/Approved Maintenance

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Program. Deferred discrepancies will be evaluated and the aircraft approved for contract use on a case-by-case basis. Those deficiencies occurring during performance under the contract shall be corrected in accordance with the appropriate FAR's or the Approved Maintenance Program and subject to Section J, paragraph 9, subparagraph b of this ITB.

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

I. SERVICING REQUIREMENTS:

1. FUEL REQUIREMENTS:

a. ***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).

b. 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:

- 1) Jet A;
- 2) Jet A-50;
- 3) Jet B;
- 4) JP-4;
- 5) JP-5; or
- 6) JP-8.

2. HOT FUELING: Helicopters shall not be refueled while engines are running or rotor blades are turning.

J. ADMINISTRATIVE REQUIREMENTS:

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1. PRE-AWARD INSPECTION:

- a. Any aircraft offered will be subject to inspection and approval by Contracting Officer's Technical Representative prior to award of this contract. The aircraft must be available for inspection within 10 days of bid opening. The aircraft shall be made available for inspection within Alaska. If the aircraft is not available for inspection within Alaska the Contractor will pay all travel, lodging, automobile rental costs, including the applicable Federal per diem rate, associated with this inspection for State personnel to inspect the aircraft at the Contractor's specified location. The state at its option may waive this inspection requirement provided they have adequate aircraft knowledge and documentation of aircraft offered.
- b. Failure to schedule an inspection within the time frame above may cause the State to declare the bidder non-responsive and to reject the bid.

2. PRE-ANNUAL START-UP INSPECTION:

- a. In addition, the contractor at the contractor's expense shall have the aircraft available for inspection a minimum of 7 calendar days prior to the exclusive use period. This pre-annual inspection shall be conducted at a location agreed upon by the State. Otherwise the contractor will pay all travel, lodging, automobile rental costs, including per diem costs of \$60.00 per day within the State of Alaska or the applicable Federal per diem rate associated with this inspection for State personnel to inspect the aircraft at the contractor's specified location.
- b. 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 ITB, may be performed at this time.
- c. 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 for this ITB.
- d. Any inspection of additional aircraft or personnel after this inspection shall be at the Contractor's expense.
- e. In the event that re-inspection is necessary because the aircraft did not comply with the contract specifications at the time of initial pre-annual inspection, 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

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shall give 72 hours advance notice to the State when the aircraft is ready for re-inspection.

3. OTHER INSPECTIONS:

- a. 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 equipment and pilot(s) currently meet specifications.
- b. When inspection or re-inspection reveals that the equipment and/or pilot do not meet specifications the contractor will be deemed unavailable from the beginning of the performance failure to correction of such failure with penalties as described below.
- c. 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. Provided the inspection reveals that the failure has been corrected the contractor will be deemed in available status from the time the contractor gave notice to the State of the correction of the failure and supplied any documentation as requested by the inspector.

4. CERTIFICATION, REGISTRATION & AIRCRAFT AUTHORIZATION:

- a. At the time of any inspection the aircraft will (1) be properly certified and registered by the FAA or Transport Canada and (2) comply with all specifications set forth in this contract.
- b. The aircraft shall be inspected and “carded” to the specifications of this contract by the Department of Interior-Aviation Management Directorate for “Alaska Local Fire”, USDA-Forest Service “Inter-Agency Fire”, or State of Alaska-DOF at the State’s option.
- c. If the aircraft meets all requirements of the contract and after inspection the Contracting Officer's Technical Representative will issue an Aircraft Data Card authorizing use of the aircraft. The Aircraft Data Card must be with the aircraft during the exclusive use period.

5. UNSATISFACTORY PILOT OR MECHANIC PERFORMANCE:

- a. The State reserves the right to replace the pilot or mechanic as per the terms and conditions of this contract. 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

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the helicopter may be grounded at the option of the Contracting Officer, Contracting Officer's Technical Representative, Contracting Officer's Representative, the aircrafts' Helicopter Manager or the 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 considered cause for dismissal unless it impairs the accomplishment of the project.

d. However, if the helicopter is grounded because the pilot or mechanic is determined to be unsatisfactory the penalties outlined in the section entitled definition of flying time and computation of guaranteed minimum flying time will be assessed.

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

6. 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.

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

7. ORAL AND WRITTEN STATEMENTS: No oral statements of any person shall be allowed in any manner or degree to modify or otherwise affect the terms, conditions or specifications of this Invitation to Bid or the resultant contract(s). Changes to the Invitation to Bid and/or the resultant contract(s) will be in written form and issued by the DNR Procurement Officer.

8. PAYMENT: The State guarantees 90 calendar days exclusive use (availability) period per year. Hourly flight rate is fixed at \$1,450.00. This is a DRY rate contract.

a. Payment will be made only for flight time as authorized by the state and in accordance with the terms and conditions of the contract. Payment will not be made for initial reporting and removal of aircraft nor the transport of the Contractor's crew and

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support personnel to and from the designated base.

b. As used in this contract, "flight time" or "flying time" shall mean the time from take-off to landing. Flight time shall be as measured by the local dispatch logs indicating "time off" and "time on". This can be with manual or automated dispatch. Flight times shall be recorded daily on State provided Form #10-3133 and upon request, shall be made available immediately for audit by State personnel.

c. Payment shall not be made for flights for the benefit of the Contractor such as maintenance test flights, ferrying to and from maintenance facilities, required flight following an engine or transmission change, or transportation of the Contractor's support personnel except on space available basis. Any flights required to fulfill pilot proficiency requirements, such as aerial firing qualification, will be at contractor expense.

9. PAYMENT FOR AVAILABILITY:

a. Payment of availability will be made at the applicable daily rate.

b. Availability payment will not be made when service is unavailable. Services shall be recorded as unavailable whenever the aircraft, pilot, or mechanic is not in a condition to perform. If the aircraft is airworthy (in accordance with all applicable FAR's) but fails to meet other equipment specifications in the contract the vendor shall correct the discrepancy as soon as possible. If the discrepancy item is not corrected within 48 hours, or in the case of willful violation of terms, the COTR may opt to assess a penalty of \$1,000.00 per day.

1) One-tenth (1/10) of the daily availability rate will be deducted from payments for each hour, or portion thereof, if service is listed as unavailable. However the deduction for unavailability will not exceed ten-tenths (10/10ths) per day.

2) During periods of unavailability the State reserves the right to obtain similar services elsewhere and to charge the contractor for any resulting excess costs.

3) Unavailability in excess of three full consecutive calendar days or in excess of an accumulated ten percent of one season's exclusive use period shall be grounds for termination of the contract.

10. PAYMENT FOR ADDITIONAL PERSONNEL: The State may order an additional Pilot or Crew Member on an intermittent basis to maximize usage of the helicopter. The Pilot or Crew Member may be furnished at the option of the

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contractor. All terms and conditions of the contract will apply except as set forth below:

When ordered by the State each additional crewmember will be paid a lump sum of \$500.00 per day for travel days and work days. Transportation cost shall be reviewed by the State to determine reasonableness prior to ordering. Reasonable costs of transportation from the point of hire and return will be paid by the State.

This does not apply to relief crews brought in by the contractor on Primary Pilot or crew's mandatory days off.

11. REPLACEMENT OF HELICOPTER:

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

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.

12. PAYMENT OF INVOICES:

The successful contractor(s) will be required to submit Bi-Weekly invoices for the exclusive use period. Invoices shall be submitted to the following addresses:

a. Tok Area:

Department of Natural Resources Division of Forestry
Attn: Aviation Section
3700 Airport Way
Fairbanks, Alaska 99709

b. McGrath and Soldotna Areas:

Department of Natural Resources
Division of Forestry

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Attn: Aviation Section
101 Airport Road
Palmer, Alaska 99645

K. MCGRATH, SOLDOTNA, AND TOK AREA SPECIFIC CONDITIONS:

1. SPECIFIC CONDITIONS FOR MCGRATH (SOUTHWEST) AREA:

a. Location of Field Project: The project will be performed in those areas of Alaska known as McGrath (Southwest) Area.

b. Designated Base of Operations: The designated base of operations for the helicopter will be at the Southwest Area Forestry Office, McGrath. As fire activity necessitates the helicopter may be moved to secondary bases/areas. The exclusive use period shall commence and terminate at the designated base.

c. Equipment and Personnel Required: One ten (10) place helicopter will be required with its own pilot and mechanic 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 other terms of this contract. Two "Bambi" style buckets, 320 U.S. gallons minimum.

d. Minimum General Requirements for McGrath area helicopter:

- 1) Seating Capacity: 10, pilot plus 9 passenger seats;
- 2) Cruising Speed: 100 knots at gross weight at sea level;
- 3) Useful load (external/jettison able): @3000 msl, @ 70 F with 1 ½ hours of fuel on board, on the hook, 3000 lbs;
- 4) 300 nautical miles @ sea level; and
- 5) Turbine powered: minimum 1400 shaft horsepower.
- 6) Examples: Bell 212, Bell 212 HP, Bell 210, Bell 205A-1SD (++), Eagle 212 Single and Bell 412 would normally meet the requirements of this contract when equipped in accordance to specifications identified in this ITB.

e. Satellite Phone System:

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The Contractor shall furnish and install an Iridium Satellite Phone system. The installation shall be in accordance with FAR 43. The primary use of this system shall be to maintain flight following with a ground base while the helicopter is in flight and out of radio range.

The Iridium handset or remote dialer shall be mounted in a convenient location in the cockpit. The location should provide ready and unencumbered access to its controls by both front seat occupants.

The Iridium phone system audio shall be permanently wired into the aircraft audio system to integrate the Iridium phone into it. The configuration shall allow, as a minimum, either or both front seat occupants to use the phone through their headsets. It is preferred that all occupants of the aircraft be able to converse over the Iridium phone through their headsets though keypad access may be limited to the two front seat occupants.

The Iridium phone system must include the ability to pre-program at least six (6) phone numbers that can be quickly selected by either front seat occupant while in flight. The Iridium phone must be pre-programmed to allow accessing of other Iridium phones.

A TSO C-129a L-band antenna acceptable to the manufacturer of the Iridium phone system shall be installed on top of the fuselage giving as much a view of the overhead hemisphere as possible.

The Iridium phone system may be integrated into the Automated Flight following system either using the same Iridium communicator or having a separate Iridium communicator.

In the former case it is acceptable for phone calls to interrupt the transmission of AFF position reports for brief periods of time and flight crews will be instructed as to this conflict.

f. Exclusive Use Period and Option for Extension of the Exclusive Use Period:

The helicopter and pilot must be for the exclusive use of the State for the purpose set forth by the resultant contract for the period commencing approximately 10:00 a.m. May 10, 2018 through approximately 6:00 p.m. August 10, 2018. If the State exercises the extension period option, the contractor will be notified at least 48 hours in advance.

Extension periods will not exceed 42 calendar days (6 weeks) and shall be extended at the States option on a seven (7) day block basis per the terms, conditions,

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specifications and prices contained in this contract. 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. The start date may be adjusted via mutual consent between the Contractor and the Contracting Officer after the notification of the start date.

g. Subsistence and Quarters, McGrath:

a. The State will furnish room and board to the helicopter crew (1 pilot and 1 mechanic) at the designated base. Lodging consists of tent frame type shelters. When the helicopter and crew are away from the base, a tent shelter, cooking gear, sleeping bags and rations will be provided by the State, equal to that furnished to State employees.

b. If, at the option of the State, the State does not provide meals and/or lodging for the crew when away from the designated base, the State will pay an allowance for each night that each 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 geographic area in which assigned and documented on the flight record form.

2. SPECIFIC CONDITIONS FOR SOLDOTNA AREA:

a. Location of Field Project: The project will be performed in those areas of Alaska known as the Kenai/Kodiak Area.

b. Designated Base of Operations: The designated base of operations for the helicopter will be at the Kenai/Kodiak Area Forestry Office, Soldotna. As fire activity necessitates the helicopter may be moved to secondary bases/areas. The exclusive use period shall commence and terminate at the designated base.

c. Equipment and Personnel Required: One ten (10) place helicopter will be required with its own pilot and mechanic 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 other terms of this contract. One "Bambi" style bucket, 240 U.S. gallons minimum at 130 knots cruising speed or 320 U.S. gallons at 100 knot cruising speed.

d. Minimum General Requirements for the Soldotna area helicopter:

1) Seating Capacity: 10; pilot plus 9 passenger seats;

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2) Cruising Speed: 100 knots at gross weight at sea level;

3) Useful load (external/jettison able): variable with cruising speed at:

a) 100 knots at 3000 msl at 70 F with 1 ½ hours of fuel on board must be able to pick up on the hook, 3000 lbs. or;

b) 130 knots at 3000 msl at 70 F with 1 ½ hours of fuel on board must be able to pick up, on the hook, 2500 lbs.

c) Range: 290 nautical miles at sea level;

d) Turbine powered: minimum 1150 shaft horsepower;

e) **PFD'S FOR ALL OCCUPANTS PER FAA 135.168;**

f) Examples: Bell 212, Bell 212 HP, Bell 210, Bell 205 A-1SD (++), Eagle 212 Single, Bell 412, and BK117B-2 would normally meet the requirements of this contract when equipped in accordance to specifications identified in the ITB.

e. Satellite Phone System: The Contractor shall furnish and install an Iridium Satellite Phone system. The installation shall be in accordance with FAR 43. The primary use of this system shall be to maintain flight following with a ground base while the helicopter is in flight and out of radio range.

The Iridium handset or remote dialer shall be mounted in a convenient location in the cockpit. The location should provide ready and unencumbered access to its controls by both front seat occupants.

The Iridium phone system audio shall be permanently wired into the aircraft audio system to integrate the Iridium phone into it. The configuration shall allow, as a minimum, either or both front seat occupants to use the phone through their headsets. It is preferred that all occupants of the aircraft be able to converse over the Iridium phone through their headsets, though keypad access may be limited to the two front seat occupants.

The Iridium phone system must include the ability to pre-program at least six (6) phone numbers that can be quickly selected by either front seat occupant while in flight. The Iridium phone must be pre-programmed to allow accessing of other Iridium phones.

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A TSO C-129a L-band antenna acceptable to the manufacturer of the Iridium phone system shall be installed on top of the fuselage giving as much a view of the overhead hemisphere as possible.

The Iridium phone system may be integrated into the Automated Flight following system either using the same Iridium communicator or having a separate Iridium communicator. In the former case, it is acceptable for phone calls to interrupt the transmission of AFF position reports for brief periods of time, and flight crews will be instructed as to this conflict.

f. Exclusive Use Period and Option for Extension of the Exclusive Use Period:

The helicopter and pilot must be for the exclusive use of the State for the purpose set forth by the resultant contract for the period commencing approximately 10:00 a.m. April 28, 2018 through approximately 6:00 p.m. July 28, 2018. If the State exercises the extension period option, the contractor will be notified at least 48 hours in advance.

Extension periods will not exceed 42 calendar days (6 weeks) and shall be extended at the States option on a seven (7) day block basis per the terms, conditions, specifications and prices contained in this contract. 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. The start date may be adjusted via mutual consent between the Contractor and the Contracting Officer after the notification of the start date.

g. Subsistence and Quarters, Soldotna:

1) The contractor is responsible for the housing and subsistence of the helicopter crewmembers at or near the designated base. When the helicopter and crew are away from the base, a tent shelter, cooking gear, sleeping bags and rations will be provided by the State, equal to that furnished to State employees.

2) If, at the option of the State, the State does not provide meals and/or lodging for the crew when away from the designated base, the State will pay an allowance for each night that each 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 geographic area in which assigned and documented on the flight record form.

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3. SPECIFIC CONDITIONS FOR TOK AREA:

a. Location of Field Project: The project will be performed in those areas of Alaska known as Tok Area.

b. Designated Base of Operations: The designated base of operations for the helicopter will be at the Tok Area Forestry Office, Tok, Alaska. As fire activity necessitates the helicopter may be moved to secondary bases/areas. The exclusive use period shall commence and terminate at the designated base.

c. Equipment and Personnel Required: One ten (10) place helicopter will be required with its own pilot and mechanic 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 other terms of this contract. One "Bambi" style bucket, 320 U.S. gallons minimum.

d. Minimum General Requirements for TOK area helicopter:

- 1) Seating Capacity: 10, pilot plus 9 passenger seats;
- 2) Cruising Speed: 100 knots at gross weight at sea level;
- 3) Useful load (external/jettison able): @3500 msl, @ 80 F with 1 ½ hours of fuel on board, on the hook, 3000 lbs;
- 4) 300 nautical miles @ sea level; and
- 5) Turbine powered: minimum 1400 shaft horsepower;
- 6) Examples: Bell 212 HP w/BLR fast fin, Bell 210, Bell 205A-1SD (++) w/BLR fast fin, Eagle 212 Single would normally meet the requirements of this contract when equipped in accordance to specifications identified in this ITB.

e. Satellite Phone System:

The Contractor shall furnish and install an Iridium Satellite Phone system. The installation shall be in accordance with FAR 43. The primary use of this system shall be to maintain flight following with a ground base while the helicopter is in flight and out of radio range.

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The Iridium handset or remote dialer shall be mounted in a convenient location in the cockpit. The location should provide ready and unencumbered access to its controls by both front seat occupants.

The Iridium phone system audio shall be permanently wired into the aircraft audio system to integrate the Iridium phone into it. The configuration shall allow, as a minimum, either or both front seat occupants to use the phone through their headsets. It is preferred that all occupants of the aircraft be able to converse over the Iridium phone through their headsets though keypad access may be limited to the two front seat occupants.

The Iridium phone system must include the ability to pre-program at least six (6) phone numbers that can be quickly selected by either front seat occupant while in flight. The Iridium phone must be pre-programmed to allow accessing of other Iridium phones.

A TSO C-129a L-band antenna acceptable to the manufacturer of the Iridium phone system shall be installed on top of the fuselage giving as much a view of the overhead hemisphere as possible.

The Iridium phone system may be integrated into the Automated Flight following system either using the same Iridium communicator or having a separate Iridium communicator.

In the former case it is acceptable for phone calls to interrupt the transmission of AFF position reports for brief periods of time and flight crews will be instructed as to this conflict.

f. Exclusive Use Period and Option for Extension of the Exclusive Use Period:

The helicopter and pilot must be for the exclusive use of the State for the purpose set forth by the resultant contract for the period commencing approximately 10:00 a.m. May 11, 2018 through approximately 6:00 p.m. August 8, 2018. If the State exercises the extension period option, the contractor will be notified at least 48 hours in advance.

Extension periods will not exceed 42 calendar days (6 weeks) and shall be extended at the States option on a seven (7) day block basis per the terms, conditions, specifications and prices contained in this contract.

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. The start date may be adjusted via mutual consent between the Contractor and the Contracting Officer after

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the notification of the start date.

f. Subsistence and Quarters, Tok

a. The contractor is responsible for the housing and subsistence of the helicopter crewmembers at or near the designated base. When the helicopter and crew are away from the base, a tent shelter, cooking gear, sleeping bags and rations will be provided by the State, equal to that furnished to State employees.

b. If, at the option of the State, the State does not provide meals and/or lodging for the crew when away from the designated base, the State will pay an allowance for each night that each 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 geographic area in which assigned and documented on the flight record form.

L. FIRST AID AND SURVIVAL KITS:

These are the minimum required items for Special Use Activities in the United States and U.S. possessions. These survival kit items are required for flight activities conducted in Alaska.

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	# of Passenger Seats	
		0 - 9	10 - 50
1.	Adhesive Bandage Strips, 3 inches long	8	16
2.	Antiseptic or Alcohol Wipes (packets)	10	20
3.	Bandage Compresses, 4 inches	2	4
4.	Triangular Bandage, 40 inches (sling)	2	4
5.	Roller Bandage, 4 inches x 5 yards (gauze)	2	4
6.	Adhesive Tape, 1 inch x 5 yards (standard roll)	1	2
7.	Bandage Scissors	1	1
8.	Body Fluid Barrier Kit containing	1	1
	a. Latex or Nitrile Gloves, 2 pair		
	b. Face Shield, 1 each		
	c. Mouth-to-Mouth Barrier, 1 each		
	d. Protective Gown, 1 each		
	e. Antiseptic Towelettes, 2 each		

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	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
9.	Water Purification Tablets
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
17.	Small Gill Net and Assortment of Fishing Tackle (hooks, flies, lines, sinkers, spinners, etc.)

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 must 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.

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2. A completed Bid Schedule for each Lot (Area) that you are bidding on.
3. 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.
4. One completed copy of the federal Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form.
5. One copy of the bidder's DD214 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.
6. 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.

*******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, MCGRATH AREA

The State guarantees 90 calendar days exclusive use (availability) period per year. Hourly flight rate is fixed at **\$1,450.00 per hour**. This is a DRY rate contract.

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).

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 does not guarantee any minimum or maximum number of hours to be flown in performance of the contract. ***All hours flown will be paid at the fixed hourly flight rate of \$1,450.00 per hour.***

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	\$

HELICOPTER DATA:

Helicopter Make and Model:	
FAA License Number:	Last FAA Inspection:
Engine Make:	Seating Capacity: Pilot + passengers
Original Empty Weight:	Weight with Modifications:
Date of Manufacture:	Turbine Powered shaft horsepower
Useful Load (external/jettisonable) variable with cruising speed at knots at 3000 msl at 70 F with 1 ½ hours of fuel on board capable of picking up on the hook lbs.	
Fuel Capacity:	Fuel Consumption:
Range: nm at sea level	Cruising Speed: kts at G/W at sea level

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Hours Since Last Airframe Overhaul:		Hours Since Last Engine Overhaul:	
List Modifications:			
Helicopter Available for Inspection at:			
Contact Name:		Telephone Number:	

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 (AREA) 1, MCGRATH*******

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BID SCHEDULE

LOT 2, SOLDOTNA AREA

The State guarantees 90 calendar days exclusive use (availability) period per year. Hourly flight rate is fixed at **\$1,450.00 per hour**. This is a DRY rate contract.

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).

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 does not guarantee any minimum or maximum number of hours to be flown in performance of the contract. ***All hours flown will be paid at the fixed hourly flight rate of \$1,450.00 per hour.***

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	\$

HELICOPTER DATA:

Helicopter Make and Model:	
FAA License Number:	Last FAA Inspection:
Engine Make:	Seating Capacity: Pilot + passengers
Original Empty Weight:	Weight with Modifications:
Date of Manufacture:	Turbine Powered shaft horsepower
Useful Load (external/jettisonable) variable with cruising speed at knots at 3000 msl at 70 F with 1 ½ hours of fuel on board capable of picking up on the hook lbs.	
Fuel Capacity:	Fuel Consumption:
Range: nm at sea level	Cruising Speed: kts at G/W at sea level

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Hours Since Last Airframe Overhaul:		Hours Since Last Engine Overhaul:	
List Modifications:			
Helicopter Available for Inspection at:			
Contact Name:		Telephone Number:	

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 (AREA) 2, SOLDOTNA*******

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BID SCHEDULE

LOT 3, TOK AREA

The State guarantees 90 calendar days exclusive use (availability) period per year. Hourly flight rate is fixed at **\$1,450.00 per hour**. This is a DRY rate contract.

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).

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 does not guarantee any minimum or maximum number of hours to be flown in performance of the contract. ***All hours flown will be paid at the fixed hourly flight rate of \$1,450.00 per hour.***

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	\$

HELICOPTER DATA:

Helicopter Make and Model:	
FAA License Number:	Last FAA Inspection:
Engine Make:	Seating Capacity: Pilot + passengers
Original Empty Weight:	Weight with Modifications:
Date of Manufacture:	Turbine Powered shaft horsepower
Useful Load (external/jettisonable) variable with cruising speed at knots at 3000 msl at 70 F with 1 ½ hours of fuel on board capable of picking up on the hook lbs.	
Fuel Capacity:	Fuel Consumption:
Range: nm at sea level	Cruising Speed: kts at G/W at sea level

Solicitation Assemble 180000010	Document Phase Final	Document Description Exclusive Use Helicopters - Tok, McGrath, and Soldotna Areas	Page 78 of 78
Hours Since Last Airframe Overhaul:		Hours Since Last Engine Overhaul:	
List Modifications:			
Helicopter Available for Inspection at:			
Contact Name:		Telephone Number:	

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 (AREA) 3, TOK*******