

STATE OF ALASKA

INVITATION TO BID (ITB)



ITB 2023 1000 0058

AIRTANKER SERVICES

ISSUED NOVEMBER 10, 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

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

SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than **2:00 PM** Alaska Time on **December 8, 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 PRIOR EXPERIENCE

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

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

Bidders **must** acknowledge they meet this minimum prior experience requirement on the **Bid Schedule**. 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 28, 2022**.

SEC. 1.06 SITE INSPECTION

Potential bidders are encouraged to visit the work site so that they can see the conditions under which the work described in this ITB will be performed. The bidder's failure to visit the work site will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions and specifications of this ITB. The site may be inspected by contacting Jason Jordet at (907) 761-6280.

This contact person is only empowered to allow potential bidders to view the work site. The contact person cannot and will not answer potential bidder questions regarding the work to be performed under this ITB or the terms, conditions, and specifications of this ITB. Any questions potential bidders have must be directed to the procurement officer as required in Section 1.05.

SEC. 1.07 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 0058
ITB Title: AIRTANKER SERVICES
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. 1.08 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. 1.09 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. 1.10 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. 1.11 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. 1.12 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. 1.13 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. 1.14 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		November 10, 2022
Deadline for Receipt of Questions	2:00 PM	November 28, 2022
Deadline for Receipt of Bids / Bid Due Date	2:00 PM	December 8, 2022
ANTICIPATED Bid Evaluations Complete		Week of December 12, 2022
ANTICIPATED Notice of Intent to Award		Week of December 12, 2022
ANTICIAPTED Contract Issued		Week of January 1, 2022

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. 1.15 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. 1.16 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. 1.17 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, 2029**.

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, estimates a budget of between \$12,000,000.00 and \$15,000,000.00 dollars per area for this contract. Bids priced at more than \$20,000,000.00 per area will be considered non-responsive.

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, completed and managed are Palmer, and Fairbanks, Alaska.

The State will provide workspace for the Contractor.

The Contractor should include in their bid price: transportation, lodging, and per diem costs sufficient to pay for All person(s) needed in the performance of this contract. Travel to other locations will not be required or will be reimbursed by the State.

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 RIGHT TO INSPECT PLACE OF BUSINESS

At reasonable times, the State may inspect those areas of the Contractor's place of business that are related to the performance of a contract. If the State makes such an inspection, the Contractor must provide reasonable assistance.

SEC. 2.10 SCOPE OF WORK AND SPECIFICATIONS

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

I. REQUIREMENTS AND CERTIFICATIONS

(a) REQUIREMENTS:

All air tankers must meet the following minimum general requirements:

- (i) A retardant tank certified by either transport Canada or the interagency airtanker board for a minimum of 18,000 pounds (lbs.);
- (ii) Cruise Speed, Fully loaded: 270 nautical miles per hour;
- (iii) Turbine Powered, multi-engine;
- (iv) Computer controlled (RADS 2 or better), constant flow, single gate, tanking system; and
- (v) Ability to take off fully loaded and land on runways that are 5,000 feet in length.

The aircraft will be required to operate out of Federal, and State tanker bases during periods of inclement weather, gusty winds, and smoky conditions. The use of experienced pilots is required to safely provide adequate performance under a variety of hazardous conditions.

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

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 (availability) period and any extensions thereof. The aircraft shall not be operated except as directed by the Contracting Officer or authorized representative of the Contracting Officer (COTR, COR).

The State of Alaska has interagency and cooperative agreements with other Federal agencies, State agencies, and private landowners, and may dispatch aircraft under this contract for such cooperative use. As such, all successful bidders, in addition to the requirements listed below, will be required to meet at a minimum the requirements outlined in the US Forest Service's large airtanker Call When Needed (CWN) contract.

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

The exclusive use period may be extended at the State's option on a 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) 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.

(c) CONTRACTS:

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

II. AIRCRAFT REQUIREMENTS

- (a)** The Contractor is under the regulatory control of the Federal Aviation Administration (FAA) or Transport Canada and will be held to the standards and procedures required and approved by the FAA or Transport Canada through the operating certificate issued to the Contractor by the FAA or Transport Canada. If operating under FAA Operation Specifications the Contractor must have United States-Mexico-Canada Agreement (USMCA) Specialty Air Service Letters of Registration for firefighting and/or forest fire management per FAA AC00-60B.

- (b) The aircraft must be approved for operations as an airtanker by the FAA and the Interagency Air Tanker Board or Transport Canada, and if the operator is Canadian, meet all required FAA regulations under USMCA for operating in the US as an air tanker within the requirements of this contract.
- (c) If the operator is Canadian, the Contractor is required to maintain current certificate of authorization issued by the FAA to conduct specialty air services operations under the United States-Mexico-Canada Agreement (USMCA) within the boundaries of the United States. The aircraft and pilots shall be listed on the operator's certificate and the operator shall be authorized to conduct airtanker operations. When conducting operations under this contract the Contractor must operate in accordance with all provisions of the certificate.
- (d) The aircraft must be fully equipped with all safety, communications, navigation, and other equipment required by the FAA or Transport Canada including an Emergency Locator Transmitter (ELT) and survival equipment required by the State of Alaska (specified later in this ITB). The aircraft must be equipped with approved seatbelts for all occupants and approved shoulder harnesses for the pilot, and co-pilot, navigational publications including the Alaska Supplement and a complete set of current Sectional Aeronautical Charts covering the area of operation, first aid kit (aeronautical) in accordance with the provisions of this ITB, and a free air temperature gauge. Two fire extinguishers are required containing a minimum of 2-1/2 pounds of extinguishing agent and rated for B and C fires.
- (e) The aircraft must be clean, airworthy, and maintained according to the FAA or Transport Canada approved maintenance schedule.
- (f) The aircraft must be equipped with rotating beacon and approved white strobe light visible from all directions, and with white strobe lights on wing tips.
- (g) The aircraft must be equipped with either an operational active Traffic Collision Avoidance Detection (TCAD) or an operational Traffic Collision Avoidance System (TCAS) system or Automatic Dependent Surveillance-Broadcast (ADS-B).
- (h) The aircraft must be ADS-B Out works by broadcasting information about an aircraft's Global Positioning System (GPS) location, altitude, ground speed and other data to ground stations and other aircraft, once per second. ADS-B Out airspace and equipment requirements are contained in 14 CFR § 91.225 and the equipment performance requirements are contained in §91.227. ADS-B In provides operators of properly equipped aircraft with weather and traffic position information delivered directly to the cockpit.
- (i) The aircraft must have a minimum cruise speed of 270 knots per hour when fully loaded with fire retardant.
- (j) The aircraft must be able land with loads equal to their weight limitations.
- (k) The aircraft's base of operations under contracts resulting from this ITB will be Palmer and/or Fairbanks Alaska.

(I) ADDITIONAL AIRCRAFT MARKINGS:

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

- (i) Nine square feet from the outboard tips inboard on the upper and lower surface of the wings.
- (ii) Six square feet from the outboard tips inboard on the upper and lower horizontal stabilizer surface.
- (iii) Six square feet from upper portion downward on both sides of the vertical surface of the rudder assembly or aircraft structure immediately adjacent to the tail assembly.
- (iv) Contrasting paint(s) shall be applied to the camber side of the propeller blade tips. At a minimum, the area from the tip to approximately six inches inboard on each blade shall be contrasting.

III. RETARDANT TANK REQUIREMENTS

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

IV. AVIONICS REQUIREMENTS

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 or Transport Canada.

- (a) Radar Altimeter.

- (b) One Automated Flight Following (AFF) system compatible with the Government's AFF network (Webtracker). Not all available systems are compatible with Webtracker, nor do they meet Webtracker requirements. Additionally, a second AFF feed shall be provided to Selkirk Systems for use on the State's Integrated Fire Management program and this will also include GPS based "drop" information which includes gallons dropped and coverage level.
- (c) The AFF system must be powered by the aircraft's electrical system, installed per the manufacturer's installation manual, and operational in all phases of flight. AFF equipment shall utilize as a minimum: satellite communications, an externally-mounted antenna, provide data to the Government's Webtracker software, use aircraft power via a dedicated circuit breaker for power protection, be permanently mounted to the aircraft's airframe, so as to not endanger any occupant from AFF equipment during periods of turbulence. Wiring installation must be of a permanent nature and not use "temporary pigtails" or similar routed through the aircraft cockpit or cabin. Any AFF manufacturer-required pilot display(s) must be visible/selectable by the pilot(s). Remote equipment having visual indicators shall be mounted in such a manner as to allow them to be easily observed.
- (d) AFF communications must be fully operational and provide coverage compatible with operation in Alaska, the Lower 48 states and those portions of Canada through which travel may be conducted.
- (e) The Contractor must maintain a subscription service through the AFF equipment provider furnishing AFF position reporting for satellite tracking via Webtracker. The position-reporting interval must be every two minutes while the aircraft is in flight. The Contractor must register their AFF equipment with the Boise Help Desk providing complete tail number; manufacturer and serial number of the AFF transceiver; aircraft make and model; and Contractor contact information.
- (f) If the Contractor relocates previously registered AFF equipment into another aircraft, the Contractor must contact the AFF administrator at www.aff.gov with the appropriate changes prior to aircraft use. In all cases, the Contractor must ensure that the correct aircraft information is indicated within Webtracker. The Contractor must notify the AFF administrator 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 ensure compliance with all AFF systems requirements. The Contractor shall additionally perform an operational check of the system. When the AFF system passes its operational check, the Contractor shall make an entry denoting such in the aircraft logbook.

V. GLOBAL POSITIONING SYSTEM (GPS) REQUIREMENTS

The aircraft must be installed with one Technical Standard Orders (TSO) operational Wide Area Augmentation System (WAAS) GPS approved for Instrument Flight Rules (IFR) operations in the United States or Canada. The aircraft and personnel shall be certified for GPS-IFR approaches.

VI. RADIO AND NAVIGATION EQUIPMENT REQUIREMENTS

- (a) A Satellite phone must be wired into and powered through aircraft's avionics system. Portable satellite phones are not acceptable.
- (b) The aircraft must have all the equipment installed that is required that is for both IFR and Visual Flight Rules (VFR) flight listed in the Federal Aviation Regulations (FAR) Part 91 or equivalent Transport Canada Regulations for the type of aircraft offered. All installed equipment must be certified and maintained under the requirements of their certificate issued by the FAA or Transport Canada.
- (c) The aircraft must have installed one operational and programable FM radio. The VHF/FM transceiver shall be "P-25" digital compliant. Also, any digital FM radio supplied for this contract must be "P-25" compliant. Examples of "P-25" compliant radios include:
 - (i) Nat npx136d;
 - (ii) Technisonics TDFM-136 (digital); and/or
 - (iii) Technisonics TDFM-9100 (digital).

VII. CERTIFICATIONS

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

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

- (b) Have operations specifications that allow operations of the category and class of aircraft and conditions of flight required under this contract which are: Airplane, Multi-engine, IFR, VFR, Day, and Night.
- (c) The Contractor must be certificated under FAA14 CFR 137, Agriculture Aircraft Operation or Transport Canada Standard Certificate of Airworthiness with a Special Certificate of Airworthiness for aerial firefighting.
- (d) The aircraft offered for this contract must have a FAA Standard Airworthiness Certificate or Transport Canada Certificate of Airworthiness. The installation of all equipment on the aircraft must be FAA approved for U.S. registered aircraft and Transport Canada approved for Canadian registered aircraft.
- (e) The aircraft must be inspected (at the Contractors base of operations), approved and "carded" to the specifications of this contract by either the Department of Interior-Office of Aircraft Services or the USDA-Forest Service and the State of Alaska-Division of Forestry, Aviation Section.

- (f) 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.

VIII. FUEL REQUIREMENTS

- (a) All aircraft fuel to be used by the aircraft during the Exclusive Use period will be provided routinely by the State at all operating sites or otherwise reimbursed to the Contractor. This is a DRY CONTRACT—the State will provide all the fuel necessary for the performance of this contract. The State will be reimbursed for fuel supplied by the State and not used on state business.
- (b) Grades of State-furnished fuel vary from location to location, and the Contractor shall use the grade available. Jet fuel will be available at each location in one of the following grades:
- (i) Jet A;
 - (ii) Jet A-50;
 - (iii) Jet B;
 - (iv) JP-4;
 - (v) JP-5; and/or
 - (vi) JP-8.
- (c) The Contractor is responsible for the provision of Anti-Detonant Injection (ADI) fluids that may be required for the operation of the aircraft. The State will provide EPA approved storage at designated locations based on operational needs.

IX. REPLACEMENT OF AIRCRAFT

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

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

X. SPECIFIC CONDITIONS FOR FAIRBANKS AND PALMER

(a) SPECIFIC CONDITIONS FOR FAIRBANKS AREA:

The designated base of operations for the aircraft will be the Fairbanks international airport, in Fairbanks, Alaska. As fire activity necessitates the aircraft may be moved to secondary bases/areas. The contract shall commence and terminate at the designated base.

(i) Equipment and Personnel Required:

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

The Fairbanks Airport is a fully secured airport. It will be necessary for all crew and maintenance staff that are assigned to a resulting contract to apply and test for an airport access badge. Failure to receive a badge will not disqualify any individual from this contract as they can be escorted on by State of Alaska personnel. However, the badging process is cumbersome and time consuming. It is recommended that all crew and staff begin the badging process several weeks prior to contract start.

(ii) Exclusive Use Period and Option for Extension of the Exclusive Use Period:

The aircraft and pilots must be available for the exclusive use of the State, for the purpose set forth by the resultant contract, for the period commencing approximately 10:00 AM, May 10, 2023, through approximately 6:00 PM, August 17, 2029. If the State exercises the extension period option(s), the Contractor will be notified at least 48 hours in advance.

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

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

- 2) For subsequent contract years, notification of the start date of the exclusive use period will be provided by the State no later than 90 days before the start of the exclusive use period. Extension periods will be handled in the same manner.
- 3) The start date may be adjusted via mutual consent between the Contractor and the Contracting Officer or representative after the notification of the start date.

(iii) Use of Supporting/staging and Storage Space on Fairbanks International Airport, Fairbanks, Alaska

- 1) The State of Alaska will assign the Contractor a limited amount of space on or adjacent to the aircraft/fire suppressant material ramp for supporting its aircraft. The space is limited and will be apportioned (by the COR) based upon the number of aircraft furnished by the Contractor as well as the total space available for this purpose. Only serviceable spare parts and support equipment will be permitted to be stored in this area.
- 2) The Contractor must keep their designated area clean and orderly. All items must be properly stored and/or disposed of. The use of this space is limited to the direct support of the contract aircraft. No other use is permitted.

- 3) The Contractor must comply with all Federal, State, and local Environmental Protection (EPA) laws and regulations in the handling, storage, transportation, utilization and disposal of hazardous materials and waste such as oil solvents, etc. At the time of space assignment, the Contractor shall designate an individual responsible for hazardous waste management.
- 4) Occupancy of the space shall be limited to a period not to exceed five calendar days prior to and after the exclusive use period stated in the schedule or as established in the Notice to Proceed and any extension periods. Storage of a limited number of items outside this time (i.e., winter period between contract options) shall only be permitted with the written permission of the COR. If the State does not exercise an option to renew all items must be removed within five calendar days' notice or as otherwise agreed upon. At the end of the contract term, including all options, all Contractor equipment, supplies, automobiles, and aircraft must be removed within five calendar days after the end of the exclusive use period.
- 5) All usage of the assigned area is subject to the approval of the COR. The State assumes no responsibility/liability for loss of or damage to the Contractor's equipment stored at the site.

(a) SPECIFIC CONDITIONS FOR PALMER AREA:

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

(i) Equipment and Personnel Required:

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

(ii) Exclusive Use Period and Option for Extension of the Exclusive Use Period:

The aircraft and pilots must be available for the exclusive use of the State, for the purpose set forth by the resultant contract, for the period commencing approximately 10:00 AM, May 1, 2023, through approximately 6:00 PM, August 8, 2029. If the State exercises the extension period option, the Contractor will be notified at least 48 hours in advance.

- 1) The Exclusive Use period may be extended on a seven day basis prior to or following the Exclusive Use period, at the sole discretion of the State, per the terms, conditions, specifications, and prices contained in this contract. Extension options will be agreed to a minimum of forty-eight (48) hours prior to the period. An extension period of less than a seven day block may be executed upon mutual agreement of the State and the Contractor.
- 2) For subsequent contract years, notification of the start date of the exclusive use period will be provided by the state no later than 90 days before the start of the exclusive use period. Extension periods will be handled in the same manner.
- 3) The start date may be adjusted via mutual consent between the Contractor and the Contracting Officer or representative after the notification of the start date.

XI. OPERATIONS

(a) FLIGHT OPERATIONS:

(i) Security Of Aircraft And Equipment:

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

(ii) Aircraft Physical Security:

Aircraft used under this contract must be physically secured and disabled via a dual-lock method whenever the aircraft is unattended. Any combination of anti-theft devices designed to lock aircraft flight control surfaces when not in use, or designed to secure an aircraft to the ground, are acceptable, provided they are appropriate for the aircraft. Operational environments and personnel safety must be considered when selecting the locking devices and methods to be used.

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

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

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

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

- (iii) Tanker aircraft shall be limited to daylight hours and under VFR conditions only, while loaded with retardant. Nighttime shall be defined as the time between the end of evening civil twilight and the beginning of morning civil twilight. During extended twilight hours, the predominate visibility shall be, to clearly see a physical object two statute miles from the aircraft.

(b) FIRE SUPPRESSION OPERATIONS:

The following operational practices shall be utilized to assure that air tanker operations are conducted with the lowest exposure to risk possible while remaining operationally capable of fighting fire. Air tanker operations shall use the Alaska Birddog Aerial Supervision Guide and the “National Wildfire Coordinating Group (NWCG) Standards for Aerial Supervision” as guides.

(i) Safety Override of Operations:

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

(ii) Air tanker Operations Currency:

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

(iii) Low Level Supervision:

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

XII. MAINTENANCE REQUIREMENTS**(a) GENERAL:**

- (i)** The Contractor must provide aircraft maintenance that meets or exceeds approved manufacture’s maintenance program including compliance with mandatory services bulletins and airworthiness directives for the air tanker in accordance with the maintenance control system that is described in the company’s Maintenance Control Manual (MCM) and any applicable FAA or Transport Canada regulations and directives pertaining to the contracted aircraft. The State may request copies of the approved maintenance schedule from the Contractor.
- (ii)** The Contractor must maintain a FAA or Transport Canada, Approved Maintenance Organization (AMO) and ensure a competent person (Senior Manager) has been appointed to be responsible for the maintenance control system of the approved maintenance organization.
- (iii)** The Contractor’s approved maintenance program must have built in systems that address the aircraft being operated as an air tanker. The Contractor must continue to maintain and inspect the aircraft to the standards that address its use as an air tanker.
- (iv)** The Aircraft must have sufficient hours remaining to permit completion of the operational season before requiring a major overhaul of the engines, propellers, or the airframe.

- (v) All periodic maintenance must be performed in periods of “stand down” or as approved by the Regional Aviation Manager or COTR and will not utilize the flight crew.
- (vi) The Contractor must supply, at the assigned base of operation for each air tanker, a minimum spare parts kit.
- (vii) The Contractor must have the capability to maintain, in operational condition, all radio and electronic equipment installed in the Air tanker at the primary base of operation for each aircraft.
- (viii) The Contractor shall minimize fluid leakage from the aircraft and shall be responsible for any and all cleanup of fluid leakage on the ground.

(b) AIRFRAME FATIGUE INSPECTION PROGRAM:

- (i) The Contractor must conduct aircraft appropriate inspections for corrosion and fatigue at the increased frequencies and schedules proscribed in their FAA or Transport Canada approved aircraft maintenance schedule. The system should be conducted in per FAA AC 91-82A.
- (ii) The Contractor shall inform the State when significant airframe fatigue and/or corrosion discrepancies are found along with the discrepancy repair schedule.

(c) APPROVAL OF UNSCHEDULED MAINTENANCE:

Authorization to temporally remove the aircraft from “on-duty” or “standby” status for maintenance purposes will be approved solely by the State COTR’s and must be requested by the Contractor in advance of the maintenance. Availability will continue to be measured and paid throughout this period. During periods of approved maintenance, no longer than 60 minutes may elapse from the time dispatch orders are received by the pilot until the aircraft is airborne.

XIII. CONTRACTOR PERSONNEL REQUIREMENTS

(a) PILOT QUALIFICATIONS:

- (i) All pilots are required to meet interagency air tanker flight crewmember requirements regarding flight time experience and will be appropriately inspected and carded by the State of Alaska or the USDA or the DOI and rated to operate the aircraft in the United States. Captains (PIC) must be Initial Attack qualified. If Canadian, the Contractor shall supply Transport Canada licensed pilots as required in the interagency tanker guide.
- (ii) The following minimum qualifications and experience:
 - 1) Air tanker Pilots In Command (PIC):
 - a) Valid Airline Transport Pilot Certificate;
 - b) Valid Pilot Proficiency Check (PPC) on type of aircraft;
 - c) Current Crew Resource Management (CRM) Training per Interagency Tanker Guide;
 - d) Current Pilot Decision Making (PDM) Training per Interagency Tanker Guide;

- e) A minimum of 2000 Hours Flying Experience;
 - f) A minimum of 500 Hours PIC Multi-Engine; and
 - g) A minimum of two years air tanker Pilot Experience, including:
 - i. 150 hours PIC as an air tanker Pilot;
 - ii. A minimum of 200 hours mountain flying experience; and
 - iii. Flown a minimum of 100 hours in the past 12 months.
- 2) Air tanker Co-Pilots/Second in Command (SIC):
- a) Valid Airline Transport Pilot Certificate;
 - b) Valid Pilot Proficiency Check (PPC) on type;
 - c) Current Crew Resource Management (CRM) Training per Interagency Tanker Guide;
 - d) Current Pilot Decision Making (PDM) Training per Interagency Tanker Guide;
 - e) A minimum of 1500 Hours Flying Experience;
 - f) A minimum of 500 hours PIC Multi-Engine;
 - g) A minimum of 200 hours Mountain Flying Experience; and
 - h) Flown a minimum of 100 hours in the past 12 months.

(b) PERSONAL PROTECTIVE EQUIPMENT (PPE):

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

(c) AIRCRAFT MAINTENANCE PERSONNEL QUALIFICATIONS:

- (i) The Contractor shall supply a minimum of two Aircraft Maintenance Technician (AMT)/Aircraft Maintenance Engineer (AME). An apprentice may be approved by the State if there is a training program or OJT program in place.
- (ii) The AMT or AME must possess a valid Certificate for display and with notification of current address to the Administrator. One maintenance personal per Aircraft shall have Authorities by the Contractor to complete Inspections and responsible for determining if an Operational Check Flight (OCF) is required based on the scope of maintenance performed.
- (iii) AMT or AME must meet the recency of experience requirements of FAR Part 65.83 or Transport Canada rules. Maintenance personnel must have current Human Performance in Aviation Management (HPIAM) or Human Factors in maintenance training.

- (iv) Responsible for accomplishing all work assigned to them in accordance with policies, procedures and specifications set forth in the Company's and the manufacturer's manuals, and in accordance with the provision of the Federal Aviation Regulations or Transport Canada.
- (v) Must be knowledgeable of the General Maintenance Manual, Federal Aviation Regulations or Transport Canada Regulations and the Company's Operation Specifications.
- (vi) Responsible for proper use of the Minimum Equipment List (MEL) procedures, proper completion of the deferred maintenance entry in the aircraft log and required maintenance actions as described by the MEL.
- (vii) Responsible for verifying that all shelf-life limited products and materials used are within shelf life prior to use.
- (viii) Properly sign, record, and assume responsibility for all work they do as well as be responsible for co-signed work performed by non-certificated personnel assigned to assist them.
- (ix) Maintain a clean, safe, and orderly work area to include personal and shop equipment. Responsible for creating and maintaining a tool listing and shadowed locations in their toolbox to account for tools
- (x) Responsible for ensuring tool calibration is current prior to use of the tool. It is also the responsibility of the individual AMT/AME to calibrate his personal equipment or remove it from service when due calibration. When scheduled for extended travel away from base, AMTs/AMEs are responsible for checking tool calibration in advance to ensure nothing will come due during the anticipated duration of the trip.
- (xi) Responsible for promoting identification and reporting of safety hazards in the work environment or when confronted with an unsafe situation. Promotes a positive Safety Culture with co-workers and supports the maintenance organization in compliance with SMS.
- (xii) During periods of increased activity, sufficient off duty rest for Aircraft Maintenance personnel shall be addressed by the Contractor.
- (xiii) Maintenance Personnel and proper maintenance are essential to safety; therefore, maintenance personnel must reposition when their assigned air tanker is repositioned. Anytime the air tanker is repositioned by the State, the State will be responsible for repositioning the air tanker Maintenance Personnel.

(d) ADDITIONAL CREW MEMBERS:

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

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

(e) 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. This contract requires that at the beginning of each season the pilots and State crewmembers will conduct early season flight training. The State may require the Contractor to provide equal flight time to the replacement pilot as given to the pilot being replaced. The training shall be at no additional cost to the State and will not exceed two hours of flight time.

(f) TRANSPORTATION FOR CREW MEMBERS:

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

(g) CREW SUBSISTENCE AND QUARTERS:

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

i. SAFETY AND TRAINING REQUIREMENTS

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

(a) MINIMUM TRAINING REQUIREMENTS:

The Contractor must adhere to their FAA or Transport Canada approved training program and allow State aviation personnel to attend said program, when requested by the State. At a minimum the Contractor's training plan must include:

- (i) Ground Training:
 - 1) Aircraft Ground School;
 - 2) Aircraft General;
 - 3) Power plant; and
 - 4) Performance.

(ii) Flight Training:

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

(iii) Crew Resource Management:

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

(iv) Standards & Procedures:

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

(b) SAFETY PROGRAM MANAGER:

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

(c) AVIATION HAZARD REPORTING:

- (i) The Contractor must provide to its employees a written hazard reporting system within the company, which provides personnel with a system of documenting and reporting potential hazardous situations. The Contractor must have systems in place to respond to reported hazards and take appropriate action. The Contractor shall provide the State with information that is reported by its employees that has the potential to affect safe air tanker operations in Alaska.

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

(d) FLIGHT OPERATIONS TRAINING AND CHECKS:

- (i) Both the Contractor and the State of Alaska shall train and qualify their flight crews (the Contractor’s air tanker crews and State of Alaska Aerial Supervision Module (ASM) and Birddog crews) to the standards written in their respective flight crew training programs.
- (ii) The Contractor must provide Crew Resource Management (CRM) training to all its flight crewmembers once every three years and shall check its flight crew members annually for proper application of CRM training on the flight deck during training mission prior to the Exclusive Use start date. The Contractor shall provide the State with a copy of the Company CRM training curriculum to be used.
- (iii) The Contractor must provide Human Factors Training to its Flight Crew Members every three years.
- (iv) The Contractor shall provide the State with a copy of the Human Factors Training curriculum to be used.
- (v) The State of Alaska operates its “Aerial Supervision Birddog Module” using the Alaska Birddog Aerial Supervision Guide and the NWCG Standards for Aerial Supervision as guides. All DOF Aerial Supervision crewmembers shall remain current per the referenced guide including current CRM training.
- (vi) The Contractor air tanker crews operating under this contract and State of Alaska ASM/Birddog plane crews shall conduct annual fire operations training together, to a curriculum agreed upon by both parties, the Contractor, and the State. As a minimum, the curriculum shall contain classroom training regarding Standard Terminology, Strategy, Tactics, and Objectives in Aerial Firefighting Operations by the State, Standard Operating Procedures, Safety Standards, and Interagency Operations. In addition to the classroom training the contractor air tanker crews and State of Alaska ASM/Birddog crews shall annually conduct flight operation training that covers the following minimum topics:
 - 1) Approaching the Fire Environment;
 - 2) Arrival over the Fire;
 - 3) ASM/Birddog Tanker Coordination;
 - 4) Low Level Operations;
 - 5) Post Drop Procedures;
 - 6) Departure Procedures; and
 - 7) Emergencies.

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

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

XIV. CONTRACT ADMINISTRATION

(a) RECORDING FLYING TIME:

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

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

CONVERSION CHART - MINUTES TO TENTHS

Minutes	Time
1-6	.1
7-12	.2
13-18	.3
19-24	.4
25-30	.5
31-36	.6
37-42	.7
43-48	.8
49-54	.9
55-60	1.0

(b) UNPAID FLIGHT TIME: Payment for flight time will not be made for:

- (i) Initial reporting and removal of aircraft;
- (ii) The initial transport of the Contractor crew and support personnel to/from the primary base; or

- (iii) Flights for the benefit of Contractor such as maintenance test flights, ferrying to and from maintenance facilities, required flight, following an engine change or other major maintenance event as determined by the COTR, transportation of Contractor support personnel except on a space available basis.

(c) AVAILABILITY:

- (i) The aircraft will be made available for exclusive use for the State of Alaska, Division of Forestry and Fire Protection for a period of 100 days starting approximately May 1 of each year and ending approximately August 8. This period may be adjusted provided adequate notification is given to the Contractor.
- (ii) During the Exclusive Use period and any extension period, the aircraft and crew must be available for use by the State 24 hours per day, seven days per week, except that the crew is subject to the limitations specified in Alert Schedule and Duty section of this contract.

(d) UNAVAILABILITY:

- (i) Services must be recorded as unavailable whenever Contractor fails to comply with the takeoff requirements described in this section or if Contractor fails to provide or maintain other equipment meeting the specifications of this contract. Service will continue to be recorded as unavailable until the discrepancy is corrected.
- (ii) One-tenth (1/10) of the daily availability rate will be deducted from payments for each hour or portion thereof that service is listed as unavailable. However, the deduction for unavailability will not exceed ten-tenths (10/10) per day.
- (iii) During periods of unavailability and/or no suitable substitute aircraft is provided, the State reserves the right to obtain similar services elsewhere and charge the Contractor for any resulting excess costs.
- (iv) Unavailability in excess of five full consecutive calendar days or in excess of an accumulated 10 percent of one season's availability period (100 days) may cause the State to declare the Contractor in default and terminate the contract for the current period.

(e) NORMAL STAND-BY:

The first eight hours will be considered the base or normal standby hours. A schedule of operations will be planned by the State and coordinated with the pilot. During times of low or high fire activity, alternate schedules and dispatch requirements may be assigned by the State.

(f) REPORTING CREW FLIGHT AND DUTY TIME:

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

- (i) Military flight time;
- (ii) Charter;

- (iii) Flight instruction;
- (iv) Flight reviews;
- (v) Flight examinations by FAA designees;
- (vi) Any flight time for which flight crewmembers are compensated;
- (vii) Any other flight time of a commercial nature; and
- (viii) Flight crewmembers shall be limited to the following flight hour and duty hour limitations. Duty includes flight time, ground duty of any kind, and standby or alert status.

(g) ALERT SCHEDULE AND DUTY LIMITATIONS:

- (i) Air tanker flight crews will adhere to the following Alert Standards, subject to Operator's Operations Certificate, any applicable Operations Specification's and the applicable flight time and duty limitations. Air tanker flight crews will be advised at approximately 18:00 each day for the beginning Alert for the following day. Alerts may be up-graded or down-graded throughout the day. The Alert Standards are as follows:
 - 1) **Red:** Personnel must be located at the airbase and available for immediate departure;
 - 2) **Yellow:** Personnel must be available for departure from the airbase within 30 minutes;
 - 3) **Blue:** Personnel must be available for departure from the airbase within 1.1 hours;
 - 4) **Blue 2:** Personnel must be available for departure from the airbase within 2.0 hours; and
 - 5) **Green:** The Air tanker crew is off-duty (released from stand-by obligations) and can be away from base for a specified period.

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

- (ii) All flight crewmembers shall have three periods of 24 hours free from duty in any 30 day period and 13 periods of 24 hours free from duty within any 90 day period.
- (iii) If flight crewmembers have had five consecutive 24 hour periods free from duty, they can work 42 consecutive days as long as that is followed by another five consecutive 24 hour periods free from duty.
- (iv) All flight crewmembers shall have a minimum of 10 consecutive hours of rest (off duty) not to include any pre-flight or post-flight activity prior to any assigned duty period.

- (v) Time spent by a flight crewmember traveling to or from a duty assignment and not local in character (greater than a 30 minute commute) shall not be considered part of a crew rest period.
- (vi) A maximum of eight hours flight time during any assigned duty period.

(h) INTERAGENCY AIRCRAFT USE:

- (i) The State of Alaska has interagency and cooperative agreements with other State agencies, Federal agencies, and Canadian Government agencies and may dispatch aircraft under this contract for such cooperative use. As such, all successful bidders, in addition to the requirements listed within this ITB, will be required to meet at a minimum the requirements outlined in the US Forest Service's large airtanker CWN contract. Failure to meet all the requirements listed in the US Forest Service's CWN contract in a timely manner will result in non-compliance of this contract and the aircraft will be considered Unavailable per the section listed within this ITB. Additional air tankers may also be requested and dispatched, as available and mutually agreed, under this contract at the same rates, terms and conditions.
- (ii) In carrying out operations under interagency use, by a cooperating agency, the Contractor shall:
 - 1) Work under the direction and operational control of the cooperating agency – not the State;
 - 2) Carry out requested operations by the cooperating agency; and
 - 3) Cooperate with agency to obtain specific directions, and to be appropriately advised of the operations required and to give appropriate advice to the cooperating agency regarding the operations to be carried out.
- (iii) The State shall have no duties, obligations, responsibilities, or liabilities to the Contractor or to any cooperating agency or person for anything done or omitted to be done by the Contractor, cooperating agency, or any person during, during or relating to the interagency use.
- (iv) The only obligation of the State to the Contractor for and during interagency use will be to pay, to the Contractor, the hourly and daily availability charges on the terms and conditions specified herein.
- (v) Unless otherwise specified in writing, the State may at any time without prior notice order the immediate recall of any aircraft specially assigned to interagency use.

(i) EXTRAORDINARY INTERAGENCY COST:

- (i) If the State directs the Contractor to provide the services under this contract for interagency use, the rates, terms, and conditions set out in the contract shall apply during interagency use. The direction will be in writing from the State to the Contractor.
- (ii) In addition to the standard rates and fees identified in this ITB, the Contractor will be paid for the following extra costs if those costs are directly attributed to the interagency use and away from the designated bases:
 - 1) Costs for shipping parts from Alaska or the Contractor's main operations base to the place of interagency assignment;
 - 2) Away from base and out-of-State crew travel costs incurred for the operations;

- 3) Fuel and oil costs for transit if incurred while operating away from the designated base and paid for by the Contractor; and
- 4) Other extra operational costs the State, in its sole discretion, agrees to pay.

(j) INSPECTIONS:

(i) Post Award Inspection:

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

(ii) DOF Pre-Use inspection:

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

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

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

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

(iii) DOF Inspections during Operations:

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

When inspection or re-inspection reveals that the equipment and/or pilot do not meet specifications, the Contractor will be deemed unavailable from the beginning of the performance failure to correction of such failure. Inspection by the State after a performance failure has occurred will be made as promptly as possible after the Contractor has given notice that the failure has been corrected. When inspection reveals that the failure has been corrected, the Contractor will be deemed in Available status from the time the Contractor gave notice to the State of the correction of the failure.

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

(k) OTHER SERVICES:

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

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

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

(l) UNSATISFACTORY PILOT OR MECHANIC PERFORMANCE:

- (i) The State may determine at any time during the term of the contract whether or not the operation, performance, physical fitness, adaptability to field living or skill of the pilot or mechanic is unsatisfactory. If such a determination is made the aircraft may be grounded at the option of the Contracting Officer, Contracting Officer's Technical Representative, Contracting Officer's Representative, or the State DOF Aviation Supervisor.
- (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 mission.
- (iv) If the aircraft is grounded because the pilot or mechanic is determined to be unsatisfactory, the payment reductions outlined in this ITB, and the resulting contracts will be assessed.
- (v) Failure of the pilots and crew to respond in a timely manner to alerts will warrant his dismissal from the contract and replacement with another qualified pilot or crewmember by the Contractor within 24 hours.

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

XV. PAYMENT PROVISIONS:**(a) CONTRACT UNIT PRICES:**

- (i) The contractor will be paid for actual work completed based on a guaranteed 100 days of daily availability plus *\$7,000.00 per flight hour* for the first four years of the contract. Increasing to *\$8,000 per flight hour* for the remainder of the contract.
- (ii) Optional costs for one back-up crew member and other direct expenses as agreed to in this contract.

(b) BILLING INSTRUCTIONS:

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

State of Alaska
DNR/Division of Forestry and Fire Protection
ATTN: Fixed Wing Aviation Manager, ph.: (907) 761-6280;
101 Airport Road
Palmer, Alaska 99645

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

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

SEC. 2.11 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. 2.12 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. 2.13 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of the procurement officer. If performed, the scope of the debriefing will be limited to the products provided or work performed by the Contractor.

SEC. 2.14 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. 2.15 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 shown below:

- ❖ 1 to 5 place passenger seating capacity, Contractor must maintain not less than \$150,000 per seat bodily injury or death single and \$1,000,000 per occurrence.
- ❖ 6 to 10 place passenger seating capacity, Contractor must maintain not less than \$300,000 per seat bodily injury or death single and \$3,000,000 per occurrence.
- ❖ 11 to 20 place passenger seating capacity, Contractor must maintain not less than \$500,000 per seat bodily injury or death single and \$5,000,000 per occurrence.
- ❖ 21 and greater passenger seating capacity, Contractor must maintain not less than \$500,000 per seat bodily injury or death single and \$10,000,000 per occurrence.

The State shall be added as Additional Insured. This insurance shall be considered to be primary and non-contributory to any other insurance carried by the State through self-insurance or otherwise. In addition to providing the above insurance coverage Contractor shall, in any contract or agreement with subcontractors performing work, require that all indemnities and waivers of subrogation it obtains, and that any stipulation to be named as an additional insured it obtains, also be extended to waive rights of subrogation against the State of Alaska and to add the State of Alaska as additional named indemnity and as additional insured.

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 by location to the lowest responsive and responsible bidder. There are two locations. Location 1 is in Fairbanks and Lot 2 is in Palmer. In order to be considered responsive for a location, bidders must bid on all items within that location.

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 CONTRACTOR SITE INSPECTION

The State may conduct on-site visits to evaluate the bidder's capacity to perform the contract. A bidder must agree, at risk of being found non-responsive and having its bid rejected, to provide the State reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the State's expense will make site inspection.

SEC. 5.07 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. 5.08 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. 5.09 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. 5.10 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. 5.11 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. 5.12 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. 5.13 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)

The parties to a contract resulting from this ITB are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party.

For the purposes of this ITB, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

SEC. 5.14 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. 5.15 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. 5.16 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. 5.17 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. 5.18 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. 5.19 SOLICITATION ADVERTISING

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

SEC. 5.20 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. 5.21 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. 5.22 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) First Aid and Survival Kits;
- 2) Standard Contract Form for Goods and Non-Professional Services - Appendix A, General Conditions;
- 3) Certification Of Entitlement To The Alaska Bidder Preference;
- 4) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion;
- 5) Bid Schedule, Aircraft Data, And Bidder Information – Fairbanks Area;
- 6) Bid Schedule, Aircraft Data, And Bidder Information – Palmer Area.

ATTACHMENT 1

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 2

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 Natural Resources		Division Hereafter the State, and	
9. Contractor		Hereafter the Contractor	
Mailing Address	Street or P.O. Box	City	State ZIP+4
<p>10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Contract:</p> <p>2.1 Appendix A (General Conditions), Items 1 through 18, govern contract performance.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the scope of work/services to be performed by the Contractor.</p> <p>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.</p> <p>ARTICLE 4. Considerations:</p> <p>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.</p> <p>4.2 When submitting payment to the State, the Contractor shall refer to the Agency Contract Number and send the payment to:</p>			
11. Department of Natural Resources		Attention: Division of	
Mailing Address		Attention:	
12. CONTRACTOR		13. CONTRACTING AGENCY	
Name of Firm		Department/Division Natural Resources, Division of Shared Services	
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 3

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 4

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 5

BID SCHEDULE, AIRCRAFT DATA, AND BIDDER INFORMATION – FAIRBANKS 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 Combined Seven Years amount 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 100 calendar days exclusive use (availability) period per year.

This is a **DRY** rate contract.

Hourly flight rate is fixed at \$7,000.00 for years one through four, and \$8,000.00 for the remaining years of the contract.

The State estimates 100 flight hours, however, this is only an estimate, and the actual number of hours may vary more or less during actual contract performance. The State guarantees a minimum of 50 flight hours per contract, per season, to be flown in performance of the contract. 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.

Aircraft BID PRICE

Year 1 - Availability rate per day \$_____ X 100 days exclusive use = \$_____ per year.

Year 2 - Availability rate per day \$_____ X 100 days exclusive use = \$_____ per year.

Year 3 - Availability rate per day \$_____ X 100 days exclusive use = \$_____ per year.

Year 4 - Availability rate per day \$_____ X 100 days exclusive use = \$_____ per year.

Year 5 - Availability rate per day \$_____ X 100 days exclusive use = \$_____ per year.

Year 6 - Availability rate per day \$_____ X 100 days exclusive use = \$_____ per year.

Year 7 - Availability rate per day \$_____ X 100 days exclusive use = \$_____ per year.

Total Combined Seven Years \$_____

FAIRBANKS AREA**2. AIRCRAFT DATA**

AIRCRAFT 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: _____

AIRCRAFT AVAILABLE FOR INSPECTION AT: _____

CONTACT: _____ TELEPHONE NO.: _____

BIDDER VERIFIES THEY MEET THE PRIOR EXPERIENCE OUTLINED IN SEC. 1.03 – CHECK ONE

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

_____ MY AIRCRAFT/OFFEROR DOES NOT MEET THE SPECIFICATIONS AND REQUIREMENTS OF THIS BID (Bid will be rejected if the aircraft does not meet specifications).

3. BIDDER INFORMATION

COMPANY NAME: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

COMPANY WEBSITE: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

4. BIDDER PREFERENCE CERTIFICATION – FAIRBANKS AREA

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.		

ATTACHMENT 6

BID SCHEDULE, AIRCRAFT DATA, AND BIDDER INFORMATION – PALMER 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 Combined Seven Years amount 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 100 calendar days exclusive use (availability) period per year.

This is a **DRY rate** contract.

Hourly flight rate is fixed at \$7,000.00 for years one through four, and \$8,000.00 for the remaining years of the contract.

The State estimates 100 flight hours, however, this is only an estimate, and the actual number of hours may vary more or less during actual contract performance. The State guarantees a minimum of 50 flight hours per contract, per season, to be flown in performance of the contract. 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.

Aircraft BID PRICE

Year 1 - Availability rate per day \$_____ X 100 days exclusive use = \$_____ per year.

Year 2 - Availability rate per day \$_____ X 100 days exclusive use = \$_____ per year.

Year 3 - Availability rate per day \$_____ X 100 days exclusive use = \$_____ per year.

Year 4 - Availability rate per day \$_____ X 100 days exclusive use = \$_____ per year.

Year 5 - Availability rate per day \$_____ X 100 days exclusive use = \$_____ per year.

Year 6 - Availability rate per day \$_____ X 100 days exclusive use = \$_____ per year.

Year 7 - Availability rate per day \$_____ X 100 days exclusive use = \$_____ per year.

Total Combined Seven Years \$_____

PALMER AREA**2. AIRCRAFT DATA**

AIRCRAFT 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: _____

AIRCRAFT AVAILABLE FOR INSPECTION AT: _____

CONTACT: _____ TELEPHONE NO.: _____

BIDDER VERIFIES THEY MEET THE PRIOR EXPERIENCE OUTLINED IN SEC. 1.03 – CHECK ONE

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

_____ MY AIRCRAFT/OFFEROR DOES NOT MEET THE SPECIFICATIONS AND REQUIREMENTS OF THIS BID (Bid will be rejected if the aircraft does not meet specifications).

3. BIDDER INFORMATION

COMPANY NAME: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

COMPANY WEBSITE: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

4. BIDDER PREFERENCE CERTIFICATION – PALMER AREA

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.		