

STATE OF ALASKA INVITATION TO BID (ITB)



OPEN ENROLLMENT AIRCRAFT SERVICES FOR WILDLAND FIRE SUPPORT ITB 2025-1000-0258 ISSUED JANUARY 15, 2025

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.

DEPARTMENT OF NATURAL RESOURCES DIVISION OF FORESTRY & FIRE PROTECTION	_____	COMPANY SUBMITTING BID
PROCUREMENT OFFICER:	_____	AUTHORIZED SIGNATURE
MADLYN F. LOWE	_____	PRINTED NAME
PHONE: (907) 306-5851	_____	DATE
EMAIL: MADLYN.LOWE@ALASKA.GOV	_____	

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

In January 2024, the Department of Natural Resources (DNR) issued Invitation to Bid (ITB) 2024-1000-0044 to solicit competitive bids from qualified contractors for as-needed fixed-wing and helicopter services to support emergency wildland firefighting for the Division of Forestry & Fire Protection (DOF). A provision in the ITB allows DNR to hold Open Enrollment periods during the contract term. This solicitation marks the first Open Enrollment period conducted under this provision.

The purpose of this Open Enrollment period is to:

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

Existing contractors who do not wish to add or remove aircraft or adjust pricing are not required to participate in this ITB. Aircraft awarded under contracts resulting from this solicitation will exclusively support firefighting operations for active fires managed or supported by the Division of Forestry & Fire Protection.

SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than **2:00 PM** Alaska Time on **March 15, 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. 1.03 PRIOR EXPERIENCE

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

- The contractor must be a certified air carrier or commercial operator under FAA regulations 14 CFR Parts 121, 125, 133, 135, or 137, as applicable.
- The contractor must obtain all required licenses and permits and comply with all federal, state, and local laws.
- All aircraft proposed under this agreement must:
 - Be listed on the contractor's operational specifications for their 121, 135, or 133 certificate.
 - Meet all FAA Part 121, 135, or 133 requirements, including weight and balance records and passenger briefing cards.
- A copy of the applicable 121, 133, 135, or 137 certifications for the offered aircraft must be submitted with the bid.

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

SEC. 1.04 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 ten days before the deadline for receipt of bids. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices.

SEC. 1.05 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing. Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the ITB. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the ITB. The procurement officer will make that decision. Deadline to receive questions is **February 28, 2025, by 2:00 PM** Alaska Time.

Procurement Officer: **MADELYN F. LOWE**
Phone: **(907) 761-6357**
Email: **madelyn.lowe@alaska.gov**

SEC. 1.06 RETURN INSTRUCTIONS

If submitting a bid via email, the Bid Schedule must be saved as a PDF document and emailed to **madelyn.lowe@alaska.gov**. The PDF document must be clearly labeled such as “Vendor A – Bid Schedule.pdf” (Vendor A is the name of the bidder). The email must contain the ITB number in the subject line.

The **maximum** size of a single email (including all text and attachments) that can be received by the State is **20mb (megabytes)**. If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above.

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

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

Department of Natural Resources
Division of Forestry & Fire Protection
Attention: **MADELYN F. LOWE**
Invitation to Bid (ITB) Number: **2025-1000-0258**
ITB Title: **OPEN ENROLLMENT- AIRCRAFT SERVICES FOR WILDLAND FIRE SUPPORT**
101 Airport Road
Palmer, Alaska 99645

It is the bidder’s responsibility to contact the issuing agency at **1 (907) 761-6357** or **madelyn.lowe@alaska.gov** to confirm that the bid has been received. The State is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.07 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 ten days prior to the closing of the bid to make any necessary arrangements.

SEC. 1.08 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. 1.09 AMENDMENTS TO THE ITB

If an amendment is issued before the deadline for receipt of bids, the amendment will be posted on the State of Alaska Online Public Notice (OPN) website. The link to the posting of the amendment 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. 1.10 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 Standard Time (AST).

ACTIVITY	TIME	DATE
Issue Date / ITB Released	N/A	January 15, 2025
Deadline for Receipt of Questions	2:00 PM	February 28, 2025
Deadline for Receipt of Bids / Bid Due Date	2:00 PM	March 15, 2025
ANTICIPATED Bid Evaluations Complete	WEEK OF	March 17, 2025
ANTICIPATED Notice of Intent to Award	WEEK OF	March 17, 2025
ANTICIPATED Contract Issued	WEEK OF	March 31, 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. 1.11 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. 1.12 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. 1.13 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

GENERAL REQUIREMENTS

a. Scope of Contract

The intent of the contract resulting from this ITB is to obtain flight services utilizing fully functional aircraft, operated and maintained by qualified personnel, and equipped to meet specifications, from existing aircraft companies for the support of Division of Forestry & Fire Protection (DOF) programs. The type of services to be performed include but are not limited to:

- i. transportation of personnel, equipment, and supplies
- ii. aerial reconnaissance and observation
- iii. search and rescue missions
- iv. fire support

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

b. Certification

The contractor must be a certified air carrier or commercial operator under FAA regulations 14 CFR Parts 121, 125, 133, 135, or 137, as applicable. The contractor must obtain all required licenses and permits and comply with all federal, state, and local laws.

All aircraft proposed under this agreement must:

- i. Be listed on the contractor's operational specifications for their 121, 135, or 133 certificate.
- ii. Meet all FAA Part 121, 135, or 133 requirements, including weight and balance records and passenger briefing cards.

A copy of the applicable 121, 133, 135, or 137 certifications for the offered aircraft must be submitted with the bid.

Carding is generally not required under contracts resulting from this ITB. However, DOF may request that pilots and/or aircraft present a current Qualification Card issued by the United States Forest Service (USFS) or the Office of Aviation Services (OAS).

If requested, the contractor may only perform "special use" services for which the aircraft and pilots are qualified. Qualification must be documented on an aircraft or pilot approval card issued by OAS, USFS, or the State of Alaska and carried aboard the aircraft. Required carding may involve an inspection of the aircraft, log records, equipment, and other items at the inspector's discretion. Carding requirements do not apply to standard point-to-point aircraft rentals.

c. Independent Contractor

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

d. Contract Costs

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

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

e. Adding or Deleting Aircraft from the Contract

Contractors listed on the contract issued from this ITB will only be allowed to add new, or remove existing, aircraft during an Open Enrollment period.

DEFINITIONS

For the purposes of this ITB and the resulting contract, the following terms are defined as follows:

a. Accident

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

b. Aviation Hazard

Any condition, act, or set of circumstances that compromises the safety of personnel or resources engaged in aviation activities.

c. General Use Activities

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

d. Incident

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

e. Special Use Activities

- i. All direct fire suppression flying;
- ii. Operations requiring extensive flying at less than 500 feet above the surface;
- iii. All helicopter sling operations and all parachute and rappelling operations;
- iv. Operations in terrain requiring extensive use of unprepared landing sites.

OPERATIONS

a. Flight Operations

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

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

b. Pilot Authority and Responsibilities

Pilots are responsible for the safety of the aircraft, its occupants, and cargo, and shall comply with the directions of DOF, except when in their judgment such compliance will be a violation of applicable federal or state regulations or the contract provisions.

Pilots shall refuse any flight or landing which the pilot considers hazardous or unsafe.

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

Pilots are responsible for computing the weight and balance for all flights and for assuring that the gross weight and center of gravity do not exceed the aircraft's limitations. The pilot shall be responsible for the proper loading and securing of all cargo, either internal or external prior to all flights.

Pilots are responsible to assure prior to flight that each occupant is familiar with and utilizes the installed safety equipment.

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

PERSONNEL REQUIREMENTS

a. Pilot Requirements – Point-to-Point

- i. Pilots shall have an FAA commercial pilot certificate with appropriate category, class rating and type, if required. Pilots shall hold an ATP rating for those 14 CFR Part 135 operations requiring ATP-rated pilots.
- ii. For helicopters, IFR or VFR over-the-top, pilots shall have helicopter instrument ratings or a rotorcraft ATP Certificate with a category and class rating for that aircraft not limited to VFR.
- iii. Pilots shall hold at least a current second-class medical certificate issued under provisions of 14 CFR Part 67.

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

b. Pilot Requirements – Special Use

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

PILOTS SHALL HAVE LOGGED AT LEAST THE FOLLOWING AMOUNTS OF FLYING TIME AS PILOT-IN-COMMAND (PIC):

CATEGORY	FIXED WING	ROTOR WING
PIC	1,200 hours	1,500 hours
Cross Country	500 hours	500 hours
PIC Night	25 hours night ops; 100 hours IFR ops	100 hours night ops
PIC Total Time last 12 months	100 hours in category	100 hours in category & class
PIC in category last 60 days	_____	10 hours
PIC in Make and Model	25 hours	50 hours (see Note 1)
PIC in Make, Model, & series last 12 months	_____	10 hours
PIC instrument (see Note 2 below)	75 hours IFR operations	75 hours IFR operations
Weight Class of Helicopter	_____	100 hours (see Note 3)
Reciprocating Engine - Helicopter	_____	200 hours
Turbine Engine - Helicopter	_____	100 hours

Note 1: 25 hours PIC if pilot has satisfactorily completed a factory school and checkout in make/model. Makes and models are grouped as shown in this ITB (Attachment 5). Time in one make and model is considered adequate for all aircraft in that group.

Note 2: 50 hours must have been in flight, actual or simulated instrument conditions for multi-engine operations.

Note 3: Aircraft with certified gross weight of 12,500 pounds or less;
Aircraft with certified gross weight of 12,500 pounds or greater.

ADDITIONAL EXPERIENCE REQUIRED WHEN OPERATING THE FOLLOWING CLASSIFICATION OF AIRCRAFT:

CATEGORY	FIXED WING	ROTOR WING
PIC Multi-Engine Airplane	200 hours	_____
PIC Seaplane	25 hours	_____
PIC Large Multi-Engine Airplane (>12,500#)	250 hours	_____
PIC Turboprop or Jet	100 hours	_____

Note 4: Pilot Second-in-Command (SEC) in accordance with Contractor's certificate is required if the aircraft has a passenger seating configuration, excluding SEC and pilot seat of 10 seats or more.

SPECIAL COPILOT EXPERIENCE REQUIREMENTS FOR ROTOR WING (ALL FLIGHT TIMES ARE IN CATEGORY):

CATEGORY	FIXED WING	ROTOR WING
PIC	_____	500 hours
PIC in Weight Class	_____	50 hours
PIC in last 12 months	_____	50 hours

c. Flight Crew Member, Duty and Flight Limitation

Pilots will be limited to the flight and duty-time limitations as outlined in this section.

Duty Limitations:

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

Flight crew members will be subject to the following duty hour limitations:

- i. Single-pilot or a two-pilot (PIC and SIC) crew, maximum of 14 consecutive duty hours during any assigned duty period.

Rest Periods:

Pilots shall be given a minimum of 10 consecutive hours of rest (off duty), not to include any pre-flight or post-flight activity, prior to any assigned duty period.

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

Flight Limitations:

All flight time, regardless of how or where performed (except for personal pleasure flying), will be reported by each flight crew member and used to administer flight time and duty time limitations.

Flight time to and from a duty station as a flight crew member (commuting) will be reported and counted toward limitations if it is flown on a duty day.

Flight time includes but is not limited to; military flight time, charter, flight instruction, biennial flight review, flight examinations by FAA designees, any flight time of a commercial nature whether compensated or not. Pilot flight time computations shall begin at takeoff and end at block-in and will be computed in hours and hundredths for airplanes or begin at liftoff and end at touchdown and will be computed for the flight hours meter for helicopter.

Flight crew members will be limited to the following flight hour limitations which shall fall within their assigned duty period:

- i. Single-Pilot Crew:
 - I. Maximum of eight hours flight time during any assigned duty period.
 - II. Maximum of 42 hours flight time during any consecutive six-day period. When a pilot acquires 36 or more flight hours in a consecutive six-day period the pilot will be given the following 24-hour period off for rest, after which a new six-day cycle will begin.
- ii. Two-Pilot Crew (Pilot/Copilot):
 - I. Maximum of 10 hours flight time per pilot during any assigned duty period.
 - II. Maximum of 50 hours flight time per pilot during any consecutive six-day period. When a pilot acquires 40 or more flight hours in a consecutive six-day period, the pilot will be given the following 24-hour period off for rest, after which a new six-day cycle will begin.

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

- I. None required.

ii. Special Use Activities:

- I. Aviator protective flight helmet, equivalent to or exceeding SPH-4 type standards, with chinstrap fastened which includes protection for the ears and temples.
- II. Fire resistant clothing made from fire-resistant polyamide or aramid material, cotton or equivalent is required (No synthetics).
- III. Gloves made of leather or fire-resistant material and leather boots of eight-inch minimum heights are required. If the required leather boots are not conducive to the working environment (water, snow) and DOF determines that rubber boots or synthetic "snow boots" are essential to perform projects, the local DOF supervisor is required to inform the Contractor's employees of the increased personal hazard associated with these type boots in the event that an aircraft mishap should occur with a resultant fire.

e. Mechanics Required for Helicopters

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

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

f. Mechanic Qualifications

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

AIRCRAFT REQUIREMENTS**a. Aircraft Equipment Requirements**

The aircraft must have a Standard Airworthiness Certificate (except for helicopter external load operations) and be maintained in compliance with the terms of the certificate. All equipment installations must adhere to FAA regulations and be approved for the specific make and model of the aircraft. The following additional requirements apply:

- i. Aircraft certified in the standard category must meet the equipment requirements of 14 CFR Parts 91 and 135.
- ii. A complete set of current aeronautical charts for the operational area must be on board. IFR operations also require IFR enroute and terminal publications.
- iii. A first aid kit and survival kit, containing at minimum the items listed in this ITB (Attachment 4), must be provided by the contractor and carried on all flights.
- iv. A fire extinguisher, as specified in 14 CFR 135.155, must be a hand-held bottle of approximately two-pound capacity containing a halogenated extinguishing agent and accessible to the flight crew.
- v. Aircraft must have approved lighting for night operations, including instrument lighting, as required by 14 CFR 91.33(c).

b. Fixed Wing**i. Seat Restraints**

A shoulder harness and lap belt are required for all front seat occupants, as well as both occupants in tandem seat airplanes. The shoulder harness and lap belt must feature a metal-to-metal, single-point, quick-release mechanism. The installed shoulder harness must not obstruct the pilot's operation of the aircraft controls. Aircraft with factory-installed military-type shoulder harnesses meet this requirement. Factory-installed restraint systems in Cessna 208 Caravans, serial numbers 1 through 110, are acceptable for point-to-point use only.

c. Rotor Wing**i. Flight Meter**

A flight meter (e.g., Hobbs Model N-1-69 or equivalent) must be installed. The meter must be wired in series with a switch on the collective control and a switch activated by engine or transmission oil pressure, or an equivalent system, to accurately record flight time.

ii. Front Seat Restraints

Each front seat occupant must have a double-strap shoulder harness with an automatic or manual locking inertia reel. Shoulder straps and lap belts must secure with a single-point, metal-to-metal, quick-release mechanism. Medium helicopters with factory-installed nylon shoulder harness loops meet this requirement.

iii. Rear Seat Restraints

Rear seats must be equipped with metal-to-metal seat belts and shoulder harnesses.

iv. Personnel Access Step

Helicopters with extended gear must include a personnel access step to ensure safe entry and exit at each door. A section of the external cargo rack may be used as a step if it has a clear space covered with non-skid material.

v. Tundra Pads

Helicopters must be equipped with FAA-approved tundra boards or as specified in the aircraft order. Tundra pads allow "off-airport" landings for crew transport or internal cargo unloading. Type 2 (Medium) and Type 3 (Light) helicopters must have FAA-approved Bear Paws or tundra boards.

vi. Light Helicopters

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

vii. Medium Helicopters

Dual controls may be installed for routine DOF use. The pilot must occupy the manufacturer-designated pilot station during all flight operations unless authorized otherwise by the FAA. When dual controls are installed, access to the copilot seat must be restricted. Only helicopter managers or experienced crew members are permitted to occupy the copilot seat.

AVIONICS REQUIREMENTS

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

a. Communications**i. Emergency Locator Transmitter (ELT)****I. Helicopter**

An Automatic Portable Emergency Locator Transmitter (ELT/AP) or an Automatic Fixed/Portable Emergency Locator Transmitter (ELT AF/AP) meeting TSO-C91 or TSO-C91a must be installed in the helicopter cabin. The ELT must be in a conspicuously marked location, easily accessible, and readily removable in the event of an accident. A uni-directional ELT must be installed with the "arrow" aimed 45 degrees downward from the normal forward direction of flight. If the primary antenna is fixed, a portable antenna must be attached to the ELT unit.

II. Airplane

An Automatic Fixed Emergency Locator Transmitter (ELT/AF) or an Automatic Fixed/Portable Emergency Locator Transmitter (ELT AF/AP) meeting TSO-C91 or TSO-C91a must be installed in compliance with 14 CFR 91.207. Aircraft must not be utilized unless equipped with fully operational ELT equipment, regardless of 14 CFR 91.207(d). The ELT location must be conspicuously marked, and the external antenna must be mounted on top of the aircraft.

ii. Emergency Position Indicating Radio Beacon (EPIRB)

For extended overwater operations, aircraft must carry a Category I or II EPIRB.

iii. VHF-AM Aeronautical Transceiver

A 360-channel VHF-AM Aeronautical Transceiver operating in the 118.00 MHz to 135.950 MHz band with 50 kHz channel increments must be installed. The transceiver must have a minimum carrier power output of five watts.

iv. Navigation Systems

No navigation system is required unless specified by a supplement.

v. Audio Control System (Helicopter)

An interphone system must serve both the pilot and observer, meeting the following requirements:

- I. 150/500 ohm impedance with U-61 jacks.
- II. An amplifier delivering 50 milliwatts (with less than 10% noise and distortion) to each headset simultaneously.
- III. Adjustable audio control for the pilot to set headset audio levels to a comfortable volume.
- IV. Separate transmitter selection controls for microphone/PTT inputs for both pilot and observer.
- V. The observer's PTT switch must be located on the headset cord or on a panel in a convenient position.

vi. Special Mission Aircraft with VHF-FM Receiver

The audio system must allow the pilot and observer to select and use different transmitters via their respective microphone/PTT. Selecting a transmitter must automatically route the companion receiver audio to the corresponding earphone. Transmitter side-tone audio must be provided for both the user and cross-monitoring via the other audio control system.

vii. All Aircraft

The operator must provide both the pilot and observer with headsets that include microphones and are compatible with the aircraft avionics. All headsets used must have uniform plug types compatible with all aircraft headset/microphone jacks.

b. Other Avionics**i. Automated Flight Following (AFF)**

The aircraft must be equipped with an AFF system compatible with the government's AFF network (Web Tracker). It is the contractor's responsibility to ensure the AFF system meets Web Tracker requirements. A list of compatible AFF equipment manufacturers is available at <https://www.aff.gov>.

The AFF system must:

- I. Be powered by the aircraft's electrical system, installed per the manufacturer's manual, and operational in all phases of flight.
- II. Use satellite communications with an externally mounted antenna.
- III. Provide data to the government's Web Tracker software.
- IV. Be powered through a dedicated circuit breaker for protection.
- V. Be permanently mounted to the aircraft's airframe to prevent hazards to occupants during turbulence.
- VI. Have permanent wiring (no temporary pigtailed or similar setups).
- VII. Include manufacturer-required pilot displays that are visible and selectable by the pilot(s). Remote equipment with visual indicators must be mounted for easy observation.

The contractor must maintain a subscription service with the AFF equipment provider to ensure satellite tracking via Web Tracker. The AFF system must report the aircraft's position every two minutes while in flight.

ii. Boise Help Desk

The contractor is required to register their AFF equipment with the Boise Help Desk, providing:

- I. Aircraft tail number.
- II. Manufacturer and serial number of the AFF transceiver.
- III. Aircraft make and model.
- IV. Contractor contact information.

The contractor must ensure that the correct aircraft information is displayed in Web Tracker and notify the Boise Help Desk of any system changes, scheduled maintenance, or service outages. Subscription services must meet or exceed the data management requirements specified in the contract.

Once the AFF system passes its operational check, an entry must be made in the aircraft logbook. Portable flight-following units, such as Spidertracks, are acceptable if DOF has access to the feed.

iii. Inoperative AFF:

If the AFF system is not installed or becomes inoperative, the contractor must obtain written authorization from the State Aviation Manager to begin or continue operations under this contract. Such approval will only be granted on an emergency basis and for a limited duration.

c. Installation and Maintenance Standards

All avionics systems installed on the aircraft under this agreement must comply with all applicable FAA regulations in 14 CFR, regardless of any public aircraft exclusions outlined in 14 CFR.

Avionics systems must be installed and maintained in accordance with the manufacturer's specifications and instructions, as required by 14 CFR Part 43.

Any avionics systems requiring an antenna must use a properly matched, aircraft-certified broadband antenna unless otherwise specified. Antennas must be polarized to meet the requirements of the avionics system and have a Voltage Standing Wave Ratio (VSWR) of less than 2.5:1.

Avionics equipment must be installed in locations that do not interfere with passenger safety, space, or comfort. Equipment must not be mounted under seats designed for deformation during energy attenuation, and all designated collapse zones must be appropriately protected.

MAINTENANCE REQUIREMENTS

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

a. Inspection

- i. Aircraft maintained in accordance with 14 CFR 91.409(a) shall not be operated unless the 100-hour requirements of 14 CFR 91.409(b) are complied with at each 100-hour interval.
- ii. All maintenance, including inspection, rebuilding, alterations, and installation shall be performed by person authorized to perform such maintenance in accordance with 14 CFR Part 43.

b. Condition of Aircraft

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

c. Manuals/Records

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

d. Airworthiness Directives (ADs) & Bulletins

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

FUEL AND SERVICING REQUIREMENTS**a. Fuel**

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

b. Servicing Requirements

- i. Aircraft shall not be refueled while engines are running, or propellers are turning, unless the aircraft refueling facility is equipped with an approved closed-circuit refueling system.
- ii. Bonding cables shall be utilized (removed grounding per NFPA).
- iii. Only approved flight crew members (pilot, co-pilot, helicopter foreman, or flight manager) shall be involved in any refueling operations.
- iv. Passengers shall not be involved with any refueling of contract aircraft unless the pilot has determined that it is an absolute necessity due to an emergency situation.

CONTRACTOR'S BASE/REPORTING AND RELEASE BASE

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

ORDERING SERVICE**a. General Conditions**

- i. Orders for services under this agreement will be placed by DOF on an as-needed basis.
- ii. DOF is not obligated to place orders, and the vendor is not obligated to accept them.
- iii. Once an order is accepted, the terms of this agreement become binding.
- iv. The service period begins when the service starts and continues until released by DOF. This includes ferry time to and from the assigned base.

b. Order Placement

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

SCHEDULE OF OPERATIONS

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

PAYMENT PROVISIONS**a. Measurement of Flight Time****i. Fixed Wing**

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

ii. Rotor Wing

Flight time shall be measured from lift-off to touchdown and recorded in hours and tenths. Flight time shall be measured by means of an approved electrical time recorder as required in the above section "Aircraft Requirements, c. Rotor Wing, i. Flight Meter".

b. Payment for Flight Time

Payment will be made for all flights authorized by the contracting officer or their designated representative and performed by the contractor at the rates specified in the accepted bid for this ITB.

i. Flights for Contractor's Benefit

No payment will be made for flights conducted for the contractor's benefit, including maintenance test flights, ferrying to and from maintenance facilities, training and familiarization flights, flights following an engine change, or transportation of the contractor's support personnel

c. Guarantee

For service periods exceeding 24 hours, the contractor will be compensated through a flight hour guarantee, calculated as follows:

Payment will be based on the greater of:

- I. The actual flight time during the period of service.
- II. The product of the number of service days and the guaranteed hours per day as stipulated in the contract, ending with the aircraft's release.

Example Calculation

On June 3rd at 1500, a Cessna 206 is requested by DOF for fire detection missions and procured at \$200 per hour (dry) with a guarantee of three hours per day. The aircraft is released at 1100 on June 7th.

Date	Actual Flight Time (Hours)	Guarantee (Days)
June 3	2.00	0.5
June 4	5.00	1.0
June 5	2.10	1.0
June 6	1.00	1.0
June 7	2.00	0.5
Totals	12.10	4.0

In this case, DOF will pay for the greater of:

- I. 12.10 hours of actual flight time.
- II. 12.00 hours (4.0 days x 3.00 hours/day guarantee).

The calculated payment is 12.10 hours x \$200/hour = \$2,420.00.

i. Additional Terms

- I. If the pilot exceeds flight time or duty limitations and the aircraft becomes unavailable, guarantees will not be paid unless the contractor provides, at their expense, a relief crew. In such cases, guarantees will continue.
- II. Unflown guarantee hours will be paid at the dry rate.
- III. Services ending before 12:00 p.m. (noon) will be compensated at half the daily guarantee. Services ending after noon will be compensated at the full daily guarantee.
- IV. If the aircraft is unavailable during the service period, the guarantee will be reduced. For each hour or portion thereof the aircraft is unavailable, one-tenth of the guarantee will be deducted, up to a maximum of one full day's guarantee.
- V. Guarantees do not accrue after the aircraft is released, regardless of circumstances such as adverse weather conditions.

ii. Flight Hours Exceeding the Guarantee

Flight hours exceeding the accumulated guarantee will be paid at the actual hours flown.

For instance:

- I. If an aircraft with a four-hour daily guarantee flies 47 hours over 10 days, the contractor will be paid for the actual hours flown (47 hours), as this exceeds the 40-hour guarantee.
- II. Daily guarantees are paid at the dry rate and are governed by contract terms.

Example

A vendor with a four-hour daily guarantee flies 0.9 hours in the morning and has a ferry time home of 1.7 hours:

- I. If released before noon, the guarantee is half the daily rate (two hours). Actual flight time is 2.6 hours, so payment is for 2.6 hours at the aircraft's rate.
- II. If released after noon, the guarantee is a full day (four hours). Since actual flight time (2.6 hours) is less than the guarantee, payment is for four hours at the aircraft's rate.

The State will pay ferry time to and from the incident but will not pay daily guarantees beyond the release date due to adverse weather or other delays.

d. Subsistence Allowance

The State compensates for the aircraft and crew through the daily guarantee and flight hours. To ensure optimal performance during incidents, the State will accommodate the crew whenever feasible.

- i. When State-subsisted incident camps (e.g., McGrath) are available, meals and bedding for the contractor's operator(s) will be provided at no cost.
- ii. Local Forestry staff will make reasonable efforts to assist with crew transportation needs. While State vehicles will not be made available for unrestricted use, staff may provide transportation to hotels or restaurants when possible.
- iii. Contractors are otherwise responsible for all subsistence costs, including meals, lodging, and crew transportation. Any anticipated subsistence costs should be factored into the aircraft's hourly rate.

e. Airport Use Costs

All airport-related costs, such as landing fees, tie-down charges, or similar expenses incurred when operating from an airport other than the contractor's base of operations, are the sole responsibility of the contractor. These costs must be included in the hourly rates specified on Attachment #8 (Bid Schedule).

f. Fuel Cost Adjustment

- i. Aircraft on Wet Rate (DOF Furnishes Fuel):
 - I. The contractor must record the quantity of fuel obtained from DOF on Flight Record Form 10-3133.
 - II. A deduction will be applied based on the contractor's fuel cost and DOF's delivered fuel cost at the site.
- ii. Aircraft on Dry Rate (Vendor Furnishes Fuel):
 - I. The contractor will be reimbursed for fuel consumed during revenue flights, calculated as:
 - a. Fuel consumption rate × flight hours × actual cost per gallon (supported by fuel invoices).
 - II. DOF-furnished fuel used for non-revenue flights (e.g., maintenance flights) will be deducted at the commercial rate per gallon. Such usage must be recorded on Flight Record Form 10-3133 as a non-revenue flight.

g. Miscellaneous Charges

Charges for goods or services provided by DOF on behalf of the contractor will be deducted from amounts due under the contract.

h. Claims

Claims for payment related to supplies or services involving disputes between DOF and the contractor regarding quantity, quality, or contract compliance must be submitted separately from routine invoices.

SUBMITTING INVOICES

The contractor is responsible for preparing and submitting a properly completed invoice for payment to the Division of Forestry (DOF). Invoices must correspond to the billing periods, beginning with the aircraft's order date and time and ending with its release date (the assignment period).

a. Short-Term Rentals (Less than Two Weeks)

- i. Invoices should be submitted after the aircraft is released. Interim invoices for periods shorter than the assignment duration will not be processed unless the rental period exceeds two weeks.

b. Long-Term Rentals (More than 14 Days)

- i. For rental periods exceeding 14 days, invoices must be submitted at least every 30 days but no more frequently than once biweekly (every 14 days).

c. Invoice Periods

- i. All flight times must be billed on a 24-hour basis (00:00 to 24:00) without splitting days or shifts. Invoices ending mid-shift will not be processed. Availability and flight times will be calculated and adjusted according to agreement rules, and the State of Alaska will determine the appropriate payable amounts.

d. Amended Invoices

- i. If an invoice requires amendment to correct significant errors, the original invoice number must be retained with a suffix to indicate the amendment.

Example:

- I. For the first amendment: Invoice #2309A.
- II. For the second amendment: Invoice #2309A-2.

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

e. Proper Invoice Submission

To ensure timely processing, invoices must adhere to the following:

- i. Complete all sections of the SOA Flight Record Form 10-3133.
- ii. Enter charge codes for every day of the assignment, regardless of flight activity. Preposition codes for non-flight days can be obtained from a DOF official.
- iii. Have a state official sign the Flight Record, validating the dates and times of use as accurate.

Note: Invoices submitted without the required documentation, including the completed Flight Record, will not be processed.

f. Designated Billing Office

Invoices, along with a copy of Flight Record Form 10-3133, must be submitted to the following billing office:

State of Alaska, Department of Natural Resources
Division of Forestry & Fire Protection
Accounts Payable
101 Airport Road
Palmer, AK 99645

AUTHORITY OF DOF REPRESENTATIVES

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

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

CONTRACTOR'S REPRESENTATIVE

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

CHANGES (ORAL OR WRITTEN)

- a. **Contract Changes**

All contract changes must be issued in writing, verified, and signed by the DOF Procurement Officer. The contractor must not act on any statement or order until authorization is received from the DOF Procurement Officer. If the contractor believes a statement or order modifies or changes any requirement, term, or condition of the agreement, they must immediately notify the DOF Procurement Officer orally, followed by written confirmation, including:

 - i. The specific requirements, terms, or conditions affected by the statement or order.
 - ii. The identity of the individual who issued the statement or order.
 - iii. The anticipated impact on price and performance timeline.
- b. **Resource or Delivery Order Changes**

Any changes to the requirements of a Resource or Delivery Order issued by DOF to request services under the contract resulting from this ITB will be made at DOF's discretion based on the specific needs of the situation. However, changes to Resource or Delivery Orders will not, under any circumstances, alter the terms or conditions of the master contract.

RESPONSIBILITY OF CONTRACTOR**a. Cost**

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

- i. At the Contractor's sole expense, the Contractor shall:
- ii. Obtain all required licenses and permits;
- iii. Comply with any applicable federal, state, and municipal laws, codes, and regulations.

b. Security of Aircraft and Equipment

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

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

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

c. Other Responsibilities

- i. If the Contractor does not provide maintenance, and maintenance is subcontracted, it is the responsibility of the Contractor to be certain subcontractor is FAA approved facility and the subcontractor has products/completed operations coverage under their Comprehensive General Liability policy as required by Appendix B1 of this ITB.
- ii. The Contractor shall provide competent representation, at the site. The Contractor's representative shall have the authority to act for the Contractor at all times and shall so notify the contracting officer.
- iii. The Contractor shall ensure that all employees engaged in the performance of this agreement are thoroughly familiar with its requirements.

ACCIDENTS/ INCIDENTS/ AVIATION HAZARDS

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

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

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

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

SUSPENSION OF PERSONNEL

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

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

FEDERAL AIRPORT AND AIRWAY EXCISE TAXES

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

a. Fuel Tax

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

b. Transportation Tax

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

c. Exemptions

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

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

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

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

BID SCHEDULE

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

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

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

SEC. 2.02 CONTRACT TERM

The length of the contract resulting from this ITB will be from date of award, or approximately April 01, 2025, through February 28, 2034. There are no renewal options for this contract, and it will automatically expire on February 28, 2034. Contract extensions may be authorized subject to the provisions listed in this section.

The contract period for contractors added to the contract under the Open Enrollment procedures outlined in this ITB will expire on February 28, 2034. For example, if a contractor is added during the current open enrollment period, January 15, 2025, through March 15, 2025, that contract will expire on February 28, 2034. Review the Open Enrollment Periods paragraph below for more information.

Contract Extensions

Unless otherwise provided in this ITB, the State and the successful bidder/Contractor agree: (1) that any extension of the contract will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) the Procurement Officer will provide written notice to the Contractor of the intent to cancel the month-to-month extension at least 30 days before the date of cancellation. A month-to-month extension may only be executed by the Procurement Officer via a written contract amendment.

Contract Prices and Price Adjustments

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

Open Enrollment Periods

The Department of Natural Resources, Division of Forestry & Fire Protection, Procurement Section may issue periodic Open Enrollment solicitations during the contract year.

The intent of the Open Enrollment period is to:

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

Open Enrollment solicitations will be posted to State of Alaska Online Public Notices and sent directly to contractors with existing contracts or those who have expressed a desire to be added to the contract.

Contractors with existing contracts will not be required to submit a new bid in response to an Open Enrollment period solicitation unless they are **adding or removing aircraft** or **updating their pricing**.

The current schedule planned for Open Enrollment periods during each contract year will be approximately January 1st through March 15th. Depending on the needs of the State, the Open Enrollment solicitation period may be shortened to no less than 10 calendar days at the discretion of the DOF Procurement Officer. The Open Enrollment schedule is subject to change depending on the requirements of the Division of Forestry and Fire Protection. DOF does not guarantee an Open Enrollment solicitation will be issued during any of the above specified periods.

SEC. 2.03 PRICE DECREASES

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

SEC. 2.04 ACCESSORIES

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

SEC. 2.05 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 local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

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

SEC. 2.06 CONTRACT FUNDING

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

SEC. 2.07 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. 2.08 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. 2.09 ALTERATIONS

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

SEC. 2.10 CONTRACT PERFORMANCE LOCATION

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

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

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with these requirements may cause the state to reject the bid as non-responsive or cancel the contract.

SEC. 2.11 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. 2.12 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 2.13 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.14 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. 2.15 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

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

SEC. 2.17 ESTIMATED QUANTITIES

These services are as needed; estimated annual use will vary. The State does not guarantee any minimum or maximum purchase. Orders will be issued throughout the contract period on an as-needed basis.

SEC. 2.18 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. 2.19 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. 2.20 BILLING INSTRUCTIONS

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

1. **Contract number and title;**
2. **Identification of billing period;**
3. **Itemized list of deliverables and charges for invoiced period;**
4. **Total amount billed;**
5. **Date invoice submitted for payment;**
6. **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. 2.21 NONDISCLOSURE AND CONFIDENTIALITY

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

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines 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.).

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

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

SEC. 2.22 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. 2.23 INSURANCE

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

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

Proof of insurance is required for the following:

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

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 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 the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the bidder.

SEC. 4.02 APPLICATION OF PREFERENCES

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

<https://oppm.doa.alaska.gov/policy-oversight/policy-resources/user-guide-matrixes/>

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

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

SEC. 4.03 ALASKA BIDDER PREFERENCE

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

- 1) holds a current Alaska business license prior to the deadline for receipt of bids;
- 2) submits a bid for goods or services under the name appearing on the bidder's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state;
- 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 questions on the form if not claiming the Alaska Veteran Preference. A bidder's failure to provide this completed form with their bid will cause the state to disallow the preference.

SEC. 4.04 ALASKA VETERAN PREFERENCE

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

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

In accordance with AS 36.30.321(i), the bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other government, or the general public.

Alaska Veteran Preference Certification

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, will be applied to the price in the proposal. 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

In order 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 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. 4.07 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. 4.08 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. 4.09 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. 4.10 METHOD OF AWARD

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

SEC. 4.11 CONTRACTOR SELECTION PROCESS

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

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

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

SEC. 4.12 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 ITEM UPGRADES

The state reserves the right to accept upgrades to models on the basic contract when the upgrades improve the way the equipment operates or improve the accuracy of the equipment. Such upgraded items must be at the same price as the items in the basic contract.

SEC. 5.08 CONTRACTOR SITE INSPECTION

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

SEC. 5.09 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. 5.10 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. 5.11 RIGHT OF REJECTION

Bidders must comply with all the terms of the ITB, the State Procurement Code (AS 36.30), and all applicable local, state, and federal 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. 5.12 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. 5.13 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. 5.14 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. 5.15 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. 5.16 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. 5.17 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. 5.18 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. 5.19 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. 5.20 GOVERNING LAW; FORUM SELECTION

A contract resulting from this ITB is governed by the laws of the State of Alaska. To the extent not otherwise governed by Section 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. 5.21 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. 5.22 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.

SEC. 5.23 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 ten days prior to the deadline for receipt of bids.

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

If a bidder wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within ten 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) BID SUBBMISSION COVER SHEET
- 2) APPENDIX A – GENERAL CONDITIONS
- 3) APPENDIX B¹ – INDEMNITY AND INSURANCE WITH FIXED WING PROVISION BASED ON SEATING CAPACITY
- 4) APPENDIX B¹ – INDEMNITY AND INSURANCE WITH HELICOPTER PROVISION
- 5) FIRST AID & SURVIVAL KITS
- 6) GROUPING OF LIKE MAKE/MODEL AIRCRAFT
- 7) CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION
- 8) BID SCHEDULE

**ATTACHMENT 1
BID SUBMISSION COVER SHEET**

PROJECT INFORMATION

ITB NUMBER: _____

PROJECT NAME: _____

BIDDER INFORMATION

COMPANY NAME: _____

ADDRESS: _____

TAX ID: _____

ALASKA BUSINESS LICENSE #: _____

CONTACT INFORMATION

Provide contact information for the individual that can be contacted for clarification regarding this bid:

NAME: _____

TITLE: _____

ADDRESS: _____

EMAIL: _____

TELEPHONE: _____

ADDENDA ACKNOWLEDGEMENT

The bidder acknowledges receipt of the following amendments and has incorporated the requirements of such amendments into their bid. Failure to identify and sign for all amendments may subject the bidder to disqualification. The bidder must list all amendments (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 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
2	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
3	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
4	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
5	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
6	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
7	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
8	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
9	The bidder complies with the applicable portion of the Federal Civil Rights Act of 1964.	<input type="checkbox"/> YES <input type="checkbox"/> NO
10	The bidder can provide (if requested) financial records for the organization for the past three years.	<input type="checkbox"/> YES <input type="checkbox"/> NO
11	The bidder has not had any contracts terminated by the State of Alaska (within the past five years).	<input type="checkbox"/> YES <input type="checkbox"/> NO
12	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
13	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
14	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
15	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
16	The bidder does not have any judgments, claims, arbitrations or suits pending/outstanding against your company in which an adverse outcome would be material to the company.	<input type="checkbox"/> YES <input type="checkbox"/> NO
17	The bidder is not (now or in the past) been involved in bankruptcy or reorganized proceeding.	<input type="checkbox"/> YES <input type="checkbox"/> NO
18	The bidder certifies they comply with the laws of the State of Alaska.	<input type="checkbox"/> YES <input type="checkbox"/> NO
19	The bidder confirms their bid will remain valid and open for at least 90 days.	<input type="checkbox"/> YES <input type="checkbox"/> NO

* Failure to answer or answering "False" may be grounds for disqualification. For any "False" responses, provide clarification (up to 250 word maximum for each "False" clarification) below **(add rows as necessary)**.

Number	Clarification

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?

YES NO

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

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

ALASKA PREFERENCES

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

SIGNATURE

This bid must be signed by a company officer empowered to bind the company.

Printed Name _____

Title _____

Date _____

Signature _____

PREFERENCE CERTIFICATION FORM

AS 36.30.321 (A) / AS 36.30.990 (2)

Solicitation Number	
Project Description	
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

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

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 Bidders 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.

1	Do you certify the individual(s) indicated in items 1-4 above meet this definition and can provide documentation of their service and discharge if 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(I), 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 the 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 2 APPENDIX A GENERAL CONDITIONS

1. Inspections and Reports

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

2. Suitable Materials, Etc.

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

3. Disputes

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

4. Default

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

5. No Assignment or Delegation

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

6. No Additional Work or Material

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

7. Independent Contractor

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

8. Payment of Taxes

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

9. Compliance

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

10. Conflicting Provisions

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

11. Officials Not to Benefit

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

12. Contract Prices

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

13. Contract Funding

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

14. Force Majeure

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

15. Contract Extension

Unless otherwise provided, the State and the Contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect, and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation.

16. Severability

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

17. Continuing Obligation of Contractor

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

18. Termination

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

19. Governing Law; Forum Selection

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

ATTACHMENT 3 APPENDIX B¹

INDEMNITY AND INSURANCE WITH FIXED WING PROVISION BASED ON SEATING CAPACITY

Article 1. Indemnification:

The Contractor shall indemnify, hold harmless, and defend the Contracting Agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the Contracting Agency for a claim of, or liability for, the independent negligence of the Contracting Agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting Agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. “Contractor” and “Contracting Agency”, as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the Contracting Agency’s selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor’s work.

Article 2. Insurance:

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

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

2.2 Commercial General Liability Insurance: Covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

2.3 Commercial Automobile Liability Insurance: Covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000. combined single limit per claim.

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

2.4.a: 1 to 5 place passenger seating capacity, Contractor must maintain not less than \$150,000 per seat bodily injury or death single and \$1,000,000 per occurrence.

2.4.b: 6 to 10 place passenger seating capacity, Contractor must maintain not less than \$300,000 per seat bodily injury or death single and \$3,000,000 per occurrence.

2.4.c: 11 to 20 place passenger seating capacity, Contractor must maintain not less than \$500,000 per seat bodily injury or death single and \$5,000,000 per occurrence.

2.4.d: 21 and greater passenger seating capacity, Contractor must maintain not less than \$500,000 per seat bodily injury or death single and \$10,000,000 per occurrence.

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

ATTACHMENT 4
APPENDIX B¹
INDEMNITY AND INSURANCE WITH HELICOPTER PROVISION

Article 1. Indemnification:

The Contractor shall indemnify, hold harmless, and defend the Contracting Agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the Contracting Agency for a claim of, or liability for, the independent negligence of the Contracting Agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. “Contractor” and “Contracting Agency,” as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the Contracting Agency’s selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor’s work.

Article 2. Insurance:

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

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

2.2 Commercial General Liability Insurance: Covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

2.3 Commercial Automobile Liability Insurance: Covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000. combined single limit per claim.

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

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

ATTACHMENT 5 FIRST AID & SURVIVAL KITS

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

Minimum First Aid Kit Items:

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

MINIMUM FIRST AID KIT	NO. of PASSENGER SEATS	
	0 - 9	10 - 50
<i>ITEM</i>		
<i>Adhesive Bandage Strips (3" Long)</i>	8	16
<i>Antiseptic Or Alcohol Wipes (Packets)</i>	10	20
<i>Bandage Compresses (4")</i>	4	8
<i>Triangular Bandage – 40" (Sling)</i>	2	5
<i>Roller Bandage – 4"X 5yds (Gauze)</i>	2	5
<i>Adhesive Tape – 1"X 5yds (Std. Roll)</i>	2	4
<i>Bandage Scissors</i>	2	2
<i>Body Fluids Barrier Kit</i>	1	1
<i>Latex Gloves</i>	2	2
<i>Face Shield</i>	1	1
<i>Mouth-To-Mouth Barrier</i>	1	1
<i>Protective Gown</i>	1	1
<i>Antiseptic Towelettes</i>	2	2
<i>Biohazard Disposable Bag</i>	1	1

NOTE: Splints are recommended if space permits.

Minimum Aircraft Survival Kit Items for Alaska:

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

<i>ITEM</i>	MINIMUM PER AIRCRAFT
<i>Knife</i>	1
<i>Signal Mirror</i>	1
<i>Signal Flares</i>	6
<i>Matches</i>	2 Small Boxes in Waterproof Container or Metal Match
<i>Space Blanket</i>	1 Per Occupant
<i>Water</i>	1 Qt Per Occupant (Not Required When Operating Over Areas w/ Adequate Drinking Water)
<i>Food</i>	2 Weeks Rations Per Occupant (Protein Pills, Sucrose, etc. May Minimize Storage Space)
<i>Candles</i>	3 Recommended
<i>Water Purification Tablets</i>	1 Container
<i>Collapsible Water Bag</i>	1
<i>Whistle</i>	1
<i>Nylon Rope/Para-Cord</i>	50 Feet
<i>Axe Or Hatchet</i>	1
<i>Mosquito Head Net</i>	1 Per Occupant
<i>Fishing Tackle</i>	1 Net, Hooks, Flies, Lines, Sinkers, Spinners, etc.
<i>Insect Repellent</i>	1 Per Occupant, Min 40% DEET Recommended
<i>Laser Rescue Light</i>	1

ATTACHMENT 6 GROUPING OF LIKE MAKE/MODEL AIRCRAFT

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

Reciprocating Engine Aircraft

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

Turboprop Airplanes

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

Jet Airplanes

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

ATTACHMENT 7
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

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

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

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

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

Name of Representative: _____.

Title of Representative: _____.

Signature: _____.

Date: _____.

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

INSTRUCTIONS FOR CERTIFICATION

- 1.** By signing and submitting this Proposal, the prospective recipient of federal assistance funds is providing the certification as set out below.
- 2.** The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
- 3.** The prospective recipient of federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4.** The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
- 5.** The prospective recipient of federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
- 6.** The prospective recipient of federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7.** A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
- 8.** Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9.** Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment

2. Preference Certification (check as applicable)

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

3. Bidder Certification

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