

SECTION 1: GENERAL REQUIREMENTS

1.0 INTRODUCTION

The STATE OF MONTANA, The Department of Natural Resources and Conservation (DNRC) (hereinafter referred to as "the State") is soliciting bids for Call-When-Needed (CWN) **Large Air Tanker Service Agreement**. A Call When Needed Large Air Tanker is to be provided for the State of Montana in support of severity and fire suppression. A more complete description of the supplies and/or services sought is provided in Section 4 of this IFB. Bids submitted in response to this solicitation must comply with the instructions and procedures contained herein.

1.1 AGREEMENT TERM

The agreement term is for (1) one year beginning May 31, 2016 and ending June 1, 2017 unless superseded or terminated earlier in accordance with the terms of this contract. (*Section 18-4-313, MCA*).

The contract period shall be for one (1) year beginning upon award with an option to renew for two (2) successive one (1) year terms if mutually agreed to by the Contractor and the State.

Prices for the first annual period of the contract will be firm and unchanging. Prices for the remaining years of the contract will be subject to the U.S. Department of Labor consumer Price Index (CPI) for the month of March in each succeeding year of the contract. This adjustment will apply to the flight rate and daily availability only and will be rounded to the nearest whole dollar.

1.2 START WORK

The Vendor shall provide availability status (phone call or vendor self-status if available at the dispatch center) to the designated dispatch office within 5 days after award of the agreement.

1.3 INSTRUCTIONS TO BIDDERS

1.3.1 Procurement Officer Contact Information. Contact information for the procurement officer is as follows:

Procurement Officer: John Monzie
Fire & Aviation Management Bureau
Address: 2705 Spurgin Road
Missoula MT 59804
Telephone Number: 406-542-4350
Fax Number: 406-542-4242
E-mail Address: DNRCFireContracting@mt.gov

1.3.2 Examination of Solicitation Documents and Explanation to Bidders. Bidders are responsible for examining the solicitation documents and any addenda issued to become informed as to all conditions that might in any way affect the cost or performance of any work. Failure to do so will be at the sole risk of the bidder. Should the bidder find discrepancies in or omissions from the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the solicitation documents, the bidder shall promptly notify the procurement officer in writing. The bidder making such request will be solely responsible for its timely receipt by the procurement officer. Replies to such notices may be made in the form of an addendum to the solicitation.

1.3.3 Interpretation or Representations. The State of Montana assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated into a formal written addendum to the solicitation.

1.3.4 Acknowledgment of Addendum. If the IFB is amended, then all terms and conditions which are not modified remain unchanged. It is the bidder's responsibility to keep informed of any changes to the solicitation. **Bidders must sign and return with their bid an Acknowledgment of Addendum for any addendum issued.** Bids that fail to include an Acknowledgment of Addendum may be considered nonresponsive. Addendum will be posted on the State's website with the IFB at

<https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfMontana>. Any other form of interpretation, correction, or change to this IFB will not be binding upon the State.

Bidders shall sign and return with their IFB response an Acknowledgment of Addendum for any addendum issued.

1.3.5 Extension of Prices. In the case of error in the extension of prices in the bid, the unit price will govern. In a lot bid, the lot price will govern.

1.3.6 Bid Preparation Costs. The costs for developing and delivering responses to this IFB are entirely the responsibility of the bidder. The State is not liable for any expense incurred by the bidder in the preparation and presentation of their bid or any other costs incurred by the bidder prior to execution of a purchase order or agreement.

1.3.7 IFB Attachments.

ATTACHMENTS

- A. Aviation Price Agreement Submittal
- B. Sample Aviation Price Agreement
- C. State of Montana Standard Terms and Conditions
- D. Harassment Free Workplace Policy
- E. Debarment and Suspension Form
- F. Drug and Alcohol
- G. Standard Vendor Performance Report
- H. Taxpayer Identification Request (W-9)
- I. Payment Procedures
- J. Understands and Will Comply Form

1.4 REQUIRED REVIEW

1.4.1 Review IFB. Bidders shall carefully review the entire IFB. Bidders shall promptly notify the procurement officer identified above via e-mail or in writing of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover. In this notice, the bidder shall include any terms or requirements within the IFB that preclude the bidder from responding or add unnecessary cost. Bidders shall provide an explanation with suggested modifications. The notice must be received by the deadline for receipt of inquiries set forth below. The State will determine any changes to the IFB.

1.4.2 Form of Questions. Bidders having questions or requiring clarification or interpretation of any section within this IFB must address these issues via e-mail or in writing to the procurement officer listed above on or before **May 9, 2016**, no later than **2:00 p.m., Mountain Time**. Clear reference to the section, page, and item in question must be included in the form. Questions received after the deadline may not be considered.

1.4.3 State's Response. The State will provide a written response no later than **May 16, 2016** to all questions received by **May 9, 2016**. The State's response will be by written addendum and will be posted on the State's website with the IFB at

<https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfMontana> by the close of business on the date listed. Any other form of interpretation, correction, or change to this IFB will not be binding upon the State. **Bidders shall sign and return with their IFB response an Acknowledgment of Addendum for any addendum issued.**

1.5 BID SUBMISSION

1.5.1 ALTERNATIVE BID SUBMISSION – Please read this information if you are unable to submit your bid through eMACS and intend to submit a bid outside of the eMACS system. (If your business is not registered with the eMACS system. The State strongly suggests that you register your business).

For registration assistance:

406-444-2575 General Assistance

emacs@mt.gov Email

vendorportal.mt.gov to register!

Vendor Registration and Data Management Handbooks

Failure to include complete contact information may result in bid disqualification. It is also requested that you contact the procurement officer prior to the bid closing date to notify them of your intention to manually submit a bid.

You must include a bid coversheet with the following information:

- ✓ Company Name and Address
 - Type of Entity (e.g. corporation, LLC, etc.)
 - Federal Tax ID#
- ✓ Contact Person's Name
 - Title
 - Authorized Bidder Signature
 - Phone Number
 - Fax Number
 - Email Address
- ✓ Solicitation #
- ✓ Solicitation Project Name

Bidders must submit one original bid (see ATTACHMENT A - Bid Form), proof of general liability (with the state listed as the certificate holder and as an additional insured) and worker's compensation insurance, VIN #'s for each piece of applicable equipment, Debarment and Suspension form (ATTACHMENT E) a Taxpayer Identification Request (W-9) (ATTACHMENT H, and Understandings and Will Comply (ATTACHMENT J).

1.5.2 Bids Must Be Sealed and Labeled. Bids must be sealed and labeled on the outside of the package to clearly indicate that they are in response to IFB. ***Bids must be received at the receptionist's desk of the MISSOULA Department of Natural Resources and Conservation MAIN BUILDING prior to 2:00 p.m. local time, June 2, 2016.*** All prices and notations must be printed in ink or typewritten. Errors should be crossed out, corrections entered, and initialed by the person signing the bid.

See page 19 for required paperwork that must be included with this IFB.

1.5.3 Late Bids. ***Regardless of cause, late bids will not be accepted and will automatically be disqualified from further consideration.*** It shall be the bidder's sole risk to assure delivery

at the receptionist's desk at the designated office by the designated time. Late bids will not be opened and may be returned to the bidder at the expense of the bidder or destroyed if requested.

1.5.4 Tax Identification Number (TIN) / Social Security Number (SSN). All Vendors must furnish a tax identification number in the space provided on the bid submittal and return the Taxpayer Identification Request (see *ATTACHMENT H – W-9*). All State agencies require a tax identification number in order to process payments.

1.6 CHANGE OR WITHDRAWAL OF BIDS

1.6.1 Change or Withdrawal PRIOR to Bid Opening. Should any bidder desire to change or withdraw a bid prior to the scheduled opening, the bidder may do so by making such request in writing to the procurement officer listed in Section 1.3.1 above. This communication must be received prior to the date and hour of the bid opening by a request in writing or facsimile to the procurement officer (e-mail notices containing prices are not allowed and will be disqualified).

1.6.2 Change AFTER Bid Opening But Prior to Bid Award. After bids are opened, they may not be changed except to correct patently obvious mistakes and minor variations as allowed by ARM 2.5.505. Bids will be evaluated for price reasonableness. You may be contacted for re-submittal for items deemed unreasonable. This will be determined by the State. The bidder shall submit verification of the correct bid to the State prior to the final award by the State.

1.7 BID AWARDS

1.7.1 Basis for Award. The State intends to award multiple agreements; however, awards will only be made to those bidders offering a reasonable price and resources that are technically acceptable. Reasonable price technically acceptable will be the basis for award. Proposed pricing for ALL line items will be evaluated for reasonableness. The end result of this IFB will be a statewide resource list of prequalified vendors by location and price for which they have agreed to furnish Large Air Tankers.

1.7.2 Rejection of Bids. While the State has every intention to award an agreement as a result of this IFB, issuance of the IFB in no way constitutes a commitment by the State of Montana to award and execute an agreement. Upon a determination such actions would be in its best interest, the State, in its sole discretion, reserves the right to:

- Eliminate any bids which seem excessive compared to the average of prices submitted in any given geographic area.
- Cancel or terminate this IFB (*18-4-307, MCA*)
- Waive any undesirable, inconsequential, or inconsistent provisions of this IFB which would not have significant impact on any bid (*ARM 2.5.505*); or
- If awarded, terminate any agreement if the State determines adequate state funds are not available (*18-4-313, MCA*).

1.8 CLAIMS

Claims settlement is agency specific and remains the responsibility of the incident agency.

1.8.1 State of Montana Claims. Claims arising under the jurisdiction of the State of Montana are negotiated by the responsible Line Officer or Agency Administrator. These individuals may delegate this authority to other DNRC employees or to the Incident Management Team. When possible, claims should be settled at the incident. For comprehensive information on handling claims against MT DNRC, see the *DNRC 300 Incident Business Management Manual* located at <http://www.dnrc.mt.gov/Forestry/Fire/Manuals/manuals.asp>, or contact the Business Management

1.9 VENDOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE

1.9.1 Vendor Liability for Personal Injury and/or Property Damage.

- a. The Vendor assumes responsibility for all damage or injury to persons or property occasioned through the use, maintenance, and operation of the Vendor's vehicles or other equipment by, or the action of, the Vendor or the Vendor's employees and agents.
- b. The Vendor, at the Vendor's expense, shall maintain adequate public liability and property damage insurance during the continuance of this agreement, insuring the Vendor against all claims for injury or damage.
- c. The Vendor shall maintain Workers' Compensation and other legally required insurance with respect to the Vendor's own employees and agents.
- d. The State shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by, or the action of, the Vendor or the Vendor's employees and agents in performing under this agreement, and the State shall be indemnified and saved harmless against claims for damage or injury in such cases.

1.10 LOSS, DAMAGE, OR DESTRUCTION

1.10.1 Loss, Damage, or Destruction.

- a. For equipment furnished under this agreement, the State shall not be liable for any loss, damage or destruction of such equipment, except for loss, damage or destruction resulting from the negligence, or wrongful act(s) of government employee(s) while acting within the scope of their employment. The Vendor is responsible for operating the equipment within its operating limits and is responsible for safety of the equipment.

SECTION 2: DISPATCH/DELIVERY REQUIREMENTS

2.0 DISPATCH/DELIVERY/OPERATIONAL REQUIREMENTS

All equipment awarded under this IFB shall be located and dispatched through a Northern Rockies Dispatch Center. The Vendor will be listed on an established statewide resource list. When Vendor's resources are listed as unavailable, the resources will not be eligible for dispatch under this agreement.

Since the needs of the State and availability of Vendor's resources during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the State, the Vendor shall furnish the resources listed herein to the extent the Vendor is willing and able at the time of order. The State is not obligated to place nor is the Vendor obligated to accept an order under the agreement, but if an order is placed and accepted, all the terms and conditions set forth shall be met. Due to the sporadic occurrence of Incident activity, the placement of any orders IS NOT GUARANTEED. The State reserves the right to establish a dispatch priority list should the need arise.

2.1 AVAILABILITY

The Vendor is responsible for maintaining their current status by informing their Host Dispatch Center of their availability. When Vendor resources are listed as unavailable, the resources will not be eligible for dispatch under this agreement.

2.2 RELIABILITY AND OPERATIONS

The Vendor shall provide dependable equipment that meets all applicable state and federal laws relating to motor vehicles and equipment. The State reserves the right to conduct inspections at any time. See Item 2.5 Inspections. It is the intent of this agreement that the Vendor operate within FAA civil authorities and not as a Public Use Aircraft. The Vendor shall remain the operator of the aircraft at all times.

(a) General

The Vendor shall operate in accordance with *14 Code of Federal Regulations (CFR), Part 91 (General Operating and Flight Rules)*, and each certification required by this contract unless otherwise authorized by the Procurement Officer.

(b) Pilot Authority and Responsibilities

- (1) The PIC is responsible for the safe operation of the aircraft and the safety of its occupants and payload. The Pilot has final authority to determine whether the flight can be accomplished safely and shall refuse any flight or landing which is considered unsafe.
- (2) Aircraft shall be operated within recommended flight envelope limitations. Aircraft operating in turbulent conditions shall not exceed authorized penetration speeds for the aircraft.

(c) Loading and Refueling

Aircraft shall not be refueled or left unattended with the engines running except when the circumstances below are met and procedures are approved by the State.

- (1) Contractors may propose procedures for hot loading of retardant into their aircraft with supporting information to include a risk based analysis for the State to consider. The Procurement Officer must approve this procedure prior to implementation.

2.3 CERTIFICATIONS AND APPROVALS

- (1) *Federal Aviation Administration (FAA) Type Certificate (TC)/Supplemental Type Certificate (STC)* as applicable that allows for the dropping of retardant on wildland fires (i.e. aerial dispersant of liquids);

Or

Original Equipment Manufacturer (OEM) or equivalent approval for the aircraft for aerial dispersant of liquids, and
- (2) A *Continued Airworthiness Program (CAP)* for the firefighting role. Contractors shall have a CAP for the firefighting role a minimum of 45-days prior to the start of the Mandatory Availability Period of their specific *Contract Line Item Number (CLIN)*.
- (3) Aircraft shall conform to an approved type design, and be maintained and operated in accordance with *Type Certificate (TC)* requirements and applicable *Supplemental Type Certificates (STCs)*. The aircraft shall be maintained in accordance with an FAA approved inspection program and must include an FAA approved *Supplemental Structural Inspection Document (SSID)*, *Structural Inspection Document (SID)*, or Instruction for *Continued Airworthiness (ICA)* for the airframe structure, as applicable with an ICA and *Airworthiness Limitations Section (ALS)* approved by the manufacturer (or equivalent) and the FAA for the air tanker role.
- (4) Contractors shall be certificated to meet *14 CFR, Part 137* (Agricultural Aircraft Operations). Any aircraft operated shall be listed by make, model, series, and registration number on the Operators Certificates.
- (5) Contractors shall hold a *14 CFR Part 145 Repair Station Certificate* with the appropriate ratings for the aircraft and equipment offered.
- (6) Aircraft shall be *14 CFR Instrument Flight Rules (IFR)* certified.

2.4 AIRCRAFT MAINTENANCE

- (1) Aircraft shall be maintained by the operator's *FAA Part 145 Certified Repair Station (CRS)* and in accordance with all applicable requirements of *14 CFR*. Manufacturer's *Service Bulletins (SBs)* or military *Time Compliance Technical Order (TCTO)* that are a safety of flight item or identified by an *Airworthiness Directive (AD)* note shall be complied with during the period of the contract performance.
- (2) Maintenance of the aircraft shall be recorded in accordance with *14 CFR Part 43, Part 91, and Part 145*.
- (3) A State official will be notified upon maintenance completion and log book entry that aircraft is ready to return to service.

2.5 ORDERING/DISPATCH PROCEDURE

Following award, Bureau of Fire and Aviation Management will have an established statewide resource list. The State intends to dispatch vendor resources based on this statewide resource list. This state resource list will identify location and price. State personnel may use this state list if and when an incident develops. Although price will be a major consideration, due to the exigency nature of fire suppression, severity and all risk activities, factors other than price (such as location, ability to meet timeframes, etc.) may be considered prior to placing an order.

Orders will primarily come through Dispatch, although other government personnel are authorized to place orders.

The State will generally consult the statewide resource list and choose the vendor closest to the incident, taking vendor equitability and mobilization costs into consideration. The ordering official will inform that vendor of the location, quantity required and date and time needed. The order will be placed with that vendor until that vendor cannot fill the order or meet the date and time needed. If that vendor is unable to meet the requirements, the next closest vendor may be contacted, etc. The next time the service is required, the same process will be followed, taking in to account location and ensuring equitability among the vendors.

NOTE: The State of Montana reserves the right to select vendors who they (State Officials) consider to be in their best interest. This may include vendors who did not participate in this solicitation.

When receiving a dispatch call, the vendor shall confirm their availability and ability to meet specified timeframes. If the vendor cannot be reached or is not able to meet the time and date needed, the dispatcher may proceed with contacting the next closest vendor. Vendors shall check in at the time agreed when dispatched; at the assignment or designated meeting place, as determined by the Aircraft Manager or state office

At the time of acceptance of the assignment, the following information will be given to the vendor:

- a. Resource Order Number
- b. Incident Order Number and Name of the Incident
- c. Date and Time to report to the Incident
- d. Descriptive location of the designated site where the Vendor shall meet a State Representative. A map will be provided, if available.
- e. Incident contact phone number for further information
- f. Fire charge code/funding code

The Vendor is required to provide a copy of their resource order and agreement to the Aircraft Manager or state field office upon check-in. The Vendor shall carry a minimum of **TWO COPIES** of the complete agreement at all times.

Dispatch offices may use a FAX or email to provide a hard copy of the resource order to the Vendor.

Vendor is REQUIRED to meet all date(s) and time(s) once an order has been accepted by the Vendor.

2.6 WEAR AND TEAR

Equipment furnished under the agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but are not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. **As a result, by entering into this agreement, the Vendor agrees that what is considered wear and tear under the agreement may be**

in excess of what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment.

2.7 INSPECTIONS

Pre-season inspections **will not** be done. All resources furnished under this agreement shall be in acceptable condition as determined by the State. The State reserves the right to reject resources that are not in safe and operable condition. Documentation for the items described below shall be made available upon request:

2.7.1 Aircraft. Aircraft shall meet all the specifications, certifications and requirements and be approved for operations utilizing the National Interagency Large Air Tanker Contract. The contractor must have current certifications and approvals indicating that all specifications and requirements for the aircraft are met.

2.7.2 Pilots. Pilots shall be carded by the USFS or Department of Interior OAS meeting all requirements specified in the National Interagency Large Air Tanker Contract.

- a. Completed Pilot Qualifications and Approval Record Form and pilot records
- b. FAA pilot certificates
- c. Current FAA pilot medical certificate
- d. Copy of a signed Pilot Operations Briefing Certificate

2.7.3 Equipment.

- a. Aircraft maintenance records

2.8.3 Mechanic(s).

- a. Completed A&P Qualifications and Approval Record form with applicable qualifying mechanic's records

2.9.4 Vehicle(s).

- a. Annual *Department of Transportation (DOT)* inspection records
- b. Proof of insurance
- c. Certified fully loaded weight receipt and/or aftermarket certification
- d. Proof of Workers Compensation or legal exemption

Due to the immediate needs dictated by fire suppression and severity, the normal procedures to document vendor deviations may not be followed. If the vendor services/equipment fails to meet or exceed requirements, the contracting agency may take whatever steps are necessary to obtain services/equipment which meets their needs. This may include but is not limited to rejecting the equipment and going to the next qualified vendor. **The vendor shall not have any claims or payments due for equipment rejected for not meeting the specifications/requirements contained herein.**

2.8 DEMOBILIZATION

The Procurement Officer will determine the priority of demobilization.

2.9 RELEASE

Once released from the incident, any new assignments shall come directly from the Host Dispatch Center. Vendors shall not seek out re-assignment from any place other than the Host Dispatch Center. **Resource orders are assigned for a specific fire incident. The Vendor's equipment cannot move to other incidents with the same resource order. A new unique resource order number will be assigned for each incident.**

2.10 PROPERTY

Accountable and durable property will not be loaned or exchanged at the incident. The Vendor shall arrive at the incident fully outfitted and prepared to perform under the terms of the agreement. If the resource upon arrival at the incident or during the course of the incident does not have the required equipment or personal protective equipment (if required for the position), it will be considered noncompliant. The Vendor may be given 24 hours or a timeframe designated by a State representative to bring the resource into compliance.

Vendor will be charged for consumable goods supplied by the State and used by the resource while under hire. The cost of all consumable goods, with the exception of those specifically listed below, shall be deducted from payment to the Vendor.

All water and fire retardant, including foam, will be provided by the State.

SECTION 3: SPECIAL TERMS AND CONDITIONS

3.0 AGREEMENT TERMINATION/NON-COMPLIANCE

3.0.1 Termination for Cause. The State may, by written notice to the Vendor, terminate this agreement in whole or in part at any time the Vendor fails to perform under this agreement. See Item 2.5 INSPECTIONS. If the vendor fails to meet specifications vendor may be removed from the list.

3.0.2 Workmanship. All work under this agreement shall be performed in a safe manner to a professional standard. The goal of performance under this agreement is the suppression of wildland fire and other emergency incident responses. The Incident Commander may release from an incident assignment any Vendor employee deemed incompetent, careless, or otherwise objectionable including violation of Harassment Free Workplace Policy (see *ATTACHMENT D – Harassment Free Workplace Policy*). It will be left to the discretion of the Incident Commander to demobilize an entire resource or to allow replacement of the noncompliant personnel. Documentation of the rationale for release will be provided to the Contracting Officer subsequent to the action. Accordingly, the Contracting Officer may require, in writing, the Vendor remove from use under this agreement, any employee found incompetent, careless, or otherwise objectionable including violation of Harassment Free Workplace Policy. The Contracting Officer may require other proof of mitigation. Misconduct may result in the suspension or cancellation of this agreement. If an employee or crew is terminated, quits, or otherwise is released from the incident for any reason, the Vendor is responsible for returning the employee(s) to the point of hire with a departure time from the Incident Command Post (ICP) no later than 12 hours or time specified by a State representative following such decision. The Vendor may, at their discretion, provide such transportation, or request the Incident Management Team (IMT) to arrange for the transportation with all transportation costs deducted from Vendor's payment. If the Vendor does not act in a timely manner (i.e., Vendor's employee(s) not departing from the ICP for return to point of hire within the specified time period), the IMT has authority to transport said employee or arrange for employee's transportation and to deduct all such transportation costs from Vendor's payment.

3.1 PERSONNEL REQUIREMENTS

3.1.1 Personnel Requirements- Fair Labor Standards Act (FLSA). Vendors shall comply with the *Fair Labor Standards Act* when employing persons less than 18 years of age (*Ref. 29 CFR 570*). (See *FLSA*) website: <http://www.dol.gov/whd/regs/statutes/FairLaborStandAct.pdf>.

3.1.2 English Speaking Requirement. Communications between Vendor crew personnel and government incident personnel is mandatory for safe and effective performance. Vendor's representative shall be able to proficiently communicate in English, in the language of the crew, and read and communicate the Incident Action Plan, Safety Alerts, etc. All radio communication on State-assigned frequencies shall be in English.

3.1.3 Incident Behavior. It is extremely important that inappropriate behavior be recognized and dealt with promptly. Inappropriate behavior is all forms of harassment including sexual and racial harassment. HARASSMENT IN ANY FORM WILL NOT BE TOLERATED. Non-prescription unlawful drugs and alcohol are not permitted at the incident. Possession or use of these substances will result in the Vendor being released from the incident. During off-incident periods, personnel are responsible for proper conduct and maintenance of fitness for duty. Drug or alcohol abuse resulting in unfitness for duty will normally result in the Vendor being released from the incident.

Sexual harassment is defined as unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment (see *ATTACHMENT D - Harassment Free Workplace Policy*).

3.1.4 First Aid/Emergency Evacuation/Accidents. The Vendor is financially responsible for medical coverage of employee accidents and illness. The State will provide first aid to employees when needs arise due to work on the incident. In life threatening situations, first aid will be given and further medical aid will be charged back to the vendor. If vendor personnel are injured, the State, at the Vendor expense, may evacuate the injured person(s). If the Vendor personnel become ill or are injured and required transport to a medical facility/hospital, the costs shall be at the Vendor's expense.

Vendor shall provide their representative with an adequate supply of appropriate insurance forms, insurance ID card(s), and other necessary documents. Such documents shall accompany the injured person(s) when a medical need arises.

3.1.5 Food and Drink. Vendors are required to provide sufficient food and drink to support contract employees while in travel status and the first shift of the incident. This is not reimbursed by the State.

After that time, when State subsistence at incident camps are available, meals for Vendor's operator(s) will be furnished without charge. The State will furnish meals without cost if restaurant subsistence is the approved camp for incident personnel. All other expenses for food and drink will be reimbursed at the Federal Government rate.

The State, during demobilization and/or reassignment, may provide sack lunches to the Vendor personnel without charging the Vendor.

3.1.6 Remain Overnight Allowance (RON). This is not applicable for travel to and from an incident. Contractors are not paid per diem or lodging expenses to and from incidents. When the Government cannot provide a campsite or meals, and if pre-approved by the host unit and properly receipted and invoiced, actual lodging expenses incurred by Contractors providing services under an Agreement whether for severity or incident responses are reimbursable. Food and drink would be based on federal per diem rates. Double occupancy of rooms may be required. Any associated lodging taxes are reimbursable as documented on the lodging invoice. If the resource is allowed to return to its dispatch location during off-shift time, RON allowance is not authorized.

3.2 SAFETY STANDARDS

3.2.1 Vendor Requirements. Each person employed by the Vendor under this agreement shall meet the following minimum requirements:

- a. In order to protect life and health and to prevent damage, the contractor will use due diligence in preventing accidents and will comply with the applicable Federal and State laws.
- b. The Contractor shall furnish (when requested) 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.
- c. The Contractor shall keep and maintain programs necessary to assure safety of ground and flight operations.

- d. *Commercial Driver's License (CDL)* with the appropriate endorsements and medical card valid for the state in which the operator resides, (if combination weight of truck and trailer exceeds 26,001 lbs).
- e. All operators shall be able to operate the equipment safely up to the manufacturer's limitations.

3.2.2 Emergency Incident Driving. The Vendor shall follow the driving regulations and work/rest guidelines listed in the *Interagency Incident Business Management Handbook (IIBMH) (FSH 5109.34)*. The IIBMH can be found on the National Wildfire Coordinating Group's website using the following link: <http://www.nwcg.gov/pms/pubs/large.html>

The Vendor is responsible for complying with all other current Federal, State, and local driving regulations.

3.3 PERFORMANCE EVALUATIONS

Performance evaluations will be performed at the incident using the evaluation form (see ATTACHMENT G – Standard Vendor Performance Report) by the State representative supervising the work. This form is the only performance evaluation that will be accepted by the Contracting Officer. The State representative's signature shall be legible and printed on the form. If the supervising State representative is released from the incident prior to the release of the resource, the State representative will complete a performance evaluation prior to demobilization, for work the resource performed under their supervision. The State representative will review the performance evaluation with the Vendor, record Vendor comments, and obtain Vendor signature acknowledging completion of the evaluation. The State representative will then give a copy of the evaluation form(s) to the Vendor at the incident and submit a copy to the appropriate State representative (i.e. Finance/Plans) for distribution to the Contracting Office and the Host Unit incident file. Evaluations are to be sent to the following address:

Procurement Officer: John Monzie
Fire & Aviation Management Bureau
Address: 2705 Spurgin Road
MISSOULA MT 59804

SECTION 4: SPECIFICATIONS AND PRICING

4.0 PURPOSE

The purpose of this Price Agreement is to establish general terms and conditions for aviation equipment and services in connection with fire suppression activities by the Montana Department of Natural Resources & Conservation (DNRC).

Requirements designated in this bid must be satisfied, or a functional equivalent bid submitted, which is acceptable to the State. Bidders who do not meet this criterion may be disqualified from further consideration. A bidder must state if they are unable or unwilling to meet any requirement. Inability or unwillingness to meet any requirement, in part or total, may be cause for disqualification of the entire response. Any exceptions taken by the bidder must be clearly identified on the bid forms.

4.1 FULLY OPERATED

Vendor, except as otherwise provided in this agreement, will furnish the aviation equipment and services in accordance with the specifications, terms and conditions of this agreement and at the applicable accepted bid schedule prices, the aircraft, pilots, other personnel, repairs, operating supplies, service facilities and incidentals necessary to the operations of the aircraft. Vendor must furnish the aircraft, pilots, and other personnel and incidentals as described in the bid submittal at the price quoted for that period. The flight rate will be considered a dry rate. The Vendor will be reimbursed by the state for aircraft fuel and airport incidentals such as landing fees. Documentation of fuel and incidentals is required for payment. In addition, overnight cost for personnel will be reimbursed by the State at the Federal Government Per Diem rate. This agreement requires that the Vendor's operations be conducted within FAA civil authorities and not as a Public Use Aircraft. The Vendor shall remain the operator of the aircraft at all times.

4.2 REQUIRED INSURANCE

4.2.1 General Requirements. The Vendor shall maintain for the duration of the agreement, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Vendor, its agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

4.2.2 Primary Insurance. The Vendor's insurance coverage shall be primary insurance with respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be excess of the Vendor's insurance and shall not contribute with it.

4.2.3 Aircraft Liability Insurance. The Vendor shall purchase and maintain occurrence coverage of \$25,000,000.

4.2.4 Specific Requirements for Commercial General Liability Insurance. The Vendor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Vendor or its officers, agents, representatives, assigns, or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insured for liability arising out of activities performed by or on behalf of the Vendor, including the insured's general supervision of the Vendor; products, premises owned, leased, occupied, or used.

4.2.5 Specific Requirements for Environmental Liability Insurance. The Vendor shall purchase and maintain coverage of \$1,000,000.

4.2.6 Specific Requirements for Automobile Liability Insurance. The Vendor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of the Vendor or its officers, agents, representatives, assigns, or subcontractors. The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insured's for automobiles leased, hired, or borrowed by the Vendor.

4.2.7 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by DNRC. At the request of DNRC either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State of Montana, its officers, officials, employees, or volunteers; or (2) at the expense of the Vendor, the Vendor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

4.2.8 Certificate of Insurance/Endorsements. The Vendor shall obtain and retain in force for the duration of this agreement, the following forms of insurance written by an insurance company having a Best's rating of A- or better and be licensed and admitted in Montana. The Vendor will ensure that a certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverage has been received by DNRC, 2705 Spurgin Road, Missoula, MT 59804. The Vendor must notify DNRC immediately, of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. DNRC reserves the right to require complete copies of insurance policies at all times. All policies shall be endorsed to include the State of Montana, its departments, agents, officials, and employees as additional insured and shall protect the Vendor and the State of Montana from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may fall within the scope of Vendors' obligations under this agreement. All policies shall contain waiver of subrogation coverage or endorsements. Failure of the DNRC to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of the DNRC to identify a deficiency from evidence that is provided shall not be construed as a waiver of Vendor's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this agreement.

4.2.9 Compliance with the Workers' Compensation Act. Vendor is required to comply with the provisions of the *Montana Workers' Compensation Act* while performing work for the State of Montana in accordance with sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent vendor's exemption, or documentation of corporate officer status. Neither the Vendor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the Department of Natural Resources and Conservation, 2705 Spurgin Road, Missoula, MT 59804, upon expiration.

4.2.10 Subcontractor Insurance. The Vendor shall require all subcontractors utilized in performance of this agreement to provide certificates of insurance to the DNRC evidencing insurance coverage with the required additional insured endorsements as set forth in the preceding paragraphs.

4.2.11 No Warranty Regarding Insurance Limits. By requiring insurance herein, the DNRC does not represent that coverage and limits will necessarily be adequate to protect Vendor and such coverage and limits shall not be deemed as a limitation on Vendor's liability under the indemnities granted to the State of Montana in this agreement.

4.3. LIABILITY FOR DAMAGE TO EQUIPMENT

4.3.1. Security of the aircraft and Vendor-owned equipment shall be the responsibility of the Vendor regardless of whether the aircraft is operating from a remote alternate base point or the designated base point.

4.3.2. Any claim for damage, loss or destruction of any item of equipment accepted under this agreement that occurs while said item of equipment is being used on authorized work will be considered under applicable laws and regulations. Under no circumstances will a claim be approved for damage, loss or destruction of said equipment due to ordinary wear and tear or to which negligence on the part of the Vendor, his agent or employees contributed.

4.3.3 Officials, Agents and Employees of the State Not Personally Liable. In no event shall any official, officer, employee or agent of the State of Montana be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement. This section shall not apply to any remedies in law or at equity against any person or entity that exist by reason of fraud, misrepresentation, or outside the terms of this agreement.

4.4 AIRCRAFT AND PERSONNEL CARDING

All aircraft and support vehicles shall be approved by the USFS or Department of Interior, OAS indicating they meet the standards and specifications of the current Federal Large Air Tanker Contract. Personnel will have a current interagency card issued by the USFS or Department of Interior, OAS. Any aircraft, support vehicle or person not having such approval or card will not be authorized for use under this agreement. All aircraft, support vehicles and personnel must meet the specifications of the current Federal Large Air Tanker Contract while operating under this agreement. A copy of the current federal approval or card for all aircraft, support vehicles and personnel must be submitted with each vendor's bid.

4.5 ACCESS TO RECORDS

The Vendor agrees to provide the State of Montana, Legislative Auditor, or their authorized agent's access to any records necessary to determine contract compliance (*Section 18-1-118, MCA*).

4.6 NO GUARANTEE OF USE AND TIME UNDER HIRE

DNRC makes no guarantee of use during the term of this price agreement. DNRC personnel may utilize this price agreement at their discretion, and may opt to enter into other price agreements and/or use aircraft from other vendors, whichever is deemed by DNRC personnel to be in the best interest of the State of Montana. The time under hire shall start at the time the equipment begins traveling to an incident after being ordered by DNRC, and end at the estimated time of arrival back to the point of hire after being released from the incident by DNRC. DNRC may release the equipment and personnel described in this agreement from an incident at its discretion and/or based on resource needs. DNRC does not guarantee that it will utilize the equipment and personnel described in this agreement on an incident for a specific period of time.

4.7 Payments

Payment will be made at the rates shown in this Price Agreement. When a daily availability is charged the aircraft and support equipment along with all necessary personnel will be in a state of readiness for operations within a fifteen (15) minute notice (see *ATTACHMENT I - Payment Procedures*).

RATES: (This table is for example purposes only. Please only fill out and submit *ATTACHMENT A*)

	Aircraft/Vehicle Make	Model	Registration or License #	Rental Cost per Hour (Aircraft) or Mileage (Fuel Servicing and/or Maintenance Vehicle)	Daily Availability *
1					
2					
3					
4					
5					

**The awarded Daily Availability Rate shall include all fixed and variable costs (depreciation, salaries, overhead, permanent shop facilities, etc.) incurred in providing continuous service exclusive of those costs directly attributed to actual flight.*

4.7.1 Withholding of Payment. DNRC may withhold payments to the Vendor if the Vendor has not performed in accordance with this agreement. Such withholding cannot be greater than the additional costs to the DNRC caused by the lack of performance.

4.7.2 Method of Measurement and Basis of Payment for Flight.

Compensation for flight time will be paid at the bid flight rate.

Flight time will be measured in hours and tenths of hours, recorded by a direct reading, electronically-driven hour meter in each helicopter. If the hour meter becomes inoperative or inaccurate, the Pilot in Charge will use clock time of each takeoff and landing.

All flights will be recorded on a Daily Invoice; start and stop times must be recorded. Hour meter readings will be recorded in hours and tenths. Clock times must be converted to hours and hundredths. The Daily Invoice must be approved by a Aircraft Manager at the conclusion of each day.

On days when the aircraft is flown, the pilot will be responsible for recording on the Daily Invoice the following:

1. Flight date.
2. Contract number/name.
3. FAA registration.
4. Contractor name.
5. Incident number and name.
6. Name of pilot.
7. Number of passengers, gallons of water dropped, and pounds of cargo delivered.
8. Location from which flight time for the day commenced and beginning of time.
9. Location at which flight time for the day ended and time flight ended
10. Flight rate
11. Any other items pertinent to the establishing the net sum earned by the Contractor (per diem, etc.)

Each Daily Invoice shall be completed and signed by the Pilot in Charge and the Aircraft Manager. Any erasures or other corrections shall be initialed by the Pilot in charge or the Aircraft Manager as appropriate.

4.8 COMPLIANCE WITH LAWS

The Vendor must, in performance of work under this contract, fully comply with all applicable Federal, State, or local laws, rules, and regulations, including, but not limited to, the *Montana Human Rights Act*, the *Civil Rights Act of 1964*, the *Age Discrimination Act of 1975*, the *Americans with Disabilities Act of 1990*, and *Section 504 of the Rehabilitation Act of 1973*. Any subletting or subcontracting by the Vendor subjects subcontractors to the same provision. In accordance with *Section 49-3-207, MCA*, the Vendor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

4.9 REDUCTION OF FUNDING

The DNRC must terminate this agreement if funds are not appropriated or otherwise made available to support the State's continuation of performance of this agreement in a subsequent fiscal period (see *Section 18-4-313(4), MCA*).

4.10 CHOICE OF LAW AND VENUE

This agreement is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent agreement must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees (see *Section 18-1-401, MCA*).

INFORMATIONAL UPDATE:

- All vendors should register at our vendorportal.mt.gov information website: <https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=StateOfMontana>. Once you are registered on this site, you will be notified when solicitations are posted. Vendors will not receive any additional notification from DNRC. It is the vendor's responsibility to research and stay informed of the process.
- Solicitations will be posted on the <https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfMontana> website.
- All Vendor documents are posted on the <https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=StateOfMontana> website.

HAVE YOU REMEMBERED TO?

- Check our website for the latest addendum to the IFB?
- Create and sign a cover sheet?
- Mark your mailing envelope or box with the IFB number and the due date under your return address?
- Carefully review the "Standard Terms and Conditions"?
- Carefully review all listed requirements to ensure compliance with the IFB?
- Initial all bid/pricing changes you made?

The following items MUST be included with your bid. Failure to include ANY of these items may result in a nonresponsive determination.

- Signed Cover Sheet.
- Aviation Price Agreement Submittal (Attachment A).
- Sign each 'Acknowledgement of Addendum' if required.
- Provided Proof of:
 - Current federal certification for all aircraft, personnel, and support vehicles
 - Commercial General Liability Insurance;
 - Automobile Liability Insurance
 - Aircraft/Aerial Operations Insurance
 - Workers Compensation Insurance
- VIN# for each piece of applicable equipment.
- Debarment and Suspension (ATTACHMENT E)
- Taxpayer Identification Request (W-9) (ATTACHMENT H)
- Understands and Will Comply (ATTACHMENT J).

AVIATION PRICE AGREEMENT SUBMITTAL

	Aircraft/Vehicle Make	Model	Registration or License #	Rental Cost per Hour (Aircraft) or Mileage (Fuel Servicing and/or Maintenance Vehicle)	Daily Availability*
1					
2					
3					
4					
5					

**The awarded Daily Availability Rate shall include all fixed and variable costs (depreciation, salaries, overhead, permanent shop facilities, etc.) incurred in providing continuous service exclusive of those costs directly attributed to actual flight. Flight rate shall include all fuel and associated materials required for flight.*

Date: _____ Company: _____

Phone: _____ Fax: _____

Mailing Address: _____

City State Zip

Authorized Signature: _____

ACCEPTED BY:

MONTANA DEPARTMENT OF NATURAL RESOURCES & CONSERVATION

Date: _____

By: _____

Title: _____

AGREEMENT NUMBER:

SAMPLE
AVIATION PRICE AGREEMENT

Between the Montana Department of Natural Resources and Conservation Forestry Division, 2705
Spurgin Road, Missoula Montana, 59804 and

Company Name
Company Address
Company City, State, Zip

AGREEMENT NUMBER: XXXXXX

1. PURPOSE

The purpose of this Price Agreement is to establish general terms and conditions for aviation equipment and services in connection with fire suppression activities by the Montana Department of Natural Resources & Conservation (DNRC).

Requirements designated in this bid must be satisfied, or a functional equivalent bid submitted, which is acceptable to the State. Bidders who do not meet this criterion may be disqualified from further consideration. A bidder must state if they are unable or unwilling to meet any requirement. Inability or unwillingness to meet any requirement, in part or total, may be cause for disqualification of the entire response. Any exceptions taken by the bidder must be clearly identified on the bid forms.

2. FULLY OPERATED

Vendor, except as otherwise provided in this agreement, will furnish the aviation equipment and services in accordance with the specifications, terms and conditions of this agreement and at the applicable accepted bid schedule prices, the aircraft, pilots, other personnel, repairs, operating supplies, service facilities and incidentals necessary to the operations of the aircraft. Vendor must furnish the aircraft, pilots, and other personnel and incidentals as described in the bid submittal at the price quoted for that period. The flight rate will be considered a dry rate. The Vendor will be reimbursed by the state for aircraft fuel and airport incidentals such as landing fees. Documentation of fuel and incidentals is required for payment. In addition, overnight cost for personnel will be reimbursed by the State at the Federal Government Per Diem rate. This agreement requires that the Vendor's operations be conducted within FAA civil authorities and not as a Public Use Aircraft. The Vendor shall remain the operator of the aircraft at all times.

3. HOLD HARMLESS/INDEMNIFICATION

The Vendor agrees to protect, defend, and save the State of Montana, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Vendor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Vendor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State of Montana, under this agreement.

4. REQUIRED INSURANCE

4.2.1 General Requirements. The Vendor shall maintain for the duration of the agreement, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the

work by the Vendor, its agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

4.2.2 Primary Insurance. The Vendor's insurance coverage shall be primary insurance with respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be excess of the Vendor's insurance and shall not contribute with it.

4.2.3 Aircraft Liability Insurance. The Vendor shall purchase and maintain occurrence coverage of \$150,000,000.

4.2.4 Specific Requirements for Commercial General Liability Insurance. The Vendor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Vendor or its officers, agents, representatives, assigns, or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insured for liability arising out of activities performed by or on behalf of the Vendor, including the insured's general supervision of the Vendor; products, premises owned, leased, occupied, or used.

4.2.5 Specific Requirements for Environmental Liability Insurance. The Vendor shall purchase and maintain coverage of \$1,000,000.

4.2.6 Specific Requirements for Automobile Liability Insurance. The Vendor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of the Vendor or its officers, agents, representatives, assigns, or subcontractors. The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insured's for automobiles leased, hired, or borrowed by the Vendor.

4.2.7 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by DNRC. At the request of DNRC either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State of Montana, its officers, officials, employees, or volunteers; or (2) at the expense of the Vendor, the Vendor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

4.2.8 Certificate of Insurance/Endorsements. The Vendor shall obtain and retain in force for the duration of this agreement, the following forms of insurance written by an insurance company having a Best's rating of A- or better and be licensed and admitted in Montana. The Vendor will ensure that a certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverage has been received by DNRC, 2705 Spurgin Road, Missoula, MT 59804. The Vendor must notify DNRC immediately, of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. DNRC reserves the right to require complete copies of insurance policies at all times. All policies shall be endorsed to include the State of Montana, its departments, agents, officials, and employees as additional insured and shall protect the Vendor and the State of Montana from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may fall within the scope of Vendors' obligations under this agreement. All policies shall contain waiver of subrogation coverage or endorsements. Failure of the DNRC to demand such certificate(s) or other evidence of full compliance with these insurance

requirements or failure of the DNRC to identify a deficiency from evidence that is provided shall not be construed as a waiver of Vendor's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this agreement.

4.2.9 Compliance with the Workers' Compensation Act. Vendor is required to comply with the provisions of the *Montana Workers' Compensation Act* while performing work for the State of Montana in accordance with sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent vendor's exemption, or documentation of corporate officer status. Neither the vendor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the Department of Natural Resources and Conservation, 2705 Spurgin Road, Missoula, MT 59804, upon expiration.

4.2.10 Subcontractor Insurance. The Vendor shall require all subcontractors utilized in performance of this agreement to provide certificates of insurance to the DNRC evidencing insurance coverage with the required additional insured endorsements as set forth in the preceding paragraphs.

4.2.11 No Warranty Regarding Insurance Limits. By requiring insurance herein, the DNRC does not represent that coverage and limits will necessarily be adequate to protect Vendor and such coverage and limits shall not be deemed as a limitation on Vendor's liability under the indemnities granted to the State of Montana in this agreement.

5. LIABILITY FOR DAMAGE TO EQUIPMENT

4.3.1. Security of the aircraft and Vendor-owned equipment shall be the responsibility of the Vendor regardless of whether the aircraft is operating from a remote alternate base point or the designated base point.

4.3.2. Any claim for damage, loss, or destruction of any item of equipment accepted under this agreement that occurs while said item of equipment is being used on authorized work will be considered under applicable laws and regulations. Under no circumstances will a claim be approved for damage, loss, or destruction of said equipment due to ordinary wear and tear or to which negligence on the part of the Vendor, his agent or employees contributed.

4.3.3 Officials, Agents and Employees of the State Not Personally Liable. In no event shall any official, officer, employee, or agent of the State of Montana be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation, or warranty made herein or in any connection with this agreement. This section shall not apply to any remedies in law or at equity against any person or entity that exist by reason of fraud, misrepresentation, or outside the terms of this agreement.

6. AIRCRAFT AND PERSONNEL CARDING

All aircraft and support vehicles shall be approved by the USFS or Department of Interior, OAS indicating they meet the standards and specifications of the current Federal Large Air Tanker Contract. Personnel will have a current interagency card issued by the USFS or Department of Interior, OAS. Any aircraft, support vehicle or person not having such approval or card will not be authorized for use under this agreement. All aircraft, support vehicles and personnel must meet the specifications of the current Federal Large Air Tanker Contract while operating under this agreement. A copy of the current federal approval or card for all aircraft, support vehicles and personnel must be submitted with each vendor's bid.

7. ACCESS TO RECORDS

The Vendor agrees to provide the State of Montana, Legislative Auditor, or their authorized agent's access to any records necessary to determine contract compliance (*Section 18-1-118, MCA*).

8. NO GUARANTEE OF USE AND TIME UNDER HIRE

DNRC makes no guarantee of use during the term of this price agreement. DNRC personnel may utilize this price agreement at their discretion, and may opt to enter into other price agreements and/or use aircraft from other vendors, whichever is deemed by DNRC personnel to be in the best interest of the State of Montana. The time under hire shall start at the time the equipment begins traveling to an incident after being ordered by DNRC, and end at the estimated time of arrival back to the point of hire after being released from the incident by DNRC. DNRC may release the equipment and personnel described in this agreement from an incident at its discretion and/or based on resource needs. DNRC does not guarantee that it will utilize the equipment and personnel described in this agreement on an incident for a specific period of time.

9. PAYMENTS

Payment will be made at the rates shown in this Price Agreement. When a daily availability is charged the aircraft and support equipment along with all necessary personnel will be in a state of readiness for operations within a fifteen (15) minute notice (see *ATTACHMENT I - Payment Procedures*).

RATES: (This table is for example purposes only. Please only fill out and submit *Attachment A*)

	Aircraft/Vehicle Make	Model	Registration or License #	Rental Cost per Hour (Aircraft) or Mileage (Fuel Servicing and/or Maintenance Vehicle)	Daily Availability *
1	McDonnell Douglas	DC-10	N450AX	\$XXX	\$XX
2	Ford	F550	M-SMOKE	\$X.XX per mile	
3					
4					
5					

**The awarded Daily Availability Rate shall include all fixed and variable costs (depreciation, salaries, overhead, permanent shop facilities, etc.) incurred in providing continuous service exclusive of those costs directly attributed to actual flight.*

9.1 WITHHOLDING OF PAYMENT. The DNRC may withhold payments to the Vendor if the Vendor has not performed in accordance with this agreement. Such withholding cannot be greater than the additional costs to the DNRC caused by the lack of performance.

9.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT FOR FLIGHT.

Compensation for flight time will be paid at the bid flight rate.

Flight time will be measured in hours and tenths of hours, recorded by a direct reading, electronically-driven hour meter in each aircraft. If the hour meter becomes inoperative or inaccurate, the Pilot in Charge will use clock time of each takeoff and landing.

All flights will be recorded on a Daily Invoice; start and stop times must be recorded. Hour meter readings will be recorded in hours and tenths. Clock times must be converted to hours and hundredths. The Daily Invoice must be approved by a Aviation Manager at the conclusion of each day.

On days when the aircraft is flown, the pilot will be responsible for recording on the Daily Invoice the following:

12. Flight date.

13. Contract number/name.
14. FAA registration.
15. Contractor name.
16. Incident number and name.
17. Name of pilot.
18. Number of passengers, gallons of water dropped, and pounds of cargo delivered.
19. Location from which flight time for the day commenced and beginning of time.
20. Location at which flight time for the day ended and time flight ended
21. Flight rate
22. Any other items pertinent to the establishing the net sum earned by the Contractor (per diem, etc.)

Each Daily Invoice shall be completed and signed by the Pilot in Charge and the Aircraft Manager. Any erasures or other corrections shall be initialed by the Pilot in charge or the Aircraft Manager as appropriate.

10. COMPLIANCE WITH LAWS

The Vendor must, in performance of work under this contract, fully comply with all applicable Federal, State, or local laws, rules, and regulations, including, but not limited to, *the Montana Human Rights Act*, the *Civil Rights Act of 1964*, the *Age Discrimination Act of 1975*, the *Americans with Disabilities Act of 1990*, and *Section 504 of the Rehabilitation Act of 1973*. Any subletting or subcontracting by the Vendor subjects subcontractors to the same provision. In accordance with *Section 49-3-207, MCA*, the Vendor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

11. REDUCTION OF FUNDING

The DNRC must terminate this agreement if funds are not appropriated or otherwise made available to support the State's continuation of performance of this agreement in a subsequent fiscal period (see *Section 18-4-313(4), MCA*).

12. CHOICE OF LAW AND VENUE

This agreement is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal, or subsequent agreement must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees (see *Section 18-1-401, MCA*).

13. SCOPE, ENTIRE AGREEMENT

13.1 Agreement. This Agreement consists of 6 numbered pages, Solicitation # as amended, and Contractor's response, as amended. In the event of a dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same order as this contract.

13.2 Entire Agreement. These documents are the entire agreement of the parties. They supersede all prior Agreements, representations, and understandings. Any Amendment or modification must be in a written agreement signed by all the parties.

**STATE OF MONTANA DEPARTMENT OF NATURAL RESOURCES
2016 AVIATION PRICE AGREEMENT**

The undersigned, having read all the agreements, together with any and all special provisions and specifications set forth, do agree thereto in every particular and will furnish the above at the prices stated. Further, the undersigned understands that this document shall constitute the entire price agreement between the undersigned and the Montana Department of Natural Resources and Conservation.

Date: _____

Company: _____

Phone: _____

Fax: _____

Mailing Address: _____

City

State

Zip

Authorized Signature: _____

ACCEPTED BY:

MONTANA DEPARTMENT OF NATURAL RESOURCES & CONSERVATION

Date: _____

By: _____

Title: _____

AGREEMENT NUMBER: -

Standard Terms and Conditions

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: Contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of eight years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: Contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

AUTHORITY: The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: Contractor shall, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including but not limited to, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. The Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, Contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without the State Procurement Bureau's prior written consent. Product or services provided that do not conform to the contract terms, conditions, and specifications may be rejected and returned at Contractor's expense.

DEBARMENT: Contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If Contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids,

or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than 5 working days after the onset. If the notice is not provided within the 5-day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this contract, unless the parties mutually agree that the obligation need not be performed because of the condition.

HOLD HARMLESS/INDEMNIFICATION: Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

INTELLECTUAL PROPERTY: All patents and other legal rights in or to inventions created in whole or in part under the contract must be available to the State for royalty-free and nonexclusive licensing. Both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under the contract.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PATENT AND COPYRIGHT PROTECTION: If a third party makes a claim against the State that the products furnished under this purchase order infringe upon or violate any patent or copyright, the State shall promptly notify Contractor. Contractor shall defend such claim in the State's name or its own name, as appropriate, but at Contractor's expense. Contractor shall indemnify the State against all costs, damages, attorney fees, and all other costs and expenses of litigation that accrue as a result of such claim. If the State reasonably concludes that its interests are not being properly protected, or if principles of governmental or public law are involved, it may enter any action.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://sfsd.mt.gov/SPB/Preferences>

REDUCTION OF FUNDING: The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

SEVERABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to Contractor, terminate the contract in whole or in part at any time Contractor fails to perform the contract.


U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

WARRANTIES: Contractor warrants that the products offered conform to the specifications requested, are fit and sufficient for the purpose manufactured, are of good material and workmanship, and are free from defect. Contractor further warrants that the products are new and unused and of the latest model or manufacture, unless the State specifies otherwise. Exceptions will be rejected.

WARRANTY FOR SERVICES: Contractor warrants that it performs all services using reasonable care and skill and according to its current description (including any completion criteria) contained in this contract. State agrees to provide timely written notice of any failure to comply with this warranty so that Contractor can take corrective action.

HARASSMENT FREE WORKPLACE POLICY

 <p style="text-align: center;">State of Montana Department of Natural Resources and Conservation Sexual Harassment</p>		
Document Type: Policy	Issuing Authority: DNRC	First Issued: 9/5/95
Number: P-DNRC-HR-4	References: MOM 3-0620	Effective Date: 9/5/95
Approval Signature: /s/ Bud Clinch, Director		Last Revised: 9/5/95

It is the policy of the Montana Department of Natural Resources and Conservation to prohibit sexual harassment of its employees and applicants for employment in the work place by any person and in any form. Each supervisor has an affirmative duty to maintain the work place free from sexual harassment. This duty includes discussing this policy with all employees and assuring them that they are not required to endure or be subject to insulting, degrading or offensive sexual treatment.

Specifically, sexual harassment refers to behavior which is not welcome, personally offensive, weakens morale and therefore interferes with employees' effectiveness and work environment, and is generally defined as unwelcome sexual advances, requests for favors and other verbal, physical and/or visual contact of a sexual nature when:

- Submission is made either explicitly or implicitly a term or condition of an individual's employment.
- Submission or rejection by an employee is used as a basis for employment decisions affecting the employee.
- Such conduct has the purpose or affect of unreasonably interfering with an employee's work performance or creates an intimidating, hostile or otherwise offensive work environment.

The following are examples of sexual harassment:

- Sexual advances which are unwanted (this may include situations which began as reciprocal attractions but later ceased to be reciprocal).
- Leering or sexual gestures.
- Displaying sexually suggestive objects, pictures, cartoons or posters.
- Verbal abuse of a sexual nature, sexually-oriented jokes, innuendoes or obscenities.
- Sexually suggestive letters, notes or invitations.
- Reprisals or threats after a negative response to sexual advances.
- Employment benefits affected in exchange for sexual favors (may include situations where a third party is treated less favorably because others have agreed to sexual advances).
- Physical conduct such as assault, attempted rape, impeding or blocking movement or touching.
- Women in nontraditional work environments may also be subject to hazing (this may include being dared or asked to perform unsafe work practices).

No supervisor shall threaten or insinuate either explicit or implied action(s) that an employee's refusal to submit to sexual advances will adversely affect the employee's employment, evaluation, classification (grade), assigned duties, or any other condition of employment or career development.

It should be understood that sexual harassment is against the law and the State of Montana is committed to the prevention of all forms of sexual harassment in the work place. If you are not personally a victim of sexual

harassment, but observe actions against other employees which you believe to be harassment, you should bring it to the attention of your supervisor or to the first level supervisor not involved in the alleged harassment or the DNRC EEO Officer. If you feel you are being sexually harassed, you may wish to pursue the following:

- Inform the individual that his/her behavior is unwelcome, offensive or inappropriate. Do not assume or hope that the problem will go away.
- If you are unable to confront the harasser, or the harassment continues, do not keep it to yourself.
- If you are considering reporting a complaint, you can:
 1. Report a complaint utilizing the reporting procedures contained in the DNRC Sexual Harassment Policy/Affirmative Action Plan.
 2. File a grievance under the grievance policy or through a grievance procedure available through collective bargaining agreements or statute.
 3. File a complaint with the Human Rights Commission. Complaints with the Human Rights Commission will be accepted within 180 days of the action or an extended 120 days if you are using an internal complaint procedure.

It is the policy of the Department of Natural Resources and Conservation to take direct and immediate action when informed of alleged violations and enforce the full range of liability and protection created by Title VII and the Montana Human Rights Act.

Sexual Harassment Training is required for all DNRC employees. This training should take place for new employees as soon as available and prior to the completion of the six month probationary period.

The immediate supervisor will notify the new employee of this requirement during the new employee orientation. Current DNRC employees are required to attend a refresher training for Sexual Harassment at least once every two years.

History: NEW: 9/5/95 (originally #3-0620).

Form AD-1048 (1.82)

U. S. DEPARTMENT OF AGRICULTURE
Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE.)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME		PR/AWARD NUMBER OR PROJECT NAME	
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE			
SIGNATURE(S)			DATE

DRUG AND ALCOHOL

- The use, possession, solicitation for, or sale of narcotics or other illegal drugs, alcohol, or prescription medication without a prescription on Government incidents or while performing an assignment.
- Being impaired or under the influence of legal or illegal drugs or alcohol away from the Government incident, if such impairment or influence adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the Government's reputation.
- Possession, use, solicitation for, or sale of legal or illegal drugs or alcohol away from the Government incident, if such activity or involvement adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the Government's reputation.
- The presence of any detectable amount of prohibited substances in the employee's system while at work, while on the premises of the Government, or while on Government business. "Prohibited substances" include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to the employee.
- The Government will conduct drug and/or alcohol testing under any of the following circumstances:
 - **RANDOM TESTING:** Employees may be selected at random for drug and/or alcohol testing at any interval determined by the Government.
 - **FOR-CAUSE TESTING:** The Government may ask an employee to submit to a drug and/or alcohol test at any time it feels that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances: evidence of drugs or alcohol on or about the employee's person or in the employee's vicinity, unusual conduct on the employee's part that suggests impairment or influence of drugs or alcohol, negative performance patterns, or excessive and unexplained absenteeism or tardiness.
 - **POST-ACCIDENT TESTING:** Any employee involved in an on-the-job accident or injury under circumstances that suggest possible use or influence of drugs or alcohol in the accident or injury event may be asked to submit to a drug and/or alcohol test. "Involved in an on-the-job accident or injury" means not only the one who was or could have been injured, but also any employee who potentially contributed to the accident or injury event in any way.
- If an employee is tested for drugs or alcohol outside of the employment context and the results indicate a violation of this policy, or if an employee refuses a request to submit to testing under this policy, the employee may be subject to appropriate disciplinary action, up to and possibly including discharge from employment. In such a case, the employee will be given an opportunity to explain the circumstances prior to any final employment action becoming effective.

Standard Vendor Performance Report

Highlighted blocks are required to be completed.

Evaluation Type: Interim _ Final _ (check one)			
Evaluating Organization <i>(Fire Name):</i>		Reporting Period: From _____ to _____	
Contracting Office:		Contract Number:	Order Number <i>(Resource Order/Incident #):</i>
Vendor Name:		Vendor Address:	
DUNS:		City:	State:
Additional or Alternate Vendor Name:		Zip/Postal Code:	Country:
TIN:	Industrial Code (NAICS):	Commodity Code:	Contract Type:
Contract Award Date:	Contract Expiration Date:	Contract Value:	
Requirement Description <i>(Equipment Type):</i>			

Ratings

Summarize vendor performance and check the number which corresponds to the rating for each rating category (See attached Rating Guidelines).

Quality of Product or Service *(How did the Vendor perform, document any noncompliance or performance issues)*

<input type="checkbox"/> 0=Unsatisfactory	<input type="checkbox"/> 1=Poor	<input type="checkbox"/> 2=Fair	<input type="checkbox"/> 3=Good	<input type="checkbox"/> 4=Excellent	<input type="checkbox"/> 5=Outstanding
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Government Comments for Quality of Product or Service (2000 characters maximum):

Timeliness of Performance *(Did the Vendor arrive when expected, demob timely; and perform the work in a timely manner)*

<input type="checkbox"/> 0=Unsatisfactory	<input type="checkbox"/> 1=Poor	<input type="checkbox"/> 2=Fair	<input type="checkbox"/> 3=Good	<input type="checkbox"/> 4=Excellent	<input type="checkbox"/> 5=Outstanding
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Government Comments for Timeliness of Performance (2000 characters maximum):

Business Relations *(Did the Vendor perform in a business-like manner; complete administrative requirements timely)*

<input type="checkbox"/> 0=Unsatisfactory	<input type="checkbox"/> 1=Poor	<input type="checkbox"/> 2=Fair	<input type="checkbox"/> 3=Good	<input type="checkbox"/> 4=Excellent	<input type="checkbox"/> 5=Outstanding
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Government Comments for Business Relations (2000 characters maximum):

Additional Info

Vendor Key Personnel

Vendor Manager/Principal Investigator (Owner's Name):

Government Comment on Vendor Manager/Principal Investigator (2000 characters maximum): *(If applicable, describe working relationship with government representatives for this assignment)*

Vendor Key Person (Equipment Operator's Name):

Government Comment on Vendor Key Person (2000 characters maximum): *(Describe working relationship with government representatives for this assignment)*

Customer Satisfaction

Is/was the vendor committed to customer satisfaction? Yes No **(Check one)**

Would you recommend the selection of this firm again? Yes No **(Check one)**

Government Comments on Customer Satisfaction (2000 characters maximum): *If no to either of above, explain below)*

Admin Info

Project Officer/COTR *(Individual completing the evaluation)*

Name: _____

Phone: _____

Fax: _____

E-mail Address: _____

Vendor Representative

Name:

Phone:

Fax:

E-mail Address:

Alternate Vendor Representative

Name:

Phone:

Fax:

E-mail Address:

Contracting Officer:

Name:

Phone:

Fax:

E-Mail Address:

Rating Guidelines

Quality of Product or Service

0 = Unsatisfactory 1 = Poor 2 = Fair 3 = Good 4 = Excellent 5 = Outstanding

Unsatisfactory	Non-conformances are jeopardizing the achievement of contract requirements, despite use of Agency resources. Recovery is not likely. If performance cannot be substantially corrected, it constitutes a significant impediment in consideration for future awards containing similar requirements.
Poor	Overall compliance requires significant Agency resources to ensure achievement of contract requirements.
Fair	Overall compliance requires minor Agency resources to ensure achievement of contract requirements.
Good	There are no, or very minimal, quality problems, and the Vendor has met the contract requirements.
Excellent	There are no quality issues, and the Vendor has substantially exceeded the contract performance requirements without commensurate additional costs to the Government.
Outstanding	The vendor has demonstrated an outstanding performance level that was significantly in excess of anticipated achievements and is commendable as an example for others, so that it justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where vendor performance clearly exceeds the performance levels described as "Excellent".

Timeliness of Performance

0 = Unsatisfactory 1 = Poor 2 = Fair 3 = Good 4 = Excellent 5 = Outstanding

Unsatisfactory	Delays are jeopardizing the achievement of contract requirements, despite use of Agency resources. Recovery is not likely. If performance cannot be substantially corrected, it constitutes a significant impediment in consideration for future awards.
Poor	Delays require significant Agency resources to ensure achievement of contract requirements.
Fair	Delays require minor Agency resources to ensure achievement of contract requirements.
Good	There are no, or minimal, delays that impact achievement of contract requirements.
Excellent	There are no delays and the vendor has exceeded the agreed upon time schedule.
Outstanding	The vendor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where vendor performance clearly exceeds the performance levels described as "Excellent".

Business Relations

0 = Unsatisfactory 1 = Poor 2 = Fair 3 = Good 4 = Excellent 5 = Outstanding

Unsatisfactory	Response to inquiries and/or technical, service, administrative issues is not effective. If not substantially mitigated or corrected it should constitute a significant impediment in considerations for future awards.
Poor	Response to inquiries and/or technical, service, administrative issues is marginally effective.
Fair	Response to inquiries and/or technical, service, administrative issues is somewhat effective.
Good	Response to inquiries and/or technical, service, administrative issues is consistently effective.
Excellent	Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.
Outstanding	The vendor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where vendor performance clearly exceeds the performance levels described as "Excellent".

Taxpayer Identification Request

ATTACHMENT H

In order for the State of Montana to comply with the Internal Revenue Service regulations, this letter is to request that you complete the enclosed Substitute Form W-9. Failure to provide this information may result in delayed payments or backup withholding. This request is being made at the direction of the Montana Department of Administration, State Accounting Division, in order that the State may update its vendor file with the most current information.

Please return or FAX the Substitute Form W-9 even if you are exempt from backup withholding within (10) days of receipt. Please make sure that the form is complete and correct. **Failure to respond in a timely manner may subject you to a 28% withholding on each payment, or require the State to withhold payment of outstanding invoices until this information is received per Internal Revenue Code 3406(a).**

We are required to inform you that failure to provide the correct Taxpayer Identification Number (TIN) / Name combination may subject you to a \$50 penalty assessed by the Internal Revenue Service under Section 6723 of the Internal Revenue Code.

Only the individual's name to which the Social Security Number was assigned should be entered on the first line.

The name of a partnership, corporation, club, or other entity, must be entered on the first line exactly as it was registered with the IRS when the Employer Identification Number was assigned.

DO NOT submit your name with a Tax Identification Number that was not assigned to your name. For example, a doctor MUST NOT submit his or her name with the Tax Identification Number of a clinic he or she is associated with.

Thank you for your cooperation in providing us with this information. Please return the completed form to:

DNRC Forestry Division
2705 Spurgin Rd
Missoula, MT 59804
406-542-4300

State of Montana
 DNRC Forestry Division
 2705 Spurgin Rd
 Missoula MT 59804



Taxpayer Identification Number (TIN) Verification

Print or Type

Please see attachment or reverse for complete instructions.

<p>Legal Name (as entered with IRS) If Sole Proprietorship, enter your Last, First, MI</p> <hr/> <p>Trade Name If doing business as (DBA) or enter business name of Sole Proprietorship</p> <hr/> <p>Primary Address (for 1099 form) PO Box or Number and Street, City, State, ZIP + 4</p> <hr/> <p>Remit Address (where payment should be mailed, if different from Primary Address) PO Box or Number and Street, City, State, ZIP + 4</p>	<p>Entity Designation (check only one type)</p> <p><input type="checkbox"/> Corporation <input type="checkbox"/> S-Corp <input type="checkbox"/> C-Corp Do you provide medical or legal services? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Individual</p> <p><input type="checkbox"/> Sole Proprietorship</p> <p><input type="checkbox"/> Partnership <input type="checkbox"/> General <input type="checkbox"/> Limited</p> <p><input type="checkbox"/> LLC (for federal tax purposes taxed as) <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation</p> <p><input type="checkbox"/> Estate/Trust</p> <p><input type="checkbox"/> Organization Exempt from Tax (under Section 501 (a)(b)(c)(d)(e))</p> <p><input type="checkbox"/> Government Entity</p> <p><input type="checkbox"/> Other _____</p> <p><input type="checkbox"/> Incorporated</p>
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Taxpayer Identification Number (TIN) (Provide Only One) (If sole proprietorship provide FEIN, if applicable)

Social Security Number	Federal Employer Identification No
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Certification
 Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, AND
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.
3. I am a U.S. person (including a US resident alien).

Printed Name	Printed Title	Telephone Number
Signature		Date

Optional Direct Deposit Information (used at agency discretion) (all fields required to receive electronic payments)
(Must Include a Voided Check, No Direct Deposit Slips Accepted)

Your Bank Account Number	<input type="checkbox"/> Checking <input type="checkbox"/> Savings	Name on Bank Account	Bank Routing No. (ABA)
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THIS IS A:

New Direct Deposit
 Change of Existing
 Additional Direct Deposit
 Email Change Only

Email Address (Please make this LEGIBLE)

If you provide bank information and an email address, we will send a message notifying you when an electronic payment is issued. We will **NOT** share your email address with anyone or use it for any other purpose than communicating information about your electronic payments to you. **If you have questions about completing this form, please call the Warrant Writer Unit at 406-444-3092.**

Instructions for Completing Taxpayer Identification Number Verification (Substitute W-9)

Legal Name As entered with IRS

Individuals: Enter Last Name, First Name, MI
 Sole Proprietorships: Enter Last Name, First Name, MI
 LLC Single Owner: Enter owner's
 Last Name, First Name, MI
 All Others: Enter Legal Name of Business

Trade Name

Individuals: Leave Blank
 Sole Proprietorships: Enter Business Name
 LLC Single Owner: Enter LLC Business Name
 All Others: Complete only if doing business as a D/B/A

Primary Address

Address where 1099 should be mailed.

Remit Address

Address where payment should be mailed. Complete only if different from primary address.

Entity Designation

Check *ONE* box which describes the type of business entity.

Taxpayer Identification Number

LIST ONLY ONE: Social Security Number OR Employer Identification Number. **See "What Name and Number to Give the Requester" at right.**

If you do not have a TIN, apply for one immediately. Individuals use federal form SS-05 which can be obtained from the Social Security Administration. Businesses and all other entities use federal form SS-04 which can be obtained from the Internal Revenue Service.

Certification

You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to furnish your correct

TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, or contributions you made to an IRA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not furnish a TIN to a payer. Certain penalties may also apply.

What Name and Number to Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or Single-Owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole Proprietorship or Single-Owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form	The corporation

8832	
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ **You must show your individual name**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

NOTE: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

1. PAYMENT PROCEDURES:

- (a) All flight time, daily availability and other authorized charges or deductions shall be recorded on a flight use invoice. At the end of each day data shall be reviewed by the State and the Vendor's Representative.
- (b) Approved invoices will be packaged for payment on a semi-monthly basis for submission to the Procurement Officer. The Vendor and State should endeavor to audit the invoices in a timely manner in order to correct deficiencies prior to payment being made. Invoices accumulated during the first half of the month will be processed for payment about the 15th and those accumulated during the last half of the month will be processed about the 1st of the following month.

2. METHOD OF MEASUREMENT AND BASIS OF PAYMENT FOR FLIGHT

Compensation for flight time will be paid at the bid flight rate.

Flight time will be measured in hours and tenths of hours, recorded by a direct reading, electronically-driven hour meter in each helicopter. If the hour meter becomes inoperative or inaccurate, the Pilot in Charge will use clock time of each takeoff and landing.

All flights will be recorded on a Daily Invoice; start and stop times must be recorded. Hour meter readings will be recorded in hours and tenths. Clock times must be converted to hours and hundredths. The Daily Invoice must be approved by a Aircraft Manager at the conclusion of each day.

On days when the aircraft is flown, the pilot will be responsible for recording on the Daily Invoice the following:

1. Flight date.
2. Contract number/name.
3. FAA registration.
4. Contractor name.
5. Incident number and name.
6. Name of pilot.
7. Number of passengers, gallons of water dropped, and pounds of cargo delivered.
8. Location from which flight time for the day commenced and beginning of time.
9. Location at which flight time for the day ended and time flight ended
10. Flight rate
11. Any other items pertinent to the establishing the net sum earned by the Contractor (per diem, etc.)

Each Daily Invoice shall be completed and signed by the Pilot in Charge and the Aircraft Manager. Any erasures or other corrections shall be initialed by the Pilot in charge or the Aircraft Manager as appropriate.

3. FLIGHT TIME MEASUREMENT

- (a) Flight time will begin from the time the aircraft engine is started and end when the aircraft engine is shut down for all operations authorized by the State.
- (b) If mechanical problems are encountered during flight and the mission cannot be continued, the aircraft is considered to be unavailable upon landing. Flight time will continue to be paid to the assigned base, or the contractor's maintenance facility, whichever is closest as determined by the Procurement Officer.

4. PAYMENT FOR FLIGHT

- (a) The State will pay for all flights ordered by the State and flown by the Vendor at the rates set forth in Attachment A. The State does not guarantee any flight time.

- (b) Flight time will be paid for by the State and retardant will not be charged to the Contractor 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.
- (c) No payment will be made for flights when the load of retardant is accidentally or carelessly dropped on non-target areas. In addition the cost to the State of the lost load of retardant will be charged to the contractor and deducted from payments due. All incidents of this nature will be having the final determination made by the Procurement Officer.
- (d) If a dispatch is cancelled after 2-engines are operating, or if ordered for repositioning to or from the retardant loading area (i.e. changes in rotation, going on day off, returning from day off, or refueling out of pit area, or for any needed ramp maintenance) payment will be made at 1/10th of the flight rate and coded appropriately.
- (e) Payment for flight time will be made only when flight is properly ordered by designated personnel. Proficiency flights will be approved by the Procurement Officer or their designee.
- (f) Payment for flights for the benefit of the contractor such as functional check flights, ferrying to and from maintenance facilities, required flight following engine change, or transportation of contractor's support personnel will be discussed with the Procurement Officer prior to the flight.

5. PAYMENT FOR AVAILABILITY

- (a) Payment of availability will be made at the applicable daily rate in Attachment A and will be recorded on the flight invoice as appropriate.
- (b) The State will pay daily availability as specified in the Attachment A minus any reductions due to unavailability. The maximum amount of availability to be earned per day is the daily availability offered amount.
- (c) Daily Availability will be computed for the first 9-hours of scheduled duty.
- (d) The awarded daily availability rate shall include all fixed and variable costs (depreciation, salaries, overnight allowances, overhead, permanent shop facilities, etc.) incurred in providing continuous service exclusive of those costs directly attributed to actual flight.
- (e) Unavailability will be recorded in actual hours and minutes each day. This amount shall be subtracted from the first 9-hours of scheduled duty; availability will be paid for the remainder.

6. PAYMENT FOR EXTENDED STANDBY

- (a) During the period where the flight crew is required to be on standby beyond the first 9-hours required for availability, the Vendor will be paid at \$45.00 per hour (rounded-up to the next full hour) for each authorized flight crew member, plus one-maintenance crew member. Ordered Standby will be recorded on the flight invoice in whole hours with the total availability day not to exceed 14 hours.

7. PAYMENT FOR ADDITIONAL ITEMS

- (a) The Vendor is responsible to initially pay for all costs required for their operations under this solicitation. Charges incurred by the Vendor for aircraft fuel, landing fees, personnel per diem and other approved incidentals are additional to the rates shown on the bid forms and shall be billed separately to the State.
- (b) All charges will require signed, dated receipts for products or services billed.
- (c) Personnel per diem shall be billed at the federal rate quoted for the area.
- (d) Documents for additional items will be package along with flight invoices on a semi-monthly basis.

UNDERSTANDS AND WILL COMPLY

Bidder must acknowledge that they have read, understand, and will comply with each section/subsection listed below by initialing the line to the left of each. If bidder cannot meet a particular requirement, provide a detailed explanation next to that requirement.

- Section 1, General Requirements
- Section 2, Dispatch/Delivery Requirements
- Section 3, Special Terms and Conditions
- Section 4, Specifications and Pricing Schedule
- Section 4.7, Payments
- IFB Checklist