



HELICOPTER CHARTER SERVICES

NON-MANDATORY FOR STATE AGENCIES

AVAILABLE TO POLITICAL SUBDIVISIONS

The Office of Procurement and Property Management (OPPM) has established these contracts to provide helicopter charter services for the transportation of state employees and state approved personnel, with or without equipment and supplies, to all areas within the state of Alaska. The contracts shall be on an as-needed basis for all Executive Branch Agencies. All other State of Alaska governmental entities may purchase from these contracts, including entities such as the Alaska Legislative Branch, the Alaska Court System, the University of Alaska, Boards and Commissions, and all State of Alaska political subdivisions; cities, boroughs and school districts and Federal Agencies.

Contract No: 240000074

Term of Contract: January 1, 2024 to December 31, 2024

Renewals Remaining: Five (5), One (1) year

Final Expiration Date: December 31, 2029

CONTRACTOR SELECTION PROCESS: An ordering agency will first consider the *type of helicopter* needed to complete the charter. This determination shall be based on, but not limited to, helicopter size and performance, pilot and/or mechanic requirements, transportation of hazardous materials, and available optional equipment.

The ordering agency shall then perform a *value analysis* to determine which contractor will be contacted first based on the lowest priced helicopter. This value analysis will be based on all factors that may affect the total charter cost, including but not limited to, helicopter performance factors, helicopter location, fuel costs, flight-time rate, additional standby-time rate, daily availability rate, and additional personnel rates.

The contractor with the *lowest priced helicopter that meets the state's requirements will be contacted first*. If for any reason the first contractor is not available or cannot perform the required service, the state will contact the contractor with the next lowest priced helicopter that meets the state's requirements. This process will continue until a contractor who can perform the service is identified.

Ordering agencies should thoroughly consider all factors prior to selecting an aircraft, and if there is a potential cost savings based on contractor's rates or other factors, select aircraft from alternate locations.

Agencies can use www.travelmath.com to determine estimated distance and flight time between two locations by entering the contractor's listed average cruising speed (knots) listed for that particular aircraft.

VALUE ANALYSIS SPREADSHEET: This spreadsheet provides a breakdown of all vendor names, locations, aircraft make and model, services and equipment, designated base and a complete cost schedule. Please use the hyperlink for additional information and instructions. (Please email Ian Martin to receive a copy of the Value Analysis Spreadsheet).

This document contains most of the terms and conditions that apply to the Helicopter Charter contracts. If you require additional information, or wish to see the ITB solicitation in its entirety, please contact the Contracting Officer listed below:

Ian Martin – Statewide Contracting Officer
State of Alaska
(907) 465-5682
Ian.Martin@alaska.gov

Helicopter Charter Services # 240000074

Please refer vendor to the above contract number when submitting charter request.

Alaska Land Exploration CA 240000074-A Contact: Alex Shapiro 1072 Dolphin Way Fairbanks, AK 99709 Phone: 907-903-7707 Email: alex@aklandex.com Web: www.aklandex.com/	Alpha Aviation CA 240000074-B Contact: Blake Wangberg 1842 Merrill Field Drive Anchorage, AK 99501 Phone: 907-531,8431 Alt. Phone: 907-928-3117 Email: blake@flyalphaair.com Email: info@flyalphaair.com Web: https://www.flyalphaair.com/
Alpine Air Alaska CA 240000074-C Contact: Kim Van Sickle PO Box 519 Girdwood, AK 99587 Phone: 907-783-2360 Email: info@alpineairalaska.com Web: www.alpineairalaska.com/	Aurora Aviation Services CA 240000074-D Contact: Keith Warren PO Box 110 Delta Junction, AK 99737 Phone: 907-895-1850 Alt. Phone: 907-803-3984 Email: auroraaviationservices@yahoo.com
Bering Air CA 240000074-E Contact: David Wilson PO Box 1650 Nome, AK 99762 Phone: 907-443-8985 Email: david@beringair.com Web: www.beringair.com	Coastal Helicopters CA 240000074-F Contact: Sarah Lowell 8995 Yandukin Drive Juneau, AK 99801 Phone: 907-789-5600 Email: slowell@coastalhelicopters.com Email: info@coastalhelicopters.com Web: www.coastalhelicopters.com/
Egli Air Haul CA 240000074-G Contact: Sam Egli PO Box 169 King Salmon, AK 99613 Phone: 907-246-3554 Email: egliair@bristolbay.com Web: www.egliair.com/	JL Aviation CA 240000074-H Contact: Pete Emerson PO Box 515 Boring, OR 97009 Phone: 907-249-2770 Email: jlaviation@flyjla.com Web: https://www.flyjla.com/

Maritime Helicopters CA 240000074-I Contact: Molly Wilmer 3520 FAA Rd Homer, AK 99603 Phone: 907-235-7771 Email: ca@maritimehelicopters.com Web: www.maritimehelicopters.com/	<u>This section left intentionally blank.</u>
North Star Helicopters CA 240000074-K Contact: Jason Kulbeth 1910 Renshaw Way Juneau, AK 99801 Phone: 907-790-0631 Email: jason@northstartrekking.com Email: info@northstartrekking.com Web: www.northstartrekking.com/	Pathfinder Aviation CA 240000074- L Contact: Rogan Parker 1936 Merrill Field Drive Anchorage, AK 99501 Phone: 801-518-5720 Email: rogan@pathfinderaviation.com Web: www.pathfinderaviation.com/
ROTAK Helicopter Services CA 240000074-N Contact: Chris Maynard 5014 Captain Hill Ct. Anchorage, AK 99502 Phone: 907-302-4113 Email: cm@rotakheli.com Web: www.rotakheli.com	Soloy Helicopters CA 240000074-O Contact: Sam Soloy 3800 West Aviation Ave. Wasilla, AK 99654 Phone: 907-376-1161 Email: sam@soloyhelicopters.com Email: chris@soloyhelicopters.com Web: www.soloyhelicopters.com/
VS Helicopters CA 240000074-P Contact: Brielle Boswell PO Box 3485 Valdez, AK 99686 Phone: 907-831-0643 Email: admin@VSHelicopters.com Web: www.VSHelicopters.com/	Temsco Helicopters CA 240000074-Q Contact: Char Fisher PO Box 5057 Ketchikan, AK 99901 Phone: 907-225-2340 Email: char_fisher@temscoair.com Web: https://temscoair.com/contact/

NOTE: The contract document below has been modified to remove solicitation information that may be confusing. All remaining information is related to the contract intent, terms and conditions, insurance, scope of work, specifications, invoicing, payments, and general contract terms.

Helicopter Charter Services - 240000074

INTENT OF CONTRACT

1. **CONTRACT INTENT:** This Invitation to Bid (ITB) is intended to result in multiple, non-mandatory term contracts to provide one-time exclusive use helicopter charter services for the transportation of state employees and state approved personnel, with or without equipment and supplies, to all areas within the State of Alaska. The contracts established shall be on an as-needed basis for all Executive Branch Agencies. All other State of Alaska governmental entities may purchase from the contracts resulting from this ITB, including entities such as the Alaska Legislative Branch, the Alaska Court System, the University of Alaska, Boards and Commissions, and all State of Alaska political subdivisions; cities, boroughs, and school districts.

This ITB is not intended for helicopters classified as Public Use Aircraft; defined per Title 49 United States Code, Section 40102(a)(41).

2. **CONTRACT PERIOD:** The initial term for the resulting contract will be from the award date, approximately January 1, 2024 through December 31, 2024, with five (5) optional one (1) year renewals through December 31, 2029. Renewal options may be exercised at the sole discretion of the State of Alaska. All licensing and insurance must be up to date and resubmitted at the time of renewals in order for each vendor's contract to be renewed.

CONTRACT TERMS & CONDITIONS

1. **AUTHORITY:** This ITB is written in accordance with AS 36.30 and 2 AAC 12.
2. **ASSIGNMENT(S):** Assignment of rights, duties, or payments under a contract resulting from this ITB is not permitted unless authorized in writing by the State of Alaska, Department of Administration, Division of Shared Services. Bids that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.
3. **COMPLIANCE WITH ADA:** By signature of their bid the bidder certifies that they comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government.

Services or activities furnished to the public on behalf of the state must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.

4. **CONTRACT COMPLIANCE:** In the performance of a contract that results from this ITB, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.
5. **CONTRACT PERFORMANCE LOCATION:** By signature on their bid, (see Attachment #1 – Bid Submission Cover Sheet), the bidder certifies that all services provided under this contract by the contractor shall be performed in the United States. If the bidder cannot certify that all work will be performed in the United States, the bidder must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of bids. The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary. Failure to comply with these requirements may cause the state to reject the bid as non-responsive or cancel the contract.
6. **DEFAULT:** In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

7. **DISPUTES:** If a contractor has a claim arising in connection with a contract resulting from this ITB that it cannot resolve with the State by mutual agreement, it shall pursue a claim, if at all, accordance with provisions of AS 36.30.620 – 632.
8. **CONFLICT OF INTEREST:** An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.
9. **FORCE MAJEURE (Impossibility to perform):** The contractor is not liable for the consequences of any failure to perform, or default in performing, any of its obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the contractor. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.
10. **FEDERAL DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:** Expenditures from the contract may involve federal funds. The U.S. Department of Labor requires all State agencies that are expending federal funds to have a certification filed in the bid, by the bidder, that they have not been debarred or suspended from doing business with the federal government. The Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form is attached to this ITB and must be completed and submitted with your bid.

In addition to this form, the bidder may have additional contractual requirements or certifications that must be satisfied at the time the order is placed or upon delivery. These federal requirements may be proposed by the ordering agencies for incorporation in orders placed under this contract.

Failure to provide the required certification before submitting a quote or failure to satisfy other federal requirements will not impact the evaluation of quotes received in response to this ITB, however, it may delay award of the contract and/or any orders placed under the contract until certification is submitted to the contracting agency or the federal requirements satisfy the ordering agency.

11. **GOVERNING LAW; FORUM SELECTION:** A contract resulting from this ITB is governed by the laws of the State of Alaska. To the extent not otherwise governed by section 12 of these Standard Terms and Conditions, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.
12. **HUMAN TRAFFICKING:** By signature on their bid, (see Attachment #1 – Bid Submission Cover Sheet), the bidder certifies that the bidder is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report. The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/g/tip/> Failure to comply with this requirement will cause the state to reject the bid as non-responsive, or cancel the contract.
13. **SEVERABILITY:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.
14. **SPECIFICATIONS:** Unless otherwise specified in the ITB, product brand names or model numbers specified in this ITB are examples of the type and quality of product required and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

15. **SUITABLE MATERIALS, ETC.:** Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.
16. **CONTINUING OBLIGATION OF CONTRACTOR:** Notwithstanding the expiration date of a contract resulting from this ITB, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

CONTRACT INFORMATION

1. **ESTIMATED ANNUAL USE:** The state does not guarantee a minimum number of annual purchases. Orders will be issued throughout the contract period on an as-needed basis by purchasing agencies.
2. **PRICES:** The bidder shall state prices in the units of issue on this ITB. Prices quoted for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices quoted for services must be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost. Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the State, the bidder may list such taxes separately, directly below the bid price for the affected item.

The State is exempt from Federal Excise Tax except the following:

- Coal - Internal Revenue Code of 1986 (IRC), Section 4121 - on the purchase of coal;
- "Gas Guzzler" - IRC, Section 4064 - on the purchase of low m.p.g. automobiles, except that police and other emergency type vehicles are not subject to the tax;
- Air Cargo - IRC, Section 4271 - on the purchase of property transportation services by air;
- Air Passenger - IRC, Section 4261 - on the purchase of passenger transportation services by air carriers.
- Leaking Underground Storage Tank Trust Fund Tax (LUST) - IRC, Section 4081 - on the purchase of Aviation gasoline, Diesel Fuel, Gasoline, and Kerosene.

The State of Alaska is also exempt from State Motor Fuel Taxes. The appropriate exemption forms will accompany a contract(s) resulting from this ITB. The state is not exempt from the Federal Superfund Tax.

3. **EXTENSION OF PRICES:** In case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the lot prices will govern.
4. **CONTRACT FUNDING:** Bidders are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.
5. **METHOD OF AWARD:** All respondents to this ITB will be awarded a contract provided they meet the specifications, terms, and conditions of this ITB and provided they are determined to be responsive and responsible bidders.
6. **CONTRACT CANCELLATION:** The state reserves the right to cancel a contract resulting from this ITB at its convenience upon 30 calendar days written notice to the contractor. The state is liable only for payment in accordance with the payment provisions of this contract for services provided before the effective date of termination.
7. **CONTRACT EXTENSION:** Unless otherwise provided in this ITB, the State and the successful bidder/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least 30 days before the desired date of cancellation.
8. **ALTERATIONS:** The contractor must obtain written approval from the contracting officer prior to making any alterations to the specifications contained in this ITB. The state shall not pay for alterations that are not approved in advance and in writing by the contracting officer.
9. **ORDER DOCUMENTS:** Except as specifically allowed under this ITB, an ordering agency will not sign any vendor

contract. The State is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the State under this ITB. The State of Alaska Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this ITB.

SECTION VI - INSURANCE REQUIREMENTS

1. **INDEMNIFICATION:** The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other Contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.
2. **INSURANCE:** Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Procurement Officer prior to beginning work and must provide for a 30- day prior notice of cancellation, non-renewal or material change of conditions. Failure to furnish satisfactory evidence of updated insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.
3. **INSURANCE TYPES:** Proof of the following Insurance documents is required:
 - Helicopter Liability Insurance: covering all aircraft used under this contract, with coverage limits not less than \$5,000,000 combined single limit for bodily injury, passenger liability, and property damage liability, and with limits not less than \$500,000 per passenger seat.
 - Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
 - Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.
 - Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

NOTE: Copies of Certificates of Insurance should be supplied with the bid and must be obtained by the Contracting Officer prior to the award of a contract. Failure to supply satisfactory proof of insurance within the time required will cause the state to declare the bidder non-responsible and to reject the bid.

4. **INSURANCE UPDATES:** It is the responsibility of the bidder to maintain updated insurance documents with the Division of Shared Services contract administrator. During the contract, failure to provide evidence of updated, proof of all insurance within 30 days of an insurance expiration or insurance update is a material breach of contract and may be grounds for suspension or termination of the contract.

Bidders should list the State of Alaska as a Certificate Holder:

State of Alaska
Division of Shared Services
Statewide Contracting
PO Box 110210
Juneau, Alaska 99811

SCOPE OF WORK AND SPECIFICATIONS

1. **CONTRACTOR SELECTION PROCESS:** Once the contracts are established, the Contracting Officer will group the helicopters in each Lot into Designated Base locations and rank them according to lowest per hour flight-time cost per make/model of helicopter, and list each aircrafts performance and optional equipment features in a "Value Analysis Spreadsheet"

When an ordering agency requires the use of a helicopter for a charter, they will consider the type of helicopter needed to complete the mission requirements of the charter. This determination shall be based on, but not limited to, helicopter size and performance, pilot and/or mechanic requirements, transportation of hazardous materials, and available optional equipment.

Following this determination, the ordering agency shall then perform a value analysis to determine which contractor will be contacted first, based on the lowest priced helicopter. This value analysis will be based on all factors that may affect the total charter cost, including but not limited to: aircraft performance factors, aircraft location, flight-time hourly rate, minimum flight-time, additional standby-time hourly rate, daily availability rate, additional personnel rates and fuel cost.

The contractor with the lowest priced helicopter that meets the state's requirements will be contacted first. If for any reason the first contractor is not available or cannot perform the required service, the state will contact the contractor with the next lowest priced helicopter that meets the state's requirements. This process will continue until a contractor who can perform the service is identified.

State agencies and other governmental entities using this contract should report each instance that a contractor is not available or cannot perform the required services to the Contracting Officer for documentation. The failure of a contractor to provide service under the terms and conditions of this contract three times within a 30-day period may result in contract default action.

2. **SUBCONTRACTORS:** The use of subcontractors in performance of services under this contract shall not be allowed.
3. **DESTINATION POINTS:** The destination points for this contract will be remote and non-remote locations throughout Alaska.
4. **DESIGNATED BASE:** Bidders shall indicate on the Bid Schedule the Designated Base for each aircraft offered. This information shall be used to group the helicopters into appropriate locations after award of the contract(s).

For this contract, *designated base* is defined as: *the helicopters' normal home base of operations.*

For charter purposes, the state may accept the location of the aircraft at the time of rental or the designated home base, whichever is in the best interest of the state. If the aircraft is currently at a location different from its designated home base, the state will be liable for the positioning time originating at the alternate location or the designated base, *whichever is in the best interest of the state.*

5. **FLIGHT-TIME:** Payment for flight-time as measured on the helicopter's flight-meter shall be paid at the hourly rate listed by the contractor on the Bid Schedule for that aircraft, for the total amount of flight-time accumulated during the charter and rounded to the nearest 1/10th hour.

For example: if the contractor's flight-time rate for that aircraft is \$600.00 per hour, and the total amount of flight-time as measured by the flight-meter equals one hour and six minutes, the state shall pay for 1 hour and 6

minutes of flight- time, or \$660.00 (\$600.00 plus 1/10th of the flight-time rate).

For each helicopter offered in the Bid Schedule, the bidder is allowed to list a flight-time hourly rate for charters totaling less than 24 hours and a flight-time hourly rate for charters totaling 24 hours or greater.

The minimum flight-time must not be greater than two hours. A contractor may bill the ordering agency for the flight-time hourly rate multiplied by the minimum flight-time only if the total flight-time accumulated during the charter is less than the minimum flight-time identified for that helicopter.

Failure to identify a minimum flight-time for a helicopter offered shall be considered as no minimum flight-time for that aircraft. Minimum flight-time is not allowed for charters totaling 24 hours or greater.

For this contract, *flight-time* is defined as: *the total amount of time, as measured on the flight-meter and expressed in hours and tenths of hours, from the moment the helicopter moves under its own power for the purpose of taking off until the moment it comes to rest at the end of flight. It does not include standby- time to load and unload equipment.*

The flight-time rate(s) listed by the contractor on the Bid Schedule shall be calculated at a Dry Rate.

For this contract, *dry rate* is defined as: *the hourly rate for all costs associated with a helicopter charter, including but not limited to, contractor employee costs including labor, profits, applicable taxes, airport usage fees, over-flight permits, de-icing, hangarage, insurance, oil, maintenance, landing fees, parking and ground handling, depreciation, salaries, overhead, and permanent shop facilities.*

The dry rate does not include the cost for fuel used during the performance of services under this contract.

6. **STANDBY TIME:** The state shall be allowed two hours of standby time to load and unload the helicopter at no additional cost. Standby time commences upon the arrival of all state personnel and state cargo to the loading area and ceases upon the complete removal of all state personnel and state cargo from the helicopter. It shall not be accumulated for stops involving breaks for the pilot or crew, unavailability of the helicopter, flight-time, fuel stops, or events not under the control of the state or the contractor, such as weather, which prevent the commencement or continuation of the flight.

For this contract, *Standby Time* is defined as: *The condition of being in readiness or standing ready to fly upon receipt of orders.*

7. **ADDITIONAL STANDBY TIME:** Any standby time accumulated for loading and unloading, in excess of two hours total combined, shall be paid at the additional standby time hourly rate listed by the contractor on the Bid Schedule for that helicopter.
8. **DAILY AVAILABILITY RATE:** For each helicopter offered in the Bid Schedule, the contractor shall list the Daily Availability Rate for that helicopter to perform a charter equal to or greater than 24 hours in length. The state shall pay the Daily Availability Rate for all charters 24 hours or more.

Payment for the Daily Availability Rate shall not commence until the helicopter and flight crew arrive at the site required by the state and the helicopter is available for standby. If the site required by the state is not the Designated base of the helicopter, the state shall pay for hourly flight-time and fuel, in accordance with this contract, for transportation of the helicopter from the Designated Base to the site required by the state.

On the first day, if a helicopter arrives at the site required by the state and is available for standby before 12:00pm, the contractor shall be paid the full Daily Availability Rate. If the helicopter arrives at the site required by the state and is available for standby after 12:00pm, the contractor shall be paid one-half the Daily Availability Rate.

On the last day of the charter, the contractor shall be paid one-half the Daily Availability Rate for a helicopter released from assignment before 12:00pm and shall be paid the full Daily Availability Rate for a helicopter released after 12:00pm.

Periods of unavailability of a helicopter or its equipment not caused by the state shall accumulate for the day and be rounded to the nearest full hour. Payment shall be reduced by 1/24th of the Daily Availability Rate for each hour of unavailability accumulated.

The Daily Availability Rate listed by the contractor in the Bid Schedule shall include all fixed and variable costs experienced by the contractor, including but not limited to: all contractor employee costs, including labor, profits, applicable taxes, airport usage fees, over-flight permits, de-icing, hangarage, insurance, oil, maintenance, landing fees, parking and ground handling, depreciation, salaries, overhead, and permanent shop facilities, incurred in providing continuous service.

The Daily Availability Rate excludes costs directly attributed to actual flight-time and fuel used during the performance of services under this contract.

9. **ADDITIONAL PERSONNEL:** The state may request an additional pilot to replace the original pilot in command (PIC) during a mandatory relief period, or for a second PIC to provide 24-hour staffing for the helicopter, or for an additional mechanic to replace the original mechanic. For each helicopter offered on the Bid Schedule, the contractor shall list the Additional Personnel-Pilot rate and the additional Personnel-Mechanic rate for that helicopter.

In the event that the additional pilot or crew is required by the state to stay overnight at a location, the state shall reimburse the contractor for the cost of meals, lodging, and transportation in support of an additional crew, in accordance with the State of Alaska, Division of Finance travel policies and procedures (AAM 60).
<http://doa.alaska.gov/dof/travel/resource/rates.pdf>

Payment for additional personnel shall not commence until the personnel arrive at the site required by the state and have the helicopter available for standby.

On the first day of the charter, if the personnel arrive at the site required by the state and have the helicopter available for standby before 12:00pm, the contractor shall be paid the full Additional Personnel rate(s). If the personnel arrive at the site required by the state and have the helicopter available for standby after 12:00pm, the contractor shall be paid one-half the Additional Personnel rate(s).

On the last day of the charter, the contractor shall be paid one-half the Additional Personnel rate(s) for personnel released with the helicopter from assignment before 12:00pm, and the full applicable Additional Personnel rate for personnel released with the helicopter from assignment after 12:00pm.

10. **ADDITIONAL CHARGES:** Except for the costs identified by the contractor on the Bid Schedule and the costs identified within this contract document, the state shall not be responsible for any other charges.
11. **MULTIPLE DAY CHARTERS:** When booking multiple day charters, the contractor shall make the same pilot available for each day of the charter if requested by the state agency at the time the charter is scheduled.
12. **OVERNIGHT:** In the event that the pilot or crew is required by the state to stay overnight at a location, the state shall reimburse the contractor for the cost of meals, lodging, and transportation for each night the pilot and crew is required to remain away from the designated base in accordance with the State of Alaska, Division of Finance travel policies and procedures (AAM 60). The state is not responsible for any overnight expenses incurred because of mechanical failure or reasons caused by the contractor.
13. **AAM 60 - TRAVEL:** The Alaska Administrative Manual AAM 60 can be located at the Department of Administration, Division of Finance: http://doa.alaska.gov/dof/travel/trav_acct.html The Section on Travel will list the most current State of Alaska Travel and Per Diem rates discussed throughout this contract.
14. **FUEL CHARGES:** The state shall be responsible for the cost of aviation fuel used during the performance of services under this contract. All charges for fuel **must be considered a pass through** to the state and shall be billed at the actual fuel rate paid by the contractor at the time the aircraft is fueled immediately following the charter, and during the charter if applicable. No additional charges for profit or overhead shall be allowed. Charges for fuel must accompany any invoice and must be supported by the fuel invoice(s). Contractor will be responsible for the coordination and supply of additional fuel to remote sites if needed or requested by the

purchasing agency during the scheduled charter.

15. **CANCELLATION:** For conditions not related to weather, the state reserves the right to cancel a scheduled charter 24 hours or more prior to the scheduled departure time at no cost to the state. At the discretion of the contractor, a cancellation fee may be billed to the ordering agency if the state cancels the scheduled charter less than 24 hours prior to the scheduled departure time.

Bidders shall list their cancellation fee in the Bid Schedule. Failure to list the cancellation fee shall be considered as a no cancellation fee for the aircraft.

The contractor may cancel a scheduled charter for weather conditions, mechanical failure or for other conditions at the discretion of the pilot. In the event a scheduled flight must be cancelled, the contractor must notify the ordering agency immediately and be prepared to fulfill the terms of this contract as soon as conditions permit, at no additional cost to the state.

If the contractor cannot fulfill the terms of this contract as soon as conditions permit and within the time required by the state, the state reserves the right to contact another contractor for service.

16. **CALCULATION OF PAYMENT:** A charter commences upon the arrival of all personnel and state cargo to the pick-up point required by the state and ceases upon complete removal of all state personnel or state cargo from the aircraft, at the designated base or the site required by the state.

If the site required by the state for commencement of the charter is not the helicopter's Designated Base, the state shall pay that helicopter's flight-time hourly rate and fuel charges for transportation of the helicopter from the Designated Base to the site required by the state. (Repositioning)

If the contractor requires the helicopter to travel to a location other than the Designated Base after drop-off is complete, for services not related to this contract, the charter terminates at the time of drop-off.

For charters totaling less than 24 hours, the state shall be liable for payment of the flight-time hourly rate, additional standby-time hourly rate, additional personnel daily rate(s), and fuel charges. For charters totaling 24 hours or greater, the state shall be liable for payment of the flight-time hourly rate, daily availability rate, additional personnel daily rate(s), and fuel charges. Payment for the charter terminates at the time of drop-off.

If the site required by the state for the end of charter drop-off is not the helicopter's Designated Base, the state shall pay that helicopter's hourly flight-time rate and fuel charges for transportation of the helicopter from the drop-off site back to the Designated Base.

If the lowest priced helicopter that meets the state's mission requirements for a particular charter will not be located at the Designated Base when the state requires the charter to commence, the state reserves the right to accept the alternate location of the helicopter or select the next available helicopter or contractor.

If the alternate location requires the helicopter to travel a longer distance to the site required by the state than the distance would be from the Designated Base, the contractor must provide the state with an estimate for flight-time hours and the amount of fuel, based on the time taken under normal weather conditions for that helicopter to travel from the Designated Base to the site required by the state.

If the state accepts the alternate location of the helicopter, the state shall be liable for the payment of hourly flight-time and fuel charges for transportation of the helicopter from the alternate location to the site required by the state.

17. **SERVICE AVAILABILITY:** The contractor must be able to provide service at the time(s) requested by the state and subsequently scheduled by the contractor, weather permitting. Any changes to those times must be agreed to by the state, and any pick-up or delivery made other than those agreed time may be refused, at no cost to the state.

The state shall not expect the contractor to make departures that the pilot determines do not allow for safe operating procedures. In these instances, service must be provided at the next available opportunity, weather permitting.

The state shall not be liable for any charges if the service is no longer required by the state because of a weather-related delay prior to the commencement of a charter.

18. **UNAVAILABILITY:** If a helicopter is rendered inactive for reasons including, but not limited to, delivery delays, maintenance, or an FAA airworthy directive, the contractor may furnish a substitute helicopter for the period of inactivity as long as it meets all requirements of the contract and is offered at the same hourly/daily rates as the original helicopter.

If a helicopter becomes inactive during a charter, the contractor must furnish a substitute helicopter in accordance with the above Substitution requirements and within the timeframe required by the state. If the contractor cannot supply a substitute helicopter within the required timeframe, the state reserves the right to release the contractor from service and contact another contractor. The state shall be liable to the original contractor only for payment of services provided before the time of release.

Transportation of an unavailable aircraft, regardless of the location in Alaska, shall be the responsibility of the contractor at no cost to the state.

19. **PERMANENT HELICOPTER REPLACEMENT:** In the event that a helicopter is rendered unavailable or inactive for any length of time, the contractor may furnish a permanent substitute helicopter for the remainder of the contract as long as the replacement helicopter meets all the requirements of the contract, meets or exceeds the minimum specifications of the replaced helicopter, and is offered at the same hourly/daily rates as the original helicopter. The contractor must submit documentation that the replacement helicopter meets the minimum specifications of the replaced helicopter. A request to permanently replace a helicopter for the remainder of the contract must be approved by the contracting officer prior to the use of the replacement helicopter for services performed under this contract.
20. **SHIPPING/EQUIPMENT DAMAGE:** The contractor shall be responsible for any state equipment damaged during loading, unloading, or flight, due to the fault of the contractor, and shall be responsible for reimbursement of the loss. When damaged equipment is discovered, the state shall provide the contractor written notice within 10 days of the end of the charter.
21. **LOADING AND UNLOADING:** The contractor shall be responsible for loading and unloading all state cargo and must provide all necessary equipment for loading and unloading. The state is responsible for delivering the cargo as close to the loading area as permitted. The contractor is responsible for unloading the cargo as close to the pick-up point as the location permits. If the loading and unloading requires an additional cost, the contractor may charge the state the actual cost of the service as a pass-through charge. No additional charges for overhead or profit shall be allowed.

SECTION VIII - REQUIRED LICENSING AND CERTIFICATION

1. **ALASKA BUSINESS LICENSE:** Prior to the award of a contract, a bidder must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaskans with Disabilities Preference; a bidder must hold a valid Alaska business license at the time designated for bid opening. Bidders should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing for information on these licenses.

Website: <https://www.commerce.alaska.gov/web/cbpl/ProfessionalLicensing.aspx>

Juneau Phone: (907) 465-2550

Anchorage Phone: (907) 269-8160

Email: license@alaska.gov

Acceptable evidence that the bidder possesses a valid Alaska business license may consist of any one of the following:

- (a) copy of an Alaska business license;
- (b) certification on the bid that the bidder has a valid Alaska business license and has included the license number in the bid (see Attachment 1);
- (c) a canceled check for the Alaska business license fee;

- (d) a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- (e) a sworn and notarized statement that the bidder has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time bids are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by Alaska Department of Revenue.

At the time designated for bid opening, all bidders must hold any other necessary applicable professional licenses required by Alaska Statute.

2. **REQUIRED CERTIFICATES:** The contractor, helicopters, and appropriate employees must have and maintain all required certifications from the Federal Aviation Administration (FAA) to perform the services required by this contract. All certifications shall adhere to Title 14 of the Code of Federal Regulations (14 CFR) and all applicable Federal Aviation Regulations (FAR) Parts and Sub-Parts under 14 CFR.

The following certifications are required:

- **Air Carrier Certificate of Compliance**, issued by the Department of Transportation, Air Carrier Compliance program and required by law to perform services in Alaska.
- **Standard Airworthiness Certificate**, issued by FAA Aviation Inspectors or authorized Representatives of the Administrator as defined in 14 CFR 183, for each helicopter performing services under this contract.
- **Air Taxi Operators/Commercial Operations** certification under provision of 14 CFR 119 and 14 CFR 135. Specifications must authorize operation of the following category and class of aircraft and conditions of flight: *rotorcraft, multiple pilots, passenger and cargo, VFR day, VFR night*.
- **Operating Certificate under 14 CFR 133**, with *External Load Operations*.

Certifications are to be provided with the bid. All certifications must be current at the time they are provided and must be kept current throughout the life of the contract. Failure to supply the certifications within the time required shall cause the state to determine the bidder non-responsible and reject the bid, terminate the contract, or consider the contractor in default.

GENERAL REQUIREMENTS

1. **GENERAL REQUIREMENTS:** All services performed under this contract shall adhere to Title 14 of the Code of Federal Regulations (14 CFR) and all applicable Federal Aviation Regulations (FAR) Parts and Sub-Parts under 14 CFR, including those portions applicable to civil aircraft and State of Alaska Law. Services must include, but not be limited to, transportation of state employees and approved personnel, with or without equipment and supplies.

The contractor shall ensure that all employees engaged in the performance of services under this contract are thoroughly familiar with its requirements. The security of any helicopter shall be the responsibility of the contractor. The contractor shall not permit any private passenger to come on-board, in contact with, or near the aircraft during performance of any services under this contract.

Helicopters under charter shall be subject to the exclusive use and control of the state during the entire period of the charter. The security of any helicopter shall be the responsibility of the contractor.

Upon request by the state, the contractor must make available for inspection any helicopters, equipment, or personnel, including their certifications, for matters of safety and contract compliance. Inspection(s) must be made available within the time specified by the state. Helicopters under charter shall be operated and maintained by the contractor.

The state reserves the right to release a contractor during a charter and procure an alternate contractor at any time if the first contractor does not adhere to all requirements and specifications of this contract. The first contractor may be responsible for additional costs associated with the state procuring the alternate contractor. The state shall only be liable to the first contractor for payment of services provided before the time of release.

The State reserves the right to request supplemental information from the respondent, after the responses have been received and throughout the course of the contract, to ensure compliance with the solicitation requirements. The requirement for such supplemental information will be at the discretion of the State. Failure to provide this supplemental information within the time set by the State may cause the state to reject the bid, terminate the contract, or consider the contractor in default.

Failure of a contractor to adhere to all requirements and specifications of this contract may cause the state to cancel the contract, at no fault to the state.

2. **OPTIONAL EQUIPMENT:** For each make and model of helicopter offered, the bidder must indicate in the Bid Schedule the availability of the equipment listed below. If available for the helicopter that is selected by the state for a charter, the state may request the following optional equipment at no additional cost:
- External cargo rack(s) with tie-down net, straps, or bungee cords. Cargo racks shall be at least four inches deep with all metal perforated construction, and shall meet construction methods and procedures in FAA Advisory Circulars 43.13-1A and 43.13-2A;
 - Barrel slings or lifters for external transport of two 55-gallon drums;
 - Self-cocking, automatic-locking cargo hook with both electrical and manual release systems rated at the maximum external lifting capacity of the helicopter. The helicopter shall be equipped with a convex mirror for observation of the sling load by the pilot;
 - Floats;
 - Pop-out emergency flotation landing gear;
 - Cargo net, rated for the lifting capacity of the cargo hook and sling gear to include lead lines and swivels;
 - An approved range extender;
 - Four 5-gallon fuel cans with funnel and pour spout;
 - Height-extended landing-skid gear;
 - Detachable tundra boards or snow pads;
 - Snow kit or necessary equipment according to factory specifications to allow flight during falling snow; and
 - Self-inflating life raft approved by the U.S. Coast Guard for use in extreme conditions.

Throughout the life of the contract, all equipment must be in good repair, capable of performing the work for which it was designed in accordance with current FAA guidelines, and used in accordance with current FAA regulations. The contractor shall be prepared to show documentation of these requirements upon request by the state.

3. **HAZARDOUS MATERIALS:** The transportation of hazardous materials is not a requirement of a contract resulting from this ITB; however, the state may require the transportation of hazardous materials. If a successful bidder is willing to transport hazardous materials, the state shall be entitled to use those services at its discretion.

Bidders must indicate on the Bid Schedule whether or not they are willing to transport hazardous materials.

For this contract, a hazardous material is defined as: *A substance or material which has been determined by the U.S. Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce. Known hazardous materials are listed in the Hazardous Materials Table, 49 CFR 172.101.*

4. **MAINTENANCE REQUIREMENTS:** All helicopters performing services under this contract shall be fully

maintained by the contractor in accordance with current FAA regulations and the manufacturer's recommendations.

At no cost to the state, the contractor shall perform and furnish all inspections, overhauls, repairs, routine servicing, lubricants, and licenses, as well as an adequate supply of repair or replacement parts that are most frequently used on the helicopter(s). The contractor shall also provide all tools and special equipment recommended by the manufacturer of a helicopter for maintenance of that helicopter. Such parts and material shall be located at the helicopter's Designated Base, or a base of operation sufficiently close to permit completion of maintenance within 2 hours. Transportation of a helicopter, required support personnel, and supplies to either location for maintenance shall be at no cost to the state.

A contractor that is also the owner or operator of a FAA certified repair station may use that repair station to maintain, at no cost to the state, helicopters performing services under this contract, provided that the repair station meets the above requirements and is rated for the helicopter(s) being maintained.

Helicopters maintained in accordance with 14 CFR 91.169(a) shall not be operated unless the 100-hour requirements of 14 CFR 91.169(b) are complied with at each 100-hour interval. All time-change helicopter components shall be replaced upon reaching the factory recommended time or FAA-approved extension, if applicable. The ordering agency shall be advised of scheduled maintenance at least five workdays prior to a charter.

All applicable manufacturer's Mandatory Bulletins and FAA Airworthiness Directives must be complied with prior to performance of a charter. Bulletins or Airworthiness Directives published during the charter shall be complied with in accordance with the individual Bulletin or Directive.

Prior to a charter, all maintenance deficiencies must be corrected in accordance with the operator's Approved Maintenance Manual. All deficiencies that occur during the charter must be corrected in accordance with appropriate FAA Regulations or the Approved Maintenance Manual.

The contractor shall ensure that all maintenance performed on helicopters performing services under this contract is recorded in the affected helicopter's maintenance record in accordance with 14 CFR 43 and 14 CFR 91.

A copy of the charter helicopter's current maintenance record, containing the information required by 14 CFR 91.73 shall be kept at the Designated Base. Upon request by the state, the record must be made available to the state for inspection. The contractor's failure to deliver the documentation within the time specified by the state may cause the state to cancel the contract.

A functional maintenance test flight must be performed at the contractor's expense following overhaul, repair and replacement of any engine, power train, or control equipment and following any adjustment of flight-control systems before the helicopter resumes service under a charter. The result of this test flight shall be logged in the helicopter's records.

The helicopter's required weight and balance data shall be determined by actual weighing of the helicopter within two years preceding the charter, or renewal data, as applicable, and following any major repair or major alteration.

5. **MECHANICAL CONDITION:** All helicopters performing services under this contract shall be maintained in an airworthy condition in accordance with the helicopter's Standard Airworthiness Certificate, current FAA Regulations, and manufacturer's specifications. Failure to do so may result in cancellation of the contract at no fault to the state.
6. **ACCIDENT REPORT:** Any aircraft accident or incident that occurs during the performance of services under this contract must be reported by the contractor to the contracting officer within 15 calendar days of the accident or incident. Failure to report the accident or incident may cause the state to cancel the contract, at no fault of the state.

For this contract, an aircraft accident is defined as: *Death or serious injury to any person as a result of being on, near, or in contact with the aircraft, substantial damage to the aircraft as defined by the National Transportation*

Safety Board (NTSB), flight control system malfunction or failure, engine failure or damage, aircraft collision, and aircraft disappearance.

For this contract, an aircraft incident is defined as: *An occurrence other than an aircraft accident, associated with the operation of an aircraft, which affects or could affect the safety of operations.*

7. **HELICOPTER REQUIREMENTS:** All helicopters performing services under this contract must be operated and maintained by the contractor (41 CFR 102.33). Helicopters must be equipped with the following equipment and accessories in accordance with current FAA regulations and specifications:
- Magnetic compass;
 - Free-air temperature gauge;
 - Approved helicopter lighting for night operation in accordance with 14 CFR, Part 91, including instrument lights;
 - One set of individual lap belts for each occupant;
 - Double-strap shoulder harness with inertia or locking reels for each front-seat occupant;
 - Shoulder straps and lap belts shall fasten with one single-point, quick-release mechanism;
 - One flight-time meter (Datcon P/N 102149 or equal) recording flight time only in hours and tenths of hours and activated by an oil pressure switch wired in series with collective switch or equivalent system. The meter shall be installed in a location readable from the front observer's seat;
 - Personnel-access step on helicopters equipped with extended gear. A section of external cargo rack may be used as a step by providing a clear space covered with non-skid material;
 - One approved personal flotation device for each occupant per 14 CFR 91.33. The pilot is responsible for ensuring all occupants wear an FAA or U.S. Coast Guard Type III approved personal flotation device when the helicopter is operated over water beyond power-off glide to shore distance;
 - Flight instruments for low visibility flight conditions, including Directional Gyro, Gyroscopic Bank and Pitch Indicator, Rate of Turn Indicator and Vertical Speed Indicator; (not required for Lot 1 Amendment #1)
 - Cabin heater and window defroster;
 - Fresh air vents provided at each side of the passenger area. Window air vents are acceptable;
 - Fire extinguisher, as required by 14 CFR 135.155, containing a minimum of 1-1/2 pounds of extinguisher agent, rated for B and C fires;
 - Current sectional aeronautical charts covering the applicable area of operation and a current Alaska Supplement book;
 - A white strobe light mounted on top of the helicopter, or otherwise visible from above. If the Aircraft Certification requires the anti-collision light to be aviation red, then a white strobe light with an independent activating switch shall be provided;
 - First-Aid Kit in accordance with the First-Aid Kit Requirements section of this ITB; and
 - Survival Kit in accordance with the Survival Kit section of this ITB.

Note: A main-rotor brake and Engine Automatic Relight are also preferred, but not a requirement of a contract resulting from this ITB. At the discretion of the state Project Manager, Engine Automatic Relight may be determined critical for a specific charter. For every helicopter offered, bidders must indicate in the Bid Schedule whether or not the helicopter has Engine Automatic Relight.

8. **FLIGHT OPERATION:** The contractor must operate all helicopters performing services under this contract in accordance with their approved FAA Operating Specifications and all portions of 14 CFR Parts 91, 133, 135, and 137 as appropriate. Helicopters shall not be considered public-use helicopters and must abide by the stipulations of the FAA approved certificate.

The pilot shall be responsible for the safe operation of the helicopter in accordance with the requirements of this contract, all applicable portions of 14 CFR, and the safety of the helicopter's occupants and cargo.

The pilot shall not permit any passenger to ride in a helicopter or any cargo to be loaded therein unless specifically authorized by the state agency chartering the helicopter. The pilot shall also be responsible for ensuring that all cargo and equipment brought on board the helicopter is loaded and secured in a manner that does not at any time jeopardize the safe operation of the helicopter.

9. **FIRST-AID KIT REQUIREMENTS:** All helicopters performing services under this contract must carry a first-aid kit meeting the following requirements and specifications. Inside must be dust proof and moisture proof and must be readily accessible in a location made known to all passengers by the pilot. Contents shall meet the following minimum requirements:

<u>Item</u>	<u>0-9 Passenger Seats</u>	<u>10-50 Passenger Seats</u>
• Adhesive bandage strips (3" long)	8	16
• Antiseptic or alcohol wipes (packets)	10	20
• Bandage compresses (4")	2	4
• Triangular bandage – 40" (sling)	2	4
• Roller bandage, 4" x 5 yds (gauze)	2	4
• Adhesive tape, 1" x 5 yds (std. roll)	2	2
• Bandage scissors	1	1
• Body Fluids Barrier kit*	1	1

*(to include 2-pairs latex gloves, 1 face shield, 1 mouth-to-mouth barrier, 1 protective gown, 2 antiseptic towelettes, 1 biohazard disposable bag)

Note: Splints are recommended if space permits

10. **AVIONICS REQUIREMENTS:** All avionics systems used on helicopters performing services under this contract, as well as their installation and maintenance, shall comply with all current FAA regulations, specifications, and applicable FAA Advisory Circulars throughout the life of the contract. The following avionics systems must be furnished, installed, and maintained by the contractor in each helicopter:

- Emergency Locator Transmitter (ELT). The ELT shall be an automatic portable type that meets TSO-C91, or TSO- C126a, attached to the helicopter in the cabin, in a conspicuously marked location, easily accessible and removable in the event of an accident. ELT's with a unidirectional G-force sensor shall be mounted with the direction arrow or equivalent aimed 45 degrees downward from the normal forward direction of flight. The pilot shall ensure that each passenger is familiar with the operation of the ELT.
- VHF airways communication transmitter/receiver system, minimum 360 digital or crystal controlled transmit and receive channels from 118.00 to 135.95 MHz in 50 KHz increments, minimum five watts transmit carrier power. A weather-proof external broadband antenna shall be mounted on the exterior of the helicopter.
- An intercom system shall be provided between the pilot and front and rear passengers. Push-to- talk switches shall be provided for the intercom system for the pilot and each passenger. The pilot and each passenger shall be able to monitor helicopter radio transmissions over the intercom system.
- Global Positioning System (GPS) meeting the following requirements:
 - Shall meet provisions of Radio Technical Commission for Aeronautics DO-160(c) and FAA Advisory Circular 20-138. Hand-held portables and marine units are not acceptable.
 - Shall be mounted in the aircraft's radio/instrument panel. The unit shall be convenient for use by both the pilot and front seat observer. (Not Required for Lot 1)
 - For Lot 1 only, Portable GPS units with internal antennae are acceptable.
 - Shall utilize an external mounted aircraft antenna. (Not required for Lot 1)
 - Shall have a Light Emitting Diode (LED), or other display with a high-contrast ratio.

Some examples of acceptable displays are Electro luminescence or Film Super-Twisted LCD with backlight display. At the request of the state, the contractor shall install state-furnished radio equipment (Convertacom or equal) for a particular charter, or provide a helicopter meeting the requirements and specifications of this contract that is equipped with a VHF FM transceiver with user-programmable frequencies and capable of simplex and duplex operation in the 150- 160 MHz range, at no additional cost to the state.

11. **PILOT REQUIREMENTS:** All pilots performing services under this contract, in addition to holding an FAA Commercial Pilot Certificate issued under provision of 14 CFR 135 and 14 CFR 61, with appropriate rating (rotorcraft-helicopter), and a Second Class Medical Certificate issued under provision of 14 CFR 67, shall have logged minimum flying-time as pilot-in- command for the following amounts:

- 1,500 total helicopter hours;
- 200 total hours of mountainous flying;
- 100 total helicopter hours in the last 12 months;
- 100 total hours in weight class of helicopter under charter. Weight classes are as follows: Small – up to an approved gross weight of 6000 lbs.; Medium – between an approved gross weight of 6,001-12,500 lbs.; Large – above an approved gross weight of 12,500 lbs.;
- 50 total hours in make and model of helicopter under charter. Requirements may be reduced by 50% if the pilot shows evidence of satisfactorily completing the manufacturer's approved ground school and flight check in make, model, and series of helicopter;
- 10 total hours in make, model, and series of helicopter under charter, last 60 days; and
- 5 total hours in make, model, and series of helicopter under charter, last 30 days. Individual flight-hour requirements can count toward other flight-hour requirements.

Pilots shall wear a long sleeve shirt and trousers (or a long-sleeved flight suit) made of fire-resistant polyamide or aramid material, or equal, boots made of all leather uppers that come above the ankles, and leather or polyamide gloves. All clothing shall overlap to prevent exposure to flash burns.

At the request of the state Project Manager, each pilot shall wear an aviator's protective helmet, furnished by the contractor. The helmet must be equipped with a chinstrap, boom microphone and headset compatible with the avionics specifications of this contract.

For this contract, pilot-in-command is defined as: *the pilot responsible for the operation and safety of the helicopter during flight-time.*

For this contract, mountainous flying is defined as: *conducting helicopter flight operations in mountainous terrain, including pinnacle landings and approaches at various elevations and density altitudes in areas of rugged peaks, deep canyons, cliffs, rock outcroppings, and steep slopes, including landing on mountain tops and confined areas surrounded by trees, brush, rocks, snow, or ice.*

12. **MECHANICAL CONDITION:** During the contract term, the contractor must maintain the aircraft in an airworthy condition in accordance with the FAA Regulations and the manufacturers recommendations. Failure to do so will result in cancellation of the contract at no fault of the state.

13. **MECHANIC REQUIREMENTS:** All mechanics performing services under this contract, in addition to holding a FAA Mechanic Certificate with Airframe and Powerplant ratings, must meet the following requirements:

- Shall have a FAA Mechanic Certification that has not been suspended or revoked in the past 10 years;
- Shall have been actively engaged in aircraft maintenance as a certified mechanic for at least 18 months immediately preceding any services performed under this contract;
- Shall have been actively engaged in maintaining helicopters for three or more consecutive months during the 12-month period immediately preceding any services performed under this contract;
- Shall have satisfactorily completed a manufacturer's maintenance course or equivalent contractor's training program for the make and model of a helicopter offered for services under this contract, or have 12 months of experience maintaining a helicopter of the same make and model;
- Shall be prepared to show evidence of maintaining a helicopter under field conditions for at least one full season (June through August) or for three consecutive months away from the contractor's base of operation with minimal supervision; and,
- If under charter, shall be available at the helicopter's Designated Base or alternate location to service and inspect the helicopter, monitor telephones or radio equipment, or both, while the helicopter is flying, and initiate search and rescue operations if needed.

No pilot shall perform maintenance for which a FAA Mechanic Certificate is required, unless the pilot meets the Mechanic Requirements of this section.

For charters less than 24 hours, inclusion of a mechanic in the field is at the discretion of the state. A request for a

mechanic will be made at the time a charter is requested and billed as an additional personnel mechanic.

- 14. FUELING REQUIREMENTS:** All helicopters performing services under this contract shall not be fueled with passengers aboard and must be bonded/grounded whenever possible during fueling. The contractor must only use the type and grade of fuel that is specified by the manufacturer for that helicopter. The contractor is responsible for fueling the helicopter.

The contractor shall furnish a power-driven or hand-operated portable fuel pump, with barrel stem, hoses, and filtration system for refueling in remote areas. The filtration system must include a fuel filter water separator with a go-no-go type fuse, or a unit that accomplishes water separations with positive shutoff. The size of the filtration system unit must be compatible with the pump size. All filtering components, including fuses, must be changed annually or more often if necessary, and the date of the change must be placarded on the canister.

- 15. SUPPLEMENTAL REQUIREMENTS:** The state has interagency and cooperative agreements with other state agencies, federal agencies, and private landowners, and may require services under this contract for cooperative use. The intent of the Supplemental Requirements (Attachment #4 and Attachment #5) is to ensure standard operating procedures and equipment requirements are met during such cooperative use.

The Supplemental Requirements are not a requirement of a contract resulting from this ITB. However, to be considered responsive, the bidder must indicate in the Bid Schedule whether or not they can meet the supplemental Requirements. **(Attachment #4 and Attachment #5).**

ATTACHMENT #4

State of Alaska – Department of Natural Resources (DNR), Division of Geological & Geophysical Surveys Supplemental Requirements

The state may require that a helicopter offered for services under this contract be approved by the U.S. Department of the Interior, Office of Aircraft Services (OAS), and that a valid, current OAS card for the helicopter be provided.

Helicopters may be subjected to the exclusive use and control of the state during the entire period of a charter, except as authorized to the contrary by the state Project Manager or their authorized representative. Other authorized users shall pay all fuel costs, flight-time rate, additional stand-by time rate, daily availability rate, contractor personnel costs, and a proportionate share of maintenance costs during the period of their use.

PILOT REQUIREMENTS: The state may require all pilots offered for a charter be approved by the OAS with a valid, current OAS card in their possession at all times. Additionally, the state may require the pilot be approved by OAS for U.S. Geological Survey work in Alaska, with a current card in their possession at all times. The state may require the contractor to document the experience. If required, the state may provide forms to document pilot experience. Failure of the contractor to provide the documentation may cause the state to cancel the charter.

Pilots shall also be prepared to show evidence that they have satisfactorily passed FAA currency flight checks in accordance with the provisions of 14 CFR 135, in the make and model of helicopter under charter, and shall be qualified for Class A and B external load operations.

No pilots may have had their certifications suspended or revoked or have been involved in an aircraft crash with documented injuries that were caused by pilot error, since January 1, 1993.

The state may require the contractor to provide the names of references for pilots to be used in a charter, including substitute pilots. References shall include the pilot's present employer, present address and telephone number for each reference.

Pilots must have logged the minimum flight hours as a pilot-in-command for the amounts listed below. Individual flight-hour requirements can count toward other flight-hour requirements. Pilots shall be prepared to provide a certified log to the Project Manager that verifies their flight hours if requested.

- 3,000 total helicopter hours;
- 600 total hours performing geologic mapping and survey type operations since January 1, 1992;

- 400 total hours of mountainous flying (ten hours of which shall have been in the make, model, and series of helicopter under charter);
- 100 total helicopter hours in the last 12 months;
- 100 total hours in weight class of helicopter under charter;
- 100 total hours in turbine helicopters;
- 50 total hours in helicopter make and model under charter;
- 10 total hours in helicopter make and model under charter, last 60 days; and
- 5 total hours in helicopter make and model under charter, last 30 days.

For this contract, geological mapping and survey type operations are defined as: *mapping and surveying type operations in remote and rugged terrain similar to areas of operations for this contract involving numerous landings and take-offs at unprepared sites at different elevations and under varied wind, rain, snow, fog, and other inclement weather conditions, and sometimes involving heavy timber or brush, all requiring a high degree of pilot skill.*

FLIGHT-TIME AND DUTY-TIME LIMITATIONS: Flight crews shall not exceed the following flight-time crew duty-time limitations:

- Maximum of 8 hours flight-time per 24-hour duty period for single-pilot crew;
- Maximum period, including flight-time and standby-time, of 14 hours in any 24-hour duty period. At least 10 consecutive hours off duty will be required prior to each duty period during each 24-hour period; and
- Maximum of 42 hours flight-time during any consecutive 6-day period, except during emergency medical situations or for unscheduled en-route delays due to weather conditions. When a pilot or crew acquires the maximum number of flight-time hours in a consecutive 6-day period, the pilot or crew shall have the following 24-hour period off duty and a new 6-day cycle will begin.

Pilots shall, at their discretion, have one 24-hour period off duty after each consecutive 14 days of flight-time duty, except during emergency medical situations.

Pilots may be removed from duty by the Project Manager for fatigue or other causes before reaching their flight-time or duty-time limitations.

Pilot flight-time shall be cumulative and subject to the pilot flight-time and duty-time limitations specified in this contract.

ATTACHMENT #5

State of Alaska – Department of Natural Resources (DNR), Division of Forestry Supplemental Requirements

The Department of Natural Resources, Division of Forestry (DOF) operates under the requirements of the DOF Aviation Policy and Procedures Manual (PPM 2600).

Helicopters shall have been issued and have on board an Interagency Aircraft Data Card from the U.S. Department of the Interior, Office of Aircraft Services (USDI-OAS) or U.S. Department of Agriculture, Forest Service (USDA-Forest Service) for the appropriate mission (i.e. Interagency-Fire, Local Fire Suppression, Water Bucket, External Load, Long-Line, Aerial Firing, or Reconnaissance).

The pilot shall possess an interagency Pilot Qualification Card from the USDI-OAS or USDA-Forest Service that documents their qualification for the assigned mission (i.e. Sling Operations, Fire Suppression/Helitack, Helitanker/Bucket, Reconnaissance/Surveillance, Mountain Flying, Long-Line).

PILOT REQUIREMENTS: Pilots shall have logged a minimum-flying time as pilot-in-command for the amounts listed below. The Division of Forestry may provide forms to document pilot experience:

- 1,500 total helicopter hours;
- 200 total hours in mountainous terrain
- 100 total hours in helicopters in last 12 months
- 100 total hours in weight class of helicopter under charter;
- 100 total hours in turbine helicopters;

- 50 total hours in make and model of helicopter under charter. Requirements may be reduced by 50% if the pilot shows evidence of satisfactorily completing the manufacturer's approved ground school and flight check in make, model, and series of helicopter;
- 10 total hours in make, model, and series of helicopter under charter, last 60 days;
- 5 total hours in make, model, and series of helicopter under charter, last 30 days; and
- 10 total hours in non-radar environments and remote locations in make and model helicopter under

charter. For this contract, non-radar environments and remote locations are defined as: *rural Alaska or similar location.*

Each pilot shall wear an aviator's protective helmet, furnished by the contractor. The helmet must be equipped with a boom microphone and headset compatible with the avionics specifications of this contract. The helmet must be equipped with a chinstrap and be individually fitted to cover the head and provide protection for ears and temples.

Pilots shall wear a long sleeve shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material, or equal, boots made of all leather uppers that come above the ankles, and leather or polyamide gloves. All clothing must overlap to prevent exposure to flash burns.

Pilots shall wear a personal flotation device when conducting hovering flight operations over water (water bucket dipping/snorkeling). This equipment must be maintained and in serviceable condition in accordance with the manufacturer's instructions.

FLIGHT-TIME AND DUTY-TIME LIMITATIONS: Flight crews shall adhere to the following flight-time and duty-time limitations:

- Pilots are required to have 2 calendar days off every 14 consecutive calendar days.
- Pilots shall have a maximum of 42 hours flight-time during any consecutive 6-day period.
- When a pilot acquires more than 36 hours of flight-time in any consecutive 6-day period that pilot shall be given the following calendar day off duty.

SPECIAL EQUIPMENT REQUIREMENTS: When ordering charter services, the state may require the following equipment and will request the equipment at the time of order:

- One folding water and retardant bucket similar to a "Bambi" style bucket. Size must be commensurate with the maximum lifting capacity of the helicopter and its capacity shall be adjustable by the load level adjusting method. Bucket must be collapsible and be able to be carried inside the helicopter. The bucket shall be marked indicating capacity in gallons and weight. Markings shall be on the side of the bucket at the port, or on the internal adjusting strap of the "Bambi" bucket.
- One VHF-FM transceiver such as the Technisonics TFM-138/150 series or other VHF/FM transceiver which has been approved interagency for aviation usage and meets the following requirements:
 1. Transceiver operational frequency range shall include the band of 150 – 174 MHz, with a minimum of one hundred user-programmable channels in selectable 2.5 KHz increments, and with channel spacing of no greater than 25 KHz.
 2. Narrow-band (12.5 KHz) channel spacing and adherence to the standards of RTCA document DO-160C is required.
 3. The operator shall be able to program any useable channels within that band while in flight.
 4. A SCAN function shall be provided for all MAIN preset channels.
 5. Carrier output power shall be not less than 10 watts.
 6. 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.

7. Simultaneous monitoring of both MAIN (150 – 174 MHz) and GUARD (168.825 MHz) receivers is required. Scanning of the GUARD frequency is not acceptable.

8. The transceiver's operational controls must be located and arranged so that both the pilot and observer/co-pilot, when seated, have full and unrestricted movement of each control without interference from their clothing, the cockpit structure, or the flight controls.

9. Two CTCSS sub-audible tone encoders with a minimum of 32 selectable tones meeting the current EIA RS-220 standard are required, which shall be integral parts of the transceivers, providing a display of the selected tone.

10. The encoder / transceiver systems shall be capable of encoding a 110.9 Hz tone on all GUARD (168.625 MHz) transmissions.

NOTE: DOF may require the transportation of Hazardous Materials (defined in the Hazardous Materials section of this ITB). Such transportation shall be in accordance with the Department of Natural Resource's Aviation Transport of Hazardous Materials Handbook. A copy of the Aviation Transport of Hazardous Materials Handbook shall be on board the aircraft during all operations conducted under this contract. This handbook will be provided upon award of the contract and can be requested by potential contractors. It is the contractor's responsibility to ensure that each employee that may perform a function subject to the requirements and conditions of transporting Hazardous Materials receives training on the requirements and conditions of such. Documentation of this training shall be retained in the employee's record.

SECTION X - INVOICING AND PAYMENTS

1. **PRICE DECREASES:** During the period of the contract all price decreases experienced by the contractor must be passed on to the state. A contractor's failure to strictly and faithfully adhere to this clause, within the time required, will be considered in breach of contract.
2. **PAYMENT FOR STATE PURCHASES:** Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a state agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.
3. **BILLING INSTRUCTIONS:** Invoices must be sent directly to the ordering agency's address shown on the individual Purchase Order or Delivery Order. The ordering agency will only make payment after the service is completed and they receive an invoice which identifies both the **contract number and the order number**. Questions concerning payment must be addressed to the ordering agency. Payment shall be made as authorized by the state and in accordance with the terms and conditions of this contract.

LOT SPECIFICATIONS

For purposes of this ITB, helicopter types have been divided into four (4) different Lots. The specifications are to define the minimum helicopter size and performance requirements for each Lot. Each helicopter offered on the Bid Schedule(s) must meet the minimum requirements as defined for each Lot.

LOT 1 – Four-place Turbine Helicopter Specifications (Amendment #1)

- Seating Capacity Four-place (pilot plus three passengers).
- Engine 200 shaft H.P. (piston powered)
- Useful Load..... 700 lbs.
- Range/Airspeed..... 3 hours total at 100 knots.
- Model Robinson R44.

LOT 2 – Five-place Turbine Helicopter Specifications

- Seating Capacity Five-place (pilot plus four passengers).
- Engine Turbine powered - 400 shaft H.P.

- Useful Load..... 1,200 lbs.
- Range/Airspeed..... 2 hours total at 90 knots.
- Model Bell 206B III, Hughes 500D, or equivalent
(Alouette II not acceptable)

LOT 3 – Six-place Turbine Helicopter Specifications

- Seating Capacity Six-place (pilot plus five passengers).
- Engine Turbine powered - 500 shaft H.P.
- Useful Load..... 1,650 lbs.
- Range/Airspeed..... 2.5 hours total at 110 knots.
- Model Bell 206L1 or L3 (Bell 206L not acceptable),

(Aerospatiale AS-350B/D, Alouette III, or equivalent.)

LOT 4 – Fifteen-place Turbine Helicopter Specifications

- Seating capacity Fifteen-place (pilot plus fourteen passengers).
- Engine Turbine powered - 1,400 shaft H.P.
- Useful load 3,500 lbs.
- Range/Airspeed..... 2.5 hours total at 105 knots.
- Model Bell 205A1, Bell 212, or equivalent.

For this contract, *useful load* is defined as: *the weight of the flight crew, passengers, baggage and cargo, usable fuel, and drainable oil. It is the basic empty weight subtracted from the maximum allowable gross weight.*

AMENDMENT 1

NOTE: it is the proposer's responsibility to review and accept all amendments to this solicitation.

This amendment serves to answer questions from the vendor community, amend Section 2.11 - General Requirements (Optional Equipment), amend Attachment #4 (DNR Geological & Geophysical Survey – Pilot Requirements), remove Section 2.13 - Bid Schedule & Vendor Information, remove Attachment #2 Bid Schedules, Lot 1 through 4.

Change 1: The following language is hereby added to Section 2.11 – General Requirements (Optional Equipment): The contractor must indicate in their bid, whether their pilots and mechanics will carry portable satellite phones while providing services to the State of Alaska, outlined in this ITB.

Change 2: Section 2.13 - Bid Schedule & Vendor Information is hereby removed in its entirety, as this is duplicate information (See Section 6.01 Bid Schedule & Vendor Information).

Change 3: Attachment #2 Bid Schedules 1 through 4 is hereby removed in its entirety. Revised bid schedules reflect portable satellite phones (Optional Equipment). Please see Attachment #2 Bid Schedules 1 through 4 (version 2).

Change 4: Attachment #4 DNR Geological & Geophysical Survey- Pilot Requirements (Included in ITB Page 23), is hereby amended to reflect the following **Pilot Requirements:**

Pilots shall be prepared to provide a certified log to the Project Manager that verifies their flight hours if requested as follows:

- Total of 2,000 helicopter hours;
- 150 of the total hours need to have been flown in Alaska;
- 300 hours flying projects that support geological mapping, geophysical surveys, or similar*;
- 400 total hours of mountainous flying (10 of which shall have been in the make, model and series of helicopter under charter);
- 100 total hours within the last 12 months;
- 100 total hours in the weight class of helicopter under charter;
- 100 total hours in turbine helicopters;
- 50 total hours in helicopter make and model under charter;
- 10 total hours **within the last 60 days** in helicopter make and model under charter; and
- 5 total hours **within the last 30 days** in helicopter make and model under charter.

***For this contract, geological mapping geophysical surveys, or similar operations are defined as: mapping and surveying type operations in remote and rugged terrain similar to areas of operations for this contract. Such conditions involve numerous landings and take-offs at unprepared sites at different elevations and under varied wind, rain, snow, fog, and other inclement weather conditions, sometimes involving heavy timber or brush. All such conditions require a high degree of pilot skill.**

Question 1: In the bid submission page 2 #11 it refers to the insurance requirements (ITB page 7-8). I don't see the requirements there.

Answer: Please see **Section 2.20 Insurance**, page 31.

AMENDMENT 2

NOTE: it is the proposer's responsibility to review and accept all amendments to this solicitation.

This amendment serves to answer questions from the vendor community.

Question 1: These insurance limits are far greater than the state requires for 135 commercial operators and marginally greater than any operators have been able to secure in the state over the last 5-6 years.

Answer: The State has verified with the Division of Risk Management that the insurance requirements listed in the ITBin **Section 2.20** and below, are valid and are required to be met by all vendors participating in this contract.

SEC. 2.20 INSURANCE

Without limiting the contractor's indemnification, it is agreed that the contractor shall purchase at its own expense and maintain in force at all times, during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits.

Certificates of Insurance must be furnished to the procurement officer prior to contract approval and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

Proof of insurance is required for the following:

- Helicopter Liability Insurance: covering all aircraft used under this contract, with coverage limits not less than **\$5,000,000** combined single limit for bodily injury, passenger liability, and property damage liability, and with limits not less than **\$500,000** per passenger seat.
- Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of **\$300,000** combined single limit per occurrence.
- Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements.

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