

ORIGINAL

CO Fire Aviation
23101 Highway 52
Fort Morgan, CO 80701



**Exclusive Use Single Engine Air Tanker Pilot,
Service Truck/Trailer and Driver**

Nebraska Department of Administrative Services

**State Purchasing Bureau
Attn: Annette Walton/Teresa Fleming
1526 K Street, Suite 130
Lincoln, NE 68508**

Solicitation Number: 5740 Z1

Closing Date and time: February 6, 2018, 2:00pm CT

Aircraft N805NZ

CO Fire Aviation
23101 Highway 52
Fort Morgan, CO 80701



Solicitation Number 5740 Z1

Form A

Bidder Contact Sheet

Request for Proposal Number 5740 Z1

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:	CO FIRE AVIATION, INC
Bidder Address:	23101 HIGHWAY 52 FORT MORGAN, CO 80701
Contact Person & Title:	KYLE SCOTT, PRESIDENT
E-mail Address:	COFIREAVIATION@GMAIL.COM
Telephone Number (Office):	970-867-8414
Telephone Number (Cellular):	970-768-0553
Fax Number:	970-867-2344

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:	CO FIRE AVIATION, INC
Bidder Address:	23101 HIGHWAY 52 FORT MORGAN, CO 80701
Contact Person & Title:	KYLE SCOTT, PRESIDENT
E-mail Address:	COFIREAVIATION@GMAIL.COM
Telephone Number (Office):	970-867-8414
Telephone Number (Cellular):	970-768-0553
Fax Number:	970-867-2344

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:	CO FIRE AVIATION, INC.
COMPLETE ADDRESS:	23101 HIGHWAY 52, FORT MORGAN, CO 80701
TELEPHONE NUMBER:	970-867-8414
FAX NUMBER:	970-867-2344
DATE:	1/30/18
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	KYLE SCOTT, PRESIDENT

CO Fire Aviation
23101 Highway 52
Fort Morgan, CO 80701



Solicitation Number 5740 Z1

Section II-VI

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:
KTS			

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:
KJS			

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:
KJS			

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:
KS			

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:
KS			

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:
KS			

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:
KJS			

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:
KJS			

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:
KJS			

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:
KS			

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:
KS			

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:
KS			

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:
KS			

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:
KS			

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:
KB			

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 Contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contractor, 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:
KS			

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:
KJS			

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:
KJS			

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:
KJS			

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:
KJS			

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:
KJS			

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:
KS			

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:
KS			

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:
KS			

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:
KS			

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:
KS			

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:
KS			

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:
KS			

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:
KB			

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 no 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:
KB			

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:
KS			

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:
KS			

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:
KS			

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.

V. PROJECT DESCRIPTION AND SCOPE OF WORK

A. Project Overview:

The State of Nebraska, Nebraska Emergency Management Agency (NEMA) is soliciting bids for providing one (1) Exclusive Use (EU) Single Engine Air Tanker (SEAT) aircraft and personnel, including a pilot, a Fuel Service/Support Vehicle (FSV) and driver. The aircraft, pilot and ground crew under this contract will be for the suppression of wildland fires and may be dispatched at the direction of the NEMA to bordering states.

Contractor will provide annual minimum sixty (60) day SEAT availability on site at SEAT bases assigned by NEMA and stakeholders to support NEMA with wildfire suppression support. The permanent bases are located in Chadron, Alliance, Scottsbluff, and Valentine, Nebraska. NEMA also has a portable seat base to utilize in other areas of the state as needed. The contract will be established on a yearly basis; however, service start and end dates may vary or NEMA may need to add additional dates to the service period. Contractor will provide all personnel, SEAT, and SEAT support as shown below. The State will provide fire retardant material.

B. Contractor Requirements

1. Certifications and Approvals

- a. The Contractor shall operate in accordance with 14 Code of Federal Regulations (CFR), Part 91, <https://www.gpo.gov/fdsys/granule/CFR-2012-title14-vol2/CFR-2012-title14-vol2-part91/content-detail.html> (or most current version)
- b. The Contractor shall operate in accordance with the Department of Interior (DOI), Office of Aviation Services (OAS) Interagency Single Engine Air Tanker Operations Guide. <https://www.doi.gov/aviation/library/guides> (or most current version)
- c. The Contractor shall operate in accordance with the Interagency Standards for Fire and Fire Aviation Operations <https://www.nifc.gov/PUBLICATIONS/redbook/2017/RedBookAll.pdf> (or most current version)
- d. Contractor shall be certified to meet 14 CFR, Part 137 Agricultural Aircraft Operations <https://www.gpo.gov/fdsys/granule/CFR-2011-title14-vol3/CFR-2011-title14-vol3-part137> (or most current version). Any aircraft operated shall be listed by make, model, series, and registration number on the Operators Certificates.
- e. The Contractor shall furnish, on request, a copy of all reports required to be submitted to the Federal Aviation Administration (FAA) by the Federal Aviation Regulations (FAR) that relate to pilot and maintenance personnel performance, aircraft airworthiness or operations.

2. Aircraft: One turbine powered, Type 3 or 4 Single Engine Air Tanker that is currently on the US DOI On-Call SEAT Source List and possess a Standard and/or restricted Airworthiness Certificate

- a. Loading and Refueling
The Contractor will provide a support vehicle and personnel for mobile mixing. The following requirements and specifications shall apply
 - i. The State of Nebraska allows Hot Loading of retardant into the aircraft according to the procedures listed in the Interagency Single Engine Air Tanker Operations Guide.
 - ii. The Contractor shall verify the correct retardant mix with a Contractor-supplied refractometer to ensure the load mixed by the SEAT base manager is correct. Results of the refractometer test will be recorded prior to loading the aircraft with any load.
- b. Aircraft Maintenance
 - i. Maintenance of the aircraft shall be recorded in accordance with 14 CFR Part 43 and Part 91. (most current version)
 - ii. Contractor will notify NEMA Operations Manager upon maintenance completion and log book entry that aircraft is ready to return to service.

3. Radio Communications: VHF mounted programmable radio on the SEAT aircraft servicing this contract with appropriate Federal, State and local air to ground frequencies for aerial fire suppression.

- a. All radio communication on State-assigned frequencies shall be in English.
- b. The Contractor shall follow all communication guidelines specified by the FAA, OAS and NEMA.

4. Fuel Service/Support Vehicle (FSV): One fully equipped and stocked service truck with support trailer
 - a. All aircraft and support vehicles shall be approved by the United States Forestry Service (USFS) or OAS indicating they meet the standards and specifications of current Federal SEAT Contract.
 - b. Department of Transportation (DOT) Certificates need to be provided for all support vehicles.
5. Crew Complement Required: Qualified Level I or Level II Pilot and Fuel Service/Support Driver.
 - a. Pilot Authority and Responsibility
 - i. Communications between the Contractor crew personnel and government personnel is mandatory for safe and effective performance. Contractor's personnel must proficiently communicate and read in English. All radio communication on State-assigned frequencies shall be in English.
 - ii. Personnel will have a current interagency card issued by the USFS or OAS. Pilots will be rated Level 1 or Level II by the Bureau of Land Management (BLM), USFS, or OAS.
 - iii. The State recognizes that the pilot has the final authority on flight decisions based on flight safety.
 - b. Support Driver requirements:
 - i. All operators shall be able to operate the equipment safely up to the manufacturer's limitations.
 - ii. Contractor's support driver shall be able to proficiently communicate and read in English.
 - c. Relief Cost:
Regular crew can work 12 days in a row but then needs Day 13 and Day 14 off. Travel cost from home base to the designated base of operations for SEAT and back to home base for relief crew will be a set dollar amount for every relief cycle. NEMA agrees to pay additional per diem of the relief crew.
6. Fire Suppression Support: Through the aerial application of fire retardant at the direction of the Ground Incident Commander
7. Contractor must be available at a minimum of 48 hours' notice for mobilization.

C. Bidder Requirements

1. Bidder should supply copies of records for the aircraft :
 - a. Current Certifications and approvals indicating that aircraft has met all specifications and requirements set by the National Interagency Seat Contract.
 - b. Aircraft maintenance records
2. Bidder should supply records for the pilot(s):
 - a. Pilot card from United State Forestry Service (USFS) or Department of Interior OAS showing compliance with all requirements specified in the National Interagency SEAT Contract:
 - b. Completed Pilot Qualifications and Approval Record Form and pilot records
 - c. Pilots shall be rated as Level 1 or Level 2 by the BLM USFS, or OAS.
 - d. FAA Pilot certificates
 - e. Current FAA pilot medical certificate
 - f. Copy of a signed Pilot Operations Briefing Certificate
3. Bidder should supply records for FSV:
 - a. Current Certifications and approvals indicating that all equipment has met all specifications and requirements set by the National Interagency Seat Contract
 - b. Annual Department of Transportation (DOT) current inspection records
 - c. Proof of automobile insurance

All documentation listed above must be provided by the Contractor prior to contract award.

D. DELIVERABLES: See Cost Proposal

VI. COST PROPOSAL REQUIREMENTS

This section describes the requirements to be addressed by bidders in preparing the State's Cost Sheet. The bidder must use the State's Cost Sheet. The bidder should submit the State's Cost Sheet in accordance with Section I Submission of Proposal.

THE STATE'S COST SHEET AND ANY OTHER COST DOCUMENT SUBMITTED WITH THE PROPOSAL SHALL NOT BE CONSIDERED CONFIDENTIAL OR PROPRIETARY AND IS CONSIDERED A PUBLIC RECORD IN THE STATE OF NEBRASKA AND WILL BE POSTED TO A PUBLIC WEBSITE.

A. COST SHEET

This summary shall present the total fixed price to perform all of the requirements of the RFP. The bidder must include details in the State's Cost Sheet supporting any and all costs.

The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

B. PRICES

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

CO Fire Aviation
23101 Highway 52
Fort Morgan, CO 80701



Solicitation Number 5740 Z1

Section V. Project Description & Scope of Work

C. Bidder Requirements-Supporting Documents

OAS-36D
03/2014



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

OFFICE OF AVIATION SERVICES

AIRCRAFT DATA CARD EXPIRES:			04/30/2018	
OAS-68 CONTROL NO.:		DF170612B		
CONTRACT #	ITEM #	TYPE	Expire	Base
D17PC00269		OC SEAT	04/30/2018	

OPERATOR **CO Fire Avlation, Inc.**
 ADDRESS **23101 Hwy 52**
Fort Morgan, CO 80701
 PHONE NO. **(970) 867-8414** FAX _____
 P.O.C: **Kyle Scott** PHONE: _____
 COMPANY EMAIL: **cofireavlation@gmail.com**

MAKE, MODEL AND SERIES **Air Tractor AT-802A**
 REGISTRATION NO. / TANKER NO. **N 805NZ**
 MFG. SERIAL NO. **802A-0697**
 HOBBS / TACH READING **5.4 /**
 TYPE AIRWORTHINESS CERTIFICATE: **Restricted**
 OAS CONTACT: PH: _____ FAX _____

CONTRACT CAPACITY: **800** HOT REFUELING (INITIAL): YES NO **TANKER #**
 GATE/DOOR SYSTEM TYPE: **HYDRAMAX**
 GATE / DOOR SYSTEM TYPE: **INLINE: DF TRANSVERSE: (INITIAL ALL BLOCKS)** **863**

Inspected By: /S/ Dale Fowler Print Name: **Fowler** Region/Area: **OAS - ERO** Date: **06/12/2017**
 Approved By: /S/ Dale Fowler Print Name: **Fowler** Region/Area: **OAS - ERO** Date: **06/12/2017**

Aircraft Schedule, Inspection & Time Life Status
N805NZ
Model AT 802A s/n 697
updated 1/10/2018

Tach Time	150.3	
100 hr inspection	150.3	
Annual Due	Jan-19	
Transponder due	Apr-19	see FAR 91.207 D
ELT Insp due	Apr-18	
ELT Battery due	Apr-22	
Pilot Static Due	Apr-19	
Airframe TT	150.3 = tach	
Engine TT	150.3 = tach	
Engine TSMOH	150.3 = tach	O/H //
Prop TT	150.3 = tach	O/H //



Recurring Service Bulletins and AD's

Recurring Ad's	C/W	Recurs	Due	Status	
.05 -13- 12	Horizontal stab eyebolts	Jan-18	12 mo	Jan-18	OK
14-16-17	Spar cap life limit	0	11700	11700	OK
SL77	Rudder Cables	150.3	100	250.3	OK
SL 98	Horizontal Stab Brace	150.3	100	250.3	OK
SL 126	Oil Scavenge Tubes	150.3	100	250.3	OK
SL 129	Eye Bolt Torque	150.3	100	250.3	OK
SL129	Eye Bolt Replacement	0	5000	5000	OK
SL148	Header Tank Removal	0	2 Yrs	Mar-19	OK
SL 152	Seatbelt Replacement	0	5 Yrs		OK
SL 158	AC Quil shaft Lubrication		NA/ Wet Spline		
SI 167	P3 air filter maintenance	150.3	100	250.3	OK
SL 170	Drive pad overhaul	0	800	800	OK
SL 229,229A, 286	Fuel Filter	150.3	100	250.3	OK
SL 232	Aux fin inspection	18-Jan	Annual	Jan-18	OK
SL 246	Hartzel overhaul limits	0	3000/ 36 mos	3000/Mar-20	OK
SL249	Hose condition inspection	150.3	100	250.3	OK
SL257	Air Filter Condition	150.3	100	250.3	OK
SL260	Flap actuator coupling	0	400	400	OK
SL275	Wing leading edge rib	18-Jan	Annual	Jan-19	OK
SL284	Wing Spar life	11,700	11,700	11,700	OK
SL298	Engine mount inspection	18-Jan	Annual	Jan-19	OK
SL299	Corrosion inspection	18-Jan	6 mos	Jul-18	OK
SL 313	Aileron Torque Tube	150.3	100	250.3	OK
SL 317	Rudder control insp.	150.3	100	250.3	OK
SL 331	Upper Rudder hinge	0	300	300	OK
SL333	Grab Handle Bolt		5 years	Mar-22	OK
SL334	Gear Inspection	150.3	100	250.3	OK

Other:	IC/A	Replace	Replace	Inspection	Inspection
Fire Gate Inspection	Jun-17	Annual			Jun-18
Fuel Nozzles	0	300			300
Starter/Generator	0	1000			1000
MVP-50T 100 hr items	150.3	100			250.3
Prop overhaul 36 mo/3000hr	Mar-17	3000/ 36 mos			3000/Mar-20

Life Limited Aircraft Articles									
Date	Aircraft Model	Serial Number	Life Limit	Due	Serial Number				
10-Jan-2018	AT-802A	802A-0697							
Aircraft Registration	Aircraft Total Time	Aircraft - Flights	Aircraft - Starts	Aircraft - Starts					
N805NZ	150.3	204	104						
Nomenclature	Part Number	Serial Number	Life Limit	Due					
L/H Wing - Lower Spar Cap	2118-1	8220	11,700	11,700					
R/H Wing - Lower Spar Cap	2118-2	8246	11,700	11,700					
Wing Attach Block - Upper	21082-1	1081-9	11,700	11,700					
Wing Attach Block - Lower	21082-2	1081-9	11,700	11,700					
Attach	30511-1	1082-10	4,000	4,000					
Spar Assy. - Fin Rear	30505-1	1080-7	20,000	20,000					
L/H Spring - Main Gear	40091-3	5191P-65	3,000	3,000					
R/H Spring - Main Gear	40091-3	5191P-63	3,000	3,000					
Spring - Tail Gear	40092-8	5191J-15	3,000	3,000					
Electronics Module Assy.	508358-421	S/N: A30NOV16-102	DOM: A1116	7 years	3/1/2024				
Inflator Assy. L/H	510184-401	S/N: AS2688EYCUM	DOM: A0117	10 years	3/1/2027				
Inflator Assy. R/H	510226-401	S/N: AS332TEIDVK	DOM: A0117	10 years	3/1/2027				

Note: For Life Limits and replacement times, refer to the latest revision of the FAA approved Airworthiness Limitations Section of the Air Tractor Owner's Manual.

UPDATE COPY IN SEAT COCKPIT FLIGHT LOG WHEN MAKING CHANGES



N805NZ Air Tractor 802A/F Type III Air Tanker

Year of Manufacture – 2017

Serial Number – 0697

Engine- PT6A-67F with the 1600hp STC (10 lb's/HP)

Compro Smoke Generator

Hatfield Single Point Refueling System-OAS Carded for Hot Refueling

Storm Cutters Wire Strike Protection System

Retardant Hopper Capacity 830 gal.

Retardant Delivery System- Hydromax Gate & Controller

Cruise speed at 7,000' & 30°C - 147 knots/170 mph

Fuel Capacity – 380 gal usable / over 4 hrs at cruise power

Hobbs Flight Meter

AM SAFE Seatbelt/Airbag restraint system

Aspen MDF's with Synthetic Vision Capabilities



Radio GPS Package- 1 x Technisonic TDFM 136B

2 x Garmin VHF

1 x Garmin 796 AREA GPS with XM satellite

1x Garmin 345 ADS-B In & Out Traffic Alert System

Spidertracks Automatic Flight Following System

USDA INTERAGENCY USDI AIRPLANE PILOT QUALIFICATION CARD		VII. Make & Model	PIC SIC	VFR	IFR	Auto Pilot	Wheels	Amphib	Float	Skis
 		AT-802	PIC	X			X			
I. Pilot Name: Scott, Kyle J.		Approved		VIII. Authorized Missions			Date Expire	Inspector Info Only		
II. Company: CO Fire Aviation		ggg		SEAT Level I			4/18	USFS	DOI	MM
III. Expiration Date: 4/30/2018 <small>OAS-30A (10-16)</small>									X	AT-802
IV. CARD STATUS <input checked="" type="checkbox"/> Interagency <input type="checkbox"/> DOI Only <input type="checkbox"/> USFS Only <input type="checkbox"/> Initial <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Re-issue <input type="checkbox"/> Added Authorization										
V. Inspector Comments:										
VI. Issued By: Gene G Bannister OAS-WRO										
<small>(Print Name)</small>		<small>(Office)</small>								
<i>Gene G Bannister</i>		4/12/2017								
<small>(Signature)</small>		<small>(Issue Date)</small>								

Pilot Instructions - This authorization card can be stored electronically (i.e. on a phone or tablet). The device must be on your person and the card viewable when exercising the privileges of the authorization card. Or, it can be printed cut out folded twice and carried on your person in paper form.

UNITED STATES OF AMERICA XI
 DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

IV NAME
KYLE JOHN SCOTT

V ADDRESS - 23252 COUNTY ROAD 14
 WELDONA CO 80853-8341

VI NATIONALITY USA SEX HEIGHT WEIGHT HAIR EYES
 IVa D.O.B. 21 APR 1972 M 70 175 BROWN BLUE

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

COMMERCIAL PILOT

III CERTIFICATE NUMBER 488866853
 X DATE OF ISSUE 23 NOV 2011




KYLE JOHN SCOTT XII RATINGS 488866853

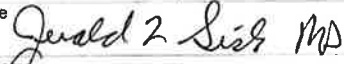
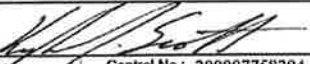
COMMERCIAL PILOT
 AIRPLANE SINGLE & MULTIENGINE LAND; INSTRUMENT AIRPLANE;
 ROTORCRAFT-HELICOPTER

XIII LIMITATIONS

ENGLISH PROFICIENT

VE SIGNATURE OF HOLDER



UNITED STATES OF AMERICA Department of Transportation Federal Aviation Administration					
MEDICAL CERTIFICATE SECOND CLASS					
This certifies that (Full name and address): KYLE John SCOTT 23252 CR 14 Weldona CO 80653 USA					
Date of Birth	Height	Weight	Hair	Eyes	Sex
04/21/1972	70	192	BROWN	BLUE	M
has met the medical standards prescribed in part 67, Federal Aviation Regulations, for this class of Medical Certificate.					
Limitations	Must wear corrective lenses. Not valid for flights requiring color signal control during daylight hours. Not valid for any class after 4/30/2018.				
Date of Examination 04/27/2017			Examiner's Designation No. 000014771		
Examiner	Signature 				
	Typed Name JERALD L. SISK, MD				
AIRMAN'S SIGNATURE 					
Applicant ID: 1996555163			Control No.: 200007758294		

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(Cut on da)

CO FIRE AVIATION, INC.

AND

SALVO, L.L.C.

HEREBY ACKNOWLEDGES

_____ *Mr. Kyle Scott* _____

HAS SUCCESSFULLY COMPLETED THE

Annual Refresher

Single Engine Air Tanker Pilot Practical Training

Granted this day: January 17, 2018



Lead Instructor. (142)

UNITED STATES OF AMERICA XI

DEPARTMENT OF TRANSPORTATION • FEDERAL AVIATION ADMINISTRATION

W/NAME CHRISTOPHER BURNS IDDOYLE

V ADDRESS 23101 HIGHWAY 52
FORT MORGAN CO 80701-9401

V/NATIONALITY NEW ZEALAND

SEX HEIGHT WEIGHT HAIR EYES
M 74 200 BROWN BLUE

V/A D.O.B. 3 FEB 1978
IX HAS BEEN FOUND TO BE PROPERLY QUALIFIED TO EXERCISE THE PRIVILEGES OF

II FLIGHT INSTRUCTOR 3438304CFI

III CERTIFICATE NUMBER 21 JUL 2017

X DATE OF ISSUE

NO. [Signature]

VI ADMINISTRATOR




CHRISTOPHER BURNS IDDOYLE

IIII RATINGS

3438304CFI

XI LIMITATIONS
LIMITATIONS NO. 3438304-EXPIRES

FLIGHT INSTRUCTOR
MULTI-ENGINE SINGLE ENGINE

VALID SINCE WHEN ACCOMPANIED BY PILOT
31 JUL 2017

W SIGNATURE OF HOLDER





UNITED STATES OF AMERICA Department of Transportation Federal Aviation Administration MEDICAL CERTIFICATE SECOND CLASS					
This certifies that <i>(Full name and address)</i> : CHRISTOPHER burns DOYLE 23101 hwy 52 fort morgan CO 80701 USA					
Date of Birth	Height	Weight	Hair	Eyes	Sex
02/03/1976	76	213	BROWN	BLUE	M
has met the medical standards prescribed in part 67, Federal Aviation Regulations, for this class of Medical Certificate.					
Limitations	None				
Date of Examination			Examiner's Designation No.		
06/21/2017			000014771		
Examiner	Signature <i>Jerald Z Sisk MD</i>				
	Typed Name JERALD SISK, MD				
AIRMAN'S SIGNATURE <i>[Signature]</i>					
Applicant ID: 2001047855			Control No.: 200007821995		

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CONDITIONS OF ISSUE

The holder of this certificate must:

- Have it in his or her personal possession at all times while exercising privileges of an airman certificate. (14CFR § 61.3)
- Understand that the issuance of a medical certificate by an Aviation Medical Examiner may be reversed by the FAA within 60 days. (14CFR § 67.407)
- Comply with validity standards specified for first-, second-, and third-class medical certificates. (14CFR § 61.23)
- Comply with any statement of functional, operational, and/or time limitation issued as a condition of certification. (14CFR § 67.401)
- Comply with the standards relating to prohibitions on operation during medical deficiency. (14CFR §§ 61.53, 63.19, and 65.49)

For International Operations Only: Some holders may be affected by certain international medical standards. Consult the U.S. Aeronautical Information Publication for U.S. differences with ICAO Annex 1 medical standards.



AEROSPACE MEDICAL CERTIFICATION DIVISION, AAM - 300
FAA Civil Aerospace Medical Institute
Mike Monroney Aeronautical Center
P.O Box 26080
Oklahoma City, OK 73125-9914

CHRISTOPHER burns DOYLE
 23101 hwy 52
 fort morgan CO 80701 USA

Dear Airman:

Above is your new medical certificate. It supersedes any previous one you may have been issued.

To validate this certificate, it is necessary that you sign it in the space provided (Airman's Signature).

This certificate must be in your possession at all times while exercising your pilot privileges.

CO FIRE AVIATION, INC.
AND
SALVO, L.L.C.
HEREBY ACKNOWLEDGES

_____ *Mr. Chris Doyle*_____

HAS SUCCESSFULLY COMPLETED THE

Annual Refresher

Single Engine Air Tanker Pilot Practical Training

Granted this day: January 17, 2018


Lead Instructor. 

UNITED STATES OF AMERICA
Department of Transportation
 Federal Aviation Administration

MEDICAL CERTIFICATE FIRST CLASS

This certifies that (Full name and address):
 JOEL Wayne HAMPTON
 239 Lodges Corner Rd
 Stuttgart AR 72160 USA

Date of Birth	Height	Weight	Hair	Eyes	Sex
05/29/1969	67	191	BROWN	BROWN	M



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

Limitations
 None

Date of Examination 04/18/2017	Examiner's Designation No. 000019886
Signature <i>J. Gustavus</i>	
Typed Name JOHN L GUSTAVUS, MD	
AIRMAN'S SIGNATURE <i>[Signature]</i>	
Applicant ID: 1999477772	Control No.: 200007745462

FAA Form 8500-9 (3-12) Supersedes Previous Edition NSN: 0052-00-670-7002

USDA INTERAGENCY USDI
 AIRPLANE PILOT
 QUALIFICATION CARD

I. Pilot Name: Hampton, Joel W.

II. Company: CO Fire Aviation

III. Expiration Date: 4/30/2018
OAS-30A (10-16)

IV. CARD STATUS
 Interagency DOI Only USFS Only
 Initial Renewal Re-issue Added Authorization

V. Inspector Comments:

VI. Issued By: Gene G Bannister OAS-WRO
(Print Name) (Office)
Gene G Bannister 4/12/2017
(Signature) (Issue Date)

CO FIRE AVIATION, INC.
AND
SALVO, L.L.C.
HEREBY ACKNOWLEDGES

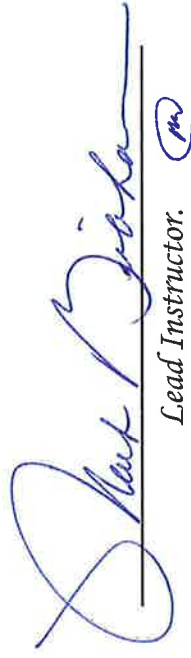

_____ *Mr. Joel Hampton*_____



HAS SUCCESSFULLY COMPLETED THE

Annual Refresher

Single Engine Air Tanker Pilot Practical Training

Granted this day: January 17, 2018


Lead Instructor. 

USDA INTERAGENCY USDI AIRPLANE PILOT QUALIFICATION CARD		VII, Make & Model	PIC SIC	VFR	IFR	Auto Pilot	Wheels	Amphib	Float	Skis
 		AT-802	PIC	X			X			
I. Pilot Name: Myers, Russell S.		Approved		VIII, Authorized Missions			Date Expire	Inspector Info Only		
II. Company: CO Fire Avn.		GGB		SEAT Level I			4/18	USFS	DOI	MM
III. Expiration Date: 4/30/2018 <small>OAS-30A (10-16)</small>									X	AT-802
IV. CARD STATUS <input checked="" type="checkbox"/> Interagency <input type="checkbox"/> DOI Only <input type="checkbox"/> USFS Only <input type="checkbox"/> Initial <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Re-issue <input type="checkbox"/> Added Authorization										
V. Inspector Comments:										
VI. Issued By: Gene G Bannister OAS-WRO										
<small>(Print Name)</small>		<small>(Office)</small>								
<i>Gene G Bannister</i>		4/12/2017								
<small>(Signature)</small>		<small>(Issue Date)</small>								

Pilot Instructions - This authorization card can be stored electronically (i.e. on a phone or tablet). The device must be on your person and the card viewable when exercising the privileges of the authorization card. Or, it can be printed cut out folded twice and carried on your person in paper form.



UNITED STATES OF AMERICA Department of Transportation Federal Aviation Administration					
MEDICAL CERTIFICATE SECOND CLASS					
This certifies that (Full name and address): RUSSELL Stuart MYERS 20317 South Parker road Spokane WA 99031 USA					
Date of Birth	Height	Weight	Hair	Eyes	Sex
07/04/1960	70	210	BLOND	GREEN	M
has met the medical standards prescribed in part 67, Federal Aviation Regulations, for this class of Medical Certificate.					
Limitations	Must wear corrective lenses.				
Date of Examination 04/05/2017			Examiner's Designation No. 000014771		
Examiner	Signature <i>Jerald L. Sisk MD</i>				
	Typed Name JERALD L. SISK MD				
AIRMAN'S SIGNATURE <i>Russell Stuart Myers</i>					
Applicant ID: 2001867103			Control No.: 200007730018		

PHOTO HERE

CONDITIONS OF ISSUE

The holder of this certificate must:

- Have it in his or her personal possession at all times while exercising privileges of an airman certificate. (14CFR § 61.3)
- Understand that the issuance of a medical certificate by an Aviation Medical Examiner may be reversed by the FAA within 60 days. (14CFR § 67.407)
- Comply with validity standards specified for first-, second-, and third-class medical certificates. (14CFR § 61.23)
- Comply with any statement of functional, operational, and/or time limitation issued as a condition of certification. (14CFR § 67.401)
- Comply with the standards relating to prohibitions on operation during medical deficiency. (14CFR §§ 61.53, 63.19, and 65.49)

For International Operations Only: Some holders may be affected by certain international medical standards. Consult the U.S. Aeronautical Information Publication for U.S. differences with ICAO Annex 1 medical standards.

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AEROSPACE MEDICAL CERTIFICATION DIVISION, AAM - 300
FAA Civil Aerospace Medical Institute
Mike Monroney Aeronautical Center
P.O Box 26080
Oklahoma City, OK 73125-9914

RUSSELL Stuart MYERS
 20317 South Parker road
 Spokane WA 99031 USA

Dear Airman:

Above is your new medical certificate. It supersedes any previous one you may have been issued.

To validate this certificate, it is necessary that you sign it in the space provided (Airman's Signature).

This certificate must be in your possession at all times while exercising your pilot privileges.

CO FIRE AVIATION, INC.
AND
SALVO, L.L.C.
HEREBY ACKNOWLEDGES

_____ *Mr. Russell Myers* _____

HAS SUCCESSFULLY COMPLETED THE

Annual Refresher

Single Engine Air Tanker Pilot Practical Training

Granted this day: January 17, 2018


Lead Instructor. 

OAS-68, V 1.6
6/30/2013

**UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF AVIATION SERVICES
INSPECTION REPORT**

**OAS-68 CONTROL NO.
PK18011601A**

**VEHICLE APPROVAL EXPIRES:
04/30/2019**

OPERATOR	CoFire Aviation	CONTRACT #	ITEM #	TYPE	EXPIRES	BASE
ADDRESS	23101 Hwy 52 Ft Morgan CO	D17PC00269		OC Seat		Ft Morgan CO
PHONE NO.	970-867-8414	FAX NO				
P. O. C.	Kyle Scott	PHONE	970-867-8414			
COMPANY EMAIL:	cofireaviation@gmail.com					

COR: FCR / WRO ADDRESS: BOISE, IDAHO

The following personnel and/or aircraft/equipment has been inspected for compliance with the specifications of the referenced contract(s):

PERSONNEL (Approved Duty)

AIRCRAFT/EQUIPMENT

PERSONNEL (Approved Duty)	AIRCRAFT/EQUIPMENT
	Trailer 2000 gal Lic:HOC-965 CO
	gal Lic:
	gal Lic:
	gal Lic:
	gal Lic:
	gal Lic:

The above listed personnel and/or aircraft/equipment **ARE** PK approved.

REMARKS/DEFICIENCIES

Truck unit #102 coupled to trailer unit #202

There are _____ continuation sheets attached.

SPECIAL USE:

"N" Number	Describe	New A/C	Existing A/C

INSPECTION AND APPROVAL RECORD

Pilot Approval /S/ _____	Date/Time _____ / _____
Aircraft/Equipment Approval /S/ <u>Patrick Kearney</u>	Date/Time <u>01/16/2018</u> / _____
Avionics Approval /S/ _____	Date/Time _____ / _____

Reinspection Schedule: _____
Date/Time _____ Location _____ Inspector _____

Cost of reinspection will be charged in accordance with the contract specifications and at the discretion of the CO.

I acknowledge receipt of this report. _____
Signature of Contractor's Representative _____ Date _____

OAS-39D V 1.6

11/7/2013



SSV

SEAT SUPPORT VEHICLE

OFFICE OF AVIATION SERVICES

SERVICE VEHICLE EXPIRES:

4/30/2019

OAS-68 CONTROL NO:

PK18011601A

CONTRACT #

ITEM #

TYPE

Expire

Base

D17PC00269

OC Seat

Ft Morgan CO

OPERATOR: CoFire Aviation

ADDRESS 23101 Hwy 52

Ft Morgan CO

PHONE NO. 970-867-8414

FAX

P.O.C: Kyle Scott

TYPE VEHICLE

Trailer

LICENSE #

HOC-965 / HOC-965

STATE: **CO**

FUEL CAPACITY

1000

WATER CAPACITY

2000

UNIT(s)#

202 / 202

OAS CONTACT PH:

208-870-4882

FAX:

Inspected By: /SI/

Patrick Kearney

Print Name:

Patrick Kearney

Region/Area

AKRO

Date:

01/16/2018

Approved By: /SI/

Patrick Kearney

Print Name:

Patrick Kearney

Region/Area

AKRO

Date:

01/16/2018

ANNUAL VEHICLE INSPECTION REPORT

VEHICLE HISTORY RECORD	
REPORT NUMBER	FLEET UNIT NUMBER
	102
DATE 1-20-2018	

MOTOR CARRIER OPERATOR CO FIRE AVIATION	INSPECTOR'S NAME (PRINT OR TYPE) ROBYERS - RST
ADDRESS 23101 Hwy 52	THIS INSPECTOR MEETS THE QUALIFICATION REQUIREMENTS IN SECTION 396.19. <input checked="" type="checkbox"/> YES
CITY, STATE, ZIP CODE FORT MORGAN CO 80701	VEHICLE IDENTIFICATION (✓ AND COMPLETE) <input type="checkbox"/> LIC. PLATE NO. <input checked="" type="checkbox"/> VIN <input type="checkbox"/> OTHER 1ST42V CY 7H F15 4286
VEHICLE TYPE <input type="checkbox"/> TRACTOR <input type="checkbox"/> TRAILER <input checked="" type="checkbox"/> TRUCK <input type="checkbox"/> BUS <input type="checkbox"/> (OTHER)	INSPECTION AGENCY/LOCATION (OPTIONAL) FRCS

VEHICLE COMPONENTS INSPECTED

OK	NEEDS REPAIR	REPAIRED DATE	ITEM	OK	NEEDS REPAIR	REPAIRED DATE	ITEM	OK	NEEDS REPAIR	REPAIRED DATE	ITEM
1. BRAKE SYSTEM											
✓			a. Service Brakes								
✓			b. Parking Brake System								
✓			c. Brake Drums or Rotors								
	NA		d. Brake Hose								
✓			e. Brake Tubing								
	NA		f. Low Pressure Warning Device								
	NA		g. Tractor Protection Valve								
	NA		h. Air Compressor								
✓			i. Electric Brakes - BREAK MOD								
✓			j. Hydraulic Brakes								
	NA		k. Vacuum Systems								
✓			l. Antilock Brake System								
	NA		m. Automatic Brake Adjusters								
2. COUPLING DEVICES											
✓			a. Fifth Wheels GOOSE								
	NA		b. Pintle Hooks BAL								
	NA		c. Drawbar/Towbar Eye								
	NA		d. Drawbar/Towbar Tongue								
	NA		e. Safety Devices CONNECT								
	NA		f. Saddle-Mounts								
3. EXHAUST SYSTEM											
✓			a. Exhaust system leaking forward of or directly below the driver/sleeper compartment.								
	NA		b. Bus exhaust system leaking or discharging in violation of standard.								
✓			c. Exhaust system likely to burn, char, or damage the electrical wiring, fuel supply, or any combustible part of the motor vehicle.								
4. FUEL SYSTEM											
	NA		a. Visible leak.								
	NA		b. Fuel tank filler cap missing.								
	NA		c. Fuel tank securely attached.								
5. LIGHTING DEVICES											
✓			All lighting devices and reflectors required by Part 393 shall be operable.								
6. SAFE LOADING											
			a. Part(s) of vehicle or condition of loading such that the spare tire or any part of the load or dunnage can fall onto the roadway.								
			b. Protection against shifting cargo.								
			c. Container securement devices on intermodal equipment.								
7. STEERING MECHANISM											
			a. Steering Wheel Free Play								
			b. Steering Column								
			c. Front Axle Beam and All Steering Components Other Than Steering Column								
			d. Steering Gear Box								
			e. Pitman Arm								
			f. Power Steering								
			g. Ball and Socket Joints								
			h. Tie Rods and Drag Links								
			i. Nuts								
			j. Steering System								
8. SUSPENSION											
			a. Any U-bolt(s), spring hanger(s), or other axle positioning part(s) cracked, broken, loose or missing resulting in shifting of an axle from its normal position.								
			b. Spring Assembly								
			c. Torque, Radius or Tracking Components								
9. FRAME											
			a. Frame Members								
			b. Tire and Wheel Clearance								
			c. Adjustable Axle Assemblies (Sliding Subframes)								
10. TIRES											
			a. Tires on any steering axle of a power unit.								
			b. All other tires.								
			c. Installation of speed-restricted tires unless specifically designated by motor carrier.								
11. WHEELS AND RIMS											
			a. Lock or Side Ring								
			b. Wheels and Rims								
			c. Fasteners								
			d. Welds								
12. WINDSHIELD GLAZING											
			Requirements and exceptions as stated pertaining to any crack, discoloration or vision reducing matter (reference 393.60 for exceptions).								
13. WINDSHIELD WIPERS											
			Any power unit that has an inoperative wiper, or missing or damaged parts that render it ineffective.								
14. MOTORCOACH SEATS											
			Any passenger seat that is not securely fastened to the vehicle structure.								
15. OTHER											
			List any other condition(s) which may prevent safe operation of this vehicle.								

INSTRUCTIONS: MARK COLUMN ENTRIES TO VERIFY INSPECTION: ✓ OK, X NEEDS REPAIR, NA IF ITEMS DO NOT APPLY. _____ REPAIRED DATE

CERTIFICATION: THIS VEHICLE HAS PASSED ALL THE INSPECTION ITEMS FOR THE ANNUAL VEHICLE INSPECTION IN ACCORDANCE WITH 49 CFR PART 396.

ANNUAL VEHICLE INSPECTION REPORT

VEHICLE HISTORY RECORD	
REPORT NUMBER	FLEET UNIT NUMBER
	202
DATE	
1-20-2018	

MOTOR CARRIER OPERATOR CO FIRE AVIATION	INSPECTOR'S NAME (PRINT OR TYPE) R. BIEBS - FSB
ADDRESS 23101 Hwy 50	THIS INSPECTOR MEETS THE QUALIFICATION REQUIREMENTS IN SECTION 396.10. <input type="checkbox"/> YES
CITY, STATE, ZIP CODE FORT MORGAN CO 80401	VEHICLE IDENTIFICATION (✓ AND COMPLETE) <input type="checkbox"/> LIC. PLATE NO. <input type="checkbox"/> VIN <input type="checkbox"/> OTHER
VEHICLE TYPE <input type="checkbox"/> TRACTOR <input checked="" type="checkbox"/> TRAILER <input type="checkbox"/> TRUCK <input type="checkbox"/> BUS <input type="checkbox"/> (OTHER)	INSPECTION AGENCY/LOCATION (OPTIONAL) 2912

VEHICLE COMPONENTS INSPECTED

1. BRAKE SYSTEM		6. SAFE LOADING		10. TIRES									
OK	NEEDS REPAIR	REPAIRED DATE	ITEM	OK	NEEDS REPAIR	REPAIRED DATE	ITEM						
✓			a. Service Brakes	✓			a. Part(s) of vehicle or condition of loading such that the spare tire or any part of the load or dunnage can fall onto the roadway.	N/A			a. Tires on any steering axle of a power unit.		
✓			b. Parking Brake System	✓			b. Protection against shifting cargo.	N/A			b. All other tires.		
N/A			c. Brake Drums or Rotors	✓			c. Container securement devices on intermodal equipment.	N/A			c. Installation of speed-restricted tires unless specifically designated by motor carrier.		
N/A			d. Brake Hose	N/A			7. STEERING MECHANISM		N/A			11. WHEELS AND RIMS	
N/A			e. Brake Tubing	N/A			a. Steering Wheel Free Play	N/A				a. Lock or Side Ring	
N/A			f. Low Pressure Warning Device	N/A			b. Steering Column	N/A				b. Wheels and Rims	
N/A			g. Tractor Protection Valve	N/A			c. Front Axle Beam and All Steering Components Other Than Steering Column	N/A				c. Fasteners	
N/A			h. Air Compressor	N/A			d. Steering Gear Box	N/A				d. Welds	
N/A			i. Electric Brakes	N/A			e. Pitman Arm	N/A				12. WINDSHIELD GLAZING	
N/A			j. Hydraulic Brakes	N/A			f. Power Steering	N/A				13. WINDSHIELD WIPERS	
N/A			k. Vacuum Systems	N/A			g. Ball and Socket Joints	N/A				14. MOTORCOACH SEATS	
N/A			l. Antilock Brake System	N/A			h. Tie Rods and Drag Links	N/A				15. OTHER	
N/A			m. Automatic Brake Adjusters	N/A			i. Nuts	N/A				15. OTHER	
2. COUPLING DEVICES			a. Fifth Wheels GOOSE				j. Steering System	N/A				15. OTHER	
N/A			b. Pintle Hooks				8. SUSPENSION					15. OTHER	
N/A			c. Drawbar/Towbar Eye				a. Any U-bolt(s), spring hanger(s), or other axle positioning part(s) cracked, broken, loose or missing resulting in shifting of an axle from its normal position.					15. OTHER	
N/A			d. Drawbar/Towbar Tongue				b. Spring Assembly					15. OTHER	
N/A			e. Safety Devices				c. Torque, Radius or Tracking Components					15. OTHER	
N/A			f. Saddle-Mounts				9. FRAME					15. OTHER	
3. EXHAUST SYSTEM			a. Exhaust system leaking forward of or directly below the driver/sleeper compartment.				a. Frame Members					15. OTHER	
N/A			b. Bus exhaust system leaking or discharging in violation of standard.				b. Tire and Wheel Clearance					15. OTHER	
N/A			c. Exhaust system likely to burn, char, or damage the electrical wiring, fuel supply, or any combustible part of the motor vehicle.				c. Adjustable Axle Assemblies (Sliding Subframes)					15. OTHER	
4. FUEL SYSTEM			a. Visible leak.									15. OTHER	
N/A			b. Fuel tank filler cap missing.									15. OTHER	
N/A			c. Fuel tank securely attached.									15. OTHER	
5. LIGHTING DEVICES			All lighting devices and reflectors required by Part 393 shall be operable.									15. OTHER	

INSTRUCTIONS: MARK COLUMN ENTRIES TO VERIFY INSPECTION: ✓ OK, X NEEDS REPAIR, NA IF ITEMS DO NOT APPLY, _____ REPAIRED DATE

CERTIFICATION: THIS VEHICLE HAS PASSED ALL THE INSPECTION ITEMS FOR THE ANNUAL VEHICLE INSPECTION IN ACCORDANCE WITH 49 CFR PART 396.



National Indemnity group of insurance companies
 1314 Douglas Street, Suite 1400
 Omaha, NE 68102-1944

NO FLAT CANCELLATIONS

Commercial Auto Insurance Binder

CO FIRE AVIATION, INC.
 23101 HIGHWAY 52
 FORT MORGAN, CO 80701

Policy Term: 04/20/2017 10:02 AM to 04/20/2018 12:01 AM
 Policy Number: 70APS072299
 Minimum Earned Premium: \$0
 Business Description: AVIATION SUPPORT (FUEL/WATER)

Total Policy Premium: \$11,185.00
 Policy Fee: \$75.00
 Colorado Anti-Theft Assessment: \$2.00
 Total Policy Premium with Assessments: \$11,262.00

Issued by: Burns & Wilcox Ltd. (Centennial, CO)

THIS BINDER IS A TEMPORARY CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE BOTTOM OF THIS FORM.

Thank you for your recent order for coverage. We are pleased to bind coverage (FOR 30 DAYS) effective 04/20/2017 10:02 AM with National Indemnity Company.

Coverage Information

Coverage	Limit
Liability (BI & PD) Liability applies to scheduled autos only.	\$1,000,000 Combined Single Limit
Uninsured Motorist (BI)	\$1,000,000 Combined Single Limit (BI Only)
Medical Payments	\$5,000
Limited Pollution Buyback Petroleum Products	See policy for limit
Physical Damage	See Vehicle Information. Only covered if a value and deductibles are listed.
Cargo	See Vehicle Information. Only covered if a value and deductible are listed.

Vehicle Information

1. 2017 GMC 3500 Physical Damage Stated Value: \$50,000 Cargo Limit: \$25,000 Loss Payee: ALLY FINANCIAL	VIN: 1GT42VCY0HF155490 Comprehensive / Collision Deductibles: \$1,000 / \$1,000 Cargo Deductible: \$1,000
2. 2015 TEMCO TRAILER Physical Damage Stated Value: \$40,000 Loss Payee: FMS BANK	VIN: 1T9G88323FM737112 Comprehensive / Collision Deductibles: \$1,000 / \$1,000
3. 2017 GMC 3500 Physical Damage Stated Value: \$50,000 Cargo Limit: \$25,000 Loss Payee: ALLY FINANCIAL BANK	VIN: 1GT42VCY7HF154286 Comprehensive / Collision Deductibles: \$1,000 / \$1,000 Cargo Deductible: \$1,000

(Continued on next page)

Special Conditions:

This binder may be cancelled by the Company by notice to the insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

4. 2017 TEMCO TRAILER

Physical Damage Stated Value: \$14,000

Loss Payee: FMS BANK

VIN: 1T9G88340HM737041

Comprehensive / Collision Deductibles: \$1,000 / \$1,000

5. 2016 TOPHAT TRAILER

Physical Damage Stated Value: \$14,000

Loss Payee: FMS BANK

VIN: 4R7G03423GT155858

Comprehensive / Collision Deductibles: \$1,000 / \$1,000

Special Conditions:

This binder may be cancelled by the Company by notice to the insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

CO Fire Aviation
23101 Highway 52
Fort Morgan, CO 80701



Solicitation Number 5740 Z1

Cost Proposal

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

5740 Z1 COST PROPOSAL

Bidder Name: CO FIRE AVIATION, 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.
 - k) Any other items pertinent to the establishing of the net sum earned by the Contractor (per Diem, etc.)
 - ii. 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	2017	AIRTRACTOR	AT-802
Fuel Service/Support Truck Type	Year	Make	Model
FSV	2017	GMC	3500

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.	FLIGHT HOUR	\$ 3,500.00	\$ 3,535.00	\$ 3,570.00	\$ 3,606.00	\$ 3,642.00
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	\$ 3,500.00	\$ 3,535.00	\$ 3,570.00	\$ 3,606.00	\$ 3,642.00
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	\$ 2.45	\$ 2.50	\$ 2.55	\$ 2.60	\$ 2.65
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	\$ 2,500.00	\$ 2,525.00	\$ 2,550.00	\$ 2,575.00	\$ 2,600.00
EXTENDED PILOT STANDBY	Additional Pilot standby hours after an initial eight (8) hour day.	PER HOUR	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
EXTENDED DRIVER STANDBY	Additional Driver standby hours after an initial eight (8) hour day.	PER HOUR	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
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	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
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	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
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			\$	\$	\$	\$	\$