

**State of Nebraska Exclusive Use
Single Engine Air Tanker
for Fire Suppression
RFP#5740Z1**



**Aero Tech, Inc.
5333 E. 21st Street
Clovis, NM 88101**

**(575) 763-4300 Fax (575) 763-3400
www.aerotechteam.com**

Original

RFP #5740Z1

Aero Tech, Inc.

5333 E. 21st St.

Clovis, New Mexico 88101



Aero Tech, Inc.
www.aerotechteam.com

January 30, 2018

State of Nebraska
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

Dear Ms. Annette Walton:

Aero Tech is pleased to submit a bid in response to Solicitation RFP# 5740 Z1 for the State of Nebraska Exclusive Use Single Engine Air Tanker for Fire Suppression. We have over 35 years of experience in the aviation industry and more than 25 years in the state and government contracting and aerial firefighting. We are proud of our reputation for providing quality equipment along with excellent personnel trained to operate with the latest technological advances.

We have carefully studied the RFP and made every effort to respond to each request for information according to the Proposal Evaluation Criteria. Aero Tech will adhere to all requirements set forth in this RFP. We are confident that after reviewing our bid you will have no problem evaluating Aero Tech with the highest points in each category.



Aero Tech has a reputation for providing excellent customer service that often exceeds state standards. Our training program and company standards allow Aero Tech to have one of the best safety records in the industry. Considering our experience and quality of equipment, we believe you will find Aero Tech to be **Nebraska's Best Value** for providing SEAT's.

Sincerely,

Ted Stallings
President/Owner Operator
ted@aerotechteam.com
www.aerotechteam.com

5333 E. 21st Street
Clovis, NM 88101
(575) 763-4300

Aero Tech Proposal

I.

Bidder Information

- a. Bidder Name: Aero Tech, Inc.
- b. Bidder Address: Clovis, New Mexico 88101
- c. Contact Name: Ted Stallings
- d. Phone Number: (575) 763-4300 – office
(907) 891-6989 – cell
- e. Fax Number: (575) 763-3400
- f. Email Address: ted@aerotechteam.com
aerotech@plateautel.net
- Website: www.aerotechteam.com

g. Aero Tech's Corporate Headquarters is in Clovis, New Mexico. We have alternate bases in Seldovia, Alaska, DeQueen, Arkansas and Temuco Chile South America. Aero Tech owns and operates (9) nine AT-802 Air Tractors and five helicopters. We are the largest owner/operator of SEAT's in the aerial firefighting business in the United States. Aero Tech's facilities and pictures of our aircraft and equipment can be viewed at our website www.aerotechteam.com



Aero Tech has been in the aerial and firefighting business for over 30 years. Our primary missions include firefighting, aerial rehabilitation (including seeding, straw mulching and hydro-mulching), forest fertilization and pest control. We work with both private and government agencies. We currently have the Idaho State SEAT contract for 3 more years as well as the Weyerhaeuser Timber Exclusive Use contract which we have had for more than 20 years.

Aero Tech Proposal

Past Performance & Recommendations

Type of Project/Location	Primary Type of Work/Cost/Hours	Project Performed For	Dates
<i>Exclusive Use Contract Loveland, CO Performed services throughout the state of Colorado</i>	<i>Single Air Tanker Services for Aerial Fire Suppression</i>	<i>Allyn Herrington SEMG CO DPS Division of Fire Prevention & Control 970-829-7413</i>	<i>2012 thru 2017 Fire Season 5 Yr. Contract</i>
<i>Exclusive Use Contract Mt. Home, ID</i>	<i>Single Air Tanker Services for Aerial Fire Suppression</i>	<i>Miguel Bilbao Mt. Home SEAT Manager 208-871-7549 mbilbao@blm.gov</i>	<i>Summer 2014 thru 2016</i>
<i>Exclusive Use Contract Idaho Department of Lands</i>	<i>Single Air Tanker Services For Aerial Fire Suppression</i>	<i>James Newton Contracting Officer's Representative 208-666-8709 jnewton@idl.idaho.gov</i>	<i>2017 Fire Season 5 yr. Contract</i>

Aero Tech Proposal

Pilot Qualifications & Training

Aero Tech has one of the very best safety records in the industry. This is because we employ and train the finest, most qualified and conscientious pilots available. Aero Tech's aircraft and pilots have all been carded under the National CWN for several years so we are very experienced and knowledgeable with its requirements.

Brett Hickman is the pilot we have assigned for the Nebraska SEAT contract and Greg Souther is our backup/relief pilot. Both pilots have attended the required National SEAT Academy training, certificates are enclosed.

During the summer of 2016 Brett experienced flying on our Colorado contract as our relief pilot. He was our pilot in command this last fire season flying on Aero Tech's Exclusive Use Contract for Weyerhaeuser in DeQueen, Arkansas accumulating several documented drops. Our pilot's flying experience is not just limited to the fire season, but also fly for Aero Tech throughout the year on seeding, fertilizing, herbicide spraying and hydro-mulch projects. This enables our crews to stay proficient during the off season with all types of flying including mountain flying, remote takeoffs and landings and high altitude, as well as, low level operations.

Aero Tech's Director of Operations, Ted Stallings who is a certified SEAT Pilot Trainer conducts our company's yearly in-house training for all Aero Techs' pilots. Our pilots all possess a valid Commercial Pilots License and instrument rating and all have several years of Aerial Fire Fighting experience. As stated earlier they have all attended the mandatory SEAT Pilot Training conducted in McClellan, CA.

Starting this upcoming year, new pilots will be attending the mandatory training being held in Tucson, AZ. This is a required training for first year pilots, as well as a tri-annual requirement for seasoned pilots.



Aero Tech Proposal

Mechanic's Qualification & Training

Aero Tech has a staff of certified mechanics which are qualified to perform maintenance on all our aircraft. They are all certified A & P mechanics and attend Aero Tech's annual training during the spring of each year. Aero Tech is very safety conscious and is proud of our maintenance program.

Eric Bull – Director of Maintenance

Eric has been in the aviation industry for over 36 years. He obtained his A&P license prior to leaving the Army after working as a mechanic on Cobra and Huey aircraft. He continued his career working for a FAR Part 135 Air Carrier with a full service FBO servicing all general aviation, corporate and helicopters. He has worked as the Director of Maintenance for multiple companies and has a background in Part 133, 135, 137 and 145. Mr. Bull is also a commercial rated instrument pilot.

Leland John – A & P Mechanic

- (1) 41 years of experience*
- (2) 41 years of maintaining helicopters*
- (3) 20 years of maintaining helicopters in field conditions*

Sean Hoyer – A & P Mechanic

- (1) Certified Flight Instructor/Instrument Instructor*
- (2) 25 years of mechanical experience*
- (3) Served in the Air Force receiving additional internal training/schools*

Garrett Sheets – A & P Mechanic

- (1) 6 years of experience*
- (2) 6 years serving in the Air Force and attended numerous Internal training/schools*
- (3) Great emphasis with propeller and hydraulic work*

Aero Tech Proposal

i. Maintenance schedules – Aero Tech adheres to the recommended manufactures scheduled maintenance program for all our aircraft. For the aircraft’s annual and 100 hour inspection we have designed a company check sheet which assists the mechanics while performing these inspections. During this past summer we have incorporated using a new maintenance tracking program called “Flight Docs.” This new system assists our maintenance personnel with tracking the maintenance and inspection schedules to assure our aircraft are mechanically sound and able to be put on contracts at a moment’s notice.

j. Aero Tech’s insurance company has already been contacted giving them notice of the requirements for this Bid. We will be happy to supply a copy of an endorsement providing this coverage.

k. Aero Tech is certified under 14CFR Part 137 (certificate enclosed).

Aero Tech Proposal

SEAT Information

Aero Tech's AT-802 Air Tractors far exceeds the requirements of your contract. Our 800 gallon retardant carrying capacity with the larger PT-6-67AG engine and large fuel capacity will give the State of Nebraska the most effective "Single Engine Air Tanker" available in the industry today. Our aircraft are equipped to meet the specifications required by the contract and meet all the requirements set forth in the National Call When Needed Contract.

Aero Tech has earmarked Tanker 847 (N457AT) for this contract. This aircraft is listed on the National On Call Source list and possesses a Special Airworthiness certificate. A copy of this certificate is enclosed along with the requested aircraft maintenance information. The following is just a list of the company's fleet of 802 Air Tractors.

Aero Tech AT-802 Aircraft Information

- | | |
|-------------------------|--|
| 1. Tail/N Number | Tanker #847 - N457AT
Tanker #802 - N802LA
Tanker #837 - N363AT
Tanker #888 - N232AT
Tanker #833 - N627JP
Tanker #831 - N166LA |
| 2 Aircraft Manufacturer | Air Tractor Inc. |
| 3 Model Gate | Type 4 |
| 4 Engine make/model | Pratt & Whitney - PT-6A-67AG |
| 5 Fuel Capacity | 308 Extended Range Fuel |
| 6 Flight Following | "Sky Connect" |

Pratt & Whitney PT6A-F engines w/ GEN II gates

Tanker #834 - N90WW
Tanker #832 - N23WT

Aero Tech Proposal

Our aircraft are also equipped with digital VHF/FM radios with the latest software upgrades. Each of our aircraft are also equipped with inflight Cell Phone service which allows our customer to call the pilot during flight. This gives our pilot the capability to communicate directly with the State of Nebraska at all times.

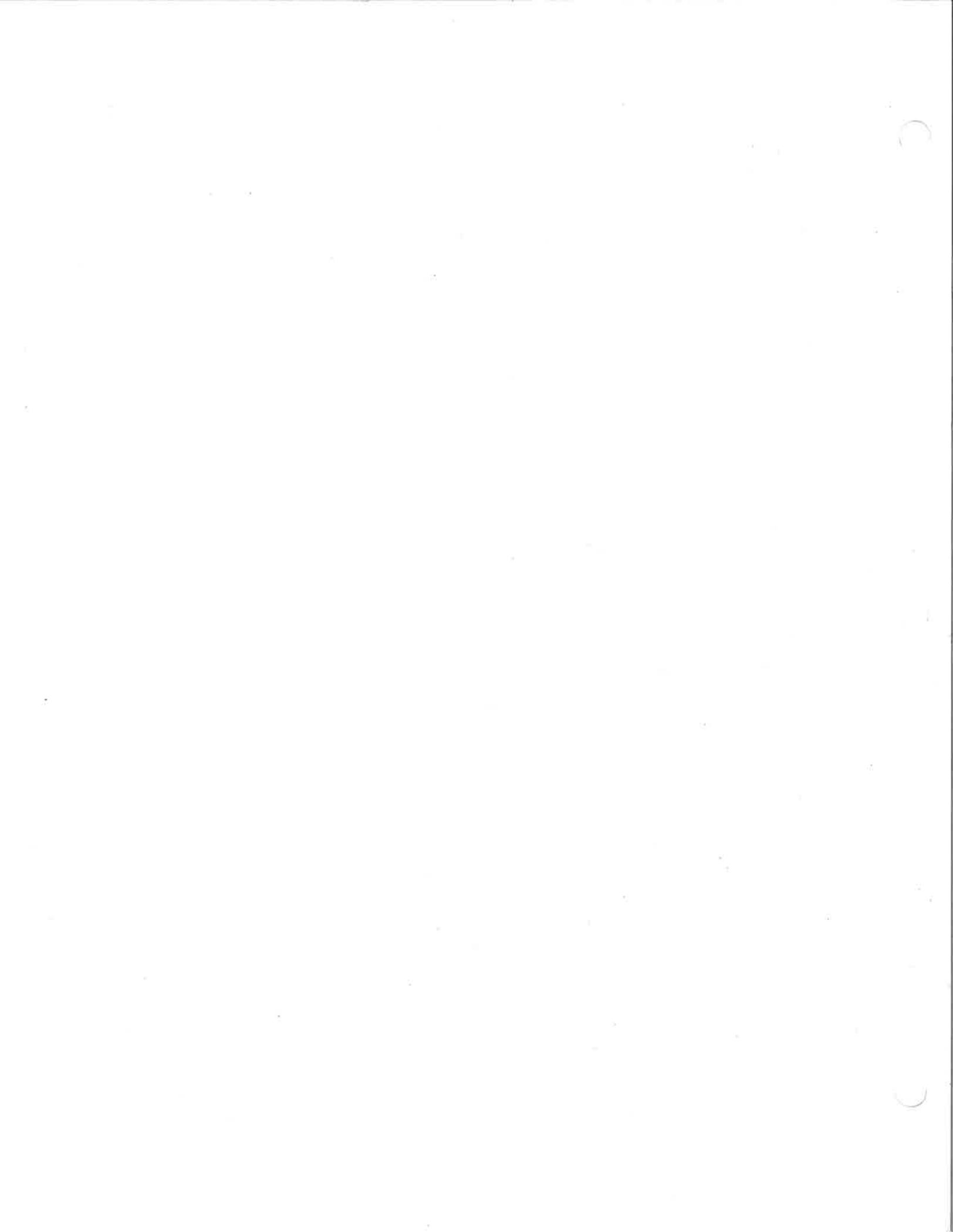
- 7 **Avionics** – For accurate placement and aircraft guidance all of our aircraft are equipped with the **SATLOC onboard global positioning system**. This enables our pilots to program destinations and fly directly and immediately to them. If a diversion is necessary, this allows the pilots to maintain constant knowledge of the best alternate route. This system works to enhance interaction with Air Attack or ASM Module, allowing the pilot to program accurate instructions for another drop even if Air Attack is required to leave the scene for refueling or another reason.

This system is also capable of downloading files from alternate GIS systems, giving the pilot an onboard picture of boundaries and previously marked obstructions on the digital screen located in the cock pit, as well as, maintaining an on-going record of flight paths.

All of Aero Tech's Air Tractors are equipped with **406 Emergency Locator Transmitters**. A record of each aircrafts registration through NOAA, (National Oceanic and Atmospheric Administration is kept in our office.

9. **Aero Tech's Fueling, Retardant / Support Truck** — We are fully capitalized with equipment and facilities to support our aerial operations. We own and operate an extensive fleet of DOT-approved SEAT support vehicles. All of our SEAT support trucks are built exactly the same so our drivers and mechanics have continuity when going from one truck to another. All of Aero Tech's SEAT support trucks have 1600 Jet-A fuel capacity which is more than double the interagency requirements. Safety is our number one concern. All fuel tanks and fuel systems are made of stainless steel and will never rust. Other than fuel, we also carry a full supply of spare parts and maintenance equipment to keep us in operation and to give our customer a reliable firefighting module. **A specific truck will be assigned to this contract upon award.** Enclosed are current OAS service vehicle cards.





S.E.A.T., PILOT, SERVICE TRUCK/TRAILER AND DRIVER

5740 Z1 COST PROPOSAL

Bidder Name: Aero Tech, Inc

1. Method of Measurement and Basis of Payment for Flight

- a. Compensation for flight time will be paid at the bid flight rate
- b. Flight time

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.

i. On days when the aircraft is flown, the pilot will be responsible for recording on the Daily Seat Cost Summary Sheet the following:

- a) Flight date.
- b) Contract number/name.
- c) FAA registration.
- d) Contractor name.
- e) Incident number and name.
- f) Name of pilot.
- g) Gallons of fire retardant delivered.
- h) Location from which flight time for the day commenced and start time.
- i) Location at which flight time for the day ended and end time.
- j) Flight rate.

ii. 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 basis.

iii. 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.

iv. 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.

v. Payment for flight time will be made only when flight is properly ordered by designated personnel; by local incident commander.

vi. 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
SEAT	2005	Air Tractor	AT-802A
Fuel Service/Support Truck Type	Year	Make	Model
Support Truck	2006 - 2009	Kenworth	T-30

A specific truck # will be assigned to this contract once award is made

1. Please enter the bid price for each line item.

LINE DESCRIPTION	DETAILS	UNIT OF MEASURE	INITIAL CONTRACT YEAR	YEAR TWO OPTIONAL RENEWAL	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. 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.	FLIGHT HOUR	\$2700.00	\$2700.00	\$2700.00	\$2700.00	\$2700.00
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	\$2825.00	\$2825.00	\$2900.00	\$2900.00	\$2950.00
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	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50
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	\$2500.00	\$2500.00	\$2500.00	\$2500.00	\$2500.00
EXTENDED PILOT STANDBY	Additional Pilot standby hours after an initial eight (8) hour day.	PER HOUR	\$55.00	\$60.00	\$65.00	\$65.00	\$65.00
EXTENDED DRIVER STANDBY	Additional Driver standby hours after an initial eight (8) hour day.	PER HOUR	\$55.00	\$60.00	\$65.00	\$65.00	\$65.00
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	\$5000.00	\$7500.00	\$7500.00	\$7500.00	\$7500.00
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	\$5000.00	\$7500.00	\$7500.00	\$7500.00	\$7500.00
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.						
TOTAL			\$	\$	\$	\$	\$

II. TERMS AND CONDITIONS

Bidders should complete Sections II through VI as part of their proposal. Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the RFP, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. 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 proposal. The State of Nebraska is soliciting proposals in response to this RFP. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this RFP.

The bidders should submit with their proposal 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 bidder's proposal 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 have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one 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

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TS			

The contract resulting from this RFP shall incorporate the following documents:

1. Request for Proposal and Addenda;
2. Amendments to the RFP;
3. Questions and Answers;
4. Contractor's proposal (RFP and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable ; and,
6. Amendments/Addendums to the Contract.

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) Amendments to RFP and any Questions and Answers, 4) the original RFP document and any Addenda, and 5) the Contractor's submitted Proposal.

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

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TS			

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

C. GOVERNING LAW (Statutory)

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.

D. BEGINNING OF WORK

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TS			

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

E. CHANGE ORDERS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TS			

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the RFP. 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 Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor 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 Contractor 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 Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor 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.

F. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TS			

If Contractor breaches the contract or anticipates breaching the contract, the Contractor 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.

G. BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TS			

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 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. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

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

H. NON-WAIVER OF BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TS			

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.

I. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TS			

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.

J. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TS			

1. GENERAL

The Contractor 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 Contractor, its employees, subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The Contractor 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 Contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor 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 Contractor has indemnified the State, the Contractor shall, at the Contractor'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 Contractor, and the State may receive the remedies provided under this RFP.

3. PERSONNEL

The Contractor 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 Contractor.

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 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement 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.

K. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	TS		

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 order by the court, including attorney's fees and costs, if the other Party prevails.

L. ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TS			

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

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor 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 Contractor 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.

M. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TS			

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"). 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.

N. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TS			

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.

O. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TS			

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor 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 immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor 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 Contractor or of any substantial part of the Contractor'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 Contractor, its employees, officers, directors, or shareholders;
- e. an involuntary proceeding has been commenced by any Party against the Contractor 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 Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
- f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
- g. Contractor intentionally discloses confidential information;
- h. Contractor has or announces it will discontinue support of the deliverable; and,
- i. In the event funding is no longer available.

P. CONTRACT CLOSEOUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TS			

Upon contract closeout for any reason the Contractor shall within 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 Contractor is permitted to keep the information or data by contract or rule of law. Contractor 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 Contractor'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 Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TS			

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

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

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor 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 Contractor's proposal 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 Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor 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 Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor'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; and
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees.
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

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

Contractor 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 Contractor 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

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TS			

The Contractor 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 Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>
The completed United States Attestation Form should be submitted with the RFP response.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor 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 (Statutory)

The Contractor 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 Contractors 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 Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this RFP.

D. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TS			

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

E. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TS			

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 Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TS			

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor 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. Contractor 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.

G. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TS			

The Contractor 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 Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the contract the Contractor 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 Contractor 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 Contractor 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 Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor 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 contractor 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 Contractor elects to increase the mandatory deductible amount, the Contractor 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 Contractor 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 Contractor 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 Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor 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 Contractor 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 Contractors, 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.

REQUIRED INSURANCE COVERAGE		
COMMERCIAL GENERAL LIABILITY		
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 Contractors		Included
Abuse & Molestation		Included
WORKER'S COMPENSATION		
Employers Liability Limits		\$500K/\$500K
Statutory Limits- All States		Statutory - State of Nebraska
Voluntary Compensation		Statutory
COMMERCIAL AUTOMOBILE LIABILITY		
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
UMBRELLA/EXCESS LIABILITY		
Over Primary Insurance		\$5,000,000 per occurrence
Aircraft Liability Insurance		
\$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
MANDATORY COI SUBROGATION WAIVER LANGUAGE		
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."		
MANDATORY COI LIABILITY WAIVER LANGUAGE		
"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."		

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy, a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

3. EVIDENCE OF COVERAGE

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

Agency: Nebraska Emergency Management Agency
 Attn: Contract Manager
 Address: 2433 N.W. 24th St.
 City, State, Zip: Lincoln, NE 68524

These certificates or the cover sheet shall reference the RFP 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 Contractor to maintain such insurance, then the Contractor 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 Contractor.

H. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TS			

The Contractor 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.

I. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TS			

By submitting a proposal, bidder certifies that there does not now exist a relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this RFP or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or an appearance of conflict of interest.

The bidder certifies that it will not knowingly employ any individual known by bidder to have a conflict of interest.

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the RFP or project, or who had any influence on decisions affecting the RFP or project.

J. STATE PROPERTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TS			

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

K. SITE RULES AND REGULATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TS			

The Contractor 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 Contractor 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 Contractor.

L. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TS			

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its 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.

M. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TS			

The Contractor 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 services as specified under the specifications in the contract in the event of a disaster.

N. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TS			

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

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

C. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TS			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Itemized Daily Seat Cost Summary Sheets shall be submitted to: Nebraska Emergency Management Agency 2433 N.W. 24th St. Lincoln, NE 68524. The Summary Sheets shall include but not limited to: flight date, contract number/name, FAA registration, Contractor name, incident number and name, name of pilot, number of passengers, gallons of water dropped and pounds of cargo delivered, location from which flight time for the day commenced and start time, location at which flight time for the day ended and end time, flight rate, 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 basis. NEMA prefers to receive the invoices electronically and will provide email addresses after award of contract. The terms and conditions included in the Contractor'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.

D. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TS			

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 Contractor 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

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TS			

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1)) Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

The Contractor 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

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TS			

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative 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 Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor 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 Contractor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Statutory)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
TS			

The State shall have the right to audit the Contractor's performance of this contract upon a 30 days' written notice. Contractor 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. The State may audit and the Contractor 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 Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor 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 Contractor be required to create or maintain documents not kept in the ordinary course of Contractor's business operations, nor

will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to Contractor.

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 (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

UNITED STATES OF AMERICA
 Department of Transportation
 Federal Aviation Administration

MEDICAL CERTIFICATE SECOND CLASS

This certifies that (Full name and address):
 BRETT Arthur HICKMAN
 406
 Black Oak AR 72414 USA

Date of Birth	Height	Weight	Hair	Eyes	Sex
08/25/1987	69	175	BROWN	HAZEL	M

has met the medical standards prescribed in part 67, Federal Aviation Regulations, for this class of Medical Certificate.

Limitations: None

Date of Examination: 02/09/2017
 Examiner's Designation No.: 000002520

Examiner Signature: *James David Dye*
 Typed Name: JAMES DAVID DYE, MD

AIRMAN'S SIGNATURE

Applicant ID: 2001620413 Control No.: 200007660241

FAA Form 8500-9 (3-12) Supersedes Previous Editions NSN: 0002-00-670-7002

UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

IV NAME: BRETT ARTHUR HICKMAN
 V ADDRESS: PO BOX 125
 BLACK OAK AR 72414-0125

VI NATIONALITY: USA
 VII D.O.B.: 25 AUG 1987
 VIII SEX: M HEIGHT: 68 WEIGHT: 170 HAIR: BROWN EYES: HAZEL

IX HAS BEEN FOUND TO BE PROPERLY QUALIFIED TO EXERCISE THE PRIVILEGES OF:

XI COMMERCIAL PILOT
 XII CERTIFICATE NUMBER: 3395378
 XIII DATE OF ISSUE: 13 SEP 2011

ADMINISTRATOR

BRETT ARTHUR HICKMAN
 COMMERCIAL PILOT
 AIRLINE SINGLE ENGINE LAND

XII RATINGS: 3395378
 XIII LIMITATIONS

ENGLISH PROFICIENT
 NOT VALID FOR CARRIAGE OF PERSONS FOR HIRE IN AIRPLANES ON
 CROSS-COUNTRY FLIGHTS OF MORE THAN 50 NAUTICAL MILES OR AT NIGHT.

IV SIGNATURE: *Brett A. Hickman*
 V HOLDER

Aero Tech, Inc.

THIS CERTIFIES THAT

BRETT HICKMAN

HAS SUCCESSFULLY COMPLETED THE

AERIAL FIREFIGHTING ACADEMY

JUNE 1, 2017



Ted Stallings, President

This Certificate is Awarded to

Brett Hickman

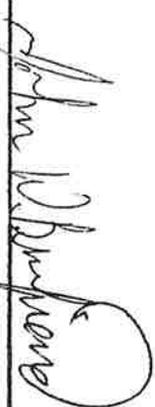
For Successful Completion of

**National Aerial
Firefighting Academy**

Wildland Fire Training and Conference Center - McClellan, CA

January 16 - 19, 2017

Date


John Burfend, NWFTC Director

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

GREGORY S SOUTHER JR.

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00100.b

Introduction to Incident Command System

ICS-100

Issued this 8th Day of January, 2018



0.3 IACET CEU


Tony Russell
Superintendent
Emergency Management Institute

This Certificate is Awarded to

Gregory Souther

For Successful Completion of

**National Aerial
Firefighting Academy**

Wildland Fire Training and Conference Center - McClellan, CA

January 8 -11, 2018

Date


John Burfend, NWFTC Director

OAS-36D V 1.6

01/09/2014



**SINGLE ENGINE AIR TANKER
(SEAT) DATA CARD
INTERAGENCY FIRE**

OFFICE OF AVIATION SERVICES

AIRCRAFT DATA CARD EXPIRES:

06/30/2018

OAS-68 CONTROL NO.:

TS17062804A

CONTRACT #	ITEM #	TYPE	Expire	Base
D17PC00410		OC SEAT		Clovis, NM

OPERATOR Aero Tech Inc
 ADDRESS 5333 East 21st St.
Clovis NM 88101
 PHONE NO. 575-763-4300 FAX: _____
 P.O.C: Ted Stallings PHONE: _____
 COMPANY EMAIL: _____

MAKE, MODEL AND SERIES Air Tractor AT-802A
 REGISTRATION NO. / TANKER NO. N 457AT
 MFG. SERIAL NO. 802A-0201
 HOBBS / TACH READING 2559.1 /
 TYPE AIRWORTHINESS CERTIFICATE: RESTRICTED
 OAS CONTACT: Shepherd PH: 208-850-7886 FAX 208-334-9303

CONTRACT CAPACITY: **800**

HOT REFUELING (INITIAL):

TS

YES

NO

TANKER #

847

GATE/DOOR SYSTEM TYPE: Hatfield

GATE / DOOR SYSTEM TYPE: **INLINE:** **TS** **TRANSVERSE:** _____ (INITIAL ALL BLOCKS)

Inspected By: *IS/ DeGrange* Print Name: DeGrange Region/Area: WRO Date: 07/05/2017
 Approved By: *IS/ Shepherd* Print Name: Shepherd Region/Area: WRO Date: 07/05/2017

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 N 457AT		AIRCRAFT SERIAL NO. 802A-0201
MANUFACTURER AND MANUFACTURER'S DESIGNATION OF AIRCRAFT AIR TRACTOR INC AT-802A		
ICAO Aircraft Address Code: 51306057		
ISSUED TO	AERONAUTICAL TECHNOLOGIES INC 5333 E 21ST ST CLOVIS NM 88101-1021	
	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.		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.
U.S. Department of Transportation Federal Aviation Administration		
DATE OF ISSUE December 19, 2017 EXPIRATION DATE December 31, 2020	<i>[Signature]</i> ADMINISTRATOR	

AC Form 8050-3 (10/2/15) Supersedes previous editions

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION SPECIAL AIRWORTHINESS CERTIFICATE	
A	CATEGORY/DESIGNATION Restricted PURPOSE Agriculture and Pest Control/Forest
E	MANUFACTURER NAME N/A ADDRESS N/A
C	FLIGHT See attached operating limitations Subject to D(2) on reverse side
D	N-457AT SERIAL NO. 802A-0201 BUILDER Air Tractor, Inc. MODEL AT-802A DATE OF ISSUANCE March 10, 2005 EXPIRY Unlimited
E	OPERATING LIMITATIONS DATED March 10, 2005 ARE A PART OF THIS CERTIFICATE SIGNATURE OF FAA REPRESENTATIVE David Cowan DESIGNATION OR OFFICE NO. DMIR700768SW
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 (Rev. 08) SEE REVERSE SIDE	



Programmed Maintenance Log Inspection Program

12/01/2017 ACTT: 2564.9

HOBBS: 2564.9

A/C Number	N457AT	Make/Model	AT-802A	S/N	802-0201
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Inspections Pending	Next Due	Date Due
100 Hour Due	2664.9	
Annual Due		12/18
Fuel Nozzles Due	2677.8	
Altimeter/Transponder/ Encoder/ Pitot Static Check Due		12/19
ELT Inspection Due		12/18
ELT Battery Due		5/20/2022
Fire Extinguisher		12/18
Weight and Balance Due		1/19
Recurring AD 05-13-12 Horz Stab Spar Attach Eyebolts	12/2018	
Recurring AD 09-11-05 Engine Mount Ring Clusters & Gussets	2664.9	
Recurring AD 2014-16-17 Wing Main Spar Lower Cap	8000 TT	

Aircraft Record General Information

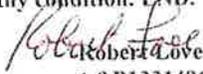
Manufacturer Air Tractor, Inc. Model AT-802A
Serial 802A-0201 Registration Number N457AT
Date of Manufacture March 10, 2005

Engine(s) currently installed:

Manufacturer Pratt & Whitney Model PT6A-67AG Serial PCE-RD0117
Manufacturer _____ Model _____ Serial _____

Propeller(s) currently installed:

Manufacturer Hartzell Propeller, Inc. Model HC-B5MA-3D/M11276NS
HUB Model HC-B5MA-3D Serial HBA 1169 Serial _____
Blade Model _____ Serial _____ Serial _____
Blade Model _____ Serial _____ Serial _____

YEAR: DATE	RECORDING TACH TIME	TODAY'S FLIGHT	TOTAL TIME IN SERVICE	Description of Inspections, Tests, Repairs and Alterations Entries must be endorsed with Name, Rating and Certificate Number of Technician or Repair Facility. (See back pages for other specific entries.)
				<p style="text-align: center;"> N457AT AT-802A 802A-0201 ACTT: 2564.9 DATE: 12/01/2017 Landings: 3710 </p> <p> Performed 100HR/Annual Inspections IAW Air Tractor Owner's Manual. Replaced all elevator cable pulleys. Replaced RH step CamLoc retainer. Stop drilled crack on LT side skin above refueling coupler. Removed starter-generator for overhaul. Reinstalled starter-generator (P/N: 23078-020, S/N: P1069). Operational check good. All applicable Service Letters and Airworthiness Directives complied with and detailed in logbook binder. I certify that this aircraft was inspected in accordance with a 100HR/ANNUAL INSPECTION & is considered to be in an airworthy condition. END. </p> <p style="text-align: right;">  Robert Love A&P13314061A </p>



Transport
Canada
Aviation

Transports
Canada
Aviation

TP3910E

AIRCRAFT TECHNICAL LOGS

Section 3. ENGINE

GAS GENERATOR MODULE LOG BOOK

Second Edition

January 1987

Canada

ENGINE LOG

1. Make Pratt & Whitney Canada Corp
2. Model PT6A- 67AG
3. Specification B/S: 1103 E.T.C E-21
4. Manufacturer's Serial Number PCE- RDO117
5. Date of Manufacture JANUARY 2005
6. Aircraft Inspection Cycle _____

MAINTENANCE RECORD

REPAIRS, ADJUSTMENTS, MODIFICATIONS
ENTRIES. DRAW A DIAGONAL LINE THROUGH ANY UNUSED LINES IN DATE AND TIME COLUMNS.

SIGNATURE

LICENCE
NUMBER

N457AT AT-802A 802A-0201 ACTT: 2564.9 Hobbs: 2564.9 DATE 12/01/2017
PT6A-67AG S/N: PCE RD0117 Eng. TT: 2564.9 Starts: 1298 Flights: 3710

Removed, cleaned and reinstalled oil filter. Performed 100 inspection IAW with Pratt & Whitney PT6A-67AG Maintenance Manual, and Air Tractor AT 802 Owner's Manual. I certify that this engine has been inspected in accordance with a 100HR inspection, and is considered to be in an airworthy condition.

Garrett Sheets
A&P3811676

N457AT AT-802A 802A-0201 ACTT: 2564.9 Hobbs: 2564.9 DATE 12/01/2017
PT6A-67AG S/N: PCE RD0117 Eng. TT: 2564.9 Starts: 1298 Flights: 3710

I certify that this engine has been inspected in accordance with a 100HR/ANNUAL inspection, and is considered to be in an airworthy condition.

Robert Love
A&P13314061A

MAXIMUM HOURS BETWEEN OVERHAULS _____ HOURS.



Transport
Canada
Aviation

Transports
Canada
Aviation

TP3910E

AIRCRAFT TECHNICAL LOGS

Section 3. ENGINE

POWER SECTION MODULE LOG BOOK

Second Edition

January 1987

Canada

ENGINE LOG

1. Make Pratt & Whitney Canada Corp
2. Model PT6A- 671A6
3. Specification B/S: 1103 E.T.C E-21
4. Manufacturer's Serial Number PS- RD0117
5. Date of Manufacture JANUARY 2005
6. Aircraft Inspection Cycle _____


HARTZELL

PROPELLER LOGBOOK

PROPELLER MODEL HC-85MA-3D / M11276NS

PROPELLER S/N HBA 1368

LOGBOOK # 1

N457AT Airframe AD Report

AD 2005-13-12	Amdt. 39-14149	Issued: 06/22/05	Effective: 08/05/05	Recurring: Yes	Hrs:
Subject: Eyebolts - spar - horiz. stabilizer & strut			Supersedes:		Due:
Method:					SB#:
Terminated by: <i>S/A By RETDax</i>			Cert. A&P1331406IA		Date: <i>12-1-17</i>
Name: Robert Love			Sig. <i>Robert Love</i>		

AD 2006-08-09	Amdt. 39-14565	Issued: 04/19/06	Effective: 04/21/06	Recurring: Yes	Hrs:
Subject: Superseded by 2010-13-08			Supersedes:		Due:
Method:					SB#:
Terminated by:			Cert. A&P1331406IA		Date:
Name: Robert Love			Sig.		

AD 2006-20-10	Amdt. 39-14779	Issued: 09/29/06	Effective: 11/03/06	Recurring: Yes	Hrs:
Subject: Attach angles - firewall mounted hopper rinse tank shelf			Supersedes:		Due:
Method:					SB#:
Terminated by: <i>N/A By A/C S/A</i>			Cert. A&P1331406IA		Date: <i>12-1-17</i>
Name: Robert Love			Sig. <i>Robert Love</i>		

AD 2006-22-08	Amdt. 39-14805	Issued: 10/27/06	Effective: 12/01/06	Recurring: Yes	Hrs:
Subject: Superseded by 2007-13-17			Supersedes:		Due:
Method:					SB#:
Terminated by:			Cert. A&P1331406IA		Date:
Name: Robert Love			Sig.		

AD 2006-23-14	Amdt. 20-14826	Issued: 11/16/06	Effective: 12/21/06	Recurring: Yes	Hrs:
Subject: Rudder & vertical fin hinge attaching structure			Supersedes:		Due:
Method:					SB#:
Terminated by: <i>N/A By A/C S/A</i>			Cert. A&P1331406IA		Date: <i>12-1-17</i>
Name: Robert Love			Sig. <i>Robert Love</i>		

AD 2007-13-17	Amdt. 39-15121	Issued: 07/06/07	Effective: 08/10/07	Recurring: Yes	Hrs:
Subject: Superseded by 2008-10-12			Supersedes: 2006-22-08		Due:
Method:					SB#:
Terminated by:			Cert. A&P1331406IA		Date:
Name: Robert Love			Sig.		

AD 2008-10-12	Amdt. 39-15518	Issued: 05/08/08	Effective: 06/12/08	Recurring: Yes	Hrs:
Subject: Superseded by 2009-11-05			Supersedes: 2007-13-07		Due:
Method:					SB#:
Terminated by: <i>N/A By A/C S/A</i>			Cert. A&P1331406IA		Date: <i>12-1-17</i>
Name: Robert Love			Sig. <i>Robert Love</i>		

AD 2009-11-05	Amdt. 39-15915	Issued: 05/22/09	Effective: 06/01/09	Recurring: Yes	Hrs:
Subject: Cracks - engine mounts			Supersedes: 2008-10-12		Due:
Method:					SB#:
Terminated by:			Cert. A&P1331406IA		Date: <i>12-1-17</i>
Name: Robert Love			Sig. <i>Robert Love</i>		

AD 2009-18-04	Amdt. 39-16000	Issued: 08/27/09	Effective: 10/01/09	Recurring: No	Hrs:
Subject: Rudder-aileron interconnect cable system shield kit			Supersedes:		Due:
Method: <i>Done 11 Aug 2007</i>					SB#:
Terminated by:			Cert. A&P1331406IA		Date: <i>12-1-17</i>
Name: Robert Love			Sig. <i>Robert Love</i>		

N457AT Airframe AD Report

AD 2010-13-08	Amdt. 39-16339	Issued: 06/23/10	Effective: 07/28/10	Recurring: Yes	Hrs:
Subject: Superseded by 2010-17-18			Supersedes: 2006-08-09		Due:
Method:					SB#:
Terminated by:					SB#:
Name: Robert Love		Sig.	Cert. A&P1331406IA		Date:

AD 2010-17-18	Amdt. 39-16412	Issued: 08/25/10	Effective: 09/09/10	Recurring: Yes	Hrs:
Subject: Revised by 2010-17-18 R1			Supersedes: 2010-13-08		Due:
Method:					SB#:
Terminated by:					SB#:
Name: Robert Love		Sig.	Cert. A&P1331406IA		Date:

AD 2010-17-18 R1	Amdt. 39-16552	Issued: 12/30/10	Effective: 01/14/11	Recurring: Yes	Hrs:
Subject: Superseded by 2014-16-17			Supersedes: 2010-17-18		Due:
Method:					SB#:
Terminated by: <i>N/A By MC STN</i>					SB#:
Name: Robert Love		Sig. <i>Robert Love</i>	Cert. A&P1331406IA		Date: <i>1-1-11</i>

AD 2014-16-17	Amdt. 39-17941	Issued: 08/25/14	Effective: 09/29/14	Recurring: Yes	Hrs:
Subject: Cracks - outboard fastener holes wing main spar lower caps - center splice joint			Supersedes: 2010-17-18 R1		Due:
Method:					SB#:
Terminated by: <i>N/A By MC STN</i>					SB#:
Name: Robert Love		Sig. <i>Robert Love</i>	Cert. A&P1331406IA		Date: <i>1-1-17</i>

Number of ADs: 21

N457AT Engine AD Report

Airworthiness Directives: Compliance Report - Engine --with All ADs		
Make: Pratt Model: PT6A-67AG	S/N: RDO117	Hours: 2564.9

AD 97-04-12	Amdt. 39-9936	Issued: 02/27/97	Effective: 03/14/97	Recurring: No	Hrs:
Subject: Compressor bleed off valves			Supersedes:		Due:
Method:					SB#:
Terminated by: <i>C/N By RE PLACEMENT OF VALVE</i>					SB#:
Name: Robert Love	Sig. <i>Robert Love</i>		Cert. A&P1331406IA	Date: <i>12-1-17</i>	

AD 2002-23-13	Amdt. 39-12957	Issued: 11/26/02	Effective: 12/31/02	Recurring: Yes	Hrs:
Subject: Welds and cracks - turbine exhaust ducts			Supersedes:		Due:
Method:					SB#:
Terminated by: <i>N/A By Engine Modus</i>					SB#:
Name: Robert Love	Sig. <i>Robert Love</i>		Cert. A&P1331406IA	Date: <i>12-1-17</i>	

AD 2016-05-13	Amdt. 39-18431	Issued: 03/18/16	Effective: 04/22/16	Recurring: No	Hrs:
Subject: Woodward fuel control units			Supersedes:		Due:
Method:					SB#:
Terminated by: <i>N/A By PDW SERVICE BULLETIN - PTLA-72-14357</i>					SB#:
Name: Robert Love	Sig.		Cert. A&P1331406IA	Date: <i>12-1-17</i>	

Number of ADs: 3

N457AT Propeller AD Report

Airworthiness Directives: Compliance Report - Propeller			--with All ADs		
Make: Hartzell Propeller		S/N: HBA:1368		Hours: 2683.6	
Model: HC-B5MA-5					

AD 2003-13-17	Amdt. 39-13219	Issued: 07/03/03	Effective: 07/18/03	Recurring: No	Hrs:
Subject: Props serviced by T and W Propellers			Supersedes:		Due:
Method:					SB#:
Terminated by: <i>N/A NOT SERVICED BY T AND W</i>					SB#:
Name: Robert Love		Sig. <i>Robert Love</i>		Cert. A&P1331406IA	Date: <i>12-1-17</i>

AD 2005-14-11	Amdt. 39-14188	Issued: 07/13/05	Effective: 08/17/05	Recurring: No	Hrs:
Subject: Blades serviced by Southern Calif. Prop. Service			Supersedes:		Due:
Method:					SB#:
Terminated by: <i>N/A NOT SERVICED BY SOUTHERN CALIF PROP SERVICE</i>					SB#:
Name: Robert Love		Sig. <i>Robert Love</i>		Cert. A&P1331406IA	Date: <i>12-1-17</i>

AD 2009-10-14	Amdt. 39-15910	Issued: 05/20/09	Effective: 06/04/09	Recurring: No	Hrs:
Subject: Counterweight slug attachment bolts, P/N B-3386-14H			Supersedes:		Due:
Method:					SB#:
Terminated by: <i>PKW</i>					SB#:
Name: Robert Love		Sig. <i>Robert Love</i>		Cert. A&P1331406IA	Date: <i>12-1-17</i>

Number of ADs: 3

AERO TECH, INC.
N457AT



Service Letter Number	Description	Compliance Date/Hours	Method Of Compliance	O/R	Next Due	Signature & License Number
129A	Horizontal Stabilizer Attach Bolts	N/A	N/A by A/C S/N	-	N/A	Garrett Sheets A&P 3811676
129B	Horizontal Stabilizer Attach Bolts	N/A	N/A by A/C S/N	-	N/A	Garrett Sheets A&P 3811676
180A	Horz Stab Attach Pedestal	N/A	N/A by A/C S/N	-	N/A	Garrett Sheets A&P 3811676
217B	Longeron Failure	N/A	N/A by A/C S/N	0	N/A	Garrett Sheets A&P 3811676
266	Cracked Alt Fuselage Tube	12/01/2017 2564.9	c/w by visual inspection - no cracks found	R	Dec-18 or 2664.9	Garrett Sheets A&P 3811676
299	Corrosion Inspection	12/01/2017 2564.9	c/w by visual inspection - no corrosion found	R	Dec-18	Garrett Sheets A&P 3811676
300	Elevator Trim Actuator Mounting Bracket	12/01/2017 2564.9	c/w by visual inspection - no cracks found	0	N/A	Garrett Sheets A&P 3811676
229	Replacement Fuel Filter Element	12/01/2017 2564.9	C/W by installation of p/n 52351-1, inspect every 100 hrs	R	2664.9	Garrett Sheets A&P 3811676
229A	Fuel Filter Inspection/Maintenance	12/01/2017 2564.9	C/W by installation of p/n 52351-1, inspect every 100 hrs	R	2664.9	Garrett Sheets A&P 3811676
195	Longeron Failure	N/A	N/A by A/C S/N	-	N/A	Garrett Sheets A&P 3811676
180A	Horz Stab Attach Pedestal	N/A	N/A by A/C S/N	-	N/A	Garrett Sheets A&P 3811676
98	Horz Stab Brace Corrosion	12/01/2017 2564.9	C/W by visual inspection - no corrosion found	R	2664.9	Garrett Sheets A&P 3811676
198	Stabilizer Strut	N/A	N/A by A/C M/N	-	N/A	Garrett Sheets A&P 3811676
129	Horz Stab Attach Eyebolts	12/01/2017 2564.9	C/W by torque check	R	2664.9	Garrett Sheets A&P 3811676
253	Engine Mount Cracking	12/01/2017 2564.9	C/W by visual inspection - no cracks found	R	Dec-18	Garrett Sheets A&P 3811676
172	Beta Valve Plunger Sticking	12/01/2017 2564.9	C/W by cleaning	R	Dec-18	Garrett Sheets A&P 3811676
359	Vertical Fin Attach Bolts	12/01/2017 2564.9	C/W by installation of new hardware	0	N/A	Garrett Sheets A&P 3811676
366	Aileron Bell Crank Support	12/01/2017 2564.9	C/W by visual inspection - no cracks found	0	N/A	Garrett Sheets A&P 3811676
274	Rudder-Aileron Interconnect Shields		P/C/W by shield installation	0	N/A	Garrett Sheets A&P 3811676

Aircraft Weight and Balance Revision

Tail Number: N457AT		Date: 1/22/2017	
Prepared by: Gilbert Palacios		Type Certificate Data No: A19SW	
Aircraft Make: Air Tractor		Model: AT-802A	Serial No: 802A-0201 Time: 2435.6
Registered Owner: AERO TECH INC.		Address: 5333 E. 21 st Street, Clovis, NM 88101	
Maximum Weight: 16,000		CG Range FWD 23" AFT 35" Moment: 211141.43	
As Received; Date of Previous Weight and Balance: 3/20/2014		Useful Load: 8872.02	EW: 7127.98 EWCG: 29.62
Notes: Weighed IAW Air Tractor Owner's Manual, Empty Fuel, Unusable Only, All Fluids Full, AFM In Aircraft.			
	Weight	Arm	Moment
Left: 3112, 3106, 3107	3108.3	-10.3	32015.49
Right: 3028, 3019, 3018	3021.7	-10.3	31123.51
Tail: 996, 995, 993	994.7	275.5	274039.85
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
Weighed with Jackson Jawscales M2000 s/n 4491	0	0	0
Last Calibrated 5/16/2016.	0	0	0
	.0..	0	0
	.0..	0	0
_____ As Calculated _____ x _____ As Weighed	Moment 210,900.85	Weight 7124.70	New Empty Weight CG: 29.79
			New Useful Load: 8875.30
Signature: 			
Repair Agency or License No: A&P 3935276			

N457AT
EQUIPMENT LIST

SERIAL NO. 802A-0201

DATE: 01-22-17

<u>Item</u>	<u>Weight (lbs.)</u>	<u>Station (in.)</u>
BATTERIES	121.5	-18.0
DRIFT FINDER SMOKER	18.0	113.0
ELT ACK E-04 406mhz	4.0	103.0
FLIGHT MANUAL	2.0	78.0
FIRE EXTINGUISHER	6.0	71.0
TURN COORDINATOR	1.2	73.0
ATTITUDE GYRO	2.5	73.0
VERTICAL SPEED INDICATOR	.7	73.0
PS ENGINEERING PMA6000C	1.0	76.0
BENDIX/KING KY 196A COM	3.2	76.0
BENDIX/KING KY 196A COM	3.2	77.0
BENDIX/KING KT 76A TRANSPONDER	3.0	77.0
TECHNISONIC TDFM-136A	4.0	78.0
PULSE LIGHT CONTROL UNIT	1.0	48.0
GARMIN 196 (PORTABLE)	2.0	68.0
GARMIN 696 (PORTABLE)	2.5	73.0
AFF SKYCONNECT TRACKER	4.15	103.0
<u>TURBINE CONVERSIONS FIREGATE</u>	<u>267.0</u>	<u>22.0</u>

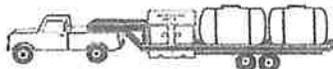
Empty Weight 7124.70 as weighed with above items.

REMOVEABLE ITEMS

10" TRANSLAND GATEBOX	117.5	6.6
STANDARD SPRAY SYSTEM	132.0	48.0
VANE TYPE SPREADER	115.0	26.0
AMD FITTING BAG	0.5	90.0
3" Female x 3" Female	3.8	90.0
2 1/2" Fire x 3" Male	1.6	90.0
3" Male x 2" Female	3.6	90.0
2" Male x 2" Male	1.0	90.0
3" Male x 3" Male	2.8	90.0
1 1/2" Fire x 2" Male	1.0	90.0

OAS-39D V 1.6

11/7/2013



SSV
SEAT SUPPORT VEHICLE

OFFICE OF AVIATION SERVICES

OPERATOR: Aero Tech Inc
ADDRESS 5333 E. 21st Street
Clovis NM 88101
PHONE NO. 575-763-4300 FAX -
P.O.C: -

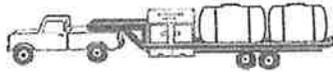
SERVICE VEHICLE EXPIRES:		5/30/2013		
OAS-68 CONTROL NO:		TS17071901A		
CONTRACT #	ITEM #	TYPE	Expire	Base
D17PC00410		OC Seat		Clovis, NM

TYPE VEHICLE	KENWORTH		
LICENSE #	<u>IRH2335 / 38451</u>	STATE:	<u>NM</u>
FUEL CAPACITY	<u>1600</u>		
WATER CAPACITY	<u>2425</u>		
UNIT(s)#	<u>20 / 20</u>		
OAS CONTACT PH:	<u>208-850-7886</u>	FAX:	<u>-</u>

Inspected By: IS/ *Shepherd* Print Name: Shepherd Region/Area WRO Date: 07/19/2017
 Approved By: IS/ *Shepherd* Print Name: Shepherd Region/Area WRO Date: 07/19/2017

OAS-39D V 1.6

11/7/2013



**SSV
SEAT SUPPORT VEHICLE**

OFFICE OF AVIATION SERVICES

OPERATOR: Aero Tech Inc
ADDRESS 5333 E. 21st Street
Clovis NM 88101
PHONE NO. 575-763-4300 FAX -
P.O.C: _____

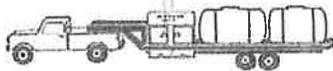
SERVICE VEHICLE EXPIRES:		5/30/2018		
OAS-68 CONTROL NO:		TS17071901A		
CONTRACT #	ITEM #	TYPE	Expire	Base
D17PC00410		OC Seat		Clovis, NM

TYPE VEHICLE	KENWORTH		
LICENSE #	H233 / 9456 FTB	STATE:	NM
FUEL CAPACITY	1600		
WATER CAPACITY	1825		
UNIT(s)#	17 / 15		
OAS CONTACT PH:	208-850-7886	FAX:	208-334-9303

Inspected By: IS/ *Shepherd* Print Name: Shepherd Region/Area WRO Date: 07/19/2017
 Approved By: IS/ *Shepherd* Print Name: Shepherd Region/Area WRO Date: 07/19/2017

OAS-39D V 1.6

11/7/2013



SSV
SEAT SUPPORT VEHICLE

OFFICE OF AVIATION SERVICES

OPERATOR: Aero Tech Inc
ADDRESS 5333 E. 21st Street
Clovis NM 88101
PHONE NO. 575-763-4300 FAX -
P.O.C:

SERVICE VEHICLE EXPIRES:		5/30/2018		
OAS-68 CONTROL NO:		TS17071901A		
CONTRACT #	ITEM #	TYPE	Expire	Base
D17PC00410		OC Seat		Clovis, NM

TYPE VEHICLE _____
LICENSE # / 38452 STATE: NM
FUEL CAPACITY _____
WATER CAPACITY 1825
UNIT(s)# / 21
OAS CONTACT PH: 208-850-7886 FAX:

Inspected By: *IS/ Shepherd* Print Name: Shepherd Region/Area WRO Date: 07/19/2017
Approved By: *IS/ Shepherd* Print Name: Shepherd Region/Area WRO Date: 07/19/2017

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Request for Proposal, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.

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 Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

n/a

 NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" 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 RFP.

n/a 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.

n/a 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.

FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	Aero Tech, Inc.
COMPLETE ADDRESS:	5333 E. 21st St. Clovis, New Mexico 88101
FAX NUMBER:	575-763-3400
DATE:	01/24/18
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Ted Stallings – President/Owner

Form A
Bidder Contact Sheet
Request for Proposal Number 5740 Z1

Form A should be completed and submitted with each response to this RFP. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	Aero Tech, Inc.
Bidder Address:	5333 E. 21 st St. Clovis, New Mexico 88101
Contact Person & Title:	Ted Stallings – President/Owner
E-mail Address:	ted@aerotechteam.com
Telephone Number (Office):	575-763-4300
Telephone Number (Cellular):	907-231-6989
Fax Number:	575-763-3400

Each bidder should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	Aero Tech, Inc.
Bidder Address:	5333 E. 21 st St. Clovis, New Mexico 88101
Contact Person & Title:	Ted Stallings – President/Owner
E-mail Address:	ted@aerotechteam.com
Telephone Number (Office):	575-763-4300
Telephone Number (Cellular):	907-231-6989
Fax Number:	575-763-3400

ADDENDUM ONE, QUESTIONS and ANSWERS

Date: January 19, 2018

To: All Bidders

From: Annette Walton/Teresa Fleming, Buyers
AS Materiel State Purchasing Bureau

RE: Addendum for Request for Proposal Number 5740 Z1 to be opened February 6, 2018 at 2:00 p.m.
Central Time

Questions and Answers

No questions were received for Request for Proposal Number 5740 Z1.

This addendum will become part of the RFP and should be acknowledged with the Request for Proposal.



US Department
of Transportation
**Federal Aviation
Administration**

Operating Certificate

This certifies that

AERO TECH, INC.
5333 EAST 21ST STREET
CLOVIS, NEW MEXICO 88101

has met the requirements of the Federal Aviation Act of 1958, as amended, and the rules, regulations, and standards prescribed therein, for the issuance of this certificate and is authorized to operate as an Air Operator and conduct **Commercial Agricultural Aircraft Operations**

in accordance with said Act and its rules, regulations, and standards; **dispensing of economic poisons is permitted.**

This certificate is not transferable and, unless canceled, suspended, superseded, surrendered or revoked, shall continue in effect **indefinitely.**

By Direction of the Administrator.

RUBEN GONZALEZ

(Signature)

MANAGER, LBB FSDO

(Title)

Certificate number: QTEG809B

Effective date: 3/8/89

REISSUED: 3/13/91

Issued at: Lubbock, TX