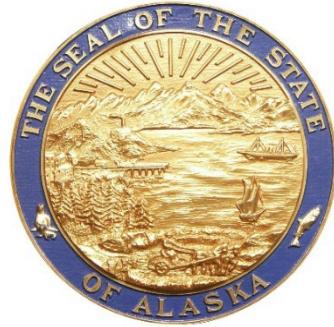


STATE OF ALASKA

INVITATION TO BID (ITB)



TACTICAL AERIAL FIREFIGHTING PLATFORM

ITB 2026-1000-0194

ISSUED JANUARY 9, 2026

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

AUTHORIZED SIGNATURE

PROCUREMENT OFFICER:

MADELYN LOWE

PRINTED NAME

PHONE: (907) 761-6357

DATE

EMAIL: MADELYN.LOWE@ALASKA.GOV

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

The Department of Natural Resources (DNR), Division of Forestry and Fire Protection (DFFP), is soliciting competitive bids from qualified vendors to lease a Tactical Multi-Mission Aircraft to support the Division's Aerial Supervision Module (ASM) and Multi-Mission aviation programs. The aircraft will be used to provide tactical aerial supervision of wildland fire incidents, coordination of aerial firefighting resources, and logistical and multi-mission aviation support in furtherance of the Division's mission to protect life, property, and natural resources from wildland fire and other all-hazards incidents.

SEC. 1.02 BUDGET

The State of Alaska, Department of Natural Resources (DNR), Division of Forestry & Fire Protection (DFFP), estimates an annual budget between \$1.5M and \$2.2M dollars for this contract. This annual estimate is based on 365 days of availability and anticipated flight-hour utilization of between 300 and 500 flight hours annually.

This budget is an estimate for planning purposes only and is not a guarantee of payment or volume.

Payment for the contract is subject to funds already appropriated and identified.

SEC. 1.03 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than **2:00 PM** Alaska Time on **January 20, 2026**, at which time they will be publicly opened. Late bids or amendments will be considered non-responsive and will not be opened or accepted for evaluation.

SEC. 1.04 PRIOR EXPERIENCE

In order for a bid to be considered responsive, the bidder must demonstrate that it possesses the minimum prior experience necessary to successfully provide and support a Tactical Multi-Mission Aircraft under an exclusive-use governmental aviation contract. At a minimum, the bidder must meet the following prior experience requirements:

- The bidder must have documented experience within the past five (5) years providing, leasing, or supporting tactical, special-mission, or multi-mission fixed-wing aircraft under contract to a federal, state, or local government agency.
- The bidder must have documented prior experience building, modifying, configuring, and supporting tactical or multi-mission aircraft, including demonstrated experience performing or managing aircraft configuration, modification, and maintenance activities necessary to support specialized mission profiles in compliance with Federal Aviation Administration (FAA) regulations and applicable interagency aviation standards.
- The bidder and all maintenance personnel supporting performance under this contract must be familiar with and comply with the National Wildfire Coordinating Group (NWCG) Standards for Aerial Supervision – Contract Aerial Resource Standards (CARS).
- The bidder must have a documented history of successful performance on aviation support contracts of similar scope and complexity, including the ability to provide ongoing maintenance, operational support, and contract compliance for exclusive-use or dedicated aircraft resources. References or contract history must be provided upon request by the State.

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

SEC. 1.05 REQUIRED REVIEW

Bidders shall carefully review this ITB for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material in the ITB should be made in writing and received by the procurement officer at least 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. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS

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

SEC. 1.07 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 **20 MB (megabytes)**. If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 20 MB 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 via 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: **2026-1000-0194**
ITB Title: TACTICAL AERIAL FIREFIGHTING PLATFORM
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. 1.08 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. 1.09 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. 1.10 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. 1.11 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 09, 2026
Deadline for Receipt of Bids / Bid Due Date	2:00 PM	January 20, 2026
Bid Evaluations Complete	Week of	January 20, 2026
Notice of Intent to Award	Week of	January 20, 2026
Contract Issued	Week of	January 26, 2026

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. 1.12 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. 1.13 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. 1.14 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

The State of Alaska, Department of Natural Resources (DNR), Division of Forestry and Fire Protection (DFFP), is soliciting competitive bids from qualified vendors to provide one (1) Standard Airworthiness Certificated Beechcraft King Air B200 aircraft approved and acceptable for interagency use. The aircraft shall be a 1995–2003 model year with total airframe time not exceeding 7,000 hours and shall meet all applicable interagency aviation standards for Aerial Supervision Module (ASM) and Lead plane operations.

The aircraft shall be provided for the exclusive use of the State of Alaska, Department of Natural Resources (DNR), Division of Forestry and Fire Protection (DFFP), to support the Division's Aerial Supervision Module (ASM) and Multi-Mission aviation programs. The aircraft will provide tactical aerial supervision and logistical aviation capabilities in support of wildland fire management and other missions as directed by DFFP.

The Contractor shall provide all labor, equipment, aircraft, materials, supervision, maintenance, and support necessary to furnish one (1) Exclusive Use (EU) Tactical Multi-Mission Aircraft in accordance with the requirements of this Invitation to Bid (ITB) and the resulting contract

1. Provisions and Availability

1 a. Aircraft Provisions

The Contractor shall make available one (1) fully airworthy, interagency-approved Tactical Multi-Mission Aircraft for the exclusive use of the Division of Forestry and Fire Protection (DFFP) for the full term of the contract, including any exercised option periods. The aircraft shall be configured and maintained in accordance with Attachment 4 – Aircraft Technical Specifications and shall be available to support operational requirements as directed by DFFP.

To ensure uninterrupted operational readiness leading into Alaska's 2026 fire season, the Contractor shall also provide a similarly configured Tactical Multi-Mission Aircraft for use as an interim training aircraft beginning in February 2026. The training aircraft shall remain in service only until the primary aircraft is fully mission-ready and available, no later than March/April 2026.

1 b. Standby Requirements

For purposes of this contract, “standby periods” are defined as the times during which the aircraft is required to be available, fully mission-ready, and capable of immediate dispatch in support of DFFP operations.

The aircraft shall be on standby twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year, for the duration of the contract term, unless otherwise directed by DFFP.

During standby periods, the aircraft must:

- Be located at the designated base or other location approved by DFFP
- Be fully airworthy and mission-ready
- Have no unresolved maintenance, configuration, or equipment issues that would prevent dispatch
- Be available for immediate dispatch as directed by DFFP

Standby requirements may be adjusted by DFFP based on operational needs. Any such adjustment shall not be construed as a waiver of availability or non-performance provisions unless expressly approved in writing by DFFP.

1 c. Maintenance Planning and Availability

The aircraft is required to be available on a continuous twenty-four (24) hour per day, seven (7) day per week, three hundred sixty-five (365) day per year standby basis. The State acknowledges that the aircraft will require periodic scheduled and annual maintenance in order to remain airworthy and compliant with applicable regulations.

Scheduled maintenance, including annual inspections and other planned maintenance events, shall be coordinated in advance with DFFP and planned, to the maximum extent practicable, to occur during the winter or other periods of reduced operational demand in order to minimize impacts to operational availability. Except in cases of emergency maintenance required to ensure airworthiness or safety of flight, scheduled maintenance shall not be performed during periods of increased operational demand without prior approval from DFFP.

The Contractor may remove the aircraft from the designated base for scheduled or unscheduled maintenance only with prior approval from DFFP, except in cases of emergency maintenance required to ensure airworthiness or safety of flight. The Contractor shall make reasonable efforts to plan and execute maintenance activities in a manner that minimizes disruption to operational readiness.

1 d. Maintenance Grace Period, Non-Performance, and Payment Adjustments

At its discretion, DFFP may authorize a limited maintenance grace period for approved scheduled or unscheduled maintenance activities. During an approved maintenance grace period, the aircraft may be unavailable without reduction of the applicable daily availability payment. Any maintenance grace period shall be documented in writing and shall apply only to the specific maintenance event approved.

Except during a maintenance grace period that has been preapproved in writing by DFFP, the State will not pay the daily availability rate for any day, or portion of a day, that the aircraft is unavailable due to scheduled maintenance.

If the aircraft is unavailable or not fully mission-ready during required standby periods due to Contractor non-performance, and such unavailability is not covered by an approved maintenance grace period, the State may reduce or withhold the applicable daily availability payment for each day, or portion of a day, that the aircraft is determined to be unavailable, as determined by DFFP.

Removal of the aircraft from the designated base for maintenance or other reasons without prior approval from DFFP, or continuation of maintenance beyond an approved maintenance grace period, shall constitute non-performance and may result in reduction or suspension of payment and the application of additional contractual remedies as provided in the contract.

Authorization of a maintenance grace period shall not be construed as a waiver of the Contractor's obligation to maintain continuous availability, nor shall it limit the State's right to enforce non-performance remedies for future or unrelated availability failures.

2. Operational Use***2 a. Authorized Operations***

The aircraft shall be operated by Division of Forestry and Fire Protection (DFFP) agency pilots to conduct tactical aerial supervision of wildland fire incidents, including coordination and leadership of aerial firefighting resources. The aircraft shall also be used to support multi-mission aviation operations, including personnel and cargo transport, detection and mapping missions, training activities, and support of all-hazards and interagency missions, as directed by DFFP.

2 b. Examples of Authorized Use

Examples of authorized aircraft use include, but are not limited to, the following:

- Tactical aerial supervision in support of wildland fire incidents
- Coordination and leadership of air tanker and other aerial firefighting resources
- Support of all-hazards incidents
- Interagency mission support
- Transportation of personnel, equipment, and cargo
- Detection, mapping, and training missions

2 c. Area of Operations

Aircraft operations may occur throughout the contiguous United States. Occasional operations in Canada and Mexico may be required depending on incident needs and interagency mission requirements.

2 d. Pilot Authority and Operational Control

The aircraft shall be operated by qualified Division of Forestry and Fire Protection (DFFP) agency pilots. During all flight operations, the Pilot in Command (PIC) shall have full authority and responsibility for the safe operation of the aircraft in accordance with applicable Federal Aviation Administration (FAA) regulations, interagency aviation policy, and accepted aviation safety practices.

The Pilot in Command shall have final authority to determine whether a flight may be initiated, continued, delayed, diverted, or terminated based on safety, weather, aircraft condition, crew readiness, or operational considerations. No provision of this contract shall be construed to require a pilot to operate the aircraft in a manner that, in the judgment of the Pilot in Command, would compromise safety.

Operational control related to maintenance, airworthiness, and configuration of the aircraft shall remain the responsibility of the Contractor, except as otherwise specified in this contract. The State shall not direct or authorize maintenance actions or aircraft configuration changes that conflict with FAA requirements or the Contractor's approved maintenance program.

3. Responsibilities

3 a. State of Alaska Responsibilities

The State of Alaska, Department of Natural Resources (DNR), Division of Forestry and Fire Protection (DFFP), shall be responsible for providing the following:

- Qualified agency pilots to operate the aircraft
- All fuel required for aircraft operations
- Hangar space for aircraft storage at the designated base

3 b. Contractor Responsibilities

The Contractor shall be responsible for providing:

- The aircraft(s) required under this contract
- All scheduled and unscheduled maintenance necessary to ensure continuous airworthiness
- All required aircraft insurance meeting State of Alaska minimum coverage requirements
- All maintenance personnel, parts, tooling, and logistical support necessary to support operations
- Compliance with all applicable Federal Aviation Administration (FAA) regulations
- Compliance with applicable interagency aviation policies and National Wildfire Coordinating Group (NWCG) standards

4. Aircraft Ownership, Control, and Configuration

The Contractor must own, lease, or otherwise demonstrate documented operational control of a Beechcraft King Air B200 that meets all requirements set forth in Attachment 4 – Aircraft Technical Specifications.

The aircraft must be free of liens, encumbrances, or other restrictions that would limit, delay, or otherwise interfere with the State's exclusive operational use of the aircraft during the contract term.

The aircraft shall meet all applicable interagency Aerial Supervision Module (ASM) and Lead plane standards and all Federal Aviation Administration (FAA) requirements. All equipment installations required under this contract shall be FAA-approved.

The aircraft shall be fully mission-configured prior to the contract start date, including all required avionics, communications, safety systems, and performance modifications as detailed in Attachment 4. Required aircraft performance capabilities shall be demonstrated at maximum cruise power at 8,000 feet pressure altitude under International Standard Atmosphere (ISA) conditions.

5. Maintenance and Airworthiness

The Contractor shall ensure the aircraft remains fully airworthy at all times throughout the contract term. The Contractor shall be responsible for all scheduled and unscheduled maintenance necessary to maintain continuous airworthiness in accordance with applicable Federal Aviation Administration (FAA) regulations, aircraft manufacturer requirements, and the Aircraft Maintenance Technical Specifications set forth in Attachment 5.

The Contractor shall have access to manufacturer-supported airframe services, including technical assistance, training, and parts availability, sufficient to support the aircraft throughout the contract term. The Contractor shall participate in all required manufacturer or factory inspection programs applicable to the aircraft, including the factory wing inspection program, and shall maintain compliance with such programs for the duration of the contract.

The Contractor shall have access to qualified maintenance facilities and service centers nationwide, including at least one maintenance support option within the State of Alaska, capable of supporting both scheduled and unscheduled maintenance needs. The Contractor shall also provide qualified maintenance personnel capable of supporting the aircraft at the designated home base and during deployment or reassignment as required.

Maintenance activities shall be planned and coordinated to minimize impacts to operational availability. Removal of the aircraft from the designated base for maintenance shall be subject to the approval, grace period, availability, and non-performance provisions set forth elsewhere in this contract.

SEC. 2.02 CONTRACT TERM

The term of the resulting contract shall be for an initial period of three (3) years, commencing on the contract effective date specified in the Notice of Award or Notice to Proceed, whichever occurs later, unless terminated earlier in accordance with the terms of the contract.

To ensure uninterrupted operational readiness for Alaska's 2026 fire season, the Contractor shall provide an interim training aircraft beginning in February 2026, in accordance with the Scope of Work. The primary aircraft shall be fully mission-ready and available for exclusive use no later than March/April 2026.

The State of Alaska reserves the right to extend the contract for additional option periods under the same terms and conditions. Option year pricing shall be mutually agreed upon by the State and the Contractor prior to the exercise of each option year. Any rate increase for option years shall not exceed the maximum increase identified in the resulting contract.

The aircraft shall be available for exclusive use by the State seven (7) days per week, three hundred sixty-five (365) days per year, for the duration of the contract term, including any exercised option periods.

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

SEC. 2.03 CONTRACT TYPE

The resulting contract shall be a Firm Fixed Price (FFP), Exclusive Use Aircraft Lease Contract. The Contractor shall be compensated at fixed daily and fixed dry hourly rates established in the contract. These rates shall remain firm for the duration of the contract term, except as expressly provided for option year pricing or contract modification in accordance with the terms of the contract.

The contract provides for exclusive use of the aircraft by the State of Alaska. The aircraft shall not be assigned to or used for any other customer or purpose during periods of exclusive use under this contract.

The Contractor shall retain responsibility for providing the aircraft, all required maintenance, and insurance. The State shall provide qualified agency pilots, fuel, and hangar space in accordance with the Scope of Work.

SEC. 2.04 PAYMENT FOR STATE PURCHASES

No payment will be made until the contract is approved by the Commissioner of the Department of Natural Resources or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract. The state is not responsible for and will not pay 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. 2.05 ELECTRONIC PAYMENTS

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

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

SEC. 2.06 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. 2.07 CONTRACT PERFORMANCE LOCATION

The state **WILL NOT** provide workspace for the contractor. The contractor must provide its own workspace.

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

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

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

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

SEC. 2.08 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. 2.09 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 2.10 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.11 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. 2.12 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. 2.13 EQUIPMENT INSPECTION

Equipment offered (including for lease) 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. 2.14 NEW EQUIPMENT

Equipment offered in response to this ITB must be new equipment. New equipment means equipment that is currently in production by the manufacturer and is still the latest model, edition or version generally offered. The equipment must be warranted as new by the manufacturer and may not have been used for any purpose, other than display (not demonstration), prior to its sale to the state. The state will not accept remanufactured, used, or reconditioned equipment. It is the contractor's responsibility to ensure that each piece of equipment delivered to the state complies with this requirement. A contractor's failure to comply with this requirement will cause the state to seek remedies under breach of contract.

SEC. 2.15 REMANUFACTURED/RECONDITIONED EQUIPMENT

Remanufactured/reconditioned is acceptable provided it meets the requirements of this clause and the requirements of the rest of this ITB. Remanufactured/reconditioned equipment is defined as used equipment that has been remanufactured/ reconditioned and restored to new condition. All remanufactured/reconditioned equipment must have the same warranty as new equipment.

SEC. 2.16 DISCONTINUED ITEMS

In the event an item is discontinued by the manufacturer during the life of the contract, another item may be substituted, provided that the procurement officer makes a written determination that it is equal to or better than the discontinued item and provided that it is sold at the same price or less than the discontinued item.

SEC. 2.17 SHIPPING DAMAGE

The state will not accept or pay for damaged goods. The contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The state will provide the contractor with written notice when damaged goods are received. The state will deduct the cost of the damaged goods from the invoice prior to payment. The contractor must file all claims against the carrier(s) for reimbursement of the loss.

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 ESTIMATED QUANTITIES

The estimated annual use quantities referenced in this ITB are only estimates and may vary more or less from the quantities actually purchased. The state will use the estimated annual use numbers for the evaluation and award of the ITB, but the state does not guarantee any minimum purchase. Orders will be issued throughout the contract period by various state agencies on an as-needed basis.

SEC. 2.22 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. 2.23 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. 2.24 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 Schedule, 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 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 and responsibility. Bids deemed non-responsive or non-responsible 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(l)
- Alaska Products Preference - AS 36.30.332
- Recycled Products Preference - AS 36.30.337
- Local Agriculture and Fisheries Products Preference - AS 36.15.050
- Employment Program Preference - AS 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)

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

SEC. 4.03 ALASKA BIDDER PREFERENCE

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

- 1) holds a current Alaska business license prior to the deadline for receipt of bids;
- 2) submits a bid for goods or services under the name appearing on the bidder's current Alaska business license;
- 3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

Alaska Bidder Preference Certification Form

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

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

SEC. 4.11 CONTRACTOR SELECTION PROCESS

Once the contracts are established this selection process will be used. When the state needs to order the product or service, the lowest priced contractor for that location will be contacted first. If, for any reason, the lowest contractor is not available to perform the needed service, the state will contact the next lowest priced contractor for that location. This process will continue until a contractor who can perform the service is located. The location of the contractor initially contacted will be determined by the starting location of the call-out. For example, if there was a need to transport a person from Anchorage to Fairbanks and then guard the person for two days in Fairbanks, the agency would contact Anchorage contractors, even though a substantial portion of the actual service would be performed in Fairbanks.

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

SEC. 5.03 AUTHORITY

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

SEC. 5.04 COMPLIANCE

In the performance of a contract that results from this ITB, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.

SEC. 5.05 SUITABLE MATERIALS, ETC.

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

SEC. 5.06 SPECIFICATIONS

Unless otherwise specified in this ITB, product brand names or model numbers specified in this ITB are examples of the type and quality of product required and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

SEC. 5.07 BRAND SPECIFIC

Certain items may be designated brand specific. When an item is designated no substitutions for the brand and model specified will be allowed.

SEC. 5.08 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. 5.09 WORKMANSHIP AND MATERIALS

All work must be performed in a thorough and workmanlike manner and in accordance with current industry practices. The contractor will be held responsible for the quality of the service, maintenance, and inspections. Service, maintenance, and inspections that are improperly done will be redone, by the contractor, at the contractor's risk and expense.

SEC. 5.10 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. 5.11 ORDER DOCUMENTS

Except as specifically allowed under this ITB, an ordering agency will not sign any vendor contract. The state is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the state under this ITB. Unless otherwise specified in this ITB, the State of Alaska Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this ITB.

SEC. 5.12 HUMAN TRAFFICKING

By signature on their bid, the bidder certifies that the bidder is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/j/tip/>

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

SEC. 5.13 RIGHT OF REJECTION

Bidders must comply with all the terms of the ITB, the State Procurement Code (AS 36.30), and all applicable 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. 5.14 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 5.15 DISCLOSURE OF BID CONTENTS

This section governs the ownership, return, and disclosure of any offer or other record a bidder submits in response to this invitation to bid. (Herein, any reference to “Record” includes all such records and the offer; any reference to “Law” includes any federal or State of Alaska (State) law, including any court or administrative order or rule.)

1. All Records belong to the State.
2. The State has sole discretion regarding whether to return any Record. In exercising this discretion, the State will comply with all Laws.
3. Unless a notice of intent to award is issued, the State will, to the extent permitted by Law, consider all Records confidential and not subject to the Alaska Public Records Act (APRA).
4. If, and when a notice of intent to award is issued, the State will consider nonconfidential any Record unless, at the time of submission, the bidder undertook the following protective measures:
 - a. marked information confidential;
 - b. for any information marked confidential, identified the authority that makes that specific information confidential; and
 - c. committed, in writing, to explain in detail, including with affidavits and briefs, why each authority applies in any court or administrative proceeding in which any nondisclosure is challenged.
5. If the bidder did not undertake each protective measure, the State will not consider any information in a Record confidential: the State will disclose the entire Record without any redaction in response to an APRA or other request or, if it chooses, in the absence of a request and the State will disclose the entire Record without notifying the bidder.
6. If the bidder undertook each protective measure, the State will withhold the information marked confidential to the following extent:
 - a. the State agrees that the Law protects the information; and
 - b. if the nondisclosure is challenged, the bidder fulfills its commitment to explain, including with affidavits and briefs, how each authority applies to the information marked confidential.
7. The State will only notify a bidder of a request for the Record and of a planned release if the bidder undertook each protective measure, but the State disagrees that the marked information is protected. If there is such a disagreement, then before releasing the Record, the State will, to the extent permitted by Law and practicable, notify the bidder that it will disclose the information unless the bidder convinces the State not to or obtains an order prohibiting disclosure.

SEC. 5.16 ASSIGNMENTS

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

SEC. 5.17 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)

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

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

SEC. 5.18 DEFAULT

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

SEC. 5.19 DISPUTES

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

SEC. 5.20 SEVERABILITY

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

SEC. 5.21 CONTRACT CANCELLATION

- 1) The state reserves the right to cancel the contract at its convenience upon 30 calendar days written notice to the contractor. The state is only liable for payment in accordance with the payment provisions of this contract for supplies or services provided before the effective date termination.
- 2) By signature on their bid, the bidder certifies that they will not support or participate in a boycott of the State of Israel. Failure to comply with this requirement may cause the state to reject the bid as non-responsive or cancel the contract.

SEC. 5.22 GOVERNING LAW; FORUM SELECTION

A contract resulting from this ITB is governed by the laws of the State of Alaska. To the extent not otherwise governed by Section 5.15 of this ITB, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

SEC. 5.23 QUALIFIED BIDDERS

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

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

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

SEC. 5.24 FEDERALLY IMPOSED TARIFFS

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

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
 - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract.
 - b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment [taxes](#), that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.
- **State's Ability to Make Changes:** The state reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

SEC. 5.25 PROTEST

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

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

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least 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

- ATTACHMENT 1 – APPENDIX B1
INDEMNITY AND INSURANCE WITH FIXED WING PROVISION BASED ON SEATING CAPACITY;
- ATTACHMENT 2 – CERTIFICATION OF ENTITLEMENT TO THE ALASKA BIDDERS PREFERENCE
- ATTACHMENT 3 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION
- ATTACHMENT 4 – AIRCRAFT TECHNICAL SPECIFICATIONS
- ATTACHMENT 5 – AIRCRAFT MAINTENANCE TECHNICAL SPECIFICATIONS
- ATTACHMENT 6 – BID SCHEDULE

ATTACHMENT 1 - 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 2**CERTIFICATION OF ENTITLEMENT TO THE ALASKA BIDDER PREFERENCE**

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

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

1. As of the deadline for receipt of the bids, the offeror possesses a valid Alaska business license in any one of the following forms:
 - a copy of an Alaska business license;
 - certification on the bid that the bidder has a valid Alaska business license and has included the license number in the bid;
 - a canceled check for the Alaska business license fee;
 - a copy of the Alaska business license application with a receipt stamp from the State's occupational licensing office; *OR*
 - a sworn notarized affidavit that the offeror has applied and paid for the Alaska business license.

2) In addition to holding a current Alaska business license prior to the deadline for receipt of proposals, the offeror:

- a) is submitting a bid for goods or services under the name appearing on the offeror's current Alaska business license;
- b) has maintained a place of business within the state staffed by the offeror, or an employee of the bidder, for a period of six months immediately preceding the date of the proposal;
- c) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship, and the proprietor is a resident of the state, is a Limited Liability Company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; *AND*
- d) if a joint venture, is composed entirely of ventures that qualify under items (a)-(c) of this subsection.

Signature of Bidder or Bidder's Authorized Agent

Date

Printed Name

ATTACHMENT 3**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY****AND VOLUNTARY EXCLUSION****LOWER TIER COVERED TRANSACTIONS**

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

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

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

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

Name of Representative: _____.

Title of Representative: _____.

Signature: _____.

Date: _____.

1. Is this company enrolled in the Federal System for Awards Management (SAM)? YES NO

2. If Yes, please provide either the DUNS Number _____ or the Cage Code _____.

3. If No, the company must be enrolled in SAM before a contract can be signed or payment made on a contract involving federal funds. Failure to do so will result in cancellation of the contract.

INSTRUCTIONS FOR CERTIFICATION

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

ATTACHMENT 4 – AIRCRAFT TECHNICAL SPECIFICATIONS**BEECHCRAFT KING AIR B200 – EXCLUSIVE USE MULTI-MISSION / ASM LEADPLANE AIRCRAFT****Overview**

The Contractor shall provide a Beechcraft King Air B200 configured for Exclusive Use (EU) Multi-Mission and Aerial Supervision Module (ASM) / Leadplane operations. The aircraft and all Contractor-furnished equipment shall meet all requirements of this Attachment and shall be fully mission-configured and operational upon delivery/acceptance.

4.1 Aircraft Model Requirements

The aircraft must meet the following minimum model requirements:

- Beechcraft King Air B200
- Model years: 1996–2002
- Total airframe time: Less than 7,000 hours
- PT6A-52 engines (Blackhawk XP52 upgrade)
- Aircraft must meet all interagency standards for ASM/Lead plane operations
- New exterior paint

4.2 Performance & Structural Modifications

The aircraft must include the following performance and structural modifications:

- Raisbeck Wing Lockers
- Raisbeck Dual Aft Strakes
- Raisbeck Ram Air Recovery system
- Gravel kit (high flotation kit) or larger wheel option
- Smoke system installed in wing locker for Leadplane operations

4.3 Avionics Suite (Garmin)

The aircraft must include a completely new Garmin avionics panel and the following avionics suite:

- GTN 750
- GTN 650
- Garmin Flight Stream
- GDL69
- GWX 75 weather radar
- GFC600 autopilot
- GTX345DR diversity transponders

4.4 Communications & Mission Equipment

The aircraft must be equipped with the following communications and mission equipment:

- Three (3) AEM 136D radios (one configured for ALMR) or TDFM-9000 equivalent
- Third VHF communications radio
- PS Engineering Hub 50 audio system with satellite phone integration (or PAC45 equivalent)
- Latitude Automated Flight Following (AFF)
- Satellite communications capability
- Starlink connectivity
- IR camera system with MFD and iPad display integration
- Observation station with integrated radios
- Complete observation/training station for ATGS training, fire detection, and mapping missions

4.5 Interior Configuration

The aircraft interior must be configured to support the mission profile and include the following:

- Interior reconfiguration removing unnecessary furniture and excess weight
- Additional passenger seating
- Aero Twin single-place folding seats (or similar)
- 4-point harness configuration
- 10-pin headset plugs
- Lockout system
- Updated interior finish (e.g., alligator skin interior)
- Stickered checklists

4.6 Additional Requirements

The aircraft must meet the following additional requirements:

Aircraft must be configured for multi-mission operations including ASM, Leadplane, personnel transport, and detection/mapping

All systems must be fully operational and compliant with FAA regulations and interagency aviation policy

Aircraft must be delivered in a condition ready for immediate operational use

Two approved W&B configurations: Seats removed for Fire and Cargo and 7 passenger plus Pilot configuration

4.7 Equipment Requirements

4.7.1 *Condition of Equipment*

The Contractor-furnished aircraft and all other required equipment must be operable, free of damage, and in good repair. Aircraft systems and components must be free of leaks, except where specified by the manufacturer.

Prior to inspection and acceptance, the Contractor must permanently repair or replace all windows and windshields that have been temporarily repaired. All windows and windshields must be maintained at all times and must be clean and free of scratches, cracks, crazing, distortion, repairs, or tinting which hinders visibility.

The aircraft interior must be clean and neat with no unrepainted tears, rips, or other damage. The exterior finish, including the paint, must be clean, neat, and in good condition. Any corrosion must be within the manufacturer or FAA-acceptable limits.

See the Unacceptable Lap Belt and Shoulder Harness Conditions Exhibit for lap belt and shoulder harness conditions that are not acceptable.

4.7.2 *Aircraft Equipment Requirements*

Any aircraft provided for use under this contract must be equipped with the following:

- (1) A first aid kit containing items specified in the First Aid and Survival Kits Exhibit shall be installed in the cabin.
- (2) A survival kit containing items specified in the First Aid and Survival Kits Exhibit shall be carried aboard the aircraft on all flights and shall be included in weight and balance/load calculations.

The following standard equipment shall be FAA approved, installed in accordance with FAA requirements, and maintained in accordance with all provisions of 14 CFR 43:

- (1) The aircraft must be equipped in accordance with 14 CFR Parts 91 and 135 for carrying passengers day and night, VFR and IFR, and certified to fly in known ice conditions.
- (2) Free air temperature gauge.
- (3) One set of individual lap belts for each installed seat.
- (4) Shoulder harness with automatic or manual-locking inertia reel for each front seat occupant. Shoulder straps and lap belts must fasten with one single-point, metal-to-metal, quick-release mechanism. Heavy-duty (military-style) harnesses with fabric loop connecting the shoulder harness to the male portion of the lap belt buckle are acceptable.
- (5) Seats. FAA-approved seating for seven (9) occupants: one pilot and eight passengers. Seats and restraints required for takeoff, landing, and ground operations may be the same seats utilized during flight operations. One passenger seat must be in the cockpit next to the pilot. The other passenger seat must be adjacent to a window on the right side of the aircraft and in a position to readily observe the interaction of the pilot and front seat passenger.
- (6) FAA-approved cargo restraints, cargo nets, and cargo straps for cargo tie down in cabin and baggage compartment area.

- (7) Two Fire Extinguisher(s) are required, in accordance with 14 CFR 135, and for the purposes of this contract, must be handheld bottle(s), minimum 2-B-C rating, one of which must be mounted and accessible to the pilot while seated. The other must be mounted in the cabin. The fire extinguisher(s) must be maintained in accordance with National Fire Protection Association (NFPA) 10, Standards for Portable Fire Extinguishers, or the Contractor's operations manual.
- (8) White Strobe Light System. A two-light system (one above and one below the fuselage) or a three-light system (wing tips and tail) with an independent activating switch.
- (9) High-visibility, pulsating, forward-facing, conspicuity lighting.
- (10) One digital hour meter installed in a location visible by the pilot and front seat observer while seated. The meter must be wired with an air switch, squat switch or equivalent means, to record flight time only.
- (11) Two oxygen masks, quick donning type, one for each pilot position.

For the following required Contractor-furnished special equipment and accessories, the Contractor shall furnish documentation of construction and installation in accordance with the standards of 14 CFR Part 43, AC 43.13-1A, and AC 43.13-2A:

- (1) Smoke Generator System. The aircraft must be equipped with an FAA approved smoke generating system, actuated from the controls of the left seat pilot position, which uses aviation smoke oil to produce a white smoke trail only. Systems that require canisters and generate multiple colors are unacceptable.
- (2) Cabin heater, air conditioning and window defogger.

4.8 Avionics Requirements

4.8.1 General

The Contractor must provide, install, and maintain the following systems in accordance with the manufacturer's specifications and the installation and maintenance standards of this Section. Detailed avionics systems performance requirements are listed in Avionics Operational Test Standards (copies available upon request from OAS Avionics, or the most recent list may be found online at: https://www.nifc.gov/NIICD/docs/avionics/FSOAS_A24F.pdf

4.8.2 *Avionics Installation and Maintenance Standards*

Strict adherence to the recommendations in the following FAA Advisory Circulars is required: AC 43.13-1B Chapter 11, "Aircraft Electrical Systems," and Chapter 12, "Aircraft Avionics Systems"; AC 43.13-2B Chapter 1, "Structural Data," Chapter 2, "Communication, Navigation, and Emergency Locator Transmitter System Installations," and Chapter 3, "Antenna Installation."

- (1) All avionics systems requiring an antenna must be installed with a properly matched, aircraft-certified antenna, unless otherwise specified. Antennas must be polarized as required by the avionics system and must have a voltage standing wave ratio (VSWR) of 3.0 to 1 or better.
- (2) The aircraft's static pressure system, altimeter instrument system, and automatic pressure altitude reporting system must be maintained in accordance with the IFR requirements of 14 CFR Part 91.411 and inspected and tested every 24 calendar months, as specified by 14 CFR Part 43, appendices E and F.
- (3) Transmitters must not open squelch on, or interfere with (including bleed-over), other AM or FM transceivers in the aircraft which are monitoring different frequencies. So-called "Transmit Interlock" functions must not be used with communication transceivers.
- (4) Communications Systems. All installed transceivers must be placarded with designations matching the transmitter/receiver controls on the installed audio control system(s).

4.8.3 *Emergency Locator Transmitter (ELT)*

One automatic-portable or automatic-fixed 406 MHz Emergency Locator Transmitter (ELT/AP or ELT/AF), meeting FAA TSO-C126 and COSPAS/SARSAT specifications, must be installed in the aircraft per the manufacturer's installation manual, in a conspicuous or marked location. The ELT must include a 121.5 MHz homing beacon and be equipped with an external fixed-type antenna, mounted in a location approved by the aircraft manufacturer. Documentation of bi-annual registration from the National Oceanic and Atmospheric Administration (NOAA) is required for all TSO C126 and newer ELTs.

4.8.4 *Communications Systems***4.8.4.1 *VHF-AM Aeronautical Transceivers***

Three panel-mounted VHF-AM (VHF-1, VHF-2, VHF-3) aeronautical transceivers, each with a minimum of 760 channels covering 118.000 to 136.975 MHz. The transceivers must have channels selectable in no greater than 25 kHz increments and a minimum of 5 watts carrier output power. The transceivers' operational controls must be mounted so they are readily visible and accessible to the pilot.

4.8.4.2 VHF-FM (P25-Compliant) Transceivers

- (1) Three P25-compliant VHF-FM transceivers. Each transceiver (FM-1, FM-2, FM-3) must provide selection of narrowband analog (12.5 kHz), wideband analog (25.0 kHz), or narrowband digital (12.5kHz) operation on each of a minimum of 100 channels. Each transceivers' operational controls must be located and arranged so that the pilot and observer/copilot when seated, have full and unrestricted movement of each control without interference from clothing, the cockpit structure, or the flight controls.
- (2) Each transceiver's operational frequency range must include the band of 136.0000 MHz to 173.9975 MHz. The operator(s) must be able to program any usable channels within that band, along with any required CTCSS tones, National Access Codes (NAC's), or Talk Group ID's (TGID's), while in flight. Each transceiver must also incorporate a separate, programmable GUARD receiver, with accompanying GUARD transmit capability. Unless instructed by the Government for use on a specific project, all frequencies programmed for use under this Contract must be in the narrowband analog mode.
- (3) Carrier output power for each transceiver must be 10 watts nominal value (original design specification). Each transceiver must be capable of displaying receiver and transmitter operating frequency, alpha-numeric channel labels, and must provide both receiver and transmitter activation indicators for MAIN and GUARD. Simultaneous monitoring of both MAIN and GUARD receivers is required. Scanning of the GUARD frequency is not acceptable.
- (4) Prior to acceptance under this contract, at least one transceiver must be programmed with the narrowband analog GUARD receive and transmit frequencies of 168.625 MHz, with a 110.9 Hz CTCSS tone on transmit only.
- (5) The following VHF-FM aeronautical transceivers are known to meet the above requirements:
Technisonics: TDFM-136, TDFM-136A, TDFM-136/NV, TDFM-136A/NV, TDFM-136B, TDFM-136B/NV, AEM MPD136D.

4.8.5 Satellite Telephone System (SatPhone)

- (1) Each aircraft must be equipped with one Iridium-based SatPhone system whose installation is FAA-approved. The SatPhone handset or remote dialer must be cockpit-mounted in a location convenient for use by both the pilot and copilot/observer (Sattalk or equivalent).
- (2) The SatPhone must be permanently interfaced to the aircraft's audio control systems in such a manner that, although access to the handset/dialer may be limited to the cockpit occupants, it may be used via any of the three required positions in the aircraft in the same manner as the aircraft's radios.
- (3) The SatPhone must include a "Speed Dial" capability, which may be pre-programmed with a minimum of six telephone numbers via the cockpit-mounted handset/dialer.
- (4) The SatPhone must be equipped with a TSO-C129a L-band antenna mounted atop the fuselage in such a manner as to provide the greatest possible view of the overhead hemisphere.
- (5) The SatPhone may be integrated into the AFF system below, either using the same Iridium communicator or having a separate Iridium communicator. If the SatPhone's communicator is also utilized for AFF, brief interruptions of AFF position reports are acceptable. In this case, the Contractor must ensure that all flight crew personnel are instructed regarding the possible conflict.

4.8.6 Automated Flight Following (AFF)

- (1) One satellite-based aircraft tracking hardware compatible with the Government's Automated Flight Following (AFF) Program (<https://www.aff.gov>). Not all available satellite-based tracking systems are compatible with the Government's AFF Program, nor meets AFF's requirements. The contractor must ensure that the aircraft hardware offered is compatible with AFF. For questions about current compatibility requirements see the HELP page at: <https://www.aff.gov>.
- (2) The AFF aircraft hardware must be powered by the aircraft's electrical system, installed per the manufacturer's installation manual, and operational in all phases of flight. AFF aircraft hardware must utilize as a minimum: Satellite communications, an externally or internally mounted antenna, provide data to the Government's AFF viewing software, use aircraft power via a dedicated circuit breaker for power protection, and be mounted so as to not endanger any occupant from AFF aircraft hardware during periods of turbulence. Antennas should be placed where they have the best view of the overhead sky as possible. Externally mounted antennas are recommended to improve system performance. Any visual indicators for remotely installed units must be mounted so that they can be easily viewed by the pilot.
- (3) AFF communications must be fully operational in all 50 states. Contractors working in or accepting dispatches to the State of Alaska, Southern Canada, or Western Canada must have an AFF system capable of being tracked in these locations at all times. Not all manufacturers' AFF equipment communication links will operate effectively in all geographic areas.

- (4) The contractor must maintain a subscription service through the AFF aircraft hardware provider allowing AFF position reporting for satellite tracking via the Government AFF viewing software. The position-reporting interval must be every two minutes while the aircraft is in flight. The contractor must register their AFF aircraft hardware with the Government through <https://www.aff.gov> providing complete tail number; manufacturer and serial number of the AFF transceiver; aircraft make and model; and contractor contact information. If the contractor relocates previously registered AFF aircraft hardware into another aircraft, then the contractor must contact the government's AFF Program making the appropriate changes prior to aircraft use. In all cases, the contractor must ensure that the correct aircraft information is indicated within AFF. The contractor must contact the Government of system changes, scheduled maintenance, and planned service outages.
- (5) Aircraft registration instructions and additional information can be accessed by selecting the HELP page at: <https://www.aff.gov>
- (6) Prior to the aircraft's annual contract inspection, the contractor must ensure compliance with all AFF systems requirements. The contractor must additionally perform an operational check of the system. As a minimum, the operational check must consist of confirming the aircraft being tested is displayed in AFF (indicating it is currently transmitting data to AFF) and that all information displayed in AFF is current. A username and password are required to access AFF. Log on to the AFF website at <https://www.aff.gov> to request a username and password by selecting the HELP page and following instructions there.
- (7) If AFF becomes inoperable/unreliable the aircraft may, at the discretion of TBD, remain available for service utilizing radio/voice system for flight following. The contractor will return the AFF system to full operational capability within 72 hours after the inoperative/unreliable unit is first discovered as defective.
- (8) This clause incorporates Specification Section Supplement available at: https://www.aff.gov/documents/Specification_Section_Supplement.pdf with the same force and effect as if they were presented as full text herein.

4.8.7 *Flight Data Monitoring (FDM)*

- (1) One Flight Data Monitoring (FDM) system is required for continuous recording of aircraft flight data and real-time reporting of events deemed significant by TBD. TBD will provide a comprehensive list of those events prior to the contract start date based on the model aircraft being offered.
- (2) The FDM must incorporate, as a minimum, the following capabilities: AHRS with three-axis accelerometer and three axis magnetometer, 20-channel GPS with WAAS capability) or ability to accept equivalent GPS input), and ability to accept aircraft pitot-static inputs. The FDM must monitor and record flap and landing gear position.
- (3) The FDM system must be powered by the aircraft's electrical system, installed per the manufacturer's installation manual, and operational in all phases of flight. The system must also have an internal backup battery.
- (4) The FDM must be capable of real-time exceedance notifications on any measured flight parameter.
- (5) The contractor will provide State of Alaska Division of Forestry and Fire Protection with a copy of the analytic and display software which supports the FDM and rights to use that software on a minimum of three TBD computers. The contractor will provide State of Alaska Division of Forestry and Fire Protection with a copy of all recorded FDM data every two weeks as minimum. Near-real time data must be available to State of Alaska Division of Forestry and Fire Protection via a secure webpage or web service. Exceedance notifications will be automatically transmitted to at least two TBD-provided e-mail addresses.
- (6) The only known system that meets both the AFF and the FDM requirement is a Latitude/Skytrac technologies S-200 for AFF coupled with an I/O node for FDM. Contact the TBD for consideration of other FDM hardware.
- (7) The contractor must maintain a subscription service through the AFF equipment provider allowing AFF position reporting for satellite tracking via the AFF system, e-mail exceedance notifications and drop event data.

4.8.8 *Navigational Systems*

- (1) One permanently installed, panel-mounted, Global Positioning System (GPS). The GPS must be certified to TSO-C146 for IFR operations using the Wide-Area Augmentation System (WAAS), utilize the WGS-84 datum, reference latitude and longitude coordinates in the degrees/minutes/decimal minutes (DM) mode for aircraft positioning; utilize an approved, fixed, external aircraft antenna; and be powered by the aircraft electrical system. The GPS must incorporate Wi-Fi and Bluetooth connectivity capabilities for entering flight plans and updating databases. The GPS navigation database must be current at all times and cover the lower 48 states and Alaska. The GPS installation must be FAA approved (or approval pending). Handheld, portable, and/or marine type equipment is not acceptable.
- (2) The aircraft must be equipped with the navigational equipment required for IFR operations as specified in 14 CFR 135.165, including, but not limited to, the following:
 - (a) Two VHF, VOR/LOC aeronautical navigation receivers with indicators (NAV-1, NAV-2), each with a minimum of 100 navigation receive channels.
 - (b) One glideslope (GS) system, with a minimum of 20 receive channels.
 - (c) One marker beacon receiver system with three-light indicator, which provides aural notification to the flight crew via the audio control system.
 - (d) One Distance Measuring Equipment (DME) system, with a minimum of 100 channels and NAV-1/NAV-2 channeling. NOTE: If the GPS unit supplied to meet the requirements of B7.4.1 above is certified for IFR Supplemental Navigation under TSO-C129, a separate DME unit is not required.

4.8.9 *Audio Systems*

- (1) Two separate audio control systems (which may be combined in a single unit) must be provided for the pilot and ATGS/copilot, in a location convenient to both. Each system must provide pilot and ATGS/copilot with separate controls for selection of receiver audio outputs and transmitter microphone/PTT audio inputs for all installed radios and PA systems. Each system must also provide pilot and ATGS/copilot with separate controls for adjustment of both the intercommunications system (ICS) and the receiver audio output levels.
- (2) Transmitter selection and operation. Separate transmitter selection controls must be provided for the microphone/PTT inputs of both pilot and ATGS/copilot. The system must be configured so that the pilot, ATGS/copilot, and (where required) Aft Trainee may each simultaneously select and utilize a different transmitter (or PA system when installed) via their respective microphone/PTT. Whenever a transmitter is selected, the companion receiver audio must automatically be selected for the corresponding earphone. Transmitter sidetone audio must be provided for the user as well as for cross-monitoring via the corresponding receiver selection switch on the other audio control system.
- (3) Receiver selection and operation. Separate controls must be provided for both pilot and ATGS/co-pilot selection of audio from one or any combination of available receivers. Any ICS-equipped aft seat passenger positions not furnished with its own audio system must monitor the receiver(s) as selected by the ATGS/copilot. The receiver audio output must be free of excessive distortion, hum, noise, and crosstalk, and must be amplified sufficiently to facilitate ease of use in a noisy cockpit/cabin environment.
- (4) The controls of the audio system(s) must be located and arranged so that both the pilot and ATGS/copilot, when seated, have full and unrestricted movement of each control without interference from their clothing, the cockpit structure, or the flight controls. Labeling and marking of controls must be clear, understandable, legible, and permanent. Electronic label maker marking is acceptable.
- (5) Aft Training Station. A third audio system, conveniently located for use, providing the same capabilities as those specified for each audio system in B7.5 et. seq. above, and ICS as specified below, must be furnished at the aft cabin passenger position behind the ATGS/copilot seat. The system must be configured so that the pilot, ATGS/copilot, and Aft Trainee may each simultaneously select and utilize a different transmitter (or PA system when installed) via their respective microphone/PTT.
- (6) An ICS for the pilot, ATGS/copilot, and at least two aft cabin passenger positions, including the aft trainee position. ICS audio must mix with, but not mute, selected receiver audio. An ICS audio level control must be provided for each position above. Adjustment of the ICS audio level at any position must not affect the level at any other position. A "hot mic" capability, controlled via an activation switch or voice activation (VOX), must be provided for the pilot and copilot/observer positions. ICS sidetone audio must be provided for the earphones corresponding with the microphone in use. The ICS audio output must be free of excessive distortion, hum, noise, and crosstalk and must be amplified sufficiently to facilitate ease of use in a noisy cockpit/cabin environment.

- (7) Earphones, microphones, PTT's, and jacks designed for operation with 600-ohm earphones and carbon-equivalent, noise-canceling boom type microphones (Gentex electret type Model 5060-2, military dynamic type M-87/AIC with CE-100 TR preamplifier, or equivalent) must be furnished at all required positions.
- (8) A single set of J-033 and J-034 type connector jacks must be provided at each required position in the aircraft to accept the PJ-055B and PJ-068 type connector plugs as utilized with the headset/microphone.
- (9) Separate PTT switches for radio transmitter and ICS microphone operation must be provided at the pilot, observer/copilot, and any other positions required above to be furnished with both radio transmitter and ICS operation. The pilot's PTT switches must be mounted on the cyclic control. The observer/copilot's and any other required position's PTT switches must be mounted on the cord to the earphone/microphone connector. The aft cabin positions must be furnished with cord-mounted ICS PTT switches.

4.8.10 *Other Avionics*

- (1) One air traffic control (ATC) transponder and altitude reporting system meeting the requirements of 14 CFR Part 91.215 (a) and (b) and inspected and tested every 24 months in accordance with 14 CFR 91.413.
- (2) The aircraft must be equipped with an FAA Technical Standard Order (TSO) approved traffic awareness and avoidance system (TCAS/TAS/TCAD/etc.) featuring active interrogation of threat aircraft. The system's antennas must be mounted on the aircraft to minimize airframe shadowing and provide 360-degree coverage. The system must also incorporate visual alerts for both pilot and co-pilot and an aural alerting feature which announces an alert of threat aircraft whenever such aircraft enter a zone of a programmable size with range selections from no more than two nautical miles to at least ten nautical miles around the aircraft. The audio alert output must be interconnected to the aircraft's audio system in such a manner that all ICS-equipped positions will receive the alert. If the aircraft is equipped with a Multi-Function Display (MFD), GPS, or other system capable of displaying threat aircraft output data, the system must be also interfaced to such.
- (3) The system must be installed in accordance with an STC or FAA Field Approval based upon an existing STC and the manufacturers installation manual. Installation of the system must be accomplished by a certified avionics repair station which has been approved for such by the system's manufacturer. The system must be maintained for continued airworthiness, but may be listed in an approved Minimum Equipment List (MEL), provided the MEL does not permit the system to be inoperable for a period exceeding 15 days.

(4) The following systems are known to meet the above requirements:

- (a) TCAS: Any TSO'd system which provides a range selection of 2 nautical miles or less. TAS: Bendix-King KTA 870, Goodrich Skywatch HP
- (b) TCAD: Avidyne TAS600/605/615/620 (formerly Ryan International TCAD 9900BX) only when a separate, approved Multi-Function Display (MFD) is used to display threat aircraft data.
- (c) Note: ADS-B "IN" traffic systems will not indicate the presence of aircraft which are not equipped with ADS-B OUT systems. Not all aircraft which may be present in the areas of operation under this contract are required to be ADS-B equipped. Furthermore, operations may well take place in areas where no (ground-based) UAT coverage is available. Accordingly, the above requirement for TCAS/TCAD/TAS is not satisfied by the installation of an ADS-B "IN" traffic display system, or any TIS-based system.

(5) Electronic Flight Bag (EFB) charging capability. The aircraft must be furnished with two conveniently located, circuit breaker-protected ports for charging FAA-approved Electronic Flight Bags (EFB). The charging ports may consist of either 120VAC, 60Hz household-type duplex outlets, or powered standard USB-type connectors. The Contractor must also furnish cords, cables, and adapters as required so that any EFB utilized may be charged while in flight.

(6) Automatic Dependent Surveillance – Broadcast (ADS-B). All aircraft must be equipped to meet the ADS-B OUT requirements of 14 CFR 91.225. ADS-B OUT systems must be approved to either TSO-C154c (978MHz Universal Access Transceiver [UAT]) or TSO-C166b (1090MHz Extended Squitter [1090ES]). Aircraft operating outside of the United States must be equipped with systems approved to TSO-C166b. Additionally, each aircraft must be equipped with ADS-B IN systems which provide both FIS-B and TIS-B data for display on the GPS/MFD display(s).

(7) The aircraft must be equipped with a Terrain Avoidance and Warning System (TAWS), meeting the requirements of 14 CFR 135.154 for "Class A" equipment, regardless of the number of passenger seats actually installed in the aircraft for the mission(s) to be performed. The TAWS must include a conveniently located control for disabling its audio warning.

(8) Target Avionics. The following avionics will meet the TBD's goal for fleet standardization: Garmin GTN650/750 GPS/NAV/Comm

ATTACHMENT 5 – AIRCRAFT MAINTENANCE TECHNICAL SPECIFICATIONS**BEECHCRAFT KING AIR B200 – EXCLUSIVE USE MULTI-MISSION / ASM LEADPLANE AIRCRAFT****5.1. *General Maintenance Requirements***

The Contractor must ensure that the aircraft and all required equipment are operated and maintained in accordance with the original equipment manufacturers (OEM) or approved STC holder's current instructions, including airframe, engine, appliances, emergency equipment, and all Instructions for Continued Airworthiness (ICA's).

The Contractor is required to submit evidence that the offered aircraft OEM will continue to provide engineering support for updating Instructions for Continued Airworthiness (ICA) and any elevated Airworthiness Limitations from a Fatigue and Damage Tolerance Evaluation if the aircraft is operated in accordance with this profile. If the aircraft has previously been flown in the aerial supervision environment or in other than a standard Part 135 operation, the Contractor will also submit evidence of previously developed OEM approved ICAs and elevated Airworthiness Limitations.

Before the start date of the contract, the Contractor must ensure that all maintenance deficiencies have been corrected or deferred in accordance with 14 CFR 91.213 or the operator's FAA approved maintenance program. Deferred discrepancies will be evaluated, and the aircraft approved for contract use on a case-by-case basis.

The Contractor must correct deficiencies that occur during contract performance in accordance with the appropriate Federal Aviation Regulations or the FAA approved maintenance program.

The Contractor must immediately notify the Chief of Aviation of any change to any engine, power train, flight control or major airframe component or of any major repair following an incident or accident and must describe the circumstances involved.

5.2. *Airworthiness Directives (AD's) and Manufacturer's Mandatory Service Bulletins (MMSB's)*

The Contractor must comply with all applicable FAA AD's and MMSB's before and during contract performance.

The Contractor must provide, at the time of agency inspection, a list of issued FAA AD's and MMSB's identifying all those that are applicable and not applicable to the contract aircraft. The list must be in a format similar to the one shown in AC 43-9C, Appendix 1, complete with authorized signature, certificate type and number. This list must include all accessories and equipment installed in each aircraft offered. Signature of the person verifying accuracy of the list is required.

5.3. *Manuals and Records*

The Contractor must ensure that all aircraft maintenance is recorded in accordance with 14 CFR Parts 43, 91, and 135 (reference 14 CFR Parts 43.9, 43.11, 91.417, and 135.439). Aircraft total time in service must be recorded. A copy of the current maintenance record must be kept with the aircraft. Electronic copies of manuals and records are acceptable.

If requested by the agency, the Contractor must furnish to the Chief of Aviation a copy of the Contractor's procedures manuals, as outlined in 14 CFR Part 135.21, along with any revisions made during the contract period.

5.4. *Maintenance Performance Standards*

All maintenance, including inspection, rebuilding, alteration, and installation must be accomplished by a person authorized to perform maintenance in accordance with 14 CFR Part 43.

The Contractor must ensure that a mechanic who meets the contract qualification requirements inspects the contract aircraft in accordance with the procedures outlined in the operator's FAA approved maintenance program. Aircraft total time in service must be recorded.

All aircraft maintenance entries must include a reference to the approved technical data used to perform any installation, overhaul, major repair, or replacement of any engine, flight control, or major airframe component. The reference must include the title of the maintenance publication and identify the procedure performed or chapter, page, and paragraph where the procedure can be found. Adherence to this requirement will begin the date of contract award and continue through the duration of the contract.

Routine/preventative maintenance must be performed before or after the Government's scheduled daily use period or as approved by the Chief of Aviation.

The fire extinguisher must be maintained in accordance with NFPA 10: Standards for Portable Fire Extinguishers or the Contractor's 135 operations manual.

5.5. *Maintenance Test Flight*

The Contractor must, at their own expense, perform an operational check flight following installation, overhaul, major repair, or replacement of any engine, propeller, flight control system, or when requested by the Chief of Aviation. This must be accomplished before the aircraft resumes service under the contract. The pilot must enter the result of this test flight in the aircraft records, as outlined in 14 CFR 91.407.

5.6. *Time Between Overhaul (TBO) and Life-Limited Parts*

All components, including engines, must be replaced upon reaching the manufacturer's recommended TBO or FAA approved extension. Life-limited parts must be replaced at the specified time-in-service hours or cycles.

Aircraft operated with components or accessories on FAA approved TBO extension programs are acceptable provided (1) the Contractor is the holder of the approved extension authorization (not the owner if the aircraft is leased) and (2) the Contractor operates in accordance with the extension authorization. The extension authorization must be kept with the aircraft.

The Contractor must provide, at the time of agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), time remaining, and time and date when the component was overhauled, replaced, or inspected.

5.7. *Weight and Balance*

The aircraft weight and balance report must include a weight and balance record, equipment list, and any calculations due to changes in the equipment list. A copy of the current weight and balance report must be kept with the aircraft.

The aircraft's required weight and balance record must be determined by actual weighing of the aircraft. The weight and balance record must be current, within the preceding 36 calendar months. Scale readings must be recorded on the weight and balance record. Signature of a rated mechanic verifying accuracy of the record is required. This record is not superseded until the aircraft is reweighed.

The aircraft must be weighed following any major repair, major alteration, or change to the equipment list that significantly affects the center of gravity of the aircraft.

All aircraft must be weighed on scales that have been certified as accurate within the preceding 12 calendar months. Any accredited weights and measures laboratory may serve as the certifying agency.

The weight and balance record must include the make, model, serial number, and calibration date of the scales used to weigh the aircraft.

The Contractor must compile a list of equipment installed in the aircraft at the time of weighing. Each page of the equipment list must identify the specific aircraft by its serial and registration numbers and must be dated to indicate the last date of weighing.

Items that may be easily removed or installed for aircraft configuration changes (seats, doors, radios, cargo hook, baskets, special mission equipment, etc.) must be listed and include the name, weight, and arm of each item.

Each time equipment is removed or installed, and the aircraft is not reweighed, the aircraft's weight and balance must be calculated. A weight and balance revision or continuous history form must be used to show the calculated weight and balance of the aircraft resulting from the change in equipment. This is an additional document and does not supersede the weight and balance record.

5.8. *Ferry Flights by TBD Pilots*

When it is in the best interest of agency, agency pilots may ferry aircraft to and from the Contractor's facilities or maintenance facilities; however, the agency will not pay for these flights, and the operational control remains with the Contractor.

5.9. *Inspection and Acceptance (FAR 52.212-4)*

5.9.1. *Inspection Scheduling and Process*

After either contract award or annual renewal of the contract, the Chief of Aviation will schedule a date to inspect the Contractor's proposed aircraft to ensure contract compliance. The inspection will be conducted at the designated base, Contractor's facility, or other location acceptable to the Government. The inspection will be scheduled to commence as early as 60 days and not later than five days (excluding weekends and holidays) prior to the established reporting date, unless otherwise mutually agreed upon by the Chief of Aviation and the Contractor.

The inspection time and date will be scheduled for between 0730 and 1630 local time, Monday through Friday, unless otherwise agreed upon by the Chief of Aviation. The Chief of Aviation will confirm the inspection details in writing. Contractor written requests for inspection rescheduling that are received by the Chief of Aviation at least 10 days prior to the originally scheduled inspection date may be accommodated by the Chief of Aviation, depending upon their work schedule.

5.9.2. *Notifications and Aircraft Data Card Requirements*

The Contractor must notify the Chief of Aviation when an action has been imposed by the FAA on the operator's certificate or aircraft carded under this contract. The Contractor must also notify the Chief of Aviation of any changes in the Director of Operations, Chief Pilot, and Director of Maintenance as well as any additional positions approved under 14 CFR 119.69(b).

Approved aircraft will be issued a State of Alaska Division of Forestry and Fire Protection and/or Interagency Aircraft Data Card. The aircraft cards detail the activities for which they are authorized. The aircraft data card shall always be with the aircraft and available for inspection during the contract period.

5.9.3. *Nonconforming Items and Reinspection*

If the Chief of Aviation determines any aircraft, records, and/or documents presented for inspection are not completely ready for the inspection or are determined to be nonconforming as required by the contract, the Chief of Aviation may suspend the inspection(s) and schedule a reinspection for another time/date/site. The Contractor may be charged for the cost of reinspection in accordance with the Reinspection Expenses paragraph below.

5.9.4. *Equipment Testing*

The aircraft will be inspected to ensure compliance with all contract requirements. The State of Alaska Division of Forestry and Fire Protection may require in-flight dynamic testing of aircraft systems. If this testing is conducted it will be performed at no cost to The State of Alaska Division of Forestry and Fire Protection.

5.9.5. *Substitute Aircraft*

The Contractor may request the use of substitute aircraft that was not initially approved for use. All proposed substitutions must meet pertinent contract specifications and be subject to inspections and approvals identified herein prior to use. Requests for aircraft substitution must be submitted to the Contracting Officer and Chief of Aviation for approval prior to inspection. The Contracting Officer may issue a bilateral modification prior to submitting a request to the Chief of Aviation for inspection scheduling. Requests received with fewer than seven days' notice will be accomplished as permitted by the Chief of Aviation schedule.

The Contractor must transport substitute aircraft to the point of use at their expense.

5.9.6. *Reinspection Expenses*

The State of Alaska Division of Forestry and Fire Protection may charge the Contractor for the cost of any substitute inspections in accordance with the following section (Re-inspection Expenses).

ATTACHEMENT 6 – BID SCHEDULE

This Bid Schedule must be completed and submitted to the Procurement Officer by the bid deadline identified in Sec. 1.03 of this ITB. Failure to submit this form may result in the bid being deemed non-responsive.

A. Bidder Information

Company Name: _____

Primary Point of Contact: _____

Phone Number: _____

Email Address: _____

B. Pricing Schedule

Bidders shall complete the pricing below. All prices shall be **firm, fixed**, and inclusive of all costs necessary to perform in accordance with this ITB and the resulting contract.

1. Daily Availability Rate

Daily Availability Rate: \$ _____ per day

2. Flight Hour Rate

Flight Hour Rate (dry rate): \$ _____ per flight hour

Flight hour pricing shall apply only to actual flight hours flown as authorized by DFFP. Estimated flight hours are provided for budgetary evaluation purposes only and do not represent a guaranteed minimum or maximum.

C. Minimum Prior Experience Certification

By signing below, the Bidder certifies that it meets all minimum prior experience requirements set forth in SEC. 1.04 – Prior Experience of this Invitation to Bid.

YES – Bidder certifies compliance with all minimum prior experience requirements
 NO – Bidder does not certify compliance (*Bid will be deemed non-responsive*)

D. Certification and Signature

The undersigned certifies that all pricing and information submitted herein is true, accurate, and complete, and that the Bidder agrees to comply with all requirements of this ITB and the resulting contract.

Authorized Signature: _____

Printed Name and Title: _____

Date: _____