

STATE OF ALASKA

INVITATION TO BID (ITB)



ITB 2023 1000 0054

EXCLUSIVE USE HELICOPTER SERVICES IN SOLDOTNA AREA

ISSUED OCTOBER 25, 2022

IMPORTANT NOTICE: If you received this solicitation from the State of Alaska's "Online Public Notice" web site, you must register with the procurement officer listed below in order to receive notification of subsequent amendments to the solicitation. Failure to register with the procurement officer may result in the rejection of your offer.

BIDDER'S NOTICE: By signature on this form, the bidder certifies that they comply with the following:

- (1) the bidder has a valid Alaska business license or will obtain one prior to award of any contract resulting from this ITB. If the bidder possesses a valid Alaska business license, the license number must be written below or one the following forms of evidence submitted with the bid:
 - a canceled check for the business license fee;
 - a copy of the business license application with a receipt date stamp from the State's business license office;
 - a receipt from the State's business license office for the license fee;
 - a copy of the bidder's valid business license;
 - a sworn notarized affidavit that the bidder has applied and paid for a business license;
- (2) the price(s) submitted was arrived at independently and without collusion, under penalty of perjury, and that the bidder is complying with:
 - the laws of the State of Alaska;
 - the applicable portion of the Federal Civil Rights Act of 1964;
 - the Equal Employment Opportunity Act and the regulations issued thereunder by the federal and state government;
 - the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal and state government;
 - the bid will remain open and valid for at least 90 days;
 - all terms and conditions set out in this Invitation to Bid (ITB).

If a bidder does not hold an Alaska Business License (1) at the time designated in the ITB for opening the State will disallow the Alaska Bidder Preference. Bids must also be submitted under the name as appearing on the bidder's current Alaska business license in order to receive the Alaska Bidder Preference. If a bidder fails to comply with (2) of this paragraph, the State may reject the bid, terminate the contract, or consider the Contractor in default.

NAME SHAWN M. OLSEN	_____ COMPANY SUBMITTING BID	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER'S PREFERENCE? [] YES [] NO
Phone: (907) 269-8687 TDD: (907) 269-8411	_____ AUTHORIZED SIGNATURE	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? [] YES [] NO
	_____ PRINTED NAME	*SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY
Email: shawn.olsen@alaska.gov	_____ DATE	_____ TELEPHONE NUMBER
_____ ALASKA BUSINESS LICENSE NUMBER	_____ FEDERAL TAX ID NUMBER	_____ E-MAIL ADDRESS

TABLE OF CONTENTS

SECTION 1. INTRODUCTION & INSTRUCTIONS.....	4
SEC. 1.01 PURPOSE OF THE ITB	4
SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS.....	4
SEC. 1.03 MINIMUM REQUIREMENTS.....	4
SEC. 1.04 INVITATION TO BID (ITB) REVIEW	4
SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS	4
SEC. 1.06 SUBMITTING BIDS	5
SEC. 1.07 ENROLLMENT IN IRIS.....	5
SEC. 1.08 BID FORMS.....	5
SEC. 1.09 PRICES.....	6
SEC. 1.10 ASSISTANCE TO BIDDERS WITH A DISABILITY	6
SEC. 1.11 AMENDMENTS TO BIDS.....	6
SEC. 1.12 AMENDMENTS TO THE ITB.....	6
SEC. 1.13 ITB SCHEDULE	6
SEC. 1.14 ALTERNATE BIDS.....	7
SEC. 1.15 SUPPORTING INFORMATION	7
SEC. 1.16 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER.....	7
SECTION 2. CONTRACT INFORMATION	8
SEC. 2.01 CONTRACT TERM.....	8
SEC. 2.02 CONTRACT ADMINISTRATION	8
SEC. 2.03 CONTRACT FUNDING	8
SEC. 2.04 CONTRACT EXTENSION.....	8
SEC. 2.05 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS	8
SEC. 2.06 SUBCONTRACTORS.....	8
SEC. 2.07 JOINT VENTURES	8
SEC. 2.08 CONTRACT PERFORMANCE LOCATION	8
SEC. 2.09 SCOPE OF WORK AND SPECIFICATIONS	9
SEC. 2.10 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES.....	42
SEC. 2.11 CONTINUING OBLIGATION OF CONTRACTOR.....	43
SEC. 2.12 INDEMNIFICATION	43
SEC. 2.13 INSURANCE	43
SECTION 3. CONTRACT INVOICING AND PAYMENTS	45
SEC. 3.01 BILLING INSTRUCTIONS	45
SEC. 3.02 PAYMENT FOR STATE PURCHASES	45
SEC. 3.03 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED	45
SECTION 4. EVALUATION AND CONTRACTOR SELECTION.....	46
SEC. 4.01 EVALUATION OF BIDS	46
SEC. 4.02 APPLICATION OF PREFERENCES.....	46
SEC. 4.03 ALASKA BIDDER PREFERENCE.....	46
SEC. 4.04 ALASKA VETERAN PREFERENCE	47
SEC. 4.05 EMPLOYMENT PROGRAM PREFERENCE	47
SEC. 4.06 ALASKANS WITH DISABILITIES PREFERENCE.....	48
SEC. 4.07 PREFERENCE QUALIFICATION LETTER	48
SEC. 4.08 EXTENSION OF PRICES.....	48

SEC. 4.09	METHOD OF AWARD	48
SEC. 4.10	NOTICE OF INTENT TO AWARD.....	48
SECTION 5.	GENERAL PROCESS AND LEGAL INFORMATION	49
SEC. 5.01	ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES	49
SEC. 5.02	AUTHORITY	49
SEC. 5.03	COMPLIANCE	49
SEC. 5.04	SUITABLE MATERIALS, ETC.	50
SEC. 5.05	SPECIFICATIONS	50
SEC. 5.06	ORDER DOCUMENTS	50
SEC. 5.07	HUMAN TRAFFICKING	50
SEC. 5.08	RIGHT OF REJECTION	50
SEC. 5.09	STATE NOT RESPONSIBLE FOR PREPARATION COSTS	51
SEC. 5.10	DISCLOSURE OF BID CONTENTS.....	51
SEC. 5.11	ASSIGNMENTS	51
SEC. 5.12	FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)	52
SEC. 5.13	DEFAULT.....	52
SEC. 5.14	DISPUTES	52
SEC. 5.15	SEVERABILITY	52
SEC. 5.16	CONTRACT CANCELLATION	52
SEC. 5.17	GOVERNING LAW; FORUM SELECTION	52
SEC. 5.18	SOLICITATION ADVERTISING	52
SEC. 5.19	QUALIFIED BIDDERS.....	53
SEC. 5.20	FEDERALLY IMPOSED TARIFFS	53
SEC. 5.21	PROTEST	54
SECTION 6.	ATTACHMENTS	55
SEC. 6.01	ATTACHMENTS	55

SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

The Department of Natural Resources, Division of Forestry and Fire Protection, is soliciting bids for a qualified contractor(s) to provide helicopter charter services, complete with qualified pilot(s) and mechanic(s), for fire management missions in the Soldotna, Alaska area as specified within this ITB.

SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than **2:00 PM** Alaska Time on **November 15, 2022**, at which time they will be publicly opened. Late bids or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.03 MINIMUM REQUIREMENTS

In order for a bid to be considered responsive the bidder must meet these minimum requirements:

- **Medium helicopter;**
- **One year experience in make and model helicopter submitted;**
- **FAA or Transport Canada air carrier certificate. Bidder must provide copies of their FAA 133, 135, and 137 Certificates; and**
- **Must provide fuel servicing vehicle and driver.**

A bidder's failure to meet these minimum prior experience requirements will cause their bid to be considered non-responsive and rejected.

SEC. 1.04 INVITATION TO BID (ITB) REVIEW

Bidders shall carefully review this ITB for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material in the ITB should be made in writing and received by the procurement officer at least ten 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.

SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing. Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the ITB. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the ITB. The procurement officer will make that decision.

Questions can be emailed to shawn.olsen@alaska.gov no later than **2:00 PM** Alaska Time, **November 3, 2022**.

SEC. 1.06 SUBMITTING BIDS

If submitting a bid via email, the bid may be emailed to shawn.olsen@alaska.gov and must contain the ITB number in the subject line of the email. 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.

Please note that email transmission is not instantaneous. Similar to sending a hard copy bid, if you are emailing your bid, the State recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of bid.

If submitting bids using U.S. mail, or delivery service, bidders must submit one hard copy of their bid, in writing, to the procurement officer in a sealed package. The sealed bid package must be addressed as follows:

Department of Natural Resources
Procurement Section
Attention: **SHAWN M. OLSEN**
Invitation to Bid (ITB) Number: 2023 1000 0054
ITB Title: EXCLUSIVE USE HELICOPTER SERVICES IN SOLDOTNA AREA
550 West 7th Avenue, Suite 1330
Anchorage, Alaska 99501

It is the bidder's responsibility to contact the issuing agency at **1 (907) 269-8687** to confirm that the bid has been received. The State is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.07 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: <https://iris-vss.alaska.gov/webapp/PRDVSS1X1/AltSelfService>. Bidders who are not enrolled prior to award of a contract will be notified by DNR Procurement. Failure of a bidder to enroll in the IRIS database will delay award of the contract and may delay issuance of contract work.

SEC. 1.08 BID FORMS

Bidders shall use the front page of this ITB and any other forms identified in this ITB for submitting bids. All bids must be signed by an individual authorized to bind the bidder to the provisions of the ITB.

BIDDER'S CERTIFICATION

By signature on the bid, the bidder certifies that they comply with the following:

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal and state government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;

- E. all terms and conditions set out in this ITB;
- F. the price(s) submitted was arrived at independently arrived and without collusion, under penalty of perjury; and
- G. that the bid will remain open and valid for at least 90 days.

If any bidder fails to comply with [a] through [g] of this paragraph, the State reserves the right to disregard the bid, terminate the contract, or consider the Contractor in default.

CONFLICT OF INTEREST

Each bid shall include a statement indicating whether or not the company or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to **consider a bid non-responsive and reject it** or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the bidder.

SEC. 1.09 PRICES

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

SEC. 1.10 ASSISTANCE TO BIDDERS WITH A DISABILITY

Bidders with a disability may receive accommodation regarding the means of communicating this ITB or participating in the procurement process. For more information, contact the procurement officer no later than ten days prior to the deadline for receipt of bids.

SEC. 1.11 AMENDMENTS TO BIDS

Amendments to or withdrawals of bids will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of bids, in accordance with 2 AAC 12.140. No amendments or withdrawals will be accepted after the deadline unless the delay is due to an error of the contracting agency, in accordance with 2 AAC 12.160.

SEC. 1.12 AMENDMENTS TO THE ITB

If an amendment is issued, it will be provided to all who were notified of the ITB and to those who have registered with the procurement officer after receiving the ITB from the State of Alaska Online Public Notice website.

SEC. 1.13 ITB SCHEDULE

The ITB schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of bids, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Time.

ACTIVITY	TIME	DATE
Issue Date / ITB Released		October 25, 2022
Deadline for Receipt of questions	2:00 PM	November 3, 2022
Deadline for Receipt of Bids / Bid Due Date	2:00 PM	November 15, 2022
ANTICIPATED Bid Evaluations Complete		Week of November 15, 2022
ANTICIPATED Notice of Intent to Award		Week of November 15, 2022
ANTICIPATED Contract Issued		January 1, 2023

This ITB does not, by itself, obligate the State. The State's obligation will commence when the contract is approved by the Commissioner of the Department of Natural Resources, or the Commissioner's designee. Upon written notice to the Contractor, the State may set a different starting date for the contract. The State will not be responsible for any work done by the Contractor, even work done in good faith, if it occurs prior to the contract start date set by the State.

SEC. 1.14 ALTERNATE BIDS

Bidders may only submit one bid for evaluation. In accordance with 2 AAC 12.830 alternate bids (bids that offer something different than what is asked for) will be rejected.

SEC. 1.15 SUPPORTING INFORMATION

Bidders shall 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 information from the bidder, after the bids have been opened, to ensure that the products or services 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.

SEC. 1.16 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER

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

SECTION 2. CONTRACT INFORMATION

SEC. 2.01 CONTRACT TERM

The length of the contract will be from the date of award, approximately **January 1, 2023**, through **December 31, 2027**.

SEC. 2.02 CONTRACT ADMINISTRATION

The administration of this contract is the responsibility of the procurement officer or person appointed by the Department of Natural Resources, Division of Forestry.

SEC. 2.03 CONTRACT FUNDING

Department of Natural Resources, Division of Forestry, is establishing a not to exceed amount of \$10,000,000 for the term of the contract.

Approval or continuation of a contract resulting from this ITB is contingent upon legislative appropriation.

SEC. 2.04 CONTRACT EXTENSION

Unless otherwise provided in this ITB, the State and the successful bidder/Contractor agree: (1) that any extension 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) the procurement officer will provide written notice to the Contractor of the intent to cancel the month-to-month extension at least 30 days before the date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

SEC. 2.05 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS

During the course of this contract, the Contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the State will provide the Contractor a written description of the additional work and request the Contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The Contractor will not commence additional work until the procurement officer has secured required State approvals necessary for the amendment and issued a written contract amendment.

SEC. 2.06 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 2.07 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.08 CONTRACT PERFORMANCE LOCATION

The location(s) the work is to be performed, and managed is at the **SOLDOTNA FORESTRY BASE, SOLDOTNA, ALASKA**.

The State **WILL** provide workspace for the Contractor.

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.

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.

SEC. 2.09 SCOPE OF WORK AND SPECIFICATIONS

The successful Contractor must provide one medium helicopter, with a fuel servicing vehicle, for the Soldotna Area, which meets the minimum general requirements outlined within this RFP.

I. REQUIREMENTS AND CERTIFICATIONS

(a) REQUIREMENTS:

The Contractor shall provide helicopter flight services to support the State of Alaska, Division of Forestry and Fire Protections Wildland Fire Management Program and other State missions as required. The types of service that the aircraft will generally be required to perform include, but are not limited to:

- (i) Transportation of personnel, equipment, and supplies;
- (ii) Fire patrol, reconnaissance, or detection flights;
- (iii) Transportation of cargo, internal and external;
- (iv) Search and rescue missions;
- (v) Transportation to and from remote areas supporting resource missions; and/or
- (vi) Aerial attack on wildfires with external water bucket.

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 must 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, seven 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).

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

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

The aircraft provided under this contract 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 flight rate.

The State may provide meals, lodging and transportation for the pilot, mechanic and fuel servicing vehicle driver while operating at any location other than the assigned base. 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 permitted shall consist of actual costs for lodging, vendor provided transportation and an allowance for Meal and Incidental Expenses (M&IE) in accordance with AAM 60 Travel, for the geographic area in which assigned and documented on the flight record form. 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 seven day block basis per the terms, conditions, specifications and prices contained in this contract. The Contractor shall be notified at least 48 hours in advance of the extension period. The extension will not exceed 42 days past the last day of the guaranteed period.

(b) CERTIFICATION:

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

The Contractor shall have operations specifications at the Deadline for Responses date and time for this ITB that allow operations of the category and class of aircraft and conditions of flight required under this contract which are: Rotorcraft; VFR- Day; Passengers; and Cargo. Additionally, FAA Operation Specifications shall include "Shall Carry" Hazardous Materials and have a valid certificate of origin of the United States, Mexico, Canada agreement on file for firefighting and/or forest management per FAA AC 00-60B.

The United States, Mexico, Canada authorization is required because the State of Alaska is part of the Northwest Compact international agreement designed for the sharing of wildland firefighting resources between Alaska, Yukon Territory, Northwest Territory, British Columbia, Alberta, Saskatchewan, Washington, Oregon, Idaho, and Montana. Helicopters under contracts resulting from this ITB may be moved to Canada to assist in fire operations. This requirement cannot be waived.

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

The Contractor must be certificated under 14 CFR 133, Rotor External Load Operations. The Contractor must 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 by the State of Alaska, Division of Forestry and Fire Protection Maintenance inspector. In order to carry Federal passengers and/or be utilized for Federal use, all aircraft and pilots must first be approved by DOI/OAS and the US Forest Service via a joint agreement or a cooperator letter.

(c) ORDER OF PRECEDENCE (SPECIFICATIONS):

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

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

(d) CONTRACTS:

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

II. OPERATIONS

(a) FLIGHT OPERATIONS:

- (i) The Contractor shall be responsible for the security of their aircraft, vehicles, and associated equipment used in support of this contract.
 - 1) Aircraft used under this contract will be physically secured and disabled via a dual-lock method whenever the aircraft is unattended. Any combination of anti-theft devices designed to lock aircraft flight control surfaces when not in use, or designed to secure an aircraft to the ground, are acceptable, provided they are appropriate for the aircraft. Operational environments and personnel safety must be considered when selecting the locking devices and methods used;
 - 2) Removal and/or disabling of locking devices and methods must be incorporated into preflight checklists to prevent accidental damage to the aircraft and must be installed in a manner which precludes its inadvertent interference with in-flight operations;
 - 3) Examples of acceptable locking devices & methods are identified below. Utilization of other means of securing or disabling an aircraft are acceptable provided they achieve a level of security equal to or greater than the following example methods:

- A. Keyed magneto keyed starter switch;
 - B. Keyed master power switch;
 - C. Hidden battery cut-off switches;
 - D. Hidden start relay switches;
 - E. Throttle/power lever lock;
 - F. Mixture/fuel lever lock;
 - G. Locking fuel cut-off; and
 - H. Locking tie-down cable.
- 4) Examples of unacceptable locking devices & methods include, but are not limited to, locking aircraft doors, and/or fenced or gated parking areas.
- (ii) The Contractor must operate in accordance with the Contractor's approved operating specifications, all portions of 14 CFR 91, and each certification required under this ITB unless otherwise authorized by the State of Alaska. The Contractor shall have a valid certificate of origin of the United State, Mexico, Canada agreement on file as issued by the FAA for firefighting and/or forest fire management as outlined in AC 00-60b;
 - (iii) The pilot-in-command must ensure that a manifest of all crewmembers and passengers on board has been completed. A copy of this manifest shall remain at the point of initial departure. Manifest changes will be left at subsequent points of departure. In instances where multiple short flights will be made in a specific geographical area which involves frequent changes of passengers, a single manifest of all passengers involved may be left with an appropriate person to preclude unreasonable administrative burden. Pilot shall cooperate with State personnel to complete the manifest in the most efficient manner possible and avoid downtime or unnecessary shutdowns;
 - (iv) Toe-in, single-skid, step-out landings. Due to the hazardous nature of these type landings, toe-in, single-skid, step-out landings are prohibited;
 - (v) The State of Alaska may require the transportation of hazardous materials. The Contractor must be "will carry" FAA hazardous material operators. Such transportation shall be in accordance with the DOI/USDA interagency aviation transport of hazardous materials. A copy of the DOI/USDA interagency aviation transport of hazardous materials information must be on-board the aircraft during all operations conducted under this contract. This handbook will be provided upon award of the contract or if requested by potential contractors. It is the Contractor's responsibility to ensure that each employee that may perform a function subject to this exemption receives training on the requirements and conditions of this exemption. Documentation of this training shall be retained in the employee's records;

- (vi) Flights with doors open or removed shall be required when requested by the State. The aircraft external registration number must be displayed in such a manner as not to be compromised by this requirement; and
- (vii) Smoking in the aircraft is prohibited.

(b) PILOT AUTHORITY AND RESPONSIBILITY:

- (i) 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;
- 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. In addition, all mechanic time in excess of two hours will be applied to the pilots' flight time limitations on a one-hour to one-hour basis; and
 - C. A pilot functioning as a mechanic shall not perform scheduled maintenance such as 50 and 100-hour inspections.

(c) SUBSTITUTION OF PERSONNEL:

At the discretion of 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 hours of flight time.

(d) DAY/NIGHT USE:

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

III. PERSONNEL REQUIREMENTS**(a) PILOT REQUIREMENTS:**

- (i) Due to pilot duty time requirements, a relief pilot (who must adhere to the same pilot duty time requirements as the primary pilot) is required to cover days off for the assigned contract pilot at no additional cost to the State;
- (ii) Pilots must hold at least a FAA Commercial Pilots Certificate with Rotorcraft-Helicopter Rating;
- (iii) Pilots must hold at least a Second Class Medical Certificate issued under provisions of 14 CFR Part 67;
- (iv) Pilots must show evidence of satisfactorily passing an FAA 135.293 (a) & (b) check ride in the past 12 calendar months in the category and class of aircraft being offered for this contract;
- (v) Pilot flying hours shall be verified from a certified pilot log. Further verification of pilot flying hours may be required at the discretion of the Contracting Officer's Technical Representative;
- (vi) Each Pilot shall be a holder of either a USDA-FS or DOI-OAS 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.
- (vii) 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;

- (viii) Pilots shall demonstrate their ability to perform the following functions with the required GPS. The pilot may use only an abbreviated checklist in the performance of this evaluation.
- 1) Determine the geographic coordinates of a destination identified on the sectional aeronautical chart.;
 - 2) Install destination coordinates;
 - 3) Acquire distance/bearing information to a destination;
 - 4) Record as a waypoint, coordinates of various locations while in route to a primary destination; and
 - 5) Navigate from a present position to a selected-recorded waypoint or between two recorded waypoints.
- (ix) Pilots shall have logged minimum flying time as Pilot-In-Command as follows:
- 1) Fifteen hundred hours total time in helicopters;
 - 2) One hundred hours total time in helicopters in the last 12 months;
 - 3) One hundred hours total time in weight class of helicopter offered. Defined as: Aircraft having a gross weight of “12,500 pounds or less” or “more than 12,500 pounds.”
 - 4) One hundred hours total time in turbine helicopters;
 - 5) Fifty hours total time in make and model of helicopter offered. Pilot flight hour requirements in make and model may be reduced by 50% if the pilot shows evidence of satisfactorily completing the manufacturer’s approved ground school and flight check in the make, model and series of helicopter used on this contract;
 - 6) Ten hours total time in make, model and series of helicopter offered in the previous 12 months;
 - 7) Ten hours total time in make, model, and series of helicopter offered in the last 30 days, prior to “seasonal” contract start.;
 - 8) Ten hours total time in typical terrain in the make and model helicopter offered. Defined as terrain where the aircraft will operate during the contract period that has the same features, to include density altitude and remoteness;
 - 9) Two hundred hours total time in mountainous terrain. Defined as pinnacle landings and approaches at various elevations and density altitudes of over 5,000 feet above sea level, and in areas of rugged peaks, deep canyons, cliffs, rock outcroppings, steep slopes, including landing on mountain tops and confined areas surrounded by trees, brush, rocks, snow, and ice; 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.
- (x) The precision placement of externally carried cargo and water is an operational requirement of this contract. Pilots shall be required to place cargo and/or water precisely where requested regardless of cable length, while operating within the helicopters capability. Pilots shall show written evidence of qualification to transport Class A and B external loads;
- (xi) Pilots shall operate to the standards and procedures written in the State of Alaska, Division of Forestry and Fire Protection, Aviation Policies and Procedures Manual. These Policies and Procedures are available upon request; and
- (xii) The Contractor must 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.

(b) MECHANIC REQUIREMENTS:

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

- (i) 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.

IV. DUTY TIME AND FLIGHT LIMITATIONS

(a) FLIGHT CREWMEMBER DUTY TIME LIMITATIONS:

- (i) Flight crewmembers may be relieved from duty for fatigue or other causes before reaching flight hour or duty limitations. Personnel will be on standby during the hours stipulated by the State;
- (ii) The first nine 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;
- (iii) The State may require an approved flight crewmember (Pilot/Mechanic) to remain on duty more than the first nine 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;
- (iv) Duty includes flight time, ground duty of any kind, travel to and from duty stations/assigned bases, and standby or alert status. Local travel up to a maximum of 20 minutes each way between the work site and place of lodging will not be considered duty time;
- (v) 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 post-flight or pre-flight activity, prior to any assigned duty period (rest is defined as the time spent between duty periods characterized as inactivity or ease and free from labor).

(b) FLIGHT TIME LIMITATIONS:

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

- (iii) When a flight crewmember has exceeded the daily flight time limitations, that flight crewmember must have a rest period before being assigned or accepting an assignment for flight time of at least:
 - 1) Eleven hours of rest if the flight time limitation is exceeded by not more than 30 minutes;
 - 2) Twelve consecutive hours of rest if flight time limitation is exceeded by more than 30 minutes, but not more than 60 minutes;
 - 3) Sixteen consecutive hours of rest if the flight time limitation is exceeded by more than 60 minutes; and
 - 4) A maximum of 42 hours flight time during any consecutive six-day period. When a pilot acquires more than 36 hours of flight time in any consecutive six-day period, that pilot shall be given the following 24-hour period off duty.
- (iv) The pilot is responsible for keeping the helicopter manager, helibase manager, and/or other State representative apprised of flight and duty time. Travel time to the workstation more than 20 minutes must be reported as duty time.

(c) PERSONAL PROTECTIVE EQUIPMENT (PPE):

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

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

(d) MECHANIC DUTY LIMITATIONS:

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

- 2) All mechanics, including relief mechanics, will have two full days off duty (2-24 hour periods) during any 14-day period during the performance of this contract. Off duty days need not be consecutive.
- (ii) 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;
- (iii) The State may further restrict daily duty hours and may remove mechanics for fatigue or other caused before reaching their daily duty limitations; and
- (iv) The mechanic will be responsible for keeping the immediate controlling contract representative apprised of his/her duty limitation status. Travel time to the workstation in excess of 20 minutes must be reported as duty time.

V. AIRCRAFT REQUIREMENTS

(a) CONDITION OF EQUIPMENT:

- (i) 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;
- (ii) All windows and windshields must be clean and free of scratches, cracks, crazing, distortion or repairs, which hinder visibility. Repairs, such as safety wire lacing and stop drilling of cracks, are not acceptable permanent repairs. Prior to acceptance, all temporarily repair windows and windshields shall have permanent repairs completed or shall be replaced. Sliding doors shall be operated easily and smoothly with all rollers and tracks in good condition, as determined by 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;
- (iii) The aircraft, to include exterior paint, shall be clean, neat and in good condition. External parts such as window frames, panels and other painted components will be repainted if they are replaced during the contract period to maintain a neat appearance and provide corrosion protection. Heat damaged, flaking, or excessively faded paint on tail boom must be replaced as determined by the COTR; and
- (iv) These equipment concerns are in addition to airworthiness requirements.

(b) REQUIRED EQUIPMENT AND ACCESSORIES:

The following equipment and accessories are required:

- (i) Navigational publications including the Alaska Supplement and a complete set of current Sectional Aeronautical Charts covering the area of operation. Electronic versions of these documents on eight-inch or larger screen devices are allowed;
- (ii) First aid kit (aeronautical) in accordance with Attachment 2;
- (iii) Survival kit in accordance with Attachment 2;
- (iv) Free air temperature gauge;
- (v) Aircraft must have approved lighting for night operations in accordance with 14 CFR 91, including instrument lights;
- (vi) One set of individual lap belts for each occupant. FAA or Transport Canada approved shoulder harness integrated with seat belt with one single point metal-to-metal quick release mechanism for each passenger position;
- (vii) Double strap shoulder harness with automatic or manual locking inertia reel for each front seat occupant. Shoulder straps and lap belts shall fasten with one single-point metal-to-metal, quick-release mechanism. Heavy-duty (Military style) harnesses with fabric loop connecting the shoulder harness to the male portion of the lap buckle, similar to those installed in transport category helicopters, are acceptable;
- (viii) One flight meter or Hobbs recording in hours and tenths and activated by an oil pressure switch wired in series with collective switch or equivalent system to record flight time only. The meter must be installed in a location readable from the front observer's seat. Any additional hour meters shall be placarded "Not for Forestry Use;"
- (ix) Fire extinguisher(s) as required by 14 CFR 135.155, containing a minimum of 1-1/2 pounds of extinguishing agent, rated for B and C fires;
- (x) Dual Controls are required under certain circumstances (such as check rides) and must be installed within one hour of request, if not already present;
- (xi) Flight instruments for low visibility flight conditions, including Directional Gyro, Gyroscopic Bank and Pitch Indicator, Rate of Turn Indicator and Vertical Speed Indicator;
- (xii) Cabin heater with windshield defogger;
- (xiii) High skid-type landing gear;
- (xiv) Personnel access step. Helicopters equipped with extended gear shall have a personnel access step to assure safe entrance and exit from each door of the helicopter;
- (xv) Bear paws or tundra boards, no skis;

- (xvi) One fifteen cubic foot baggage compartment within the aircraft fuselage specifically designed to carry cargo separate from the passenger compartment or external covered basket. This compartment must be capable of accommodating 58- inch long shovels, racks, and other tools;
- (xvii) Aircraft must have cargo space in the aft passenger compartment. The cargo space shall be equipped with a restraint device or cargo bin to prevent cargo from interfering with the passenger compartment or operation of the sliding door.
 - 1) A restraint device, if used in lieu of a cargo bin, shall be constructed from nylon webbing and will be secured to the transmission bulkhead with a minimum of six equally spaced attachments between the cabin ceiling and the cabin floor. The six equally spaced encompass the passenger seat stanchion with a minimum of six equally spaced individual loops. The restraint device shall be equipped with buckles to adjust the tension of the net;
 - 2) A solid bulkhead or nylon webbing with nylon mesh shall be installed between the passenger compartment and the cargo compartment and be secured to the nylon webbing. The bulkhead or nylon webbing with nylon mesh shall extend from the cabin ceiling to the cabin floor and from the transmission bulkhead to the inner edge of the passenger seat stanchion; and
 - 3) A baggage/restraint system shall be provided to allow use of the space above the internal fuel tank.
- (xviii) 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;
- (xix) The aircraft must be equipped with a forward-facing Recognition Pulse Light System.
 - 1) The system must be independent of the landing lights and shall pulse two lights rated at a minimum of 250 watts each or LED equivalent;
 - 2) Lights must be on each side of the aircraft (bottom of fuselage) and mounted as far from the aircraft’s centerline as practical. The installed lights must not reflect, through the convex mirror, into the pilot’s field of vision and
 - 3) Standard farm equipment /automotive light assemblies adapted to the aircraft with a pulse unit are not permitted. FAA Form 337 or other approval must be provided at time of contract inspection;
- (xx) Must have High Visibility paint schemes on main rotor blades;
- (xxi) Approved engine air intake filtering devices capable of filtering sand and dust particles or an inlet particle separator;
- (xxii) Locking caps on all fuel ports;

- (xxiii) One 90-gallon auxiliary fuel tank shall be installed on the LEFTHAND side of the aircraft, unless the Contractor has LEFTHAND pilot authority with passengers. The tank must be FAA or Transport Canada approved for use while transporting passengers. This is only a requirement if the helicopter cannot fly 290 nautical miles on the internal factory fuel capacity;
- (xxiv) 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;
- (xxv) The aircraft must be equipped with a convex mirror for observation of the sling load by the pilot;
- (xxvi) Two-folding water and retardant buckets similar to a Bambi style bucket. If the helicopter cruising speed is 100 knots plus or minus 5-knots (95 – 105 knots), the bucket size shall be 320 U.S. gallons as a minimum and its capacity shall be adjustable by load level adjusting method. If cruising speed is 130 knots, plus or minus 5 knots (125 – 135 knots), the bucket size shall be 240 US 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;
- (xxvii) Water/retardant bucket operating switches must be “guarded” and mounted on the collective, be clearly marked for “Open” and “Closed” and must be spring loaded to the “Closed” position;
- (xxviii) An approved bubble window in door on pilot’s vertical reference position must be provided to facilitate vertical reference long line operations. The door shall be equipped with a torque meter, FIRE WARNING light, and a master caution light visible to the pilot. A dual tachometer shall be installed in either the door or left-hand instrument panel. Aircraft must have both a manual and an electrical release at the left-hand pilot’s position;
- (xxix) 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;
 - 2) The remote hook-operating switch must be clearly marked for “Open” and “Closed,” and must 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 must comply with 14 CFR 133 and Advisory Circular AC 43.13-1A.
- (xxx) An MS 310E-24-11S nine pin connector must be provided as the power source for the remote cargo hook. Pin D must be airframe ground. Pin E must 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;
- (xxxi) Power source connected through a five-ampere circuit breaker for State- furnished infrared imaging system. The Contractor must furnish and install a MS3112E-12-3S three-pin connector. Pin “B” must be airframe ground; Pin “A” must be +28VDC (for 28-volt aircraft). The connector shall be located for convenient access from the right-hand aft passenger seat position;
- (xxxii) All installations and modifications prescribed above must comply with 14 CFR 43 and must be FAA or Transport Canada approved;
- (xxxiii) 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; and
- (xxxiv) 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 10 inches high and in “bold-black type.”

(c) PORTABLE FUEL SERVICING EQUIPMENT:

The Contractor must furnish with each aircraft a portable fuel pump, barrel stem, hoses and filtration system for refueling in remote areas.

- (i) The filtration system must be qualified to Institute of Petroleum (IP) effluent quality specifications. The following cartridges meet IP effluent quality specifications;
- (ii) Velcon: Aquacon Spin-On filters (ACO-4050 1SPxxx, AC)-40901SPxxx) or equivalent filter approved for Jet-A or JP-4;

- (iii) All filter cartridges shall be changed when fuel flow is reduced from normal flow rates. Fuel filters cartridges must be changed annually. The filter cartridge change date will be placarded on the filter vessel;
- (iv) The Contractor must have available with the pump, two spare refueling system filter cartridges. The filter cartridges must be new and stored in sealed containers to prevent contamination; and
- (v) The pump must be hand or electrically operated. Electric pumps must use Aircraft DC power.

VI. AVIONICS REQUIREMENTS

(a) GENERAL:

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

(b) REQUIRED COMMUNICATION/NAVIGATION/OTHER SYSTEMS:

- (i) One "406" Automatic Portable Emergency Locator (ELT/AP) or an Automatic Fixed/Portable Emergency Locator (ELT AF/AP) meeting TSO- C126, must be installed in the helicopter cabin in a conspicuously marked location that is easily accessible, and readily removable in the event of an accident. ELT must meet TSO-C126 for all contract years;
- (ii) A Uni-directional "406" ELT must be installed with the "arrow" aimed 45 degrees downward from the normal forward "direction-of-flight" of the helicopter. If the primary antenna is a fixed type, a portable antenna must be attached to the ELT unit. ELT must meet TSO-C126 for all contract years;
- (iii) In lieu of the ELT requirement above, a 406 Automatic Fixed Emergency Locator Transmitter (ELT AF) meeting TSC-C-126 that requires tools to remove from the aircraft may be acceptable when a handheld portable ELT/EPIRB is furnished. The ELT/EPITB shall be compact and easily carried by the PIC. A handheld ELT/EPIRB such as Emergency Beacon Corporation's Model EBC-102 with telescoping antenna or Emergency Locator Products Corporation's Model ELP-1000 meets this requirement;
- (iv) Two VHF/AM airways communication transmitter/receiver systems (VHF-1 and VHF-2), minimum 760 transmit and receive channels, 118.000 to 136.975 MHz, minimum 5 watts transmit carrier power. Weatherproof external broadband antennas of applicable frequency shall be used, mounted on the exterior of the helicopter;
- (v) ONE VHF/FM transceiver is required.
 - 1) Provisions (rack & wiring harness/plug) for Technisonics 610/9100 ALMR transceiver, provided by the 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 must be no less than 10 watts. The transceiver must be capable of displaying receiver and transmitter operating frequency and must provide both receiver and transmitter activation indicators for MAIN and GUARD. Simultaneous monitoring of both MAIN (150 – 174 MHz) and GUARD (168.825 MHz) receivers is required. Scanning of the GUARD frequency is not acceptable. The transceiver's operational controls must be located and arranged so that the pilot and observer/co-pilot, when seated, have full and unrestricted movement of each control without interference from their clothing, the cockpit structure, or the flight controls;
 - 3) Two CTCSS sub-audible tone encoders with a minimum of 32 selectable tones meeting the current EIA RS-220 standard are required, which shall be integral parts of the transceivers, providing a display of the selected tone; and
 - 4) The encoder/transceiver systems shall be capable of encoding a 110.9 Hz tone on all GUARD (168.625 MHz) transmissions.
- (vi) One ATC transponder system, MODE S capable or ADSB out compliant, meeting the requirements of 14 CFR 91.215(a) tested and inspected per 14 CFR 91.413. The transponder must have been last tested during the one year period preceding the start or renewal date of the contract;
- (vii) Pressure altitude reporting system meeting the requirements of 14 CFR 91.215(b). Encoding altimeter or remote encoder connected to the ATC transponder for altitude reporting and installed in accordance with Advisory Circular AC 43-6A. Reference FAR 135.160 Radio Altimeter;
- (viii) Other Avionics:
One Automated Flight Following (AFF) system compatible with the government's AFF network (Webtracker). Not all available systems are compatible with Webtracker, nor do they meet Webtracker's requirements.

It is critical that the Contractor ensure that the AFF system offered is compatible with Webtracker. Refer to the website at <https://www.aff.gov/>, for a list of previously successful AFF equipment manufacturers. Additionally, regardless of provider used by the Contractor, 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.

The AFF system shall be powered by the aircraft's electrical system, installed per the manufacturer's installation manual, and operational in all phases of flight. AFF equipment shall utilize as a minimum: satellite communications, an externally- mounted antenna, provide data to the government's Webtracker software, use aircraft power via a dedicated circuit breaker for power protection, be permanently mounted to the aircraft's airframe, so as to not endanger any occupant from AFF equipment during periods of turbulence. Wiring installation must be of a permanent nature and not 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/>. Prior to the annual contract inspection of the aircraft, the Contractor shall additionally perform an operational check of the system.

(c) ONE GLOBAL POSITIONING SYSTEM (GPS):

- (i) Hand-held or mountable aviation portables are acceptable, as long as they meet the specifications below;
- (ii) The GPS unit must be mounted in or on the aircraft's radio/instrument panel. The unit shall be convenient for use by both the pilot and front seat observer;
- (iii) The GPS must utilize an external mounted aircraft antenna; and
- (iv) The GPS shall have a Light Emitting Diode (LED), or other displays with high contrast. Some examples of acceptable displays are:
 - 1) Electroluminescence; and
 - 2) Film Super-Twisted LED with backlight display.

(d) AUDIO SYSTEMS:

- (i) Separate audio control systems (which may be combined in a single unit) shall be provided for the pilot and observer. Each system shall provide pilot and observer with separate controls for selection of multiple receiver audio outputs and transmitter microphone/PTT audio inputs. Each system shall also provide pilot and observer with separate controls for adjustment of both interphone and receiver audio output levels;
- (ii) The respective controls of each audio system shall be located conveniently for the pilot and observer. Labeling and marking of controls shall be correctly referenced, legible and permanent;
- (iii) Earphones and microphones:

- 1) The system shall be designed for operation with 600 ohm earphones and carbon-equivalent, noise-cancelling boom type microphones (Gentex Electric type Model 5060) and/or a standard helicopter headphone jack installation. The pilot position may only be configured for low impedance (dynamic) operation; and
 - 2) U-92A/U (single/female) type earphone/microphone jacks shall be required in the aircraft.
- (iv) Radios and systems – As a minimum, the audio control systems shall provide for a selection of the following radios and systems:
- 1) VHF-AM aeronautical transceiver (VBHF-1 and VHF-2);
 - 2) Airborne VHF-FM transceivers (FM-1 and ALMR 610);
 - 3) Public Address system; and
 - 4) Satellite Phone (Sat phone);
- (v) Push-to-talk operations:
Separate PTT switches shall be provided for radio transmitter and interphone microphone operation at the pilot, observer and the two aft cabin exit positions. The pilot's PTT switches shall be mounted on the cyclic control. The observer switches should be on the cord of the earphone/microphone connector or a floor switch. If a floor switch is used, a labeled toggle switch controlling intercom/transmit shall be mounted convenient to the observer seat position. Aft cabin position PTT switches shall be mounted on the cord to the earphone/microphone connector. The operations of a push to talk switch at any one position shall not energize the microphone at any other position; and
- (vi) Transmitter selection and operation:
Separate transmitter selection controls shall be provided for the microphone/PTT inputs of both pilot and observer. The system shall be configured so that pilot and observer may each simultaneously select and utilize a different transmitter. The two aft cabin exit positions shall utilize the transmitter(s) as selected by the observer or be equipped with separate audio panels. Whenever a transmitter is selected, the companion receiver audio shall automatically be selected for the corresponding earphone. Transmitter sidetone audio shall be provided for the user as well as for cross-monitoring via the corresponding receiver selection switch on the other audio control system.
- (vii) Receiver audio selection and operation:
- 1) Separate controls shall be provided for pilot, and observer selection of audio from one or any combination of available receivers; and
 - 2) The two aft cabin exit positions shall utilize the transmitter(s) as selected by the observer or be equipped with separate audio panels.

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

(viii) Interphone system:

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

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

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

- 1) None of the headset jacks shall be paralleled but shall be fed from the interphone amplifier with separate impedance matching networks to assure equal output to each headset jack; and
- 3) The Contractor shall install a public address system with an external PA speaker. The system must be capable of transmitting verbal directions from the observer/co-pilot position, and capable of generating siren, wail, or whelp tones common to emergency vehicles. Automotive/industrial speakers mounted to the skid tube or similar installations are not acceptable.

(e) AVIONICS INSTALLATION AND MAINTENANCE STANDARDS:

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

VII. MAINTENANCE REQUIREMENTS

(a) GENERAL:

- (i) The aircraft must be operated and maintained in accordance with the manufacturer's specifications and applicable FAR's;
- (ii) The Contractor shall provide transportation of required support personnel and supplies to bases of operation. However, State transportation may be made available on a space available basis. There is no guarantee as to the availability, frequency, and/or available space on such flights;
- (iii) Any unscheduled maintenance events during the performance of this contract that 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 Department of Interior (DOI) Office of Aircraft Services (OAS) 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 Contractor shall not operate the aircraft on the contract until the State COTR has returned it to availability; and
- (iv) 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.

(b) INSPECTION:

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

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

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

- (iii) The Contractor must maintain an adequate supply of those repair or replacement parts most frequently used on the contract aircraft, and the materials necessary to efficiently perform the functions required by the contract. The Contractor shall further provide those tools and special equipment recommended by the manufacturer of the contract aircraft for maintenance on that aircraft. Such parts and materials must be located at the designated base from which the helicopter will operate or within 48 hours from the base.

(c) PREVENTATIVE MAINTENANCE:

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

(d) MAINTENANCE TEST FLIGHT:

- (i) A functional maintenance test flight shall be performed at the Contractor's expense, following installation, overhaul, major repair, or replacement of any engine, power train, rotor system, or flight control system, or when requested by the COTR. This must be accomplished before the aircraft resumes service under the contract. The result of this test flight must be entered into the aircraft records by the pilot; and
- (ii) The Contractor must immediately notify 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.

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

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

- (iii) The Contractor must supply, at the initial agency inspection, and at any time thereafter 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 must include the components name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, and/or inspected. This list must be generated at least monthly. A copy shall be available to the mechanic at his designated base of operations;

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

- (iv) 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 must provide information and documentation as to the status of parts orders requested by the mechanics; and
- (v) All equipment on the aircraft must be operable unless deferred by an approved/accepted Maintenance Program, a “MEL” or FAR regulation. Any repairs deferred by an “MEL” must be recorded and repaired within the time period specified. In addition, the Contractor must notify the COTR whenever repairs are deferred. Reference FAR 135.179 Minimum equipment list usage.

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

All applicable FAA AD’s and required MMSB’s must be complied with prior to the performance of the contract. A list of FAA AD’s and required MMSB’s on the make and model of the aircraft offered shall be made available. The list will be similar to that in Advisory Circular AC 43-9B. Signature of persons verifying accuracy of the list is required. All AD’s and required MMSB’s published during the contract must be complied with.

(g) WEIGHT AND BALANCE:

- (i) 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 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;

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

(h) MANUALS/RECORDS:

- (i) 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);
- (ii) 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;
- (iii) 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; and
- (iv) Before the start date of the contract, all maintenance deficiencies must be corrected or deferred in accordance with the Operator's Accepted/Approved Maintenance Program. Deferred discrepancies will be evaluated, and the aircraft approved for contract use on a case-by-case basis. Those deficiencies occurring during performance under the contract shall be corrected in accordance with the appropriate FAR's or the Approved Maintenance Program.

(i) TURBINE ENGINE POWER ASSURANCE CHECKS:

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

VIII. SERVICING REQUIREMENTS

(a) FUEL REQUIREMENTS:

- (i) The Contractor must provide one fuel servicing vehicle, (trailers are acceptable) for the aircraft; and
- (ii) The vehicle shall be stationed at the designated base, unless dispatched by the State of Alaska to other locations.

(b) VEHICLE SPECIFICATIONS:

- (i) The vehicle must be a truck or trailer capable of transporting fuel over dirt roads and being operated at posted highway speeds;
- (ii) The vehicle's tank(s) must have a capacity of a minimum of 8 hours of useable fuel for the make and model helicopter operating on the contract based on standard fuel consumption rates. The vehicle manufacturer's gross vehicle weight (GVWR) with full fuel tanks and accessories must not be exceeded;
- (iii) The vehicle must be properly maintained, clean and reliable. Tanks, plumbing, filters and other required equipment must be free of rust, scale, dirt and other contaminants. All leaks must be repaired immediately;
- (iv) Fuel tanks must be securely fastened to the vehicle frame in accordance with DOT regulations. All tanks must have a low point sump/settling area and drains that allow water/particulate contamination accumulation and removal during daily preventative maintenance;
- (v) A 10 Gallon-Per-Minute (GPM) flow rate delivered by the filter and pumped at the nozzle is the minimum size acceptable. Filter and pump sizes must be compatible with the helicopter being serviced; and
- (vi) Fuel transfer pumps must be designed for dispensing fuel. Gasoline engines powering pumps must have a shielded ignition system, a flame and spark arresting exhaust system, and a metal shield between the engine and pump. The pump seals must be fuel compatible. Terminal connections on electrically-powered pumps must be insulated to prevent sparking in the event of contact with conductive material. All refueling pumps regardless of power source must be listed for use with petroleum products by Underwriters Laboratory (UL).

(c) EQUIPMENT:

The Contractor must equip and maintain the vehicle as shown below:

- (i) Two fire extinguishers, each having a rating of at least 20-B:C and with one extinguisher mounted on each side of the vehicle. Extinguishers must comply with National Fire Protection Association (NFPA) 10: Standards for Portable Fire Extinguishers;
- (ii) Fuel tanks must be designed to allow removal of contaminants from the sediment settling area. The sump shall be drained daily when the system is used;

- (iii) All tank inlet ports, sump drains, and the fuel nozzle must be locked closed or stored inside locked compartments when not in use to preclude tampering, contamination, and/or improper drainage of the fuel supply;
- (iv) The fuel hose shall be compatible with the aviation fuel dispensed. Hoses with manufacturer's "Aviation Fuel" markings are acceptable. The hose must be free of damage or cracks that expose underlying cord and shall be kept in good repair;
- (v) The Fuel nozzle must include a 100-mesh or finer screen, a dust protective device and a bonding cable with clip or plug. No nozzle hold open devices are permitted;
- (vi) One accurate fuel-metering device for registering quantities in U.S. gallons of fuel pumped. The meter must be positioned so it is in full view of the person fueling the aircraft. All fuel transfers to the aircraft shall be documented and tracked;
- (vii) Fuel servicing vehicles shall have adequate bonding cables which must be utilized in accordance with NFPA 407: Standard for Aircraft Fuel Servicing;
- (viii) Sufficient petroleum product absorbent pads or materials to absorb or contain a 5-gallon petroleum spill; and
- (ix) For open port/splash refueling, the fuel flow control valve may be on the nozzle. Rapid/hot refueling shall not be performed.

(d) FILTERING SYSTEM:

- (i) The fuel filtration system must be designed to withstand fuel system pressures and flow rates;
- (ii) The filter manufacturer's operating, installation and service manual must be carried in the fuel service vehicle. The Contractor shall be responsible for ensuring compliance with the provisions of this service manual;
- (iii) The aviation fuel filtering system must meet the following contamination removal limits or be certified compliant with E1 1581 or 1583, Specifications and Qualifications procedures for Aviation Jet Fuel Separators. The Contractor must consult with filter manufactures data to determine compatibility;

Total solids	1.0mg/U.S. gallon average, 1.9 mg/U.S. gallon maximum
Appearance	The effluent fuel shall be clear and bright
Free Water	15 ppmv
Media Migration	10 fibres/liter

- (iv) Fuel filter vessels must be placarded indicating the filter changed date. Filters must be changed in accordance with manufacturer's recommendations, including any differential pressure limitations, but at no greater interval than every 12 months;

- (v) A differential pressure indicating system that samples the inlet and outlet pressures of the fuel filter vessel must be installed if recommended by fuel filter vessel manufacturer or on any fuel systems with an operating pressure of 25 psi or higher. Analog gauges must be calibrated in one pound increments and compatible with maximum output pressure rating. Gauges that utilize RED/GREEN indications are acceptable if the colored indications meet the pressure guidelines contained in the manufacture's recommendations. All indicating systems must be viewable by the operator during the fueling operation;
- (vi) The filter vessel assembly must have a drain and the assembly must be mounted to allow for sampling and pressure flushing of the unit. If installed, water sight gauge balls must be visible to the operator during fueling operations; and
- (vii) At least one spare filter media, spare gasket/packing and other spare components of the fuel servicing vehicle filtering system must be stored in a clean, dry area in the fuel servicing vehicle.

(e) FUEL SERVICING VEHICLE MARKINGS:

- (i) The Contractor shall be responsible for compliance with 49 CFR Part 172, including emergency response information;
- (ii) Each vehicle must have NO SMOKING signs with letters that are a minimum of 3 inches high and that are visible from both sides and rear of the vehicle; and
- (iii) Each vehicle must be conspicuously and legibly marked to indicate the nature of the fuel. The markings must be on each side and the rear in letters at least three inches high on a background of a sharply contrasting color such as Avgas by grade or jet fuel by type.

(f) FUEL SERVICING VEHICLE DRIVER REQUIREMENT AND QUALIFICATIONS:

- (i) For each day the aircraft is required to be available, the Contractor must furnish a fuel servicing vehicle driver who meets all DOT requirements for fuel vehicle drivers;
- (ii) Fuel servicing vehicles and operators must meet 49 CFR requirements;
- (iii) When the mechanic serves as the fuel servicing vehicle driver, the more stringent of the duty limitations apply. Within 48 hours of the helicopter and fuel servicing vehicle leaving the designated base area (Kenai- Kodiak Area), the Contractor shall supply a separate fuel servicing vehicle driver;
- (iv) The Contractor must ensure that fuel servicing vehicle drivers comply with DOT Safety Regulations 49 CFR Parts 390-399, including duty limitations;
- (v) The fuel servicing vehicle driver must have a minimum of 2 full calendar days of rest during any 14 day period;
- (vi) The State will pay Per Diem and Lodging for the fuel vehicle servicing driver when away from the Designated base;

- (vii) The Contractor shall furnish fuel from the fuel servicing vehicle into any other State of Alaska Division of Forestry and Fire Protection Exclusive Use and Call When Needed aircraft when requested by the State; and
- (viii) Payment for any fuel dispensed will be charged at the actual rate that the Contractor paid, supported by the actual invoice. This payment will be an extra charge, not including the actual dry hourly rate of \$1600.

(g) PAYMENT FOR FUEL-SERVICING VEHICLE MILEAGE:

- (i) A fuel-servicing vehicle is required for all fire support and non-fire use;
- (ii) The price of the vehicle and the driver is included in the daily availability rate;
- (iii) Payment will be made only for miles driven in support of the aircraft;
- (iv) For Exclusive Use, the fuel-servicing vehicle will be paid mileage when it is dispatched by the State of Alaska to give service support to helicopters away from the designated base as follows:

VEHICLE MILEAGE SCHEDULE

- 1) \$4.00 per Mile- where carrying capacity of aircraft fuel is 1,500 gallons or more; and
- 2) \$3.50 per Mile- where carrying capacity of aircraft fuel is at least 750 gallons to 1,499 gallons.

IX. ADMINISTRATIVE REQUIREMENTS

(a) PRE-AWARD INSPECTION:

- (i) Any aircraft offered will be subject to inspection and approval by Contracting Officer's Technical Representative prior to award of this contract. The aircraft must be available for inspection within 10 days of bid opening;

Aircraft offered must have current operations specifications and meet all minimum specifications stated in this ITB at the Deadline for Responses (bid closing date and time) set for this ITB.

The aircraft shall be made available for inspection within Alaska. Otherwise, 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; and

- (ii) 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.

(b) PRE-ANNUAL START-UP INSPECTION:

- (i) In addition, the Contractor, at the Contractor's expense, must have the aircraft available for inspection a minimum of seven 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;

- (ii) 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;
- (iii) 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;
- (iv) Any inspection of additional aircraft or personnel after this inspection shall be at the Contractor's expense; and
- (v) 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, then re-inspection costs incurred by the State will be charged to the Contractor. Such costs will include actual costs of transportation, per diem and overtime of the State Inspector. The Contractor shall give 72 hours advance notice to the State when the aircraft is ready for re-inspection.

(c) OTHER INSPECTIONS:

- (i) 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;
- (ii) When inspection or re-inspection reveals that the equipment and/or pilot do not meet specifications, the Contractor will be deemed unavailable from the beginning of the performance failure to correction of such failure, with penalties as described below; and
- (iii) Inspection by the 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.

(d) CERTIFICATION, REGISTRATION, AND AIRCRAFT AUTHORIZATION:

- (i) At the time of any inspection, the aircraft must be: (1) properly certified and registered by the FAA or Transport Canada; and (2) comply with all specifications set forth in this contract;
- (ii) The aircraft must be inspected, approved, and carded by the State of Alaska Division of Forestry and Fire Protection Maintenance inspector. In order to carry Federal passengers and/or be utilized for Federal use, all aircraft and pilots must be approved by DOI/OAS and the US Forest Service via a joint agreement or a cooperator letter; and

- (iii) 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.

(e) UNSATISFACTORY PILOT OR MECHANIC PERFORMANCE:

- (i) 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, and/or skill of the pilot and/or mechanic is unsatisfactory. If such a determination is made, the helicopter may be grounded at the option of the Contracting Officer, Contracting Officer's Technical Representative, Contracting Officer's Representative, the aircrafts' Helicopter Manager or the State DOF Aviation Supervisor;
- (ii) 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;
- (iii) Brief illness or injury (such as common cold, flu or small burns or cuts) shall not be considered cause for dismissal, unless it impairs the accomplishment of the project;
- (iv) However, if the helicopter is grounded because the pilot or mechanic is determined to be unsatisfactory, the penalties outlined in the section entitled definition of flying time and computation of guaranteed minimum flying time will be assessed; and
- (v) Failure of the pilot to respond in a timely manner to alerts will warrant his dismissal from the contract and replacement with another qualified pilot by the Contractor within 24 hours.

(f) ACCIDENT/INCIDENT:

The Contractor must 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 must agree to cooperate fully in any investigation and provide any needed records of an accident/incident during this contract.

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

(g) ORAL AND WRITTEN STATEMENTS:

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

(h) PAYMENT:

The State guarantees 90 calendar days exclusive use (availability) period per year. **Hourly flight rate is fixed at \$1,600.00.**

- (i) 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 support personnel to and from the designated base;
- (ii) As used in this contract, "flight time" or "flying time" shall mean the time from take-off to landing. Flight time shall be as measured by the local dispatch logs indicating "time off" and "time on." This can be with manual or automated dispatch. Flight times must be recorded daily on State provided Form #10-3133 and upon request, shall be made available immediately for audit by State personnel; and
- (iii) Payment shall not be made for flights for the benefit of the Contractor such as maintenance test flights, ferrying to and from maintenance facilities, required flight following an engine or transmission change, or transportation of the Contractor's support personnel except on space available basis. Any flights required to fulfill pilot proficiency requirements, such as aerial firing qualification will be at the Contractor's expense.

(i) PAYMENT FOR AVAILABILITY:

- (i) Payment of availability will be made at the applicable daily rate;
- (ii) 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 Contractor 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 \$1000 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 10% of one season's exclusive use period, shall be grounds for termination of the contract.

(j) 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 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 workdays. 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.

(k) REPLACEMENT OF HELICOPTER:

In the event that the helicopter under contract is rendered inactive and unavailable for technical reasons or is damaged beyond immediate repair, the Contractor must 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.

(l) PAYMENT OF INVOICES:

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

Kenai/ Kodiak Area (Soldotna)

Department of Natural Resources, Division of Forestry and Fire Protection

Attn: Rotor Aviation Section

101 Airport Road

Palmer, Alaska 99645

(m) SPECIFIC CONDITIONS FOR SOLDOTNA AREA:

- (i) The project shall be performed in those areas of Alaska known as the Kenai/Kodiak Area;
- (ii) The designated base of operations for the helicopter will be at the Soldotna area 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; and
- (iii) One 10-place helicopter is required, with its own pilot and mechanic with adequate provisions for routine and emergency mechanical maintenance. Rotation of pilots and mechanics shall be permitted; however, all pilots and mechanics must meet qualifications and all other terms of this contract. Two "Bambi" style bucket, minimum 240 US gallons at 130 knots cruising speed or 320 U.S. gallons at 100 knots cruising speed.

Minimum General Requirements for the Soldotna 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/jettisonable): variable with cruising speed at:
 - A. 100 knots at 2000 msl at 70 F with 1 ½ hours of fuel on board must be able to pick up, on the hook, a full bucket load of water; and/or
 - B. 130 knots at 2000 msl at 70 F with 1 ½ hours of fuel on board must be able to pick up, on the hook, a full bucket load of water.
 - 4) Range: 290 nautical miles at sea level;
 - 5) Turbine Powered: Minimum 1150 shaft horsepower; and
 - 6) Examples: Bell 212, Bell 212 HP, Bell 210, Bell 205A-1SD (++) EAGLE 212 SINGLE, Bell 412, and BK 117B-2 would normally meet the requirements of this contract when equipped in accordance with specifications identified in this ITB.
- (iv) The Contractor must furnish and install an Iridium Satellite Phone system. The installation must 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, must be mounted in a convenient location in the cockpit. The location shall provide ready, and unencumbered access to its controls by both front seat occupants.

The Iridium phone system audio must 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 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.

(v) 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, 2023, through approximately 6:00 p.m. July 26, 2023. 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 may be extended at the States option on a seven 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.

(n) SUBSISTENCE AND QUARTERS, SOLDOTNA

- (i) The Contractor is responsible for the housing and subsistence of the helicopter crewmembers at or near the designated base.
- (ii) 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 day 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.

XI. BID SCHEDULES

Bid Schedule for Soldotna Area is attached. Bidders must complete all items on the Bid Schedule for the area(s) they are bidding and provide all required documentation with their bid for their bid to be considered responsive.

SEC. 2.10 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The Contractor is responsible for providing all products or the completion of all work set out in the contract. All products or work is subject to inspection, evaluation, and approval by the State. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The State may instruct the Contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The Contractor will not unreasonably withhold such changes.

Substantial failure of the Contractor to perform the contract may cause the State to terminate the contract. In this event, the State may require the Contractor to reimburse monies paid (based on the identified portion of unacceptable products or work received) and may seek associated damages.

SEC. 2.11 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.

SEC. 2.12 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.

SEC. 2.13 INSURANCE

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

Certificates of Insurance must be furnished to the procurement officer prior to contract approval 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:

- Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.
- Commercial General Liability Insurance: Covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
- Commercial Automobile Liability Insurance: Covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

- 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 Additionally Insured for all flight operations under this agreement.

SECTION 3. CONTRACT INVOICING AND PAYMENTS

SEC. 3.01 BILLING INSTRUCTIONS

All invoices produced by the Contractor must contain the following information at a minimum:

- Contract number and title;
- Identification of the billing period;
- An itemized listing of deliverables and charges for the invoiced period;
- Total amount billed;
- Date invoice was submitted for payment;
- Entity name, contact information, and Alaska vendor number.

Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. The State will make payment after it receives the goods or services and the invoice. Questions concerning payment must be addressed to the ordering agency.

SEC. 3.02 PAYMENT FOR STATE PURCHASES

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

Any single contract payments of \$1 million or higher must be accepted by the Contractor via Electronic Funds Transfer (EFT).

SEC. 3.03 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED

Because of the additional administrative and accounting time required of the State when third party financing agreements are permitted, they will not be allowed under this contract.

SECTION 4. EVALUATION AND CONTRACTOR SELECTION

SEC. 4.01 EVALUATION OF BIDS

After bid opening, the procurement officer will evaluate the bids for responsiveness. Bids deemed non-responsive will be eliminated from further consideration. An evaluation may not be based on discrimination due the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the bidder.

SEC. 4.02 APPLICATION OF PREFERENCES

Certain preferences apply to all State contracts, regardless of their dollar value. The Alaska Bidder and Alaska Veteran preferences are the most common preferences involved in the ITB process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the following website:

<https://www.commerce.alaska.gov/web/portals/4/pub/APP/00ApplicationOfPreferences2017.pdf>

- Alaska Products Preference - AS 36.30.332
- Recycled Products Preference - AS 36.30.337
- Local Agriculture and Fisheries Products Preference - AS 36.15.050
- Employment Program Preference - AS 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation list prior to the time designated for receipt of proposals. Bidders must attach a copy of their certification letter to the proposal. **A bidder's failure to provide this certification letter with their proposal will cause the State to disallow the preference.**

SEC. 4.03 ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of 5% will be applied to the total bid price. The preference will be given to a bidder who:

- 1) holds a current Alaska business license prior to the deadline for receipt of bids;
- 2) submits a bid 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 Certification Form

In order to receive the Alaska Bidder Preference, the bid must include the Alaska Bidder Preference Certification Form attached to this ITB. A bidder does not need to complete the Alaska Veteran Preference questions on the form if not claiming the Alaska Veteran Preference. A bidder's failure to provide this completed form with their bid will cause the state to disallow the preference.

SEC. 4.04 ALASKA VETERAN PREFERENCE

An Alaska Veteran Preference of 5%, not to exceed \$5,000, will be applied to the total bid price. The preference will be given to a bidder who qualifies under AS 36.30.990(2) as an Alaska Bidder and is a:

- a) sole proprietorship owned by an Alaska veteran;
- b) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- c) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- d) corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

In accordance with AS 36.30.321(i), 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 government, or the general public.

Alaska Veteran Preference Certification

In order to receive the Alaska Veteran Preference, the bid must include the Alaska Bidder Preference Certification Form attached to this ITB. A bidder's failure to provide this completed form with their bid will cause the State to disallow the preference.

SEC. 4.05 EMPLOYMENT PROGRAM PREFERENCE

If a bidder qualifies for the Alaska Bidder Preference and is offering goods or services through an employment program as defined under AS 36.30.990(12), an Employment Program Preference of 15% will be applied to the total bid price.

In accordance with AS 36.30.321(i), 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 government, or the general public.

SEC. 4.06 ALASKANS WITH DISABILITIES PREFERENCE

If a bidder qualifies for the Alaska Bidder Preference and is a qualifying entity as defined in AS 36.30.321(d), an Alaskans with Disabilities Preference of 10% will be applied to the total bid price.

In accordance with AS 36.30.321(i), 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 government, or the general public.

SEC. 4.07 PREFERENCE QUALIFICATION LETTER

Regarding the Employment Program Preference and the Alaskans with Disabilities Preference, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists companies who qualify for those preferences. As evidence of a company's right to the preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences, a bidder 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.

SEC. 4.08 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.

SEC. 4.09 METHOD OF AWARD

Award will be made to the lowest responsive and responsible bidder. In order to be considered responsive, bidders must bid on all items.

All respondents to this ITB will be awarded a contract provided they meet the specifications, terms, and conditions of this ITB and provided they are determined responsive and responsible bidders.

SEC. 4.10 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.

SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 5.01 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 Preference and Alaskans with Disabilities Preference, a bidder must hold a valid Alaska business license prior to the deadline for receipt of bids. Bidders should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO 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;
- 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 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.

Prior the deadline for receipt of bids, all bidders must hold any other necessary applicable professional licenses required by Alaska Statute.

SEC. 5.02 AUTHORITY

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

SEC. 5.03 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.

SEC. 5.04 SUITABLE MATERIALS, ETC.

Unless otherwise specified in this ITB, 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.

SEC. 5.05 SPECIFICATIONS

Unless otherwise specified in this 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.

SEC. 5.06 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. Unless otherwise specified in this ITB, the State of Alaska Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this ITB.

SEC. 5.07 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/j/tip/>.

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

SEC. 5.08 RIGHT OF REJECTION

Bidders must comply with all of the terms of the ITB, the State Procurement Code (AS 36.30), and all applicable federal, state, and laws, codes, and regulations. The procurement officer may reject any bid that does not comply with all of the material and substantial terms, conditions, and performance requirements of the ITB.

Bidders may not qualify the bid nor restrict the rights of the State. If a bidder does so, the procurement officer may determine the bid to be a non-responsive counter-offer and the bid may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;

- do not change the meaning or scope of the ITB;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

The State reserves the right to refrain from making an award if it determines that to be in its best interest.

A bid from a debarred or suspended bidder shall be rejected.

SEC. 5.09 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

The State will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any bid.

SEC. 5.10 DISCLOSURE OF BID CONTENTS

All bid prices become public information at the bid opening. After the deadline for receipt of bids, all other bid material submitted become the property of the State of Alaska and may be returned only at the State's option. AS 40.25.110 requires public records to be open to reasonable inspection. All other bid information will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, bids will become public information.

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information an offeror submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be Confidential Business Information (CBI). *See, e.g.,* article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the Alaska Uniform Trade Secrets Act); *DNR v. Arctic Slope Regional Corp.*, 834 P.2d 134, 137-39 (Alaska 1991). For OPPM or their designee to treat information an offeror submits with its proposal as CBI, the offeror must do the following when submitting their proposal: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the offeror asserts make the information CBI. If the offeror does not do these things, the information will become public after the Notice of Intent to Award is issued. If the offeror does these things, OPPM or their designee will evaluate the offeror's assertion upon receiving a request for the information. If OPPM or their designee reject the assertion, they will, to the extent permitted by federal and State of Alaska law, undertake reasonable measures to give the offeror an opportunity to object to the disclosure of the information.

SEC. 5.11 ASSIGNMENTS

Per 2 AAC 12.480, the Contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer. Bids that are conditioned upon the State's approval of an assignment will be rejected as non-responsive.

SEC. 5.12 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.

SEC. 5.13 DEFAULT

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

SEC. 5.14 DISPUTES

If the Contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632.

SEC. 5.15 SEVERABILITY

If any provision of the contract or agreement is found to be invalid or 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.

SEC. 5.16 CONTRACT CANCELLATION

The State reserves the right to cancel the contract at its convenience upon **30** calendar days written notice to the Contractor. The State is only liable for payment in accordance with the payment provisions of this contract for supplies or services provide before the effective date termination.

SEC. 5.17 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 5.15 of this ITB, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

SEC. 5.18 SOLICITATION ADVERTISING

Public notice has been provided in accordance with 2 AAC 12.220.

SEC. 5.19 QUALIFIED BIDDERS

Per 2 AAC 12.875, unless provided for otherwise in the ITB, to qualify as a bidder for award of a contract issued under AS 36.30, the bidder must:

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or
- 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the ITB.

If the bidder leases services or supplies or acts as a broker or agency in providing the services or supplies in order to meet these requirements, the procurement officer may not accept the bidder as a qualified bidder under AS 36.30.

SEC. 5.20 FEDERALLY IMPOSED TARIFFS

Changes in price (increase or decrease) resulting directly from a new or updated federal tariff, excise tax, or duty, imposed after contract award may be adjusted during the contract period or before delivery into the United States via contract amendment.

- **Notification of Changes:** The Contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the Contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
 - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
 - b) The Contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment [taxes](#), that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the procurement officer.
- **State's Ability to Make Changes:** The State reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.

- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

SEC. 5.21 PROTEST

AS 36.30.560 provides that an interested party may protest the content of the ITB.

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of bids.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If a bidder wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within 10 days after the date the Notice of Intent to Award the contract is issued.

A protester must have submitted a bid in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

The procurement officer will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All bidders will be notified of any protest. The review of protests, decisions of the procurement officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

SECTION 6. ATTACHMENTS

SEC. 6.01 ATTACHMENTS

Attachments:

- 1) Bidder's Checklist;
- 2) First Aid and Survival Kits;
- 3) Standard Contract Form for Goods and Non-Professional Services - Appendix A, General Conditions;
- 4) Certification Of Entitlement To The Alaska Bidder Preference;
- 5) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion;
- 6) Bid Schedule and Helicopter Data for the Soldotna Area.

ATTACHMENT 1

BIDDER'S CHECKLIST

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

- 1) A completed Page 1 with the Vendor information block completed by the bidder and authorized agent's signature. Only one copy of a completed page 1 is required with your bid.
- 2) A completed Bid Schedule with bid information, preference certification, and amendment lines completed by the bidder for each lot you are bidding.
- 3) A copy of required FAA 133, 135, and 137 certifications. Only one copy of each certification is required with your bid.
- 4) A signed copy of any Mandatory Return amendment(s) issued for this ITB OR acknowledgment of amendment(s) received in the applicable block on the Bid Schedule for the lot(s) you are bidding. If submitting a signed copy, only one copy is required with your bid.
- 5) A 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. Only one copy is required with your bid.
- 6) A 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. Only one copy is required with your bid.

ATTACHMENT 2

FIRST AID AND SURVIVAL KITS

These are 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.

Minimum First Aid Kit Items

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

Item	Passenger Seats	
	0 - 9	10 - 50
Adhesive bandage strips (3" long)	8	16
Antiseptic or alcohol wipes (packets)	10	20
Bandage compresses (4")	2	4
Triangular bandage – 40" (sling)	2	4
Roller bandage – 4"x 5yds (gauze)	2	4
Adhesive tape – 1"x 5yds (std. roll)	1	2
Bandage scissors	1	1
Body Fluids Barrier Kit	1	1
2 – pair latex gloves		
1 – face shield		
1 – mouth-to-mouth barrier		
1 – protective gown		
2 – antiseptic towelettes		
1 – biohazard disposable bag		
NOTE: Splints are recommended if space permits.		

Minimum Aircraft Survival Kit Items for Alaska

Knife
Signal mirror
Signal flares (six each)
Matches (two small boxes in waterproof containers)
Space blanket (one per occupant)
Water (one quart per occupant; not required when operating over areas with adequate drinking water)
Food (one-week emergency rations per occupant)
Candles
Water purification tablets
Collapsible water bag
Whistle
Magnesium fire starter (can be two boxes of matches in waterproof containers, “metal match,” etc.)
Nylon rope or parachute cord (50 feet)
Axe or hatchet
Mosquito head net for each occupant
Small gill net and an assortment of fishing tackle (hooks, flies, lines, sinkers, spinners, etc.)
Insect repellent containing minimum 40% DEET, one for each occupant recommended
Laser rescue light

ATTACHMENT 3

STANDARD CONTRACT FORM

Goods and Non-Professional Services

The parties' contract comprises this Standard Contract Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number	2. Contract Title	3. Agency Fund Code Internal Use Only	4. Agency Appropriation Code Internal Use Only
5. Vendor Number	6. IRIS Document ID #	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of		Division	Hereafter the State, and
9. Contractor		Hereafter the Contractor	
Mailing Address	Street or P.O. Box	City	State ZIP+4
10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it. ARTICLE 2. Performance of Contract: 2.1 Appendix A (General Conditions), Items 1 through 18, govern contract performance. 2.2 Appendix B sets forth the liability and insurance provisions of this contract. 2.3 Appendix C sets forth the scope of work/services to be performed by the Contractor. ARTICLE 3. Period of Performance: The period of performance for this contract begins <u>XXXX</u>, and ends <u>XXXX</u>. There are no renewal options for this contract. ARTICLE 4. Considerations: 4.1 In full consideration of the Contractor's performance under this contract, the Contractor shall pay the State a sum not to exceed <u>\$XXXX</u> in accordance with the provisions of Appendix D. 4.2 When submitting payment to the State, the Contractor shall refer to the Agency Contract Number and send the payment to:			
11. Department of		Attention: Division of	
Mailing Address		Attention:	
12. CONTRACTOR		13. CONTRACTING AGENCY	
Name of Firm		Department/Division	
Signature of Authorized Representative		Signature of Procurement Officer	
Typed or Printed Name of Authorized Representative		Typed or Printed Name of Procurement Officer	
Date		Date	

NOTICE: This contract has no effect until signed by the contracting agency.

APPENDIX A GENERAL CONDITIONS

1. Inspections and Reports:

The department may inspect, in the manner and at reasonable times it considers appropriate, all of the Contractor's facilities and activities under this contract. The Contractor shall make progress and other reports in the manner and at the times the department reasonable requires.

2. Suitable Materials, Etc.:

Unless otherwise specified, all materials, supplies, or equipment offered by the Contractor shall be new, unused, and of the latest edition, version, model, or crop and of recent manufacture.

3. Disputes:

If the Contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620-AS 36.30.632.

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

5. No Assignment or Delegation:

The Contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Procurement Officer.

6. No Additional Work or Material:

No claim for additional supplies or services, not specifically provided in this contract, performed or furnished by the Contractor, will be allowed, nor may the Contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Procurement Officer.

7. Independent Contractor:

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

8. Payment of Taxes:

As a condition of performance of this contract, the Contractor shall pay all federal, state, and local taxes incurred by the Contractor and shall require their payment by any subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

9. Compliance:

In the performance of this contract, the Contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits, and bonds.

10. Conflicting Provisions:

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the Contractor may seek to add. The Contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The Contractor specifically acknowledges and agrees that, among other things, provisions in any documents it sees to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) seek to limit liability of the Contractor for acts of Contractor negligence, are expressly superseded by this contract and are void.

11. Officials Not to Benefit:

Contractor must comply with all applicable federal or state laws regulating ethical conduct of public officers and employees.

12. Contract Prices:

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

13. Contract Funding:

Contractors 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 availability and appropriation of funds.

14. Force Majeure:

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

15. Contract Extension:

Unless otherwise provided, the State and the 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 30 days before the desired date of cancellation.

16. Severability:

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

17. Continuing Obligation of Contractor:

Notwithstanding the expiration date of this contract, the Contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

18. Governing Law; Forum Selection:

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

ATTACHMENT 4

CERTIFICATION OF ENTITLEMENT TO THE ALASKA BIDDER PREFERENCE

I am the offeror or a duly authorized agent of the offeror, and I certify that the offeror is entitled to the Alaska Bidder Preference. I know and understand that the Alaska Bidder Preference provides for substantial benefits which could be favorable to the offeror, and which could affect the award of the Informal Request for Proposals to the offeror's benefit. I am aware that falsely claiming the Alaska Bidder Preference is a violation of the State of Alaska Procurement Code (AS 36.30) and may be cause for felony prosecution and conviction.

I offer the following evidence or statements in support of my Certification of Entitlement to the Alaska Bidder Preference:

- 1) As of the deadline for receipt of the bids, the offeror possesses a valid Alaska business license in any one of the following forms:
 - a 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;
 - 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 notarized affidavit that the offeror has applied and paid for the Alaska business license.
- 2) In addition to holding a current Alaska business license prior to the deadline for receipt of proposals, the offeror:
 - (a) is submitting a bid for goods or services under the name appearing on the offeror's current Alaska business license;
 - (b) has maintained a place of business within the state staffed by the offeror, or an employee of the bidder, for a period of six months immediately preceding the date of the proposal;
 - (c) 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*
 - (d) if a joint venture, is composed entirely of ventures that qualify under items (a)-(c) of this subsection.

Signature of Bidder or Bidder's Authorized Agent

Date

Printed Name

ATTACHMENT 5
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 bid.

Name of Representative: _____.

Title of 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.

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.

ATTACHMENT 6

BID SCHEDULE, AND HELICOPTER DATA FOR THE SOLDOTNA AREA

Bidders are to submit their bid using this Bid Schedule. Bid prices are to remain firm for the duration of the contract and are to include all costs associated with providing required services, including, but not limited to, direct expenses, payroll, supplies, equipment, overhead, and profit. The Total Contract Cost shown on this form is the cost that will be used for evaluation and award purposes under this ITB.

The resulting contracts will be Term Contracts. The dollar amount shown on the contract will be a maximum dollar amount to be spent for all services provided under the contract.

1. BID SCHEDULE

The State guarantees 90 calendar days exclusive use (availability) period per year.

Hourly flight rate is fixed at \$1,600.00. Contractor must provide the fuel, which is not associated with the hourly flight rate.

The State estimates 100 flight hours. The Contractor recognizes that the State may require more flying hours than the amount cited and agrees to fly the additional hours at the same rate.

HELICOPTER BID PRICE

Year 1 - Availability rate per day \$ _____ X 90 days exclusive use = \$ _____ per year.

Year 2 - Availability rate per day \$ _____ X 90 days exclusive use = \$ _____ per year.

Year 3 - Availability rate per day \$ _____ X 90 days exclusive use = \$ _____ per year.

Year 4 - Availability rate per day \$ _____ X 90 days exclusive use = \$ _____ per year.

Year 5 - Availability rate per day \$ _____ X 90 days exclusive use = \$ _____ per year.

Total combined five years \$ _____

2. BIDDER INFORMATION

COMPANY NAME: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

COMPANY WEBSITE: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

FACSIMILE (FAX) NUMBER: _____

EMAIL ADDRESS: _____

3. HELICOPTER DATA

HELICOPTER MAKE: _____ MODEL NO.: _____

ENGINE MAKE: _____ HORSEPOWER: _____

ORIGINAL EMPTY WT.: _____ WT. W/MODIFICATIONS: _____

LIST MODIFICATIONS: _____

DATE OF MANUFACTURE: _____ PAYLOAD: _____

FUEL CAPACITY: _____ FUEL CONSUMPTION: _____

RANGE/AIRSPEED: _____ WORKING RANGE: _____

FAA LICENSE NO.: _____ LAST FAA INSPECTION: _____

HOURS SINCE LAST AIRFRAME OVERHAUL: _____

HOURS SINCE LAST ENGINE OVERHAUL: _____

OWNERS VALUATION AT TIME OF BID: _____

HELICOPTER AVAILABLE FOR INSPECTION AT: _____

CONTACT: _____ TELEPHONE NO.: _____

CHECK ONE

_____ MY HELICOPTER/OFFEROR DOES MEET ALL SPECIFICATIONS AND REQUIREMENTS OF THIS BID.

_____ MY HELICOPTER/OFFEROR DOES NOT MEET THE SPECIFICATIONS AND REQUIREMENTS OF THIS BID
(Bid will be rejected if the helicopter does not meet specifications).**4. BIDDER 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.		