

STATE OF ALASKA ITB NUMBER 1900000021
AMENDMENT NUMBER 3



Department of Natural Resources
Support Services Division
Procurement Section
550 W. 7th Avenue, Suite 1330
Anchorage, Alaska 99501

THIS IS NOT AN ORDER

DATE AMENDMENT ISSUED: February 13, 2019

ITB TITLE: Emergency Aircraft Services for Wildland Fire Support

ITB CLOSING DATE AND TIME: 3:00 p.m. on February 20, 2019 (No Change)

ITB PUBLIC BID OPENING DATE AND TIME: 10:00 a.m. on February 21, 2019 (No Change)

This amendment answers questions asked by potential bidders as of February 12, 2019. This amendment is for informational purposes only and need not be returned to the State.

1. Issue: For whatever reason I could not find any specifications of the type of aircraft you're interested in renting.

Response: The intent of this ITB is to contract with existing companies that would like to offer some or all of their current aircraft inventory for emergency fire fighting use. Basically what DNR is doing is creating an on-call list of possible assets we could call upon if needed for emergency support in the event of a fire. We're not renting, leasing, or otherwise buying or acquiring aircraft for Forestry.

2. Question: Over the last several years we have run into the situation where we are released from the fire and the flight home is not paid as the flight time home is rolled into the guaranteed availability hours which were not flown/met. I understand once we are released all availability ends, but we believe the flight home is then separate from the "guarantee hours" and should be paid regardless of the flight time during the availability timeframe. Can you clarify this?

Response: An aircraft will not be paid flight hours in addition to meeting the guarantee unless those flight hours actually exceed the accumulated guarantee (i.e., if they are utilized for 10 days and fly an accumulated 47 hours over those 10 days, they will be paid the actual hours flown as the guarantee would only be 40 hours). Also, all daily guarantee will be paid at a dry rate and will be paid according to our ARA's original contract language. For example:

A vendor has a 4 hour guarantee.
They fly .9 hrs. that morning on a flight.
They are released and their ferry time home is 1.7 hrs.

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If they are released BEFORE noon, their guarantee is ½ the daily guarantee rate, so 2 hours- actual flight time is 2.6 hrs. They are paid the GREATER of actual hours flown OR the guarantee. In this case, 2.6 hours @ the aircrafts rate.

If they are released AFTER noon, their guarantee is a full day, so 4 hours- actual flight time is 2.6 hrs. They are, again, paid the GREATER of actual hours flown OR the guarantee. In this case, 4 hours @ the aircrafts rate

3. **Question:** From what I read, detection flights and/or general mapping of a fire perimeter where you stay well above 500 feet AGL will fall under the General Use category and not Special Use?

Response: Yes that is correct.

4. **Question:** On the AFF equipment I went to the AFF website to try to find the list that was mentioned in the IBT but could not find any info anywhere on that. Is portable Spidertracks going to be acceptable? Most all this stuff mirrors the OAS requirements, and they list portable units may be used. In this DNR bid I could not find or do not see where that is a possibility.?

Response: Portable flight following units such as Spidertracks are acceptable providing Forestry has access to the feed.

5. **Question:** Insurance - This does not make a lot of sense to us with the 10 mil occurrence and 150K per seat for fixed wing coverage. This is not good coverage for the smaller aircraft we operate. We carry 5 mil per occurrence and 750K per seat.. This is much better coverage but does not meet the requirements. Also I see the Helicopter coverage in the bid is listed at 5 Mil and 500K, so we are slightly confused on the requested limits for the fixed wing coverage.

Response: The coverages for helicopters will be as stated in the Appendix B1 with Helicopter Provisions attached to ITB 190000021. The coverages for fixed wing aircraft have been adjusted based on seat capacity. **Replace** the Appendix B1 with Fixed Wing Provisions in ITB 190000021 with the Appendix B1 with Fixed Wing Provision Based on Seating Capacity attached to this amendment for aircraft specific coverage information.

6. **Question:** I see listed on page 29 of 54 under section C. Helicopters it has tundra pads listed. The type of helicopter we would be providing does not have tundra pads available. Will that disqualify us from providing a bid? We would be providing heavy restricted helicopter for water or other external loads.

Response: Tundra pads would be used to land "off airport" which would be needed for crew transport or internal cargo unloading. Since they are a restricted category with external loads only, it would not affect operations, and lack of tundra pads for this type of airframe would not disqualify the contractor.

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7. **Previously Submitted Bids.** Bidders who have already submitted a bid in response to this ITB may, at their sole discretion, submit a new bid based on information provided within this amendment. If a bidder decides to submit a new bid, it must be received no later than the Deadline for Responses set for this ITB.

8. This amendment is for informational purposes only and need not be returned to the state.

9. **Attachment:** Appendix B1 with Fixed Wing Provision Based on Seating Capacity.

SIGNED COPY ON FILE

Jim Sonnier

Procurement Specialist III

Phone: (907) 269-8687

TDD: (907) 269-8411

FAX: (907) 269-8909

EMAIL: dnr.ssd.procurement@alaska.gov

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APPENDIX B¹
INDEMNITY AND INSURANCE
WITH FIXED WING PROVISION
BASED ON SEATING CAPACITY

Article 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.

Article 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 contracting officer prior to beginning work 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.

- 2.1 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.
- 2.2 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 claim.
- 2.3 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 claim.
- 2.4 Aircraft Liability Insurance:** covering all aircraft used under this contract, with coverage limits shown below:
- 2.4.a. 1 to 5 place passenger seating capacity, contractor must maintain not less than \$150,000 per seat bodily injury or death single and \$1,000,000 per occurrence.
 - 2.4.b. 6 to 10 place passenger seating capacity, contractor must maintain not less than \$300,000 per seat bodily injury or death single and \$3,000,000 per occurrence.
 - 2.4.c. 11 to 20 place passenger seating capacity, contractor must maintain not less than \$500,000 per seat bodily injury or death single and \$5,000,000 per occurrence.
 - 2.4.d. 21 and greater passenger seating capacity, contractor must maintain not less than \$500,000 per seat bodily injury or death single and \$10,000,000 per occurrence.

The State shall be added as Additional Insured. This insurance shall be considered to be primary and non-contributory to any other insurance carried by the State through self-insurance or otherwise. In addition to providing the above insurance coverage contractor shall, in any contract or agreement with subcontractors performing work, require that all indemnities and waivers of subrogation it obtains, and that any stipulation to be named as an additional insured it obtains, also be extended to waive rights of subrogation against the State of Alaska and to add the State of Alaska as additional named indemnity and as additional insured.
