

STATE OF ALASKA INVITATION TO BID (ITB)



ITB 2025-1000-0178 EXCLUSIVE USE HELICOPTER FOR FOREST INVENTORY

ISSUED DECEMBER 12, 2024

IMPORTANT NOTICE: If you received this solicitation from the State of Alaska’s “Online Public Notice” web site, you must register with the procurement officer listed below if you desire to receive notification of subsequent amendments to the solicitation.

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 must be 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 state and federal government;
 - the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;
 - the bid will remain open and valid for at least 90 days;
 - all terms and conditions set out in this Invitation to Bid (ITB).

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

NAME SHAWN M. OLSEN	_____ COMPANY SUBMITTING BID	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER'S PREFERENCE? [] YES [] NO
Phone: 1 (907) 269-8687 TDD/TTY: 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: shawn.olsen@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, Division of Forestry & Fire Protection is soliciting bids for a qualified contractor to provide exclusive use helicopter charter services for the Forest Inventory Project in Interior Alaska.

SEC. 1.02 BUDGET

The Department of Natural Resources, Division of Forestry & Fire Protection, estimates a budget of **\$5,000,000.00** dollars for completion of this project. Bids priced at more than **\$5,000,000.00** will be considered non-responsive.

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

SEC. 1.03 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than **2:00 PM** Alaska Time on **January 14, 2025**, at which time they will be publicly opened. Late bids or amendments will be considered non-responsive and will not be opened or accepted for evaluation.

SEC. 1.04 PRIOR EXPERIENCE

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

- The bidder must not have had a contract terminated for cause by the State within the last three years;
- The bidder must have a Type 3 helicopter, which will be used in the performance of the contract;
- The bidder must have a minimum of one year experience in make and model helicopter submitted;
- The bidder must have and provide copies of their FAA 133, 135, and 137 Certificates.

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

SEC. 1.05 REQUIRED 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 10 days before the deadline for receipt of bids. This will allow time for an addendum 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. 1.06 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.

Deadline to receive questions is **December 30, 2024**, by **2:00 PM** Alaska Time.

Procurement Officer: **SHAWN M. OLSEN** – PHONE 1 (907) 269-8687 –TDD/TTY: 711 (Alaska Relay);

EMAIL: shawn.olsen@alaska.gov

SEC. 1.07 SITE INSPECTION

Not applicable to this ITB.

SEC. 1.08 RETURN INSTRUCTIONS

If submitting a bid via email, the bid may be emailed to shawn.olsen@alaska.gov and must contain the ITB number in the subject line of the email. The **maximum** size of a single email (including all text and attachments) that can be received by the State is **20mb (megabytes)**. If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 20 megabytes, and each email must comply with the requirements described above.

Please note that email transmission is not instantaneous. Like 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 bids.

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

Department of Natural Resources

Support Services Division

Attention: **SHAWN M. OLSEN**

Invitation to Bid (ITB) Number: EXCLUSIVE USE HELICOPTER FOR FOREST INVENTORY

ITB Title: 2025-1000-0178

550 W 7th Avenue, Suite 1330

Anchorage, Alaska 99501

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

SEC. 1.09 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>. Bidders who are not enrolled prior to award of a contract will be notified by the Procurement Officer. Failure of a bidder to enroll in the IRIS database will delay award of the contract and may delay issuance of contract work.

SEC. 1.10 ASSISTANCE TO BIDDERS WITH A DISABILITY

The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to submit a bid should contact the Procurement Officer no later than 10 days prior to the closing of the bid to make any necessary arrangements.

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 ADDENDUMS TO THE ITB

If an addendum is issued before the deadline for receipt of bids, the addendum will be posted on the State of Alaska Online Public Notice (OPN) website. The link to the posting of the addendum 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 OPN.

SEC. 1.13 ITB SCHEDULE

The ITB schedule below 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 12, 2024
Deadline for Receipt of Questions	2:00 PM	December 30, 2024
Deadline for Receipt of Bids / Bid Due Date	2:00 PM	January 14, 2025
ANTICIPATED Bid Evaluations Complete		January 14, 2025
ANTICIPATED Notice of Intent to Award		January 15, 2025
ANTICIPATED Contract Issued		January 28, 2025

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 PRE-BID CONFERENCE/TELECONFERENCE

Not applicable for this ITB.

SEC. 1.15 ALTERNATE BIDS

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

SEC. 1.16 SUPPORTING INFORMATION

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, may cause the State to consider the offer non-responsive and reject the bid.

SEC. 1.17 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 must be complied with at risk of bid rejection for non-responsiveness.

SECTION 2. SCOPE OF WORK AND CONTRACT INFORMATION

SEC. 2.01 SCOPE OF WORK

(a) REQUIREMENTS

The Department of Natural Resources, Division of Forestry & Fire Protection, is soliciting bids for exclusive use helicopter charter services.

The Contractor shall make available one Helicopter for the Forest Inventory Assessment Project which meets the minimum general requirements as outlined below:

- (i) Seating capacity: 6; pilot plus 5 passenger seats;
- (ii) Cruise Speed: 110 Nautical miles per hour at sea level;
- (iii) Useful load (external/jettisonable): @ 3000 msl, @ 70 F with 1 ½ hours of fuel on board, internal, 1100 lbs.;
- (iv) Fuel Range: 300 nautical miles @ sea level, and;
- (v) Turbine Powered: Minimum 500 shaft horsepower.

Examples of acceptable helicopters that would normally meet the requirements of this contract when equipped, in accordance with specification identified in this ITB, are the AS-350B2, AS-350B3 and AS-350B3e.

The intent of this contract is to obtain exclusive use helicopter flight services to support the State of Alaska, Division of Forestry & Fire Protection's Forest Inventory Project and other State missions as required. The types of service that the aircraft will generally be required to perform include, but are not limited to:

- (vi) Transportation of personnel, equipment and supplies to and from Un-improved landing zones in remote areas supporting a forest inventory project (Primary Mission);
- (vii) Transportation of cargo, both internal and external;
- (viii) Search and rescue missions;
- (ix) Fire patrol, reconnaissance, or detection flights;
- (x) Aerial attack on wildfires with external water bucket.

The aircraft will be required to operate out of unimproved landing areas during periods of inclement weather, gusty winds, and smoky conditions. The use of experienced pilots is required to safely provide adequate performance under a variety of hazardous conditions. **THE AIRCRAFT SHALL BE USED TO MAXIMUM FAA CERTIFICATED LIMITATIONS.**

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

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

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

The aircraft provided under the contract resulting from this ITB shall be assigned to a designated base annually as referenced in this contract. Should the State require operation of the aircraft from locations other than the designated base, the flight time to move the aircraft will be paid at the hourly flight rate.

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

The exclusive use period may be extended at the State's option on a seven-day block basis per the terms, conditions, specifications and prices contained in this contract. The Contractor shall be notified at least 48 hours in advance of the extension period. The extension will not exceed 70 days past the last day of the guaranteed period.

(b) CERTIFICATION

- (i) The Contractor shall hold a current Federal Aviation Administration (FAA) Air Carrier Certificate. The bidder must submit a copy of required FAA 133, 135, and 137 certifications with their bid. At a minimum one calendar year field operational experience in make and model of helicopter submitted is required.
- (ii) The Contractor shall have operations specifications at the closing date and time for this ITB that allow operations of the category and class of aircraft and conditions of flight required under this contract which are: Rotorcraft; VFR- Day; Passengers; and Cargo. Additionally, FAA Operation Specifications shall include "Shall Carry" Hazardous Materials.
- (iii) Aircraft operated on this contract shall be operated and maintained under provisions 14 CFR 135 and carried on the list required by 14 CFR 135.63 unless otherwise authorized by the Contracting Officer (CO).
- (iv) The Contractor shall be certificated under 14 CFR 133, Rotor External Load Operations. The Contractor shall be certificated under 14 CFR 137, Agriculture Aircraft Operation.

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- (v) The aircraft offered for this contract shall have a FAA Standard Airworthiness Certificate. The installation of all equipment on the aircraft shall be FAA approved for U.S. registered aircraft.
- (vi) The aircraft shall be inspected, approved, and "carded" to the specifications of this contract by the Department of Interior – Office of Aircraft Services (OAS) for "Alaska Local Fire", USDA- Forest Service "Inter-Agency Fire", or State of Alaska-Division of Forestry & Fire Protection at the State's option. Endorsements must include:
- Passenger & Cargo Transport
 - Low-Level Reconnaissance
 - External Load (Sling)
 - Fire Suppression – Local
 - Longline/Remote Hook
 - Litter Kit
 - Bear Paws

(c) ORDER OF PRECEDENCE (SPECIFICATION)

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

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

(d) CONTRACT

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

(e) FLIGHT OPERATIONS

(i) Security of Aircraft and Equipment

The aircraft at times will be stationed at locations that are not secured from the general public, are not DOT approved, and will not have government employees consistently nearby. The Contractor is ultimately responsible for the security of their aircraft, vehicles, and associated equipment used in support of this contract.

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- 1) Aircraft Physical Security. Any aircraft used under this contract must be physically secured and disabled via a dual-lock method whenever the aircraft is unattended. Any combination of anti-theft devices designed to lock aircraft flight control surfaces when not in use, or designed to secure an aircraft to the ground, are acceptable, provided they are appropriate for the aircraft. Operational environments and personnel safety must be considered when selecting the locking devices and methods used.
 - 2) Removal and/or disabling of locking devices and methods must be incorporated into preflight checklists to prevent accidental damage to the aircraft and must be installed in a manner which precludes its inadvertent interference with in-flight operations.
 - 3) Examples of Acceptable Locking Devices & Methods are identified below. Utilization of other means of securing or disabling an aircraft are acceptable provided they achieve a level of security equal to or greater than the following example methods.
 - (a) Keyed Magneto Keyed Starter Switch;
 - (b) Keyed Master Power Switch Hidden Battery Cut-Off Switches Hidden Start Relay;
 - (c) Switches Throttle/Power Lever Lock Mixture/Fuel Lever Lock; and
 - (d) Locking Fuel Cut-Off Locking Tie-Down Cable
 - 4) Examples of Unacceptable Locking Devices & Methods include, but are not limited to, locking aircraft doors and fenced or gated parking areas.
- (ii) The Contractor shall operate in accordance with the Contractor's approved operating specifications, all portions of 14 CFR 91, and each Certification required under this ITB unless otherwise authorized by the State of Alaska.
 - (iii) Toe-In, Single-Skid, Step-Out Landings
Due to the hazardous nature of these type landings, toe-in, single-skid, step-out landings are prohibited.
 - (iv) Transportation of Hazardous Materials
The State of Alaska may require the transportation of hazardous materials. Contractors must be "Shall Carry" FAA Hazardous Material operators. Such transportation shall be in accordance with the DOI/USDA Interagency Aviation Transport of Hazardous Materials. A copy of the DOI/USDA Interagency Aviation Transport of Hazardous Materials information shall be on board the aircraft during all operations conducted under this contract. This handbook will be provided upon award of the contract or if requested by potential contractors. It is the Contractor's responsibility to ensure that each employee that may perform a function subject to this exemption receives training on the requirements and conditions of this exemption. Documentation of this training shall be retained in the employee's records.
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(v) Flights with doors open or removed is required when requested by the State. The aircraft external registration number shall be displayed in such a manner as not to be compromised by this requirement.

(vi) DAY/NIGHT USE

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

(vii) Smoking in the aircraft is prohibited.

(f) PILOT AUTHORITY AND RESPONSIBILITY

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

(ii) The pilot shall not permit any occupant or cargo onboard the aircraft unless authorized by the Contracting Officer, Contracting Officer's Technical Representative, Contracting Officer's Representative or Helicopter Manager/Project Aviation Manager.

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

(iv) Pilots are responsible for computing the weight and balance and to assure that the actual gross weight does not exceed the aircraft limitations prior to transporting passengers or cargo. The Pilot in Command (PIC) shall ensure an accurate Interagency Load Calculation form is completed and signed by the helicopter manager prior to each flight. Vendors operating certificate must allow for an efficient method of load calculations and cooperation with Forestry personnel to allow field loading with rotors turning if needed. The Pilot shall ensure that the helicopter is used to the maximum FAA certified Limitations but shall never exceed any Weight or Balance limitation.

(v) The Pilot must ensure that before each take off all passengers have been briefed in accordance with the briefing items contained in 14 CFR 135.

(vi) The Pilot must use an aircraft checklist for all flight operations.

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- (vii) Pilots are responsible for Flight plans and Flight following with the FAA and in accordance with State or FS approved flight following procedures, which includes Automated Flight Following (AFF) and radio check-ins. Failure of the AFF is not grounds for aborting a mission. Prompt repair of the AFF system is required. Flight following details will be addressed within a State project operations plan.
 - (viii) Pilots must operate to the standards and procedures written in the State of Alaska, Division of Forestry, Aviation Policies and Procedures Manual. The NWCG Standards for Helicopter Operations will be used during interagency operations. These Policies, Procedures and Guides are available upon request.
 - (ix) The assigned pilot on this contract may function as a mechanic when the aircraft is not available due to required maintenance provided the following requirements are met:
 - 1) The pilot meets all the qualifications and experience requirements for a mechanic in this contract;
 - 2) The time that the pilot is engaged in mechanic duties will be applied toward the pilot duty limitations. Additionally, all mechanic time in excess of two hours will be applied to the pilots' flight time limitations on a one-hour to one-hour basis; and
 - 3) A pilot functioning as a mechanic shall not perform scheduled maintenance such as 50 and 100-hour inspections.

(g) SUBSTITUTION OF PERSONNEL

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

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

(h) PILOT REQUIREMENTS

- (i) Due to pilot duty time requirements a relief pilot who must adhere to the same pilot duty time requirements as the primary pilot shall be required to cover days off for the assigned contract pilot at no additional cost to the State.
- (ii) Pilots shall hold at least a FAA Commercial Pilots Certificate with Rotorcraft-Helicopter Rating.
- (iii) Pilots must hold at least a Second-Class Medical Certificate issued under provisions of 14 CFR Part 67.

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- (iv) Pilots shall show evidence of satisfactorily passing an FAA 135.293 (a) & (b) check ride in the past 12 calendar months in the category and class of aircraft being offered for this contract.
- (v) Pilot flying hours shall be verified from a certified pilot log. Further verification of pilot flying hours may be required at the discretion of the Contracting Officer's Technical Representative.
- (vi) Each pilot shall be listed on the Cooperator Letter of approval or be a holder of either a USDA-FS or DOI-OAS/AMD Interagency Pilot Qualification Card with the following qualifications:
- 1) Ext Load, <50' Belly Hook;
 - 2) Helitack/PAX Transport;
 - 3) Water/Retardant, Bucket;
 - 4) Low Level, 500' Reconnaissance;
 - 5) Mountainous Terrain; and
 - 6) Ext Load, >50' Longline VTR;
- (vii) Each pilot at the discretion of the Contracting Officer's Technical Representative may be required to pass an agency flight evaluation check in the make and model aircraft to be flown on this contract at no cost to the State. Pilots shall demonstrate proficiency in operations of all equipment specifically identified in this ITB and in all required interagency- carded operations for performance of contract work.
- (viii) Pilots shall demonstrate their ability to perform the following functions with the required GPS. The pilot may use only an abbreviated checklist in the performance of this evaluation.
- 1) Determine the geographic coordinates of a destination identified on the Sectional Aeronautical chart
 - 2) Install destination coordinates;
 - 3) Acquire distance/bearing information to a destination;
 - 4) Record as a waypoint, coordinates of various locations while in route to a primary destination; and
 - 5) Navigate from a present position to a selected-recorded waypoint or between two recorded waypoints.

(ix) Pilots must have logged minimum flying time as Pilot-In-Command as follows:

- 1) One thousand five hundred hours total time in helicopters;
- 2) One hundred hours total time in helicopters in the last 12 months;
- 3) One hundred hours total time in weight class of helicopter offered. Defined as Aircraft having a gross weight of 12,500 pounds or less or more than 12,500 pounds.
- 4) One hundred hours total time in turbine helicopters;
- 5) Fifty hours total time in make and model of helicopter offered. Pilot flight hour requirements in make and model may be reduced by 50% if the pilot shows evidence of satisfactorily completing the manufacturer's approved ground school and flight check in the make, model and series of helicopter used on this contract;
- 6) Ten hours total time in make, model and series of helicopter offered in the previous 12 months;
- 7) Ten hours total time in make, model, and series of helicopter offered in the last 30 days prior to "seasonal" contract start;
- 8) Ten hours total time in typical terrain in the make and model helicopter offered. Defined as terrain where the aircraft will operate during the contract period that has the same features, to include density altitude and remoteness; and
- 9) Two hundred hours total time in mountainous terrain. Defined as pinnacle landings and approaches at various elevations and density altitudes of over 5,000 feet above sea level, and in areas of rugged peaks, deep canyons, cliffs, rock outcroppings, steep slopes, including landing on mountain tops and confined areas surrounded by trees, brush, rocks, snow and ice;

(i) **MECHANICAL REQUIREMENTS**

- (i) The mechanic shall be available at the designated base during the periods in which the aircraft is operating in performance of this contract. The mechanic shall be present to service and inspect the aircraft. Due to mechanic duty time requirements, a relief mechanic who must adhere to the same mechanic duty time requirements as the primary mechanic will be required to cover days off for the assigned contract mechanic at no additional cost to the State.
- (ii) The mechanic shall be a holder of a valid FAA Mechanic Certificate with both Airframe and Powerplant ratings and must have held the Certificate for a period of at least 24 months. Additional experience requirements are as follows:

- 1) Twelve of the last 24 months total time actively involved in aircraft maintenance as a certificated mechanic immediately preceding the start of the contract;
 - 2) Twelve months total experience in maintaining aircraft of the same category specified in this contract; three of the total 12 months experience must have been within the previous 24 months;
 - 3) Twelve months total time maintaining an aircraft of the same make and model offered on this contract (satisfactory completion of the manufacturer's maintenance course or an equivalent Contractor's program for the make and model aircraft offered will meet this requirement); and
 - 4) One field session total time maintaining an aircraft of the same make and model as offered under field conditions (three consecutive months maintaining the helicopter away from the Contractor's base of operations with minimal supervision will meet this requirement).
- (iii) The Contractor shall make available prior to the initial inspection a mechanic qualification form (OAS/AMD-41) for each mechanic that will perform maintenance during the exclusive use period on any helicopter covered by this contract. The qualification form, available from the State Contracting Officer or any AMD office, shall list the mechanic's qualifications with reference to the specifications listed above.
- (iv) The mechanic shall be available within 20 minutes of the designated base and, when directed by the State, accompany the helicopter to alternate locations. The mechanic shall be available to service, inspect, and repair the helicopter.
- (j) FLIGHT CREWMEMBER DUTY TIME LIMITATIONS**
- (i) Flight crewmembers may be relieved from duty for fatigue or other causes before reaching flight hour or duty day limitations. Personnel will be on standby during the hours stipulated by the State.
 - (ii) A schedule of operations will be planned by the State and coordinated with the pilot. The standard readiness level of flight crews requires a maximum of 15 minutes from flight notification to lift off. During times of low flight activity alternate schedules and dispatch requirements may be assigned by the State.
 - (iii) Duty includes flight time, ground duty of any kind, travel to and from duty stations or assigned bases, and standby or alert status. Local travel up to a maximum of 20 minutes each way between the work site and place of lodging will not be considered dutytime.

- (iv) Although the State may invoke more restrictive duty hours during periods of high workloads the standard duty hours will be as follows:
- 1) A maximum of 14 consecutive hours of duty during any assigned duty period;
 - 2) All pilots, including relief pilots, are required to have two 24-hour periods off during every 14 consecutive calendar days; and
 - 3) Pilots shall be given 10 hours of consecutive rest (off duty) not to include any post-flight or pre-flight activity prior to any assigned duty period. (Rest is defined as the time spent between duty periods characterized as inactivity or ease and free from labor).

(k) FLIGHT TIME LIMITATIONS

- (i) All flight time regardless of how and where performed, except personnel pleasure flying, will be reported by each flight crewmember and used to administer flight time and duty time limitations. Pilot flight time computation shall begin at liftoff and end at touchdown and will be computed from the flight hour meter in the aircraft. Flight crewmembers shall be limited to the following flight hour limitations, which shall fall within their duty hour limitations.
- (ii) Flight crewmembers shall not exceed eight hours of flight time during any 14-hour duty period.
- (iii) When a flight crewmember has exceeded the daily flight time limitations that flight crewmember must have a rest period before being assigned or accepting an assignment for flight time of at least:
- 1) Eleven hours of rest if the flight time limitation is exceeded by not more than 30 minutes;
 - 2) Twelve consecutive hours of rest if flight time limitation is exceeded by more than 30 minutes but not more than 60 minutes
 - 3) Sixteen consecutive hours of rest if the flight time limitation is exceeded by more than 60 minutes; and
 - 4) A maximum of 42 hours flight time during any consecutive six-day period. When a pilot acquires more than 36 hours of flight time in any consecutive six-day period that pilot will be given the following 24-hour period off duty.
- (iv) The pilot is responsible for keeping the Helicopter Manager/Project Aviation Manager apprised of flight and duty time. Travel time to the workstation more than 20 minutes must be reported as duty time.

(l) PERSONAL PROTECTIVE EQUIPMENT (PPE)

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

- (i) Aviator's protective helmet for the pilot shall be equipped with a boom-microphone and handset compatible with the radio specifications of this contract. The helmet shall be equipped with a chinstrap and be individually fitted to cover the head and provide protection for ears and temples. Pilots shall wear helmets for all flights. Flight helmets currently approved for helicopters are outlined in the Aviation Life Support Equipment (ALSE) handbook at: <https://www.doi.gov/aviation/library/guides>
- (ii) Pilots shall wear a long sleeve shirt, and trousers, or long-sleeved flight suit made of fire-resistant polyamide or aramid material or equal. Pilots shall wear boots that comply with the "IASG" and leather or polyamide gloves. All clothing shall overlap to prevent exposure to flash burns. Sleeves must be secured to prevent inadvertent snagging on
- (iii) Pilots shall wear a personal flotation device when conducting hovering flight operations over water (water bucket dipping). This equipment shall be maintained and in serviceable condition in accordance with the manufacturer's instructions. This equipment may, but is not required to, meet the standards of 14 CFR 135.267(a)(1).

(m) MECHANIC DUTY LIMITATIONS

- (i) Mechanics shall not exceed the following duty-time limitations:
 - 1) Within any 24-hour period mechanics shall have a minimum of eight consecutive hours off duty immediately prior to the beginning of any duty day. Local travel up to a maximum of 20 minutes each way between the work site and place of lodging will not be considered duty time;
 - 2) All mechanics including relief mechanics will have two full days off duty (2 x 24-hour periods) during any 14-day period during the performance of this contract. Off duty days need not be consecutive; and
 - 3) Duty time includes availability time and work or alert status at any job site, and travel to and from duty stations/assigned bases that exceeds 20 minutes each way.
- (ii) The State may further restrict daily duty hours and may remove mechanics for fatigue or other caused before reaching their daily duty limitations.
- (iii) The mechanic will be responsible for keeping the Helicopter Manager/Project Aviation Manager apprised of his/her duty limitation status.

(n) CONDITION OF AIRCRAFT EQUIPMENT

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

(o) REQUIRED AIRCRAFT EQUIPMENT AND ACCESSORIES

The following equipment and accessories are required:

- (i) Navigational publications including the Alaska Supplement and a complete set of current Sectional Aeronautical Charts covering the area of operation. Electronic versions of these documents on eight inch or larger screen devices are allowed:
- (ii) First aid kit (aeronautical) in accordance with the requirements of this 1TB;
- (iii) Survival kit in accordance with the requirements of this 1TB;
- (iv) Free air temperature gauge;
- (v) Aircraft shall have approved lighting for night operations in accordance with 14 CFR 91, including instrument lights;

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- (vi) One set of individual lap belts for each occupant. FAA approved shoulder harness integrated with seat belt with one single point metal-to metal quick release mechanism for each passenger position;
 - (vii) Double strap shoulder harness with automatic or manual locking inertia reel for each front seat occupant. Shoulder straps and lap belts shall fasten with one single-point metal- to-metal quick-release mechanism. Heavy-duty (Military style) harnesses with fabric loop connecting the shoulder harness to the male portion of the lap buckle similar to those installed in transport category helicopters are acceptable;
 - (viii) One flight meter (Hobbs Meter) (Datcon P/N 102149 or equal) recording in hours and tenths and activated by an oil pressure switch wired in series with collective switch or equivalent system to record flight time only. The meter shall be installed in a location readable from the front observer's seat. Any additional hour meters will be placarded "Not for Forestry Use";
 - (ix) Fire extinguisher(s) as required by 14 CFR 135.155 containing a minimum of 1-1/2 pounds of extinguishing agent, rated for B and C fires;
 - (x) Flight instruments for low visibility flight conditions, including Directional Gyro, Gyroscopic Bank and Pitch Indicator, Rate of Turn Indicator and Vertical Speed Indicator;
 - (xi) Cabin heater with windshield defogger;
 - (xii) High skid-type landing gear;
 - (xiii) Personnel access step. Helicopters equipped with extended gear or floor height greater than 18" shall have a personnel access step to assure safe entrance and exit from each door of the helicopter;
 - (xiv) Tundra boards or snow pads, no skis;
 - (xv) One FAA approved Fixed External cargo basket with a minimum length of 48 inches;
 - (xvi) Rear baggage extender for aft cargo storage compartment.
 - (xvii) A white strobe light mounted on top of the helicopter or otherwise visible from above. If the Aircraft Certification requires the anti-collision light to be activation red, then a white strobe light with an independent activating switch shall be provided. A "half-red and half white" lens is also acceptable for purposes of this contract.

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- (xviii) The aircraft shall be equipped with a forward-facing Recognition Pulse Light System similar to Devore Aviation Corporation's Under Fuselage Light Kit No 212-00004-1 or Dart kit equivalent.
- 1) The system shall be independent of the landing lights and shall pulse two lights rated at a minimum of 250 watts each or LED equivalent.
 - 2) Lights shall be on each side of the aircraft (bottom of fuselage) and mounted as far from the aircraft's centerline as practical. The installed lights shall not reflect through the convex mirror into the pilot's field of vision.
 - 3) Standard farm equipment /automotive light assemblies adapted to the aircraft with a pulse unit are not permitted. FAA Form 337 or other approval must be provided at time of contract inspection.
 - 4) The system shall be independent of the landing lights and shall pulse two lights rated at a minimum of 250 watts each or LED equivalent.
 - 5) Lights shall be on each side of the aircraft (bottom of fuselage) and mounted as far from the aircraft's centerline as practical. The installed lights shall not reflect through the convex mirror into the pilot's field of vision.
 - 6) Standard farm equipment /automotive light assemblies adapted to the aircraft with a pulse unit are not permitted. FAA Form 337 or other approval must be provided at time of contract inspection.
- (xix) High visibility markings on main rotor blades shall be one black blade and one white blade. If composite blades Manufacturer High Visibility painting scheme is acceptable.
- (xx) Approved engine air intake filtering devices capable of filtering sand and dust particles. Waived if no approved filtering device is available.
- (xxi) Locking caps on all fuel ports.
- (xxii) One self-cocking, automatic-locking cargo hook employing both a "guarded" electric and manual release systems and rated at the maximum external lifting capacity of the aircraft. This hook must allow the operator to load and lock the hook with a single motion with one hand. The hook must be disassembled, inspected, lubed and tested in accordance with the manufacturer's requirements. All cargo hooks manufacturers Pilot Operating Handbook Supplements shall be adhered to.
- (xxiii) The aircraft shall be equipped with a convex mirror for observation of the sling load by the pilot.

- (xxiv) One collapsible, variable capacity water bucket shall be furnished under this contract. The bucket, at 100 percent of manufactures rated capacity (+/- 5%) shall be commensurate with the maximum OGE lifting capacity of the helicopter at 3000 PA and 27 degrees Celsius with a 200-pound pilot and 1 ½ hours of total fuel. The bucket must be collapsible and be able to be carried inside the helicopter. The bucket shall be marked indicating capacity in gallons and weight. Markings shall be on the side of the bucket at the ports or on the internal adjusting strap of the bucket. Bucket straps shall be adjusted for maximum allowable capacity within aircraft limitations and shall not be cinched down for "pilot preference" or operational convenience.
- (xxv) Water/retardant bucket operating switches shall be "guarded" and mounted on the collective, be clearly marked for "Open" and "Closed" and shall be spring loaded to the "Closed" position.
- (xxvi) All installations and modifications prescribed above shall comply with 14 CFR 43 and shall be FAA or Transport Canada approved.
- (xxvii) The attaching hardware of each water bucket, longline or similar external load intended for use on the belly hook shall comply with the requirements shown in the flight manual supplement or manufacturer's information letter for the make and model of hook being used. Typically, the primary member will be a round ring of specific dimension. In no case will shackles be used as the PRIMARY member connection to the hook. Shackles may be permitted as SECONDARY members if this use is shown in the hook manufacturers' publications. Pear or oval shaped rings may only be used if allowed specifically by the hook manufacturers' flight manual supplement.
- (xxviii) Two USB Charging ports- USB charging ports must be TSO approved, capable of providing at least 2 amps of power to each port simultaneously with an output voltage of 5 VDC and installed in a location convenient to the users.

(p) PORTABLE AIRCRAFT FUEL SERVICING EQUIPMENT

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

- (i) The filtration system must be qualified to Institute of Petroleum (IP) effluent quality specifications. The following cartridges meet IP effluent quality specifications:
- 1) Velcon; Aquacon Spin-On filters (ACO-4050 1SPxxx, AC)-40901SPxxx); or equivalent.
- (ii) All filter cartridges shall be changed when fuel flow is reduced from normal flow rates. Fuel filters cartridges shall be changed annually. The filter cartridge change date will be placarded on the filter vessel.

- (iii) The Contractor shall have available with the pump two spare refueling system filter cartridges. The filter cartridges shall be new and stored in sealed containers to prevent contamination.
- (iv) The pump shall be hand or electrically operated. Electric pumps shall use Aircraft DC power.

(q) AVIONICS REQUIREMENTS

GENERAL: The following systems shall be furnished, installed and maintained by the Contractor in accordance with the manufacturer's specifications and the installation and maintenance standards of this section.

REQUIRED COMMUNICATION/NAVIGATION/OTHER SYSTEMS

- (i) One "406" Automatic Portable Emergency Locator (ELT/AP) or an Automatic Fixed/Portable ELT AF/AP meeting TSO- C126 shall be installed in the helicopter cabin in a conspicuously marked location that is easily accessible and readily removable in the event of an accident. ELT must meet TSO-C126 for all contract years.
 - 1) A Uni-directional "406" ELT shall be installed with the "arrow" aimed 45 degrees downward from the normal forward "direction-of-flight" of the helicopter. If the primary antenna is a fixed type a portable antenna shall be attached to the ELT unit. ELT must meet TSO-C126 for all contract years.
 - 2) In lieu of the ELT requirement above a 406 Automatic Fixed Emergency Locator Transmitter (ELT AF) meeting TSC-C-126 that requires tools to remove from the aircraft may be acceptable when a handheld portable ELT/EPIRB is furnished. The ELT/EPIRB shall be compact and easily carried by the PIC. A handheld ELT/EPIRB such as Emergency Beacon Corporation's Model EBC-102 with telescoping antenna or Emergency Locator Products Corporation's Model ELP-1000 meets this requirement.
- (ii) Two VHF/AM airways communication transmitter/receiver systems (VHF-1 and VHF-2), minimum 760 transmit and receive channels, 118.000 to 136.975 MHz, minimum five watts transmit carrier power. Weatherproof external broadband antennas of applicable frequency shall be used and mounted on the exterior of the helicopter.
- (iii) One VHF/FM transceiver is required.
 - 1) One panel mounted VHF-FM transceiver, similar to Technisonics 136, is required. Transceiver operational frequency range shall include the band 150-174 MHz with a minimum of 100 user-programmable channels in selectable 2.5 kHz increments and with channel spacing of no greater than 25 KHz. The operator shall be able to program any useable channels within that band while in flight. Narrowband (12.5 kHz) channel spacing and adherence to the standards of RTCA document DO-160C is required. A SCAN function shall be provided for all MAIN preset channels. The one VHF/FM transceiver shall be "P-25" digital compliant.

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- 2) Carrier output power shall be no less than 10 watts. The transceiver shall be capable of displaying receiver and transmitter operating frequency and shall provide both receiver and transmitter activation indicators for MAIN and GUARD. Simultaneous monitoring of both MAIN (150 - 174 MHz) and GUARD (168.825 MHz) receivers is required. Scanning of the GUARD frequency is not acceptable. The transceivers operational controls must be located and arranged so that the pilot and observer/co-pilot when seated have full and unrestricted movement of each control without interference from their clothing, the cockpit structure, or the flight controls.
 - 3) A CTCSS sub-audible tone encoder with a minimum of 32 selectable tones meeting the current EIA RS-220 standard are required which shall be integral parts of the transceivers providing a display of the selected tone.
 - 4) The encoder/transceiver systems shall be capable of encoding a 110.9 Hz tone on all GUARD (168.625 MHz) transmissions.
- (iv) One ATC transponder system, 4096 code, meeting the requirements of 14 CFR 91.215(a) tested and inspected per 14 CFR 91.413. The transponder shall have been last tested during the one-year period preceding the start or renewal date of the contract.
 - (v) Pressure altitude reporting system meeting the requirements of 14 CFR 91.215(b). Encoding altimeter or remote encoder connected to the ATC transponder for altitude reporting and installed in accordance with Advisory Circular AC 43-6A.
 - (vi) One Garmin inReach or similar emergency locating device with messaging capabilities carried on the pilot's person.
 - (vii) Other Avionics:
 - 1) One Automated Flight Following (AFF) system compatible with the government's AFF network (Webtracker). Not all available systems are compatible with Webtracker, nor do they meet Webtracker's requirements.

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

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

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

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

Registration contact information, a web-accessible feedback form, and additional information is available on the government's AFF website at <https://www.aff.gov>. The Boise Help Desk can be reached at 1 (800) 253-5559 or 1 (208) 387-5290. Prior to the annual contract inspection of the aircraft the Contractor shall additionally perform an operational check of the system.

2) Satellite Phone System:

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

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

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

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

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

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

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

It should be noted that a sufficiently sized sat phone plan should be provided by the Contractor to cover an estimated 15-20 minutes of usage per day of the contract.

(r) ONE GLOBAL POSITIONING SYSTEM (GPS)

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

(s) AUDIO SYSTEMS

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

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

(iii) Earphones and microphones:

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

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

(iv) Radios and systems:

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

1) VHF-AM aeronautical transceiver (VHF-1 and VHF-2);

2) Airborne VHF-FM transceivers (FM-1); and

3) Satellite Phone (Sat phone)

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

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- (vi) Transmitter selection and operation: Separate transmitter selection controls shall be provided for the microphone/PTT inputs of both pilot and observer. The system shall be configured so that pilot and observer may each simultaneously select and utilize a different transmitter. The two aft cabin exit positions shall utilize the transmitter(s) as selected by the observer or be equipped with separate audio panels. Whenever a transmitter is selected the companion receiver audio shall automatically be selected for the corresponding earphone. Transmitter sidetone audio shall be provided for the user as well as for cross-monitoring via the corresponding receiver selection switch on the other audio control system.
- (vii) Receiver audio selection and operation:
- 1) Separate controls shall be provided for pilot and observer selection of audio from one or any combination of available receivers.
 - 2) The two aft cabin exit positions shall utilize the transmitter(s) as selected by the observer or be equipped with separate audio panels.
 - 3) Performance specifications for receiver audio to all earphone connectors are as follows in paragraph h, including sections 1 and 2.
- (viii) Interphone system: An interphone system shall be provided for the pilot, observer, and four aft cabin positions. In the aft cabin exit-positions, both positions need to be able to transmit out. Interphone audio shall mix with but not mute selected receiver audio. An interphone audio level control shall be provided for each position above. Adjustments of the interphone audio level at any position shall not affect the level at any other position. A "Hot Mike" capability controlled via an activation switch or Voice Activation (VOX), shall be provided for the pilot, observer, and both aft cabin exit-positions. The "Hot Mike" switch shall activate only the microphone at that position. Interphone sidetone audio shall be provided for the earphones corresponding with the microphone in use. Performance specifications for the interphone system are as follows:
- (ix) None of the headset jacks shall be paralleled but shall be fed from the interphone amplifier with separate impedance matching networks to assure equal output to each headset jack.
- (t) AVIONICS INSTALLATION AND MAINTENANCE STANDARDS**
- (i) All avionics systems used in or on the aircraft and their installation and maintenance shall comply with all applicable Federal Aviation Regulations contained within 14 CFR notwithstanding any exclusions for Public Aircraft allowed in 14 CFR.
 - (ii) The recommendations in AC 43.13-1A, Chapter 11, "Electrical Systems" and Chapter 15, "Radios and Electronic Systems" as well as AC 43.13-2A, Chapter 1, "Structural Data", Chapter 2, "Radio Installation" and Chapter 3, "Antenna Installation" shall be strictly adhered to.
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- (iii) All avionic systems requiring an antenna shall be installed with a properly matched aircraft certified antenna unless otherwise specified.
- (iv) Avionics equipment mounting locations and installation shall not interfere with passenger safety, space and comfort. Avionics equipment will not be mounted under seats designated for deformation during energy attenuation. In all instances the designated area for collapse shall be protected.
- (v) The aircraft's static pressure system, altimeter system and automatic pressure altitude reporting system shall be maintained in accordance with the IFR requirements of 14 CFR 91.411 and inspected and tested every 24 calendar months as specified by 14 CFR 43, appendices E and F.

(u) MAINTENANCE REQUIREMENTS

- (i) The aircraft shall be operated and maintained in accordance with the manufacturer's specifications and applicable FAR's.
- (ii) The Contractor shall provide transportation of required support personnel and supplies to the designated base of operation. However, State transportation may be made available on a space available basis. There is no guarantee as to the availability, frequency or available space on such flights.
- (iii) Any unscheduled maintenance events during the performance of this contract that affects the airworthiness of the aircraft or impacts the mission requires the notification of the COTR by the most expeditious means possible. The COTR will authorize return to Availability upon confirmation that the aircraft has been properly repaired and return to Service by the appropriate contractor personnel. The COTR may authorize return to Availability after a phone discussion or may require fax copies or other documentation of repair. In some cases, the COTR may require a field inspection of the aircraft and/or a test flight. In the event that contact cannot be made with the COTR within a reasonable time period the aircraft may also be returned to Availability by an equivalent Federal DOI/DOA maintenance inspector/COTR. In no case will the aircraft be returned to Availability for performance of the contract without authorization from a State or Federal COTR. The State helicopter manager or other personnel are not authorized to return the aircraft to contract availability. The Contractor shall not operate the aircraft on the contract until the State COTR has returned it to availability.
- (iv) The COTR shall be provided the contact phone numbers for the Director of Maintenance and the designated aircraft mechanics for the purpose of directly discussing maintenance items and requesting information related to the performance of the contract.

(v) INSPECTION

- (i) Aircraft shall be maintained in accordance with the Contractor's 14 CFR 135 Certificate. All maintenance, including inspection, rebuilding, alteration and installation shall be accomplished by a person authorized to perform maintenance in accordance with 14 CFR 43. The Contractor shall insure that a mechanic who meets the contract qualification requirements inspects the contract helicopter in accordance with the procedures outlined in the operator's FAA proved/accepted maintenance program. This inspection shall be entered in the aircraft maintenance records in accordance with 14 CFR 43.9 and shall include the aircraft time in service.
- (ii) The Contractor's maintenance facility shall be capable of providing field maintenance support for each aircraft during extended periods of heavy use. The Contractor may have arrangements with other appropriately rated facilities to perform maintenance for which the Contractor is not qualified.
- (iii) The Contractor shall maintain an adequate supply of those repair or replacement parts most frequently used on the contract aircraft and the materials necessary to efficiently perform the functions required by the contract. The Contractor shall further provide those tools and special equipment recommended by the manufacturer of the contract aircraft for maintenance on that aircraft. Such parts and materials shall be located at the designated base from which the helicopter will operate or within 48 hours from the base.

(w) PREVENTATIVE MAINTENANCE

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

(x) MAINTENANCE TEST FLIGHT

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

(y) TIME BETWEEN OVERHAUL (TBO) AND LIFE LIMITED PARTS

- (i) All components including engines shall be replaced upon reaching the factory recommended TBO or FAA approved extension. Life limited parts shall be replaced no later than eight hours, four cycles, or one calendar day prior to the specified limitations for service hours, cycles, or calendar time. Unless otherwise authorized by the Contracting Officer, time/life limited components, including engines, transmissions, main rotor head components and rotating controls, shall have 250 hours remaining to retirement or overhaul at the start of the first day of availability for each exclusive use period. This does not include items that can easily be changed overnight (10 hours or less) in the field without resulting in unavailability. In addition, there shall be a minimum of 250 hours remaining until any major inspection of aircraft or engine components which cannot normally be accomplished overnight.
- (ii) Aircraft operated with components or accessories on approved TBO extension programs are acceptable provided (1) the Contractor is the holder of the approved extension authorization (not the owner if the aircraft is leased), and (2) the Contractor operates in accordance with the extension authorization.
- (iii) The Contractor shall supply at the initial agency inspection and at any time thereafter upon request of the COTR a list of all items installed on the aircraft which are required to be overhauled or replaced on a specified time basis. This list shall include the components name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced or inspected. This list must be generated at least monthly. A copy shall be available to the mechanic at his designated base of operations.

"Field editing" of old lists is only acceptable for a maximum of 30 calendar days at which time a new printout must be generated.
- (iv) To avoid aircraft unavailability, it is recommended that the Contractor supply replacement parts or components requested by the mechanic in a timely manner. At the COTR request the Contractor shall provide information and documentation as to the status of parts orders requested by the mechanics.
- (v) All equipment on the aircraft must be operable unless deferred by an approved/accepted Maintenance Program, a "MEL" or FAR regulation. Any repairs deferred by an "MEL" must be recorded and repaired within the time period specified. In addition, the Contractor will notify the COTR whenever repairs are deferred. These deferred items will be subject to subsection 32) Administrative Requirements, i) Payment for Availability section of this ITB.

(z) AIRWORTHINESS DIRECTIVES (AD'S) & MANUFACTURER'S MANDATORY SERVICES BULLETINS (MMSB'S)

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

(aa) WEIGHT AND BALANCE

- (i) The aircraft's required weight and balance data shall be determined by actual weighing of the aircraft within 60 days preceding the starting date of the contract; and within 24 months of the renewal period; and following any major repairs, major alterations, or change to the equipment list which significantly affects the center of gravity of the aircraft. COTR will be present during initial weighing of aircraft for contract acceptance. At that time aircraft must meet all weight and balance specifications of the contract. Subsequent reweighing for FAA or other purposes need not be witnessed by the COTR but the new weight and balance figures must continue to meet the contract specifications. The aircraft empty weight will be entered on the Forestry aircraft approval card by the COTR.

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

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

(bb) MANUALS/RECORDS

- (i) The Contractor shall ensure that all maintenance performed on the contract aircraft is recorded in the affected aircraft's maintenance record in accordance with 14 CFR 43 and 91 (Reference 14 CFR 43.9, 43.11 and 91.417).
- (ii) A copy of the contract aircraft's current maintenance record containing as a minimum the information required by 14 CFR 91.417 shall be kept at the designated or alternate base of operations. Information from these records shall be provided to the State upon request.
- (iii) If requested by the State a copy of the Contractor's Procedures Manuals as outlined in 14 CFR 135.21 shall be furnished to the CO or the COR. Revisions made during the period of this contract shall be forwarded to the CO or the COR.
- (iv) Before the start date of the contract all maintenance deficiencies shall be corrected or deferred in accordance with the Operator's Accepted/Approved Maintenance Program. Deferred discrepancies will be evaluated, and the aircraft approved for contract use on a case-by-case basis. Those deficiencies occurring during performance under the contract shall be corrected in accordance with the appropriate FAR's or the Approved Maintenance Program and subject to subsection **(ff) Administrative Requirements**, ix) Payment for Availability section of this ITB.

(cc) TURBINE ENGINE POWER ASSURANCE CHECKS

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

(dd) FUEL REQUIREMENTS

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

(iii) Grades of State-furnished fuel vary from location to location and the Contractor shall use the grade available. One of the following grades of fuel will likely be available:

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

(ee) HOT FUELING

Helicopters shall not be refueled while engines are running, or rotor blades are turning.

(ff) ADMINISTRATIVE REQUIREMENTS

(i) PRE-AWARD INSPECTION

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

Failure to schedule an inspection within the time frame above may cause the State to declare the bidder non-responsive and to reject the bid.

(ii) PRE-ANNUAL START-UP INSPECTION

In addition, the Contractor at the Contractor's expense shall have the aircraft available for inspection a minimum of seven calendar days prior to the exclusive use period. This pre-annual inspection shall be conducted at a location agreed upon by the State. Otherwise, the Contractor will pay all travel, lodging, automobile rental costs, including per diem costs of

\$60.00 per day within the State of Alaska or the applicable Federal per diem rate associated with this inspection for State personnel to inspect the aircraft at the Contractor's specified location.

Performance tests, including but not limited to, take-off, landing and tactical flying to ascertain that the aircraft and pilot meet specifications required in this ITB, may be performed at this time.

Pilot check rides may be required and will not exceed two hours of flight time for each pilot. All check rides shall be performed in an aircraft of like make and model offered by the Contractor for this ITB.

Any inspection of additional aircraft or personnel after this inspection shall be at the Contractor's expense and should be requested through the Contracting Officer or the Contracting Officer's Representative.

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

(iii) OTHER INSPECTIONS

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

When inspection or re-inspection reveals that the equipment and/or pilot do not meet specifications the Contractor will be deemed unavailable from the beginning of the performance failure to correction of such failure with penalties as described below.

Inspection by the State after a performance failure has occurred will be made as promptly as possible after the Contractor has given notice that the failure has been corrected. Provided the inspection reveals that the failure has been corrected the Contractor will be deemed in available status from the time the Contractor gave notice to the State of the correction of the failure and supplied any documentation as requested by the inspector.

The aircraft shall be inspected and approved to the specifications of this contract by the Department of Interior OAS, USDA-Forest Service, or State of Alaska-DOF at the State's option.

(iv) CERTIFICATION, REGISTRATION & AIRCRAFT AUTHORIZATION

At the time of any inspection the aircraft will (1) be properly certified and registered by the FAA and (2) comply with all specifications set forth in this contract.

If the aircraft meets all requirements of the contract and after a successful inspection, the Contractor will be issued an Aircraft Data Card or Cooperator letter authorizing use of the aircraft. The Aircraft Data Card or Cooperator letter must be with the aircraft at all times during the exclusive use period.

(v) UNSATISFACTORY PILOT OR MECHANIC PERFORMANCE

The State reserves the right to replace the pilot or mechanic as per the terms and conditions of this contract. The State may determine at any time during the term of the contract whether or not the operation, performance, physical fitness, adaptability to field living or skill of the pilot or mechanic is unsatisfactory. If such a determination is made the helicopter may be grounded at the option of the Contracting Officer, Contracting Officer's Technical Representative, Contracting Officer's Representative, the aircrafts' Helicopter Manager or the State DOF Aviation Supervisor.

If the State requests a replacement, the Contractor will be notified in writing stating, why the Contractor's personnel is unsatisfactory. The Contractor must take immediate steps to replace the pilot or mechanic.

Brief illness or injury such as common cold, flu or small burns or cuts shall not be considered cause for dismissal unless it impairs the accomplishment of the project.

However, if the helicopter is grounded because the pilot or mechanic is determined to be unsatisfactory the aircraft will be considered unavailable as outlined in subsection 32) Administrative Requirements, i) Payment for Availability section of this ITB.

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

(vi) ACCIDENT/INCIDENT

The Contractor will provide to the State within 72 hours, and maintain for the duration of the contract, a record of all incidents and/or accidents arising in the course of work under this contract. The Contractor agrees to cooperate fully in any investigation and provide any needed records of an accident/incident during this contract.

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

(vii) ORAL AND WRITTEN STATEMENTS

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

(viii) PAYMENT

The State guarantees 75 calendar days exclusive use (availability) period per year. Hourly flight rate is fixed at \$1,000.00. This is a DRY rate contract.

Payment will be made only for flight time as authorized by the State and in accordance with the terms and conditions of the contract. Payment will not be made for initial reporting and removal of aircraft nor the transport of the Contractor's crew and support personnel to and from the designated base.

As used in this contract, "flight time" or "flying time" shall mean the time from take-off to landing. Flight time shall be as measured by the Hobbs Meter and shall be measured in Hours and Tenths of an hour. Flight times shall be recorded daily on State provided Form #10-3133 and upon request, shall be made available immediately for audit by State personnel.

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

(ix) PAYMENT FOR AVAILABILITY

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

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

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

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

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

(x) REPLACEMENT OF HELICOPTER

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

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

(gg) **SPECIFIC CONDITIONS FOR THE FOREST INVENTORY PROJECT**
SPECIFIC CONDITIONS FOR DESIGNATED BASE AREA

(i) LOCATION OF FIELD PROJECT

The project will be performed in those areas of Alaska known as Western and Interior Alaska.

(ii) DESIGNATED BASE OF OPERATIONS

The designated base of operations for the 2025 field season shall be St. Mary's, Alaska. As the 2025 field season progresses, the helicopter will be moved to secondary bases/areas as needed. It will be expected to move operations 2-3 times during the length of the contract each year. A new Designated base will be assigned prior to the beginning of each yearly contract renewal. The Vendor will be notified of the new designated base location at least 90 days prior to the start of the contract period.

(iii) EQUIPMENT AND PERSONNEL REQUIRED

One six-place helicopter will be required with its own pilot and mechanic with adequate provisions for routine and emergency mechanical maintenance. Rotation of pilots and mechanics will be permitted; however, all pilots and mechanics must meet qualifications and all other terms of this contract.

Minimum General Requirements for the Forest Inventory helicopter:

- 1) Seating Capacity: 6, pilot plus 5 passenger seats;
- 2) Cruising Speed: 110 knots at gross weight at sea level;
- 3) Useful load (external/jettisonable): @3000 msl, @ 70 F with 1 ½ hours of fuel on board, internal, 1100 lbs.;
- 4) Fuel range: 300 nautical miles @ sea level; and
- 5) Turbine powered: minimum 500 shaft horsepower.

Examples: AS 350B2, AS 350B3 and Bell 407's are examples of aircraft which would normally meet the requirements of this contract when equipped in accordance with specifications identified in this ITB.

(iv) EXCLUSIVE USE PERIOD AND OPTION FOR EXTENSION USE PERIOD

The helicopter and pilot must be for the exclusive use of the State for the purpose set forth by the resultant contract for the period commencing approximately 7:00 AM. June 04, 2025, through approximately 6:00 PM August 18, 2025. If the State exercises the extension period option, the Contractor will be notified at least 48 hours in advance.

Extension periods will not exceed 70 calendar days (10 weeks) and shall be extended at the States option on a seven-day block basis per the terms, conditions, specifications and prices contained in this contract. For subsequent contract years, notification of the start date of the exclusive use period will be provided by the State no later than 90 days before the start of the exclusive use period. Extension periods will be handled in the same manner. The start date may be adjusted via mutual consent between the Contractor and the Contracting Officer after the notification of the start date.

(v) SUBSISTENCE AND QUARTERS, FIELD SEASON 2025 (St. Mary's, Alaska)

The Contractor is responsible for the housing and subsistence of the helicopter crewmembers while working from the designated base. When the helicopter and crew are away from the designated base, lodging and per diem will be arranged for and provided by the State, equal to that furnished to State employees.

If, at the option of the State, the State does not provide meals and/or lodging for the crew when away from the designated base, the State will pay an allowance for each night that each authorized crewmember is required to remain away from the designated base. The allowance permitted shall consist of actual costs for lodging and an allowance for Meal and Incidental Expenses (M&IE) commensurate with the rate applicable to State employees for the geographic area in which assigned and documented on the flight record form.

(vi) FIRST AID AND SURVIVAL KITS

Attachment 2, First Aid and Survival Kits outlines the minimum required items for Special Use Activities in the United States and U.S. possessions. These survival kit items are required for flight activities conducted in Alaska.

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

SEC. 2.02 CONTRACT TERM

The length of the contract will be from the date of award, for approximately five years until completion, approximately **December 31, 2030**.

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 notice to the Contractor of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation. A month-to-month extension may only be executed by the Procurement Officer via a written contract amendment.

SEC. 2.03 CONTRACT TYPE

The resulting contract will be a Master Agreement (MA). The dollar amount shown on the MA will be the maximum dollar amount to be spent for all services provided under the agreement. The State will guarantee a minimum of 76 calendar days from approximately June 01, through approximately August 15 every year, the State cannot guarantee services or dollar amount over 76 calendar days. The daily availability rate provided in the successful offeror's cost on Attachment 4 Cost Proposal Form will be firm fixed and will be the rate the Contractor shall invoice the State for services.

SEC. 2.04 PAYMENT FOR STATE PURCHASES

No payment will be made until the contract is approved by the Commissioner of the Department of Natural Resources or the Commissioner's designee. Under no conditions will the State be liable for the payment of any interest charges associated with the cost of the contract. The State is not responsible for and will not pay federal, state or local taxes. All costs associated with the contract must be stated in U.S. currency.

Payment for agreements under \$500,000.00 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.

SEC. 2.05 ELECTRONIC PAYMENTS

The State of Alaska prefers vendors receive payment via Electronic Funds Transfer (EFT). Bidders may review information concerning the EFT process and access the [Electronic Payment Agreement Form for Vendors](https://doa.alaska.gov/dof/vendor.html) at the following link: <https://doa.alaska.gov/dof/vendor.html>. Method of payment is not a factor in the State's determination for award.

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

SEC. 2.06 PROMPT PAYMENT FOR STATE PURCHASES

Not applicable for this ITB.

SEC. 2.07 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 & Fire Protection.

SEC. 2.08 CONTRACT PRICE ADJUSTMENTS

Not applicable for this ITB.

SEC. 2.09 CONTRACT PERFORMANCE LOCATION

The location(s) the work is to be performed, completed, and managed will be primarily Western Alaska and other various locations around the State of Alaska as needed.

The State **WILL NOT** provide workspace for the Contractor. The Contractor must provide its own workspace.

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. 2.10 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.

SEC. 2.11 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 2.12 JOINT VENTURES

Joint ventures will not be allowed.

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 F.O.B. POINT

Not applicable for this ITB.

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 EQUIPMENT INSPECTION

Not applicable for this ITB.

SEC. 2.17 NEW EQUIPMENT

Not applicable for this ITB.

SEC. 2.18 REMANUFACTURED/RECONDITIONED EQUIPMENT

Not applicable for this ITB.

SEC. 2.19 WARRANTY

Not applicable for this ITB.

SEC. 2.20 LEMON CLAUSE

Not applicable for this ITB.

SEC. 2.21 DISCONTINUED ITEMS

Not applicable for this ITB.

SEC. 2.22 LIQUIDATED DAMAGES

Not applicable for this ITB.

SEC. 2.23 SHIPPING DAMAGE

Not applicable for this ITB.

SEC. 2.24 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 and issued a written contract amendment.

SEC. 2.25 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. 2.26 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. 2.27 ESTIMATED QUANTITIES

The quantities referenced in this ITB are estimated requirements and may vary more or less from the quantities actually purchased. The State does not guarantee any minimum or maximum purchase. Orders will be issued throughout the contract period on an as-needed basis.

SEC. 2.28 NONDISCLOSURE AND CONFIDENTIALITY

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

aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

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

Additional information that the Contractor shall hold as confidential during the performance of services under this contract include:

The U.S. Forest Service's Forest Inventory and Analysis Program (FIA) is the Nation's continuous forest census across all lands and as such collects renewable forest resource information across the United States including private lands. Contractor shall not disclose the plot locations including requests under the Freedom of Information Act, to the extent that such information is exempt by statute from disclosure under the provisions of the Freedom of Information Act (5 U.S.C. 552(b)(3)). The statute that specifically prescribes release of FIA sample locations is the Food Security Act of 1985, Public Law 99-198 Stat. 1657, December 23, 1985, Confidentiality of Information, 7 U.S.C. 2276, as amended through Public Law 106-850, Dec. 31, 2000. Any requests by third parties for the plot information will be referred to the Pacific Northwest Research Station FIA Program Manager. In addition to prohibited plot location disclosure, contractor shall not visit the plot locations or use the plot locations for any purpose other than passenger transport, nor shall contractor contact the plot landowner or pursue any regulatory actions against said landowner.

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

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

SEC. 2.29 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. 2.30 INSURANCE

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

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

Proof of insurance is required for the following:

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

- Commercial General Liability Insurance: Covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000.00 combined single limit per occurrence.
- Commercial Automobile Liability Insurance: Covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000.00 combined single limit per occurrence.
- Aircraft Liability Insurance: Covering all aircraft used under this contract, with coverage limits not less than \$5,000,000.00 combined single limit for bodily injury, passenger liability, and property damage liability, and with limits not less than \$500,000.00 per passenger seat.

The State must be added as Additionally Insured for all flight operations under this agreement.

SECTION 3. BID FORMAT AND CONTENT

SEC. 3.01 BID FORMS

Bidders shall use the front page of this ITB, the Bid Submission Cover Sheet, 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 state and federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government and certifies that programs, services, and activities provided to the general public on behalf of the State under a contract resulting from this solicitation comply with the Americans with Disabilities Act of 1990, 28 CFR, Part 35, Subpart B 35.130;
- 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 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. 3.02 BID BOND – PERFORMANCE BOND – SURETY DEPOSIT

Not applicable for this ITB.

SEC. 3.03 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.

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 to 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:

[Application Of Preferences](#)

- Alaska Military Skills Program Preference – AS 36.30.321(l)
- 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 bids. Bidders must attach a copy of their certification letter to the bid. **A bidder's failure to provide this certification letter with their bid 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

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 or Alaska Military Skills Program Preference questions on the form if not claiming the Alaska Veteran or Alaska Military Skills Program Preferences. 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 \$5,000.00, 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

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 ALASKA MILITARY SKILLS PROGRAM PREFERENCE

An Alaska Military Skills Program Preference of 2%, not to exceed \$5,000.00, will be applied to the price in the bid. The preference will be given to an offeror who qualifies under AS 36.30.990(2) as an Alaska bidder and:

- a) Employs at least one person who is currently enrolled in, or within the previous two years graduated from, a United States Department of Defense SkillBridge or United States Army career skills program for service members or spouses of service members that offers civilian work experience through specific industry training, pre-apprenticeships, registered apprenticeships, or internships during the last 180 days before a service member separates or retires from the service; or
- b) has an active partnership with an entity that employs an apprentice through a program described above.

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 Military Skills Program Preference Certification

To receive the Alaska Military Skills Program 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.

In addition, proof of graduation of the qualifying employee from an eligible program as described in AS 36.30.321(l) must be provided to the Procurement Officer at time of bid submission. Bidders must provide clarification or additional information requested by the Procurement Officer related to the preference not later than 5:00 PM Alaska Time one (1) business day following the date of the request. Failure to provide sufficient documentation will result in the bidder not receiving the Military Skills Program Preference.

SEC. 4.06 USE OF LOCAL FOREST PRODUCTS

Not applicable for this ITB.

SEC. 4.07 LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE

Not applicable for this ITB.

SEC. 4.08 ALASKA PRODUCT PREFERENCE

Not applicable for this ITB.

SEC. 4.09 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. 4.10 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. 4.11 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. 4.12 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. 4.13 METHOD OF AWARD

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

SEC. 4.14 CONTRACTOR SELECTION PROCESS

Not applicable for this ITB.

SEC. 4.15 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 sent 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 INFORMAL DEBRIEFING

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

SEC. 5.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, a bidder must hold a valid Alaska business license. However, 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. 5.03 AUTHORITY

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

SEC. 5.04 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. 5.05 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. 5.06 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. 5.07 BRAND SPECIFIC

Not applicable for this ITB.

SEC. 5.08 ITEM UPGRADES

Not applicable for this ITB.

SEC. 5.09 WORKMANSHIP AND MATERIALS

Not applicable for this ITB.

SEC. 5.10 CONTRACTOR SITE INSPECTION

Not applicable for this ITB.

SEC. 5.11 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. 5.12 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. 5.13 RIGHT OF REJECTION

Bidders must comply with all the terms of the ITB, the State Procurement Code (AS 36.30), and all applicable federal, state, and local laws, codes, and regulations. The Procurement Officer may reject any bid that does not comply with all 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 counteroffer, 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 bidders,
- 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 is determined to be in the State's best interest.

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

SEC. 5.14 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. 5.15 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 a bidder 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 a bidder submits with its bid as CBI, the bidder must do the following when submitting their bid: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information, identify, in writing, each authority the bidder asserts make the information CBI. If the bidder does not do these things, the information will become public after the Notice of Intent to Award is issued. If the bidder does these things, OPPM or their designee will evaluate the bidder'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 bidder an opportunity to object to the disclosure of the information.

SEC. 5.16 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. 5.17 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. 5.18 DEFAULT

In case of default by the Contractor, for any reason whatsoever, the State 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.

SEC. 5.19 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. 5.20 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. 5.21 CONTRACT CANCELLATION

- 1) 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.
- 2) By signature on their bid, the bidder certifies that they will not support or participate in a boycott of the State of Israel. Failure to comply with this requirement may cause the State to reject the bid as non-responsive or cancel the contract.

SEC. 5.22 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. 5.23 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 to meet these requirements, the Procurement Officer may not accept the bidder as a qualified bidder under AS 36.30.

SEC. 5.24 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 contact 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 \$250.00.

SEC. 5.25 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 bidder 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 10 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 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) First Aid and Survival Kits;
- 3) Alaska Bidder Preference Certification Form;
- 4) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion;
- 5) 28 CFR Part 67-Certification Regarding Drug-Free Workplace Requirements
- 6) Bid Submission Cover Sheet;
- 7) Bid Schedule and Helicopter Data.

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	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 Service:</p> <p>2.1 Appendix A (General Provisions), Articles 1 through 19, governs the performance of services under this contract.</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 services to be performed by the Contractor.</p> <p>Article 3. Period of Performance: The period of performance for this contract begins _____, and ends _____.</p> <p>Article 4. Considerations:</p> <p>4.1 In full consideration of the Contractor's performance under this contract, the State shall pay the Contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the Contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:</p>			
11. Department of	Attention: Division of		
Mailing Address	Attention:		
12. CONTRACTOR	13. CONTRACTING AGENCY		
Name of Firm	Department/Division		
Signature of Authorized Representative	Signature of Procurement Officer		
Typed or Printed Name of Authorized Representative	Typed or Printed Name of Procurement Officer		
Date	Date		

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

SCF.DOC (Rev. 04/14)

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:

The 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:

- a) 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.
- b) The Procurement Officer may also, by written notice, terminate this contract under Administrative Order 352 if the Contractor supports or participates in a boycott of the State of Israel.

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 FIRST AID AND SURVIVAL KITS

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

Minimum First Aid Kit Items

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

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

Minimum Aircraft Survival Kit Items for Alaska

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

ATTACHMENT 3

ALASKA BIDDER PREFERENCE CERTIFICATION FORM

AS 36.30.321 (A) / AS 36.30.990 (2)

ALASKA PREFERENCES

If you wish to claim any Alaska Preferences, please complete the Alaska Bidder Preference Certification Form that follows the below signature section.

Solicitation Number	ITB 2025-1000-0178
Project Description	Exclusive Use Helicopter for Forest Inventory
Business Name	
Alaska Business License Number	

A signed copy of this form must be included with your bid or proposal no later than the deadline set for receipt of bids or proposals.

If the procuring agency is unable to verify a response, the preference may not be applied. Knowingly or intentionally making false or misleading statements on this form, whether it succeeds in deceiving or misleading, constitutes misrepresentation per [AS 36.30.687](#) and may result in criminal penalties.

SIGNATURE

By signature below, I certify under penalty of law that I am an authorized representative of the above entity and all information on this form is true and correct to the best of my knowledge.

Printed Name:	
Title:	
Date:	
Signature:	

Alaska Bidder Preference: Do you believe your firm qualifies for the Alaska Bidder Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Alaska Veterans Preference: Do you believe your firm qualifies for the Alaska Veteran Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Alaska Military Skills Program Preference: Do you believe your firm qualifies for the Alaska Military Skills Program Preference?	<input type="checkbox"/> Yes <input type="checkbox"/> No

To qualify for and claim the **Alaska Bidder Preference** you must answer **YES** to all questions in the Alaska Bidder Preference Question section below:

Alaska Bidder Preference Questions

1	Does your business hold a current Alaska business license per AS 36.30.990(2)(A)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Is your business submitting a bid or proposal under the name appearing on the Alaska Business license identified above? Per AS36.30.990 (2)(B)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	Has your business maintained a place of business within the state staffed by the bidder or offeror or an employee of the bidder or offeror for a period of six months immediately preceding the date of the bid or proposal per AS 36.30.990 (2)(C)?	<input type="checkbox"/> Yes <input type="checkbox"/> No

If the answer to question 3 is YES, complete the following:

Physical Place of Business Address	
City	
Zip Code	

“Place of business” is defined as a location at which normal business activities are conducted, services are rendered, or goods are made, stored, or processed; a post office box, mail drop, telephone, or answering service does not, by itself, constitute a place of business per [2 AAC 12.990\(b\)\(3\)](#).

Do you certify the Place of Business identified above meets this definition?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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Per AS 16.05.415(a) per 2AAC 12.990(b)(7), the bidder or offeror, or at least one employee of the bidder or offeror must be a resident of the state?

1	Do you certify the bidder or offeror, or at least one employee of the bidder or offeror is physically present in the state with the intent to remain in Alaska indefinitely and to make a home in the state per AS 16.05.415(a)(2)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Do you certify the resident(s) used to meet this requirement has maintained a domicile in Alaska for the 12 months immediately preceding the deadline set for receipt of bids or proposals per AS 16.05.415(a)(2)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	Do you certify the resident(s) used to meet this requirement is only claiming residency in Alaska per AS 16.05.415(a)(3)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4	Do you certify the resident used to meet this requirement is not obtaining benefits under a claim of residency in another state, territory, or country per As 16.05.415 (a)(4)?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Per AS 36.30.990(2)(D), is your business:

1	Incorporated or qualified to do business under the laws of the state?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes , enter the current Alaska Corporate Entity Number:		

Indicate below how your business is organized:

1	Is your business a Sole Proprietorship and the Proprietor is a resident of the state?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Is your business a Limited Liability Corporation organized under AS 10.50 and ALL members are residents of the state?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the answer to question 2 above is YES , please identify each member by name:		
3	Is your business a partnership under former AS32.05, AS32.06, or AS32.11 and all partners are residents of the state?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the answer to question 3 above is YES , please identify each partner by name:		

Alaska Veterans Preference Questions:

To qualify for and claim the Alaska Veteran Preference, you must answer **YES** to the below questions as well as answer **YES** to all the questions in the Alaska Veteran Preference section above.

Per AS36.30.321(F), is your business:

1	A sole proprietorship owned by an Alaska veteran?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	A partnership under AS32.06 or AS32.11 and a majority of the members are Alaska veterans?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	A limited liability company organized under AS10.50 and a majority of the members are Alaska veterans?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4	A corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Per AS36.30.321(F)(3), an “Alaska veteran” is defined as an individual who:

- A. Served in the:
- a. Armed forces of the United States, including a reserve unit of the United States armed forces; or

- b. Alaska Territorial Guard, The Alaska Army National Guard, the Alaska Air Nations Guards, or the Alaska Naval Militia; and,

B. Was separated from services under a condition that was not dishonorable.

4	Do you certify the individual(s) indicated in items 1-4 above meet this definition and can provide documentation of their service and discharge in necessary?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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Alaska Military Skills Program Preference Questions

To qualify for and claim the Alaska Military Skills Program Preference, you must answer **YES** to the below questions as well as answer **YES** to all the questions in the Alaska Bidder Preference section above.

Per 36.30.321(l), does your business:

1	Employ at least one person who is enrolled in, or within the past two years, graduated from, a United States Department of Defense SkillBridge or United States Army career skills program that offers civilian work experience through specific industry training, pre-apprenticeships, registered apprenticeships, or internships during the last 180 days before a service member separates or retires from the service; or during the last 180 days before a person separates or retires from the service?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Have an active partnership with an entity that employs an apprentice through a program described in item 1 above?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	Have proof of an employee's graduation or enrollment in a qualified program as described in 1. above?	<input type="checkbox"/> Yes <input type="checkbox"/> No

ATTACHMENT 4
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,
AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

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

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

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

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

Name of Representative: _____.

Title of Representative: _____.

Signature: _____.

Date: _____.

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this bid, 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 bid 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," "bid," 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 bid is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of federal assistance funds agrees by submitting this bid 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 bid that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

ATTACHMENT 5

28 CFR PART 67-CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

This certification is required by the regulations that the grantee certifies that it will or will continue to provide a drug-free workplace by.

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted—

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Place of Performance (Street address, city, county, state, zip code)

Check _____ if there are workplaces on file that are not identified here.

Print Name and Title of Authorized Representative

Signature

Date

ATTACHMENT 6 BID SUBMISSION COVER SHEET

Solicitation Number	ITB 2525-1000-0178
Solicitation Title	Exclusive Use Helicopter for Forest Inventory
Business Name	
Business Address	
City, State, Zip Code	
Alaska Business License Number	
Alaska Vendor Number (if known)	
Printed Name	
Title	
Email Address	
Telephone Number	

ADDENDUM ACKNOWLEDGEMENT

The bidder acknowledges receipt of the following addendums and has incorporated the requirements of such amendments into their bid. Failure to identify and sign for all addendums may subject the bidder to disqualification. The bidder must list all addendums (by number), then initial and date to confirm that you have received and incorporated them into your bid (add more rows as necessary).

Number	Initials & Date

Number	Initials & Date

Number	Initials & Date

CERTIFICATIONS

No	Criteria	Response*
1	The bidder certifies they comply with the laws of the State of Alaska.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	The bidder is presently engaged in the business of providing the products and/or services required in this ITB.	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	The bidder confirms that it has the financial strength to provide and/or perform and maintain the services required under this ITB.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4	The bidder accepts the terms and conditions set out in the ITB and agrees not to restrict the rights of the state.	<input type="checkbox"/> Yes <input type="checkbox"/> No
5	The bidder confirms that they can obtain and maintain all necessary insurance as required on this project.	<input type="checkbox"/> Yes <input type="checkbox"/> No
6	The bidder certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.	<input type="checkbox"/> Yes <input type="checkbox"/> No
7	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.	<input type="checkbox"/> Yes <input type="checkbox"/> No
8	The bidder complies with the American with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.	<input type="checkbox"/> Yes <input type="checkbox"/> No
9	The bidder complies with the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government.	<input type="checkbox"/> Yes <input type="checkbox"/> No
10	The bidder complies with the applicable portion of the Federal Civil Rights Act of 1964.	<input type="checkbox"/> Yes <input type="checkbox"/> No
11	The bidder can provide (if requested) financial records for the organization for the past three years.	<input type="checkbox"/> Yes <input type="checkbox"/> No
12	The bidder has not had any contracts terminated for cause by the State of Alaska (within the past three years).	<input type="checkbox"/> Yes <input type="checkbox"/> No
13	The bidder certifies that it is not currently debarred, suspended, proposed for debarment, or declared ineligible for award by any public or federal entity.	<input type="checkbox"/> Yes <input type="checkbox"/> No
14	The offeror certifies that they will not support or participate in a boycott of Israel. Failure to comply with this requirement may cause the state to reject the proposal as non-responsive or cancel the contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No
15	The bidder certifies that they do not have any governmental or regulatory action against their organization that might have a bearing on their ability to provide products and/or services to the State.	<input type="checkbox"/> Yes <input type="checkbox"/> No
16	The bidder certifies, within the last five years, they have not been convicted or had judgment rendered against them for: fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, false statements, or tax evasion.	<input type="checkbox"/> Yes <input type="checkbox"/> No

CONFLICT OF INTEREST STATEMENT

Indicate below whether or not the firm or any individuals that will work 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 services to be provided by the bidder.

Does the bidder, or any individuals that will work on this contract, have a possible conflict of interest?	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

** Failure to answer may be grounds for disqualification.*

If “Yes”, please provide additional information regarding the nature of that conflict:

FEDERAL REQUIREMENTS

Indicate below all known federal requirements that apply to the bid, its evaluation, or the resulting contract:

ATTACHMENT 7 BID SCHEDULE AND HELICOPTER DATA

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

Quantities shown are a guaranteed number of exclusive use helicopter service days that are required for the Forest Inventory Project. These numbers are guaranteed and will be used only for evaluation and award purposes. The State will guarantee a minimum of 76 calendar days from approximately June 01, through approximately August 15 every year, the State cannot guarantee services or dollar amount over 76 calendar days. The dollar amount shown on the contract will be a maximum dollar amount to be spent for all services provided under the contract.

1. BID SCHEDULE

The State guarantees 76 calendar days exclusive use (availability) period per year.

Hourly flight rate is fixed at \$1,000.00. **This is a DRY RATE contract.**

The State estimates 200 flight hours. The Contractor recognizes that the State may require more flying hours than the amount cited and agrees to fly the additional hours at the same rate.

HELICOPTER BID PRICE

Year 1 - Availability rate per day \$ _____ X 76 days exclusive use = \$ _____ per year.

Year 2 - Availability rate per day \$ _____ X 76 days exclusive use = \$ _____ per year.

Year 3 - Availability rate per day \$ _____ X 76 days exclusive use = \$ _____ per year.

Year 4 - Availability rate per day \$ _____ X 76 days exclusive use = \$ _____ per year.

Year 5 - Availability rate per day \$ _____ X 76 days exclusive use = \$ _____ per year.

Total combined five years \$ _____

2. BIDDER INFORMATION

COMPANY NAME: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

COMPANY WEBSITE: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

FACSIMILE (FAX) NUMBER: _____

EMAIL ADDRESS: _____

3. HELICOPTER DATA

HELICOPTER MAKE: _____ MODEL NO.: _____

ENGINE MAKE: _____ HORSEPOWER: _____

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

LIST MODIFICATIONS: _____

DATE OF MANUFACTURE: _____ PAYLOAD: _____

FUEL CAPACITY: _____ FUEL CONSUMPTION: _____

RANGE/AIRSPEED: _____ WORKING RANGE: _____

FAA LICENSE NO.: _____ LAST FAA INSPECTION: _____

HOURS SINCE LAST AIRFRAME OVERHAUL: _____

HOURS SINCE LAST ENGINE OVERHAUL: _____

OWNERS VALUATION AT TIME OF BID: _____

HELICOPTER AVAILABLE FOR INSPECTION AT: _____

CONTACT: _____ TELEPHONE NO.: _____

CHECK ONE

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

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

7.	Company Name:
	Authorized Representative's Printed Name:
	Authorized Representative's Signature:
	Date Bid Schedule Signed: