

STATE OF ALASKA

INVITATION TO BID (ITB)



ITB 2024-1000-0044

AIRCRAFT SERVICES FOR WILDLAND FIRE SUPPORT

ISSUED DECEMBER 20, 2023

IMPORTANT NOTICE: If you receive 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 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 MICHAEL BURKHEAD	_____ COMPANY SUBMITTING BID	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER'S PREFERENCE? [] YES [] NO
Phone: (907) 269-8461 TDD: 711 (Alaska Relay)	_____ AUTHORIZED SIGNATURE	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? [] YES [] NO
	_____ PRINTED NAME	*SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY
Email: michael.burkhead@alaska.gov	_____ DATE	_____ TELEPHONE NUMBER
_____ ALASKA BUSINESS LICENSE NUMBER	_____ VENDOR NUMBER	_____ E-MAIL ADDRESS

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

The Department of Natural Resources (DNR), Division of Forestry & Fire Protection (DOF) is soliciting competitive bids for qualified contractors to provide as-needed fixed wing and helicopter services for use in emergency wildland firefighting for the Division of Forestry & Fire Protection (DOF). DOF intends to award multiple contracts for multiple years. Aircraft provided under a contract resulting from this ITB or future Open Enrollments will only be used to support firefighting efforts for active fires being managed or supported by the Division of Forestry & Fire Protection. DOF is establishing a provision within this ITB that will allow DNR to issue periodic Open Enrollment periods during the contract term.

The purpose of this Open Enrollment period is threefold:

- a) allow existing contractors to add new aircraft to, or remove existing aircraft from, their contract;
- b) allow existing contractors to increase or decrease their prices for aircraft currently on the existing contract; and;
- c) allow new contractors to be added to the contract.

SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than **2:00 PM** Alaska Time on **February 1, 2024**, at which time they will be publicly opened. Late bids or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.03 MINIMUM REQUIREMENTS

In order for a bid to be considered responsive the bidder must meet the minimum requirements as listed below and in Sec. 2.14.

- The Contractor shall be a certified air carrier/commercial operator under one or more of the Federal Aviation Regulations 14 CFR parts 121, 125 133, 135, or 137 as appropriate.
- The Contractor shall obtain all necessary licenses and permits, plus comply with all applicable federal, state, and local laws.
- All aircraft hired under this agreement must be listed on the Contractors operation specifications for their 121, 135, or 133 certificate and comply with all FAA Part 121, 135, or 133 requirements for weight and balance records, passenger briefing cards, etc.

A copy of the bidder's 121, 133, 135, and 137 certifications, as applicable for the aircraft they are offering in response to this ITB, must be provided with their bid.

Bidders must identify on the bid schedule that they meet the minimum requirements above.

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 michael.burkhead@alaska.gov no later than **2:00 PM** Alaska Time, **January 11, 2024**.

SEC. 1.06 SUBMITTING BIDS

If submitting a bid via email, the bid may be emailed to michael.burkhead@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:

Division of Forestry & Fire Protection
Procurement Section
Attention: Michael Burkhead
Invitation to Bid (ITB) Number: 2024-1000-0044
ITB Title: AIRCRAFT SERVICES FOR WILDLAND FIRE SUPPORT
550 West 7th Avenue, Suite 1330
Anchorage, Alaska 99501

It is the bidder's responsibility to contact the issuing agency at **1 (907) 269-8461** to confirm that the bid has been received. The State is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.07 ENROLLMENT IN IRIS

Bidders will be required to be enrolled in the State of Alaska's Integrated Resource Information System (IRIS) database prior to award of a contract resulting from this ITB. Enrollment can be done online at the following link: <https://iris-vss.alaska.gov/webapp/PRDVSS1X1/AltSelfService>. Bidders who are not enrolled prior to award of a contract will be notified by DOF Procurement. Failure of a bidder to enroll in the IRIS database will delay award of the contract and may delay issuance of contract work.

SEC. 1.08 BID FORMS

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

BIDDER'S CERTIFICATION

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

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal and state government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;
- E. all terms and conditions set out in this ITB;
- F. the price(s) submitted was arrived at independently arrived and without collusion, under penalty of perjury; and
- G. that the bid will remain open and valid for at least 90 days.

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

CONFLICT OF INTEREST

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

SEC. 1.09 PRICES

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

SEC. 1.10 ASSISTANCE TO BIDDERS WITH A DISABILITY

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

SEC. 1.11 AMENDMENTS TO BIDS

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

SEC. 1.12 AMENDMENTS TO THE ITB

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

SEC. 1.13 ITB SCHEDULE

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

ACTIVITY	TIME	DATE
Issue Date / ITB Released		December 20, 2023
Deadline for Receipt of Questions	2:00 PM	January 11, 2024
Deadline for Receipt of Bids / Bid Due Date	2:00 PM	February 1, 2024
ANTICIPATED Bid Evaluations Complete		February 2, 2024
ANTICIPATED Notice of Intent to Award		February 05, 2024
ANTICIPATED Contract Issued		March 01, 2024

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

SEC. 1.14 ALTERNATE BIDS

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

SEC. 1.15 SUPPORTING INFORMATION

Bidders shall submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made by the procurement officer that the product offered meets the ITB specifications and that other requirements of the ITB have been met. However, provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the State reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the products or services offered completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the State and may include the requirement that a bidder will provide a sample product(s) so that the State can make a first-hand examination and determination.

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

SEC. 1.16 FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER

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

SECTION 2. CONTRACT INFORMATION

SEC. 2.01 CONTRACT TERM

The length of the contract resulting from this ITB will be from date of award, or **approximately** March 01, 2024, through February 28, 2034. There are no renewal options for this contract, and it will automatically expire on February 28, 2034. Contract extensions may be authorized subject to the provisions listed in this section.

The contract period for contractors added to the contract under the Open Enrollment procedures outlined in this ITB will expire on February 28, 2034. For example, if a contractor is added during the January 01, 2023, through March 15, 2033, Open Enrollment period, that contract will expire on February 28, 2034. Review the Open Enrollment Periods paragraph below for more information.

Contract Prices and Price Adjustments

Contract prices offered in the initial bid submitted in response to this ITB are to remain firm until the next Open Enrollment period solicitation is issued and contracts awarded by DOF. During the next Open Enrollment period contractors may at their discretion submit a new bid to adjust their contract prices. The State may, at its sole discretion, deny a price increase to a bidder who submits multiple increases for a single asset during an open enrollment period. For example, the contractor has helicopter tail number XY4123 listed as an asset in the contract. If the contractor were to submit multiple price increases for that asset during an Open Enrollment period, the State may deny the increase.

Open Enrollment Periods

The Department of Natural Resources, Division of Forestry & Fire Protection, Procurement Section (DOF Procurement) may issue periodic Open Enrollment solicitations during the contract year. The intent of the Open Enrollment period is to:

- a) allow existing contractors to add new aircraft to, or remove existing aircraft from, their contract;
- b) allow existing contractors to increase or decrease their prices for aircraft currently on the existing contract; and;
- c) allow new contractors to be added to the contract.

Open Enrollment solicitations issued by DOF Procurement will be posted to the State of Alaska Online Public Notice and will be sent to contractors issued contracts resulting from this ITB or who have expressed a desire to be added to the contract.

Contractors who are on the existing contract **will not** be required to submit a new bid in response to an Open Enrollment period solicitation unless they are adding or removing aircraft or increasing or decreasing their pricing.

The current schedule for planned Open Enrollment periods during each contract year is January 1st through March 15th. Depending on the needs of the State, the Open Enrollment solicitation period may be shortened to no less than 10 calendar days at the discretion of the DOF Procurement Officer.

Protest rights outlined in Sec. 5.22, of this ITB will apply to Open Enrollment periods.

The Open Enrollment schedule is subject to change depending on the requirements of the Division of Forestry and Fire Protection. DOF does not guarantee an Open Enrollment solicitation will be issued during any of the above specified periods.

SEC. 2.02 PRICE DECREASES

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

SEC. 2.03 ACCESSORIES

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

SEC. 2.04 INSPECTION

Equipment offered for use under this ITB may be subject to inspection and approval by the State prior to the award of the ITB. The equipment and attachments must be in good repair and capable of performing the work for which they were designed.

SEC. 2.05 ALTERATIONS

The Contractor must obtain the written approval from the Procurement Officer prior to making any alterations to the specifications contained in this ITB. The State will not pay for alterations that are not approved in advance and in writing by the Procurement Officer.

SEC. 2.06 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 and Fire Protection.

SEC. 2.07 CONTRACT FUNDING

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

SEC. 2.08 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. 2.09 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. 2.10 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 2.11 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.12 CONTRACT PERFORMANCE LOCATION

By signature on their bid, the bidder certifies that all services provided under this contract by the Contractor and all subcontractors shall be performed in the United States.

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

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. 2.13 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. 2.14 SCOPE OF WORK, SPECIFICATIONS, AND GENERAL REQUIREMENTS

1. GENERAL REQUIREMENTS:

a. Scope of Contract:

The intent of the contract resulting from this ITB is to obtain flight services utilizing fully functional aircraft, operated and maintained by qualified personnel, and equipped to meet specifications, from existing aircraft companies for the support of Division of Forestry and Fire Protection (DOF) programs. The type of services to be performed include but are not limited to: air transportation of personnel, equipment and supplies, aerial reconnaissance and observation, transportation of cargo, search and rescue missions and fire support, as directed by DOF.

Bidders offering all types of helicopters and fixed wing aircraft are welcome to submit bids in response to this ITB.

b. Certification:

The Contractor shall be a certified air carrier/commercial operator under one or more of the Federal Aviation Regulations 14 CFR parts 121, 125, 133, 135, or 137 as appropriate. The Contractor shall obtain all necessary licenses and permits, plus comply with all applicable federal, state, and local laws. All aircraft hired under this agreement, must be listed on the Contractor's operation specifications for their 135 or 133 certificate and comply with all FAA Part 135 or 133 requirements for weight and balance records, passenger briefing cards, etc.

A copy of the bidder's 133, 135, and 137 certifications, as applicable for the aircraft they are offering in response to this ITB, must be provided with their bid.

In general carding will not be required under contracts resulting from this ITB. However, DOF may request that pilots and/or aircraft possess a current Qualification Card issued by the United States Forest Service-Dept. of Agriculture (USFS) or the Office of Aviation Services-Dept. of Interior (OAS) and shall present the card for identification upon request.

If requested by DOF, the Contractor may only provide "special use" services to the extent that aircraft and pilots have been qualified for such use as identified by a written notice, issued by OAS-DOI, USDA-Forest Service or State of Alaska, State Maintenance Inspector and carried aboard the aircraft. These services are identified on the aircraft approval card and the pilot approval card. The required carding may include an inspection of the aircraft, log records, required equipment and other items at the discretion of the inspector. This carding does not apply to simple point to point aircraft rentals.

c. Independent Contractor:

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

d. Contract Costs:

Contractors must be self-sufficient and will be required to cover all costs for their pilot(s), mechanics, and crew(s). No per diem will be paid. No rental cars, hotels, transportation, or subsistence of any kind will be reimbursed. The State will be exempt from all federal, state, and local taxes except as identified within the provisions of this ITB. The helicopter basic rate listed on the rental offer must be inclusive of all personnel. No additional billings will be accepted for mechanics required under the contract.

The bidder should consider the information within this paragraph when listing their bid price.

e. Adding or Deleting Aircraft from the Contract:

Contractors may add or delete aircraft from the contract as specified within Section E, paragraph 21, Contract Period, Contract Prices and Price Adjustments, and Open Enrollment Periods, of this ITB.

2. DEFINITIONS:

As used throughout this ITB and the resulting contract, the following terms shall have the meaning set forth below:

a. Accident:

An unplanned event that does substantial damage to an aircraft, aircraft component, or service truck or any serious injury, or death, to personnel (refer to 49 CFR 830 for more detailed information).

b. Aviation Hazard:

An aviation hazard is any condition, act, or set of circumstances that compromise the safety of personnel or resources engaged in aviation activities.

c. General Use Activities:

Involve point-to-point transportation of personnel and/or cargo, occasional use of unprepared landing sites, and all other flights not categorized as "Special Use Activities."

d. Incident:

An unplanned event that does damage less than substantial or injury less than serious; an air or ground mishap, malfunction, or situation involving aircraft or personnel which has the potential of resulting in an accident.

e. Special Use Activities:

- 1) All direct fire suppression flying;
- 2) Operations requiring extensive flying at less than 500 feet above the surface;
- 3) All helicopter sling operations and all parachute and rappelling operations;
- 4) Operations in terrain requiring extensive use of unprepared landing sites.

3. OPERATIONS:**a. Flight Operations:**

The Contractor shall operate in accordance with their approved FAA Operations Specifications, and all portions of 14 CFR Part 91 (including those portions applicable to civil aircraft), and Part 135 (135.1 notwithstanding), unless otherwise authorized by DOF.

Exemption for Transportation of Hazardous Materials. DOF may require transportation of hazardous materials. Such transportation shall be in accordance with Exemption DOT-E 9198 PTE (16th revision or subsequent), the DOF Aviation Transportation of Hazardous Materials Handbook and the operators Op Specs on the transportation of hazardous materials. The decision of whether we use the GOE or the operators Op Specs will be made at the time of hire. The Contractor must ensure that a copy of the exemption and handbook is aboard each aircraft operating under the provisions of this exemption (this handbook is available from DOF upon request).

b. Pilot Authority and Responsibilities:

The pilot is responsible for the safety of the aircraft, its occupants, and cargo, and shall comply with the directions of DOF, except when in his or her judgment such compliance will be a violation of applicable federal or state regulations or the contract provisions. The pilot shall refuse any flight or landing which the pilot considers hazardous or unsafe.

The pilot shall not permit any passenger to ride in the aircraft or any cargo to be loaded therein unless authorized by DOF.

Pilots are responsible for computing the weight and balance for all flights and for assuring that the gross weight and center of gravity do not exceed the aircraft's limitations. The pilot shall be responsible for the proper loading and securing of all cargo, either internal or external prior to all flights. Pilots are responsible to assure prior to flight that each occupant is familiar with and utilizes the installed safety equipment.

Pilots are responsible for filing a flight plan (VFR or IFR) for all flights performed under this agreement. If filing a flight plan with a Flight Service facility is not feasible, an alternate method may be used provided the agency has a written flight-following procedure. All flight plans will be closed in an appropriate manner. Automated Flight Following (AFF) is required under this contract for aircraft tracking. The Contractor shall cooperate with DOF to allow the aircraft's tracking feed to be forwarded to DOF Forestry's dispatch center in addition to the basic AFF.gov reporting.

4. PERSONNEL REQUIREMENTS:**a. Pilot requirements - Point-to-Point:**

Pilots shall have an FAA commercial pilot certificate with appropriate category, class rating and type, if required. Pilots shall hold an ATP rating for those 14 CFR Part 135 operations requiring ATP-rated pilots.

For helicopters, IFR or VFR over-the-top, pilots shall have helicopter instrument ratings or a rotorcraft ATP Certificate with a category and class rating for that aircraft not limited to VFR.

Pilots shall hold at least a current second-class medical certificate issued under provisions of 14 CFR Part 67.

The contracting officer may request evidence of satisfactory passing of FAA check in accordance with provisions of 14 CFR Part 135, for the make and model offered for this agreement within the previous 12 months. All pilots shall meet the currency requirements of 14 CFR Part 61.57.

b. Pilot Requirements - Special Use:

Each pilot shall, at the discretion of DOF, pass an agency flight evaluation in make and model of aircraft to be flown on this agreement. The flight evaluation will be in an aircraft supplied by the Contractor and at no expense to DOF. The satisfactory completion of the evaluation will not substitute for any of the total flight hour requirements listed in the contract.

Pilots shall have logged at least the following amounts of flying time as Pilot-in-Command (PIC):

Total pilot time: 1,500 hours.

Category	Fixed Wing	Helicopter
PIC	1,200 hours	1,500 hours
Cross Country	500 hours	500 hours
PIC Night	25 hours for night operations; 100 hours for IFR operations	100 hours for night operations
PIC Total Time in the preceding 12 months	100 hours in category	100 hours in category and class
PIC in category last 60 days		10 hours
PIC in Make and Model	25 hours	50 hours (see Note 1 below)
PIC in Make, Model, and series last 12 months		10 hours
Category	Fixed Wing	Helicopter
PIC instrument, of which 50 hours must have been in flight, actual or simulated instrument conditions for multi-engine operations	75 hours IFR operations	75 hours IFR operations
Weight Class of Helicopter		100 hours (see Note 2 below)
Reciprocating Engine - Helicopter		200 hours
Turbine Engine - Helicopter		100 hours
Note 1: 25 hours PIC if pilot has satisfactorily completed a factory school and checkout in make and model. Makes and models are grouped as shown in this ITB (Attachment 5). Time in one make and model is considered adequate for all aircraft in that group.		
Note 2: Aircraft with certified gross weight of 12,500 pounds or less; Aircraft with certified gross weight of 12,500 pounds or greater.		
Additional experience required when operating the following in classification of aircraft:		
PIC Multi-Engine Airplane	200 hours	N/A (helicopter category)
PIC Seaplane	25 hours	N/A
PIC Large Multi-Engine Airplane (over 12,500#)	250 hours	N/A
PIC Turboprop or Jet	100 hours	N/A
Pilot Second-in-Command (SEC) in accord with Contractor's certificate is required if the aircraft has a passenger seating configuration, excluding SEC and pilot seat of 10 seats or more.		
Special Copilot Experience Requirements for Helicopters (all flight times are in category):		
PIC	N/A	500 hours
PIC in Weight Class	N/A	50 hours
PIC in last 12 months	N/A	50 hours

c. Flight Crew Member, Duty and Flight Limitations:

Pilots will be limited to the following flight and duty-time limitations:

Duty Limitations:

Duty time includes 'pre-flight', 'post-flight', flight time, ground duty of any kind, and standby or alert status at the job site or other designated location. Local travel up to a maximum of 20 minutes each way between the work site and place of lodging will not be considered duty time. Any flight crew member may be relieved from duty at the discretion of DOF for fatigue or other causes before reaching flight hour and duty hour limitations.

Flight crew members will be subject to the following duty hour limitations: for either a single-pilot or a two-pilot (PIC and SIC) crew, a maximum of 14 consecutive duty hours during any assigned duty period.

Rest Periods:

Pilots shall be given 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.

Pilots may be given two 24-hour periods of rest within any 14 consecutive calendar days, at the discretion of DOF.

Flight Limitations:

All flight time, regardless of how or where performed (except for personal pleasure flying), will be reported by each flight crew member and used to administer flight time and duty time limitations. Flight time to and from a duty station as a flight crew member (commuting) will be reported and counted toward limitations if it is flown on a duty day. Flight time includes but is not limited to; military flight time, charter, flight instruction, biennial flight review, flight examinations by FAA designees, any flight time of a commercial nature whether compensated or not. Pilot flight time computations shall begin at takeoff and end at block-in and will be computed in hours and hundredths for airplanes or begin at liftoff and end at touchdown and will be computed for the flight hours meter for helicopter. Flight crew members will be limited to the following flight hour limitations which shall fall within their assigned duty period.

Single-Pilot Crew:

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

A maximum of 42 hours flight time during any consecutive six-day period. When a pilot acquires 36 or more flight hours in a consecutive six-day period the pilot will be given the following 24-hour period off for rest, after which a new six-day cycle will begin.

Two-Pilot Crew (Pilot/Copilot):

A maximum of 10 hours flight time per pilot during any assigned duty period.

A maximum of 50 hours flight time per pilot during any consecutive six-day period. When a pilot acquires 40 or more flight hours in a consecutive six-day period, the pilot will be given the following 24-hour period off for rest, after which a new six-day cycle will begin.

d. Personnel Protective Equipment (PPE):**General Use Activities:**

None required.

Special Use Activities:

Aviator protective flight helmet, equivalent to or exceeding SPH-4 type standards, with chinstrap fastened which includes protection for the ears and temples.

Fire resistant clothing made from fire-resistant polyamide or aramid material, cotton or equivalent is required (No synthetics).

Gloves made of leather or fire-resistant material and leather boots of eight-inch minimum heights are required. If the required leather boots are not conducive to the working environment (water, snow) and DOF determines that rubber boots or synthetic "snow boots" are essential to perform projects, the local DOF supervisor is required to inform the Contractor's employees of the increased personal hazard associated with these type boots in the event that an aircraft mishap should occur with a resultant fire.

e. Mechanics required for Helicopters:

One mechanic must accompany the helicopter, to its assigned base, for all rental periods in excess of 48 hours. After 48 hours, mechanic must be available within 20 minutes of assigned base to respond to maintenance needs. Pilot may act as a mechanic, if appropriately rated; however, such time must be recorded as "duty time" to be counted toward duty limitations.

The helicopter basic rate listed on the rental offer must be inclusive of all personnel. No additional billings will be accepted for mechanics required under this section.

f. Mechanic Qualifications:

A mechanic performing work on aircraft under this contract must be the holder of a valid FAA mechanic certificate with airframe and power plant ratings. If requested by DOF, mechanic must provide evidence of experience relating to the aircraft being offered.

5. AIRCRAFT REQUIREMENTS:**a. Aircraft Equipment Requirements:**

The aircraft must possess a Standard Airworthiness Certificate (except for helicopter external load operations) and be maintained in accordance with the terms of such certificate. The installation of any equipment specified must be according to FAR's and approved for make and model furnished, including, but not limited to:

All aircraft certified in the standard category shall be equipped in accordance with 14 CFR Parts 91 and 135.

A complete set of current aeronautical charts covering the area of operation. IFR enroute and terminal publications are also required for IFR operations.

A first aid kit and survival kit containing at least the items specified in this ITB (Attachment 4) shall be furnished by the Contractor and carried aboard the aircraft on all flights.

Fire extinguisher(s) as required by 14 CFR 135.155 shall be a hand-held bottle of approximately two-pound capacity containing a halogenated extinguishing agent that is accessible to the flight crew.

Approved aircraft lighting for night operation in accordance with 14 CFR 91.33(c) including instrument lights.

b. Airplanes:

Shoulder harness and lap belt for front seat occupants and both occupants in tandem seat airplanes will be required. Shoulder strap and lap belt will fasten with metal to metal, single point, quick release mechanism. The installed shoulder harness shall not interfere with the pilot's operation of the aircraft controls (airplanes with a factory installed military type shoulder harness meet this requirement). Factory installed restraint equipment in Cessna 208, Caravan, serial number one through 110, are acceptable for point to point use only.

c. Helicopters:

One flight meter (Hobbs Model N-1-69 or equal). The meter shall be wired in a series with a switch on the collective control, and a switch activated by engine or transmission oil pressure or equivalent system to record flight time.

Double strap shoulder harness with automatic or manual locking inertia reel for each front seat occupant. Shoulder straps and lap belts shall fasten with one single point metal-to-metal, quick release mechanism (medium helicopters with factory installed nylon shoulder harness loops meet this requirement). Rear seats must be equipped with metal to metal seatbelts and shoulder harnesses.

1) Personnel Access Step:

Helicopters with extended gear shall have personnel access step to assure safe entrance and exit from each door of the helicopter. A section of external cargo rack may be utilized as a step by providing a clear space covered with a nonskid material.

2) Tundra Pads:

Helicopter shall be equipped with FAA approved tundra boards or as noted in the aircraft order.

Tundra pads would be used to land "off airport" which would be needed for crew transport or internal cargo unloading. Type 2 (Medium) and Type 3 (Light) helicopters shall be equipped with FAA approved Bear Paws or Tundra boards.

d. Light Helicopters:

Dual controls shall be removed prior to use under this contract.

e. Medium Helicopters:

Dual controls may be installed during routine DOF use. The pilot shall occupy the manufacturer's designated pilot station during all flight operations unless otherwise authorized by the FAA. When dual controls are installed, the pilot shall restrict access to the copilot seat. Only helicopter managers or experienced crew members should be allowed to occupy the copilot seat.

6. AVIONICS REQUIREMENTS:**a. General:**

The following systems shall be furnished, installed, and maintained by the Vendor in accordance with the installation and maintenance standards of this section.

b. Communications:**1) Emergency Locator Transmitter (ELT):****a) Helicopter:**

An Automatic Portable Emergency Locator Transmitter (ELT/AP) or an Automatic Fixed/Portable Emergency Locator Transmitter (ELT AF/AP) meeting TSO-C91 or TSO C91a shall be installed in the helicopter cabin in a conspicuously marked location that is easily accessible and readily removable in the event of an accident.

A uni-directional ELT shall be installed with the "arrow" aimed at 45 degrees downward from the normal forward direction-of-flight of the helicopter. If the primary antenna is a fixed type, a portable antenna shall be attached to the ELT unit.

b) Airplane:

An automatic fixed emergency locator transmitter (ELT/AF) or an automatic fixed/portable emergency locator transmitter (ELT AF/AP) meeting TSO-91 or TSO C-91a shall be installed in accordance with 14 CFR 91.207. Notwithstanding 14 CFR 91.207(d), the Vendor shall not utilize an aircraft unless it is equipped with fully operational ELT equipment. Access to the ELT location will be conspicuously marked. The external antenna shall be on top of the aircraft.

2) Emergency Position Indicating Radio Beacon (EPIRB):

For extended over water operations, aircraft hired under this agreement must have a Category I or II, EPIRB on board.

3) VHF-AM Aeronautical Transceiver:

One 360-channel VHF-AM (VH-1) Aeronautical Transceiver shall be installed, operating in the 118.00 MHz to 135.950 band on 50 kHz channel increments, and a minimum five watts carrier power output.

4) Navigation Systems:

No requirement unless specified by a supplement.

5) Audio Control System (Helicopter):

An interphone system which will serve the pilot and observer. The interphone system shall be 150/500 ohm with U-61 jacks. The interphone amplifier shall have sufficient gain and power output capability to deliver 50 milliwatts (with less than 10% noise and distortion combined) to each headset simultaneously.

A control convenient to the pilot shall be provided for the interphone amplifier to adjust the headset audio to a comfortable level.

Separate transmitter selection controls shall be provided for the microphone/PTT inputs of both pilot and observer. The observer's transceiver PTT switch shall be located on the cord to the headset/microphone jack or at a position on the panel convenient to the observer.

a) Special mission aircraft with VHF-FM receiver installed:

The system shall be configured so that the pilot and observer may select and utilize a different transmitter via their respective microphone/PTT. Whenever a transmitter is selected, the companion receiver audio shall automatically be selected for the corresponding earphone. Transmitter side-tone audio shall be provided for the user as well as for cross monitoring via the corresponding receiver selection switch on the other audio control system.

b) All aircraft:

The operator shall provide the pilot and observer with a headset that has a microphone and is compatible with the aircraft avionics. All headsets used in the aircraft shall be equipped with the same type plugs, which shall match all aircraft headset/microphone jacks.

c. Other Avionics:

1) Automated Flight Following (AFF):

One AFF system compatible with the government's AFF network (Web tracker) is required. Not all available systems are compatible with Web tracker, nor do they meet Web tracker's requirements. It is critical that the Contractor ensure that the AFF system offered is compatible with Web tracker. Refer to the website at <https://www.aff.gov>, for a list of previously successful AFF equipment manufacturers. **Additionally, regardless of provider used by the Contractor, both the Contractor and provider shall give permissions and allow an additional AFF feed to the Alaska DOF for use on the Integrated Fire Management Dispatch System as designed and maintained by Selkirk Systems, Inc.**

The AFF system shall be powered by the aircraft's electrical system, installed per the manufacturer's installation manual, and operational in all phases of flight. AFF equipment shall utilize as a minimum: satellite communications, an externally-mounted antenna, provide data to the government's web tracker software, use aircraft power via a dedicated circuit breaker for power protection, be permanently mounted to the aircraft's airframe, so as to not endanger any occupant from AFF equipment during periods of turbulence. Wiring installation must be of a permanent nature and not used "temporary pigtailed" or similar routed through the aircraft cockpit or cabin. Any AFF manufacturer-required pilot display(s) shall be visible/selectable by the pilot(s). Remote equipment having visual indicators should be mounted in such a manner as to allow them to be easily observed.

The Contractor shall maintain a subscription service through the AFF equipment provider furnishing AFF position reporting for satellite tracking via Web tracker. The position-reporting interval shall be every two minutes while the aircraft is in flight.

The Contractor shall register their AFF equipment with the Boise Help Desk providing: complete tail number; manufacturer and serial number of the AFF transceiver; aircraft make and model; and Contractor's contact information.

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

When the AFF system passes its operational check, the Contractor shall make an entry denoting such in the aircraft logbook.

Portable flight following units such as Spidertracks are acceptable providing DOF has access to the feed.

a) Inoperative AFF:

If the Contractor's aircraft is not equipped with AFF tracking or the unit fails to report to the system as described, a written authorization from the State Aviation Manager will be required to start or continue operation under this contract. Such approval shall only be granted on an emergency basis with a fixed end date.

d. Installation and Maintenance Standards:

All avionics systems used in or on the aircraft for this agreement and their installation and maintenance shall comply with all applicable FAA Regulations contained in 14 CFR regardless of any exclusions for public aircraft allowed in 14 CFR.

All avionics systems shall be installed and maintained in accordance with the manufacturer's specifications and instructions; per 14 CFR Part 43.

All avionics systems requiring an antenna shall be installed with a properly matched aircraft certified, broadband antenna, unless otherwise specified.

Antennas shall be polarized as required by the avionics system and have a VSWR less than 2.5:1.

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

7. MAINTENANCE REQUIREMENTS:

a. General:

The Aircraft shall be maintained in accordance with the manufacturer's specifications and applicable FAA regulations.

b. Inspection:

Aircraft maintained in accordance with 14 CFR 91.409(a) shall not be operated unless the 100-hour requirements of 14 CFR 91.409(b) are complied with at each 100-hour interval.

All maintenance, including inspection, rebuilding, alterations, and installation shall be performed by person authorized to perform such maintenance in accordance with 14 CFR Part 43.

c. Condition of Aircraft:

The aircraft must be airworthy and in good mechanical condition. The airframe and accessories must present a neat and clean appearance. Upholstery, paint, and plexiglass will be in good condition.

d. Manuals/Records:

The vendor shall assure that all maintenance performed on rental aircraft is recorded in the affected aircraft's maintenance record in accordance with 14 CFR 91 (ref. 14 CFR 43.9, 43.11 and 91.417.)

e. Airworthiness Directives (ADs) & Bulletins:

All applicable manufacturer's mandatory bulletins and FAA ADs shall be complied with prior to performance of this agreement. A separate list of FAA ADs and Manufacturer's Mandatory Service Bulletins on the make and model of aircraft offered will be made available upon request, recording whether applicable or not and, if applicable, the date and airframe total time at compliance, method of compliance, next compliance due date if recurring, and authorized signature and number.

8. FUEL AND SERVICING REQUIREMENTS:

All fuel must be approved commercial or military grade aviation fuel. Only fuels meeting the specifications of the American Society for Testing and Material (ASTM) D-1655 (Type Jet A, A-1, or B), MIL T-5624 (Grade JP-4 or JP-5), for turbine powered aircraft, and ASTM-D-910 or MIL T-910 (Avgas Grade 80, 100, or 100LL), for reciprocating powered aircraft, are authorized for use.

a. Servicing Requirement:

Aircraft shall not be refueled while engines are running, or propellers are turning, unless the aircraft refueling facility is equipped with an approved closed-circuit refueling system.

Bonding cables shall be utilized (removed grounding per NFPA).

Only approved Flight Crew members (Pilot, Co-pilot, helicopter foreman, or flight manager) shall be involved in any refueling operations.

Passengers shall not be involved with any refueling of contract aircraft unless the pilot has determined that it is an absolute necessity due to an emergency situation.

9. CONTRACTOR'S BASE/REPORTING AND RELEASE BASE:

DOF and the vendor will agree to a report/release base(s) at the time an order is placed under this agreement.

10. ORDERING SERVICE:**a. Orders will be placed by DOF for service, as needed, under this agreement subject to the following:**

It is understood that DOF has no obligation to place, nor the vendor an obligation to accept an order placed hereunder.

Upon acceptance of an order, the terms of this agreement shall become binding.

The period of service shall extend from the time service begins until released by DOF. The period of service will include required ferry to and from the assigned base.

b. Orders may be placed using either a DOF Resource Order (RO) or State of Alaska Delivery Order (DO).

11. SCHEDULE OF OPERATIONS:

DOF will coordinate and schedule daily operations with the vendor's representative, subject to the flight crew member, duty, and flight limitations.

12. PAYMENT PROVISIONS:**a. Measurement of Flight Time:****1) Helicopters:**

Flight time shall be measured from lift-off to touchdown and recorded in hours and tenths. Flight time shall be measured by means of an approved electrical time recorder as required in Section 5. AIRCRAFT REQUIREMENTS c. Helicopters.

2) Airplanes:

Flight time shall be measured from the time the aircraft commences its takeoff roll until it returns to the blocks and will be computed in hours and tenths. A table is attached with this document.

b. Payment for Flight Time:

Payment will be made for all flights ordered by the contracting officer or authorized representative and flown by the Contractor at the rates set forth in the accepted bid for this ITB. Offered costs may be adjusted as provided within this ITB and the contract resulting from this ITB.

1) Flights for the Vendor's Benefit:

Payment will not be made for flights for the benefit of the Contractor such as maintenance test flights, ferrying to and from maintenance facilities, training and familiarization flights, flights required following an engine change, or transportation of Contractor's support personnel.

c. Guarantee:

For periods of service in excess of 24 hours the Contractor will be compensated for standby time through a flight hour guarantee as follows:

When documented on Flight Record Form 10-3133, payment will be made for the greater of (1) actual flight time for the period of service, or (2) the product of the number of days of service times the guaranteed hours stipulated on the contract ending with release of the aircraft.

Example: At 1500 on June 3rd, a Cessna 206 is requested by DOF to fly to McGrath and perform fire detection missions for the next several days. It is procured at a \$200. per hour rate (dry). Its guarantee is three hours per day. The aircraft was released at 1100 on June 7th.

Date	Actual Flight Time (Hours)	Guarantee (Days)
June 3	2.00	0.5
June 4	5.00	1.0
June 5	2.10	1.0
June 6	1.00	1.0

June 7	2.00	0.5
Totals	12.10	4.0

In this case DOF will pay the greater of (1) 12.10 hours or (2) 12.00 hours (4.0 days X 3.00 hours per day). Calculated payment will be 12.10 hours X \$200. per hour = \$2,420.00.

When the pilot exceeds flight time and duty limitations, the aircraft becomes unavailable, and no guarantees will be paid. However, if the Contractor provides at their own expense a relief crew, guarantees will continue.

Payment for un-flown guarantee will be computed at the dry rate.

Services terminating before or beginning after 1200 hours will be measured as one-half the guarantee set forth in the contract.

Whenever ordered service is unavailable, the minimum guarantee will be reduced by the length of time service is unavailable. One-tenth of the Guarantee will be deducted for each hour, or portion thereof, service is listed as unavailable. However, the deduction unavailability will not exceed ten-tenths per day.

Guarantee will not accrue after the aircraft is released, regardless of the location and the circumstances at the time of release (i.e., adverse weather conditions, etc.).

An aircraft will not be paid flight hours in addition to meeting the guarantee unless those flight hours actually exceed the accumulated guarantee (i.e., if they are utilized for 10 days and fly an accumulated 47 hours over those 10 days, they will be paid the actual hours flown as the guarantee would only be 40 hours). Also, all daily guarantees will be paid at a dry rate and will be paid according to the contract language.

For example: a vendor has a four-hour guarantee. They fly .9 hrs. that morning on a flight. They are released and their ferry time home is 1.7 hrs. If they are released BEFORE noon, their guarantee is ½ the daily guaranteed rate, so two hours actual flight time is 2.6 hrs. They are paid the GREATER of actual hours flown OR the guarantee, or in this case, 2.6 hours @ the aircrafts rate. If they are released AFTER noon, their guarantee is a full day, so four hours actual flight time is 2.6 hrs. They are, again, paid the GREATER of actual hours flown OR the guarantee or in this case, four hours @ the aircrafts rate.

If the aircraft is released prior to noon, the State will pay ½ the daily guarantee. If the aircraft is released after 12:00 p.m. (noon), the State will pay for the full days guarantee. The State will also pay for the ferry time to the incident and back to their base after the incident. The State will not pay daily guarantee's for not getting home because of adverse weather or any other issues past the release date.

e. Submitting Invoices:

It is the Contractor's responsibility to compute and submit a properly completed "invoice for payment" to DOF.

Invoices are to be submitted for billing periods, beginning with the aircraft's order date/time and ending on their release date (the assignment period) for a normal rental period of less than two weeks. Interim billings, before the aircraft is released, will not be processed unless the rental period exceeds two weeks. For longer rental periods, in excess of 14 days, billing must be submitted at a minimum of 14 days but no greater than monthly (every 30-31 days). Invoices will not split days (i.e. All flight times will be billed on a 24-hour basis, 0:00 to 24:00, never ending an invoice in mid shift). Availability and flight times will be calculated and modified according to the agreement rules and invoices will be adjusted to the appropriate payable amounts as determined by the State of Alaska. Sometimes the administrative section may request an amendment to correct a large error on an invoice.

When an invoice requires an amendment, the original invoice number must be used with a suffix as follows: The invoice should maintain the original invoice number followed by an A and adding the numerical sequence for any additional amendments to the same invoice.

Example: Invoice #2309 requires an amendment of availability, when resubmitting, the invoice it should read #2309A or if it is a second amendment it should read #2309A-2.

Invoices with different base numbers for the same rental period will not be processed.

Proper invoicing is the responsibility of the vendor and should follow these guidelines:

- 1) Completely fill in all portions of SOA Flight Record Form 10-3133;
- 2) Enter charge codes for every day you are on the agreement, whether you fly or not. On non-flight days, there are preposition codes you can get from a DOF official;
- 3) Have a state official sign the Flight Record, validating the dates and times of use as correct.

NOTE: Invoices will not be processed without the previous items attached.

f. Subsistence Allowance:

The State is paying for the aircraft and crew through the daily guarantee and flight hour. It is in the States best interest to accommodate the crew, when we can, for the best performance on the incident.

When State-subsisted incident camps are available, for example in McGrath, meals and bedding for Contractor's operator(s) will be furnished without charge.

Local Forestry staff will also make every effort to accommodate the transportation needs of the crew. Forestry may not give the crew a State vehicle to use at their discretion but whenever possible will give them a ride to the hotel or restaurant.

Otherwise, contractors are responsible for their own subsistence (meals, lodging, crew transportation etc.). If the bidder anticipates extra cost to provide the aircraft, they should include it in the aircraft hourly cost.

g. Airport Use Costs:

All airport use costs including, but not limited to; landing fees, tie-down charges, or similar costs that the Contractor is required to pay when ordered to operate from an airport other than the Contractor's base of operation, are the sole responsibility of the Contractor and shall be included in the Contractor's hourly rates on Attachment #8 Bid Schedule.

h. Fuel Cost Adjustment:**1) Aircraft hired on a wet rate and the DOF furnishes fuel:**

The Contractor shall record the quantity of fuel obtained from DOF on the Flight Record form 10-3133. Deduction will be based on the Contractor's fuel cost and DOF's fuel cost at the site delivered.

2) Aircraft hired on a dry rate and the vendor furnishes fuel:

The Contractor will be reimbursed for the fuel provided, at the fuel consumption rate indicated, times the applicable flight time, times the actual cost per gallon, as supported by the fuel invoices. DOF furnished fuel used for the Contractor's convenience (such as maintenance flights, etc.) will be deducted at the commercial rate per gallon. Such use shall be recorded on the DOF Flight Record form 10-3133 as a non-revenue flight.

i. Miscellaneous Charges:

Miscellaneous charges for goods or services furnished by DOF, on behalf of the Contractor, will be deducted from amounts due under the contract.

j. Claims:

Claims for payment of supplies or services that involve disagreements between DOF and the Contractor about quantity, quality, or Contractor compliance with the contract requirements, must be submitted separately.

k. Designated Billing Office:

The office listed below is the designated billing office for submission of the Contractor's invoice and a copy of the DOF Flight Record Form 10-3133.

State of Alaska, Dept. of Natural Resources
Division of Forestry, Aviation Department
101 Airport Road

Palmer, Alaska, 99645

13. AUTHORITY OF DOF REPRESENTATIVES:

- a. The Contracting Officer (CO) is the appointed DOF official with authority to enter into, administer and terminate this agreement. The contracting officer may designate representatives(s) to perform certain functions in the administration of the agreement. Typical designations are:
 - 1) Contracting Officer's Administrative Representative (COAR) who is authorized to perform administrative functions.
 - 2) Contracting Officer's Technical Representative (COTR) who is authorized to perform technical functions.
 - 3) Project Inspector (PI) who is appointed by the COAR or COTR to assist them in carrying out their respective functions.
- b. A designated representative is not authorized under any circumstances to:
 - 1) Award, agree to, or execute any contract, agreement, contract or agreement modification, or notice of intent.
 - 2) Obligate, in any way, the payment of money by DOF.
 - 3) Make a final decision on any contract matter which is subject to the Disputes clause of this contract.
 - 4) Terminate, for any cause, the Contractor's right to proceed.

c. Oral and Written Statements:

No oral statements of any person shall be allowed in any manner or degree to modify or otherwise affect the terms, conditions or specifications of these contracts. Changes to the contract conditions will be in written form, issued by an appointed Procurement Officer of the Department of Natural Resources, Support Services Division, Procurement Section.

14. CONTRACTOR'S REPRESENTATIVE:

Unless otherwise specified by the Contractor, in writing, the pilot will be the Contractor's designated representative for purposes of planning operations with DOF.

15. CHANGES (ORAL OR WRITTEN):

a. Contract Changes:

All contract changes shall be issued, verified in writing, and signed by the DOF Procurement Officer. The Contractor shall take no action to comply with the statement or order until authorized by the DOF Procurement Officer.

The Contractor shall immediately notify the DOF Procurement Officer (orally, followed in writing) of any statement or order believed to modify or change any requirement, term, or condition of the agreement, including:

- 1) Each requirement, term and condition affected by the statement or order;
- 2) The author of the statement or order;
- 3) The probable effect upon price and time of performance.

b. Resource or Delivery Order Changes:

Changes to the requirements of a Resource or Delivery Order issued by DOF to request services under the contract resulting from this ITB will be done at DOF's discretion subject to the requirements of the situation dictating the need for the services. Changes to Resource or Delivery Orders issued by DOF may not under any circumstance change the master contract.

16. RESPONSIBILITY OF CONTRACTOR:

a. Costs:

The Contractor shall be responsible for, and pay, all costs of operation, support maintenance, repair of aircraft and ground support equipment and tools, and shall include these costs in the prices shown in the accepted bid and the contract.

At the Contractor's sole expense, the Contractor shall:

- 1) Obtain all required licenses and permits;
- 2) Comply with any applicable federal, state, and municipal laws, codes, and regulations.

b. Security of Aircraft and Equipment:

The security of any non-DOF aircraft, associated vehicles and equipment used under this agreement will be the sole responsibility of the Contractor.

The Contractor will take precautions necessary to protect property and persons including third parties against injury or damage and be responsible for any such injury or damage that occurs as a result of his fault or negligence (the term "third parties" is construed to include employees of DOF).

During the term of the agreement, certain DOF-owned equipment may be assigned to the Contractor. If the equipment is lost, damaged, or totally destroyed as a result of the Contractor's negligence; or as a result of any accident, the fair market value of the equipment will be charged to the Contractor and withheld from payment due under this contract.

c. Other Responsibilities:

- 1) If the Contractor does not provide maintenance, and maintenance is subcontracted, it is the responsibility of the Contractor to be certain subcontractor is FAA approved facility and the subcontractor has products/completed operations coverage under their Comprehensive General Liability policy as required by Appendix B1 of this ITB.

- 2) The Contractor shall provide competent representation, at the site. The Contractor's representative shall have the authority to act for the Contractor at all times and shall so notify the contracting officer.
- 3) The Contractor shall ensure that all employees engaged in the performance of this agreement are thoroughly familiar with its requirements.

17. ACCIDENTS/INCIDENTS/AVIATION HAZARDS:

The Contractor shall report all aircraft accidents immediately by the most expeditious means to the Area Duty Officer/Regional Duty Officer. Refer to Section F, #2, Definitions, of this ITB for the definition of accident, incident, and aviation hazard.

All pilots involved in an aircraft accident or incident causing injury to personnel or damage to the aircraft are immediately suspended from further use on DOF flight operations. The suspension will continue until released by DOF's Aviation Supervisor.

The Contractor shall not permit removal or alteration of the aircraft, aircraft equipment or records following an accident, or incident resulting in any damage to the aircraft or injury to personnel until authorized to do so by the Aviation Supervisor. Exceptions are when threat to life or property exists, the aircraft is blocking an airport runway, etc. The Aviation Supervisor shall be immediately notified when such actions take place.

The Contractor shall maintain an accurate record of all aircraft accidents, incidents, aviation hazards and injuries to Contractor or DOF personnel arising in the course of performance under this contract. Further, the Contractor fully agrees to make available personnel, personnel records, aircraft records, and any equipment, damaged or undamaged, deemed necessary by the DOF investigation team in the investigation of accidents, incidents, or aviation hazards.

18. SUSPENSION OF PERSONNEL:

Contractor personnel, who in the opinion of the contracting officer are doing ineffective work, are unable to adapt to field living conditions, or whose general performance is unsatisfactory shall be replaced by the Contractor.

The Contractor shall be notified in writing, stating the conditions of unsatisfactory or unsafe performance by his personnel and a time limit shall be set by which a replacement must be obtained.

19. FEDERAL AIRPORT AND AIRWAY EXCISE TAXES:

(Chapters 31 and 33 of the Internal Revenue Code, 26 U.S.C. 4041, 4261 et seq.) (Contractor Furnished Pilot) Chapters 31 and 33 of the Internal Revenue Code impose an excise tax on aviation in one of two ways (1) as a fuel tax and (2) as a transportation tax on transportation of passengers and cargo for aircraft having maximum certificated weights in excess of 6,000 pounds.

a. Fuel Tax:

If the fuel tax is applicable and this contract requires Contractor-furnished fuel the Contractor shall be responsible for payment of fuel tax and shall include such taxes in the bid price submitted in response to this ITB.

b. Transportation Tax:

Determination and payment of transportation tax (Federal Excise Taxes for cargo and passenger; if applicable) is the responsibility of the Contractor. The State may reimburse the cost of these taxes. The Contractor shall include receipts and or other documentation showing payment of the taxes with their invoice.

c. Exemptions:

The Internal Revenue Service and the U.S. Treasury Department have issued several rulings regarding imposition of transportation taxes. (Rev. Rul. 72-156)

Exempts aircraft from passenger and cargo tax under Section 4261 and 4271 of the code when hauling and dropping fire retardant. (Rev. Rul. 76-477)

Exempts aircraft from passenger and cargo taxes under Sections 4261 and 4271 of the code when Contractor's employees are spotting fires or hauling and dropping retardant chemicals.

These rulings do not exempt imposition of fuel taxes for which the Contractor is responsible under the paragraph above.

20. BID SCHEDULE:

Bidders must complete and submit this Bid Schedule for their bid to be considered responsive. Costs offered on the Bid Schedule must be inclusive of all costs to provide required services including but not limited to overhead, profit, equipment, supplies, labor, supervision, benefits, wages, fuel taxes, support maintenance, repair of aircraft and ground support equipment and tools, per diem, and any other costs, fees, or charges associated with providing required services. Multiple copies of the Bid Schedule may be submitted if the number of aircraft offered exceeds the number of lines on the Aircraft Information and Offered Cost form.

The State will not pay a Daily Availability Rate, nor will the State guarantee a minimum or maximum number of services to be provided, hours to be flown, or dollar amount to be spent under any contract resulting from this ITB.

Bidders may enter only a dry rate, only a wet rate, or both rates at their discretion. If entering a Daily Guarantee, bidders must enter a dry rate.

SEC. 2.15 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. 2.16 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. 2.17 ESTIMATED QUANTITIES

The services are as needed, and the estimated annual use may vary more or less yearly. The State does not guarantee any minimum or maximum purchase. Orders will be issued throughout the contract period on an as-needed basis.

SEC. 2.18 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. 2.19 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 requirements for Fixed Wing and Helicopters are shown in Appendix B1 Fixed Wing Provision Based on Seating Capacity and Appendix B1 Helicopters attached to this ITB. If a Contractor does not provide maintenance, and maintenance is subcontracted, it is the responsibility of the Contractor to be certain subcontractor is FAA approved facility and the subcontractor has products/completed operations coverage under their Comprehensive General Liability policy as required by Appendix B1 of this ITB.

Insurance provisions apply to all bidders issued a contract resulting from this ITB. Bidders must provide proof of insurance meeting the requirements of the Appendix B1 for the aircraft they are offering in response to

this ITB. Failure to supply satisfactory proof of insurance within the time required will cause the State to declare the bidder non-responsive and to reject the bid.

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

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

SEC. 4.10 CONTRACTOR SELECTION PROCESS

Once the contracts are established, this selection process will be used. Contractors will be listed alphabetically by home base location, type of aircraft, offered hourly rate wet, offered hourly rate dry, and Contractor name. When the State requires emergency aircraft services, the State will contact Contractors on the list that are nearest the incident and have the necessary asset(s). If a Contractor is unable to provide the required services, the State will go down the list until a Contractor is able to provide the service.

It is understood the Division of Forestry is under no obligation to place, nor a Contractor to accept, an order placed under any contract resulting from this ITB.

It is also understood the State does not guarantee a minimum or maximum number of services to be provided or dollar amount to be spent under any contract resulting from this ITB.

SEC. 4.11 NOTICE OF INTENT TO AWARD

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

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) Standard Contract Form for Goods and Non-Professional Services - Appendix A, General Conditions;
- 2) Appendix B1 Indemnity and Insurance with Fixed Wing Provision Based on Seating Capacity;
- 3) Appendix B1 Indemnity and Insurance with Helicopter Provision;
- 4) First Aid and Survival Kits;
- 5) Grouping Of Like Make/Model Aircraft
- 6) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion;
- 7) Certification Of Entitlement To The Alaska Bidder Preference;
- 8) Bid Schedule.

ATTACHMENT 1

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 19, 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. Termination

The Procurement Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

19. 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 2

APPENDIX B¹

INDEMNITY AND INSURANCE WITH FIXED WING PROVISION BASED ON SEATING CAPACITY

Article 1. 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.

Article 2. Insurance:

Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

2.1 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.

2.2 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 claim.

2.3 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 claim.

2.4 Aircraft Liability Insurance: Covering all aircraft used under this contract, with coverage limits shown below:

2.4.a: 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.

2.4.b: 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.

2.4.c: 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.

2.4.d: 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 the 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.

ATTACHMENT 3

APPENDIX B¹

INDEMNITY AND INSURANCE WITH HELICOPTER PROVISION

Article 1. 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.

Article 2. Insurance:

Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

2.1 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.

2.2 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 claim.

2.3 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 claim.

2.4 Aircraft Liability Insurance: covering all aircraft used under this contract, with coverage limits not less than \$5,000,000 combined single limit for bodily injury, passenger liability, and property damage liability, and with limits not less than \$500,000 per passenger seat.

The State shall be added as Additional Insured for all flight operations under this agreement.

ATTACHMENT 4

FIRST AID & 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.

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

Minimum Aircraft Survival Kit Items for Alaska:

All helicopters and Fixed wing flying on state charters shall carry survival equipment in a readily accessible location known to all passengers. Survival kits will contain at least the following items and additional items, as appropriate, for local climate and terrain conditions.

Knife (1 each)
Signal mirror
Signal flares (6 each)
Matches (2 small boxes in waterproof containers)
Space blanket (1 per occupant)
Water (1 quart per occupant; not required when operating over areas with adequate drinking water)
Food (per occupant sufficient to sustain life for 2 weeks; protein pills, sucrose, etc. may be desirable to minimize storage space)
Candles
Water purification tablets
Collapsible water bag
Whistle
Magnesium fire starter (can be 2 boxes of matches in waterproof containers, “metal match,” etc.)
Nylon rope or parachute cord (50 feet)
Axe or hatchet (1 each)
Mosquito head net (1 per occupant)
Small gill net and an assortment of fishing tackle (1 net, hooks, flies, lines, sinkers, spinners, etc.)
Insect repellent containing minimum 40% DEET, 1 for each occupant recommended
Laser rescue light

ATTACHMENT 5

GROUPING OF LIKE MAKE/MODEL AIRCRAFT

1. Twenty-five hours PIC in any combination of aircraft in a grouping below will meet the requirements (for airplanes) for pilot requirements of this agreement.

2. Reciprocating Engine Aircraft:

Make	Model
Cessna	172, 177, 182
Cessna	172RG, 177RG, 182RG, 210
Cessna	170, 180, 185, L-19
Cessna	205, 206, 207
Cessna	336, 337
Cessna	303, 310, 320, 340, 400 series
Piper	PA-11, 12, 14, 16, 18, 20, 22
Piper	PA-24, 28, 32
Piper	PA-23, 30, 39, 40, 31, 34
Beech	33, 35, 36
Beech	50, 55, 56, 58, 60, 65, 70, 95
Beech	18
Helio	250, 295, 400, 700, 800
Maule	M-4, 5, 6, 7
Rockwell-Commander	500, 560, 680F

3. Turboprop Airplanes:

Make	Model
Cessna	206, 207 "Soloy Turbine"
Cessna	208 "Caravans"
Cessna	425, 441 "Conquest I & II"
Piper	PA-31T "Cheyenne I & II"
Piper	PA-42 "Cheyenne III & IV"
Beech	"King Air" series 90, 100, 200, 300
Beech	18 turbine series ("Volpar", etc.)
Mitsubishi	MU-2 series
DeHavilland	DHC-6 Twin Otter series
Swearingen	Merlin/Metro series
Rockwell-Commander	680 T.V.W.; 681, 690, 840, 900, 980, 1000

4. Jet Airplanes:

Make	Model
Cessna	"Citation" series
Beech	HS 125, 800
Lear Jet	20 through 36 series
Lear Jet	54, 55, 56
Grumman	G-II, III, IV
Falcon	10, 20, series
Falcon	50
Rockwell	"Saberliner"
Israel	"Westwind" 1121-1124
Israel	"Astra" 1125
Canadair	"Challenger" series
Mitsubishi	"Diamond" I

ATTACHMENT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

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

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

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

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

Name 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 7

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 8

BID SCHEDULE

Bidders must complete and submit this Bid Schedule for their bid to be considered responsive. Costs offered on the Bid Schedule must be inclusive of all costs to provide required services including but not limited to overhead, profit, equipment, supplies, labor, supervision, benefits, wages, fuel taxes, support maintenance, repair of aircraft and ground support equipment and tools, airport use costs, per diem, and any other costs, fees, or charges associated with providing required services. Multiple copies of the Bid Schedule may be submitted if the number of aircraft offered exceeds the number of lines on the Aircraft Information and Offered Cost form.

The State will not pay a Daily Availability Rate, nor will the State guarantee a minimum or maximum number of services to be provided, hours to be flown, or dollar amount to be spent under any contract resulting from this ITB.

Bidders may enter only a dry rate, only a wet rate, or both rates at their discretion. If entering a Daily Guarantee, bidders must enter a dry rate.

1. Aircraft Information and Offered Cost.

Make and Model	Registration Number	Home Base	No. of Insured Seats (incl. pilot)	Hourly Rate Wet	Hourly Rate Dry	Daily Guarantee, Number of Hours (single crew)	VFR/IFR Approved (yes or no)	Special Equipment or Configuration
				\$	\$			
				\$	\$			
				\$	\$			
				\$	\$			
				\$	\$			
				\$	\$			
				\$	\$			
				\$	\$			
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				\$	\$			
				\$	\$			
				\$	\$			
				\$	\$			
				\$	\$			
				\$	\$			

1. **HAZMAT.** If allowed by your Operations Specifications, will you carry HAZMAT on Forestry flights (circle one)? YES NO

2. We are looking for a full break down of all available equipment in the Special Equipment or Configuration column. If additional space is needed to list Special Equipment or Configuration information, please attach a separate sheet to this Bid Schedule with the information listed by the aircraft Registration Number.

2. Preference Certification (check as applicable).

ITEM	PREFERENCE	YES	NO
a.	Does your company qualify for the Alaska Bidder preference? Refer to Section D, paragraph 1, of the ITB for more information.		
b.	Does your company qualify for the Alaska Veterans preference? Refer to Section D, paragraph 2, of the ITB for more information. If yes, attach a copy of the bidder's DD214 with Social Security or serial number, date of birth, and other Privacy Act information redacted ("blackened") out.		
c.	Does your company qualify for the Alaskans with Disabilities preference? If yes, attach a copy of the certification letter issued by the Division of Vocational Rehabilitation with your bid Failure to provide a copy of the certification letter with your bid will result in disallowance of the preference.		
d.	Does your company qualify for the Employment Program preference? If yes, attach a copy of the certification letter issued by the Division of Vocational Rehabilitation with your bid Failure to provide a copy of the certification letter with your bid will result in disallowance of the preference.		

3. Amendment(s). I acknowledge receipt of the following amendment(s) issued for this ITB: _____.

4. Prior Experience Certification. By initiating, you are certifying that you meet all applicable provisions within Sec. 1.03 and Sec. 2.14.

_____ 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)

5. Bidder Certification

a.	Bidder Name:
b.	Authorized Person (printed name):
c.	Authorized Person (signature):
d.	Date Signed: