

# G. B. AERIAL APPLICATIONS, INC



STATE OF NEBRASKA  
Single Engine Air Tankers (SEAT)  
Solicitation # 123501 O5

OFFEROR: G. B. Aerial Applications, Inc  
SAM.gov CAGE CODE: 3EVL7

CONTRACT NEGOTIATOR:  
DAIN GUETERSLOH  
PO BOX 39  
SLATON, TX 79364  
CELL # (806) 535-8560  
EMAIL: [GUETER718@GMAIL.COM](mailto:GUETER718@GMAIL.COM)

# G. B. AERIAL APPLICATIONS, INC



STATE OF NEBRASKA  
Single Engine Air Tankers (SEAT)  
Solicitation # 123501 O5

## SECTION 1 CORPORATE OVERVIEW



P.O. Box 39, Slaton, TX. 79364



P: (806) 828-6701



ADMIN@GBAINC.COM



F: (806) 300-8498

To Whom It May Concern,

G.B. Applications, Inc. (GBAA), established in 1993, is pleased to submit our qualifications for your consideration. GBAA was awarded its first government contract in 1994 and expanded into Aerial Wildland Firefighting operations in 1999. Since that time, we have continuously maintained federal contracts with the U.S. Department of the Interior, providing safe, reliable, and professional aviation services.

Our flight and ground personnel uphold the highest standards of training and certification. All GBAA pilots maintain current NAFA and OAS carding. Our ground support team members all hold valid Commercial Driver's Licenses (CDLs). In addition, GBAA conducts comprehensive annual training for all staff, supplemented by ongoing training updates throughout the year to ensure exceptional readiness and operational safety.

G.B. Applications, Inc. has also consistently led the way in adopting and implementing mission-critical technologies that enhance safety, coordination, and effectiveness. GBAA was the first federal aerial firefighting contractor to install two (2) FM radios in all aircraft, significantly improving communication and interoperability on incidents. GBAA was also the first contractor to install the FRDS Gen III gate with telemetry, providing enhanced drop accuracy and real-time data to support incident command decision-making. In addition, GBAA is currently the only company operating both AFF and Spidertracks platforms on all aircraft, ensuring robust, redundant flight tracking and situational awareness for our agency partners.

Further demonstrating our commitment to innovation, GBAA was the first to implement infrared information systems in our operations, improving detection, mapping, and tactical decision-making on wildland incidents. GBAA has also equipped all aircraft with the BLAZETAMER380™ foam injection system, enhancing retardant performance, coverage, and effectiveness in support of your agency's suppression objectives.

Should GBAA be selected for contract award, we will promptly provide all required staff credentials, certifications, and supporting documentation as requested.

For administrative or business-related inquiries, please contact:

Tawnya Tidwell, Business Administrator

Email: [Admin@gbainc.com](mailto:Admin@gbainc.com)

Phone: (806) 828-6701

For contracting or operational questions, please contact:

Dain Guetersloh, Owner

Email: [gueter718@gmail.com](mailto:gueter718@gmail.com)

Phone: (806) 535-8560

We appreciate your consideration and look forward to the opportunity to support your agency's mission.

Sincerely,

Signed by:

D7EE1D0E1DDE470...

Dain Guetersloh

Owner

G.B. Applications, Inc. (GBAA) respectfully submits the following corporate overview as part of our response to the solicitation:

## **1. Bidder Identification and Information**

- **Full Legal Name:** G.B. Aerial Applications, Inc. (GBAA)
- **Headquarters Address:** 12106 FM 400, Hangar #10, Slaton, Texas 79364
- **Entity Organization:** Corporation
- **State of Incorporation:** Texas
- **Year of Organization:** 1993
- **Changes to Organization:** No changes; name and form of organization remain as initially organized.

## **2. Financial Statements**

- Non-applicable; GBAA is a privately held corporation.
- There are no judgments, pending or expected litigation, or financial reversals known to affect our viability or stability.

## **3. Change of Ownership**

- Non-applicable; no change in ownership is anticipated within the next twelve (12) months.

## **4. Office Location**

- **Office Address:** 12106 FM 400, Hangar #10, Slaton, TX 79364
- **Mailing Address:** PO Box 39, Slaton, TX 79364

## **5. Relationships with the State**

- GBAA has not contracted with the State of Nebraska in the past five (5) years.

## **6. Bidder's Employee Relations to the State**

- No conflicts of interest exist.

## **7. Contract Performance**

- All contracts awarded since 1994 have been completed successfully. With no terminations for default, convenience or other reasons.

## **8. Summary of Corporate Experience**

- GBAA has consistently maintained and executed federal contracts since 1994, demonstrating ongoing capability, stability, and commitment to service.

## **9. Proposed Personnel and Management Approach**

- **Team Leadership:** Dain Guetersloh will oversee day-to-day operations, coordinate with State points of contact, and ensure adherence to schedule, budget, and quality standards.
- Key personnel will be identified upon contract award, including leadership, interface, support functions, and reporting relationships.

## **10. Subcontractors**

- No subcontractors are utilized for this project.

## **11. Administrative and Contact Information**

- **Primary Contract Correspondence:** Dain Guetersloh, Owner | Email: gueter718@gmail.com | Phone: (806) 535-8560
- **Administrative Duties:** Tawnya Tidwell, Business Administrator | Email: Admin@gbaainc.com | Phone: (806) 828-6701

G.B. Aerial Applications, Inc. appreciates the opportunity to submit this corporate overview and looks forward to the possibility of supporting the State of Nebraska with professionalism, reliability, and excellence.

Sincerely,

**Dain Guetersloh**

Owner



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/3/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT	
	NAME:	McGriff Insurance Services
McGriff, A Marsh & McLennan Agency LLC Company 3209 McKnight Crossing Texarkana, TX 75503		PHONE (A/C, No. Ext): 903-336-6400 FAX (A/C, No):
E-MAIL ADDRESS: Texarkana@mcgriff.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: New Hampshire Insurance Company		23841
INSURER B: Starr Indemnity & Liability Company		38318
INSURER C: Certain Underwriter @ Lloyds London		24127
INSURER D: National Union Fire Ins Co Pittsburgh PA		19445
INSURER E:		
INSURER F:		

## COVERAGES

CERTIFICATE NUMBER: 88130869

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$	
	CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
							MED EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$	
	OTHER:							\$	
A	AUTOMOBILE LIABILITY			01CA0442516522	10/30/2025	10/30/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	✓ ANY AUTO						BODILY INJURY (Per person)	\$	
	OWNED AUTOS ONLY	<input type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$	
	Hired AUTOS ONLY	<input type="checkbox"/>	NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident)	\$	
							Comp/Coll \$1000 Ded	\$	
D	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	CLAIMS-MADE	29UD0199206662 Over Auto Liability	10/30/2025	10/30/2026	EACH OCCURRENCE	\$ 1,000,000	
	EXCESS LIAB <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>					AGGREGATE	\$ 1,000,000	
	DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/>						\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N	N / A	1001242618	6/6/2025	6/6/2026	✓ PER STATUTE	OTHE-	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/>					E.L. EACH ACCIDENT	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
C	Transportation Pollution Liability			ENP000520706	10/30/2025	10/30/2026	\$ 1,000,000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

For Insurance Verification  
G.B. Aerial Applications, Inc.  
PO Box 39  
Slaton TX 79364

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Scott Thomason

© 1988-2015 ACORD CORPORATION. All rights reserved.

# USAIG Certificate of Insurance

This is to certify to: The State of Montana  
The Department of Natural Resources and Conservation (DNRC)

whose address is: 2705 Spurgin Road  
Missoula, MT 59804

that: G.B. Aerial Applications, Inc.

whose address is: PO Box 39  
Slaton, Texas 79364

is at this date insured with one or more of the several participating companies of the United States Aircraft Insurance Group, for the Limits of Coverage stated below, at the following locations: Airport premises located at Slaton County F98 and Yoakum Airport F49, and any premises incidental to the operations of G.B. Aerial Applications, Inc..

## Descriptive Schedule of Coverages

1997 Air Tractor AT-802A, N828GB; 2000 Air Tractor AT-802A, N803MA;  
2007 Air Tractor AT-802A, N802GB; 2016 Air Tractor AT-802A, N802CG;  
2014 Air Tractor AT-802A, N3070E; 1988 Air Tractor AT-502, N1066Y

Kind of Insurance	Policy Number	Policy Term	Limits of Coverage		
			Each Person	Each Occurrence	Aggregate
<b>AIRCRAFT LIABILITY</b> Combined Liability Coverage for bodily injury (except to passengers) and property damage	400AC-57366	February 23, 2025 - February 23, 2026		\$ 2,000,000	
<b>AERIAL APPLICATOR'S COVERAGE includes Restricted Chemical Coverage</b>					
<b>AIRCRAFT LIABILITY</b> Combined Liability Coverage for bodily injury (except to passengers) and property damage	400AC-57366	February 23, 2025 - February 23, 2026		\$ 300,000	\$ 900,000
<b>AERIAL APPLICATOR'S PREMISES</b>					
<b>LIABILITY COVERAGE</b> Combined Liability Coverage for bodily injury and property damage	400AC-57366	February 23, 2025 - February 23, 2026		\$ 1,000,000	\$ 1,000,000
Property Damage Deductible				\$ 1,000	

With respect to this aircraft, coverage provides Restricted Chemical Coverage ("RC") subject to the conditions and exclusions of the policy.

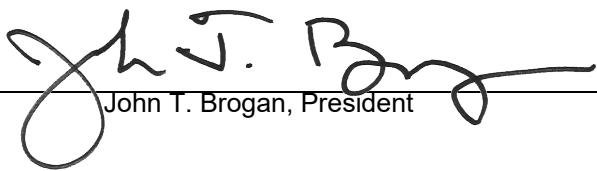
## Please see the attached endorsement(s).

This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein regardless of any terms or conditions set forth in any other contract, document or agreement.

## UNITED STATES AVIATION UNDERWRITERS, INC., *Aviation Managers*

Address: 125 Broad Street, 6th Floor, New York, NY 10004

By \_\_\_\_\_



John T. Brogan, President

date: March 7, 2025

## **USAIG All-Clear**

### **Additional Insured(s)**

The "Who's covered" section of your policy, under "Your Liability Coverage," shall include **The State of Montana; The Department of Natural Resources and Conservation (DNRC)**, but only for claims of bodily injury, mental anguish or property damage and specifically excluding claims for personal injury that result from your ownership, maintenance or use of airport premises.

The "Who's covered" section of your policy, under "Your Liability Coverage," shall include **The State of Montana; The Department of Natural Resources and Conservation (DNRC)**, but only for claims of bodily injury, mental anguish or property damage and specifically excluding claims for personal injury while the insured aircraft is being operated by the "Policyholder."

---

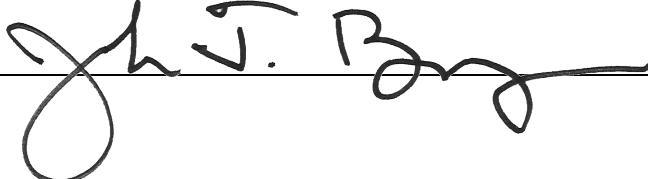
This endorsement does not change any of your coverage except as stated above. It is effective on the date and hour shown below, local Standard Time at the "Policyholder's" address.

Policy Issued to: **G.B. Aerial Applications, Inc.**

<b>TBD</b>	<b>400AC-57366</b>	<b>February 23, 2025 at 12:01 A.M.</b>
Endorsement No.	Policy No.	Date and hour endorsement takes effect

Approved: **United States Aviation Underwriters, Inc., Aviation Managers**

By \_\_\_\_\_



328-0306

(360/400)

# USAIG Certificate of Insurance

This is to certify to: State of Minnesota, Department of Transportation  
whose address is: 222 E. Plato Blvd.  
Saint Paul, MN 55107  
that: G.B. Aerial Applications, Inc.  
whose address is: PO Box 39  
Slaton, Texas 79364

is at this date insured with one or more of the several participating companies of the United States Aircraft Insurance Group, for the Limits of Coverage stated below, at the following locations: Airport premises located at Slaton County F98 and Yoakum Airport F49, and any premises incidental to the operations of G.B. Aerial Applications, Inc..

## Descriptive Schedule of Coverages

1997 Air Tractor AT-802A, N828GB; 2000 Air Tractor AT-802A, N803MA;  
2007 Air Tractor AT-802A, N802GB; 2016 Air Tractor AT-802A, N802CG;  
2014 Air Tractor AT-802A, N3070E; 1988 Air Tractor AT-502, N1066Y

Kind of Insurance	Policy Number	Policy Term	Limits of Coverage		
			Each Person	Each Occurrence	Aggregate
<b>AIRCRAFT LIABILITY</b> Combined Liability Coverage for bodily injury (except to passengers) and property damage	400AC-57366	February 23, 2025 - February 23, 2026		\$ 2,000,000	
<b>AERIAL APPLICATOR'S COVERAGE includes Restricted Chemical Coverage</b>					
<b>AIRCRAFT LIABILITY</b> Combined Liability Coverage for bodily injury (except to passengers) and property damage	400AC-57366	February 23, 2025 - February 23, 2026		\$ 300,000	\$ 900,000
<b>AERIAL APPLICATOR'S PREMISES</b>					
<b>LIABILITY COVERAGE</b> Combined Liability Coverage for bodily injury and property damage	400AC-57366	February 23, 2025 - February 23, 2026		\$ 1,000,000	\$ 1,000,000
Property Damage Deductible				\$ 1,000	

With respect to this aircraft, coverage provides Restricted Chemical Coverage ("RC") subject to the conditions and exclusions of the policy.

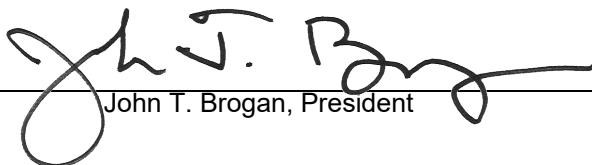
Please see the attached endorsement(s).

This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein regardless of any terms or conditions set forth in any other contract, document or agreement.

**UNITED STATES AVIATION UNDERWRITERS, INC., Aviation Managers**

Address: 125 Broad Street, 6th Floor, New York, NY 10004

By \_\_\_\_\_



John T. Brogan, President

date: March 7, 2025

# **USAIG All-Clear**

## **Notice of Cancellation**

If we or the Aviation Managers make a material change or cancel your policy for any reason other than nonpayment of premium, we agree to give five (5) days notice before the cancellation date, or the material change becomes effective, to the following person(s) or organization(s):

**State of Minnesota, Department of Transportation**  
222 E. Plato Blvd.  
Saint Paul, MN 55107

However, the "Cancellation" provisions stated above shall not be less than the required statutory limits.

---

This endorsement does not change any of your coverage except as stated above. It is effective on the date and hour shown below, local Standard Time at the "Policyholder's" address.

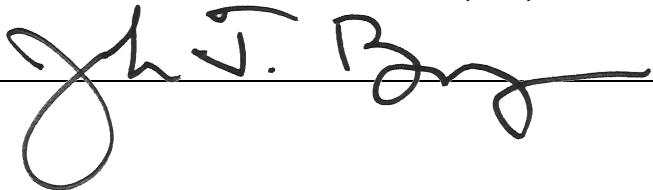
Policy Issued to: **G.B. Aerial Applications, Inc.**

<b>TBD</b>	<b>400AC-57366</b>	<b>February 23, 2025 at 12:01 A.M.</b>
Endorsement No.	Policy No.	Date and hour endorsement takes effect

Approved: **United States Aviation Underwriters, Inc., Aviation Managers**

By \_\_\_\_\_

368-0817



(360/400)

# USAIG Certificate of Insurance

This is to certify to: The State of Minnesota, MN Department of Natural Resources  
whose address is: 1201 E. Highway 2  
Grand Rapids, MN 55744  
that: G.B. Aerial Applications, Inc.  
whose address is: PO Box 39  
Slaton, Texas 79364

is at this date insured with one or more of the several participating companies of the United States Aircraft Insurance Group, for the Limits of Coverage stated below, at the following locations: Airport premises located at Slaton County F98 and Yoakum Airport F49, and any premises incidental to the operations of G.B. Aerial Applications, Inc..

## Descriptive Schedule of Coverages

1997 Air Tractor AT-802A, N828GB; 2000 Air Tractor AT-802A, N803MA;  
2007 Air Tractor AT-802A, N802GB; 2016 Air Tractor AT-802A, N802CG;  
2014 Air Tractor AT-802A, N3070E; 1988 Air Tractor AT-502, N1066Y

Kind of Insurance	Policy Number	Policy Term	Limits of Coverage		
			Each Person	Each Occurrence	Aggregate
<b>AIRCRAFT LIABILITY</b> Combined Liability Coverage for bodily injury (except to passengers) and property damage	400AC-57366	February 23, 2025 - February 23, 2026		\$ 2,000,000	
<b>AERIAL APPLICATOR'S COVERAGE includes Restricted Chemical Coverage</b>					
<b>AIRCRAFT LIABILITY</b> Combined Liability Coverage for bodily injury (except to passengers) and property damage	400AC-57366	February 23, 2025 - February 23, 2026		\$ 300,000	\$ 900,000
<b>AERIAL APPLICATOR'S PREMISES</b>					
<b>LIABILITY COVERAGE</b> Combined Liability Coverage for bodily injury and property damage	400AC-57366	February 23, 2025 - February 23, 2026		\$ 1,000,000	\$ 1,000,000
Property Damage Deductible				\$ 1,000	

With respect to this aircraft, coverage provides Restricted Chemical Coverage ("RC") subject to the conditions and exclusions of the policy.

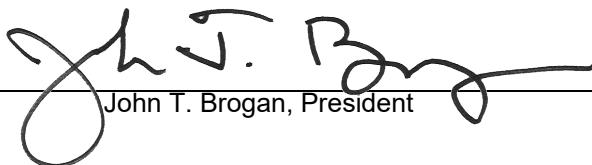
Please see the attached endorsement(s).

This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein regardless of any terms or conditions set forth in any other contract, document or agreement.

**UNITED STATES AVIATION UNDERWRITERS, INC., Aviation Managers**

Address: 125 Broad Street, 6th Floor, New York, NY 10004

By \_\_\_\_\_



John T. Brogan, President

date: March 7, 2025

# **USAIG All-Clear**

## **Additional Insured(s)/Notice of Cancellation**

The "Who's covered" section of your policy, under "Your Liability Coverage," shall include **the State of Minnesota, MN Department of Natural Resources**, but only for claims of bodily injury, mental anguish or property damage and specifically excluding claims for personal injury while the insured aircraft is being operated by the "Policyholder."

If we or the Aviation Managers make a material change or cancel your policy for any reason other than nonpayment of premium, we agree to give five (5) days notice before the cancellation date, or the material change becomes effective, to the following person(s) or organization(s):

**The State of Minnesota, MN Department of Natural Resources**  
**1201 E. Highway 2**  
**Grand Rapids, MN 55744**

However, the "Cancellation" provisions stated above shall not be less than the required statutory limits.

---

This endorsement does not change any of your coverage except as stated above. It is effective on the date and hour shown below, local Standard Time at the "Policyholder's" address.

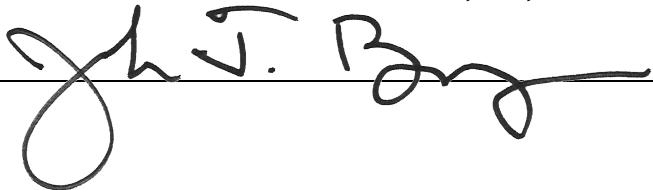
Policy Issued to: **G.B. Aerial Applications, Inc.**

<b>TBD</b>	<b>400AC-57366</b>	<b>February 23, 2025 at 12:01 A.M.</b>
Endorsement No.	Policy No.	Date and hour endorsement takes effect

Approved: **United States Aviation Underwriters, Inc., Aviation Managers**

By \_\_\_\_\_

368-0817



(360/400)

# USAIG Certificate of Insurance

This is to certify to: New Mexico Department of Agriculture  
whose address is: P.O. Box 30005  
Las Cruces, NM 88003  
that: G.B. Aerial Applications, Inc.  
whose address is: PO Box 39  
Slaton, Texas 79364

is at this date insured with one or more of the several participating companies of the United States Aircraft Insurance Group, for the Limits of Coverage stated below, at the following locations: Airport premises located at Slaton County F98 and Yoakum Airport F49, and any premises incidental to the operations of G.B. Aerial Applications, Inc..

## Descriptive Schedule of Coverages

1997 Air Tractor AT-802A, N828GB; 2000 Air Tractor AT-802A, N803MA;  
2007 Air Tractor AT-802A, N802GB; 2016 Air Tractor AT-802A, N802CG;  
2014 Air Tractor AT-802A, N3070E; 1988 Air Tractor AT-502, N1066Y

Kind of Insurance	Policy Number	Policy Term	Limits of Coverage		
			Each Person	Each Occurrence	Aggregate
<b>AIRCRAFT LIABILITY</b> Combined Liability Coverage for bodily injury (except to passengers) and property damage	400AC-57366	February 23, 2025 - February 23, 2026		\$ 2,000,000	
<b>AERIAL APPLICATOR'S COVERAGE includes Restricted Chemical Coverage</b>					
<b>AIRCRAFT LIABILITY</b> Combined Liability Coverage for bodily injury (except to passengers) and property damage	400AC-57366	February 23, 2025 - February 23, 2026		\$ 300,000	\$ 900,000
<b>AERIAL APPLICATOR'S PREMISES</b>					
<b>LIABILITY COVERAGE</b> Combined Liability Coverage for bodily injury and property damage	400AC-57366	February 23, 2025 - February 23, 2026		\$ 1,000,000	\$ 1,000,000
Property Damage Deductible				\$ 1,000	

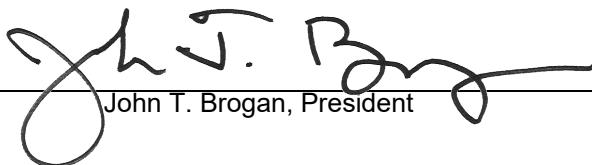
With respect to this aircraft, coverage provides Restricted Chemical Coverage ("RC") subject to the conditions and exclusions of the policy.

This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein regardless of any terms or conditions set forth in any other contract, document or agreement.

## UNITED STATES AVIATION UNDERWRITERS, INC., Aviation Managers

Address: 125 Broad Street, 6th Floor, New York, NY 10004

By \_\_\_\_\_



John T. Brogan, President

date: March 7, 2025

# USAIG Certificate of Insurance

This is to certify to: US Department of the Interior Bureau of Land Management  
whose address is: Attn: Tine Yound  
300 E. Mallard Drive, Suite 200  
Boise, ID 83706  
that: G.B. Aerial Applications, Inc.  
whose address is: PO Box 39  
Slaton, Texas 79364

is at this date insured with one or more of the several participating companies of the United States Aircraft Insurance Group, for the Limits of Coverage stated below, at the following locations: Airport premises located at Slaton County F98 and Yoakum Airport F49, and any premises incidental to the operations of G.B. Aerial Applications, Inc..

## Descriptive Schedule of Coverages

1997 Air Tractor AT-802A, N828GB; 2000 Air Tractor AT-802A, N803MA;  
2007 Air Tractor AT-802A, N802GB; 2016 Air Tractor AT-802A, N802CG;  
2014 Air Tractor AT-802A, N3070E; 1988 Air Tractor AT-502, N1066Y

Kind of Insurance	Policy Number	Policy Term	Limits of Coverage		
			Each Person	Each Occurrence	Aggregate
<b>AIRCRAFT LIABILITY</b> Combined Liability Coverage for bodily injury (except to passengers) and property damage	400AC-57366	February 23, 2025 - February 23, 2026		\$ 2,000,000	
<b>AERIAL APPLICATOR'S COVERAGE includes Restricted Chemical Coverage</b>					
<b>AIRCRAFT LIABILITY</b> Combined Liability Coverage for bodily injury (except to passengers) and property damage	400AC-57366	February 23, 2025 - February 23, 2026		\$ 300,000	\$ 900,000
<b>AERIAL APPLICATOR'S PREMISES</b>					
<b>LIABILITY COVERAGE</b> Combined Liability Coverage for bodily injury and property damage	400AC-57366	February 23, 2025 - February 23, 2026		\$ 1,000,000	\$ 1,000,000
Property Damage Deductible				\$ 1,000	

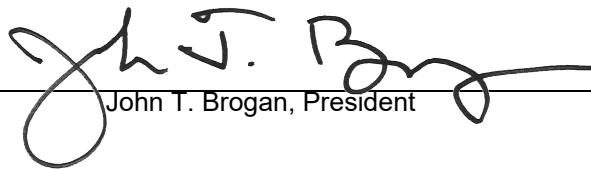
With respect to this aircraft, coverage provides Restricted Chemical Coverage ("RC") subject to the conditions and exclusions of the policy.

This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein regardless of any terms or conditions set forth in any other contract, document or agreement.

## UNITED STATES AVIATION UNDERWRITERS, INC., *Aviation Managers*

Address: 125 Broad Street, 6th Floor, New York, NY 10004

By \_\_\_\_\_



John T. Brogan, President

date: March 7, 2025

# USAIG Certificate of Insurance

This is to certify to: WI Department of Natural Resources  
whose address is: Attn: Konrad K. Plachetta, FN/1  
101 S Webster Street  
PO Box 7921  
Madison, WI 53703  
that: G.B. Aerial Applications, Inc.  
whose address is: PO Box 39  
Slaton, Texas 79364

is at this date insured with one or more of the several participating companies of the United States Aircraft Insurance Group, for the Limits of Coverage stated below, at the following locations: Airport premises located at Slaton County F98 and Yoakum Airport F49, and any premises incidental to the operations of G.B. Aerial Applications, Inc..

## Descriptive Schedule of Coverages

1997 Air Tractor AT-802A, N828GB; 2000 Air Tractor AT-802A, N803MA;  
2007 Air Tractor AT-802A, N802GB; 2016 Air Tractor AT-802A, N802CG;  
2014 Air Tractor AT-802A, N3070E; 1988 Air Tractor AT-502, N1066Y

Kind of Insurance	Policy Number	Policy Term	Limits of Coverage		
			Each Person	Each Occurrence	Aggregate
<b>AIRCRAFT LIABILITY</b> Combined Liability Coverage for bodily injury (except to passengers) and property damage	400AC-57366	February 23, 2025 - February 23, 2026		\$ 2,000,000	
<b>AERIAL APPLICATOR'S COVERAGE includes Restricted Chemical Coverage</b>					
<b>AIRCRAFT LIABILITY</b> Combined Liability Coverage for bodily injury (except to passengers) and property damage	400AC-57366	February 23, 2025 - February 23, 2026		\$ 300,000	\$ 900,000
<b>AERIAL APPLICATOR'S PREMISES</b>					
<b>LIABILITY COVERAGE</b> Combined Liability Coverage for bodily injury and property damage	400AC-57366	February 23, 2025 - February 23, 2026		\$ 1,000,000	\$ 1,000,000
Property Damage Deductible				\$ 1,000	

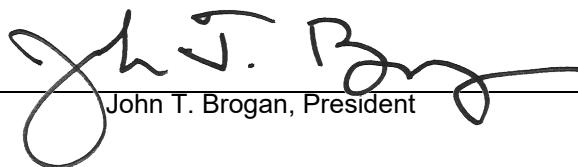
With respect to this aircraft, coverage provides Restricted Chemical Coverage ("RC") subject to the conditions and exclusions of the policy.

This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein regardless of any terms or conditions set forth in any other contract, document or agreement.

## UNITED STATES AVIATION UNDERWRITERS, INC., Aviation Managers

Address: 125 Broad Street, 6th Floor, New York, NY 10004

By \_\_\_\_\_



John T. Brogan, President

date: March 7, 2025

# G. B. AERIAL APPLICATIONS, INC



STATE OF NEBRASKA  
Single Engine Air Tankers (SEAT)  
Solicitation # 123501 O5

## SECTION 2 TECHNICAL RESPONSE

**4 - Describe bidder's approach to providing SEAT service to the State of Nebraska**

G.B. Aerial Applications, Inc. (GBAA) is committed to delivering Safe, Efficient, Accurate, and Timely service to the State of Nebraska through a program rooted in strong personnel credentials, rigorous training, and continuous improvement across flight and ground operations. Our flight personnel maintain current NAFA credentials and OAS carding, ensuring adherence to recognized industry safety and proficiency standards, while all ground support team members hold valid Commercial Driver's Licenses appropriate to their roles. GBAA conducts comprehensive annual in-house training for every employee and provides ongoing, targeted updates throughout the year to address regulatory changes, equipment updates, and field operation learnings, with competency assessments and auditable documentation to verify proficiency. Safety is embedded in our culture through proactive risk management, incident reporting, and corrective actions, and we maintain disciplined crew scheduling with redundancy to ensure continuity of service.

**5 - Describe what bidder's capacity is, i.e., 1 SEAT or multiple SEAT available to the State of Nebraska.**

GBAA has the capacity to provide multiple SEATs for the State of Nebraska. Currently, we hold a federal CWN contract, which ensures that our entire fleet is available for exclusive use by Nebraska customers. All units are maintained to be 100% mission-ready and prepared for immediate deployment upon request. This readiness enables rapid mobilization, scalable staffing, and flexible allocation to meet Nebraska's SEAT requirements across varying mission profiles, timelines, and geographic locations.

**6 - Describe bidder's approach to availability to the State of Nebraska during the fire season.**

G.B. Aerial Applications, Inc. (GBAA) has the capacity to provide multiple SEATs for the State of Nebraska and is prepared to meet peak fire-season demand. Our federal CWN contract ensures that our entire fleet is available for exclusive use by Nebraska, with all units maintained at 100% mission readiness for immediate deployment upon request. This arrangement enables rapid mobilization, scalable staffing, and flexible allocation to address Nebraska's fire-season SEAT needs across diverse mission profiles, timelines, and geographic locations. Additionally, we maintain proactive scheduling to ensure timely availability, transparent communication, and coordination with state agencies throughout the fire season.

**7 - Describe bidder's capacity to provide crew relief and rotation.**

G.B. Aerial Applications, Inc. (GBAA) maintains an adequately staffed, scalable crew structure that enables timely crew relief and rotation to meet Nebraska's mission needs. Our workforce is organized to sustain continuous operations without disruption, with trained pilots and support personnel readily available to step in as relief or rotate through assignments. This staffing model supports efficient, reliable execution of missions while ensuring safety, adherence to scheduling requirements, and seamless continuity of service across varying periods of activity.

**8. Describe any innovative approaches bidder has initiated with other contracts or services.**

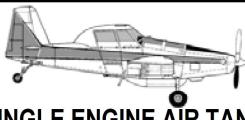
G.B. Aerial Applications, Inc. (GBAA) has a proven track record of introducing mission-critical technologies to enhance safety, coordination, and effectiveness across contracts. Notably, GBAA was an early adopter among federal aerial firefighting contractors, installing two FM radios in every aircraft to improve communication and interoperability on incidents. The fleet also features FRDS Gen III gate telemetry, delivering enhanced drop accuracy and real-time data to inform incident command decisions. Additionally, GBAA uniquely operates both AFF and Spidertracks platforms on all aircraft, providing robust flight tracking and situational awareness for agency partners. Our innovations extend to infrared information systems, which improve detection, mapping, and tactical decision-making on wildland incidents, and to equipping all aircraft with the BLAZETAMER380 foam injection system to boost retardant performance, coverage, and effectiveness in support of suppression objectives. These initiatives underscore our commitment to advancing capability and safety in service delivery.



# N3070E ~ T879

Included:

- OAS-36D SEAT Data Card
- FAA Certificate of Aircraft Registration
- Special Airworthiness Certificate
- Type 3 Aircraft Information Form
- Type 3 Aircraft Questionnaire
- Current Aircraft Status Sheet
- Weight & Balance Report

OAS-36D 03/2014		 <p><b>SINGLE ENGINE AIR TANKER (SEAT) DATA CARD</b></p>				
OFFICE OF AVIATION SERVICES						
OPERATOR	G.B. Aerial, Inc.			AIRCRAFT DATA CARD EXPIRES: <b>04/30/2026</b>		
ADDRESS	P.O. Box 39 Slaton, TX 79364			OAS-68 CONTROL NO.: <b> </b>		
PHONE NO.	(806) 828-6701	FAX	CONTRACT #	ITEM #	TYPE	Expire
P.O.C:	D. Guetersloh	PHONE:	140D0424D0069	OC SEAT	Base <b>SLATON</b>	
COMPANY EMAIL:	admin@gbaainc.com					
MAKE, MODEL AND SERIES <b>Air Tractor AT-802A</b>				REGISTRATION NO. / TANKER NO. <b>N 3070E</b>		
MFG. SERIAL NO. <b>802A-0551</b>				HOBBS / TACH READING <b>1158.1 /</b>		
TYPE AIRWORTHINESS CERTIFICATE: <b>Restricted</b>				OAS CONTACT: <b>D. FOWLER</b> PH: (770) 598-2298 FAX		
CONTRACT CAPACITY: <b>800</b>				HOT REFUELING (INITIAL): <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
GATE/DOOR SYSTEM TYPE: <b>FRDS GEN III w/TELEMETRY</b>				TANKER # <b>879</b>		
GATE / DOOR SYSTEM TYPE: <b>INLINE: DF TRANSVERSE: </b>				<b>(INITIAL ALL BLOCKS)</b>		
Inspected By: /S/	<b>K. DALE FOWLER</b>		Print Name: <b>FOWLER</b>	Region/Area: <b>OAS-ERO</b>		Date: <b>03/11/2025</b>
Approved By: /S/	<b>K. DALE FOWLER</b>		Print Name: <b>FOWLER</b>	Region/Area: <b>OAS-ERO</b>		Date: <b>03/11/2025</b>

## UNITED STATES OF AMERICA

DEPARTMENT OF TRANSPORTATION – FEDERAL AVIATION ADMINISTRATION  
CERTIFICATE OF AIRCRAFT REGISTRATIONThis certificate  
must be in the air-  
craft when operated.

NATIONALITY AND

AIRCRAFT SERIAL NO.

REGISTRATION MARKS **N** 3070E

802A-0551

MANUFACTURER AND MANUFACTURER'S DESIGNATION OF AIRCRAFT

AIR TRACTOR INC

AT-802A

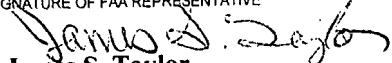
ICAO Aircraft Address Code: 50635660

I  
S  
S  
U  
E  
D  
  
T  
OG B AERIAL APPLICATIONS INC  
PO BOX 39  
SLATON TX 79364-0039This certificate is  
issued for  
registration purposes  
only and is not a  
certificate of title.  
The Federal Aviation  
Administration does  
not determine rights  
of ownership as  
between private  
persons.

Corporation

It is certified that the above described aircraft has been entered on the register of the Federal Aviation Administration, United States of America, in accordance with the Convention on International Civil Aviation dated December 7, 1944, and with Title 49, United States Code, and regulations issued thereunder.

U.S. Department  
of Transportation  
**Federal Aviation  
Administration**DATE OF ISSUE March 8, 2019  
EXPIRATION DATE March 31, 2029*Polly Trotter* ACTING  
ADMINISTRATOR

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION <b>SPECIAL AIRWORTHINESS CERTIFICATE</b>			
<b>A</b>	CATEGORY/DESIGNATION <b>Restricted</b>		
	PURPOSE <b>Agriculture and Pest Control / Forest</b>		
<b>B</b>	MANU-FACTURER	NAME	N/A
		ADDRESS	N/A
<b>C</b>	FLIGHT	<del>XXX</del> See attached operating limitations <del>XXX</del> Subject to D(2) on reverse side	
<b>D</b>	N-3070E		SERIAL NO. <b>802A-0551</b>
	BUILDER <b>Air Tractor, Inc.</b>		MODEL <b>AT-802A</b>
<b>E</b>	DATE OF ISSUANCE <b>March 5, 2014</b>	EXPIRY <b>Unlimited</b>	
	OPERATING LIMITATIONS DATED <b>Mar. 5, 2014</b>	ARE PART OF THIS CERTIFICATE	
SIGNATURE OF FAA REPRESENTATIVE  <b>James S. Taylor</b>		DESIGNATION OR OFFICE NO. <b>DMIR-833968-SW</b>	

Any alteration, reproduction or misuse of this certificate may be punishable by a fine not exceeding \$1,000 or imprisonment not exceeding 3 years, or both. THIS CERTIFICATE MUST BE DISPLAYED IN THE AIRCRAFT IN ACCORDANCE WITH APPLICABLE TITLE 14, CODE OF FEDERAL REGULATIONS (CFR).

FAA Form 8130-7 (04/2011) Previous Edition 07/04 May be Used until Depleted

SEE REVERSE SIDE NSN: 0052-00-693-4000

<b>A</b>	This airworthiness certificate is issued under the authority of Public Law 104-6, 49 United States Code (USC) 44704 and Title 14 Code of Federal Regulations (CFR).
<b>B</b>	The airworthiness certificate authorizes the manufacturer named on the reverse side to conduct production flight tests, and only production flight tests, of aircraft registered in his name. No person may conduct production flight tests under this certificate: (1) Carrying persons or property for compensation or hire; and/or (2) Carrying persons not essential to the purpose of the flight.
<b>C</b>	This airworthiness certificate authorizes the flight specified on the reverse side for the purpose shown in Block A.
<b>D</b>	This airworthiness certificate certifies that as of the date of issuance, the aircraft to which issued has been inspected and found to meet the requirements of the applicable CFR. The aircraft does not meet the requirements of the applicable comprehensive and detailed airworthiness code as provided by Annex 8 to the Convention On International Civil Aviation. No person may operate the aircraft described on the reverse side: (1) except in accordance with the applicable CFR and in accordance with conditions and limitations which may be prescribed by the FAA as part of this certificate; (2) over any foreign country without the special permission of that country.
<b>E</b>	Unless sooner surrendered, suspended, or revoked, this airworthiness certificate is effective for the duration and under the conditions prescribed in 14 CFR, Part 21, Section 21.181 or 21.217.

## SECTION E – OFFEROR'S REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

## EXHIBIT E-2b

## TYPE 3 AIRCRAFT INFORMATION FORM

Reproduce and submit for each aircraft offered - Complete shaded blocks

Offeror's Name:	G.B. Aerial Applications, Inc				
Aircraft Make and Model:	Air Tractor AT-802AF	Aircraft Tail Number:	N3070E	Tanker Number:	T879

VNE at MTOW 16,000 KIASCruise airspeed (7,000' PA and 30°C) 171 knotsEndurance 2.7 hours

(75% power, 200 lb. pilot, and 6,900 lbs. of retardant)

Minimum tank capacity of 800 US gallons  Yes  NoAircraft certified under 4 CFR 23 or 25  Yes  NoCapable of takeoff as configured at 7,000 feet PA and 30°C  Yes  No

Describe any enhancements your aircraft may have.

This Table completely and accurately completed will be used to determine your aircraft payload capability.

Payload Calculations	Description	Example	Proposed Aircraft
Maximum Takeoff Weight (MTOW)	at 7000' and 30°C per Aircraft Flight Manual (AFM).	16,000	16,000
Empty Weight	Basic Empty Weight of Aircraft per current (within 60 months) aircraft weight report.	6800	7,240
Weight of Equipment to be added	Equipment to be added to meet the requirements of this contract (e.g., approved gate, required avionics, first aid kit).	+450 (approved gate and 1 FM radio)	
Weight of Equipment to be removed	Equipment to be removed to achieve offered payload (e.g. spray equipment, on-board injection equipment).	-200 (spray equipment)	
Computed Empty Weight in Contract Configuration	Empty Weight in current configuration plus and/or minus equipment to be added or removed for contract compliance.	6800+450-200=7050	7,240
Fuel (1.5 hrs @ 6.7 lbs/gal)	Per Exhibit 6 <ul style="list-style-type: none"> <li>• AT-802-65 = 82T gal/hr</li> <li>• AT-802-67 = 86T gal/hr</li> <li>• AT-802-67F = 90T gal/hr</li> <li>• AT-802-331 = 80T gal/hr</li> </ul>	1.5x6.7x86=864.3	904.50
Pilot	200 lbs	200	200
Basic Operating Weight (BOW) with required fuel	Computed Empty Weight plus 1.5 hrs fuel and pilot per contract specifications	7050+864.3+200=8114.3	8344.5
Proposed Aircraft Payload in Contract Configuration	MTOW - BOW	16,000-8114.3 = 7885.7	7,655.5
<b>ENTER YOUR PROPOSED AIRCRAFT PAYLOAD</b> (The aircraft make, model and payload that we confirm with you will be made a part of your offer and will be binding if your offer is accepted for award.)			7,655.5

## SECTION E – OFFEROR'S REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

**EXHIBIT E-2a**  
**TYPE 3 AIRCRAFT QUESTIONNAIRE**

You may recreate this form but it must include all the information listed

This Questionnaire completely and accurately completed will be used to determine your aircraft payload capability.

**REPRODUCE AND SUBMIT FOR EACH AIRCRAFT OFFERED - COMPLETE SHADED BLOCKS**

**Minimum Aircraft Requirements:**

- Must have a Standard and/or Restricted Airworthiness Certificate (see B2).
- Aircraft certified under 14 CFR 23 or 25 (See B2).
- An aircraft make and model for which engineering and logistical support, for continued airworthiness, is provided from the current type certificate holder or supplemental type certificate holder.
- VFR, Day Only.
- Minimum tank capacity of 800 US gallons.
- Minimum payload of 6,900 pounds with IAB approved gate system installed, 1.5 hrs fuel and a 200 lb pilot at 7,000ft and 30° Celsius.
- Operational Endurance of at least one hour and 30 minutes (1.5 hours) at 75% power, with 6,900 pounds of retardant, and a 200-lb pilot.
- Never exceed (VNE) airspeed of at least 140 knots indicated airspeed at MTOW.
- Capable of takeoff as configured above at 7,000 feet pressure altitude and 30° Celsius
- Cruise airspeed of at least 117 knots true airspeed at 7,000 feet pressure altitude and 30° Celsius.

All firefighting equipment must be available or installed at the time of inspection.

Aircraft Make and Model	FAA Registration #	Serial #	Cruise Airspeed
2014 Air Tractor AT-802AF	N3070E	802A-0551	141 kTs / 162 mph
Tanker Number(s) If assigned T879	Fire Gate Model FRDS Gen III w/ Telemetry	Engine Installed P&W PT6A-67F	
Aircraft Equipped Weight (Your aircraft weight & balance report & equipment list will be used to substantiate this weight – see note 1. below)		7,240	
Currently Installed Aircraft Equipment to be Removed to Achieve Offered Payload Below (If none, indicate NONE)		Equipment to be Added to Meet the Aircraft Specifications Requirements (If none, indicate NONE)	
EQUIPMENT ITEM	WEIGHT	EQUIPMENT ITEM	WEIGHT
ENTER YOUR PROPOSED AIRCRAFT PAYLOAD (The aircraft make, model and payload that we confirm with you will be made a part of your offer and will be binding if your offer is accepted for award)		7,240	

NOTE

**1. By signing below, I acknowledge that I have included the following:**

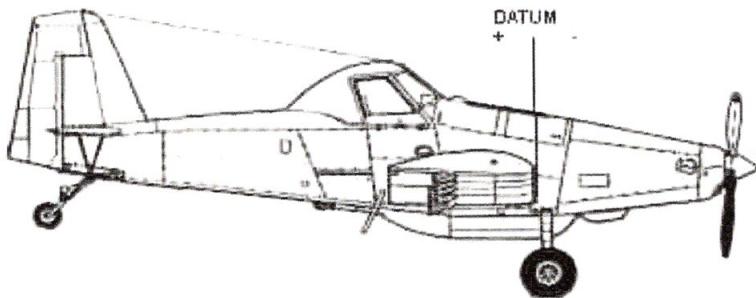
6. Latest aircraft weight and balance report with the aircraft equipped as required in Section B,
7. Aircraft equipment list,
8. Applicable Performance Charts,
9. Certified Gross Weight approval document. Type Certificate, STC (attach copy) or Cam 8 (attach copy of log book entry),
10. 14 CFR Part 137 Certificate

*Failure to include the above information, will affect the evaluation you receive for your aircraft.*

**2. By signing below, I certify to the best of my knowledge that the above information is accurate.**

Name and Signature of Representative Completing this Form  Dain Guetersloh <i>Dain Guetersloh</i>	Date  Dec 1, 2025
OFFEROR'S NAME G.B. Aerial Applications, Inc	



FlyTex Aviaiton LLC  
Seminole Tx

SERIAL NO.: 802A-0551

N#: N3070E

DATE WEIGHED: 2/14/23

LEVELING M: 5 Deg tail down on main gear legs.

DATUM: Wing Leading Edge

	WEIGHTS	TARE	ARM	MOMENT
Left Main Wheel	3112.0		-10.3	-32053.6
Right Main Wheel	3148.0		-10.3	-32424.4
Tail Wheel	980.0		275.5	269990.0
Full Fuel Tanks			33.0	
TOTALS:	7240.0		28.4	205512.0

CONDITION	
Oil (10 Quarts)	(-52.0)
Fuel (Full)	(+33.0)
SEE EQUIPMENT LIST	

## SCALE INFORMATION

MANUFACTURER	MODEL	CAL DATE	LT MAIN S/N	RT MAIN S/N	TAIL S/N
W/S	AWS-15K-REM	3/16/2022	10361	10361	10361

## FORWARD AND AFT LOADS CENTER OF GRAVITY

ITEM	FORWARD C/G			AFT C/G		
	WEIGHT	ARM	MOMENT	WEIGHT	ARM	MOMENT
AIRCRAFT EMPTY WEIGHT	7240.0		205512.0	7240.0		205512.0
PILOT	200.0	84.0	16800.0	150.0	84.0	12600.0
BAGGAGE /CARGO	60.0	100.0	6000.0	60.0	100.0	6000.0
*UNUSABLE FUEL	28.0	33.0	924.0	40.0	33.0	1320.0
*FUEL	1750.0	33.0	57750.0	2497.5	33.0	82417.5
Rinse Water Tank		-27.8			-27.8	
Pay Load 799 GL @9.2lb	4600.0	20.5	94300.0	6007.6	20.5	123155.8
TOTALS:	13878.0		381286.0	15995.1		431005.3
FORWARD C/G:	27.47			AFT C/G:	26.95	

## ACTUAL LOAD C/G

ITEM	WEIGHT	ARM	MOMENT
AIRCRAFT EMPTY WEIGHT	7240.0		205512.0
PILOT	150.0	84.0	12600.0
BAGGAGE /CARGO	60.0	88.0	5280.0
*UNUSABLE FUEL	40.0	33.0	1320.0
*FUEL	370 Gal @ 6.75 lbs per Gal	2497.5	82417.5
Rinse Water Tank	Gal @ 8.00 lbs per Gal		-27.8
Pay Load	653 Gal @ 9.20 lbs per Gal	6007.6	123155.8
TOTALS:		15995.1	430285.3
ACTUAL C/G:		26.90	

Forward G.G. LIMITS: 23.0" at 15,000 lbs. PT-6A-67F

23.0" at 16000 lbs.

Aft C.G Limit: 27.0" at 16,000 lbs

30.59" at 14800 lbs

Signature:

Mechanics Name: Jonathan Siemens

Date: 2/14/2023

Certificate No.: A/P IA 3288274



432-788-7137 FLYTEX AVIATION, LLC Seminole TX 79360

N3070E 3-1-25 Hobbs 1158.1 Total Time 1158.1

Performed 12-month inspection on airframe IAW air tractor 802 12-month inspection program. Lubed flight controls, cables, and pulleys. Cleaned, inspected, and repacked wheel bearings. Replaced tail wheel tire. Replaced L & R rudder cables. Replaced left cockpit door window. Replaced sacrificial anode on fire gate. Serviced and inspected Gen 3 Gate IAW Annual inspection. Replaced Gen 3 circuit breaker with breaker switch P/N W31X2M1G5 IAW Trotter SIL-0012. C/W ELT 12-month inspection IAW FAR91.207D, installed new battery ELT battery P/N E-04.0 due replacement 10-31-29. Replaced missing static wick on tail. C/W AD 05-12-12 Eye Bolt torque check with no defects noted. AD 21-05-14 C/W visual inspection with no cracks noted SL #347 4.A 1-5 Visual Inspection. Due at Hobbs Time 1458.1 Section 4B dye inspection due 1787.0. All Service letters C/W to this date. See SL list for more details. ADs complied with to this date using TDATA 2024-04. I certify this aircraft to be airworthy and return to service.

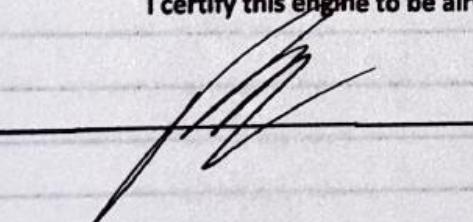
  
Jonathan Siemens, A&P IA 3288274



432-788-7137 FLYTEX AVIATION, LLC Seminole TX 79360

N3070E 3-1-25 Hobbs 1158.1 Total Time 1158.1

Performed 100hr/annual inspection on engine. Ohm checked chip Detector. Cleaned engine oil filter. Cleaned fuel pump inlet screen and installed New engine driven fuel pump filter. Checked and cleaned firewall fuel filter. Checked all engine controls. Checked all fluid lines. Inspected air inlet, air box. Replaced Air Filter. Checked engine mounts for cracks. Engine ground runs C/W no defects noted. ADs complied with to this date using TDATA 2024-04

  
I certify this engine to be airworthy and return to service

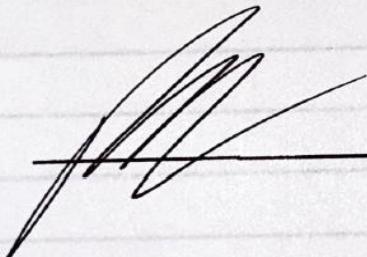
Jonathan Siemens, A&P IA 3288274



432-788-7137 FLYTEX AVIATION, LLC Seminole TX 79360

N3070E 3-1-25 Hobbs 1158.1 TSO 367.2

Performed 100hr/annual inspection on prop with no defects noted. Greased prop with Aeroshell 5. I certify this prop to be airworthy and return to service.



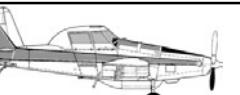
Jonathan Siemens, A&P IA 3288274

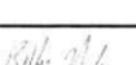


# N802CG ~ T872

Included:

- OAS-36D SEAT Data Card
- FAA Certificate of Aircraft Registration
- Special Airworthiness Certificate
- Type 3 Aircraft Information Form
- Type 3 Aircraft Questionnaire
- Current Aircraft Status Sheet
- Weight & Balance Report

OAS-36D 03/2014		 <b>SINGLE ENGINE AIR TANKER (SEAT) DATA CARD</b>		AIRCRAFT DATA CARD EXPIRES: <b>04/30/2026</b>	
 <b>OFFICE OF AVIATION SERVICES</b>		OAS-68 CONTROL NO.: <b> </b>			
<b>OPERATOR</b> <b>G.B. Aerial, Inc.</b> <b>ADDRESS</b> <b>P.O. Box 39</b> <b>PHONE NO.</b> <b>Slaton, TX 79364</b> <b>P.O.C:</b> <b>(806) 828-6701</b> <b>FAX</b> <b> </b> <b>COMPANY EMAIL:</b> <b>D. Guetersloh</b> <b>PHONE:</b> <b> </b> <b>COMPANY EMAIL:</b> <b>admin@gbaainc.com</b>		<b>MAKE, MODEL AND SERIES</b> <b>Air Tractor AT-802A</b> <b>REGISTRATION NO. / TANKER NO.</b> <b>N 802GB</b> <b>MFG. SERIAL NO.</b> <b>802A-0257</b> <b>HOBBS / TACH READING</b> <b>2523.6</b> <b>/</b> <b>TYPE AIRWORTHINESS CERTIFICATE:</b> <b>Restricted</b> <b>OAS CONTACT:</b> <b>D. FOWLER</b> <b>PH: (770) 598-2298</b> <b>FAX</b>			
<b>CONTRACT CAPACITY:</b> <b>800</b> <b>GATE/DOOR SYSTEM TYPE:</b> <b>GEN III</b> <b>GATE / DOOR SYSTEM TYPE:</b> <b>INLINE:</b> <b>DF</b> <b>TRANSVERSE:</b> <b> </b> <b>(INITIAL ALL BLOCKS)</b>		<b>HOT REFUELING (INITIAL):</b> <b>X</b> <b> </b> <b>YES</b> <b>NO</b>		<b>TANKER #</b> <b>871</b>	
<b>Inspected By:</b> <b>/S/</b> <b>K. DALE FOWLER</b> <b>Approved By:</b> <b>/S/</b> <b>K. DALE FOWLER</b>		<b>Print Name:</b> <b>FOWLER</b> <b>Print Name:</b> <b>FOWLER</b>		<b>Region/Area:</b> <b>OAS-ERO</b> <b>Date:</b> <b>05/20/2025</b> <b>Region/Area:</b> <b>OAS-ERO</b> <b>Date:</b> <b>05/20/2025</b>	

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION – FEDERAL AVIATION ADMINISTRATION CERTIFICATE OF AIRCRAFT REGISTRATION		This certificate must be in the air- craft when operated.
NATIONALITY AND REGISTRATION MARKS <b>N</b> 802CG		
MANUFACTURER AND MANUFACTURER'S DESIGNATION OF AIRCRAFT <b>AIR TRACTOR INC</b> <b>AT-802A</b>		
ICAO Aircraft Address Code: <b>52564604</b>		
<b>I</b> <b>S</b> <b>S</b> <b>U</b> <b>E</b> <b>D</b>  <b>T</b> <b>O</b>	<b>GB AERIAL APPLICATIONS INC</b> <b>PO BOX 39</b> <b>SLATON TX 79364-0039</b>	
	<b>Corporation</b>	
It is certified that the above described aircraft has been entered on the register of the Federal Aviation Administration, United States of America, in accordance with the Convention on International Civil Aviation dated December 7, 1944, and with Title 49, United States Code, and regulations issued thereunder.		
<b>DATE OF ISSUE</b> <b>EXPIRATION DATE</b>	January 30, 2017 January 31, 2026	 <b>ACTING ADMINISTRATOR</b>

AC Form 8050-3 (10/2019) Supersedes previous editions

7936480099 8001

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION <b>SPECIAL AIRWORTHINESS CERTIFICATE</b>			
<b>A</b>	CATEGORY/DESIGNATION <b>Restricted</b>		
PURPOSE <b>Agriculture and Pest Control / Forest</b>			
<b>B</b>	MANU-FACTURER	NAME <b>N/A</b>	ADDRESS <b>N/A</b>
<b>C</b>	FLIGHT	<b>XN00X</b> See attached operating limitations <b>XN0X</b> Subject to D(2) on reverse side	
<b>D</b>	<b>N- 802CG</b> <b>BUILDER</b> Air Tractor, Inc.		SERIAL NO. <b>802A-0675</b> MODEL <b>AT-802A</b>
DATE OF ISSUANCE <b>05 DEC 2016</b>		EXPIRY <b>Unlimited</b>	
OPERATING LIMITATIONS DATED <b>05 DEC 2016</b> ARE PART OF THIS CERTIFICATE			
<b>E</b>	SIGNATURE OF FAA REPRESENTATIVE  David C. Cowan		DESIGNATION OR OFFICE NO. <b>374984125</b>
Any alteration, reproduction or misuse of this certificate may be punishable by a fine not exceeding \$1,000 or imprisonment not exceeding 3 years, or both. THIS CERTIFICATE MUST BE DISPLAYED IN THE AIRCRAFT IN ACCORDANCE WITH APPLICABLE TITLE 14, CODE OF FEDERAL REGULATIONS (CFR).			

FAA Form 8130-7 (04/2011) Previous Edition 07/04 May be Used until Depleted

SEE REVERSE SIDE NSN: 0052-00-693-4000

<b>A</b>	This airworthiness certificate is issued under the authority of Public Law 104-6, 49 United States Code (USC) 44704 and Title 14 Code of Federal Regulations (CFR).
<b>B</b>	The airworthiness certificate authorizes the manufacturer named on the reverse side to conduct production flight tests, and only production flight tests, of aircraft registered in his name. No person may conduct production flight tests under this certificate: (1) Carrying persons or property for compensation or hire; and/or (2) Carrying persons not essential to the purpose of the flight.
<b>C</b>	This airworthiness certificate authorizes the flight specified on the reverse side for the purpose shown in Block A.
<b>D</b>	This airworthiness certificate certifies that as of the date of issuance, the aircraft to which issued has been inspected and found to meet the requirements of the applicable CFR. The aircraft does not meet the requirements of the applicable comprehensive and detailed airworthiness code as provided by Annex 8 to the Convention On International Civil Aviation. No person may operate the aircraft described on the reverse side: (1) except in accordance with the applicable CFR and in accordance with conditions and limitations which may be prescribed by the FAA as part of this certificate; (2) over any foreign country without the special permission of that country.
<b>E</b>	Unless sooner surrendered, suspended, or revoked, this airworthiness certificate is effective for the duration and under the conditions prescribed in 14 CFR, Part 21, Section 21.181 or 21.217.

## SECTION E – OFFEROR'S REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

## EXHIBIT E-2b

## TYPE 3 AIRCRAFT INFORMATION FORM

Reproduce and submit for each aircraft offered - Complete shaded blocks

Offeror's Name:	G.B. Aerial Applications, Inc				
Aircraft Make and Model:	Air Tractor AT-802AF	Aircraft Tail Number:	N802CG	Tanker Number:	N872

VNE at MTOW 16,000 KIASCruise airspeed (7,000' PA and 30°C) 171 knotsEndurance 2.7 hours

(75% power, 200 lb. pilot, and 6,900 lbs. of retardant)

Minimum tank capacity of 800 US gallons  Yes  NoAircraft certified under 4 CFR 23 or 25  Yes  NoCapable of takeoff as configured at 7,000 feet PA and 30°C  Yes  No

Describe any enhancements your aircraft may have.

This Table completely and accurately completed will be used to determine your aircraft payload capability.

Payload Calculations	Description	Example	Proposed Aircraft
Maximum Takeoff Weight (MTOW)	at 7000' and 30°C per Aircraft Flight Manual (AFM).	16,000	16,000
Empty Weight	Basic Empty Weight of Aircraft per current (within 60 months) aircraft weight report.	6800	7,174
Weight of Equipment to be added	Equipment to be added to meet the requirements of this contract (e.g., approved gate, required avionics, first aid kit).	+450 (approved gate and 1 FM radio)	
Weight of Equipment to be removed	Equipment to be removed to achieve offered payload (e.g. spray equipment, on-board injection equipment).	-200 (spray equipment)	
Computed Empty Weight in Contract Configuration	Empty Weight in current configuration plus and/or minus equipment to be added or removed for contract compliance.	6800+450-200=7050	7,174
Fuel (1.5 hrs @ 6.7 lbs/gal)	Per Exhibit 6 <ul style="list-style-type: none"> <li>• AT-802-65 = 82T gal/hr</li> <li>• AT-802-67 = 86T gal/hr</li> <li>• AT-802-67F = 90T gal/hr</li> <li>• AT-802-331 = 80T gal/hr</li> </ul>	1.5x6.7x86=864.3	904.5
Pilot	200 lbs	200	200
Basic Operating Weight (BOW) with required fuel	Computed Empty Weight plus 1.5 hrs fuel and pilot per contract specifications	7050+864.3+200=8114.3	8,278.5
Proposed Aircraft Payload in Contract Configuration	MTOW - BOW	16,000-8114.3 = 7885.7	7,721.5
<b>ENTER YOUR PROPOSED AIRCRAFT PAYLOAD</b> (The aircraft make, model and payload that we confirm with you will be made a part of your offer and will be binding if your offer is accepted for award.)			7,721.5

**SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS**

**EXHIBIT E-2a**  
**TYPE 3 AIRCRAFT QUESTIONNAIRE**

You may recreate this form but it must include all the information listed

This Questionnaire completely and accurately completed will be used to determine your aircraft payload capability.

**REPRODUCE AND SUBMIT FOR EACH AIRCRAFT OFFERED - COMPLETE SHADED BLOCKS**

## **Minimum Aircraft Requirements:**

- Must have a Standard and/or Restricted Airworthiness Certificate (see B2).
- Aircraft certified under 14 CFR 23 or 25 (See B2).
- An aircraft make and model for which engineering and logistical support, for continued airworthiness, is provided from the current type certificate holder or supplemental type certificate holder.
- VFR, Day Only.
- Minimum tank capacity of 800 US gallons.
- Minimum payload of 6,900 pounds with IAB approved gate system installed, 1.5 hrs fuel and a 200 lb pilot at 7,000ft and 30° Celsius.
- Operational Endurance of at least one hour and 30 minutes (1.5 hours) at 75% power, with 6,900 pounds of retardant, and a 200-lb pilot.
- Never exceed (VNE) airspeed of at least 140 knots indicated airspeed at MTOW.
- Capable of takeoff as configured above at 7,000 feet pressure altitude and 30° Celsius
- Cruise airspeed of at least 117 knots true airspeed at 7,000 feet pressure altitude and 30° Celsius.

All firefighting equipment must be available or installed at the time of inspection.

<b>Aircraft Make and Model</b>	<b>FAA Registration #</b>	<b>Serial #</b>	<b>Cruise Airspeed</b>
2016 Air Tanker AT-802AF	N802CG	802A-0675	141 kTs / 162 mph
<b>Tanker Number(s) If assigned</b> T872	<b>Fire Gate Model</b> FRDS Gen III w/ Telemetry	<b>Engine Installed</b> P&W PT6A-67F	
<b>Aircraft Equipped Weight</b> (Your aircraft weight & balance report & equipment list will be used to substantiate this weight – see note 1. below)		7,174	
<b>Currently Installed Aircraft Equipment to be Removed to Achieve Offered Payload Below (If none, indicate NONE)</b>		<b>Equipment to be Added to Meet the Aircraft Specifications Requirements (If none, indicate NONE)</b>	
<b>EQUIPMENT ITEM</b>	<b>WEIGHT</b>	<b>EQUIPMENT ITEM</b>	<b>WEIGHT</b>
<b>ENTER YOUR PROPOSED AIRCRAFT PAYLOAD</b> (The aircraft make, model and payload that we confirm with you will be made a part of your offer and will be binding if your offer is accepted for award)			
			7,174

---

**NOTE**

1. By signing below, I acknowledge that I have included the following:

6. Latest aircraft weight and balance report with the aircraft equipped as required in Section B,
7. Aircraft equipment list,
8. Applicable Performance Charts,
9. Certified Gross Weight approval document. Type Certificate, STC (attach copy) or Cam 8 (attach copy of log book entry),
10. 14 CFR Part 137 Certificate

*Failure to include the above information, will affect the evaluation you receive for your aircraft.*

**2. By signing below, I certify to the best of my knowledge that the above information is accurate.**

Name and Signature of Representative Completing this Form		Date
Signed by: <b>Dain Guetersloh</b> 		Dec 1, 2025
OFFEROR'S NAME		
G.B. Aerial Applications, Inc		

**AIRCRAFT STATUS SHEET****N802CG****AT 802A****SERIAL # 802A-0675****Date:****3/1/25****Enter Current Hobbs Reading:****985.9****Date of Last Entry****3/1/2025****INSPECTIONS**

	<b>Enter A/C T.T. @</b>	<b>Last Insp.</b>	<b>Due</b>	<b>Remaining</b>						
100 Hr. Inspection:		985.9	1,085.9	100.0	Hours	ACTT:	985.9	HOBBS OFSET	0	
ANNUAL Inspection		3/1/25	3/1/26	365	Days	ENG TT:	985.9	ENGINE TT @ INSTALL	0	
Engine Hot Section Inspection		0.0	1,500.0	514.1	Hours	ENG CYC:	0.0	EGN CYC @ INSTALL	0	
1000 HR Starter/Gen		881.3	1,881.3	895.4	Hours					
ELT Test		3/1/25	3/1/26	365	Days					
ELT Battery		3/1/22	2/28/27	729	Days					
Pitot / Static Due:91.411		3/1/25	3/1/27	730	Days					
Xponder Due:91.413		3/1/25	3/1/27	730	Days					
1000 HR Oil filter replacement		881.3	1,881.3	895.4	Hours					

<b>Fuel Nozzles</b>	881.3	1,181.3	195.4	<b>Hours</b>						
<b>WEIGHED DATE</b>		<b>Mar-23</b>		<b>EMPTY WEIGHT</b>	<b>7174</b>		<b>USEFUL LOAD:</b>	<b>8826</b>		

<b>COMPONENT</b>	<b>PART NUMBER</b>	<b>SERIAL NUMBER</b>	<b>TOTAL COMPT TIME / CYCLES USED</b>	<b>COMP. LIMIT</b>	<b>HRS CYC</b>	<b>COMP. TIME AT INSTAL</b>	<b>A/C TIME WHEN INSTL'D</b>	<b>OH &amp; OR RETIRE AT ACTT or CYCs</b>	<b>TIME CYCS REMAIN</b>
------------------	--------------------	----------------------	---------------------------------------	--------------------	----------------	-----------------------------	------------------------------	---	-------------------------

**AIRFRAME**

LWR Spar Cap in Wing *20000W/SL203	21083-1	8058		8648	H	0	0.0	8,648	7662.1
LWR Spar Cap in Wing *20000W/SL203	21083-2	8132		8648	H	0	0.0	8,648	7662.1
Wing Attach Block on Lower Cap	20602-1	1078-5		8648	H	0	0.0	8,648	7662.1
Wing Attach Block on Lower Cap	20602-2	1078-5		8648	H	0	0.0	8,648	7662.1
Plate Assy.-Fin Front Spar Attach SL187	30511-1	1081-2		20000	H	0.0	0.0	20,000	19014.1
Spar Assy.-Fin Rear	30505-1	1079-1		20000	H	0.0	0.0	20,000	19014.1
Spring-Main Gear R/H * or 8000 LDGS	40091-3	5191P-21		3000	H	0	0	3,000	2014.1
Spring-Main Gear L/H * or 8000 LDGS	40091-3	5191P-23		3000	H	0	0	3,000	2014.1
Tail Gear	40092-8	5191J-33		3000	H	0	0	3,000	2014.1

**ENGINE**

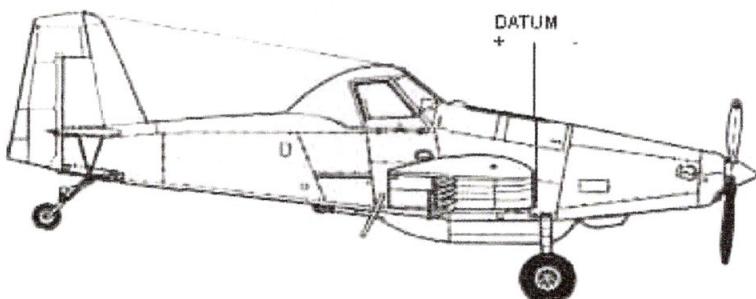
Engine Since New (Hours)			985.9			0	0	3,000	2014.1
Engine Since New (Cycles)								24,000	

Starts/Flights/Cyc count/Flt count

Shaft Comp Rotor	788	1418	3	1				24,000	21994
Cyc count/Flt count Compressor	3043063	PLAAA04810B	998		cyc	0.0			
1st Stg Rotor Compressor			2.0	1					
2nd Stg Rotor Compressor	3037001	TXA1B0322	1103		cyc	0.0		24,000	21706
3rd Stg Rotor Compressor	3040942	EAAA000E328	1103		cyc	0.0		24,000	21706
4th Stg Rotor Compressor	3040933	EAAA000A150	1103		cyc	0.0		24,000	21706
Impeller-Centrifugal	3040944	TXA1B0954	1103		cyc	0.0		24,000	21706
Cyc count/Flt count CT disc	3036898	EAAA000C012	998		cyc	0.00		24,000	21994
CT Disc Turbine			5.25	0.75					
Cyc count/Flt count 1st PT disc	3053740-01	A0008K86	711		cyc	0.0		8,000	6643
1st Stg PT Dics			9.3	0.63					
Cyc count/Flt count 2nd PT disc	3037312	A0023N6W	564		cyc	0.0		15,000	13954
2nd Stg PT Dics			6.6	1.08					

**PROPELLER**

CALENDAR OVERHAUL (FIRE)				3/1/24		60 MOS	2/28/29		
IRAN INSPECTION				3/1/27		2/29/28	2/28/29		
TIME OVERHAUL			605.4	3000	H	0.0	604.5	3,000	2394.6

FlyTex Aviaton LLC  
Seminole Tx

SERIAL NO.: 802A-0675

N#: N802CG

DATE WEIGHED: 3/1/23

LEVELING M: 5 Deg tail down on main gear legs.

DATUM: Wing Leading Edge

	WEIGHTS	TARE	ARM	MOMENT
Left Main Wheel	3113.0		-10.3	-32063.9
Right Main Wheel	3051.0		-10.3	-31425.3
Tail Wheel	1010.0		275.5	278255.0
TOTALS:	7174.0		29.9	214765.8

CONDITION	
Oil (10 Quarts)	(-52.0)
Fuel (None)	(+33.0)
SEE EQUIPMENT LIST	

## SCALE INFORMATION

MANUFACTURER	MODEL	CAL DATE	LT MAIN S/N	RT MAIN S/N	TAIL S/N
W/S	AWS-15K-REM	3/16/2022	10361	10361	10361

## FORWARD AND AFT LOADS CENTER OF GRAVITY

ITEM	FORWARD C/G			AFT C/G		
	WEIGHT	ARM	MOMENT	WEIGHT	ARM	MOMENT
AIRCRAFT EMPTY WEIGHT	7174.0	29.9	214765.8	7174.0	29.9	214765.8
PILOT		84.0			84.0	
BAGGAGE /CARGO		100.0			100.0	
*FUEL		33.0			33.0	
Rinse Water Tank		-27.8			-27.8	
Pay Load 799 GL @9.2lb		20.5			20.5	
TOTALS:	7174.0	214765.8		7174.0	214765.8	
FORWARD C/G:	29.94			AFT C/G:	29.94	

## ACTUAL LOAD C/G

ITEM	WEIGHT	ARM	MOMENT
AIRCRAFT EMPTY WEIGHT	7174.0	29.9	214765.8
PILOT	150.0	84.0	12600.0
BAGGAGE /CARGO		88.0	
*UNUSABLE FUEL		33.0	
*FUEL	304 Gal @ 6.74 lbs per Gal	2049.0	67615.7
Rinse Water Tank	Gal @ 8.00 lbs per Gal	-27.8	
Pay Load	720 Gal @ 9.20 lbs per Gal	6624.0	135792.0
TOTALS:	15997.0		430773.5
ACTUAL C/G:	26.93		

Forward G.G. LIMITS: 23.0" at 15,000 lbs. PT-6A-67F

23.0" at 16000 lbs.

Aft C.G Limit: 27.0" at 16,000 lbs

30.59" at 14800 lbs

Signature:

Mechanics Name: *Jonathan Siemens*

Date: 3/1/2023

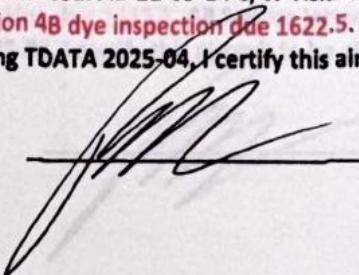
Certificate No.: A&amp;P IA 3288274



432-788-7137 FLYTEX AVIATION, LLC Seminole TX 79360

N802CG 3-1-25 Hobbs 985.9 Total Time 985.9

Performed 12-month inspection on airframe IAW air tractor 802 12-month inspection program. Lubed flight controls, cables, and pulleys. Cleaned, Inspected, and repacked wheel bearings. Replaced Tail wheel bearings and races and seals. Replaced sacrificial anode on fire gate. Serviced and inspected Gen 3 Gate IAW Annual inspection. Replaced Gen 3 circuit breaker with breaker switch P/N W31X2M1G5 IAW Trotter SIL-0012. C/W ELT 12-month inspection IAW FAR91.207D, Replaced elt batteries due 2-2028. C/W AD 05-12-12 Eye Bolt torque check with no defects noted. AD 21-05-14 C/W visual inspection with no cracks noted SL #347 4.A 1-5 Visual Inspection Due at Hobbs Time 1285.9 Section 4B dye inspection due 1622.5. All Service letters C/W to this date. See SL list for more details. ADs complied with to this date using TDATA 2025-04. I certify this aircraft to be airworthy and return to service

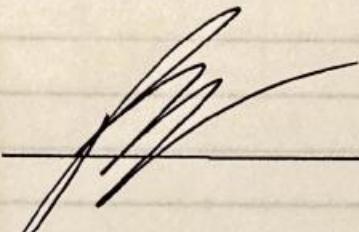
  
Jonathan Siemens, A&P IA 3288274



432-788-7137 FLYTEX AVIATION, LLC Seminole TX 79360

N802CG 3-1-25 Hobbs 985.9 Total Time 985.9

Performed 100hr/annual inspection on engine. Ohm checked chip Detector. Cleaned, and inspected engine oil filter. Cleaned fuel pump inlet screen and installed new engine driven fuel pump filter. Checked and cleaned firewall fuel filter. Checked all engine controls. Checked all fluid lines. Inspected air inlet, air box. Replaced air filter. Checked engine mounts for cracks. Engine ground runs C/W no defects noted. ADs complied with to this date using TDATA 2025-04. I certify this engine to be airworthy and return to service

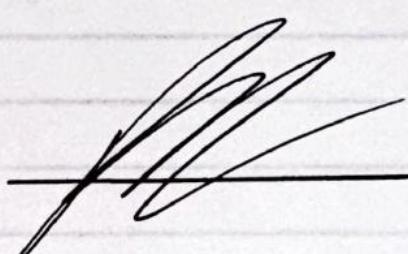
  
Jonathan Siemens, A&P IA 3288274



432-788-7137 FLYTEX AVIATION, LLC Seminole TX 79360

N802CG 3-1-25 Hobbs 985.9 TSMOH 66.1 TT 671.5

C/W annual inspection IAW Hartzell annual inspection check list with no defects noted. Greased prop using Aeroshell 5 grease. ADs complied with to this date using TDATA 2025-04. I certify this prop to be airworthy and return to service.

  
Jonathan Siemens, A&P IA 3288274



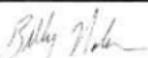
# N802GB ~ T871

Included:

- OAS-36D SEAT Data Card
- FAA Certificate of Aircraft Registration
- Special Airworthiness Certificate
- Type 3 Aircraft Information Form
- Type 3 Aircraft Questionnaire
- Current Aircraft Status Sheet
- Weight & Balance Report



## REGISTRATION NOT TRANSFERABLE

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION – FEDERAL AVIATION ADMINISTRATION CERTIFICATE OF AIRCRAFT REGISTRATION		This certificate must be in the aircraft when operated.
NATIONALITY AND REGISTRATION MARKS <b>N</b> 802GB		AIRCRAFT SERIAL NO. <b>802A-0257</b>
MANUFACTURER AND MANUFACTURER'S DESIGNATION OF AIRCRAFT <b>AIR TRACTOR INC</b> <b>AT-802A</b>		
ICAO Aircraft Address Code: <b>52564743</b>		
I S S U E  D  T O	G B AERIAL APPLICATIONS INC PO BOX 39 SLATON TX 79364-0039	This certificate is issued for registration purposes only and is not a certificate of title. The Federal Aviation Administration does not determine rights of ownership as between private persons.
Corporation		
It is certified that the above described aircraft has been entered on the register of the Federal Aviation Administration, United States of America, in accordance with the Convention on International Civil Aviation dated December 7, 1944, and with Title 49, United States Code, and regulations issued thereunder.		
DATE OF ISSUE <b>March 28, 2007</b>		ACTING ADMINISTRATOR <b>REG-6430</b>
EXPIRATION DATE <b>December 31, 2025</b>		



UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION <b>SPECIAL AIRWORTHINESS CERTIFICATE</b>			
<b>A</b>	<b>CATEGORY/DESIGNATION</b> <b>Restricted</b>		
<b>PURPOSE</b> <b>Agriculture and Pest Control/Forest</b>			
<b>B</b>	<b>MANU-FACTURER</b>	<b>NAME</b> N/A	<b>ADDRESS</b> N/A
<b>C</b>	<b>FLIGHT</b>	<b>XXXX See attached operating limitations</b> <b>XX Subject to D(2) on reverse side</b>	
<b>D</b>	<b>N-802GB</b> <b>BUILDER</b> Air Tractor, Inc.	<b>SERIAL NO.</b> 802A-0257	<b>MODEL</b> AT-802A
	<b>DATE OF ISSUANCE</b> February 22, 2007	<b>EXPIRY</b> Unlimited	
<b>E</b>	<b>OPERATING LIMITATIONS DATED</b> Feb. 22, 2007	<b>ARE A PART OF THIS CERTIFICATE</b>	
	<b>SIGNATURE OF FAA REPRESENTATIVE</b> <i>David Cowan</i>	<b>DESIGNATION OR OFFICE NO.</b> <b>DMIR700768SW</b>	
Any alteration, reproduction or misuse of this certificate may be punishable by a fine not exceeding \$1,000 or imprisonment not exceeding 3 years, or both. THIS CERTIFICATE MUST BE DISPLAYED IN THE AIRCRAFT IN ACCORDANCE WITH APPLICABLE FEDERAL AVIATION REGULATIONS.			
FAA FORM 8130-7 (10/82)		SEE REVERSE SIDE	

## SECTION E – OFFEROR'S REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

## EXHIBIT E-2b

## TYPE 3 AIRCRAFT INFORMATION FORM

Reproduce and submit for each aircraft offered - Complete shaded blocks

Offeror's Name:	G.B. Aerial Applications, Inc				
Aircraft Make and Model:	Air Tractor AT-802AF	Aircraft Tail Number:	N802BG	Tanker Number:	T871

VNE at MTOW 16,000 KIASCruise airspeed (7,000' PA and 30°C) 171 knotsEndurance 2.7 hours

(75% power, 200 lb. pilot, and 6,900 lbs. of retardant)

Minimum tank capacity of 800 US gallons  Yes  NoAircraft certified under 4 CFR 23 or 25  Yes  NoCapable of takeoff as configured at 7,000 feet PA and 30°C  Yes  No

Describe any enhancements your aircraft may have.

This Table completely and accurately completed will be used to determine your aircraft payload capability.

Payload Calculations	Description	Example	Proposed Aircraft
Maximum Takeoff Weight (MTOW)	at 7000' and 30°C per Aircraft Flight Manual (AFM).	16,000	16,000
Empty Weight	Basic Empty Weight of Aircraft per current (within 60 months) aircraft weight report.	6800	7,034
Weight of Equipment to be added	Equipment to be added to meet the requirements of this contract (e.g., approved gate, required avionics, first aid kit).	+450 (approved gate and 1 FM radio)	
Weight of Equipment to be removed	Equipment to be removed to achieve offered payload (e.g. spray equipment, on-board injection equipment).	-200 (spray equipment)	
Computed Empty Weight in Contract Configuration	Empty Weight in current configuration plus and/or minus equipment to be added or removed for contract compliance.	6800+450-200=7050	7,034
Fuel (1.5 hrs @ 6.7 lbs/gal)	Per Exhibit 6 <ul style="list-style-type: none"> <li>• AT-802-65 = 82T gal/hr</li> <li>• AT-802-67 = 86T gal/hr</li> <li>• AT-802-67F = 90T gal/hr</li> <li>• AT-802-331 = 80T gal/hr</li> </ul>	1.5x6.7x86=864.3	904.5
Pilot	200 lbs	200	200
Basic Operating Weight (BOW) with required fuel	Computed Empty Weight plus 1.5 hrs fuel and pilot per contract specifications	7050+864.3+200=8114.3	8,138.5
Proposed Aircraft Payload in Contract Configuration	MTOW - BOW	16,000-8114.3 = 7885.7	7,861.5
<b>ENTER YOUR PROPOSED AIRCRAFT PAYLOAD</b> (The aircraft make, model and payload that we confirm with you will be made a part of your offer and will be binding if your offer is accepted for award.)			7,861.5

## SECTION E – OFFEROR'S REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

**EXHIBIT E-2a**  
**TYPE 3 AIRCRAFT QUESTIONNAIRE**

You may recreate this form but it must include all the information listed

This Questionnaire completely and accurately completed will be used to determine your aircraft payload capability.

**REPRODUCE AND SUBMIT FOR EACH AIRCRAFT OFFERED - COMPLETE SHADED BLOCKS**

**Minimum Aircraft Requirements:**

- Must have a Standard and/or Restricted Airworthiness Certificate (see B2).
- Aircraft certified under 14 CFR 23 or 25 (See B2).
- An aircraft make and model for which engineering and logistical support, for continued airworthiness, is provided from the current type certificate holder or supplemental type certificate holder.
- VFR, Day Only.
- Minimum tank capacity of 800 US gallons.
- Minimum payload of 6,900 pounds with IAB approved gate system installed, 1.5 hrs fuel and a 200 lb pilot at 7,000ft and 30° Celsius.
- Operational Endurance of at least one hour and 30 minutes (1.5 hours) at 75% power, with 6,900 pounds of retardant, and a 200-lb pilot.
- Never exceed (VNE) airspeed of at least 140 knots indicated airspeed at MTOW.
- Capable of takeoff as configured above at 7,000 feet pressure altitude and 30° Celsius
- Cruise airspeed of at least 117 knots true airspeed at 7,000 feet pressure altitude and 30° Celsius.

All firefighting equipment must be available or installed at the time of inspection.

Aircraft Make and Model	FAA Registration #	Serial #	Cruise Airspeed
2007 Air Tractor AT-802AF	N802GB	802A-0257	141kTs / 162 mph
Tanker Number(s) If assigned T871	Fire Gate Model FRDS Gen III w/ Telemetry	Engine Installed P&W PT6A-67F	
Aircraft Equipped Weight (Your aircraft weight & balance report & equipment list will be used to substantiate this weight – see note 1. below)		7,034	
Currently Installed Aircraft Equipment to be Removed to Achieve Offered Payload Below (If none, indicate NONE)		Equipment to be Added to Meet the Aircraft Specifications Requirements (If none, indicate NONE)	
EQUIPMENT ITEM	WEIGHT	EQUIPMENT ITEM	WEIGHT
ENTER YOUR PROPOSED AIRCRAFT PAYLOAD (The aircraft make, model and payload that we confirm with you will be made a part of your offer and will be binding if your offer is accepted for award)		7,034	

NOTE

**1. By signing below, I acknowledge that I have included the following:**

6. Latest aircraft weight and balance report with the aircraft equipped as required in Section B,
7. Aircraft equipment list,
8. Applicable Performance Charts,
9. Certified Gross Weight approval document. Type Certificate, STC (attach copy) or Cam 8 (attach copy of log book entry),
10. 14 CFR Part 137 Certificate

*Failure to include the above information, will affect the evaluation you receive for your aircraft.*

**2. By signing below, I certify to the best of my knowledge that the above information is accurate.**

Name and Signature of Representative Completing this Form <small>Signature:</small>	Date
Dain Guetersloh <i>Dain Guetersloh</i>	Dec 1, 2025
OFFEROR'S NAME	
G.B. Aerial Applications, Inc	

# AIRCRAFT STATUS SHEET

## N802GB      AT 802A      SERIAL # 802-0257

Date:

5/20/25

Enter Current Hobbs Reading:  
Date of Last Entry2523.6  
5/20/2025**INSPECTIONS**

	Enter A/C T.T. @	Last Insp.	Due	Remaining	Hours	ACTT:	2,523.6	HOBBS OFSET	0
100 Hr. Inspection:		2,523.6	2,623.6	100.0	Days	ENG TT:	545.4	ENGINE TT @ INSTALL	87.7
ANNUAL Inspection		4/22/25	4/22/26	337	Hours	ENG CYC:	689.0	EGN CYC @ INSTALL	179
Engine Hot Section Inspection		2,065.9	3,565.9	954.6	Hours				
1000 HR Starter/Gen		2,455.9	3,455.9	932.3	Hours				
ELT Test		4/22/25	4/22/26	337	Days				
ELT Battery		3/1/23	2/28/28	1014	Days				
Pitot / Static Due:91.411		5/20/25	5/20/27	730	Days				
Xponder Due:91.413		5/20/25	5/20/27	730	Days				
1000 HR Oil filter replacement		2,455.9	3,455.9	932.3	Hours				

Fuel Nozzles	2,455.9	2,755.9	232.3	Hours
WEIGHED DATE	Mar-25		EMPTY WEIGHT	8268

**USEFUL LOAD: 7732**

COMPONENT	PART NUMBER	SERIAL NUMBER	TOTAL COMPT TIME / CYCLES USED	HRS CYC	COMP. TIME AT INSTAL	A/C TIME WHEN INSTL'D	OH & OR RETIRE AT ACTT or CYCs	TIME CYCS REMAIN	
<b>AIRFRAME</b>									
LWR Spar Cap in Wing *20000W/SL203	21083-1			8648	H	0	0.0	8,648	6124.4
LWR Spar Cap in Wing *20000W/SL203	21083-2			8648	H	0	0.0	8,648	6124.4
Wing Attach Block on Lower Cap	20602-1			8648	H	0	0.0	8,648	6124.4
Wing Attach Block on Lower Cap	20602-2			8648	H	0	0.0	8,648	6124.4
Plate Assy.-Fin Front Spar Attach SL187	30511-1			20000	H	0.0	0.0	20,000	17476.4
Spar Assy.-Fin Rear	30505-1			20000	H	0.0	0.0	20,000	17476.4
Spring-Main Gear R/H * or 8000 LDGS	40091-3			3000	H	0	0	3,000	476.4
Spring-Main Gear L/H * or 8000 LDGS	40091-3			3000	H	0	0	3,000	476.4
Tail Gear				3000	H	0	0	3,000	476.4
<b>ENGINE</b>									
Engine Since New (Hours)				545.4		0	2065.9	3,000	2454.6
Engine Since OH				0.0					
Starts/Flights/Cyc count/Flt count	526	852	3	1					
Shaft Comp Rotor	3043063	PKAAA566112	635		cyc	0.0		24,000	23365
Cyc count/Flt count Compressor			2.0	1					
1st Stg Rotor Compressor	3039001	TXA1D1069	689		cyc	0.0		24,000	23311
2nd Stg Rotor Compressor	3040952	EAAD000L042	689		cyc	0.0		24,000	23311
3rd Stg Rotor Compressor	3040933	EAAD000L064	689		cyc	0.0		24,000	23311
4th Stg Rotor Compressor	3040944	TXA1D2588	689		cyc	0.0		24,000	23311
Impeller-Centrifugal	3059405-01	TXA1D2135	635		cyc	0.00		24,000	23365
Cyc count/Flt count CT disc			7.00	1.00					
CT Disc Turbine	3058528-01	YUAA015A112	573		cyc	0.0		6,000	5427
Cyc count/Flt count 1st PT disc			10.0	1					
1st Stg PT Dics	3056485-01	A003EM2N	559		cyc	0.0		15,000	14441
Cyc count/Flt count 2nd PT disc			10.0	1					
2nd Stg PT Dics	123253-01	YUAB001A723	559		cyc	0.0		15,000	14441
<b>PROPELLER</b>									
CALENDAR OVERHAUL (FIRE)						4/22/25		36 mos	4/22/28
IRAN INSPECTION						4/22/28	4/22/29		
TIME OVERHAUL				3000	H	0.0	2,523.6	3,000	3000.0

**Aircraft Weigh with CG Form****Date:** 09/30/2025

<b>Aircraft</b>		<b>Registered Owner</b>	
Tail No.:	N802GB	Name:	GB Aerial Applications
Make:	Air Tractor	Address:	12106 FM 400 Slaton, Tx 79364
Model:	AT-802A		
Serial:	802A0257		
Time:	TT: 2556.0 Tach: 2556.0		
TCD No:			

<b>Weigh Equipment Info</b>			
Equipment Make:	W/S	Model:	AWS-15K-REM
Calibration Date:	3-11-25	Serial #:	10361

1. Datum is located: Wing Leading Edge
2. Leveling Means: 5 Deg Tail down reading from top of main gear leg
3. Main Wheel weighing point is located: -10.3 Forward of Datum
4. Actual measured distance from the main wheel weigh point center line to the Tail point center line is: 285.8
5. Tail wheel weighing point is located: 275.5 Aft of Datum
6. Aircraft weighed with: 9 qts. of engine oil and 0 gals. of unusable fuel

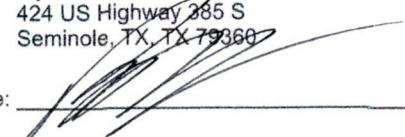
Weighing Point	Scale Reading	Arm	Moment
Left Main	3163	-10.3	-32578.90
Right Main	3122	-10.3	-32156.60
Tail	1008	275.5	277704.00
<b>Total</b>	<b>7293</b>		<b>212968.50</b>

7. Moment: 212968.50 / Weight: 7293 = CG: +29.2

Notes:
--------

Aircraft Gross Weight: 16000  
 Aircraft Empty Weight: 7293  
 Aircraft Useful Load: 8707

Prepared By: FlyTex Aviation LLC  
 424 US Highway 285 S  
 Seminole, TX, TX 79360

Signature:   
 Printed Name: Jonathan Siemens

Certificate Number: 3288274



432-788-7137 FLYTEX AVIATION, LLC Seminole TX 79360

N802GB 4-22-25 Hobbs 2523.6 Total Time 2523.6

Performed 12-month inspection on airframe IAW air tractor 802 12-month inspection program. Lubed flight controls, cables, and pulleys. Cleaned, inspected, and repacked wheel bearings. C/W ELT 12-month inspection IAW FAR91.207D, ELT batteries due 3-31-27. Serviced and inspected Gen 3 Gate IAW Annual inspection. Replaced Gen 3 gate box door seals. Replaced Gen 3 vent door rod. Leak checked with no defects noted. Replaced brake fluid supply hose from revisor to master cylinders. Bleed and serviced brakes with no defect or leaks noted. C/W AD 05-12-12 Eye Bolt torque check with no defects noted. AD 21-05-14 C/W visial inspection with no cracks noted **SL #347 4.A 1-5 Visual Inspection Due at Hobbs Time 2868.6 Section 4B dye inspection due 3355.9**. All Service letters C/W to this date. See SL list for more details. ADs complied with to this date using TDATA 2025-05. I certify this aircraft to be airworthy and return to service.



Jonathan Siemens, A&P IA 3288274

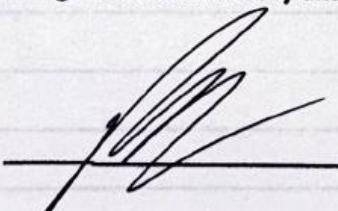


432-788-7137 FLYTEX AVIATION, LLC Seminole TX 79360

N802GB 4-22-25 Hobbs 2523.6 Total Time 545.4

Performed 100hr/annual inspection on engine. Ohm checked chip Detector. Inspected and clean oil filter with no defects noted. Cleaned fuel pump inlet screen and installed new engine driven fuel pump filter. Checked and cleaned firewall fuel filter. Checked all engine controls. Checked all fluid lines. Inspected air inlet, air box. Checked engine mounts for cracks. Engine ground runs C/W no defects noted. ADs complied with to this date using TDATA 2025-05

I certify this engine to be airworthy and return to service



Jonathan Siemens, A&P IA 3288274

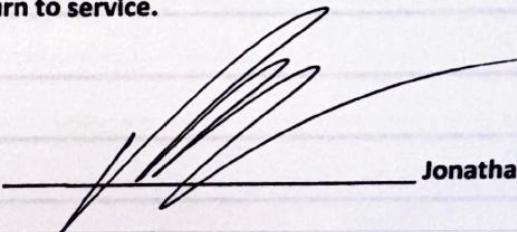


432-788-7137 FLYTEX AVIATION, LLC Seminole TX 79360

N802GB 4-22-25 Hobbs 2523.6 TSO 0.0

Removed prop and Installed overhauled prop HC-B5MA-3D S/N HBA1507, installed with new oring and hardware, Installed IAW Hartzell maint manual. Balanced prop using dyna vibe prop balancer. Performed annual inspection on prop IAW hartzell maint manual. Greased prop with Aeroshell 5 grease. ADs complied with to this date using TDATA 2025-05

I certify this prop to be airworthy and return to service.



Jonathan Siemens, A&P IA 3288274



# N828GB ~ T828

Included:

- OAS-36D SEAT Data Card
- FAA Certificate of Aircraft Registration
- Special Airworthiness Certificate
- Type 3 Aircraft Information Form
- Type 3 Aircraft Questionnaire
- Current Aircraft Status Sheet
- Weight & Balance Report

OAS-36D 03/2014				AIRCRAFT DATA CARD EXPIRES: 04/30/2026	
		OAS-68 CONTROL NO.: <input type="text"/>			
		CONTRACT #	ITEM #	TYPE	Expire
		140D0424D0069		OC SEAT	SLATON
SINGLE ENGINE AIR TANKER (SEAT) DATA CARD					
OFFICE OF AVIATION SERVICES					
OPERATOR	G.B. Aerial, Inc.				
ADDRESS	P.O. Box 39				
Slaton, TX 79364					
PHONE NO.	(806) 828-6701	FAX			
P.O.C:	D. Guetersloh	PHONE:			
COMPANY EMAIL:	admin@gbaainc.com				
MAKE, MODEL AND SERIES		Air Tractor AT-802A			
REGISTRATION NO. / TANKER NO.		N 828GB			
MFG. SERIAL NO.		802A-0052			
HOBBS / TACH READING		3184.9 /			
TYPE AIRWORTHINESS CERTIFICATE:		Restricted			
OAS CONTACT: D. FOWLER		PH: (770) 598-2298 FAX			
CONTRACT CAPACITY: 800		HOT REFUELING (INITIAL): <input checked="" type="checkbox"/>		TANKER #	
GATE/DOOR SYSTEM TYPE: GEN II		<input type="checkbox"/> YES		<input type="checkbox"/> NO	
GATE / DOOR SYSTEM TYPE: INLINE: DF		TRANSVERSE: <input type="checkbox"/>		(INITIAL ALL BLOCKS) 828	
Inspected By: /S/	K. DALE FOWLER		Print Name: FOWLER	Region/Area: OAS-ERO	Date: 03/11/2025
Approved By: /S/	K. DALE FOWLER		Print Name: FOWLER	Region/Area: OAS-ERO	Date: 03/11/2025

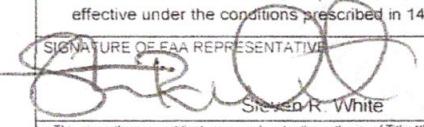
## REGISTRATION NOT TRANSFERABLE

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION – FEDERAL AVIATION ADMINISTRATION CERTIFICATE OF AIRCRAFT REGISTRATION		This certificate must be in the aircraft when operated.
NATIONALITY AND REGISTRATION MARKS <b>N</b> 828GB		AIRCRAFT SERIAL NO. <b>802A0052</b>
MANUFACTURER AND MANUFACTURER'S DESIGNATION OF AIRCRAFT <b>AIR TRACTOR INC</b> AT-802A		
ICAO Aircraft Address Code: <b>52647453</b>		
I S S U E D  T O	G B AERIAL APPLICATIONS INC PO BOX 39 SLATON TX 79364-0039	This certificate is issued for registration purposes only and is not a certificate of title. The Federal Aviation Administration does not determine rights of ownership as between private persons.
Corporation		
It is certified that the above described aircraft has been entered on the register of the Federal Aviation Administration, United States of America, in accordance with the Convention on International Civil Aviation dated December 7, 1944, and with Title 49, United States Code, and regulations issued thereunder.		
DATE OF ISSUE	December 9, 2005	<i>Polly Trotter</i> ACTING ADMINISTRATOR
EXPIRATION DATE	January 31, 2029	

AC Form 8050-3 (10/2019) Supersedes previous editions



U.S. Department of Transportation  
**Federal Aviation Administration**

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION-FEDERAL AVIATION ADMINISTRATION <b>SPECIAL AIRWORTHINESS CERTIFICATE</b>			
CATEGORY/DESIGNATION Restricted			
PURPOSE Agricultural and Pest Control / Forest			
MANU- FACTURER	NAME	N/A	
	ADDRESS	N/A	
FLIGHT	FROM	N/A	
	TO	N/A	
N 828GB	MODEL	802A	SERIAL NO. 802A-0052
BUILDER	Air Tractor	DATE OF ISSUANCE R 15 Dec 2017	
Unless sooner surrendered, suspended, revoked, or the termination date of <b>UNLIMITED</b> , this airworthiness certificate is effective under the conditions prescribed in 14 CFR, Part 21, Section 21.181 or 21.217			
SIGNATURE OF FAA REPRESENTATIVE 		DESIGNATION OR OFFICE NO Steven R. White SW-FSDO-13	
This airworthiness certificate is issued under the authority of Title 49 United States Code 44704 and Title 14 Code of Federal Regulations. Any alteration, misuse or reproduction for a fraudulent purpose of this certificate may be punishable by certificate revocation, fine, and / or imprisonment. THIS PORTION OF THE CERTIFICATE MUST BE DISPLAYED IN THE AIRCRAFT PER THE APPLICABLE REGULATIONS			

-- *Conditions and Limitations* --

This aircraft must be operated in accordance with 14 CFR § 91.313.

1. This aircraft does not meet the airworthiness standards of Annex 8 to the Convention on International Civil Aviation. Operations in airspace outside of the United States will require the permission of the applicable foreign authority. That permission must be carried aboard the aircraft together with this U.S. airworthiness certificate and, upon request, be made available to an FAA inspector or the applicable foreign authority in the country of operation. Operations may be further restricted by the applicable foreign authority. This may include not allowing use of an airport, requiring specific routing, and restricting flight over specific areas. The operator must comply with any additional limitation prescribed by the applicable foreign authority when operating in its airspace. (1)
2. These operating limitations do not provide any relief from any applicable law or regulation. This aircraft must be operated per applicable regulations and the additional limitations prescribed herein. Note that a clearance from air traffic control (ATC) is not authorization for a pilot to deviate from any rule, regulation, operating limitation, or minimum altitude, or to conduct unsafe operation of the aircraft. If ATC issues a clearance that would cause a pilot to deviate from a rule, regulation, or operating limitation, or in the pilot's opinion, would place the aircraft in jeopardy, it is the pilot's responsibility to request an amended clearance. These operating limitations are a part of FAA Form 8130-7 and are to be carried in the aircraft at all times and to be available to the pilot in command of the aircraft. (2)
3. Application to amend this certificate must be made to the local Flight Standards District Office (FSDO) or Manufacturing Inspection District Office (MIDO). (4)

- END -

## SECTION E – OFFEROR'S REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

## EXHIBIT E-2b

## TYPE 3 AIRCRAFT INFORMATION FORM

Reproduce and submit for each aircraft offered - Complete shaded blocks

Offeror's Name:	G.B. Aerial Applications, Inc				
Aircraft Make and Model:	Air Tractor AT-802AF	Aircraft Tail Number:	N828GB	Tanker Number:	T828

VNE at MTOW 16,000 KIASCruise airspeed (7,000' PA and 30°C) 141 knotsEndurance 2.7 hours

(75% power, 200 lb. pilot, and 6,900 lbs. of retardant)

Minimum tank capacity of 800 US gallons  Yes  NoAircraft certified under 4 CFR 23 or 25  Yes  NoCapable of takeoff as configured at 7,000 feet PA and 30°C  Yes  No

Describe any enhancements your aircraft may have.

This Table completely and accurately completed will be used to determine your aircraft payload capability.

Payload Calculations	Description	Example	Proposed Aircraft
Maximum Takeoff Weight (MTOW)	at 7000' and 30°C per Aircraft Flight Manual (AFM).	16,000	16,000
Empty Weight	Basic Empty Weight of Aircraft per current (within 60 months) aircraft weight report.	6800	7,238
Weight of Equipment to be added	Equipment to be added to meet the requirements of this contract (e.g., approved gate, required avionics, first aid kit).	+450 (approved gate and 1 FM radio)	
Weight of Equipment to be removed	Equipment to be removed to achieve offered payload (e.g. spray equipment, on-board injection equipment).	-200 (spray equipment)	
Computed Empty Weight in Contract Configuration	Empty Weight in current configuration plus and/or minus equipment to be added or removed for contract compliance.	6800+450-200=7050	7,238
Fuel (1.5 hrs @ 6.7 lbs/gal)	Per Exhibit 6 <ul style="list-style-type: none"> <li>• AT-802-65 = 82T gal/hr</li> <li>• AT-802-67 = 86T gal/hr</li> <li>• AT-802-67F = 90T gal/hr</li> <li>• AT-802-331 = 80T gal/hr</li> </ul>	1.5x6.7x86=864.3	904.5
Pilot	200 lbs	200	200
Basic Operating Weight (BOW) with required fuel	Computed Empty Weight plus 1.5 hrs fuel and pilot per contract specifications	7050+864.3+200=8114.3	8,342.5
Proposed Aircraft Payload in Contract Configuration	MTOW - BOW	16,000-8114.3 = 7885.7	7,657.5
ENTER YOUR PROPOSED AIRCRAFT PAYLOAD (The aircraft make, model and payload that we confirm with you will be made a part of your offer and will be binding if your offer is accepted for award.)			7,657.5

## SECTION E – OFFEROR'S REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

**EXHIBIT E-2a**  
**TYPE 3 AIRCRAFT QUESTIONNAIRE**

You may recreate this form but it must include all the information listed

This Questionnaire completely and accurately completed will be used to determine your aircraft payload capability.

**REPRODUCE AND SUBMIT FOR EACH AIRCRAFT OFFERED - COMPLETE SHADED BLOCKS**

**Minimum Aircraft Requirements:**

- Must have a Standard and/or Restricted Airworthiness Certificate (see B2).
- Aircraft certified under 14 CFR 23 or 25 (See B2).
- An aircraft make and model for which engineering and logistical support, for continued airworthiness, is provided from the current type certificate holder or supplemental type certificate holder.
- VFR, Day Only.
- Minimum tank capacity of 800 US gallons.
- Minimum payload of 6,900 pounds with IAB approved gate system installed, 1.5 hrs fuel and a 200 lb pilot at 7,000ft and 30° Celsius.
- Operational Endurance of at least one hour and 30 minutes (1.5 hours) at 75% power, with 6,900 pounds of retardant, and a 200-lb pilot.
- Never exceed (VNE) airspeed of at least 140 knots indicated airspeed at MTOW.
- Capable of takeoff as configured above at 7,000 feet pressure altitude and 30° Celsius
- Cruise airspeed of at least 117 knots true airspeed at 7,000 feet pressure altitude and 30° Celsius.

All firefighting equipment must be available or installed at the time of inspection.

Aircraft Make and Model	FAA Registration #	Serial #	Cruise Airspeed
1997 Air Tanker AT-802AF	N828GB	802A-0052	141 kTs / 162mph
Tanker Number(s) If assigned T828	Fire Gate Model FRDS GenIII w/ Telemetry	Engine Installed P&W PT6A-67F	
Aircraft Equipped Weight (Your aircraft weight & balance report & equipment list will be used to substantiate this weight – see note 1. below)		7,238	
Currently Installed Aircraft Equipment to be Removed to Achieve Offered Payload Below (If none, indicate NONE)		Equipment to be Added to Meet the Aircraft Specifications Requirements (If none, indicate NONE)	
EQUIPMENT ITEM	WEIGHT	EQUIPMENT ITEM	WEIGHT
ENTER YOUR PROPOSED AIRCRAFT PAYLOAD (The aircraft make, model and payload that we confirm with you will be made a part of your offer and will be binding if your offer is accepted for award)		7,238	

NOTE

**1. By signing below, I acknowledge that I have included the following:**

6. Latest aircraft weight and balance report with the aircraft equipped as required in Section B,
7. Aircraft equipment list,
8. Applicable Performance Charts,
9. Certified Gross Weight approval document. Type Certificate, STC (attach copy) or Cam 8 (attach copy of log book entry),
10. 14 CFR Part 137 Certificate

*Failure to include the above information, will affect the evaluation you receive for your aircraft.*

**2. By signing below, I certify to the best of my knowledge that the above information is accurate.**

Name and Signature of Representative Completing this Form  Dain Guetersloh <i>Dain Guetersloh</i>	Date  Dec 1, 2025
OFFEROR'S NAME  G.B. Aerial Applications, Inc	

**AIRCRAFT STATUS SHEET****N828GB****AT 802A****SERIAL # 802-0052****Date:****3/1/25****Enter Current Hobbs Reading:****3184.9****Date of Last Entry****3/1/2025**

	<b>Enter A/C T.T. @</b>	<b>Last Insp.</b>	<b>Due</b>	<b>Remaining</b>		<b>ACTT:</b>	<b>5,829.9</b>	<b>HOBBS OFSET</b>	<b>2645</b>
				<b>Hours</b>	<b>Days</b>	<b>ENG TT:</b>	<b>576.6</b>	<b>ENGINE TT @</b>	<b>119.7</b>
				<b>Hours</b>	<b>Hours</b>	<b>ENG CYC:</b>	<b>641.3</b>	<b>INSTALL EGN CYC @</b>	<b>214</b>
<b>100 Hr. Inspection:</b>		5,829.9	5,929.9	100.0					
<b>ANNUAL Inspection</b>		3/1/25	3/1/26	365					
<b>Engine Hot Section Inspection</b>		5,373.0	6,873.0	1043.1					
<b>1000 HR Starter/Gen</b>		5,373.0	6,373.0	543.1					
<b>ELT Test</b>		3/1/25	3/1/26	365					
<b>ELT Battery</b>		3/1/22	2/28/27	729					
<b>Pitot / Static Due:91.411</b>		3/1/25	3/1/27	730					
<b>Xponder Due:91.413</b>		3/1/25	3/1/27	730					
<b>Fuel Nozzles</b>		5,766.0	6,066.0	236.1					
<b>WEIGHED DATE</b>		Jan-21		<b>EMPTY WEIGHT</b>	<b>7238</b>				
<b>COMPONENT</b>	<b>PART NUMBER</b>	<b>SERIAL NUMBER</b>		<b>TOTAL COMP'T TIME / CYCLES USED</b>	<b>LIMIT</b>	<b>HRS CYC</b>	<b>COMP. TIME AT INSTAL</b>	<b>A/C TIME WHEN INSTL'D</b>	<b>OH &amp; OR RETIRE AT ACTT or CYCs</b>
<b>AIRFRAME</b>									
LWR Spar Cap in Wing *20000W/SL203	21083-1			8648		H	0	0.0	8,648
LWR Spar Cap in Wing *20000W/SL203	21083-2			8648		H	0	0.0	8,648
Wing Attach Block on Lower Cap	20602-1			8648		H	0	0.0	8,648
Wing Attach Block on Lower Cap	20602-2			8648		H	0	0.0	8,648
Plate Assy.-Fin Front Spar Attach SL187	30511-1			20000		H	0.0	0.0	20,000
Spar Assy.-Fin Rear	30505-1			20000		H	0.0	0.0	20,000
Spring-Main Gear R/H * or 8000 LDGS	40091-3			3000		H	0	3000	6,000
Spring-Main Gear L/H * or 8000 LDGS	40091-3			3000		H	0	3000	6,000
Tail Gear				3000		H	0	3000	6,000
<b>ENGINE</b>	<b>P&amp;W PT6-67F</b>			<b>S/N</b>	<b>PCE-RZ0145</b>				
Engine Since New (Hours)				576.6			5373		
Engine Since O/H				576.6				3,000	2423.4
Starts/Flights/Cyc count/Flt count	490	944		3	1				
Shaft Comp Rotor	3043063	pkaaa566113		641		cyc	0.0		24,000
Cyc count/Flt count Compressor				3.0	1				23359
1st Stg Rotor Compressor	3039001	TXA1D1553		641		cyc	0.0		23359
2nd Stg Rotor Compressor	3040952	eaad000L040		641		cyc	0.0		23359
3rd Stg Rotor Compressor	3040933	EAAD000L094		641		cyc	0.0		23359
4th Stg Rotor Compressor	3040944	TXA1D1648		641		cyc	0.0		23359
Impeller-Centrifugal	3059405-01	TXA1D2151		641		cyc	0.00		23359
Cyc count/Flt count CT disc				7.00	1.00				
CT Disc Turbine	3058528-01	YUAA015A103		555		cyc	0.0		6,000
Cyc count/Flt count 1st PT disc				10.0	1				5445
1st Stg PT Dics	3056485-01	A003KE6Y		535		cyc	0.0		15,000
Cyc count/Flt count 2nd PT disc				10.0	1				14465
2nd Stg PT Dics	3123253-01	YUAV001K223		535		cyc	0.0		15,000
<b>PROPELLER</b>	<b>HC-B5MA-3D</b>					<b>S/N</b>	<b>HBA2045</b>		
CALENDAR OVERHAUL (FIRE)						3/7/23		3/7/23	60 MOS
IRAN INSPECTION						first 3-1-26			3/1/29
TIME OVERHAUL				3000		H	0.0	5,566.0	8,566
									2736.1

**Weight and Balance Report**

Make:   
 Model:

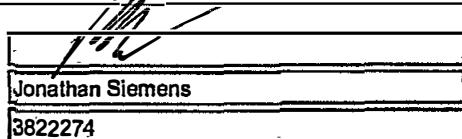
Serial Number:   
 Registration Number:   
 Gross Weight:

**Aircraft as Weighed**

Weight Point	Scale Reading	Tare	=	Net Weight	$\times$	Arm	=	Moment
Left Main	4240			4240.00		-10.3		-43672.00
Right Main	4149			4149.00		-10.3		-42734.70
<input type="radio"/> Nose <input checked="" type="radio"/> Tail	1355			1355.00		275.5		373302.50
<b>Total as Weighed</b>				<b>9744.00</b>		<b>29.44</b>		<b>286895.80</b>

**Weight Corrections**

Description	Weight	Arm	Moment
Full Fuel 374 Gals	-2505.8	33	-82691.40
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
<b>Total Corrected Empty Weight</b>	<b>7238.20</b>	<b>28.21</b>	<b>204204.40</b>

Signature:   
 Name/Title:   
 Certification Number:

Useful Load:   
 Center of Gravity:   
 Date of Scale Calibration:   
 Report Date:



432-788-7137 FLYTEX AVIATION, LLC Seminole TX 79360

N3070E 3-1-25 Hobbs 1158.1 Total Time 1158.1

Performed 12-month inspection on airframe IAW air tractor 802 12-month inspection program. Lubed flight controls, cables, and pulleys. Cleaned, inspected, and repacked wheel bearings. Replaced tail wheel tire. Replaced L & R rudder cables. Replaced left cockpit door window. Replaced sacrificial anode on fire gate. Serviced and inspected Gen 3 Gate IAW Annual inspection. Replaced Gen 3 circuit breaker with breaker switch P/N W31X2M1G5 IAW Trotter SIL-0012. C/W ELT 12-month inspection IAW FAR91.207D, installed new battery ELT battery P/N E-04.0 due replacement 10-31-29. Replaced missing static wick on tail. C/W AD 05-12-12 Eye Bolt torque check with no defects noted. AD 21-05-14 C/W visual inspection with no cracks noted SL #347 4.A 1-5 Visual Inspection. Due at Hobbs Time 1458.1 Section 4B dye inspection due 1787.0. All Service letters C/W to this date. See SL list for more details. ADs complied with to this date using TDATA 2024-04. I certify this aircraft to be airworthy and return to service.

  
Jonathan Siemens, A&P IA 3288274

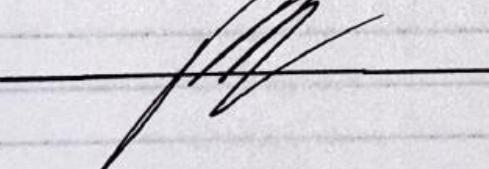


432-788-7137 FLYTEX AVIATION, LLC Seminole TX 79360

N3070E 3-1-25 Hobbs 1158.1 Total Time 1158.1

Performed 100hr/annual inspection on engine. Ohm checked chip Detector. Cleaned engine oil filter. Cleaned fuel pump inlet screen and installed New engine driven fuel pump filter. Checked and cleaned firewall fuel filter. Checked all engine controls. Checked all fluid lines. Inspected air inlet, air box. Replaced Air Filter. Checked engine mounts for cracks. Engine ground runs C/W no defects noted. ADs complied with to this date using TDATA 2024-04

I certify this engine to be airworthy and return to service

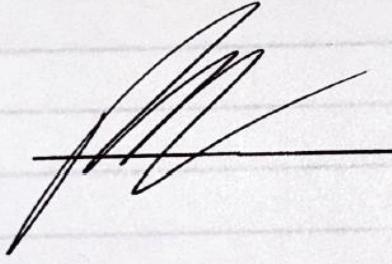
  
Jonathan Siemens, A&P IA 3288274



432-788-7137 FLYTEX AVIATION, LLC Seminole TX 79360

N3070E 3-1-25 Hobbs 1158.1 TSO 367.2

Performed 100hr/annual inspection on prop with no defects noted. Greased prop with Aeroshell 5. I certify this prop to be airworthy and return to service.

  
Jonathan Siemens, A&P IA 3288274



# N803MA ~ T850

## Included:

- OAS-36D SEAT Data Card
- FAA Certificate of Aircraft Registration
- Special Airworthiness Certificate
- Type 3 Aircraft Information Form
- Type 3 Aircraft Questionnaire
- Current Aircraft Status Sheet
- Weight & Balance Report

OAS-36D 03/2014		 <b>SINGLE ENGINE AIR TANKER (SEAT) DATA CARD</b>		AIRCRAFT DATA CARD EXPIRES: <b>04/30/2026</b>	
 <b>OFFICE OF AVIATION SERVICES</b>		OAS-68 CONTROL NO.: <b> </b>			
<b>OPERATOR</b> <b>G.B. Aerial, Inc.</b> <b>ADDRESS</b> <b>P.O. Box 39</b> <b>PHONE NO.</b> <b>Slaton, TX 79364</b> <b>P.O.C:</b> <b>(806) 828-6701</b> <b>FAX</b> <b>COMPANY EMAIL:</b> <b>D. Guetersloh</b> <b>PHONE:</b> <b>admin@gbaainc.com</b>		<b>MAKE, MODEL AND SERIES</b> <b>Air Tractor AT-802A</b> <b>REGISTRATION NO. / TANKER NO.</b> <b>N 803MA</b> <b>MFG. SERIAL NO.</b> <b>802A-0093</b> <b>HOBBS / TACH READING</b> <b>3510.0</b> <b>/</b> <b>TYPE AIRWORTHINESS CERTIFICATE:</b> <b>Restricted</b> <b>OAS CONTACT:</b> <b>D. FOWLER</b> <b>PH: (770) 598-2298</b> <b>FAX</b>			
<b>CONTRACT CAPACITY:</b> <b>800</b> <b>GATE/DOOR SYSTEM TYPE:</b> <b>TCL</b> <b>GATE / DOOR SYSTEM TYPE:</b> <b>INLINE:</b> <b>DF</b> <b>TRANSVERSE:</b> <b> </b>		<b>HOT REFUELING (INITIAL):</b> <b>X</b> <b> </b> <b>YES</b> <b>NO</b>		<b>TANKER #</b> <b>850</b>	
<b>Inspected By:</b> <b>/S/</b> <b>K. DALE FOWLER</b> <b>Approved By:</b> <b>/S/</b> <b>K. DALE FOWLER</b>		<b>Print Name:</b> <b>FOWLER</b> <b>Print Name:</b> <b>FOWLER</b>		<b>Region/Area:</b> <b>OAS-ERO</b> <b>Date:</b> <b>03/11/2025</b> <b>Region/Area:</b> <b>OAS-ERO</b> <b>Date:</b> <b>03/11/2025</b>	

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION – FEDERAL AVIATION ADMINISTRATION CERTIFICATE OF AIRCRAFT REGISTRATION		This certificate must be in the air- craft when operated.
NATIONALITY AND REGISTRATION MARKS <b>N 803MA</b>		AIRCRAFT SERIAL NO. <b>802A-0093</b>
MANUFACTURER AND MANUFACTURER'S DESIGNATION OF AIRCRAFT <b>AIR TRACTOR INC</b> <b>AT-802A</b>		
ICAO Aircraft Address Code: <b>52567026</b>		
<b>I S S U E D  T O</b>	<b>G B AERIAL APPLICATIONS INC PO BOX 39 SLATON TX 79364-0039</b>	This certificate is issued for registration purposes only and is not a certificate of title. The Federal Aviation Administration does not determine rights of ownership as between private persons.
<b>Corporation</b>		
It is certified that the above described aircraft has been entered on the register of the Federal Aviation Administration, United States of America, in accordance with the Convention on International Civil Aviation dated December 7, 1944, and with Title 49, United States Code, and regulations issued thereunder.		
DATE OF ISSUE <b>June 3, 2013</b> EXPIRATION DATE <b>June 30, 2029</b>		 <b>Polly Trotter, ACTING ADMINISTRATOR</b>

## G. B. AERIAL APPLICATIONS, INC.

## N803MA Airworthiness Certificate

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION <b>SPECIAL AIRWORTHINESS CERTIFICATE</b>			
A	CATEGORY/DESIGNATION <b>RESTRICTED ✓</b>		
	PURPOSE <b>AGRICULTURAL &amp; PEST CONTROL ✓ FOREST</b>		
B	MANU-FACTURER	NAME <b>N/A</b>	ADDRESS <b>N/A</b>
C	FLIGHT	FROM <b>SEE ATTACHED OPERATING LIMITATIONS</b>	TO <b>SEE ITEM D REVERSE SIDE OF THIS CERTIFICATE</b>
D	N-803MA BUILDER <b>AIRTRACTOR INC.</b>	SERIAL NO. <b>802A-0093</b>	MODEL <b>AT-802A</b>
	DATE OF ISSUANCE <b>05/11/2007</b>	EXPIRY <b>UNLIMITED</b>	OPERATING LIMITATIONS DATED <b>05/11/2007</b> ARE A PART OF THIS CERTIFICATE
E	SIGNATURE OF A REPRESENTATIVE <b>MARK R. TRUDEAU</b>	DESIGNATION OR OFFICE NO. <b>NM-FSDO-05</b>	
Any alteration, reproduction or misuse of this certificate may be punishable by a fine not exceeding \$1,000 or imprisonment not exceeding 3 years, or both. THIS CERTIFICATE MUST BE DISPLAYED IN THE AIRCRAFT IN ACCORDANCE WITH APPLICABLE FEDERAL AVIATION REGULATIONS.			

FAA FORM 8130-7 (10/02)

SEE REVERSE SIDE

## SECTION E – OFFEROR'S REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

## EXHIBIT E-2b

## TYPE 3 AIRCRAFT INFORMATION FORM

Reproduce and submit for each aircraft offered - Complete shaded blocks

Offeror's Name:	G.B. Aerial Applications, Inc				
Aircraft Make and Model:	Air Tractor AT-802AF	Aircraft Tail Number:	N803MA	Tanker Number:	T850

VNE at MTOW 16,000 KIASCruise airspeed (7,000' PA and 30°C) 141 knotsEndurance 2.7 hours  
(75% power, 200 lb. pilot, and 6,900 lbs. of retardant)Minimum tank capacity of 800 US gallons  Yes  NoAircraft certified under 4 CFR 23 or 25  Yes  NoCapable of takeoff as configured at 7,000 feet PA and 30°C  Yes  No

Describe any enhancements your aircraft may have.

This Table completely and accurately completed will be used to determine your aircraft payload capability.

Payload Calculations	Description	Example	Proposed Aircraft
Maximum Takeoff Weight (MTOW)	at 7000' and 30°C per Aircraft Flight Manual (AFM).	16,000	16,000
Empty Weight	Basic Empty Weight of Aircraft per current (within 60 months) aircraft weight report.	6800	6,915
Weight of Equipment to be added	Equipment to be added to meet the requirements of this contract (e.g., approved gate, required avionics, first aid kit).	+450 (approved gate and 1 FM radio)	
Weight of Equipment to be removed	Equipment to be removed to achieve offered payload (e.g. spray equipment, on-board injection equipment).	-200 (spray equipment)	
Computed Empty Weight in Contract Configuration	Empty Weight in current configuration plus and/or minus equipment to be added or removed for contract compliance.	6800+450-200=7050	6,915
Fuel (1.5 hrs @ 6.7 lbs/gal)	Per Exhibit 6 <ul style="list-style-type: none"> <li>• AT-802-65 = 82T gal/hr</li> <li>• AT-802-67 = 86T gal/hr</li> <li>• AT-802-67F = 90T gal/hr</li> <li>• AT-802-331 = 80T gal/hr</li> </ul>	1.5x6.7x86=864.3	904.50
Pilot	200 lbs	200	200
Basic Operating Weight (BOW) with required fuel	Computed Empty Weight plus 1.5 hrs fuel and pilot per contract specifications	7050+864.3+200=8114.3	8,019.50
Proposed Aircraft Payload in Contract Configuration	MTOW - BOW	16,000-8114.3 = 7885.7	7,980.50
ENTER YOUR PROPOSED AIRCRAFT PAYLOAD (The aircraft make, model and payload that we confirm with you will be made a part of your offer and will be binding if your offer is accepted for award.)			7,980.50

## SECTION E – OFFEROR'S REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

**EXHIBIT E-2a**  
**TYPE 3 AIRCRAFT QUESTIONNAIRE**

You may recreate this form but it must include all the information listed

This Questionnaire completely and accurately completed will be used to determine your aircraft payload capability.

**REPRODUCE AND SUBMIT FOR EACH AIRCRAFT OFFERED - COMPLETE SHADED BLOCKS**

**Minimum Aircraft Requirements:**

- Must have a Standard and/or Restricted Airworthiness Certificate (see B2).
- Aircraft certified under 14 CFR 23 or 25 (See B2).
- An aircraft make and model for which engineering and logistical support, for continued airworthiness, is provided from the current type certificate holder or supplemental type certificate holder.
- VFR, Day Only.
- Minimum tank capacity of 800 US gallons.
- Minimum payload of 6,900 pounds with IAB approved gate system installed, 1.5 hrs fuel and a 200 lb pilot at 7,000ft and 30° Celsius.
- Operational Endurance of at least one hour and 30 minutes (1.5 hours) at 75% power, with 6,900 pounds of retardant, and a 200-lb pilot.
- Never exceed (VNE) airspeed of at least 140 knots indicated airspeed at MTOW.
- Capable of takeoff as configured above at 7,000 feet pressure altitude and 30° Celsius
- Cruise airspeed of at least 117 knots true airspeed at 7,000 feet pressure altitude and 30° Celsius.

All firefighting equipment must be available or installed at the time of inspection.

Aircraft Make and Model	FAA Registration #	Serial #	Cruise Airspeed
2000 Air Tractor AT-802AF	N803MA	802A-0093	141 kTs / 162mph
Tanker Number(s) If assigned T850	Fire Gate Model FRDS GenIII w/ Telemetry	Engine Installed P&W PT6A-67F	
Aircraft Equipped Weight (Your aircraft weight & balance report & equipment list will be used to substantiate this weight – see note 1. below)		6,915	
Currently Installed Aircraft Equipment to be Removed to Achieve Offered Payload Below (If none, indicate NONE)		Equipment to be Added to Meet the Aircraft Specifications Requirements (If none, indicate NONE)	
EQUIPMENT ITEM	WEIGHT	EQUIPMENT ITEM	WEIGHT
ENTER YOUR PROPOSED AIRCRAFT PAYLOAD (The aircraft make, model and payload that we confirm with you will be made a part of your offer and will be binding if your offer is accepted for award)		6,915	

NOTE

**1. By signing below, I acknowledge that I have included the following:**

6. Latest aircraft weight and balance report with the aircraft equipped as required in Section B,
7. Aircraft equipment list,
8. Applicable Performance Charts,
9. Certified Gross Weight approval document. Type Certificate, STC (attach copy) or Cam 8 (attach copy of log book entry),
10. 14 CFR Part 137 Certificate

*Failure to include the above information, will affect the evaluation you receive for your aircraft.*

**2. By signing below, I certify to the best of my knowledge that the above information is accurate.**

Name and Signature of Representative Completing this Form  Dain Guetersloh <i>Dain Guetersloh</i>	Date  Dec 1, 2025
OFFEROR'S NAME  G.B. Aerial Applications, Inc	

**AIRCRAFT STATUS SHEET****N803MA****AT 802A****SERIAL # 802A-0093**

Date:

3/1/25

Enter Current Hobbs Reading:

3510

Date of Last Entry

3/1/2025

**INSPECTIONS**

	Enter A/C T.T. @	Last Insp.	Due	Remaining	Hours	ACTT:	3,510.0	HOBBS OFSET	0
100 Hr. Inspection:		3,510.0	3,610.0	100.0	Days	ENG TS0:	666.8	ENGINE TT @ INSTALL	0
ANNUAL Inspection		3/1/25	3/1/26	365	Hours	ENG CYC:	1,292.5	EGN CYC @ INSTALL	0
Engine Hot Section Inspection		2,843.2	4,343.2	833.2	Hours				
1000 HR Starter/Gen		2,843.2	3,843.2	333.2	Hours				
ELT Test		3/1/25	3/1/26	365	Days				
ELT Battery		3/1/24	3/1/26	365	Days				
Pitot / Static Due:91.411		3/1/25	3/1/27	730	Days				
Xponder Due:91.413		3/1/25	3/1/27	730	Days				
1000 HR oil filter replacement		3,154.8	4,154.8	644.8	Hours				
Fuel Nozzles		3,365.0	3,665.0	155.0	Hours				
WEIGHED DATE		Mar-20		EMPTY WEIGHT	6915			USEFUL LOAD:	9085.2

**COMPONENT**

PART NUMBER	SERIAL NUMBER	TOTAL COMPT TIME / CYCLES USED	HRS CYC	COMP. TIME AT INSTAL	A/C TIME WHEN INSTL'D	OH & OR RETIRE AT ACTT or CYCs	TIME CYCS REMAIN
-------------	---------------	--------------------------------	---------	----------------------	-----------------------	--------------------------------	------------------

**AIRFRAME**

LWR Spar Cap in Wing *20000W/SL203			6500	H	0	0.0	6,500	2990.0
LWR Spar Cap in Wing *20000W/SL203			6500	H	0	0.0	6,500	2990.0
Wing Attach Block on Lower Cap	21083-1		6500	H	0	0.0	6,500	2990.0
Wing Attach Block on Lower Cap	21083-2		6500	H	0	0.0	6,500	2990.0
Plate Assy.-Fin Front Spar Attach SL187	30511-1		20000	H	0.0	0.0	20,000	16490.0
Spar Assy.-Fin Rear	30505-1		20000	H	0.0	0.0	20,000	16490.0
Spring-Main Gear R/H * or 8000 LDGS	40091-3		3000	H	0	2843.2	5,843	2333.2
Spring-Main Gear L/H * or 8000 LDGS	40091-3		3000	H	0	2843.2	5,843	2333.2
Tail Gear			3000	H	0	2843.2	5,843	2333.2

**ENGINE**

P&amp;W PT6-67AG

S/N PCE- RD0027

Engine Since Overhaul			666.8		0	2843.2	3,000	2333.2
Engine Since New			3,510.0					
Starts/Flights/Cyc count/Flt count	823	1762	3	1				
Shaft Comp Rotor	3043063	A0007CNA	1136		cyc	0.0	24,000	20498
Cyc count/Flt count Compressor			2.0	1				
1st Stg Rotor Compressor	3037001	A0008BP4	1293		cyc	0.0	24,000	19588
2nd Stg Rotor Compressor	3040942	62B031	1293		cyc	0.0	24,000	19588
3rd Stg Rotor Compressor	3040933	61B456	1293		cyc	0.0	24,000	19588
4th Stg Rotor Compressor	3040944	61B549	1293		cyc	0.0	24,000	19588
Impeller-Centrifugal	3036898	5H063	1136		cyc	0.00	24,000	20498
Cyc count/Flt count CT disc			5.25	0.75				
CT Disc Turbine	3053740-01	A0008CTS	796		cyc	0.0	8,000	5902
Cyc count/Flt count 1st PT disc			9.3	0.63				
1st Stg PT Dics	3037312	A0008NHKL	619		cyc	0.0	15,000	13259
Cyc count/Flt count 2nd PT disc			6.6	1.08				
2nd Stg PT Dics	3037313	A0008KAK	1031		cyc	0.0	15,000	12379

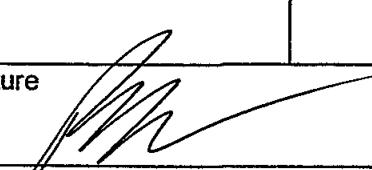
**PROPELLER**

HC-B5MA-3D

S/N HBA1298

CALENDAR OVERHAUL (FIRE)			4562	3/1/25		60 MOS	2/28/30
Iran due				2/29/28	2/28/29		
TIME OVERHAUL			3000	H	0.0	3,510.0	3000.0

## Aircraft Weight and Balance

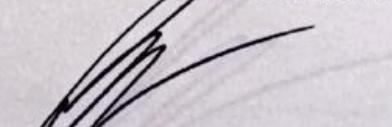
Tail Number: <b>N803MA</b>		Date: 3-1-20		
Prepared by: <b>FlyTex Aviation LLC</b>		Work Order No:		
		Type Certificate No:		
Aircraft Make: Air Tractor	Model: AT802A	Serial No: 802A-0093	Hours: 3194.7	
Registered Owner: GB Aerial Applications		Address: 4601 50th St Suite 101 Lubbock Tx 79414		
Maximum Weight 16000.00		CG Range	FWD 23.00	AFT 27.00
As Received; Date of Previous Weight and Balance: 12-8-16				
<b>Useful Load:</b> 9050.00	<b>EW:</b> 6950.00	<b>EWCG:</b> 24.00	<b>Moment:</b> 166800.00	
Notes: Removed rinse tank system				
<b>Items Added or Removed</b>			<b>Weight</b>	<b>Arm</b>
Removed hopper rinse tank system			-35.20	-27.80
			0.00	0.00
			0.00	0.00
			0.00	0.00
			0.00	0.00
			0.00	0.00
			0.00	0.00
			0.00	0.00
			0.00	0.00
			0.00	0.00
			0.00	0.00
			0.00	0.00
			0.00	0.00
			0.00	0.00
			0.00	0.00
			0.00	0.00
			0.00	0.00
			0.00	0.00
			0.00	0.00
<input checked="" type="checkbox"/> As Calculated <input type="checkbox"/> As Weighed		New Moment 167778.56	<b>New Empty Weight CG</b> 24.26	<b>New Useful Load</b> 9085.20
		New EW 6914.80		
		Signature  Repair Agency or License No: 3288274		



432-788-7137 FLYTEX AVIATION, LLC Seminole TX 79360

N803MA 3-1-25 Hobbs 3510.0 Total Time 3510.0

Performed 12-month inspection on airframe IAW air tractor 802 12-month inspection program. Lubed flight controls, cables, and pulleys. Cleaned, inspected, and repacked wheel bearings. Replaced left main gear bearings and races. Replaced broken bonding strap on rudder. Removed Hopper Vbrace and reinstalled using new hardware and gaskets. Replaced rudder and elevator Trim Hardware. Replaced hopper door gaskets. Resealed gate hydraulic power pack regulator screw by tighten Jam nut on regulator. Serviced gate accumulators to proper PSI and serviced gate IAW Turbine conversions gate ICA. Tightened upper EDump handle rod bolt. C/W ELT 12-month inspection IAW FAR91.207D, Replaced elt batteries, elt batteries due 3-1-26. Replaced flap indicator light. C/W AD 05-12-12 Eye Bolt torque check with no defects noted. AD 21-05-14 C/W visual inspection with no cracks noted SL #347 4.A 1-5 Visual Inspection Due at Hobbs Time 3810.0, Section 4B dye inspection due 4,343.8. C/W SL 247 and 331 Upper rudder hinge reinforcement. Next inspection due Hobbs 3768.6. ADs complied with to this date using TDATA 2025-04 I certify this aircraft to be airworthy and return to service.

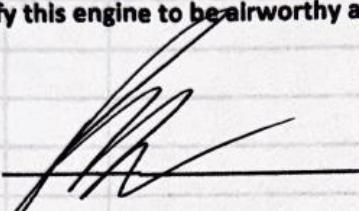
  
Jonathan Siemens, A&P IA 3288274



432-788-7137 FLYTEX AVIATION, LLC Seminole TX 79360

N803MA 3-1-25 Hobbs 3510.0 Total Time 3510.0 TSO 667.7

Performed 100hr/annual inspection on engine. Ohm checked chip Detector. Cleaned engine oil filter. Cleaned fuel pump inlet screen and installed New engine driven fuel pump filter. Checked and cleaned firewall fuel filter. Checked all engine controls. Checked all fluid lines. Inspected air inlet, air box. Replaced Air filter. Checked engine mounts for cracks. Engine ground runs C/W no defects noted. ADs complied with to this date using TDATA 2025-04

  
I certify this engine to be airworthy and return to service

Jonathan Siemens, A&P IA 3288274



432-788-7137 FLYTEX AVIATION, LLC Seminole TX 79360

N803MA 3-1-25 Hobbs 3510.0 TSO 0.0

Removed prop and reinstalled overhauled prop HC-B5MP-3D S/N HBA-1298 using new hardware and Oring IAW hartzell maint manual. Greased with aeroshell #5. Performed prop balance using dyna vibe prop balancer. ADs complied with to this date using TDATA 2025-04. I certify this prop to be airworthy and return to service.

  
Jonathan Siemens, A&P IA 3288274



# N828CG ~ T(Pending)

Please note: The aircraft referenced in this documentation packet is presently in production. Delivery is scheduled for January 2026.

## Included:

- Type 3 Aircraft Information Form
- Type 3 Aircraft Questionnaire

## SECTION E – OFFEROR'S REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

## EXHIBIT E-2b

## TYPE 3 AIRCRAFT INFORMATION FORM

Reproduce and submit for each aircraft offered - Complete shaded blocks

Offeror's Name:	G.B. Aerial Applications, Inc			
Aircraft Make and Model:	Air Tractor AT-802F	Aircraft Tail Number:	N828CG	Tanker Number:

VNE at MTOW 16,000 KIASCruise airspeed (7,000' PA and 30°C) 141 knotsEndurance   hours  
(75% power, 200 lb. pilot, and 6,900 lbs. of retardant)Minimum tank capacity of 800 US gallons  Yes  NoAircraft certified under 4 CFR 23 or 25  Yes  NoCapable of takeoff as configured at 7,000 feet PA and 30°C  Yes  No

Describe any enhancements your aircraft may have.

This Table completely and accurately completed will be used to determine your aircraft payload capability.

Payload Calculations	Description	Example	Proposed Aircraft
Maximum Takeoff Weight (MTOW)	at 7000' and 30°C per Aircraft Flight Manual (AFM).	16,000	16,000
Empty Weight	Basic Empty Weight of Aircraft per current (within 60 months) aircraft weight report.	6800	
Weight of Equipment to be added	Equipment to be added to meet the requirements of this contract (e.g., approved gate, required avionics, first aid kit).	+450 (approved gate and 1 FM radio)	
Weight of Equipment to be removed	Equipment to be removed to achieve offered payload (e.g. spray equipment, on-board injection equipment).	-200 (spray equipment)	
Computed Empty Weight in Contract Configuration	Empty Weight in current configuration plus and/or minus equipment to be added or removed for contract compliance.	6800+450-200=7050	
Fuel (1.5 hrs @ 6.7 lbs/gal)	Per Exhibit 6 <ul style="list-style-type: none"> <li>• AT-802-65 = 82T gal/hr</li> <li>• AT-802-67 = 86T gal/hr</li> <li>• AT-802-67F = 90T gal/hr</li> <li>• AT-802-331 = 80T gal/hr</li> </ul>	1.5x6.7x86=864.3	904.5
Pilot	200 lbs	200	200
Basic Operating Weight (BOW) with required fuel	Computed Empty Weight plus 1.5 hrs fuel and pilot per contract specifications	7050+864.3+200=8114.3	
Proposed Aircraft Payload in Contract Configuration	MTOW - BOW	16,000-8114.3 = 7885.7	
<b>ENTER YOUR PROPOSED AIRCRAFT PAYLOAD</b> (The aircraft make, model and payload that we confirm with you will be made a part of your offer and will be binding if your offer is accepted for award.)			

## SECTION E – OFFEROR'S REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

**EXHIBIT E-2a**  
**TYPE 3 AIRCRAFT QUESTIONNAIRE**

You may recreate this form but it must include all the information listed

This Questionnaire completely and accurately completed will be used to determine your aircraft payload capability.

**REPRODUCE AND SUBMIT FOR EACH AIRCRAFT OFFERED - COMPLETE SHADED BLOCKS**

**Minimum Aircraft Requirements:**

- Must have a Standard and/or Restricted Airworthiness Certificate (see B2).
- Aircraft certified under 14 CFR 23 or 25 (See B2).
- An aircraft make and model for which engineering and logistical support, for continued airworthiness, is provided from the current type certificate holder or supplemental type certificate holder.
- VFR, Day Only.
- Minimum tank capacity of 800 US gallons.
- Minimum payload of 6,900 pounds with IAB approved gate system installed, 1.5 hrs fuel and a 200 lb pilot at 7,000ft and 30° Celsius.
- Operational Endurance of at least one hour and 30 minutes (1.5 hours) at 75% power, with 6,900 pounds of retardant, and a 200-lb pilot.
- Never exceed (VNE) airspeed of at least 140 knots indicated airspeed at MTOW.
- Capable of takeoff as configured above at 7,000 feet pressure altitude and 30° Celsius
- Cruise airspeed of at least 117 knots true airspeed at 7,000 feet pressure altitude and 30° Celsius.

All firefighting equipment must be available or installed at the time of inspection.

Aircraft Make and Model	FAA Registration #	Serial #	Cruise Airspeed
2026 Air Tanker AT-802F	N828CG	802A-1282	141 kTs / 162 mph
Tanker Number(s) If assigned	Fire Gate Model FRDS Gen III w/ Telemetry	Engine Installed P&W PT6A-67F	
<b>Aircraft Equipped Weight</b> (Your aircraft weight & balance report & equipment list will be used to substantiate this weight – see note 1. below)			
<b>Currently Installed Aircraft Equipment to be Removed to Achieve Offered Payload Below (If none, indicate NONE)</b>		<b>Equipment to be Added to Meet the Aircraft Specifications Requirements (If none, indicate NONE)</b>	
EQUIPMENT ITEM	WEIGHT	EQUIPMENT ITEM	WEIGHT
<b>ENTER YOUR PROPOSED AIRCRAFT PAYLOAD</b> (The aircraft make, model and payload that we confirm with you will be made a part of your offer and will be binding if your offer is accepted for award)			

NOTE

**1. By signing below, I acknowledge that I have included the following:**

6. Latest aircraft weight and balance report with the aircraft equipped as required in Section B,
7. Aircraft equipment list,
8. Applicable Performance Charts,
9. Certified Gross Weight approval document. Type Certificate, STC (attach copy) or Cam 8 (attach copy of log book entry),
10. 14 CFR Part 137 Certificate

*Failure to include the above information, will affect the evaluation you receive for your aircraft.*

**2. By signing below, I certify to the best of my knowledge that the above information is accurate.**

Name and Signature of Representative Completing this Form <small>Signed by:</small> <b>Dain Guetersloh</b> <i>Dain Guetersloh</i>	Date <b>Dec 1, 2025</b>
OFFEROR'S NAME <b>G.B. Aerial Applications, Inc</b>	

# G. B. AERIAL APPLICATIONS, INC



STATE OF NEBRASKA  
Single Engine Air Tankers (SEAT)  
Solicitation # 123501 O5

SECTION 3  
COMPLETED COST SHEET

## **S.E.A.T., Pilot, Service Truck/Trailer, and Driver**

### **123501 O5 COST SHEET PROPOSAL**

**Bidder Name:** G.B. Aerial Applications, Inc

#### **Method of Measurement and Basis of Payment for Flight**

1. Compensation for flight time will be paid at the bid flight rate.
2. Flight time; will be measured in hours and tenths of hours, recorded by a direct reading, electronically driven hour meter in each aircraft on a Daily Invoice. If the hour meter becomes inoperative or inaccurate, the Pilot will use clock time of each takeoff and landing. The Daily Seat Cost Summary Sheet must be approved by an Aircraft Manager at the conclusion of each day. Any erasures or other corrections shall be initiated by the Pilot in Charge or the Aircraft Manager as appropriate.
  - a. On days when the aircraft is flown, the pilot will be responsible for recording on the Daily Seat Cost Summary Sheet the following:
    - i. Flight date.
    - ii. Contract number/name.
    - iii. FAA registration.
    - iv. Contractor name.
    - v. Incident number and name.
    - vi. Name of pilot.
    - vii. Gallons of fire retardant delivered.
    - viii. Location from which flight time for the day commenced and start time.
    - ix. Location at which flight time for the day ended and end time.
    - x. Flight rate.
    - xi. Any other items pertinent to the establishing of the net sum earned by the Contractor (per Diem, etc.)
  - a. Approved invoices will be packaged for payment on a semi-monthly/monthly basis.
  - b. If a load is dropped to enhance aircraft performance in a bona fide emergency or to meet landing requirements which endanger the safety of the aircraft flight, time will be paid for by the State and retardant will not be charged to the Contractor.
  - c. No payment will be made for flights when the load of retardant is accidentally or carelessly dropped on non-target areas. In addition, the cost of the lost load of retardant will be charged to the Contractor and deducted from payments due. All incidents of this nature will be reviewed and final determination made by the NEMA Operations Manager.
  - d. Payment for flight time will be made only when flight is properly ordered by designated personnel; by local incident commander.
  - e. Payment for flights for the benefit of the Contractor such as proficiency flights, functional check flights, ferrying to and from maintenance facilities, required flight following engine change, or transportation of Contractor's support personnel must be approved by the NEMA Operations Manager prior to the flight.

**Please provide information regarding Airplane/Vehicle being bid for this contract.**

Airplane Type	Year	Make	Model
Fuel Service/Support Truck Type	Year	Make	Model

Please provide information regarding Airplane/Vehicle being bid for this contract.

Airplane Type	Year	Make	Model
SEAT – TYPE 3	2014	Air Tractor	AT-802AF
SEAT – TYPE 3	2016	Air Tractor	AT-802AF
SEAT – TYPE 3	2007	Air Tractor	AT-802AF
SEAT – TYPE 3	1997	Air Tractor	AT-802AF
SEAT – TYPE 3	2000	Air Tractor	AT-802AF
SEAT – TYPE 3	2026	Air Tractor	AT-802AF
Fuel Service/Support Truck Type	Year	Make	Model
SSV – SEAT SERVICE VEHICLE	2018	DODGE	RAM
SSV – SEAT SERVICE VEHICLE	2017	DODGE	RAM
SSV – SEAT SERVICE VEHICLE	2016	DODGE	RAM
SSV – SEAT SERVICE VEHICLE	2015	DODGE	RAM
SSV – SEAT SERVICE VEHICLE	2012	DODGE	RAM
FSV – FUEL SERVICE VEHICLE	2015	DODGE	RAM

Enter the bid price for each line item.

LINE DESCRIPTION	DETAILS	UNIT OF MEASURE	INITIAL TWO-YEAR CONTRACT	YEAR THREE OPTIONAL RENEWAL	YEAR FOUR OPTIONAL RENEWAL	YEAR FIVE OPTIONAL RENEWAL
FLIGHT TIME COST	If no flight time occurs in a given day then there is no flight time charge. The pilot is limited to eight (8) hours of flight time per day. For all flights, both active fires and for proficiency flights.	FLIGHT HOUR	\$ 8,000.00	\$ 8,100.00	\$ 8,200.00	\$ 8,300.00
STAND BY COST	Based on a 9-hour day. This can be extended up to 14 hours per day. Standby costs are paid if no flights occur during that calendar day.	DAY	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
SUPPORT TRUCK MILEAGE	Mileage to and from the airport from temporary housing only. Any mileage in support of operations. (Support Truck Mileage will not be paid for mobilization or de-mobilization.)	MILE	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
RELIEF COST	Relief Pilot and driver. Regular crew can work 12 days in a row but relief crew is required on days 13 and 14.	PER TWO-DAY RELIEF PERIOD	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
EXTENDED PILOT STANDBY	Additional Pilot standby hours after an initial eight (8) hour day.	PER HOUR	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
EXTENDED DRIVER STANDBY	Additional Driver standby hours after an initial eight (8) hour day.	PER HOUR	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
MOBILIZATION COST	Includes flight time, service vehicle mileage, pilot and service vehicle crew compensation and per diem for mobilization from Contractor's home base to designated NEMA SEAT base. NEMA Operation Mgr. will notify Contractor with the start date.	EA	\$ 36,160.00	\$ 36,560.00	\$ 36,960.00	\$ 37,360.00
DEMOBILIZATION COST	Includes flight time, service vehicle mileage, pilot and service vehicle crew compensation and per diem for de-mobilization from designated NEMA SEAT base to Contractor's home base.	EA	\$ 36,160.00	\$ 36,560.00	\$ 36,960.00	\$ 37,360.00
PER DIEM	Charges will be based on the most current Federal Government regulation pay day rates. NEMA will also pay the additional per diem of the relief crew.	EA	\$ 210.00	\$ 210.00	\$ 210.00	\$ 210.00
<b>TOTAL:</b>			<b>\$96,230.00</b>	<b>\$96,635.00</b>	<b>\$97,535.00</b>	<b>\$98,435.00</b>

**Optional Services related to S.E.A.T**

Description	UOM	Unit Price
MANDATORY INSPECTIONS / MAINTENANCE	1	\$2,000.00

# G. B. AERIAL APPLICATIONS, INC



STATE OF NEBRASKA  
Single Engine Air Tankers (SEAT)  
Solicitation # 123501 O5

SECTION 4  
COMPLETED SOLICITATION SECTIONS

## II. TERMS AND CONDITIONS

Bidder should read the Terms and Conditions within this section and must initial either "Accept All Terms and Conditions Within Section as Written" or "Exceptions Taken to Terms and Conditions Within Section as Written" in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Accept All Terms and Conditions Within Section as Written (Initial)	Exceptions Taken to Terms and Conditions Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
Initial 		

The bidders should submit with their solicitation response any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the solicitation response as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award has been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one (1) Party has a particular clause, then that clause shall control,
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together,
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

### A. GENERAL

1. The contract resulting from this Solicitation shall incorporate the following documents:

- a. Solicitation, including any attachments and addenda;
- b. Questions and Answers;
- c. Bidder's properly submitted solicitation response, including any terms and conditions or agreements submitted by the bidder;
- d. Addendum to Contract Award (if applicable); and
- e. Amendments to the Contract. (if applicable)

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) Executed Contract and any attached Addenda 3) Addendums to the solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda or attachments, and 5) the Vendor's submitted solicitation response, including any terms and conditions or agreements that are accepted by the State.

Unless otherwise specifically agreed to in writing by the State, the State's standard terms and conditions, as executed by the State, shall always control over any terms and conditions or agreements submitted or included by the Vendor.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

**B. NOTIFICATION**

Bidder and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally; electronically, return receipt requested; or mailed, return receipt requested. All notices, requests, or communications shall be deemed effective upon receipt.

Either party may change its address for notification purposes by giving notice of the change and setting forth the new address and an effective date.

**C. BUYER'S REPRESENTATIVE**

The State reserves the right to appoint a Buyer's Representative to manage or assist the Buyer in managing the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the bidder will be provided a copy of the appointment document and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

**D. GOVERNING LAW (Nonnegotiable)**

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

**E. BEGINNING OF WORK & SUSPENSION OF SERVICES**

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Vendor. The Vendor will be notified in writing when work may begin.

The State may, at any time and without advance notice, require the Vendor to suspend any or all performance or deliverables provided under this Contract. In the event of such suspension, the Contract Manager or POC, or their designee, will issue a written order to stop work. The written order will specify which activities are to be immediately suspended and the reason(s) for the suspension. Upon receipt of such order, the Vendor shall immediately comply with its terms and take all necessary steps to mitigate and eliminate the incurrence of costs allocable to the work affected by the order during the period of suspension. The suspended performance or deliverables may only resume when the State provides the Vendor with written notice that such performance or deliverables may resume, in whole or in part.

**F. AMENDMENT**

This Contract may be amended in writing, within scope, upon the agreement of both parties.

**G. CHANGE ORDERS OR SUBSTITUTIONS**

The State and the Vendor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Vendor may not claim forfeiture of the contract by reasons of such changes.

The Vendor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Vendor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Vendor's solicitation response, were foreseeable, or result from difficulties with or failure of the Vendor's solicitation response or performance.

No change shall be implemented by the Vendor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

In the event any good or service is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract to include the alternate product at the same price.

**\*\*\*Vendor will not substitute any item that has been awarded without prior written approval of SPB\*\*\***

**H. RECORD OF VENDOR PERFORMANCE**

The State may document the vendor's performance, which may include, but is not limited to, the customer service provided by the vendor, the ability of the vendor, the skill of the vendor, and any instance(s) of products or services delivered or performed which fail to meet the terms of the purchase order, contract, and/or specifications. In addition to other remedies and options available to the State, the State may issue one or more notices to the vendor outlining any issues the State has regarding the vendor's performance for a specific contract ("Contract Compliance Request"). The State may also document the Vendor's performance in a report, which may or may not be provided to the vendor ("Contract Non-Compliance Notice"). The Vendor shall respond to any Contract Compliance Request or Contract Non-Compliance Notice in accordance with such notice or request. At the sole discretion of the State, such Contract Compliance Requests and Contract Non-Compliance Notices may be placed in the State's records regarding the vendor and may be considered by the State and held against the vendor in any future contract or award opportunity. The record of vendor performance will be considered in any suspension or debarment action.

**I. NOTICE OF POTENTIAL VENDOR BREACH**

If Vendor breaches the contract or anticipates breaching the contract, the Vendor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

**J. BREACH**

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by email, delivery receipt requested; certified mail, return receipt requested; or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

The State's failure to make payment shall not be a breach, and the Vendor shall retain all available statutory remedies.

**K. NON-WAIVER OF BREACH**

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

**L. SEVERABILITY**

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

**M. INDEMNIFICATION**

**1. GENERAL**

The Vendor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss

or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Vendor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Vendor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

**2. INTELLECTUAL PROPERTY**

The Vendor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Vendor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Vendor prompt notice in writing of the claim. The Vendor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Vendor has indemnified the State, the Vendor shall, at the Vendor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Vendor, and the State may receive the remedies provided under this Solicitation.

**3. PERSONNEL**

The Vendor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Vendor.

**4. SELF-INSURANCE**

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01. If there is a presumed loss under the provisions of this agreement, Vendor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,239.01 to 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Neb. Rev. Stat. § 81-8,294), Tort (Neb. Rev. Stat. § 81-8,209), and Contract Claim Acts (Neb. Rev. Stat. § 81-8,302), as outlined in state law and accepts liability under this agreement only to the extent provided by law.

**5.** The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

**N. ATTORNEY'S FEES**

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails.

**O. ASSIGNMENT, SALE, OR MERGER**

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Vendor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Vendor's business. Vendor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Vendor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

**P. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUBDIVISIONS OF THE STATE OR ANOTHER STATE**

The Vendor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(2), to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Vendor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply

to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

**Q. FORCE MAJEURE**

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event") that was not foreseeable at the time the Contract was executed. The Party so affected shall immediately make a written request for relief to the other Party and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

**R. CONFIDENTIALITY**

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

**S. EARLY TERMINATION**

The contract may be terminated as follows:

1. The State and the Vendor, by mutual written agreement, may terminate the contract, in whole or in part, at any time.
2. The State, in its sole discretion, may terminate the contract, in whole or in part, for any reason upon thirty (30) calendar day's written notice shall be delivered by email, delivery receipt requested; certified mail, return receipt requested; or in person with proof of delivery to the Vendor. Such termination shall not relieve the Vendor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Vendor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract, in whole or in part, immediately for the following reasons:
  - a. if directed to do so by statute,
  - b. Vendor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business,
  - c. a trustee or receiver of the Vendor or of any substantial part of the Vendor's assets has been appointed by a court,
  - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Vendor, its employees, officers, directors, or shareholders,
  - e. an involuntary proceeding has been commenced by any Party against the Vendor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Vendor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Vendor has been decreed or adjudged a debtor,
  - f. a voluntary petition has been filed by the Vendor under any of the chapters of Title 11 of the United States Code,
  - g. Vendor intentionally discloses confidential information,
  - h. Vendor has or announces it will discontinue support of the deliverable; and,
  - i. In the event funding is no longer available.

**T. CONTRACT CLOSEOUT**

Upon termination of the contract for any reason the Vendor shall within thirty (30) days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State,
2. Transfer ownership and title to all completed or partially completed deliverables to the State,
3. Return to the State all information and data unless the Vendor is permitted to keep the information or data by contract or rule of law. Vendor may retain one copy of any information or data as required to comply with

applicable work product documentation standards or as are automatically retained in the course of Vendor's routine back up procedures,

4. Cooperate with any successor Contactor, person, or entity in the assumption of any or all of the obligations of this contract,
5. Cooperate with any successor Contactor, person, or entity with the transfer of information or data related to this contract,
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this section should be construed to require the Vendor to surrender intellectual property, real or personal property, or information or data owned by the Vendor for which the State has no legal claim.

**U. AMERICANS WITH DISABILITIES ACT**

Vendor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131–12134), as amended by the ADA Amendments Act of 2008 (ADA Amendments Act) (Pub.L. 110–325, 122 Stat. 3553 (2008)), which prohibits discrimination on the basis of disability by public entities.

### III. VENDOR DUTIES

Bidder should read the Vendor Duties within this section and must initial either "Accept All Terms and Conditions Within Section as Written" or "Exceptions Taken to Vendor Duties Within Section as Written" in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Accept All Vendor Duties Within Section as Written (Initial)	Exceptions Taken to Vendor Duties Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
Initial 		

#### A. INDEPENDENT VENDOR / OBLIGATIONS

It is agreed that the Vendor is an independent Vendor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Vendor is solely responsible for fulfilling the contract. The Vendor or the Vendor's representative shall be the sole point of contact regarding all contractual matters.

The Vendor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Vendor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the bidder's solicitation response shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Vendor to the contract shall be employees of the Vendor or a subcontractor and shall be fully qualified to perform the work required herein. Personnel employed by the Vendor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Vendor or the subcontractor respectively.

With respect to its employees, the Vendor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding,
2. Any and all vehicles used by the Vendor's employees, including all insurance required by state law,
3. Damages incurred by Vendor's employees within the scope of their duties under the contract,
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law,
5. Determining the hours to be worked and the duties to be performed by the Vendor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Vendor, its officers, agents, or subcontractors or subcontractor's employees).

If the Vendor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the solicitation response. The Vendor shall agree that it will not utilize any subcontractors not specifically included in its solicitation response in the performance of the contract without the prior written authorization of the State. If the Vendor subcontracts any of the work, the Vendor agrees to pay any and all subcontractors in accordance with the Vendor's agreement with the respective subcontractor(s).

The State reserves the right to require the Vendor to reassign or remove from the project any Vendor or subcontractor employee.

Vendor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Vendor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

**B. EMPLOYEE WORK ELIGIBILITY STATUS**

The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Vendor is an individual or sole proprietorship, the following applies:

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf>
2. The completed United States Attestation Form should be submitted with the Solicitation response.
3. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Vendor understands and agrees that lawful presence in the United States is required, and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

**C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Nonnegotiable)**

The Vendor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Vendors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 to 48-1125). The Vendor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Vendor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this Solicitation.

**D. COOPERATION WITH OTHER VENDORS**

Vendor may be required to work with or in close proximity to other Vendors or individuals that may be working on same or different projects. The Vendor shall agree to cooperate with such other Vendors or individuals and shall not commit or permit any act which may interfere with the performance of work by any other Vendor or individual. Vendor is not required to compromise Vendor's intellectual property or proprietary information unless expressly required to do so by this contract.

**E. DISCOUNTS**

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the solicitation response. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

**F. PRICES**

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Solicitation. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

Prices submitted on the cost sheet shall remain fixed for the first two (2) years the contract. Any request for a price increase subsequent to the first two (2) years of the contract shall not exceed the amount allowed by the Federal Government. Increases will be cumulative across the remaining periods of the contract. Requests for an increase must be submitted in writing to the State Purchasing Bureau a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

**The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.**

**The State will be given full proportionate benefit of any decreases for the term of the contract.**

**G. PERMITS, REGULATIONS, LAWS**

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Vendor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Vendor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

**H. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES**

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Vendor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Vendor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

**I. INSURANCE REQUIREMENTS**

The Vendor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Vendor shall not commence work on the contract until the insurance is in place. If Vendor subcontracts any portion of the Contract the Vendor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor,
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Vendor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Vendor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Vendor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Vendor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) year of termination or expiration of the contract, the Vendor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) year following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Vendor elects to increase the mandatory deductible amount, the Vendor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

**1. WORKERS' COMPENSATION INSURANCE**

The Vendor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Vendor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's

employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

**2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The Vendor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Vendor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Vendor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Vendors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

<b>REQUIRED INSURANCE COVERAGE</b>	
<b>COMMERCIAL GENERAL LIABILITY</b>	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Vendors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
<b>WORKER'S COMPENSATION</b>	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
<b>UMBRELLA/EXCESS LIABILITY</b>	
Over Primary Insurance	\$5,000,000 per occurrence
<b>AIRCRAFT LIABILITY INSURANCE</b>	
\$100,000 Bodily Injury each person per accident/ \$1,000,000, Property Damage per accident/ \$1,000,000 total each accident for all bodily injury and property damage.	\$1,000,000
<b>VENDOR'S POLLUTION LIABILITY</b>	
Each Occurrence/Aggregate Limit	\$2,000,000
Includes Non-Owned Disposal Sites	
<b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
<b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

### 3. EVIDENCE OF COVERAGE

The Vendor shall furnish the Contract Manager, via email, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

123501 O5  
 Agency: Department of Administrative Services  
 Attn: Brenda Sensibaugh Procurement Contracts Officer  
 1526 K. Street, Suite 130  
 Lincoln, NE 68521  
 Brenda.sensibaugh@nebraska.gov

These certificates or the cover sheet shall reference the solicitation number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Vendor to maintain such insurance, then the Vendor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

**4. DEVIATIONS**

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Vendor.

**J. ANTITRUST**

The Vendor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

**K. CONFLICT OF INTEREST**

By submitting a solicitation response, vendor certifies that no relationship exists between the vendor and any person or entity which either is, or gives the appearance of, a conflict of interest related to this solicitation or project.

Vendor further certifies that vendor will not employ any individual known by vendor to have a conflict of interest nor shall vendor take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, vendor shall provide with its solicitation response a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall solicitation response evaluation.

**L. STATE PROPERTY**

The Vendor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Vendor's use during the performance of the contract. The Vendor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

**M. SITE RULES AND REGULATIONS**

The Vendor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Vendor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Vendor.

**N. ADVERTISING**

The Vendor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

**O. DISASTER RECOVERY/BACK UP PLAN**

The Vendor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

**P. DRUG POLICY**

Vendor certifies it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Vendor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

**Q. WARRANTY**

Despite any clause to the contrary, the Vendor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Vendor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to the State, or if Vendor is unable to perform the services as warranted, Vendor shall reimburse the State all fees paid to Vendor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

**R. TIME IS OF THE ESSENCE**

Time is of the essence with respect to Vendor's performance and deliverables pursuant to this Contract.

## IV. PAYMENT

Bidder should read the Payment clauses within this section and must initial either "Accept All Terms and Conditions Within Section as Written" or "Exceptions Taken to Payment clauses Within Section as Written" in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Accept All Payment Clauses Within Section as Written (Initial)	Exceptions Taken to Payment Clauses Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
Initial <i>ADG</i>		

### A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)

Pursuant to Neb. Rev. Stat. § 81-2403, "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."

### B. TAXES (Nonnegotiable)

The State is not required to pay taxes and assumes no such liability as a result of this Solicitation. The Vendor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Vendor's equipment which may be installed in a state-owned facility is the responsibility of the Vendor.

### C. INVOICES

Invoices for payments must be submitted by the Vendor to the agency requesting the services with sufficient detail to support payment. The Summary Sheets shall include the information required by the Nebraska Emergency Management Agency. Such sheets shall include, but are not limited to:

1. flight date, contract number/name;
2. FAA registration;
3. Contractor name;
4. incident number and name;
5. name of pilot;
6. number of passengers;
7. gallons of water dropped, and pounds of cargo delivered;
8. location from which flight time for the day commenced and start time;
9. location at which flight time for the day ended and end time; and
10. flight rate; and
11. any other items pertinent to the establishing of the net sum earned by the Contractor (per Diem, etc.).

Approved invoices will be packaged for payment on a semi-monthly/ monthly basis. NEMA prefers to receive the invoices electronically and will provide email addresses after the award of contract. Any terms or conditions on or attached to any such invoice shall not be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State

with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the Contract.

The terms and conditions included in the Vendor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract. **The State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.**

**D. INSPECTION AND APPROVAL**

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Vendor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

**E. PAYMENT (Nonnegotiable)**

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. § 81-2403). The State may require the Vendor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Vendor prior to the Effective Date of the contract, and the Vendor hereby waives any claim or cause of action for any such goods or services.

**F. LATE PAYMENT (Nonnegotiable)**

The Vendor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).

**G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Nonnegotiable)**

The State's obligation to pay amounts due on the Contract for fiscal years following the current fiscal year is contingent upon legislative or federal appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Vendor reasonable written notice prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Vendor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Vendor be paid for a loss of anticipated profit.

**H. RIGHT TO AUDIT (First Paragraph is Nonnegotiable)**

The State shall have the right to audit the Vendor's performance of this contract upon a thirty (30) days' written notice. Vendor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. § 84-304 et seq.) The State may audit, and the Vendor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Vendor shall make the Information available to the State at Vendor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Vendor so elects, the Vendor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Vendor be required to create or maintain documents not kept in the ordinary course of Vendor's business operations, nor will Vendor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to Vendor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Vendor, the Vendor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Vendor agrees to correct any material weaknesses or condition found as a result of the audit.

# G. B. AERIAL APPLICATIONS, INC



STATE OF NEBRASKA  
Single Engine Air Tankers (SEAT)  
Solicitation # 123501 O5

SECTION 5  
CONTRACTUAL AGREEMENT

## CONTRACTUAL AGREEMENT FORM

### BIDDER MUST COMPLETE THE FOLLOWING

By signing this Contractual Agreement Form, the bidder guarantees compliance with the provisions stated in this solicitation and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder is not owned by the Chinese Communist Party.

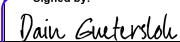
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Vendors. This information is for statistical purposes only and will not be considered for contract award purposes.

Initial  
 **NEBRASKA VENDOR AFFIDAVIT:** Bidder hereby attests that bidder is a Nebraska Vendor. "Nebraska Vendor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this Solicitation. All vendors who are not a Nebraska Vendor are considered Foreign Vendors under Neb. Rev Stat § 73-603 (c).

Initial  
 I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

Initial  
 I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. § 71-8611 and wish to have preference considered in the award of this contract.

### THIS FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

COMPANY:	G.B. Aerial Applications, Inc
ADDRESS:	PO Box 39 - Slaton, TX 79364
PHONE:	(806) 535-8560
EMAIL:	gueter718@gmail.com
BIDDER NAME & TITLE:	Dain Guetersloh, Owner
SIGNATURE:	<small>Signed by:</small>  <small>DTEE100E100E470...</small>
DATE:	12/4/2025

### VENDOR COMMUNICATION WITH THE STATE CONTACT INFORMATION (IF DIFFERENT FROM ABOVE)

NAME:	
TITLE:	
PHONE:	
EMAIL:	