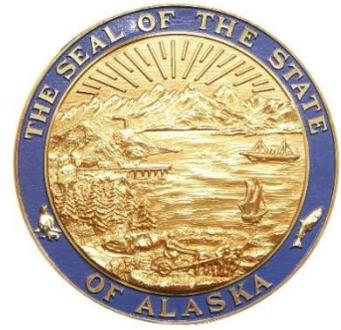


STATE OF ALASKA INVITATION TO BID (ITB)



EXCLUSIVE USE HELICOPTER SERVICES IN SOUTHWEST AREA

ITB 2026-1000-0256

ISSUED 03/01/2026

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	
EMAIL: madelyn.lowe@alaska.gov	DATE

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE ITB

The Department of Natural Resources, Division of Forestry & Fire Protection (DFFP), is soliciting bids from qualified contractors to provide exclusive-use helicopter charter services in support of fire management operations based in McGrath, Alaska, as specified in this ITB. Services shall include a fully operational helicopter, qualified pilot(s), and mechanic support necessary to meet the operational requirements of DFFP.

DNR intends to award one (1) Master Agreement (MA) to the responsive and responsible bidder to furnish exclusive-use helicopter services in accordance with the terms and specifications of this solicitation.

SEC. 1.02 BUDGET

Department of Natural Resources, Division of Forestry & Fire Protection is establishing a not-to-exceed amount of **\$10,000,000** dollars for the term of the contract resulting from this ITB.

SEC. 1.03 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than **2:00 PM** Alaska Time on **March 25, 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 meet these minimum prior experience requirements:

- Medium helicopter (Type 2);
- One year experience in make and model helicopter submitted;
- FAA or Transport Canada air carrier certificate. Bidder must provide copies of their FAA 133, 135, and 137 Certificates

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

SEC. 1.05 REQUIRED REVIEW

Bidders shall carefully review this ITB for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material in the ITB should be made in writing and received by the procurement officer at least 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 SITE INSPECTION

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

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

SEC. 1.08 RETURN INSTRUCTIONS

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

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

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

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

Department of Natural Resources
Division of Forestry & Fire Protection
Attention: **MADelyn F. LOWE**
Invitation to Bid (ITB) Number: **2026-1000-0256**
ITB Title: EXCLUSIVE USE HELICOPTER SERVICES FOR SOUTHWEST AREA
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. 1.09 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. 1.10 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. 1.11 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. 1.12 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	03/01/2026
Deadline for Questions	2:00 PM	03/16/2026
Deadline for Receipt of Bids / Bid Due Date	2:00 PM	03/25/2026
Bid Evaluations Complete	Week of	03/25/2026
Notice of Intent to Award	Week of	03/25/2026
Contract Issued	Week of	04/06/2026

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. 1.13 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. 1.14 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. 1.15 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 GENERAL DESCRIPTION OF SERVICES

The Contractor shall furnish one (1) medium, turbine-powered helicopter on an exclusive-use basis in support of the State of Alaska, Department of Natural Resources, Division of Forestry & Fire Protection (DFFP), Southwest Area. The designated base of operations for this contract is McGrath, Alaska.

The helicopter shall be provided fully operational and equipped in accordance with the specifications of this ITB and shall include qualified pilot(s), mechanic support, and all required equipment necessary to safely and effectively perform the services described herein.

During the exclusive-use period, the aircraft, pilot(s), and mechanic shall be under the Exclusive Use and operational control of the State, twenty-four (24) hours per day, seven (7) days per week. The aircraft shall operate only as directed by the Contracting Officer or authorized State representative.

Typical missions include, but are not limited to:

- Transportation of personnel, equipment, and supplies;
- Wildland fire reconnaissance, detection, and suppression operations;
- External load and sling operations;
- Aerial water bucket operations;
- Search and rescue support; and
- Other resource or emergency response missions as assigned.

The aircraft must be capable of operating in remote and austere environments typical of interior Alaska, including unimproved landing areas, smoky conditions, mountainous terrain, and variable weather conditions.

All aircraft, personnel, equipment, and operations shall comply with the requirements, certifications, and specifications set forth in this ITB.

SEC. 2.02 EXCLUSIVE USE AND OPERATIONAL CONTROL

The helicopter provided under this contract shall be furnished on an exclusive-use basis for the duration of the guaranteed availability period and any authorized extensions. “Exclusive Use” means the aircraft, pilot(s), and mechanic are dedicated solely to the State during the contract period and shall not be made available for any other commercial or private operations without prior written approval from the Contracting Officer.

The State guarantees ninety (90) calendar days of Exclusive Use per contract year. The exclusive-use period may be extended at the sole discretion of the State in seven (7) day increments under the same terms, conditions, and pricing established in this contract. The Contractor will be notified at least forty-eight (48) hours prior to any extension. Extensions shall not exceed forty-two (42) additional calendar days beyond the guaranteed period unless otherwise agreed in writing.

During the exclusive-use period, the aircraft shall be subject to dispatch and operational direction by the Contracting Officer or authorized State representative. The aircraft shall not be operated except as directed by the State, except where necessary for safety, maintenance, or regulatory compliance.

The designated base of operations for this contract is McGrath, Alaska. The State may temporarily relocate the aircraft to secondary bases within Alaska or outside the State when operationally necessary. Flight time required to reposition the aircraft at the State's direction shall be compensated at the established flight-hour rate.

The State maintains interagency and cooperative agreements with federal, state, and international partners. The aircraft may be assigned to support cooperative missions within Alaska, the contiguous United States, or Canada in accordance with applicable agreements. All operations shall remain subject to the terms and conditions of this contract.

SEC. 2.03 OPERATIONAL REQUIREMENTS

(A) FLIGHT OPERATIONS

The Contractor shall conduct all operations in accordance with its approved operating specifications, all applicable provisions of 14 CFR Parts 91, 133, 135, and 137, and all certifications required under this ITB unless otherwise authorized in writing by the State.

The Contractor shall maintain a valid United States–Mexico–Canada certificate of origin for firefighting and/or forest fire management in accordance with FAA AC 00-60B.

(1) Security of Aircraft and Equipment

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

Whenever unattended, aircraft shall be physically secured and disabled using a dual-lock method. Anti-theft devices shall be appropriate to the aircraft, shall not create operational hazards, and shall be incorporated into pre-flight procedures.

Acceptable methods include, but are not limited to:

- Keyed magneto or starter switch
- Keyed master power switch
- Hidden battery cut-off switch
- Hidden start-relay switch
- Throttle or power-lever lock
- Mixture or fuel-lever lock
- Locking fuel cut-off
- Locking tie-down cable

Locking aircraft doors alone or reliance solely on fenced or gated parking areas is not acceptable.

Removal or disabling of locking devices shall be incorporated into pre-flight checklists and shall not interfere with flight operations.

(2) Passenger and Crew Manifests

The Pilot in Command (PIC) shall ensure a passenger and crew manifest is completed for each flight. A copy of the manifest shall remain at the point of initial departure. For multiple short flights within a defined geographic area, a consolidated manifest may be used to minimize administrative burden. The pilot shall cooperate with State personnel to complete manifests efficiently.

(3) Operational Restrictions

- Toe-in, single-skid, and step-out landings are prohibited.
- Smoking in the aircraft is prohibited.
- Flights with doors open or removed shall be conducted when requested by the State, provided the aircraft registration markings remain visible and unobstructed.

(4) Hazardous Materials

The State may require transportation of hazardous materials. The Contractor must be a “will carry” FAA hazardous materials operator and comply with DOI/USDA interagency aviation transport requirements. Required hazardous materials guidance shall be carried onboard during all contract operations. The Contractor shall ensure required employee training is completed and documented.

(B) PILOT AUTHORITY AND RESPONSIBILITY

The Pilot in Command is responsible for the safety of the aircraft, occupants, and cargo. The pilot shall comply with State direction except where such direction would violate Federal regulations, contract provisions, or safe operating practices.

The pilot shall:

- Not permit passengers or cargo onboard without authorization from the Contracting Officer or authorized representative;
- Compute weight and balance for each flight and ensure the aircraft does not exceed certificated limitations;
- Complete an accurate Interagency Load Calculation form prior to flight; and
- Utilize the helicopter to its maximum FAA-certificated limitations without exceeding any weight or balance restriction.

Vendor operating specifications shall permit efficient load calculations and cooperation with State personnel for field loading operations when required.

The assigned pilot may function as a mechanic when the aircraft is unavailable due to maintenance, provided the pilot meets mechanic qualification requirements. Time spent performing mechanic duties shall count toward duty and flight-time limitations as specified in this contract. A pilot functioning as a mechanic shall not perform scheduled maintenance inspections.

(C) SUBSTITUTION OF PERSONNEL

The Contractor may substitute aircraft or personnel during contract performance with prior State approval. All substitute aircraft and personnel must meet contract requirements and pass required inspections.

At the beginning of each contract period, pilots and State crewmembers shall conduct early-season flight training in accordance with State aviation policy.

The State may require similar training for replacement pilots. Required training shall not exceed two (2) hours of flight time and shall be provided at no additional cost to the State.

(D) DAY AND NIGHT USE

Helicopter operations under this contract are limited to daylight hours and Visual Flight Rules (VFR) conditions only.

Nighttime is defined as the period between the end of evening civil twilight and the beginning of morning civil twilight. During extended twilight operations, visibility must be sufficient to clearly distinguish a physical object at a distance of at least two (2) statute miles from the aircraft.

SEC. 2.04 PERSONNEL REQUIREMENTS

The Contractor shall provide qualified personnel necessary to safely and effectively perform the services required under this contract. At a minimum, the Contractor shall furnish one (1) qualified pilot and one (1) qualified mechanic assigned to the contract aircraft. The Contractor shall ensure that a qualified pilot and mechanic are available for contract operations seven (7) days per week, using relief personnel as needed to comply with duty-time and days-off requirements.

Personnel provided under this contract shall meet all qualifications, certifications, and experience requirements set forth herein and shall remain in compliance throughout the contract term.

(A) PILOT REQUIREMENTS

The assigned pilot shall:

1. Hold a valid FAA Commercial Pilot Certificate with Rotorcraft-Helicopter Rating;
2. Hold a current FAA Second Class Medical Certificate in accordance with 14 CFR Part 67;
3. Have successfully completed an FAA 135.293(a) and (b) check ride within the preceding twelve (12) calendar months in the category and class of aircraft offered;
4. Meet all minimum flight-hour requirements specified in this ITB;
5. Hold a valid USDA-FS or DOI-OAS Interagency Pilot Qualification Card with required endorsements for contract operations; and
6. Demonstrate proficiency in all mission types identified in this ITB, including but not limited to sling operations, bucket operations, longline, reconnaissance, and aerial ignition (PSD).

(I) GPS PROFICIENCY

Pilots shall demonstrate proficiency in the use of onboard Global Positioning System (GPS) equipment. At a minimum, the pilot must be capable of performing the following functions (an abbreviated checklist is acceptable):

- Determine geographic coordinates from a sectional aeronautical chart;
- Enter destination coordinates into the GPS unit;
- Obtain distance and bearing to a destination;
- Record waypoints while en route; and
- Navigate from present position to a selected waypoint or between waypoints.

(II) MINIMUM PILOT-IN-COMMAND FLIGHT EXPERIENCE

The assigned Pilot-in-Command (PIC) shall meet the following minimum flight-time requirements:

- 1,500 hours total helicopter flight time;
- 100 hours helicopter flight time within the preceding 12 months;
- 100 hours in the weight class of the helicopter offered (“12,500 pounds or less” or “more than 12,500 pounds”);
- 100 hours in turbine-powered helicopters;
- 50 hours in the make and model offered (may be reduced by 50% with documentation of manufacturer-approved ground school and flight check in the make/model/series);
- 10 hours in the make/model/series within the preceding 12 months;
- 10 hours in the make/model/series within the 30 days prior to seasonal contract start;
- 10 hours operating in terrain typical of interior Alaska in the make/model offered; and
- 200 hours in mountainous terrain, including pinnacle landings and approaches above 5,000 feet MSL in rugged environments.

(III) SPECIALIZED OPERATIONAL PROFICIENCY

Aerial ignition with Plastic Sphere Dispenser (PSD) is an operational requirement. Pilots shall provide written evidence of qualifications or pass an agency flight evaluation in the make and model offered, using Contractor-furnished aircraft, at no State expense.

Precision placement of external cargo and water is an operational requirement. Pilots shall be able to place cargo and/or water precisely where requested, within helicopter capabilities. Pilots shall provide written evidence of qualification to transport Class A and B external loads.

(IV) ADDITIONAL REQUIREMENTS

Flight hours shall be verified through certified pilot logbooks. Additional verification may be required at the discretion of the State.

The Contractor shall provide complete pilot qualification documentation to the Contracting Officer's Technical Representative (COTR) prior to contract start and upon request.

Each pilot may be required, at the COTR's discretion, to pass an agency flight-evaluation check in the make and model aircraft to be flown under this contract, at no cost to the State.

A relief pilot shall be provided to cover mandatory days off. Relief pilots must meet all contract qualification requirements. Provision of relief personnel shall be at no additional cost to the State unless otherwise specified.

(B) MECHANIC REQUIREMENTS

The Contractor shall provide a qualified mechanic assigned to the contract aircraft for the duration of the exclusive-use period.

The mechanic shall be physically present at the designated base whenever the aircraft is operating under this contract and shall be available to service, inspect, and repair the aircraft as necessary to maintain contract availability.

Due to mechanic duty-time limitations, the Contractor shall provide a qualified relief mechanic to cover mandatory days off at no additional cost to the State.

(I) CERTIFICATION REQUIREMENTS

The assigned mechanic shall:

- Hold a valid FAA Mechanic Certificate with both Airframe and Powerplant (A&P) ratings, or a Transport Canada equivalent certification; and
- Have held such certification for a minimum of twenty-four (24) months.

(II) EXPERIENCE REQUIREMENTS

The mechanic shall meet the following minimum experience requirements:

- At least twelve (12) of the preceding twenty-four (24) months actively engaged in aircraft maintenance as a certificated mechanic;
- At least twelve (12) months maintaining aircraft of the same category specified in this contract;
- At least twelve (12) months maintaining the same make and model of aircraft offered (completion of the manufacturer's maintenance course or an equivalent approved program satisfies this requirement); and
- Completion of at least one field-maintenance session on the same make and model under remote conditions. A field session is defined as a minimum of three (3) consecutive months operating away from the Contractor's primary maintenance base with minimal supervision.

(III) DOCUMENTATION

Prior to the initial inspection and contract start, the Contractor shall submit a completed mechanic qualification form (OAS-41 or equivalent documentation acceptable to the State) for each mechanic who will perform maintenance during the exclusive-use period.

(IV) AVAILABILITY REQUIREMENTS

The assigned mechanic shall:

- Be available within twenty (20) minutes of the designated base while the aircraft is in contract status; and
- Accompany the helicopter to alternate bases when directed by the State.

SEC. 2.05 SAFETY & PERSONAL PROTECTIVE EQUIPMENT (PPE)

The Contractor shall furnish all required personal protective equipment (PPE) necessary for safe performance of this contract. PPE may be inspected by the State at contract start, at any time during the exclusive-use period, and prior to each contract renewal.

At a minimum, the following PPE is required:

1. Aviation Protective Helmet

An aviator's protective helmet for the pilot equipped with a boom microphone and handset compatible with contract radio specifications. The helmet shall include a chinstrap and provide proper coverage of the head, ears, and temples.

Pilots shall wear approved helmets on all flights. Acceptable helmet models include SPH-3, SPH-4, SPH-4B, SPH-8, HGU-56, and HGU-84.

2. Protective Clothing

Long-sleeve shirt and trousers (or flight suit) constructed of fire-resistant polyamide, aramid, or equivalent material; IASG-compliant boots; and leather or polyamide gloves. Clothing shall overlap to prevent flash-burn exposure, and sleeves shall be secured to prevent snagging hazards.

3. Personal Flotation Device (PFD)

A personal flotation device shall be provided and worn during hovering flight operations over water (e.g., bucket dipping). PFDs shall be maintained in accordance with manufacturer instructions.

SEC. 2.06 DUTY TIME AND FLIGHT LIMITATIONS**(A) FLIGHT CREWMEMBER DUTY-TIME LIMITATIONS**

Flight crewmembers may be relieved from duty by the State for fatigue or other safety-related reasons prior to reaching maximum duty or flight-time limits.

Personnel shall remain on standby during hours stipulated by the State.

The first nine (9) hours of each day shall be considered normal standby hours. The State will establish and coordinate daily operational schedules with the pilot. Standard readiness requires lift-off within fifteen (15) minutes of dispatch notification unless otherwise directed.

The State may require a pilot and/or mechanic to remain on duty beyond the first nine hours to facilitate operational readiness. Extended standby or alert time beyond the base period is not separately compensable.

For purposes of this contract, duty time includes:

- All flight time;
- Ground duty of any kind;
- Standby or alert status; and
- Travel to and from duty stations or assigned bases exceeding twenty (20) minutes each way.

Local travel not exceeding twenty (20) minutes each way between lodging and the work site is not considered duty time.

Unless more restrictive State limitations are imposed, the following maximum duty limits apply:

- Fourteen (14) consecutive duty hours in any duty period;
- Two (2) separate twenty-four (24) hour off-duty periods during any fourteen (14) consecutive calendar days (applicable to primary and relief pilots); and
- Ten (10) consecutive hours of rest prior to any duty period, excluding pre- and post-flight activities.

(B) FLIGHT-TIME LIMITATIONS

All flight time, regardless of employer or location (except personal pleasure flying), shall be reported and counted toward contract flight-time limitations.

Flight time begins at lift-off and ends at touchdown and shall be recorded from the aircraft flight-hour meter.

Flight crewmembers shall not exceed eight (8) hours of flight time within any fourteen (14) hour duty period.

If a flight crewmember exceeds daily flight-time limitations, the following mandatory rest periods apply before accepting additional flight assignments:

- Eleven (11) hours of rest if exceeded by not more than thirty (30) minutes;
- Twelve (12) hours of rest if exceeded by more than thirty (30) but not more than sixty (60) minutes;
- Sixteen (16) hours of rest if exceeded by more than sixty (60) minutes.

Flight time shall not exceed forty-two (42) hours in any consecutive six (6) day period. When a pilot exceeds thirty-six (36) hours in any consecutive six-day period, the pilot shall receive the following twenty-four (24) hour period off duty.

The pilot is responsible for keeping the Helicopter Manager, Helibase Manager, or other authorized State representative informed of current flight and duty-time status.

(C) MECHANIC DUTY LIMITATIONS

Mechanics shall comply with the following duty-time limitations:

- A minimum of eight (8) consecutive hours off duty within any twenty-four (24) hour period immediately prior to beginning a duty day; and
- Two (2) full twenty-four (24) hour off-duty periods during any fourteen (14) consecutive calendar days. Off-duty periods need not be consecutive.

For mechanics, duty time includes:

- Availability or standby time;
- Work or alert status at any job site; and
- Travel to and from duty stations or assigned bases exceeding twenty (20) minutes each way.

The State may further restrict mechanic duty hours or remove a mechanic from duty for fatigue or safety concerns at its discretion.

The mechanic is responsible for informing the designated State representative of duty-time status and reporting qualifying travel time.

SEC. 2.07 AIRCRAFT REQUIREMENTS

The Contractor shall furnish one (1) medium helicopter meeting all aircraft requirements in this ITB, equipped with:

- Seating for 10 persons total (pilot plus nine passengers);
- Minimum continuous cruise speed of 100 knots at gross weight at sea level;
- External/jettisonable useful load sufficient to:
 - At 100 knots at 2,000 MSL and 70°F, with 1½ hours of fuel onboard, pick up on the hook a full bucket load of water;
- Range of at least 290 nautical miles at sea level; and
- Turbine power, minimum 1,400 shaft horsepower.

Aircraft such as Bell 212, Bell 212 HP, Bell 210, Bell 205A-1SD (++) EAGLE 212 SINGLE, and Bell 412 would normally meet these requirements when fully equipped in accordance with this ITB. The listing of example aircraft does not limit acceptable aircraft models, provided all minimum specifications are met.

(A) GENERAL CONDITION OF AIRCRAFT

The Contractor shall furnish an aircraft that is fully operable, properly maintained, and in good mechanical and cosmetic condition.

The aircraft and all associated equipment shall:

- Be free of damage and excessive wear;
- Be maintained in accordance with applicable Federal Aviation Regulations;
- Be free of fluid leaks except where permitted within manufacturer limitations; and
- Meet all airworthiness requirements in addition to the specifications set forth in this contract.

The Contracting Officer's Technical Representative (COTR) may request documentation verifying the acceptability of any component determined to be excessively worn or damaged, including manufacturer data, service-representative documentation, or FAA correspondence.

All windows and windshields shall be clean and free of scratches, cracks, crazing, distortion, or repairs that hinder visibility. Temporary repairs, including safety-wire lacing or stop-drilling of cracks, shall not be accepted as permanent repairs. Sliding doors must operate smoothly with rollers and tracks in good condition. Documentation may be required if door tracks exceed ten percent (10%) wear of original wall thickness.

The aircraft exterior, including paint, shall be clean and in good condition. Exterior components replaced during the contract period shall be refinished as necessary to maintain corrosion protection and professional appearance. Heat-damaged, flaking, or excessively faded paint on the tail boom shall be corrected as directed by the COTR.

(B) REQUIRED EQUIPMENT AND ACCESSORIES

The aircraft shall be equipped with the following items, properly installed and maintained:

(I) PUBLICATIONS AND SAFETY EQUIPMENT

- Current navigational publications, including the Alaska Supplement and sectional aeronautical charts (electronic format permitted on devices with screens \geq 8 inches);
- Aeronautical first-aid kit per Attachment 2;
- Survival kit per Attachment 2;
- Free-air temperature gauge;
- Fire extinguisher(s) meeting 14 CFR 135.155 requirements (minimum 1.5 lb, rated for B and C fires).

(II) RESTRAINT AND CABIN SAFETY SYSTEMS

- Individual lap belts and FAA/Transport Canada-approved shoulder harnesses for each occupant with single-point metal-to-metal quick release;
- Double-strap shoulder harness with locking inertia reel for each front-seat occupant;
- Cabin heater with windshield defogger;
- Personnel access steps where required.

(III) FLIGHT INSTRUMENTS AND CONTROLS

- Dual controls installed or installable within one (1) hour of request;
- Directional gyro, attitude indicator, rate-of-turn indicator, and vertical speed indicator for low-visibility flight;
- Flight meter or Hobbs meter activated by oil-pressure and collective switch (or equivalent) recording flight time only, readable from front observer seat;
- Additional hour meters clearly placarded “Not for Forestry Use.”

(IV) AIRFRAME AND PERFORMANCE CONFIGURATION

- High skid-type landing gear;
- Bear paws or tundra boards (skis not permitted);
- Engine air-intake filtering device or particle separator;
- Locking caps on all fuel ports;
- Auxiliary fuel tank (minimum 90 gallons) when required to meet 290 NM range requirement;
- High-visibility paint scheme on main rotor blades;
- White strobe light visible from above;
- Forward-facing Recognition Pulse Light System meeting contract specifications.

(V) EXTERNAL LOAD AND FIRE-SUPPRESSION EQUIPMENT

- Self-cocking, automatic-locking belly cargo hook with guarded electric and manual release;
- Convex mirror for sling-load observation;
- Remote cargo hook and longline system meeting load and certification requirements;
- Approved bubble window for vertical-reference operations;
- Guarded bucket-release switches mounted on collective;
- Two folding water/retardant buckets (minimum 320 gallons each), collapsible and stowable within aircraft, clearly marked with capacity and weight;
- External-load attaching hardware compliant with hook manufacturer requirements (no shackles as primary member unless specifically authorized);
- MS 310E-24-11S nine-pin connector for remote hook power;
- Power source and MS3112E-12-3S connector for State-furnished infrared imaging system.

Bucket capacity shall be adjusted to maximum allowable limits within aircraft performance specifications and shall not be reduced for pilot preference.

(VI) CARGO AND STORAGE CONFIGURATION

- Minimum 15-cubic-foot baggage compartment or approved external covered basket capable of accommodating 58-inch tools;
- Aft passenger cargo area equipped with restraint device or cargo bin preventing interference with passenger space or door operation.

(VII) IDENTIFICATION MARKINGS

- Two “FIRE” vinyl-tape decals, minimum 10-inch bold black lettering, placed in high-visibility locations on each side of the helicopter.

(VIII) REGULATORY COMPLIANCE

All installations, modifications, and equipment configurations shall comply with 14 CFR Part 43 and shall be FAA or Transport Canada approved, as applicable.

(C) PORTABLE FUEL-SERVICING EQUIPMENT

The Contractor shall provide portable fuel-servicing equipment suitable for remote operations, including:

- Portable fuel pump;
- Barrel stem and hoses;
- Filtration system meeting applicable IP effluent standards (Velcon Aquacon or equivalent);
- Minimum two spare filtration cartridges;
- Aircraft-compatible DC power supply for electric pumps.

Fuel-servicing equipment shall be maintained in accordance with manufacturer specifications and capable of supporting remote refueling operations.

SEC. 2.08 AVIONICS REQUIREMENTS**(A) GENERAL**

All avionics systems required under this contract shall be furnished, installed, maintained, and operated in accordance with manufacturer specifications and applicable FAA regulations.

(B) EMERGENCY LOCATOR SYSTEMS (ELT)

The aircraft shall be equipped with one of the following 406 MHz Emergency Locator Transmitter (ELT) configurations meeting TSO-C126:

1. A 406 Automatic Portable ELT (ELT/AP) or Automatic Fixed/Portable ELT (ELT AF/AP), installed in a conspicuously marked location within the cabin, readily accessible and removable in the event of an accident; or
2. A 406 Automatic Fixed ELT (ELT AF) requiring tools for removal, provided a handheld portable ELT/EPIRB is furnished and readily accessible to the Pilot in Command.

If a fixed primary antenna is installed, a portable antenna shall be attached to the ELT unit.

Unidirectional ELT antennas shall be installed with the arrow oriented 45 degrees downward from the helicopter’s forward direction of flight.

(C) COMMUNICATION SYSTEMS**(I) VHF-AM SYSTEMS**

The aircraft shall be equipped with:

- Two (2) VHF-AM airways transmitter/receiver systems (VHF-1 and VHF-2);
- Minimum 760 transmit/receive channels;
- Frequency range 118.000–136.975 MHz;
- Minimum 5 watts transmit carrier power;
- Weatherproof external broadband antennas mounted on the exterior of the aircraft.

(II) VHF-FM SYSTEM

The aircraft shall be equipped with:

- One (1) VHF-FM transceiver covering 150–174 MHz;
- Minimum 100 user-programmable channels in 2.5 kHz increments;
- Narrowband (12.5 kHz) compliance;
- P-25 digital capability;
- Minimum 10 watts carrier output power.

The system shall:

- Simultaneously monitor MAIN (150–174 MHz) and GUARD (168.625/168.825 MHz as specified);
- Encode 110.9 Hz tone on GUARD transmissions;
- Provide scan function for MAIN preset channels;
- Display transmitter and receiver frequency;
- Provide activation indicators for MAIN and GUARD.

Provision (rack and wiring harness/plug) for a State-furnished Technisonics 610/9100 ALMR transceiver shall be installed.

Controls shall be arranged to permit full operation by both pilot and observer without interference from cockpit structure or flight controls.

Two CTCSS tone encoders (minimum 32 selectable tones meeting EIA RS-220) shall be integral to the system.

(D) TRANSPONDER AND ALTITUDE REPORTING

The aircraft shall be equipped with:

- One ATC transponder system, Mode S capable or ADS-B Out compliant, meeting 14 CFR 91.215(a);
- Pressure altitude reporting system per 14 CFR 91.215(b);
- Encoder installed per AC 43-6A;
- Inspection and testing within 12 months prior to contract start;
- IFR static system and altimeter inspection every 24 calendar months per 14 CFR 91.411 and 14 CFR 43 Appendices E and F.

(E) AUTOMATED FLIGHT FOLLOWING (AFF)

The aircraft shall be equipped with an Automated Flight Following (AFF) system compatible with the government's Webtracker network.

The Contractor is solely responsible for ensuring system compatibility. Reference: <https://www.aff.gov/>

The AFF system shall:

- Be permanently mounted to the aircraft;
- Be powered by aircraft electrical system via dedicated circuit breaker;
- Utilize satellite communications;
- Use externally mounted antenna;
- Report position every two (2) minutes while in flight;
- Provide data to Webtracker;
- Be operational in all phases of flight.

Temporary wiring or cockpit-routed pigtailed are prohibited. All wiring shall be secured in accordance with AC 43.13.

The Contractor shall:

- Maintain subscription services for AFF tracking;
- Register equipment with the Boise Help Desk;
- Ensure accurate aircraft information in Webtracker;
- Notify the Boise Help Desk of system changes or outages;
- Perform operational check prior to annual inspection;
- Provide an additional AFF feed to Alaska DNR dispatch.

(F) SATELLITE COMMUNICATION SYSTEM (IRIDIUM)

The Contractor shall also furnish and install an **Iridium Satellite Phone system** integrated into the aircraft audio system for flight following when out of radio range, with:

- Cockpit-mounted handset or remote dialer accessible to both front-seat occupants;
- Integration with the aircraft audio/interphone system to allow at least both front-seat occupants to use the phone via headset (all occupants preferred);
- Capacity to pre-program at least six (6) phone numbers for quick in-flight selection;
- An approved TSO C-129a L-band antenna mounted on top of the fuselage; and
- Compatibility with, or integration into, the Automated Flight Following (AFF) system. Brief interruptions of AFF during phone calls are acceptable.

(G) GLOBAL POSITIONING SYSTEM (GPS)

The aircraft shall be equipped with a GPS unit that:

- May be handheld or panel-mounted aviation portable;
- Is mounted within the instrument panel for pilot and observer use;
- Utilizes an external aircraft-mounted antenna;
- Provides high-contrast display (LED, electroluminescent, or equivalent).

(H) AUDIO SYSTEMS

Separate audio control systems (which may be combined into a single unit) shall be provided for pilot and observer.

Each system shall allow:

- Independent receiver selection;
- Independent transmitter selection;
- Separate interphone and receiver audio level control.

(I) PUSH-TO-TALK (PTT)

Separate PTT switches shall be installed for:

- Pilot (mounted on cyclic control);
- Observer;
- Two aft cabin exit positions.

Activation of a PTT switch at one station shall not energize microphones at other stations.

(II) INTERPHONE SYSTEM

The interphone system shall:

- Serve pilot, observer, and four aft cabin positions (transmit required at two aft exit positions only);
- Mix interphone audio without muting receiver audio;
- Provide independent volume control at each position;
- Provide Hot Mike capability (VOX or switch activated);
- Provide sidetone audio.

Headset jacks shall not be paralleled and must include impedance matching networks.

(III) PUBLIC ADDRESS SYSTEM

The aircraft shall include an externally mounted public address (PA) system capable of:

- Transmitting verbal commands from observer/co-pilot position;
- Producing siren/wail/yelp tones.

Automotive or industrial speakers mounted to skid tubes are not acceptable.

(I) INSTALLATION AND MAINTENANCE STANDARDS

All avionics systems and installations shall:

- Comply with 14 CFR and applicable FAA regulations;
- Adhere strictly to AC 43.13-1A and AC 43.13-2A installation standards;
- Utilize certified, properly matched antennas;
- Be mounted in a manner that does not compromise occupant safety or energy-attenuating seat design.

SEC. 2.09 MAINTENANCE REQUIREMENTS**(A) GENERAL MAINTENANCE STANDARDS**

The aircraft shall be operated and maintained in accordance with:

- Manufacturer specifications;
- The Contractor's approved maintenance program; and
- All applicable Federal Aviation Regulations (FARs).

The Contractor shall provide transportation for support personnel and supplies to operating bases. State transportation may be made available on a space-available basis; however, no guarantee is made as to availability or frequency.

Any unscheduled maintenance event affecting airworthiness or mission capability shall be reported immediately to the COTR by the most expeditious means available.

Return to Contract Availability:

- The aircraft shall not be returned to contract availability without authorization from a State or authorized Federal COTR.
- The COTR may authorize return following phone consultation, written documentation review, field inspection, and/or maintenance test flight.
- State helicopter managers are not authorized to return aircraft to contract availability.

The Contractor shall provide direct contact information for the Director of Maintenance and assigned mechanics.

(B) INSPECTION AND FIELD SUPPORT

All maintenance, inspection, alteration, rebuilding, and installation shall be performed by persons authorized under 14 CFR 43.

The aircraft shall be maintained under the Contractor's 14 CFR 135 Certificate.

The Contractor shall ensure that a mechanic meeting contract qualification requirements inspects the aircraft in accordance with the approved maintenance program. Entries shall comply with 14 CFR 43.9.

The Contractor shall:

- Maintain field maintenance capability during extended high-use periods;
- Maintain adequate repair parts and special tools at the designated base or within 48 hours;
- Utilize properly rated facilities if subcontracting specialized maintenance.

(C) PREVENTATIVE MAINTENANCE

The pilot may perform preventative maintenance in accordance with 14 CFR 43.3(h). All maintenance must be recorded per 14 CFR 43.9.

Routine maintenance shall be performed before or after daily flight operations unless otherwise approved by the State.

(D) MAINTENANCE TEST FLIGHTS

A functional maintenance test flight shall be conducted at the Contractor's expense following:

- Installation, overhaul, or replacement of engine(s);
- Power train components;
- Rotor system components;
- Flight control systems; or
- When directed by the COTR.

The aircraft shall not resume contract service until completion of the required test flight and COTR authorization.

Any major repair, component change, or incident-related repair shall be immediately reported to the COTR.

(E) TIME BETWEEN OVERHAUL (TBO) & LIFE-LIMITED PARTS

All components shall be replaced upon reaching manufacturer TBO or FAA-approved extension limits.

Life-limited parts shall be replaced no later than:

- Eight (8) hours,
- Four (4) cycles, or
- One (1) calendar day

prior to published limitations.

At the beginning of each exclusive-use period:

- Engines, transmissions, rotor systems, and major rotating components shall have a minimum of 250 hours remaining until overhaul or retirement;
- Major inspections not typically completed overnight shall also have 250 hours remaining.

Approved TBO extension programs are acceptable only if:

1. The Contractor holds the extension authorization; and
2. The aircraft is operated in accordance with that authorization.

The Contractor shall provide a current list of all time-limited components including:

- Component name
- Part number
- Serial number
- Total time
- Service life
- Date of overhaul/replacement

Lists shall be updated monthly. "Field editing" of lists is permitted for no more than 30 calendar days before a new printout is generated.

Deferred discrepancies must comply with the approved Maintenance Program, MEL, and FAR 135.179. The COTR must be notified of all deferred repairs.

(F) AIRWORTHINESS DIRECTIVES (ADS) & MANDATORY SERVICE BULLETINS

All applicable FAA Airworthiness Directives and required Manufacturer Mandatory Service Bulletins shall be complied with prior to contract start and throughout contract performance.

A signed compliance list similar to AC 43-9B format shall be provided.

(G) WEIGHT AND BALANCE

Aircraft shall be weighed:

- Within 60 days prior to contract start;
- Within 24 months prior to renewal; and
- Following major repairs, alterations, or equipment changes affecting CG.

The COTR shall witness the initial contract weighing.

Weighing must be performed on scales certified within the preceding 24 months.

Weight and balance documentation shall include:

- Empty weight
- Internal and external gross weight
- Useful load
- Moment
- CG limits
- Equipment list
- Mechanic certification

The empty weight recorded on the Forestry aircraft approval card shall be used for load calculations.

Equipment lists must be revised upon any installation or removal of equipment.

(H) RECORDS AND MANUALS

All maintenance shall be recorded per 14 CFR 43, 91, and 91.417.

A current maintenance record copy shall be maintained at the designated or alternate base.

Procedures Manuals per 14 CFR 135.21 shall be provided upon request.

All maintenance deficiencies shall be corrected or properly deferred prior to contract start.

(I) TURBINE ENGINE POWER ASSURANCE CHECKS

A power assurance check shall be conducted:

- On the first day of contract operation; and
- At intervals not exceeding ten (10) flight hours thereafter.

Engines producing power below approved limits shall be removed from contract service until corrected.

SEC. 2.10 SERVICING REQUIREMENTS**(A) FUEL (DRY CONTRACT)**

This is a DRY contract. The State shall provide all fuel required for contract performance or reimburse the Contractor for authorized fuel purchases at actual cost, with no markup, upon submission of vendor receipts and documentation acceptable to the State.

The aircraft shall begin the contract period full of fuel (Contractor supplied) and shall end the contract full of fuel (State supplied).

Available fuel grades may include:

- Jet A
- Jet A-50
- Jet B
- JP-4
- JP-5
- JP-8

The Contractor shall use the grade available at the operating location.

The State will be reimbursed for any State-furnished fuel not used for State business.

(B) HOT FUELING

Hot fueling (engines running or rotors turning) is prohibited.

SEC. 2.11 BASE LOCATION & LIVING CONDITIONS

(A) OPERATING AREA AND DESIGNATED BASE

The work under this contract will be performed in the Southwest Area (SWS) of Alaska.

The designated base of operations for the helicopter is the **McGrath Area Fire Office, McGrath, Alaska** (the “designated base”). The exclusive-use period will begin and end at the designated base unless otherwise authorized in writing by the Contracting Officer.

As fire activity and operational needs dictate, the State may temporarily reassign the helicopter to secondary bases or incident locations within Alaska. Movements between the designated base and any secondary base will be at the direction of the State and compensated in accordance with the flight-rate provisions of this contract.

(B) LIVING CONDITIONS AT MCGRATH

McGrath is a remote Alaska community with limited commercial services. The Contractor is responsible for ensuring that pilots and mechanics assigned to this contract are willing and able to live and work in a remote, field-camp environment for extended periods.

1. State-Furnished Lodging and Meals at the Designated Base

- The State will furnish room and board for one pilot and one mechanic at or near the McGrath Area Fire Office.
- Lodging will generally be in rustic, dry-cabin–style housing (no on-site running water), with access to centralized shower and restroom facilities.
- Lodging will provide, at a minimum, heat, a bunk or bed, secure storage space for personal gear, and access to electricity and internet service suitable for normal administrative and personal use.
- Crews should expect a field-camp living environment consistent with wildland fire operations.

2. Field and Remote Assignments Away from McGrath

- When the aircraft is assigned away from the designated base, the State may provide meals, lodging, and transportation for the pilot, mechanic, and fuel-servicing personnel.
- If the State elects not to provide meals and/or lodging, the State will pay an allowance for each day or night crew members are required to remain away from the designated base. The allowance will consist of:
 - Actual lodging and vendor-provided transportation costs; and
 - Meals and Incidental Expenses (M&IE) in accordance with AAM 60 Travel for the geographic area, documented on the flight record form.

3. Transportation to and from McGrath

- Transportation of Contractor personnel and equipment to the designated base at the start of the exclusive-use period, and from the designated base at the end of the period, is the Contractor’s responsibility unless otherwise authorized in writing by the State.

SEC. 2.12 PAYMENT & AVAILABILITY**(A) CONTRACT TYPE, EXCLUSIVE-USE PERIOD, AND RATES**

This is an Exclusive Use, dry-rate contract.

1. Exclusive-Use Period

- The helicopter and pilot shall be available for the Exclusive Use of the State from approximately 10:00 a.m. May 10 through 6:00 p.m. August 7 each contract year (“exclusive-use period”).
- For subsequent years, the State will provide written notice of the start date at least 90 days before the exclusive-use period. The start date may be adjusted by mutual written agreement between the Contractor and Contracting Officer.

2. Option to Extend Exclusive-Use Period

- The State may extend the Exclusive Use period in seven-day blocks, for up to 42 additional calendar days (six weeks).
- The Contractor will receive at least 48 hours’ notice prior to any extension.
- Extensions are subject to the same terms, conditions, and rates as the base Exclusive Use period.

3. Guaranteed Availability and Rates

- The State guarantees 90 calendar days of exclusive-use availability per year.
- This is a DRY-RATE contract: fuel is provided or reimbursed separately as described in Section 2.10 (Servicing Requirements – Fuel).

(B) FLIGHT-TIME PAYMENT

1. Payment will be made only for authorized flight time in accordance with contract terms.
2. “Flight time” or “flying time” means the time from takeoff to landing, as recorded in local dispatch logs (manual or automated) indicating “time off” and “time on.”
3. Flight times shall be recorded daily on State Form 10-3133 and made available for audit upon request.
4. The State will not pay for flights primarily for the benefit of the Contractor, including but not limited to:
 - Maintenance test flights;
 - Ferry flights to and from maintenance facilities;
 - Proficiency or qualification flights (e.g., aerial firing qualification); or
 - Transportation of Contractor personnel or support equipment, except on a space-available basis on State-directed flights.

(C) AVAILABILITY PAYMENT AND UNAVAILABILITY

1. Availability will be paid at the applicable daily availability rate for each day within the exclusive-use period (including any extensions) that the aircraft, pilot, and mechanic are available and meet all contract specifications.
2. Services are unavailable whenever:
 - The aircraft is not airworthy;
 - The aircraft does not meet contract equipment specifications;
 - The pilot or mechanic does not meet qualification, duty-time, or medical requirements; or
 - The aircraft, pilot, or mechanic is otherwise not in a condition to perform.
3. If the aircraft is airworthy under all applicable FARs but fails to meet another equipment specification, the Contractor shall correct the discrepancy as soon as possible. If the discrepancy is not corrected within 48 hours, or in the case of willful violation of contract terms, the COTR may assess an additional penalty of \$1,000 per day until corrected.
4. For each hour or portion of an hour that service is unavailable, one-tenth (1/10) of the daily availability rate will be deducted, up to a maximum of ten-tenths (10/10ths) per day. Deductions shall be calculated in whole-hour increments, rounding up any partial hour.
5. During any period of unavailability, the State reserves the right to obtain similar services elsewhere and to charge the Contractor for any resulting excess costs.
6. Unavailability in excess of:
 - Three (3) full consecutive calendar days, or
 - Ten percent (10%) of one season's exclusive-use period,

may constitute grounds for **contract termination** for default or convenience, as determined by the State.

(D) PAYMENT FOR ADDITIONAL PERSONNEL

1. The State may, at its option, order an additional pilot or crew member on an intermittent basis to maximize use of the helicopter.
2. When ordered, and when provided by the Contractor and approved by the State, each additional crewmember will be paid a lump sum of \$500.00 per day for travel and workdays.
3. Reasonable transportation costs from point of hire and return may be paid by the State, subject to review and approval.
4. This provision does not apply to relief pilots or mechanics brought in by the Contractor to cover mandatory days off for the primary crew; relief personnel are at the Contractor's expense.

(E) REPLACEMENT OF HELICOPTER

1. If the contracted helicopter becomes inactive or unavailable for technical reasons, or is damaged beyond immediate repair, the Contractor shall furnish a replacement helicopter meeting all contract requirements.
2. Unavailability penalties will continue to apply until the replacement aircraft is accepted and available.
3. The State may also require replacement of an aircraft that, although technically airworthy, experiences excessive downtime or repeated failures that adversely impact operations.
4. Substitution of an aircraft is permitted only with prior State approval, and only when all contract minimum specifications are met. The rate paid for any approved substitute aircraft shall not exceed the rate established for the original contracted aircraft. The State reserves the right to reject any replacement aircraft that does not provide equivalent performance capability.

(F) INVOICING

1. The Contractor shall submit bi-weekly invoices for all availability and flight-time charges incurred during the exclusive-use period, including any approved extensions and additional-personnel charges.
2. Invoices shall be submitted to:

Department of Natural Resources
Division of Forestry & Fire Protection
101 Airport Road
Palmer, Alaska 99645
3. Invoices must include, at a minimum, contract number, aircraft tail number, period of performance, daily availability status, flight-time summaries, and any authorized additional-personnel charges.

SEC. 2.13 INSPECTIONS, CERTIFICATIONS & CONTRACT ADMINISTRATION**(A) PRE-AWARD INSPECTION**

1. Any aircraft offered under this ITB is subject to inspection and approval by the Contracting Officer's Technical Representative (COTR) prior to award. The aircraft must be available for inspection within ten (10) days of the Deadline for Responses, unless otherwise authorized in writing by the State.
2. Aircraft offered must have current operations specifications and meet all minimum specifications stated in this ITB as of the Deadline for Responses (bid closing date and time).
3. The aircraft shall be made available for inspection within the State of Alaska. If the Contractor elects to have the inspection performed outside Alaska, the Contractor shall pay all travel, lodging, and rental car costs, including the applicable federal per diem rate, for State personnel to conduct the inspection at the Contractor's specified location. The State may, at its sole option, waive a pre-award inspection if it has adequate knowledge and documentation of the aircraft offered.
4. Failure to schedule and complete the pre-award inspection within the required time frame may result in the State declaring the bidder non-responsive and rejecting the bid.

(B) PRE-SEASON (PRE-ANNUAL) START-UP INSPECTION

1. At the Contractor's expense, the aircraft shall be made available for pre-season inspection a minimum of seven (7) calendar days prior to the start of the exclusive-use period.
2. The pre-season inspection will be conducted at a location agreed upon by the State. If the inspection is conducted outside Alaska or at a location selected by the Contractor, the Contractor shall pay all travel, lodging, rental car, and per diem costs (up to the applicable federal per diem rate) for State personnel.
3. Performance tests, including but not limited to takeoff, landing, and tactical flying, may be conducted to verify that the aircraft and pilot meet contract specifications.
4. Pilot check rides may be required by the State and will not exceed two (2) hours of flight time for each pilot. Check rides shall be conducted in an aircraft of the same make and model as offered for this ITB.
5. Any inspection of additional aircraft or personnel after the initial pre-season inspection shall be at the Contractor's expense.
6. If re-inspection is necessary because the aircraft did not comply with contract specifications at the time of the initial inspection, the Contractor shall pay all costs incurred by the State for re-inspection, including transportation, per diem, and inspector overtime. The Contractor shall provide at least seventy-two (72) hours' advance notice when the aircraft is ready for re-inspection.

(C) OPERATIONAL INSPECTIONS

1. At any time during contract performance, the State may make, or cause to be made, such inspections and tests as it deems necessary to determine whether the aircraft, pilot(s), mechanic(s), and equipment continue to meet contract specifications.
2. If inspection or re-inspection reveals that the aircraft, pilot, mechanic, or equipment does not meet contract requirements, the Contractor will be deemed unavailable from the time of performance failure until the deficiency is corrected, and unavailability penalties shall apply in accordance with Section 2.12(C).
3. After the Contractor notifies the State that the deficiency has been corrected and provides any requested documentation, the State will inspect the aircraft or personnel as promptly as practicable. If the inspection confirms that the deficiency has been corrected, the Contractor will be deemed available from the time it provided notice and acceptable documentation.

(D) CERTIFICATION, REGISTRATION, AND AIRCRAFT AUTHORIZATION

1. At the time of any inspection, the aircraft must:
 - Be properly certificated and registered by the FAA or Transport Canada; and
 - Comply with all specifications set forth in this contract.
2. The aircraft must be inspected, approved, and carded by the DFFP Maintenance Inspector prior to use under this contract.
3. To carry federal passengers or be used for federal missions, the aircraft and pilots must also be approved by DOI/OAS and the U.S. Forest Service through a joint agreement or cooperator letter, as applicable.
4. If the aircraft meets all contract requirements following inspection, the COTR will issue an Aircraft Data Card authorizing use of the aircraft. The Aircraft Data Card shall remain with the aircraft throughout the exclusive-use period.

(E) CONTRACTOR CERTIFICATIONS

1. The Contractor shall hold a current FAA or Transport Canada Air Carrier Certificate. Copies of FAA Part 133, 135, and 137 certificates (or Transport Canada equivalents) shall be submitted with the bid. At a minimum, one (1) calendar year of experience in the make and model of helicopter offered is required.
2. As of the Deadline for Responses, the Contractor shall have operations specifications authorizing operations of the aircraft category and class and the conditions of flight required under this contract, including: rotorcraft; VFR-day; passenger; and cargo operations.
3. The Contractor's FAA Operations Specifications shall include "will carry" hazardous materials authorization and a valid United States–Mexico–Canada certificate of origin for firefighting and/or forest management in accordance with FAA AC 00-60B.
4. This United States–Mexico–Canada authorization is required because Alaska participates in the Northwest Compact international agreement for sharing wildland firefighting resources among U.S. states and Canadian provinces. Helicopters under this contract may be moved to Canada for fire operations. This requirement cannot be waived.
5. Unless otherwise authorized in writing by the Contracting Officer, aircraft shall be operated and maintained under 14 CFR Part 135 and listed on the aircraft list required by 14 CFR 135.63.
6. The Contractor must be certificated under:
 - 14 CFR Part 133 – Rotorcraft External-Load Operations; and
 - 14 CFR Part 137 – Agricultural Aircraft Operations.
7. The aircraft offered shall have an FAA Standard Airworthiness Certificate or Transport Canada Certificate of Airworthiness. All equipment installations shall be FAA-approved for U.S.-registered aircraft or Transport Canada-approved for Canadian-registered aircraft.
8. All aircraft and pilots used under this contract shall remain in good standing with all required certificates, ratings, approvals, and cards for the duration of the contract.

(F) UNSATISFACTORY PILOT OR MECHANIC PERFORMANCE

1. The State reserves the right to require replacement of any pilot or mechanic whose performance is determined to be unsatisfactory. Factors may include, but are not limited to: operational performance, adherence to safety procedures, physical fitness, adaptability to field living conditions, or overall suitability for wildland fire operations.
2. If the State determines that a pilot or mechanic is unsatisfactory, the aircraft may be grounded at the option of the Contracting Officer, COTR, COR, Helicopter Manager, or the DFFP Chief of Aviation.
3. When replacement is requested, the Contractor will be notified in writing of the reasons and shall take immediate steps to replace the individual with a fully qualified substitute.
4. Brief illness or minor injury (e.g., colds, flu, minor cuts or burns) is not, by itself, cause for dismissal unless it impairs safe project completion.
5. If the helicopter is grounded because a pilot or mechanic is determined to be unsatisfactory, availability penalties will be assessed in accordance with Section 2.12(C).
6. Failure of a pilot to respond in a timely manner to alerts or dispatches may be grounds for removal from the contract and replacement within twenty-four (24) hours.

(G) ACCIDENT AND INCIDENT REPORTING

The Contractor shall, within seventy-two (72) hours, provide the State with a written record of any accident or incident arising in the course of contract work and shall maintain such records for the duration of the contract. The Contractor shall cooperate fully in any investigation and provide any records, logs, or documentation requested by the State or appropriate investigative authority. Diligent compliance with applicable federal and state safety regulations is required to protect life, health, and property during contract performance.

(H) ORAL AND WRITTEN STATEMENTS

No oral statement of any person shall modify, add to, or otherwise affect the terms, conditions, or specifications of this ITB or the resulting contract. Any changes to this ITB or the contract must be made in writing and issued by the DFFP Procurement Officer.

(I) ORDER OF PRECEDENCE – TECHNICAL SPECIFICATIONS

If inconsistencies exist within the technical specifications, the following order of precedence shall apply:

1. Typed provisions of these specifications;
2. State of Alaska supplements incorporated by reference;
3. Applicable portions of 14 CFR incorporated by reference;
4. Aircraft manufacturer's specifications; and
5. Other documents incorporated by reference.

(J) CONTRACT DOCUMENTS

The Contractor shall maintain a complete copy of the contract and all modifications in the contract aircraft throughout contract performance. Contract documents shall be readily available for review by State representatives.

SEC. 2.14 CONTRACT TERM

The length of the contract will be from the date of award for approximately five (5) years, with the option to renew for one (1) additional five (5) year term under the same terms and conditions as the original contract. Renewals will be exercised at the sole discretion of the state.

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. 2.15 CONTRACT TYPE

This contract is a Firm Fixed Price contract.

SEC. 2.16 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. 2.17 ELECTRONIC PAYMENTS

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

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

SEC. 2.18 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. 2.19 CONTRACT PERFORMANCE LOCATION

The location(s) the work is to be performed, completed, and managed will be primarily at the McGrath Fire Base but will be used at other locations around the state, as needed.

The state **WILL** provide workspace for the contractor.

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. 2.20 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. 2.21 SUBCONTRACTORS

Subcontractors will not be allowed.

SEC. 2.22 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 2.23 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. 2.24 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. 2.25 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. 2.26 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. 2.27 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. 2.28 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. 2.29 ESTIMATED QUANTITIES

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

SEC. 2.30 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. 2.31 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. 2.32 INSURANCE

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

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

Proof of insurance is required for the following:

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

SECTION 3. BID FORMAT AND CONTENT

SEC. 3.01 BID FORMS

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

BIDDER'S CERTIFICATION

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

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the state and federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government and certifies that programs, services, and activities provided to the general public on behalf of the State under a contract resulting from this solicitation comply with the Americans with Disabilities Act of 1990, 28 CFR, Part 35, Subpart B 35.130;
- E. all terms and conditions set out in this ITB;
- F. the price(s) submitted was arrived at independently arrived and without collusion, under penalty of perjury; and
- G. that the bid will remain open and valid for at least 90 days.

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

CONFLICT OF INTEREST

Each bid shall include a statement indicating whether the company or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to **consider a bid non-responsive and reject it** or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the bidder.

SEC. 3.02 PRICES

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

SECTION 4. EVALUATION AND CONTRACTOR SELECTION

SEC. 4.01 EVALUATION OF BIDS

After bid opening, the procurement officer will evaluate the bids for responsiveness 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(I)
- Alaska Products Preference - AS 36.30.332
- Recycled Products Preference - AS 36.30.337
- Local Agriculture and Fisheries Products Preference - AS 36.15.050
- Employment Program Preference - AS 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)

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

SEC. 4.03 ALASKA BIDDER PREFERENCE

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

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

In a project financed by state money in which the use of timber, lumber and manufactured lumber is required, only timber, lumber and manufactured lumber products originating in this state from Alaska forests shall be used unless the use of those products has been determined to be impractical, in accordance with AS 36.15.010 and AS 36.30.322.

SEC. 4.07 LOCAL AGRICULTURAL AND FISHERIES PRODUCT PREFERENCE

When agricultural, dairy, timber, lumber, or fisheries products are purchased using state money, a seven percent (7%) preference shall be applied to the price of the products harvested in Alaska, or in the case of fisheries products, the products harvested or processed within the jurisdiction of Alaska, in accordance with AS 36.15.050.

SEC. 4.08 ALASKA PRODUCT PREFERENCE

A bidder that designates the use of an Alaska Product which meets the requirements of the ITB specifications and is designated as a Class I, Class II, or Class III Alaska Product by the Department of Community & Economic Development (DCCED) may receive a preference in the bid evaluation in accordance with AS 36.30.332 and 3 AAC 92.010.

To qualify for the preference, the product must have received certification from DCCED, be listed in the current published edition of the Alaska Products Preference List, and the bidder must provide the qualified product on a 100% basis. There are no provisions under Alaska Statutes or Regulations that allow for a product exchanges/substitutions or permit the product to be co-mingled with other products. Rather, AS 36.30.330 provides for a penalty for failing to use the designated Alaska products.

Products are classified in one of three categories:

- Class I products receive a 3% preference.
- Class II products receive a 5% preference.
- Class III products receive a 7% preference.

When the bids are evaluated, the preference percentage will be deducted from the product price. If a bidder fails to specify the brand being offered, no preference will be given. For more information on the Alaska Product Preference and to see the list of products currently on the Alaska Product Preference List, use the following web link:

<https://www.commerce.alaska.gov/web/dcra/AlaskaProductPreferenceProgram.aspx>

Brand Offered

If offering a product that qualifies for the Alaska Product Preference, the bidder must indicate the brand of product they intent to provide. If a bidder is not offering a product that qualifies for the Alaska Product Preference, the bidder does not need to indicate a product brand.

Brand of Product Changes

During the course of the contract including all renewal options, a contractor that offered a product that qualified for the Alaska Product Preference wishes to change the product brand, the contractor must first provide a written request, along with evidence that the replacement brand also qualifies for the Alaska Product Preference, for approval by the procurement officer. A contract amendment must be issued by the procurement officer to authorize the change.

If a bidder offers a product brand in the original bid that does not qualify for the Alaska Product Preference, a change in the product brand may be made at any time during the course of the contract, including all renewals, as long as the product band continues to meet the required specifications. A contract amendment is not required if the product brand originally offered did not qualify for the Alaska Product Preference.

SEC. 4.09 EMPLOYMENT PROGRAM PREFERENCE

If a bidder qualifies for the Alaska Bidder Preference and is offering goods or services through an employment program as defined under AS 36.30.990(12), an Employment Program Preference of 15% will be applied to the total bid price.

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

SEC. 4.10 ALASKANS WITH DISABILITIES PREFERENCE

If a bidder qualifies for the Alaska Bidder Preference and is a qualifying entity as defined in AS 36.30.321(d), an Alaskans with Disabilities Preference of 10% will be applied to the total bid price.

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

SEC. 4.11 PREFERENCE QUALIFICATION LETTER

Regarding the Employment Program Preference and the Alaskans with Disabilities Preference, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists companies who qualify for those preferences. As evidence of a company's right to the preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences, a bidder must be on the appropriate Division of Vocational Rehabilitation list at the time the bid is opened and must attach a copy of their certification letter to their bid. The bidder's failure to provide this certification letter with their bid will cause the state to disallow the preference.

SEC. 4.12 EXTENSION OF PRICES

In case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the lot prices will govern.

SEC. 4.13 METHOD OF AWARD

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

SEC. 4.14 NOTICE OF INTENT TO AWARD

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

SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 5.01 INFORMAL DEBRIEFING

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

SEC. 5.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, a bidder must hold a valid Alaska business license. However, to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran Preference and Alaskans with Disabilities Preference, a bidder must hold a valid Alaska business license prior to the deadline for receipt of bids. Bidders should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the bidder possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license,
- certification on the bid that the bidder has a valid Alaska business license and has included the license number in the bid,
- a canceled check for the Alaska business license fee,
- a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office, or
- a sworn and notarized statement that the bidder has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time bids are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by Alaska Department of Revenue.

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

SEC. 5.03 AUTHORITY

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

SEC. 5.04 COMPLIANCE

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

SEC. 5.05 SUITABLE MATERIALS, ETC.

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

SEC. 5.06 SPECIFICATIONS

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

SEC. 5.07 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. 5.08 CONTRACTOR SITE INSPECTION

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

SEC. 5.09 ORDER DOCUMENTS

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

SEC. 5.10 HUMAN TRAFFICKING

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

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

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

SEC. 5.11 RIGHT OF REJECTION

Bidders must comply with all the terms of the ITB, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any bid that does not comply with all the material and substantial terms, conditions, and performance requirements of the ITB.

Bidders may not qualify the bid nor restrict the rights of the state. If a bidder does so, the procurement officer may determine the bid to be a non-responsive counteroffer and the bid may be rejected.

Minor informalities that:

- do not affect responsiveness,
- are merely a matter of form or format,
- do not change the relative standing or otherwise prejudice other bidders,
- do not change the meaning or scope of the ITB,
- are trivial, negligible, or immaterial in nature,
- do not reflect a material change in the work, or
- do not constitute a substantial reservation against a requirement or provision,

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it is determined to be in the state's best interest. **A bid from a debarred or suspended bidder shall be rejected.**

SEC. 5.12 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

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

SEC. 5.13 DISCLOSURE OF BID CONTENTS

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. 5.14 ASSIGNMENTS

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

SEC. 5.15 FORCE MAJEURE (IMPOSSIBILITY TO PERFORM)

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

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

SEC. 5.16 DEFAULT

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

SEC. 5.17 DISPUTES

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

SEC. 5.18 SEVERABILITY

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

SEC. 5.19 CONTRACT CANCELLATION

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

SEC. 5.20 GOVERNING LAW; FORUM SELECTION

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

SEC. 5.21 QUALIFIED BIDDERS

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

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

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

SEC. 5.22 FEDERALLY IMPOSED TARIFFS

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

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

SEC. 5.23 PROTEST

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

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

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of bids.

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

If a bidder wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within ten days after the date the Notice of Intent to Award the contract is issued.

A protester must have submitted a bid to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- the name, address, and telephone number of the protester,
- the signature of the protester or the protester's representative,
- identification of the contracting agency and the solicitation or contract at issue,
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents, and
- the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

The procurement officer will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All bidders will be notified of any protest. The review of protests, decisions of the procurement officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

SECTION 6. ATTACHMENTS

- 1) Bid Schedule
- 2) First Aid and Survival Kit Requirements
- 3) Standard Contract Form for Goods and Non-Professional Services – Appendix A
- 4) Certification Regarding Federal Debarment
- 5) BYRD Anti-Lobbying Amendment Certification

SEC. 6.01 BID SCHEDULE

Bidders are to submit their bid using this Bid Schedule. Bid prices are to remain firm for the duration of the contract and are to include all costs associated with providing required services, including, but not limited to, direct expenses, payroll, supplies, equipment, overhead, and profit. The Total Evaluated Contract Cost shown on this form will be used for evaluation and award purposes under this ITB.

The State guarantees 90 calendar days Exclusive Use (availability) per year.

The State estimates 100 flight hours per year for evaluation purposes only. Actual flight hours may be greater or less than this estimate. The Contractor recognizes that the State may require more flying hours than the amount cited and agrees to fly additional hours at the same bid flight-hour rate.

This is a DRY-RATE contract. Fuel will be provided or reimbursed separately in accordance with the ITB.

For evaluation, the State will calculate the Evaluated Cost for each year as:

$(\text{Daily Availability Rate} \times 90 \text{ days}) + (\text{Flight-Hour Rate} \times 100 \text{ hours})$

The combined sum of all evaluated years will be used to determine the Total Evaluated Contract Cost.

(A) HELICOPTER BID PRICE

YEAR ONE

Availability Rate Per Day	\$ _____	X90	Days of Exclusive Use =	\$ _____
Flight-hour Rate (Dry)	\$ _____	X100	Hours (Estimated) =	\$ _____
Year 1 Total Evaluated Cost				\$ _____

YEAR TWO

Availability Rate Per Day	\$ _____	X90	Days of Exclusive Use =	\$ _____
Flight-hour Rate (Dry)	\$ _____	X100	Hours (Estimated) =	\$ _____
Year 2 Total Evaluated Cost				\$ _____

YEAR THREE

Availability Rate Per Day	\$ _____	X90	Days of Exclusive Use =	\$ _____
Flight-hour Rate (Dry)	\$ _____	X100	Hours (Estimated) =	\$ _____
Year 3 Total Evaluated Cost				\$ _____

EXCLUSIVE USE HELICOPTER SERVICES FOR SOUTHWEST AREA

YEAR FOUR

Availability Rate Per Day \$ _____ X90 Days of Exclusive Use = \$ _____

Flight-hour Rate (Dry) \$ _____ X100 Hours (Estimated) = \$ _____

Year 4 Total Evaluated Cost \$ _____

YEAR FIVE

Availability Rate Per Day \$ _____ X90 Days Exclusive Use = \$ _____

Flight-hour Rate (Dry) \$ _____ X100 Hours (Estimated) = \$ _____

Year 5 Total Evaluated Cost \$ _____

(Five Years) Total Evaluated Contract Cost = \$ _____

(B) HELICOPTER DATA

HELICOPTER MAKE: _____ MODEL NO.: _____

ENGINE MAKE: _____ HORSEPOWER: _____

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

LIST OF ANY MODIFICATIONS: _____
 (USE ADDITIONAL PAGES AS-NEEDED)

DATE OF MANUFACTURE: _____ PAYLOAD: _____

FUEL CAPACITY: _____ FUEL CONSUMPTION: _____

RANGE/AIRSPEED: _____ WORKING RANGE: _____

FAA LICENSE NO.: _____ LAST FAA INSPECTION: _____

HOURS SINCE LAST ENGINE OVERHAUL: _____ HOURS SINCE LAST AIRFRAME OVERHAUL: _____

EXCLUSIVE USE HELICOPTER SERVICES FOR SOUTHWEST AREA

OWNERS VALUATION

AT TIME OF BID: _____

HELICOPTER AVAILABLE FOR

INSPECTION AT (LOCATION): _____

POINT OF CONTACT: _____

TELEPHONE NO.: _____

(C) QUESTIONNAIRE

C.1	Does the helicopter/bidder meet all specifications and requirements set forth in the ITB?	<input type="checkbox"/> Yes <input type="checkbox"/> No
C.2	Does the bidder certify that it qualifies for and is claiming the Alaska Bidder Preference pursuant to AS 36.30.321 and AS 36.30.990	<input type="checkbox"/> Yes <input type="checkbox"/> No
C.3	Does the bidder acknowledge that the designated base of operations is McGrath, Alaska, a remote community with limited commercial services, and certify that it is fully capable and willing to provide aircraft, pilot, and mechanic services under the remote living and operational conditions described in Section 2.11?	<input type="checkbox"/> Yes <input type="checkbox"/> No

(D) BIDDER INFORMATION AND CERTIFICATION

By signing below, the Bidder certifies under penalty of perjury that:

1. The rates submitted in this Bid Schedule, including daily availability and flight-hour rates, are firm, fixed, and inclusive of all costs required to perform the services described in ITB 2026-1000-0256, including but not limited to personnel, maintenance, equipment, insurance, overhead, administrative expenses, and profit, except as expressly permitted in the ITB.
2. The Bidder has completed all applicable sections of this Bid Schedule and provided all required aircraft, pilot, and mechanic information necessary for evaluation.
3. The Bidder has reviewed and agrees to comply with all terms and conditions of the ITB, including but not limited to exclusive-use requirements, duty-time and flight-time limitations, aircraft and avionics specifications, inspection requirements, unavailability provisions, and payment terms.
4. The helicopter, pilot(s), and mechanic proposed meet all minimum specifications and qualification requirements set forth in the ITB and will be available for inspection as required.
5. The Bidder acknowledges that the designated base of operations is McGrath, Alaska, a remote community with limited commercial services, and certifies that it is fully capable and willing to perform under the remote living and operational conditions described in Section 2.11.
6. The Bidder is authorized to bind the company to the pricing, certifications, and representations made herein.

The Bidder understands that failure to comply with the material requirements of the ITB may result in the bid being deemed non-responsive.

EXCLUSIVE USE HELICOPTER SERVICES FOR SOUTHWEST AREA

D.1	<i>Company Name:</i>
D.2	<i>Alaska Business License No.:</i>
D.3	<i>Physical Address:</i>
D.4	<i>Mailing Address:</i>
D.5	<i>Phone Number:</i>
D.6	<i>Email Address:</i>
D.7	<i>Authorized Representative Name:</i>
D.8	<i>Authorized Representative Signature:</i>
D.9	<i>Date Bid Scheduled Signed:</i>

SEC. 6.02 FIRST AID AND SURVIVAL KIT REQUIREMENTS

(A) GENERAL REQUIREMENTS

All required first aid and survival equipment shall:

- Be carried onboard aircraft at all times during contract operations.
- Be contained in dust-proof and moisture-resistant containers.
- Be readily accessible to the pilot and passengers.
- Be maintained in serviceable condition.
- Be inspected prior to the start of each exclusive use period and upon request by the COTR.
- Be replaced immediately if used, expired, or damaged.

(B) MINIMUM FIRST AID KIT REQUIREMENTS

The First Aid Kit shall meet or exceed the quantities listed below based on passenger seating capacity.

(I) QUANTITY TABLE

ITEM	0-9 PASSENGER SEATS	10-50 PASSENGER SEATS
Adhesive bandage strips (3")	8	16
Antiseptic or alcohol wipes (packets)	10	20
4" sterile compress bandages	2	4
4" x 5 yd roller gauze	2	4
1" x 5 yd adhesive tape (standard roll)	1	2
Bandage scissors	1	1
Body Fluid Barrier Kit (see below)	1	1

(II) BODY FLUID BARRIER KIT (MINIMUM CONTENTS)

Each aircraft shall carry one (1) Body Fluid Barrier Kit containing at minimum:

- Two (2) pairs medical-grade gloves (latex or nitrile)
- One (1) face shield
- One (1) mouth-to-mouth barrier device
- One (1) protective gown
- Two (2) antiseptic towelettes
- One (1) biohazard disposal bag

Splints are recommended if space permits.

(C) MINIMUM ALASKA AIRCRAFT SURVIVAL KIT REQUIREMENTS

Because this contract supports operations in remote environments across Alaska, survival kits must support sustained survival in austere conditions.

The Survival Kit shall contain, at minimum, the following:

(I) SIGNALING & RESCUE EQUIPMENT

- Signal mirror
- Six (6) signal flares
- Laser rescue light
- Whistle
- Candles

(II) SHELTER & PERSONAL PROTECTION

- One (1) space blanket per occupant
- One (1) mosquito head net per occupant
- Insect repellent containing minimum 40% DEET (recommended one per occupant)

(III) WATER & FOOD

- One (1) quart of water per occupant
Water is not required when operating exclusively over areas with adequate potable water availability.
- One-week emergency rations per occupant (commercial survival rations acceptable)
- Water purification tablets
- Collapsible water bag

(IV) TOOLS & UTILITY

- Knife
- Nylon rope or parachute cord (minimum 50 feet)
- Axe or hatchet
- Small gill net and assortment of fishing tackle (hooks, line, sinkers, etc.)

(V) FIRE & HEATING

- Magnesium fire starter or equivalent
- Waterproof matches (minimum two containers)
- Candles (multi-use)

(D) INSPECTION & ACCEPTANCE

The COTR may inspect first aid and survival kits:

- During pre-award inspection
- During pre-season inspection
- At any time during contract performance

Kits that are incomplete, expired, unserviceable, or improperly stored shall render the aircraft unavailable until corrected.

(E) STORAGE & ACCESSIBILITY

Survival equipment shall:

- Be secured against movement in flight
- Not obstruct emergency exits
- Be accessible in the event of an emergency landing

(F) COMPLIANCE

These requirements represent minimum equipment standards. The Contractor may exceed these requirements but may not reduce them.

Failure to maintain required equipment shall constitute unavailability under Section 2.12.

STATE OF ALASKA					
STANDARD CONTRACT FORM			GOODS AND NON-PROFESSIONAL SERVICES		
The parties' contract comprises this Standard Contract Form as well as its referenced Articles and their associated Appendices					
1.Contract #		2.Contract Title			
3.VSS Vendor #		4.IRIS Transaction ID #		5.AK Business License #	
This contract is between the State of Alaska,					
6.Department of		7.Division		hereafter the State, and	
8.Contractor				hereafter the Contractor	
9.Mailing Address: Street or P.O. Box					
City		State		Zip Code+4	
Point of Contact:			Email Address		
10.					
<p>ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Contract</p> <p>2.1: Appendix A (General Conditions), Items 1 through 20, govern contract performance.</p> <p>2.2: Appendix B sets forth the indemnification and insurance provisions of this contract.</p> <p>2.3: Appendix C sets forth the scope of work/services to be performed by the Contractor.</p> <p>ARTICLE 3. Period of Performance: The Period of Performance for this contract begins on ?????????? and ends on ??????????. There are ??? renewal options available under this contract to be exercised solely by the state.</p> <p>ARTICLE 4. Consideration:</p> <p>4.1: In full consideration of the Contractor's performance under this contract, the State shall pay the Contractor a sum not to exceed: \$???????????? in accordance with the provisions of Appendix D.</p> <p>4.2: When billing the State, the Contractor shall refer to the Agency Contract Number and send the billing to:</p>					
11.Department of		Attn:		Division of	
Mailing Address: Street of P.O. Box					
City		State		Zip Code+4	
Point of Contact			Email Address		
12. CONTRACTOR			13. CONTRACTING AGENCY		
Name of Firm:			Department		Division
Signature of Authorized Representative			Signature of Procurement Officer		
Printed or Typed Name of Authorized Representative			Printed or Typed Name of Procurement Officer		
Date			Date		

NOTICE! This contract has no effect until signed by the head of the contracting agency, procurement officer or designee.

APPENDIX A GENERAL CONDITIONS

1. Inspections and Reports:

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

2. Suitable Materials, etc.:

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

3. Disputes:

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

4. Default:

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

5. No Assignment or Delegation:

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

6. Contract Disclosure:

Except as otherwise protected by law, this contract and any amendment is a public record subject to disclosure under, for example, the Alaska Public Records Act. The contractor does not assert that any information in the contract is protected under federal or State of Alaska law.

7. No Additional Work or Material:

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

8. Independent Contractor:

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

9. Payment of Taxes:

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

10. Compliance:

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

11. Conflicting Provisions:

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

12. Officials Not to Benefit:

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

13. Contract Prices:

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

14. Contract Funding:

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

15. Force Majeure:

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

16. Contract Extension:

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

17. Severability:

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

18. Continuing Obligation of Contractor:

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

19. Termination.

- a. The Procurement Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the Contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.
- b. The Procurement Officer may also, by written notice, terminate this contract under Administrative Order 352 if the contractor supports or participates in a boycott of the State of Israel.

20. Governing Law; Forum Selection

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



**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name _____

Date _____

By _____

Name and Title of Authorized Representative

Signature of Authorized Representative

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. 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 the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant 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 department or agency entering into this transaction.
7. The prospective primary participant 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," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. 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 ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. 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.
10. Except for transactions authorized under paragraph 6 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 department or agency may terminate this transaction for cause or default.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY: (type or print)

TITLE:

(signature)

(date)