



TEXAS A&M FOREST SERVICE

PURCHASING DEPARTMENT
200 TECHNOLOGY WAY SUITE 1151
COLLEGE STATION, TEXAS 77845-3424

INVITATION FOR BID

IFB NUMBER
IFB-18-008

Aerial Detection Services—North Region

**BID MUST BE RECEIVED BEFORE:
2:00 P.M. CENTRAL STANDARD TIME (CST) on June 7, 2018**

MAIL, HAND DELIVER, AND /OR
FAX (979-458-7387) BID TO:

Texas A&M Forest Service
Purchasing Department
200 Technology Way, Suite 1151
College Station, TX 77845-3424

**Show IFB Number, Opening Date, and Time on Return
Envelope**

NOTE: BID must be time stamped at the Texas A&M Forest Service Purchasing Department before the hour and date specified for receipt of bid.

Sealed bids will be received until the date and time established for receipt.

REFER ALL INQUIRIES TO:

James Polasek, C.P.M.
Buyer III
Texas A&M Forest Service
Purchasing Department
Phone: 979-458-7380
E-mail: jpolasek@tfs.tamu.edu

INVITATION FOR BID – RETURN SEALED BIDS TO:

BIDDER MUST SIGN BELOW

FAILURE TO SIGN WILL DISQUALIFY BID
**By signing this quotation, bidder certifies that if a Texas address is shown as the address of the bidder, bidder qualifies as a Texas Bidder as defined in TAC Rule, Title 34, Part 1, Chapter 20, Sub C, 20.32(68).*

TEXAS A&M FOREST SERVICE
PURCHASING DEPARTMENT
200 TECHNOLOGY WAY STE 1151
COLLEGE STATION TX 77845-3424
PHONE 979-458-7380 FAX 979-458-7387

 AUTHORIZED SIGNATURE

BID OPENING: June 7, 2018
@ 2:00 p.m. CST

 PRINT OR TYPE NAME DATE

IMPORTANT NOTICE:
IF BIDDING EACH BID MUST BE PLACED IN A SEPARATE ENVELOPE WITH BID OPENING DATE AND BID NUMBER ANNOTATED IMMEDIATELY BELOW RETURN ADDRESS ON SEALED BID ENVELOPE.

BID NO: IFB-18-008

 TITLE

QUOTE F.O.B. DESTINATION, FREIGHT PREPAID AND ALLOWED UNLESS OTHERWISE STATED WITHIN THE SPECIFICATIONS

 VENDOR ID NUMBER
(SEE INSTRUCTIONS 1.7 ON LAST PAGE FOR VENDOR ID NUMBER)

 DESTINATION OF GOODS

 COMPANY NAME

Texas A&M Forest Service
Multi-County Area in Northeast Texas
(See Attachment B)

 ADDRESS

BIDDER AGREES TO COMPLY WITH ALL CONDITIONS TO THIS IFB.

 CITY STATE Zip

 PHONE FAX

 E-MAIL

Item	Description	Quantity	UOM	Unit Price	Ext Price
	<p>When mailing in bids, bid number and bid opening date must be indicated on the lower left corner of the envelope.</p> <p>Faxed bids will be accepted only at the number indicated at the top of this form.</p> <p>Class and Item Code: 905-03</p> <hr/> <p style="text-align: center;">DETERMINATION OF SUBCONTRACTING OPPORTUNITIES</p> <p>The TFS has reviewed this IFB in accordance with Texas Government Code 2161.252 and TAC 111.14(a) and has determined that subcontracting opportunities are not probable under this contract. Accordingly, a HUB Subcontracting Plan (HSP) is not required.</p> <hr/> <p><u>GENERAL</u></p> <p>Cynthia Foster may be e-mailed at cfoster@tfs.tamu.edu or telephoned, 979-458-7345 for clarification of technical specifications only. James Polasek, C.P.M. may be e-mailed at jpolasek@tfs.tamu.edu or telephoned, 979-458-7380 for general questions regarding this Invitation For Bid (IFB).</p> <p>No authority is intended or implied that specifications may be changed or amended except as authorized by written addendum from the Texas A&M Forest Service (TFS) Purchasing Department.</p>				

- Check below to claim preference under TAC Rule 20.38
- Supplies, materials or equipment; produced in TX/offered by TX bidder*
 - Agriculture products produced or grown in TX
 - Agriculture products and services offered by TX bidder
 - USA produced supplies, materials or equipment
 - Products of persons with mental or physical disabilities
 - Vendors that meet or exceed air quality standards
 - Goods produced or offered by service-disabled veterans
 - Manufacturer that has recycle program for computer equipment

- Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- Energy efficient products
- Rubberized asphalt paving material
- Recycled motor oil and lubricants
- Products produced at facilities located on formerly contaminated property
- Products and services from economically depressed or blighted areas
- Contractor providing foods of higher nutritional value

Delivery in _____ days Cash Discount _____ % _____ days

TEXAS A&M FOREST SERVICE
 PURCHASING DEPARTMENT
 200 TECHNOLOGY WAY STE 1151
 COLLEGE STATION TX 77845-3424
 PHONE 979-458-7380 FAX 979-458-7387

BID OPENING: June 7, 2018 @ 2:00 p.m. CST

BID NO: IFB-18-008

VENDOR: _____

Item	Description	Quantity	UOM	Unit Price	Ext Price
	<p>Responses to inquiries, which directly affect an interpretation or change to this IFB, will be issued in writing by addendum. Only inquiries which are replied to by formal written addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect.</p> <p>NOTICE: THE DEADLINE FOR WRITTEN QUESTIONS IS FRIDAY, JUNE 1st at 2:00 P.M. CENTRAL STANDARD TIME (CST).</p> <p>SHOULD AN ADDENDUM BE REQUIRED, IT WILL BE ISSUED BY TUESDAY JUNE 5th @2:00 P.M. CENTRAL STANDARD TIME (CST).</p> <p>SCOPE</p> <p>By means of this IFB, it is the intention of the TFS to acquire bids for a Blanket Order award for the contracting of aerial detection services for the patrol and detection of wildfire, insect, and disease, and other related aerial services. Any quantities referenced (other than the guaranteed minimum flight hours per each contract period as stipulated in Attachment A) are estimates only and do not constitute a guarantee of purchase of any additional amount greater than the guaranteed amount.</p> <p>TERMS AND CONDITIONS</p> <p>A. Any award made and any purchase order issued under this Blanket Order IFB shall be on an “as needed basis” per telephone request as per requirements of Attachment A.</p> <p>B. All services will be provided in accordance with all specifications, terms and conditions, and other requirements of this IFB, including Attachment A (Requirements and Specifications) and Attachment B (Map of Operational Area).</p> <p>C. Notice of award to successful bidder will be by means of a letter of award. Upon award, the letter of award, this IFB including Attachments, any purchase order(s) issued against the award, and any approved renewals and amendments will serve as instruments of contract between the TFS and the awarded vendor. Other representations or oral statements shall not be binding and shall have no legal cause or effect.</p> <p>D. The contract period for the award of this Blanket Order will be from September 1, 2018 through August 31, 2019 and may be renewed for up to four (4) additional one (1)-year periods beginning on September 1st and ending August 31st of each additional renewal period. Any renewal(s) are contingent upon written approval by the TFS and the awarded vendor prior to the expiration date of the contract period preceding any renewal period.</p> <p>E. A response to this IFB is an offer to contract based on the terms, conditions, and specifications contained herein. Bids do not become contracts until they are accepted through a TFS purchase order. The contract shall be governed, construed, and interpreted under the laws of the State of Texas. The factors listed in Section 51.9335 Texas Education Code shall also be considered in</p>				

TEXAS A&M FOREST SERVICE
 PURCHASING DEPARTMENT
 200 TECHNOLOGY WAY STE 1151
 COLLEGE STATION TX 77845-3424
 PHONE 979-458-7380 FAX 979-458-7387

BID OPENING: June 7, 2018 @ 2:00 p.m. CST

BID NO: IFB-18-008

VENDOR: _____

Item	Description	Quantity	UOM	Unit Price	Ext Price
	<p>making an award when specified. Any legal actions must be filed in Brazos County, Texas.</p> <p>F. The TFS reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of the TFS and to reject any and all bid items at the sole discretion of the TFS. The TFS also reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interest of the TFS. The TFS shall be sole judge of “the best interest of the TFS”.</p> <p>G. This IFB does not commit the TFS to award a contract, issue a purchase order, or pay any cost incurred by a vendor in the preparation of a bid in response to this IFB.</p> <p>H. Upon award of bid, this IFB, awarded vendor’s response, and subsequent Purchase Order/s will serve as instruments of contract between the awarded vendor and the TFS.</p> <p>I. The TFS reserves the right to cancel this contract at any time, and without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature, or are not otherwise made available, or for any other unforeseen cause that may occur.</p> <p>J. This contract will be done in accordance with all specifications, terms and conditions, and requirements of this IFB. The TFS will decide all questions which may arise as to the interpretation of specifications, quality, quantity, and acceptability of goods furnished or work performed. If the contract is for services, TFS will decide the manner of performance and the rate of progress of work and the acceptable fulfillment of the services on the part of the vendor.</p> <p>K. This contract is subject to any constitutional or statutory limitations upon the TFS as an agency of the State of Texas.</p> <p>L. The TFS is committed to maintaining an alcohol and drug-free workplace. Possession, use, or being under the influence of alcohol or controlled substances by vendor or vendor’s employees while in the performance of any service performed for the TFS is prohibited. Violation of this requirement shall constitute grounds for cancellation of the contract.</p> <p>M. In the performance of the specified work awarded vendor shall comply with all applicable Federal and State laws including, but not limited to laws governing labor, equal employment opportunity, safety, environmental protection, and materials used in the work.</p> <p>N. Unacceptable vendor performance and/or failure of vendor to comply with specifications, terms and conditions or any other requirements stipulated herein will constitute a breach of contract and will result in the contract becoming subject to cancellation by the TFS. Written notice from the TFS to the vendor of such cancellation will result in the contract becoming voided and canceled immediately thereupon, without penalty to the TFS.</p> <p>O. If the vendor defaults on the contract, TFS reserves the right to cancel the contract without notice and either re-solicit or re-award the contract to the next best value bidder originally responding to the IFB. The defaulting vendor will not be considered in the re-solicitation and may not be considered in future solicitations for the</p>				

TEXAS A&M FOREST SERVICE
 PURCHASING DEPARTMENT
 200 TECHNOLOGY WAY STE 1151
 COLLEGE STATION TX 77845-3424
 PHONE 979-458-7380 FAX 979-458-7387

BID OPENING: June 7, 2018 @ 2:00 p.m. CST

BID NO: IFB-18-008

VENDOR: _____

Item	Description	Quantity	UOM	Unit Price	Ext Price
	<p>same type of work unless the specifications or scope of work is significantly changed.</p> <p>P. Authorized Relief From Performance (Force Majeure) -- The TFS may grant relief from performance of the contract if the vendor is prevented from compliance and performance by the act of war, order of legal authority, act of God, or other unavoidable causes not attributable to the fault or negligence of the contractor. The burden of proof for the need of such relief shall rest upon the vendor. To obtain release based on Force Majeure, the vendor must file a written request to the TFS.</p> <p>Q. Suspension, Debarment, and Terrorism -- Bidder certifies that the bidding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that bidder is in compliance with the State of Texas Statutes and Rules relating to procurement and that bidder is not listed on the Federal Government's Terrorism Watch List as described in Executive Order 13224. Entities ineligible for federal procurement are listed at https://www.sam.gov/portal/public/SAM/</p> <p>R. Additional Quantities -- The TFS reserves the right to purchase additional quantities of the equipment listed herein. Orders for additional equipment shall be made by TFS Purchase Order and shall be made within six (6) months of award of this bid. Bidders shall hold price firm during this period. Additional quantities ordered shall be subject to the same terms, conditions and pricing of the initial bid response.</p> <p>S. Inter-Agency Agreement -- Successful bidder agrees to extend prices and terms to all entities who have entered or will enter into joint purchasing inter-agency cooperation agreement(s) with the Texas A&M Forest Service.</p> <p>T. Bid Submittal Prices -- Annual Blanket Purchase Order(s) bid submittal prices shall remain firm for <u>60</u> days from bid opening date to allow adequate time for bid evaluation process.</p> <p>Note: This term/condition <u>supersedes</u> TFS "standard" terms and conditions stated in item #1.6 (last bid page), i.e. cancels out "firm for TFS acceptance for <u>30</u> days from opening date".</p> <p>U. Quality -- The vehicles or equipment furnished under these specifications shall be of quality workmanship and material. The bidder represents that all vehicles or equipment offered under these specifications shall be new, current production model. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, OR DISCONTINUED MODELS ARE NOT ACCEPTABLE.</p> <p>V. Vendor Certification -- Vendor hereby certifies that the network hardware or software, <u>as applicable</u>, procured or leased under this contract, has undergone independent certification testing for known and relevant vulnerabilities in accordance with section 2059.060 of the Texas Government Code.</p> <p>W. Renewals -- Any renewals will be under the same requirements, terms and conditions as those of the original agreement documents. Only changes that are permitted within the scope of the originally awarded agreement may be considered in any renewal.</p>				

TEXAS A&M FOREST SERVICE
 PURCHASING DEPARTMENT
 200 TECHNOLOGY WAY STE 1151
 COLLEGE STATION TX 77845-3424
 PHONE 979-458-7380 FAX 979-458-7387

BID OPENING: June 7, 2018 @ 2:00 p.m. CST

BID NO: IFB-18-008

VENDOR: _____

Item	Description	Quantity	UOM	Unit Price	Ext Price
	<p>X. Escalation Clause – Upon renewal of the agreement only, the monthly rental rate may be increased or decreased by the percentage (not to exceed 5%) of change in the Consumers Price Index for Urban Wage Earners and Clerical Workers (CPI-W, U.S. City Average) published by the United States Department of Labor Statistics. For the first renewal, the baseline index will be the month and year that the initial lease is effective. In subsequent renewal years, the baseline index will be the month and year that the current renewal took effect. The percentage will be calculated by the change in the index from the appropriate baseline to three-months prior to the expiration date.</p> <p>Y. Vendor References – <i>If requested</i>, bidder will be required to submit Vendor References for current or past comparable work/service provided in the quality and scope of that specified in this IFB.</p> <p>Z. Public Disclosure</p> <p>(a) Bidder acknowledges that Texas A&M Forest Service is obligated to strictly comply with the Public Information Act, Chapter 552, <i>Texas Government Code</i>, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.</p> <p>(b) Upon Texas A&M Forest Service’s written request, bidder will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under chapter 552, Texas Government Code, to Texas A&M Forest Service in a non-proprietary format acceptable to Texas A&M Forest Service. As used in this provision, “public information” has the meaning assigned Section 552.002, <i>Texas Government Code</i>, but only includes information to which Texas A&M Forest Service has a right of access.</p> <p>(c) Bidder acknowledges that Texas A&M Forest Service may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), <i>Texas Government Code</i>.</p> <p>AA. HUB – Historically Underutilized Businesses</p> <p>All agencies of the State of Texas are required to make a good faith effort to utilize Historically Underutilized Businesses (HUBs) in procurements for commodities and services. It is the intention of the State of Texas and the Texas A&M Forest Service (TFS), as a good faith effort, to encourage the use of Historically Underutilized Businesses (HUBs) in all prime contracts, subcontracts, and purchasing transactions. TFS initiatives are to our prime contractors and core suppliers to achieve these ends through race, ethnic, and gender-neutral means. All procurements exceeding \$100,000 for either goods and/or services must include a completed State of Texas HUB Subcontracting Plan (HSP) submitted by vendor/contractor.</p> <p>FEDERAL LAWS AND REGULATIONS</p> <p>A. Federal Laws and Regulations – By submitting a signed response to this IFB, the vendor certifies that vendor is fully informed about and in full compliance – with vendor’s obligations under existing</p>				

TEXAS A&M FOREST SERVICE
 PURCHASING DEPARTMENT
 200 TECHNOLOGY WAY STE 1151
 COLLEGE STATION TX 77845-3424
 PHONE 979-458-7380 FAX 979-458-7387

BID OPENING: June 7, 2018 @ 2:00 p.m. CST

BID NO: IFB-18-008

VENDOR: _____

Item	Description	Quantity	UOM	Unit Price	Ext Price
	<p>applicable laws and regulations including, but not limited to:</p> <ul style="list-style-type: none"> • Title VI of the Civil Act of 1964, as amended (42 USC 2000 (D)); • Civil Rights Act of 1991; • Executive Order 11246, as amended (41 CFR 60-1 and 60-2); • Vietnam Era Veterans Readjustment Act of 1974, as amended (41CFR 60-250); • Rehabilitation Act of 1973, as amended (41CFR 60-741); • Age Discrimination Act of 1975 (42 USC 6101et seq.); • Non-segregated Facilities (41CFR 60-1); • Drug-Free Workplace Act of 1988 (PL 100-690); • Federal Procurement or Non-procurement Programs (Executive Order 12549 and 12689); • Bryd Anti-Lobbying Amendment (31 USC 1352); • Clean Air Act of 1970 (42 USC 7401 et seq.); • Federal Water Pollution Control Act (33 USC 1251 et seq.); • Omnibus Reconciliation Provision, Section 952; • Fair Labor Standards Act of 1938, Sections 6, 7 and 12 as amended; • Americans with Disabilities Act of 1990 (42 USC 12101 et seq.); • Immigrations Reform and Control Act of 1986; • Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantage Individuals (PL 96-507); • Federal Occupational Safety and Health Law (PL 91-595) including its regulations in effect or proposed as of the date of the agreement; and • All other laws and regulations and executive orders as are applicable. <p>B. OSHA Statement – Vendor represents and warrants that all articles and services covered by this document meet or exceed the safety standards established and promulgated under Federal Occupational Safety and Health Law (Public Law 91:596) and its regulations in effect or proposed as of the date of this document.</p> <p>C. Certification of Non-segregated Facilities of Equal Employment Opportunities Compliance – If this transaction exceeds \$10,000 or if the seller anticipates or has a history of exceeding \$10,000 in sales to the Texas A&M Forest Service within any continuous twelve (12) month period, the acceptance of this document will signify their compliance with the provisions of Section 202 of Executive Order no. 11246 pertaining to Equal Employment Opportunities effective September 24, 1965 and its amendment Executive Order no. 11375 effective October 13, 1967 insofar as Section 202 is affected by changing the word “creed” to “religion” and by adding the word “sex”. The signing will also service as written affirmation of the following Certification of Non-segregated Facilities. By the acceptance of this document, the bidder, offeror, applicant or subcontractor certifies that they do not maintain or provide for their employees any segregated facilities at any of their</p>				

TEXAS A&M FOREST SERVICE
 PURCHASING DEPARTMENT
 200 TECHNOLOGY WAY STE 1151
 COLLEGE STATION TX 77845-3424
 PHONE 979-458-7380 FAX 979-458-7387

BID OPENING: June 7, 2018 @ 2:00 p.m. CST

BID NO: IFB-18-008

VENDOR: _____

Item	Description	Quantity	UOM	Unit Price	Ext Price
	<p>establishments, and that they do not permit their employees to perform their services at any location under their control, where segregated facilities are maintained. They certify further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform services at any location under their control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification the term “segregated facilities” means any waiting room, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or otherwise. They further agree that (except where they have obtained identical certifications from proposed subcontractors for specific time periods) they will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, that they will retain such certifications in their files and that they will forward the following notice to such subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).</p> <p>Notice to Prospective Subcontractors of Requirement for Certification of Non-segregated Facilities: A Certification of Non-segregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or all subcontracts during a period (i.e., quarterly, semiannually, or annually).</p> <p>Note: The penalty for making false statements in offers is prescribed in 18 U/S.C. 1001.</p> <p>D. Affirmative Action Compliance – In addition to the above certification, if this transaction exceeds \$50,000 the seller must have included as part of the bid a copy of their written Civil Rights “Affirmative Action Compliance Program”. If the bidder is not required to have such a written program, they must have so stated on the bid form indicating the reason it is not required. Paragraph 60.741.4 of Title 41 of Part 60-741 Affirmative Action Obligations of Contracts and Subcontracts for Handicapped Workers is incorporated by reference for all contracts of \$3,500 or greater.</p> <p>E. This contract for goods and/or services incorporates by reference the equal employment opportunity clause provisions of Executive Order no. 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; and the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended; and all regulations and relevant orders of the U.S. Secretary of Labor.</p> <p>F. Awarded vendor shall comply with any applicable federal, state, and local laws and regulations in performing its operations under any awarded contract.</p>				

TEXAS A&M FOREST SERVICE
 PURCHASING DEPARTMENT
 200 TECHNOLOGY WAY STE 1151
 COLLEGE STATION TX 77845-3424
 PHONE 979-458-7380 FAX 979-458-7387

BID OPENING: June 7, 2018 @ 2:00 p.m. CST

BID NO: IFB-18-008

VENDOR: _____

Item	Description	Quantity	UOM	Unit Price	Ext Price
	<p>G. Signing this IFB with a false statement is a breach of contract and shall void the submitted bid or any resulting award.</p> <p><u>RIGHT TO AUDIT</u></p> <p>At any time during the term of this contract and for a period of four (4) years thereafter the Texas A&M Forest Service, the State of Texas, the Comptroller of the United States, the federal agency awarding a grant to the Texas A&M Forest Service which funds this procurement in whole or in part, or duly authorized audit representatives of these entities, at their own expense and at reasonable times, reserves the right to have access to, and to incrementally audit, awarded vendor's records that are related to this contract. In the event such an audit by one or more of these entities reveals any errors and/or overpayments by Texas A&M Forest Service, awarded vendor shall refund Texas A&M Forest Service the full amount of such overpayments within thirty (30) days of such audit findings, or Texas A&M Forest Service at its option, reserves the right to deduct such amounts owed to Texas A&M Forest Service from any payments due to awarded vendor.</p> <p><u>BASIS OF AWARD</u></p> <p>A. Award Criteria – The evaluation of bid responses will include but is not limited to pricing, delivery, the extent of which the goods or services meet the needs of the TFS and any other factors the TFS deems relevant.</p> <p>B. The TFS must be confident that the bidder's response will meet needs of the TFS. TFS will evaluate and make the award to the bid that is determined to be the best value to the agency based on the criteria listed below.</p> <p>Evaluation Criteria:</p> <ul style="list-style-type: none"> • Pricing • The quality, reliability, and availability of the goods and services • The extent to which the goods or services meet the agency's needs • Delivery (specifically including bidder's ability to meet "Flight Scheduling" as specified in Section 5.3 of Attachment A); • Indicators of probable vendor performance under the contract such as past vendor performance, the vendor's financial resources and ability to perform, the vendor's experience and demonstrated capability and responsibility; and • Location of bidder's "base of operation" and normal location of aircraft and pilots that will be utilized under the contract. <p>C. If bidder submits product or service literature and specifications TFS reserves the right to decide if items offered are equivalent to those specified. TFS alone shall determine "best value" to the agency and TFS' judgment in this regard shall be considered final.</p> <p>D. The TFS reserves the right to reject any and all bids, waive any technicalities.</p> <p>E. By submitting a bid in response to this IFB, bidder agrees to this evaluation and award process and further accepts TFS' judgment and decision of award.</p>				

TEXAS A&M FOREST SERVICE
 PURCHASING DEPARTMENT
 200 TECHNOLOGY WAY STE 1151
 COLLEGE STATION TX 77845-3424
 PHONE 979-458-7380 FAX 979-458-7387

BID OPENING: June 7, 2018 @ 2:00 p.m. CST

BID NO: IFB-18-008

VENDOR: _____

Item	Description	Quantity	UOM	Unit Price	Ext Price
	<p><u>BID PRICE REQUIREMENTS</u></p> <p>A. As an agency of the State of Texas, the TFS is exempt from the State Sales Tax and Federal Excise Tax. Do not include taxes in your bid unless otherwise specified in the IFB.</p> <p>B. Bid price is to be submitted on an hourly rate basis (including pilot) only. Only one flat rate, per hour “unit price” bid is acceptable.</p>				

TEXAS A&M FOREST SERVICE
 PURCHASING DEPARTMENT
 200 TECHNOLOGY WAY STE 1151
 COLLEGE STATION TX 77845-3424
 PHONE 979-458-7380 FAX 979-458-7387

BID OPENING: June 7, 2018 @ 2:00 p.m. CST

BID NO: IFB-18-008

VENDOR: _____

Item	Description	Quantity	UOM	Unit Price	Ext Price
1	<p><u>ITEM/BID</u></p> <p>Aerial detection services utilizing single engine aircraft furnished with qualified pilot as per all specifications, requirements, terms, and conditions herein stipulated.</p> <p>TERMS AND CONDITIONS: FOLLOWING ITEMS APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF BID ANY EXCEPTIONS THERETO MUST BE IN WRITING</p> <p><u>ATTACHMENTS</u> Attachment A - Requirements and Specifications (19 pages) Attachment B - Map of Operational Area</p> <p><u>Notice: Bidders are cautioned to carefully read all parts of this bid invitation and to ensure all requested bidder information is completed.</u></p>	N/A	per hr	\$ _____	

**TEXAS A&M FOREST SERVICE
TERMS AND CONDITIONS**

1. **BIDDING REQUIREMENTS**
 - 1.1 Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
 - 1.2 Bidders must price per unit shown. Unit prices shall govern in the event of extension errors.
 - 1.3 Bids should be submitted on this form. Any alternations to the original format and content of this form will result in the disqualification of bid.
 - 1.4 Late and/or unsigned bids will not be considered under any circumstances. Person signing bid must have the authority to bind the firm in a contract.
 - 1.5 Quote F.O.B. destination, freight prepaid and allowed unless otherwise stated within the specifications.
 - 1.6 Bid prices are requested to be firm for TFS acceptance for 30 days from opening date. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.
 - 1.7 Bids should give Payee ID Number, full firm name and address of bidder on the face of this form. Enter in the space provided, if not shown. The Payee ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas.
 - 1.8 Bid cannot be altered or amended after opening time. Any alterations made before opening time should be initiated by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by TFS Purchasing Office based on a written acceptable reason.
 - 1.9 Purchases made for TFS are exempt from the State Sales tax and Federal Excise tax. Do not include tax in quotation. Excise Tax Exemption Certificate will be furnished by TFS upon request.
 - 1.10 TFS reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the TFS.
 - 1.11 The telephone number for FAX submission of bid is (979) 458-7387. This is the only number that will be used for the receipt of bids. TFS shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered.
2. **SPECIFICATIONS**
 - 2.1 Catalogs, brand names or manufacture's references are descriptive only, and indicate type and quality desired. Bids on brands of like nature and quality will be considered, unless advertised as a Proprietary Purchase in accordance with TAMU Procurement Code Section 1 (b) and TFS Purchasing Procedures, Section 4.13. If bidding on other than references, bid should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered is requested to be made part of the bid. Failure to take exception to specifications/reference data will require bidder to furnish specified brand names, numbers, etc.
 - 2.2 Unless otherwise specified, items shall be new and unused and of current production.
 - 2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
 - 2.4 Samples, when requested, must be furnished free of expense to TFS. If not destroyed in examination, they will be returned to the bidder, upon request, at bidder's expense. Each sample should be marked with bidder's name and address, and Purchase Order number. Do not enclose in or attach bid to sample.
 - 2.5 TFS will not be bound by any oral statement or representation contrary to the written specifications of this Invitation For Bid (IFB).
 - 2.6 Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.
3. **TIE BIDS**

Awards will be made in accordance with TAC Rule 20.36 (b) (3) and 20.38 (preferences).
4. **DELIVERY**
 - 4.1 Show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.
 - 4.2 If delay is foreseen, vendor shall give written notice to TFS. Vendor must keep TFS advised at all times of order status. Default of promised delivery (without accepted reasons) or failure to meet specifications authorizes TFS to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.
 - 4.3 No substitutions permitted without TFS written approval.
 - 4.4 Delivery shall be made during normal working hours only, unless prior approval has been obtained from TFS.
 - 4.5 Each shipment must be accompanied by a packing slip which shows the TFS Purchase Order number and the description, quantity shipped and any back-ordered quantity for each item shipped. Each package must be clearly marked with the destination address and TFS Purchase Order number.
5. **INSPECTION AND TESTS**

All goods will be subject to inspection and test by TFS. Authorized TFS personnel shall have access to any supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular

- shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the TFS' option, will be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of acceptance.
6. **AWARD OF CONTRACT**

A response to this IFB is an offer to contract based upon the terms, conditions and specifications contained herein. Bids do not become contracts until they are accepted through a TFS purchase order. The contract shall be governed, construed and interpreted under the laws of the State of Texas, and as same may be amended. Any legal actions must be filed in Brazos County, Texas.
 7. **PAYMENT**

Vendor shall submit one (1) copy of an itemized invoice showing TFS Purchase Order number. TFS will incur no penalty for late payment if made in 30 or fewer days from receipt of goods or services and an untested invoice. **TFS will not be liable for payment of invoices received six (6) or more months after receipt of goods/services.**
 8. **PATENTS OR COPYRIGHTS**

Vendor agrees to protect the TFS from claims involving infringement of patents or copyrights.
 9. **VENDOR ASSIGNMENTS**

Vendor hereby assigns to TFS any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967). Inquiries pertaining to quotation must give the quotation number and opening date.
 10. **BIDDER AFFIRMATION**

Signing this bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:

 - 10.1 The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted quotation.
 - 10.2 The bidder is not currently delinquent in the payment of any franchise tax owed the State of Texas.
 - 10.3 Neither the bidder nor the firm, corporation, partnership or institution represented by the bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State, or the Federal Antitrust Laws, (see Section 9 above) nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
 - 10.4 Pursuant to Section 2155.004(a) Government Code the bidder has not received compensation for participation in the preparation of the specification for this IFB.
 - 10.5 Pursuant to Section 231.006 (d), Family Code, re: child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
 - 10.6 Pursuant to Section 2155.004(b) Government Code the bidder certifies that the individual or business entity name in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
 - 10.7 The Contractor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution of performance of this contract.
 - 10.8 Bidder agrees that any payment due under this contract will be applied towards eliminating any debt or delinquency, regardless of when it arises, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
 - 10.9 Bidder certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, bidder will complete the following information in order for the bid to be evaluated:
Name of Former Executive: _____
Name of State Agency: _____
Date of Separation from State Agency: _____
Position with Bidder: _____
Date of Employment with Bidder: _____
 - 10.10 Bidder agrees to comply with Government Code 2155.4441, pertaining to service contract use of products in the State of Texas.
 - 10.11 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records

- requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.
11. **BUSINESS OWNERSHIP**

Pursuant to Section 231.006 (c), Family Code, quotation must include name and Social Security Number of each person with at least 25% ownership of the business entity submitting the quotation. Bidders that have pre-registered this information on the TPASS Centralized Master Bidders List have satisfied the requirement. If not pre-registered, attach name & social security number for each person. Otherwise, information must be provided prior to award.
 12. **NOTE TO BIDDER**

Any terms and conditions attached to a bid will not be considered. Such terms and conditions may result in disqualification of the bid.
 13. **ALTERNATIVE DISPUTE RESOLUTION**

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by Texas A&M Forest Service and the Contractor to attempt to resolve any claim for breach of contract made by the contractor:

 - (a) A contractor's claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Texas Government Code. To initiate the process, the contractor shall submit written notice, as required by subchapter B, to Robby DeWitt, Associate Director for Finance and Administration. Said notice shall specifically state the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall be given to all other representatives of Texas A&M Forest Service and the contractor otherwise entitled to notice under the parties' contract. Compliance by the contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, Texas Gov't Code.
 - (b) The contested case process provided in Chapter 2260, subchapter C, of the Texas Government Code is the contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by Texas A&M Forest Service, if the parties are unable to resolve their disputes under this subparagraph (A).
 - (c) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by Texas A&M Forest Service nor any other conduct of any representative of Texas A&M Forest Service relating to the contract shall be considered a waiver of sovereign immunity to suit.
 - (1) The submission, processing, and resolution of the contractor's claim is governed by the published rules adopted by the Office of the Attorney General of the State of Texas pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found under Title 1, Part 3, Chapter 68 of the TAC.
 - (2) Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the contractor, in whole or in part.
 - (3) The designated individual responsible on behalf of Texas A&M Forest Service for examining any claim or counterclaim and conducting any negotiations related thereto as required under Title 10, Subchapter B, Section 2260.052 of the Texas Government Code shall be Robby DeWitt, Associate Director for Finance and Administration (979) 458-7300.
 14. **PUBLIC DISCLOSURE**
 - (a) Bidder acknowledges that Texas A&M Forest Service is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.
 - (b) Upon Texas A&M Forest Service's written request, bidder will provide specified public information exchanged or created under this Agreement that is not otherwise exempted from disclosure under chapter 552, Texas Government Code, to Texas A&M Forest Service in a non-proprietary format acceptable to Texas A&M Forest Service. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which Texas A&M Forest Service has a right of access.
 - (c) Bidder acknowledges that Texas A&M Forest Service may be required to post a copy of the fully executed Agreement on its internet website in compliance with Section 2261.253(a)(1), Texas Government Code.
 15. **REHAB ACT, VEVRRA, SECTION 503**

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

ATTACHMENT A
Aerial Detection Services
Requirements and Specifications

- 1. GENERAL REQUIREMENTS**
 - 1.1 Scope of Contract
 - 1.2 Certification and Operations
 - 1.3 Insurance Requirements
 - 1.4 Hold Harmless
 - 1.5 Texas A&M Forest Service Furnished Property

- 2. AIRCRAFT REQUIREMENTS**
 - 2.1 Aircraft General
 - 2.2 Aircraft Equipment
 - 2.3 Aircraft Avionics
 - 2.4 Aircraft Maintenance

- 3. PERSONNEL SPECIFICATIONS**
 - 3.1 Pilot Requirements
 - 3.2 Mechanical Requirements
 - 3.3 Personal Protective Equipment
 - 3.4 Flight Duty Limitations

- 4. FLIGHT AND GROUND OPERATIONS**
 - 4.1 Contractor Responsibility
 - 4.2 Pilot Authority and Responsibility
 - 4.3 Substitution of Aircraft and/or Personnel
 - 4.4 Rejection of Pilot
 - 4.5 Accidents and Incidents
 - 4.6 Special Safety Requirements
 - 4.7 Safety and Accident Prevention

- 5. CONTRACT ADMINISTRATION**
 - 5.1 Base of Operation
 - 5.2 Ordered Availability Period(s)
 - 5.3 Flight Scheduling
 - 5.4 Unavailability and Substitutions
 - 5.5 Payment For Flight Time
 - 5.6 Cancellations
 - 5.7 Payment Procedures
 - 5.8 Final Payment
 - 5.9 Allowed Adjustments to Aircraft Hourly Rates
 - 5.10 Dispute Resolution
 - 5.11 Governing Law

- 6. MISHAPS**
 - 6.1 Definitions
 - 6.2 Mishap Reporting
 - 6.3 Mishap Investigation
 - 6.4 Property and Personal Damage

- 7. DEFINITIONS OF CONTRACT TERMS**

1. GENERAL REQUIREMENTS

1.1 SCOPE OF CONTRACT

1.1.1 The intent of this contract is to provide aerial detection of wildfire, insect, and disease, and other related aerial services to the Texas A&M Forest Service (TFS), with fully operational aircraft operated by fully qualified personnel and equipped to meet specifications for use in administration of Public and Private Lands. The aircraft solicited are single engine at or below 12,500 lbs takeoff gross weight and utilizing four passenger seats or less excluding the pilot's seats. The contract will be awarded for the area identified in Section 1.1.4. The Contractor is required to have a **minimum of four (4) primary, single-engine aircraft** meeting the specifications for use under this contract.

1.1.2 Generally, all aircraft furnished will be used in, around and over typical East Texas terrain. The aircraft missions will include but are not limited to: fire support - detection and reconnaissance, insect detection, surveys, passenger transport from point to point, administrative, and other land resources applications. If a mission is requested outside the typical East Texas terrain it is the responsibility of the contractor to determine the suitability and capability of the aircraft and contractor personnel to perform the mission.

NOTE: Single engine aircraft will only be operated under daytime Visual Flight Rules.

1.1.3 The TFS has interagency and cooperative agreements with other State agencies and Federal agencies including the National Forest and Grasslands in Texas, National Park Service, and Fish and Wildlife Service. Aircraft may be dispatched under this TFS contract for such cooperative use.

1.1.4 Description and Location - The normal operational area covered under this contract is within the following Dispatch Centers:

Linden Dispatch Center - Comprised of Lamar, Red River, Bowie, Delta, Hopkins, Franklin, Titus, Morris, Camp, Cass, Rains, Wood, Rusk, Upshur, Marion, Smith, Gregg, Harrison and Panola Counties, Texas

Lufkin Dispatch Center - Comprised of Van Zandt, Henderson, Navarro, Freestone, Limestone, Anderson, Cherokee, Nacogdoches, Shelby, San Augustine, Sabine, Angelina, Houston, Trinity, Madison and Leon Counties, Texas

NOTE: The operational area may be changed by the TFS AMO or the Dispatcher to cover additional area(s).

1.1.5 During the contract period, aircraft patrols will be needed on short notice for the purpose of detecting wildfire. Contractor must have a minimum of Four (4) single-engine aircraft with pilots available at all times under this contract. No more than Four (4) aircraft will be flown simultaneously under normal conditions for the detection of fire. Weather and other factors dictate scheduling of fire detection aircraft. Fires may occur in any and every month of the year. This is not inclusive of insect, disease, or fire scouting flights.

1.1.6 If required and ordered by TFS, aircraft and pilots may be used for detection and other aerial services which may or may not be within the normal operational area and which may require

overnight travel. In the event of TFS ordered overnight travel, the Contractor will be reimbursed by TFS for actual cost of all travel (meals and lodging) expenses at a rate not to exceed the State of Texas per diem rate as published in the most current State of Texas Travel Regulations for State employees. Contractor will bill these expenses on a separate line item on Contractor's monthly invoice and include copies of receipts for all travel expenses claimed.

1.1.7 During severe fire weather and other extreme conditions, **the TFS may request the Contractor to furnish aircraft and pilots in addition to the minimum amounts referenced in Sections 1.1.1 and 1.1.5.** If Contractor agrees to furnish additional aircraft and pilots, any additional aircraft and pilots must meet all requirements as stipulated within all parts of Sections 1, 2, 3, 4, and 5, as applicable. Furthermore, any **additional aircraft and pilots must be furnished at the same hourly rates originally awarded to the Contractor by aircraft type.**

1.1.8 Flight Path - Flight paths will be determined by TFS Dispatch, based on operational needs.

1.2 CERTIFICATION AND OPERATIONS

1.2.1 GENERAL (Point-To-Point and Special Use)

1.2.1.1 Contractors must maintain a current certification under Federal Aviation Regulations (FAR), Title 14 of the Code of Federal Regulations (CFR), Part 135 (Commuter and On-Demand Operations) for multiple aircraft and multiple pilot operations.

1.2.1.2 All aircraft shall be maintained and operated in accordance with the requirements of the FAR, 14 CFR 135.1 Subparagraph (a) notwithstanding, subparagraph (B), Paragraphs 135.411, .415, .417, and .421. Contractors will have plainly worded provisions in their FAR, CFR Part 135 Certificated maintenance specifications to comply with all manufacturers' mandatory/alert service bulletins which apply to their aircraft. Extensions of Time Between Overhaul (TBO) on engines/power plants or major components of the airframe shall be approved by the TFS Aviation Management Officer.

NOTE: Though the use of any aircraft by the Texas A&M Forest Service constitutes public aircraft use the Contractor shall pay strict adherence to staying within the scope and intent of Part 135 of the FAR.

1.2.1.3 Aircraft shall carry their fully rated capacity of passengers and cargo allowable as determined by the manufacturer's pilot's operating handbook without the use of ballast. The Contractor shall provide a sample computation of empty operating weight with CG location and full max gross takeoff weight with maximum proposed seating (for use under this contract) configuration plus allowable fuel with CG location for each aircraft prior to commencing use under provisions of this contract. Weight and balance computations will be computed for each passenger or cargo carrying flight. Subsequent legs on flights with current load need not be computed as long as identical criteria is met. The weight and balance computations shall be maintained in a file by the Contractor available for review by the TFS AMO during the period of this contract.

NOTE: Payload will be computed using best factory chart unless Contractor submits a Federal Aviation Administration (FAA) approved STC allowing for increased payload. Aircraft with performance enhancing STCs must be able to demonstrate increased performance under environmental conditions equal to the original performance chart.

1.2.1.5 Single engine aircraft offered will have an engine that produces no less than a climb performance of 345 feet per minute at 5000 feet density altitude at maximum gross weight

REQUIREMENTS AND SPECIFICATIONS

IFB-18-008

and cruise at 115 knots per hour TAS at 5000 feet density altitude with 75% or less power. Single engine aircraft shall be a minimum of four place seating.

1.2.1.7 Aircraft shall carry their fully rated capacity of passengers and cargo allowable as determined by the manufacturers' pilot's operating handbook without the use of ballast. The Contractor shall provide a sample computation of empty operating weight with CG location and full max gross takeoff weight with maximum proposed seating (for use under this contract) configuration plus allowable fuel with CG location for each aircraft prior to commencing use under provisions of this contract. Weight and balance computations will be computed for each passenger or cargo carrying flight. Subsequent legs on flights with current load need not be computed as long as identical criteria is met. The weight and balance computations shall be maintained in a file by the Contractor available for review by the TFS AMO during the period of this contract.

1.3 INSURANCE REQUIREMENTS

1.3.1 The Contractor, at Contractor's own expense, agrees to maintain at all times during the continuance of this contract, aircraft public and passenger liability insurance with limits of liability as follows:

1.3.1.1 Bodily injury of not less than \$500,000 for each person and \$1,000,000 for each occurrence and,

1.3.1.2 Passenger liability bodily injury of not less than \$500,000 for each person and \$1,000,000 for each occurrence and,

1.3.1.3 Property damage of not less than \$1,000,000 for each occurrence.

1.3.1.4 Worker's Compensation Insurance - Statutory as per applicable state and federal laws.

1.3.2 Prior to award of contract, the successful bidder/potential Contractor must furnish the TFS with proof of insurance for all above referenced insurance.

1.4 HOLD HARMLESS

1.4.1 The Contractor agrees to defend, indemnify, and hold harmless the State of Texas (including the TFS) and all of its officers, agents, and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities arising out of, connected with, or resulting from any acts or omissions of Contractor or any agent, employee, subcontractor, or supplier of Contractor in the execution or performance of this contract.

1.5 TEXAS A&M FOREST SERVICE FURNISHED PROPERTY

1.5.1 At the time of award of the contract, the TFS shall furnish to the Contractor certain State furnished properties as listed in Sections 1.4.3 through 1.4.5. The Contractor will be required to sign a property receipt document when receiving State furnished property.

1.5.2 The Contractor will be responsible for keeping all accountable property secure and from being misused. Contractor will immediately contact the TFS upon loss, theft, or damage of any accountable property. All accountable property will be returned to the TFS upon termination or expiration of the contract.

REQUIREMENTS AND SPECIFICATIONS

IFB-18-008

- 1.5.3 An auxiliary VHF-FM Portable Radio, with battery charger (or battery holder and batteries) to net with Texas A&M Forest Service or other agency frequencies. The Contractor shall be responsible for programming the radio if required and maintaining the charge on the battery. Such radio equipment is Accountable property.
- 1.5.4 As operational needs require- A GPS location device, with battery charger (or battery holder and batteries) may be issued to allow for tracking of the aircraft by TFS Dispatch, or other operational personnel.
- 1.5.5 An aerial observer training plan to be used to train pilot/observers and evaluate performance for the TFS. Such plan is Non-accountable property.
- 1.5.6 Maps of TFS operational areas. Such maps are Non-accountable property.

2. AIRCRAFT REQUIREMENTS

2.1 AIRCRAFT, GENERAL

All aircraft and accessories shall be in an operable condition according to the manufacturer's standard parameter and intent for operation and as per FAR, CFR Part 135, as applicable. All aircraft shall be presented in a clean and neat condition at all times. Upholstery, paint and plexiglass shall be in good condition as all times.

2.2 AIRCRAFT EQUIPMENT

- 2.2.1 All aircraft shall meet all the equipment required by applicable FAR and this contract for make and model furnished.
- 2.2.2 Instrumentation required by the Type Certificate and applicable FAR for use with make and model furnished.
- 2.2.3 Front seat shoulder harnesses for use with each lap belt for each front seat occupant.
- 2.2.4 Heated pitot tube to de-ice the pitot air system.
- 2.2.5 First Aid kit, general.
- 2.2.6 Survival kit for appropriate terrain and conditions when requested by the TFS.
- 2.2.7 Cargo tie down straps and attachments to secure cargo.
- 2.2.8 Landing lights, taxi lights and beacon/anti-collision lights suitable for night operations.
- 2.2.9 Fire extinguishers are required and are to include at least one fire extinguisher in any single engine aircraft of ten passenger seats or less (not including any pilot seating), or one fire extinguisher for each compartment of the aircraft be it single or multi-engine in configuration. The extinguisher will be a minimum two pound capacity and of the type approved for use in aircraft.

2.3 AIRCRAFT AVIONICS

Contractor furnished avionics systems shall be installed and maintained by the Contractor in accordance with the installation and maintenance standards of Section 2.3.2. For aircraft ordered out of the normal operational areas a complete set of schematic and wiring diagrams covering all

avionics systems installed in the aircraft shall be carried aboard each aircraft.

2.3.1 Contractor Furnished Avionics Systems

2.3.1.1 Radio Receiver/Transmitter Systems with suitable Antennas, as follows:

- A. One Emergency Locator Transmitter (ELT) meeting either TSO C-91 (AF/AP) or TSO C-91a shall be furnished and installed by the Contractor. If the ELT meets TSO C-91 it must be installed in an area of the aircraft that is readily accessible in the event of an accident. If the ELT meets TSO C-91a it must be installed in FAA approved areas of the aircraft, the ELT shall be installed with the "arrow" on the ELT in the direction of flight.

The ELT battery shall not conform to alkaline D-Cell batteries soldered together in series by the Contractor, but rather will be a manufacturer's recommended replacement with a tagged expiration date.

- B. One 720 channel VHF AM aeronautical radio system shall be installed and operable in the 118 to 136 MHz band, with 25 KHz channel increments, and a minimum transmitter carrier power output of 7 watts.
- C. One weatherproof external broadband antenna covering the 150-174 MHz band (Comant type CI-177 or equal), with associated RG-58A/U or better coaxial cable and connector, terminated in the cockpit with a bulkhead mounted female BNC connector convenient to the pilot/observer.
- D. VHF-FM aeronautical transceiver meeting the following criteria:

VHF-FM aeronautical transceiver (FM) such as Wulfsburg RT-9600/C-962A, Wulfsburg RT-138/C-1000, BK Radio KFM-985, NAT NT150/250, Technisonics TFM-138/150 series, or other VHF-FM transceiver which provides selection of either narrow-band (12.5 kHz) or wideband (25.0 khz) channel spacing operation on each channel in the 150 to 174 MHz frequency range.

The transceiver's operational frequency range shall include the band of 150 to 174 MHz, with user-programmable channels in selectable 2.5 kHz increments, and with channel spacing of no greater than 25 kHz. The operator shall be able to program any usable channels within that band while in flight.

Carrier output shall be 10 watts nominal value. The transceiver shall be capable of displaying receiver and transmitter operating frequency, and shall provide both receiver and transmitter activation indicators for MAIN and GUARD. Simultaneous monitoring of both MAIN (150 - 174 MHz) and GUARD (168.6250 MHz) receivers is required. Scanning of GUARD frequency is not acceptable. The transceiver's operational controls must be located and arranged so that both the pilot/observer and co-pilot/observer, when seated, have full and unrestricted movement of each control without interference from their clothing, the cockpit structure, or the flight controls.

One CTCSS sub-audible tone encoder (which may be an integral part of the transceiver), with a minimum of 39 selectable tones meeting the current TIA/EIA-603 standard, shall be interfaced to the above transceiver. The encoder shall provide a display of the selected tone.

- E. The encoder/transceiver system shall be capable of encoding a 110.9 Hz tone on all GUARD (168.6250 MHz) transmissions.

- F. One Global Positioning System that is FAA approved for aircraft permanent installations for VFR operations.
- G. One ATC transponder and altitude reporting system meeting the requirements of FAR, CFR Part 91.215 (a) (b), tested and inspected per FAR, CFR Part 91.413.

2.3.2 Installation and Maintenance Standards

- 2.3.2.1 All avionics systems used in or on the aircraft for this contract and their installation and maintenance shall comply with all applicable Federal Aviation Regulations (FAR) contained within Title 14 CFR.
- 2.3.2.2 The recommendations in AC 43.13-1A, Chapter 11, "Electrical systems," and Chapter 15, "Radio and Electronic Systems," as well as AC 43.13-2A Chapter 1, and Chapter 3, "Antenna Installation," shall be strictly adhered to.
- 2.3.2.3 All avionics systems requiring an antenna shall be installed with a properly matched FAA Certified antenna unless otherwise specified. Antennas shall be polarized as required by the avionics system and have a VSWR less than 2.5 to 1.
- 2.3.2.4 The aircraft's static pressure system, altimeter instrument system and automatic pressure altitude reporting system shall be maintained in accordance with FAR, CFR Part 91.411.

2.4 AIRCRAFT MAINTENANCE

- 2.4.1 The Contractor shall be capable of providing maintenance support to each aircraft during all periods of this contract including periods of heavy use.
- 2.4.2 Aircraft shall be operated and maintained in accordance with applicable Federal Aviation Regulations and manufacturer's recommendations and in accordance, as applicable, with FAR, CFR Part 43.13 and FAR, CFR Part 135.
- 2.4.3 Compliance with mandatory manufacturer's service bulletins, letters/instructions, FAA Airworthiness Directives (ADs) and the correction of maintenance deficiencies shall be accomplished prior to the start and during the entire period of contract performance.
- 2.4.4 Any contract performance that requires the aircraft to be operated in increased exposure to dirt, sand, dust, or smoke will adhere to any increase in manufacturer's maintenance requirements.
- 2.4.5 All maintenance performed shall be recorded in accordance with FAR, CFR Part 43 and FAR, CFR Part 135 including airplane time-in-service and hour meter or engine tach readings. The execution of these records shall be accomplished so they can readily be determined by any trained inspector, i.e. neat, readable and complete.
- 2.4.6 The Contractor shall immediately notify the TFS AMO of any change of an engine, prop, flight control or flight control surface or any major airframe component and the circumstances inducing the change.
- 2.4.7 Weight and Balance Data shall be determined by an actual weighing of the aircraft within the previous three year period and following any major repair or alteration as listed in FAR, CFR Part 43 App.A.

- 2.4.8 A test flight shall be performed at the Contractor's expense following overhaul, repair, and/or replacement of any engine power train, prop, or flight control system before the airplane resumes service. Engine changes shall conform to 2.4.2 of this section. The result of the test flight shall be recorded in the aircraft maintenance records by the pilot.

3. PERSONNEL REQUIREMENTS

3.1 PILOT REQUIREMENTS

- 3.1.1 Pilot of fixed-wing aircraft shall possess a FAA Commercial License, 2nd class medical certificate, and be approved under FAR, CFR Part 135. In addition, pilots shall also meet the following minimum qualifications:

MINIMUM PILOT QUALIFICATIONS

All Aircraft Flying Hours

Total Time 1000

Pilot-in-Command Total 800

Pilot-in-Command as follows:

Category and class to be flown 200

Cross Country 500

Operations in typical terrain 200

(low level, mountainous, etc.)

Night 100

Instrument-actual/simulated 75

Make and Model to be flown 25

Preceding 12 months 100

- 3.1.2 The above requirements shall be substantiated by log books furnished by the Contractor.

3.2 MECHANIC REQUIREMENTS

- 3.2.1 The mechanic must have a valid FAA mechanic certificate with airframe and power plant ratings, and must have held the certificate with both ratings for a period of 24 months. The mechanic must have been actively engaged in aircraft maintenance as a certified mechanic for at least 18 months out of the last 24 months immediately preceding the start date of the contract.

- 3.2.2 Mechanics must have satisfactorily completed a manufacturer's maintenance course or an equivalent course approved Contractor's training program for the make and model of airplane offered or, provide evidence of 12 months maintenance experience on aircraft of same make and model offered.

- 3.2.3 All "time change" components, including engines, shall be replaced upon reaching the factory recommended time (TBO). FAA approved extensions are not authorized unless approved by the TFS AMO.

3.3 PERSONAL PROTECTIVE EQUIPMENT

- 3.3.1 No personal protective equipment will be required as all flights will be conducted above 500' AGL.

3.4 FLIGHT DUTY LIMITATIONS

- 3.4.1 All pilots flying Texas A&M Forest Service missions under this contract shall be limited to the following tours of duty. Pilots are subject to these limitations on any days they are scheduled to fly or available on standby for flying duties. All work-related flying shall count toward the limitations:
- A. Flight time shall not exceed a total of 8 hours per day.
 - B. Flight time shall not exceed a total of 42 hours in any six consecutive days.
 - C. Within any 24 hour period, pilots shall have a minimum of 10 consecutive hours off duty immediately prior to the beginning of any duty day.
 - D. Duty includes flight time, ground duty of any kind, and standby or alert status at any location.
 - E. During any fourteen (14) consecutive days, pilots shall be off duty two full calendar days. Days off duty needs not be consecutive.
 - F. Pilots accumulating 36 to 42 hours of flying in any six consecutive days shall be off duty the next day. After any full day off, pilots begin a new six consecutive day duty period for the purposes of this clause, providing the requirements of paragraph (E) of this clause are not exceeded.

4. FLIGHT AND GROUND OPERATIONS**4.1 CONTRACTOR'S RESPONSIBILITY**

- 4.1.1 The Contractor is responsible for the security of any equipment provided under this contract. This includes TFS furnished equipment and property that may be made available for use by the Contractor from the TFS.
- 4.1.2 Contractor shall insure that pilots are responsible for weight and balance control.

4.2 PILOT AUTHORITY AND RESPONSIBILITY

- 4.2.1 The pilot-in-command is responsible for operating the aircraft within its operating limits, responsible for the safety of the aircraft, its occupants, and cargo and shall comply with the directions of the TFS, except when in his/her judgment, such compliance will be a violation of applicable Federal or State regulations or contracting provisions. The pilot shall refuse any operation considered hazardous or unsafe.
- 4.2.2 The pilot shall not permit any passenger to ride in the aircraft or cargo to be loaded therein unless authorized by the TFS Department Head or Regional Forester.

- 4.2.3 Pilots are responsible for weight and balance control.

4.3 SUBSTITUTION OF AIRCRAFT AND /OR PERSONNEL

- 4.3.1 The Contractor may substitute or replace aircraft and personnel upon receipt of written approval from the TFS AMO. All such substitute aircraft and personnel shall meet all contract

requirements.

- 4.3.2 Request for substitution shall be made at least ten (10) days prior to the proposed exchange, except for unforeseen conditions.
- 4.3.3 When pilots are exchanged or replaced, training and familiarization costs, including any required flight time up to three (3) hours, shall be accomplished at the Contractor's expense. The TFS AMO will determine the necessary amount of flight time. This is not intended to affect cross-shifting of pilots that are familiar with the operating area or to affect approved relief pilots.

4.4 REJECTION OF PILOT

- 4.4.1 The TFS AMO or Dispatcher reserves the right to reject, entirely or for a specific mission, any pilot who violates the terms of the contract or is unsafe or otherwise deemed unsatisfactory, as determined by the TFS AMO or Dispatcher.

4.5 ACCIDENTS AND INCIDENTS

- 4.5.1 Accidents shall mean destruction or substantial damage to the aircraft, aircraft components and any injury to personnel, as defined by National Transportation Safety Board (NTSB).
- 4.5.2 Serious incidents shall mean any ground or air mishap, malfunction or situation involving aircraft or personnel which results in a deviation from standard procedures and has the potential for resulting in accident, injury, or death. Any reports resulting from any incident involving Contractor's equipment or personnel shall be shared between the Contractor and the TFS.
- 4.5.3 All wreckage and equipment which might be involved in an accident related to this contract shall be under the control of the TFS AMO until released.
- 4.5.4 Aircraft or pilots involved in any serious incident or accident are suspended from further use until released by the TFS AMO.
- 4.5.5 The Contractor agrees to fully cooperate in any investigation and to provide any needed records, statements, or parts in the investigation of any accident or serious incident.
- 4.5.6 If the TFS deems it necessary to disassemble any of the aircraft or its components to determine probable cause of an accident or incident, the TFS will be responsible for any costs involved in disassembly. For any items disassembled by the TFS, the Contractor will be responsible for any costs associated with assembly and approval for return-to-service.

4.6 SPECIAL SAFETY REQUIREMENTS

- 4.6.1 In order to protect life and health and to prevent damage, the Contractor will use due diligence in preventing accidents and will comply with applicable Federal and State laws.
- 4.6.2 No equipment such as radios, survival gear, fire tools, etc., shall be located in or on the aircraft in such a manner as to potentially cause damage or obstruct the operation of equipment or personnel.
- 4.6.3 All smoking is prohibited within 50 feet of fuel servicing vehicle or fueling equipment. Smoking in or around aircraft is also prohibited.

4.6.4 Pilots shall determine and operate at a safe altitude at all times, staying within FAA rules and regulations.

4.7 SAFETY AND ACCIDENT PREVENTION

4.7.1 Safety of ground and flight operations are paramount when conducted in the performance of this contract. The Contractor shall advise the TFS AMO of any incidents or accidents occurring within any operations while operating under this contract. Incidents and accidents are defined in Section 4.5, Accidents and Incidents. Furthermore, the Contractor shall furnish 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.

4.7.2 Following the occurrence of any incident or accident, the TFS AMO will evaluate such incident and accident for cause. If the evaluation determines that the cause is based on violation or noncompliance with Special Safety Requirements, the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices or programs that contribute to safety of operations, or negligence on the part of the company officers or employees, the occurrence of the incident or accident may constitute default in the performance of the contract. A finding of default under the above cited conditions shall entitle the TFS to exercise the right to terminate the contract.

NOTE: Examples of such practices or programs that contribute to safety of operations include but are not limited to: 1) personnel activities, 2) maintenance, 3) general safety, and 4) compliance with regulations.

4.7.3 The Contractor shall fully cooperate with the TFS AMO in the fulfillment of this clause. The TFS AMO may suspend performance of this contract, during the evaluation period used to determine cause as stated above.

5. CONTRACT ADMINISTRATION

5.1 BASE(S) OF OPERATION

The base(s) of operation will be the Contractor's normal location of aircraft unless otherwise assigned by the TFS AMO.

5.2 ORDERED AVAILABILITY PERIOD(S)

Aircraft and associated equipment and personnel are to be available each day during the contract period.

5.3 FLIGHT SCHEDULING

5.3.1 Flights shall be scheduled or cancelled each day by 1000 hours CST. Flights required prior to 1000 hours shall be scheduled by 1800 hours on the day prior to the flight. As a minimum, the Contractor shall have one (1) hour advanced notice of flight requirements prior to any flight. Pilots shall be available by radio or telephone during standby hours. If flights have been cancelled and subsequently required, the Contractor shall have a minimum of one (1) hour notice of the flight time. Contractor must notify the TFS Dispatcher of their capability to provide the requested flight within the elapsed time of one hour after the flight is requested.

REQUIREMENTS AND SPECIFICATIONS

IFB-18-008

All flights must occur within 10 minutes of the specified time unless agreed to by the TFS Dispatcher. The TFS Dispatcher may cancel flights for extended periods when weather conditions permit.

- 5.3.2 The TFS recognizes that top efficiency of the Contractor's personnel requires proper rest. Breaks and refueling stops will be made at any airport within fifteen (15) nautical miles of the detection area.

5.4 UNAVAILABILITY AND SUBSTITUTION

5.4.1 As used in this contract, unavailability shall mean: "Whenever any aircraft or pilot is not in condition to perform or fails to perform as required by the contract". Failure to perform the services required by this contract may cause serious damage to the TFS. Whenever the Contractor is unable to furnish the aircraft under contract due to repairs, maintenance or other circumstances which prohibit operation the Contractor may use a substitute aircraft which meets the contract specifications and has been inspected and approved. Contractor shall provide such substitute aircraft meeting contract specifications within thirty (30) minutes after flight is ordered, unless further time is allowed by the TFS.

5.4.2 Should the Contractor be unable to furnish an aircraft or pilot meeting the performance specifications within the time specified above, the TFS may obtain required substitute aircraft or pilot from another source.

5.4.3 During the course of this contract, the Contractor may substitute or replace aircraft or pilots equal in performance and meeting contract requirements upon the approval of the TFS AMO.

5.4.4 Transportation of substitute aircraft and pilots will be at Contractor's expense.

5.4.5 When pilots are exchanged or replaced after initial pilot approval and assignment, training, and familiarization flight time shall be accomplished at the Contractor's expense for up to three (3) hours on each replacement pilot as deemed necessary by the TFS AMO. This is for Evaluation Flights. This is not intended to affect cross-shifting of pilots that are familiar with the operating area, or to affect temporary assignment of approved relief pilots.

5.5 PAYMENT FOR FLIGHT TIME

5.5.1 Flight time will be recorded by the Contractor or designated representative and the TFS Dispatcher. Time will be recorded to the nearest 1/10 hour based on Hobbs meter reading of each aircraft.

5.5.2 Flight time begins when aircraft starts and ends when aircraft is parked in parking area if operating from an airport within the detection area boundary. Otherwise, the flight time for payment purposes under this contract will begin when the aircraft enters and exits the detection area boundary.

5.5.3 Point-to-point flights will be paid based on Hobbs meter readings beginning at the take-off location and ending at parking time at the destination(s). All point-to-point flights will be guaranteed a minimum of four (4) hours per day based on the awarded per hour rate by type of aircraft.

5.5.4 Payment for flight time will be made only when properly ordered by TFS personnel designated to authorize such flights. The TFS AMO will furnish Contractor with a listing of all such authorized personnel.

5.5.5 Under this contract, the TFS guarantees payment to the Contractor for a minimum of three hundred (300) total flight hours for each twelve (12) month contract period. If a contract period is for less than twelve (12) months, the guaranteed payment will be on a pro-rated basis for a minimum of twenty-five (25) flight hours per month, cumulative to the end of the contract period.

5.5.6. All flight hours actually used by the TFS during a contract period (12 months or less) will be deducted from the guaranteed amount of flight hours for each contract period. At the end of each contract period, any remaining guaranteed but unused flight hours will be paid by the TFS to the Contractor based on the Contractor's hourly flight rate for single-engine aircraft.

5.5.7 Contractor agrees to keep the TFS informed (on Contractor's monthly invoice) of any unused flight hours remaining from the total guaranteed flight hours for each contract period.

5.6 CANCELLATIONS

5.6.1 Cancellations of scheduled flights due to weather conditions preventing safe take off and performance of flight will be paid in the amount equal to one hour of flight time unless the cancellation is accomplished prior to 1000 hours CST.

5.6.2 Cancellations of flights 24 hours in advanced of scheduled departure time will not be compensable.

5.7 PAYMENT PROCEDURES

5.7.1 Services ordered and received by the Texas A&M Forest Service

5.7.1.1 All flight time and other authorized expenses shall be recorded on the TFS Dispatcher Log. At the end of each day, this Log shall be completed and signed by the TFS Dispatcher. As a minimum, the TFS and the Contractor shall validate the times and costs shown on the TFS Dispatcher Log prior to the processing of payment.

5.7.1.2 Payment for services under this contract shall be made monthly after receipt of services of Contractor to TFS. TFS will make payment within thirty (30) days of receipt of correct invoice from Contractor. All original invoices will be submitted by the Contractor to the assigned TFS payment office. Any questions concerning payment should be addressed to the assigned TFS payment office or the TFS AMO.

5.8 FINAL PAYMENT

5.8.1 Upon completion of each contract period, the TFS AMO and Contractor shall review the total accumulated flight hours used by TFS to assure that the total meets or exceeds the guaranteed flight hours. If the total accumulated flight hours do not meet the guaranteed hours, payment for any remaining unused flight hours will be made as stipulated in Section 5.5.5. and Section 5.5.6. If the contract is not renewed the final payment will not be made until all TFS-furnished accountable property has been returned and accepted by the TFS AMO.

5.9 ALLOWED ADJUSTMENTS TO AIRCRAFT HOURLY RATES

5.9.1 The TFS agrees to adjust the awarded hourly flight rates for aircraft to compensate Contractor for inflationary escalations or de-escalations of aviation fuel cost. To request an adjustment in

rates, the Contractor must furnish the TFS with a written request accompanied by documentation that demonstrates an increase or decrease of 25 cents or more per gallon of fuel for which the Contractor has experienced for duration of time lasting thirty (30) or more days. Contractor must also furnish documentation for the per hour usage rate by aircraft type.

5.9.2 Upon receipt of written request and documentation from the Contractor for such an adjustment in rates, the TFS may approve an increase/decrease in the hourly flight rates of aircraft by category (ex: single engine or multi-engine).

5.9.3 Based on documentation furnished by Contractor, any TFS approved increase/decrease in the hourly flight rates will be determined by the TFS on a pro rata basis as per the following formula:

$$(\text{Avg. per gal. cost increase/decrease}) \times (\text{Avg. gals. per hr. usage rate by aircraft type}) = (\text{increase/decrease added/subtracted to hourly flight rate by aircraft type})$$

Example: \$.30 (avg. per gal. cost increase/decrease)
X 6 (avg. gals. per hr. usage rate for single engine aircraft)
 \$1.80 (amt. of increase/decrease added to hourly flight rate of single engine aircraft)

5.10 DISPUTE RESOLUTION PROCESS

5.10.1 The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by the Texas A&M Forest Service and the Contractor to attempt to resolve any claim for breach of contract by the Contractor:

5.10.1.1 A Contractor's claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Texas Government Code. To initiate the process, the Contractor shall submit a written notice, as required by subchapter B, to Robby DeWitt, Associate Director for Business Affairs or his designee. Said notice shall specifically state the provisions of Chapter 2260, subchapter B, are to be invoked. A copy of the notice shall also be given to all other representatives of the Texas A&M Forest Service and the Contractor otherwise entitled to notice under the parties' contract. Compliance by the Contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Texas Government Code.

5.10.1.2 The contested case process provided in Chapter 2260, subchapter C, of the Texas Government Code is the Contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the Texas A&M Forest Service if the parties are unable to resolve their disputes under 5.10.1.1.

5.10.1.3 Compliance with the contested case process provided in subchapter C is a condition precedent to seeking to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by the Texas A&M Forest Service nor any other conduct of any representative of the Texas A&M Forest Service relating to the contract shall be considered a waiver of sovereign immunity to suit.

5.10.1.4 The submission, processing, and resolution of the Contractor's claim is governed by the published rules adopted by the Office of the Attorney General of the State of Texas pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found under Title 1, Part 3, Chapter 68 of the Texas Government

Code.

5.10.2 Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the Contractor, in whole or in part.

5.10.3 The designated individual responsible on behalf of the Texas A&M Forest Service for examining any claim or counterclaim and conducting any negotiations related thereto as required under 2260.052, Subtitle F, Title 10 of the Texas Government Code shall be Robby DeWitt, Associate Director for Finance and Administration at 979-458-7300.

5.11 GOVERNING LAW

5.11.1 This contract shall be governed, construed, and interpreted under and in accordance with the laws of the State of Texas. Venue shall be in Brazos County, Texas.

6. MISHAPS

6.1 MISHAP DEFINITIONS

6.1.1 As may be used throughout this contract, the following terms shall have the meaning set forth below:

AIRCRAFT ACCIDENT - See 49 CFR Part 830.

AIRSPACE CONFLICT - A near mid-air collision, intrusion, or violation of airspace rules.

AVIATION HAZARD - Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

FATAL INJURY - See 49 CFR Part 830.

INCIDENT - See 49 CFR Part 830.

INCIDENT WITH POTENTIAL - An incident that narrowly misses being an accident and in which the circumstances indicate significant potential for substantial damage or serious injury. Classification of an incident as an "Incident with Potential" determined by the TFS AMO.

MAINTENANCE DEFICIENCY - An equipment defect or failure that affects or could affect the safety of operations, or that causes an interruption to the services being performed.

OPERATOR - See 49 CFR Part 830.

SAFECOM - An agency Aviation Safety Communique used to report any condition, observance, act, maintenance problem, or circumstance that has potential to cause an aviation related accident.

SERIOUS INJURY - See 49 CFR Part 830.

SUBSTANTIAL DAMAGE - See 49 CFR part 830.

6.2 MISHAP REPORTING

- 6.2.1 The Contractor shall immediately, and by the most expeditious means available, notify the National Transportation Safety Board (NTSB) and the TFS when an "Aircraft Accident" or NTSB reportable "Incident" occurs **within any of the Contractor's company operations, whether under this contract or not.** Also, the TFS shall immediately be notified when any "Incident with Potential" occurs.
- 6.2.2 Form Submission - Following an "Aircraft Accident" or when requested by the NTSB following the notification of a reportable "Incident", the Contractor will provide the TFS with information necessary to complete a NTSB Form 6120.1/2.
- 6.2.3 The NTSB Form 6120.1/2 does not replace the Contractor's responsibility, within 5 days of an event, to submit to the agency a "SAFECOM" to report any condition, observance, act, maintenance problem, or circumstance that has potential to cause an aviation-related mishap. Blank SAFECOMs can be obtained from the TFS.
- 6.2.4 Preservation Requirements - The Contractor shall not permit removal or alteration of the aircraft, aircraft equipment or records following an "Aircraft Accident, Incident, or "Incident with Potential" resulting in any damage to the aircraft or injury to personnel until authorized to do so by the TFS AMO or the designated technical representative. Exceptions are when threat to life or property exists, the aircraft is blocking an airport runway, etc. The TFS AMO shall be immediately notified when such actions take place.
- 6.2.5 The NTSB's release of the wreckage does not constitute a release by the TFS AMO who shall maintain control of the wreckage and related equipment until all investigations are complete.

6.3 MISHAP INVESTIGATIONS

- 6.3.1 The Contractor shall maintain an accurate record of all aircraft accidents, incidents, aviation hazards and injuries to Contractor, TFS, and other State or Federal personnel arising in the course of performance under this contract. Furthermore, the Contractor fully agrees to cooperate with the TFS during an investigation and make available personnel, personnel records, aircraft records, and any equipment, damaged or undamaged, deemed necessary by the TFS.
- 6.3.2 Costs Related To Investigation - The NTSB or TFS will determine their individual agency investigation cost responsibility. The Contractor will be fully responsible for any cost associated with the assembly, approval for return-to-service, and return transportation of any items disassembled by the TFS.
- 6.3.3 Rescue And Salvage Responsibilities - The cost of search, rescue and salvage operations made necessary due to causes other than negligent acts of a TFS, other State, or Federal employee shall be the responsibility of the Contractor.
- 6.3.4 Security Of Aircraft And Equipment - The security of any Contractor aircraft, associated vehicles and equipment used under this contract will be the responsibility of the Contractor.

6.4 PROPERTY AND PERSONAL DAMAGE

- 6.4.1 The Contractor shall use every precaution necessary to prevent damage to public and private property.

6.4.2 The Contractor shall be responsible for all damage to property and to persons, including third parties that occur as a result of Contractor's agents, employees, or subcontractors fault or negligence. The term "third parties" is construed to include employees of the TFS, other State agencies or Federal agencies.

7. DEFINITIONS OF CONTRACT TERMS

7.1 As may be used throughout this contract, the following terms shall have the meaning set forth below:

- (1) **ACCIDENT:** An occurrence associated with the operation of an aircraft that takes place between the time any person boards the aircraft with the intention of flight and all such persons have disembarked, and in which any person suffers death or serious injury, or in which the aircraft receives substantial damage.
- (2) **AD NOTE:** Airworthiness directive.
- (3) **ADDITIONAL CREW:** An additional crew member is a crew member specifically ordered by the TFS where it is to the TFS' advantage to have additional availability of the aircraft (not to be confused with a relief crew furnished by Contractor to replace primary crew).
- (4) **AIRCRAFT MAKE AND MODEL:** A specific make and basic model of aircraft, including modification.
- (5) **AIRCRAFT MAKE, MODEL, AND SERIES:** A specific make, model, and series of aircraft including modification series (such as a Baron 55).
- (6) **AIRCRAFT TYPE:** Single engine or multi-engine.
- (7) **ALTERNATE BASE:** A base, other than the designated base, established to permit operation from immediate vicinity of a TFS determined area of operation.
- (8) **BASE OF OPERATIONS:** The location designated by the TFS AMO or Dispatcher from which ordered flights will originate.
- (9) **CREWS:**
 - (A) **ONE PILOT CREW WITHOUT RELIEF PILOT** - One qualified pilot assigned exclusively to each aircraft. No relief pilot required.
 - (B) **ONE PILOT CREW WITH RELIEF PILOT** - One qualified pilot assigned exclusively to each aircraft. A relief pilot is required for mandatory days off.
 - (C) **TWO PILOT CREW WITHOUT RELIEF PILOT** - Two qualified pilots assigned exclusively to each aircraft. No relief pilot required.
 - (D) **TWO PILOT CREW WITH RELIEF PILOT** - Two qualified pilots assigned exclusively to

REQUIREMENTS AND SPECIFICATIONS

IFB-18-008

each aircraft. A relief pilot(s) is required for mandatory days off.

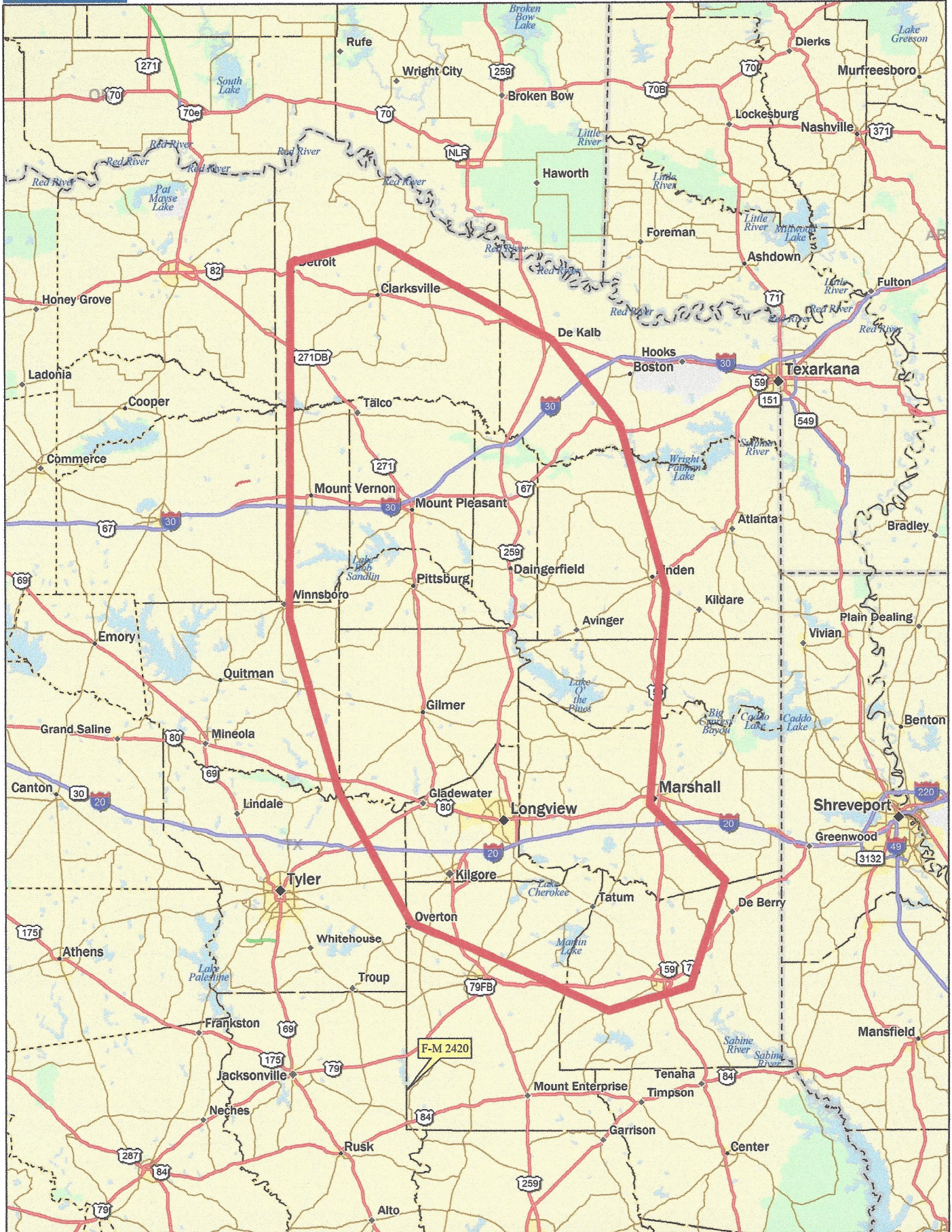
NOTE: Aircraft will be single piloted unless specified otherwise at time of dispatch.

- (10) **EQUIPPED WEIGHT:** Empty weight of the aircraft plus the weight of accessories required for the mission plus weight of oil.
- (11) **FERRY FLIGHT:** movement of aircraft under its own power from point-to-point.
- (12) **FLIGHT RATE:** The contract unit price per hour of flight time as awarded by aircraft type.
- (13) **FUEL ENDURANCE:** Fuel required including a 30 minute reserve.
- (14) **FULLY OPERATIONAL:** Aircraft, pilots, other personnel, repairs, operating supplies, service facilities, and incidentals necessary to the operation of the aircraft.
- (15) **FULLY RATED CAPACITY:** The number of passenger seats or pounds of cargo load authorized in the applicable Type Certificate Data Sheet.
- (16) **INCIDENT:** An occurrence other than an accident, associated with the operation of an aircraft, which affects or could affect the safety of operations.
- (17) **INTERNAL CARGO COMPARTMENTS:** An area specifically designed to carry cargo and normally excludes tail boom, electrical compartments, etc.
- (18) **MAINTENANCE DEFICIENCY:** A deficiency on the aircraft that does not render it not air worthy, but may affect its performance or contribute to an unsafe condition.
- (19) **MAXIMUM GROSS WEIGHT:** Maximum allowable weight as certified by the FAA.
- (20) **PAYLOAD:** The maximum allowable weight (passengers and/or cargo) that can be carried in any one mission.
- (21) **PASSENGER SEATING CAPACITY:** Number of passenger seats excluding pilot(s).
- (22) **SERIOUS INJURY:** Any injury that:
 - (A) Requires hospitalization for more than 48 hours, commencing within 7 days from the date the injury was received.
 - (B) Results in a fracture of any bone (except simple fractures of fingers, toes, or nose).
 - (C) Causes severe hemorrhages, nerve, muscle or tendon damage.
 - (D) Involves any internal organ.
 - (E) Involves second or third degree burns, or any burns affecting more than 5 percent of the body surface.

- (23) STC: Supplemental Type Certificate.

- (24) SUBSTANTIAL DAMAGE: Damage or failure that adversely affects the structural strength, performance, or flight characteristics of the aircraft, and that would normally require major repair or replacement of the affected component. Engine failure or damage limited to an engine if only one engine fails or is damaged, bent fairing or cowling, dented skin, small puncture holes in the skin or fabric, ground damage to rotor or propeller blades, and damage to landing gear, wheels, tires, flaps, engine accessories, brakes, or wing tips are not considered "substantial damage" for the purpose of this part.

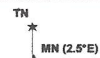
- (25) VNE: Velocity never exceed



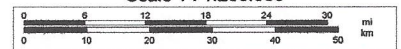
Data use subject to license.

© DeLorme. DeLorme Street Atlas USA® 2011.

www.delorme.com



Scale 1 : 1,200,000



1" = 18.94 mi

Data Zoom 7-4