

INVITATION TO BID (ITB) NUMBER

2521N010

RETURN THIS BID TO THE ISSUING OFFICE AT:



Department of Transportation & Public Facilities
Northern Region Procurement Office
2301 Peger Road
Fairbanks, Alaska 99709

THIS IS NOT AN ORDER DATE ITB ISSUED: December 30, 2020

ITB TITLE: Air Service Charter – Dalton Highway Crew Change

SEALED BIDS MUST BE SUBMITTED TO THE DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES AT THE ABOVE ADDRESS AND MUST BE TIME AND DATE STAMPED BY THE PURCHASING SECTION PRIOR TO 10:00 AM ON JANUARY 20TH, 2021, AT WHICH TIME THEY WILL BE PUBLICLY OPENED.

SERVICE AREA LOCATION: Dalton Highway

DELIVERY DATE: See Specifications

F.O.B. POINT: See Specifications

IMPORTANT NOTICE: If you received this solicitation from the State's "Online Public Notice" web site, you must register with the Procurement Officer listed on this document to receive notification of subsequent amendments. Failure to contact the Procurement Officer may result in the rejection of your offer.

BIDDER'S NOTICE: By signature on this form, the bidder certifies that:

- (1) the bidder has a valid Alaska business license, or will obtain one prior to award of any contract resulting from this ITB. If the bidder possesses a valid Alaska business license, the license number must be written below or one of the following forms of evidence must be submitted with the bid:
 - a canceled check for the business license fee;
 - a copy of the business license application with a receipt date stamp from the State's business license office;
 - a receipt from the State's business license office for the license fee;
 - a copy of the bidder's valid business license;
 - a sworn notarized affidavit that the bidder has applied and paid for a business license;
- (2) the price(s) submitted was arrived at independently and without collusion and that the bidder is complying with:
 - the laws of the State of Alaska;
 - the applicable portion of the Federal Civil Rights Act of 1964;
 - the Equal Employment Opportunity Act and the regulations issued thereunder by the State and Federal Government; and
 - all terms and conditions set out in this Invitation to Bid (ITB).

If a bidder fails to comply with (1) at the time designated in the ITB for opening the state will disallow the Alaska Bidder Preference. If a bidder fails to comply with (2) of this paragraph, the state may reject the bid, terminate the contract, or consider the contractor in default. Bids must be also submitted under the name as appearing on the bidder's current Alaska business license in order to receive the Alaska Bidder Preference.

 Eric Johnson PROCUREMENT OFFICER TELEPHONE NUMBER (907) 451-5102 FAX NUMBER (907) 451-2313 EMAIL: eric.johnson@alaska.gov	_____ COMPANY SUBMITTING BID _____ AUTHORIZED SIGNATURE _____ PRINTED NAME _____ DATE	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER PREFERENCE? [] YES [] NO *DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? [] YES [] NO *SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY _____ E-MAIL ADDRESS
ALASKA BUSINESS LICENSE NUMBER	FEDERAL TAX ID NUMBER	TELEPHONE NUMBER

INSTRUCTIONS TO BIDDERS:

1. INVITATION TO BID (ITB) REVIEW: Bidders shall carefully review this ITB for defects and questionable or objectionable material. Bidders' comments concerning defects and questionable or objectionable material in the ITB must be made in writing and received by the purchasing authority at least ten (10) days before the bid opening date. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective bid, upon which award cannot be made, and the resultant exposure of bidders' prices. Bidders' original comments should be sent to the purchasing authority listed on the front of this ITB.

2. BID FORMS: Bidders shall use this and attached forms in submitting bids. A photocopied bid may be submitted.

3. SUBMITTING BIDS: Envelopes containing bids must be sealed, marked, and addressed as shown in the example below. Do not put the ITB number and opening date on the envelope of a request for bid information. Envelopes with ITB numbers annotated on the outside will not be opened until the scheduled date and time. **Preferred method of submitting bids is electronic submission due to office restrictions.**

Bidder's Return Address

Department of Transportation & Public Facilities
Supply & Services
2301 Peger Road
Fairbanks, AK 99709

ITB Name & Number: Air Charter Service – Dalton Highway Crew Change; 2521N010

Opening Date: January 20, 2021 at 10:00 AM

ELECTRONIC BID SUBMISSION: Bids may be emailed to dotnrprocurement@alaska.gov no later than the date and time listed on page one of this ITB as the deadline for receipt of bids, and must contain the ITB number in the subject line of the email. Emailed bids must be submitted as an attachment in PDF format. Please note that the **maximum** size of a single email (including all text and attachments) that can be received by the state is **20mb (megabytes)**. If the email containing the bid exceeds this size, the bid must be sent in multiple emails that are each less than 20 megabytes and each email must comply with the requirements described above. The state is not responsible for unreadable, corrupt, or missing attachments. It is the bidder's responsibility to contact the issuing office at (907) 451-5102 to confirm that the bid has been received. Failure to follow the above instructions may result in the bid being found non-responsive and rejected.

FAX BID SUBMISSION: Bids may be faxed to (907) 451-2313, no later than the date and time listed on page one of this ITB as the deadline for receipt of bids. It is the bidder's responsibility to contact the issuing office at (907) 451-5102 to make arrangements prior to faxing the bid and to confirm that the bid has been received. Failure to follow the above instructions may result in the bid being found non-responsive and rejected.

4. 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.

5. VENDOR TAX ID NUMBER: If goods or services procured through this ITB are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the State of Alaska before payment will be made.

6. FILING A PROTEST: A bidder may protest the award of a contract or the proposed award of a contract for supplies, services, or professional services. The protest must be filed in writing and include the following information: (1) the name, address, and telephone number of the protester; (2) the signature of the protester or the protester's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) the form of relief requested. Protests will be treated in accordance with Alaska Statutes (AS) 36.30.560-36.30.610.

CONDITIONS:

1. AUTHORITY: This ITB is written in accordance with AS 36.30 and 2 AAC 12.

2. 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; be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.

3. 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.

4. 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.

5. FIRM OFFER: For the purpose of award, offers made in accordance with this ITB must be good and firm for a period of ninety (90) days from the date of bid opening.

6. 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.

7. BID PREPARATION COSTS: The State is not liable for any costs incurred by the bidder in bid preparation.

8. CONSOLIDATION OF AWARDS: Due to high administrative costs associated with processing of purchase orders, a single low bid of \$50 or less may, at the discretion of the State, be awarded to the next low bidder receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in "INSTRUCTION TO BIDDERS", "FILING A PROTEST" above.

9. 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.

10. 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.

11. ASSIGNMENT(S): Assignment of rights, duties, or payments under a contract resulting from this ITB is not permitted unless authorized in writing by the procurement officer of the contracting agency. Bids that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.

12. SUBCONTRACTOR(S): Within five (5) working days of notice from the state, the apparent low bidder must submit a list of the subcontractors that will be used in the performance of the contract. The list must include the name of each subcontractor and the location of the place of business for each subcontractor and evidence of each subcontractor's valid Alaska business license.

13. FORCE MAJEURE (Impossibility to perform): The parties to a contract resulting from this ITB are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this ITB, 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.

14. LATE BIDS: Late bids are bids received after the time and date set for receipt of the bids. Late bids will not be accepted.

15. 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 thirty (30) days before the desired date of cancellation.

16. 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.

17. 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, in accordance with the provisions of AS 36.30.620 – 632.

18. CONSUMER ELECTRICAL PRODUCT: AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this bid the bidder certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor and Workforce

Development, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.

19. SEVERABILITY: If any provision of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

20. 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 17 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.

SPECIAL CONDITIONS:

1. 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.

2. BILLING INSTRUCTIONS: Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order, not to the Division of General Services. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.

3. 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.

PREFERENCES:

1. ALASKA BIDDER PREFERENCE: Award will be made to the lowest responsive and responsible bidder after an Alaska bidder preference of five percent (5%) has been applied. The preference will be given to a person who: (1) holds a current Alaska business license at the time designated in the invitation to bid for bid opening; (2) submits a bid for goods or services under the name on the Alaska business license; (3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid; (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and, (5) if a joint venture, is composed entirely of ventures that qualify under (1) - (4) of this subsection. AS 36.30.170, AS 36.30.321(a) and AS 36.30.990(2)

2. ALASKA VETERAN PREFERENCE: If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2) and is a qualifying entity as defined in AS 36.30.321(f), they will be awarded an Alaska veteran preference of five percent (5%). The preference will be given to a (1) sole proprietorship owned by an Alaska veteran; (2) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans; (3) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or (4) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans, and may not exceed \$5,000. The bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies

of the general nature solicited to other state agencies, other governments, or the general public - AS 36.30.321(i).

3. USE OF LOCAL FOREST PRODUCTS: In a project financed by state money in which the use of timber, lumber and manufactured lumber is required, only timber, lumber and manufactured lumber products originating in this state from Alaska forests shall be used unless the use of those products has been determined to be impractical, in accordance with AS 36.15.010 and AS 36.30.322.

4. LOCAL AGRICULTURAL AND FISHERIES PRODUCTS PREFERENCE: When agricultural, dairy, timber, lumber, or fisheries products are purchased using state money, a seven percent (7%) preference shall be applied to the price of the products harvested in Alaska, or in the case of fisheries products, the products harvested or processed within the jurisdiction of Alaska, in accordance with AS 36.15.050.

5. ALASKA PRODUCT PREFERENCE: A bidder that designates the use of an Alaska Product which meets the requirements of the ITB specification and is designated as a Class I, Class II or Class III Alaska Product by the Department of Community & Economic Development shall receive a preference in the bid evaluation in accordance with AS 36.30.332 and 3 AAC 92.010.

6. EMPLOYMENT PROGRAM PREFERENCE: If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2), and is offering goods or services through an employment program as defined under 36.30.990(12), they will be awarded an Employment Program Preference of fifteen percent (15%) in accordance with AS 36.30.321(b).

7. ALASKANS WITH DISABILITIES PREFERENCE: If a bidder qualifies for the Alaska bidder preference under AS 36.30.321(a) and AS 36.30.990(2), and is a qualifying entity as defined in AS 36.30.321(d), they will be awarded an Alaskans with Disabilities Preference of ten percent (10%) in accordance with AS 36.30.321(d). A bidder may not receive both an Employment Program Preference and an Alaskans with Disabilities Preference.

8. PREFERENCE QUALIFICATION LETTER: Regarding preferences 6 and 7 above, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists of Alaskan; [1] employment programs that qualify for preference, and [2] individuals who qualify for preference as Alaskan's with disabilities. In accordance with AS 36.30.321(i), in order to qualify for one of these preferences, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

As evidence of an individual's or a business' right to a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences 6 or 7 above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list at the time the bid is opened, and must attach a copy of their certification letter to their bid. The bidder's failure to provide this certification letter with their bid will cause the State to disallow the preference.

ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES: 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>

Phone: (907) 465-2550

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 front page);
- (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.

ALASKA BIDDER PREFERENCE: An Alaska Bidder Preference of five percent will be applied prior to evaluation. The preference will be given to a bidder who:

- (1) holds a current Alaska business license at the time designated for bid opening;
- (2) submits a proposal for goods or services under the name appearing on the bidder's current Alaska business license;
- (3) has maintained a place of business within the state staffed by the bidder, or an employee

of the bidder, for a period of six months immediately preceding the date of the bid;

- (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- (5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

ALASKA BIDDER PREFERENCE STATEMENT: In order to receive the Alaska Bidder Preference, the bid must also include a statement certifying that the bidder is eligible to receive the Alaska Bidder Preference.

If the bidder is a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner and include a statement certifying that all members or partners are residents of the state.

If the bidder is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the state.

BIDDERS WITH DISABILITIES: The State of Alaska complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this procurement should contact the Department of Transportation & Public Facilities at one of the following numbers no later than Ten (10) days prior to bid opening to make any necessary arrangements.

Telephone: (907) 451-5102
Fax: (907) 451-2313
TDD: (907) 451-2363

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 general 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.

PREFERENCE QUALIFICATION: In order to qualify for an Alaska Veterans Preference, Employment Program Preference, or Alaskans with Disabilities Preference, a bidder must add value by actually performing, controlling, managing, and supervising the services provided, or a bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

CONTRACT PERFORMANCE LOCATION: By signature on their bid, the bidder certifies that all services provided under this contract by the contractor and all subcontractors 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.

HUMAN TRAFFICKING: By signature on their bid, 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

CONTRACT INTENT: This Invitation to Bid (ITB) is intended to result in the establishment of a Term Limit agreement to provide Aircraft Charter Services for State Employees with or without supplies and equipment for the Dalton Highway, in the Northern Region, for the Department of Transportation & Public Facilities

The contract(s) resulting from this ITB are not intended for aircraft classified as a public use aircraft or for regularly scheduled flights.

For this contract, a charter or charter service is defined as: aircraft and contractor personnel that an ordering agency hires under this contractual agreement for one-time exclusive use.

NOTICE OF INTENT TO AWARD: After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. This tabulation, called a Notice of Intent to Award, serves two purposes. It lists the name of each company or person that offered a bid and the price they bid. It also provides notice of the state's intent to award a contract(s) to the bidder(s) indicated. A copy of the Notice of Intent will be mailed to each company or person who responded to the ITB. Bidders identified as the apparent low responsive bidders are instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the contracting officer. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the contracting officer does so without a contract and at their own risk.

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.

PROMPT PAYMENT FOR STATE PURCHASES: The state is eligible to receive a 5% discount for all invoices paid within 15 business days from the date of receipt of the commodities or

services and/or a correct invoice, whichever is later. The discount shall be taken on the full invoice amount. The state shall consider payment being made as either the date a printed warrant is issued or the date an electronic funds transfer (EFT) is initiated

FEDERAL EXCISE TAX: The State of Alaska is exempt from Federal Excise Tax except for 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 charter.
- 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.

FEDERALLY IMPOSED TARIFFS: Changes in price (increase or decrease) resulting directly from a new or updated Federal Tariff, excise tax, or duty, imposed after contract award may be adjusted during the contract period or before delivery into the United States via contract amendment.

- **Notification of Changes:** The Contractor must promptly notify the Procurement Officer in writing of any new, increased, or decreased Federal excise tax or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the Procurement Officer.
- **After-imposed or Increased Taxes and Duties:** Any Federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
 - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
 - b) The contractor warrants, in writing, that no amount of the newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in Federal excise tax or duty for goods or services under the contract, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Procurement Officer.
- **State's Ability to Make Changes:** The State reserves the right to request verification of Federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

ADDITIONAL CHARGES: Except for the costs identified by the contractor on the Bid Schedule and costs identified within this contract document, the State shall not be responsible for any other charges.

CONTRACT ADMINISTRATION: The administration of this contract is the responsibility of Eric Johnson, Procurement Officer, with the Department of Transportation & Public Facilities.

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.

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.

Proof of insurance is required for the following:

Aircraft Liability Insurance: Shall be required in amounts according to the passenger capacity of the aircraft offered in the bid.

- 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.
- 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.
- 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.
- 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.

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.

STATE OF ALASKA ITB # 2521N010
AIR CHARTER SERVICE – DALTON HIGHWAY CREW CHANGE

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.

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.

Bidder should list the State of Alaska; Department of Transportation & Public Facilities as a Certificate Holder:

State of Alaska; Dept. of Transportation & Public Facilities
2301 Peger Road
Fairbanks, AK 99709

ANNOTATED LITERATURE: Bidders must annotate their product literature to identify for the state the location of the supporting information regarding each specification set out in this ITB. A bidder's failure to comply with this clause, within the time set by the state, may cause the state to consider the offer non-responsive and reject the bid.

SUPPORTING INFORMATION: The state strongly desires that bidders submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made by the contracting officer that the product offered meets the ITB specifications and that other requirements of the ITB have been met. However, provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the state reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the products offered completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the state and may include the requirement that a bidder will provide a sample product(s) so that the state can make a first-hand examination and determination.

A bidder's failure to provide this supplemental information or the product sample(s), within the time set by the state, will cause the state to consider the offer non-responsive and reject the bid.

FIRM, UNQUALIFIED AND UNCONDITIONAL OFFER: Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To

be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all of the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

NONDISCLOSURE AND CONFIDENTIALITY: Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. “Reasonable care” means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines (i) provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or (ii) acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

Additional information that the contractor shall hold as confidential during the performance of services under this contract include: N/A.

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure (to the extent such notice to the state is permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor’s receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly

STATE OF ALASKA ITB # 2521N010
AIR CHARTER SERVICE – DALTON HIGHWAY CREW CHANGE

known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

CONTRACT PERIOD: The length of the contract will be from the date of award through June 30th, 2021, with the option to renew for Five (5) additional One (1) year terms under the same terms and conditions as the original contract. Renewals are to be exercised solely by the state.

PRODUCER PRICE INDEX (PPI): Contract prices will remain firm through June 30, 2021.

The contractor may request price adjustments, in writing, 30 days prior to the contract renewal date. Requests must be in writing and must be received 30 days prior to the contract renewal date. If the contractor fails to request a PPI price adjustment 30 days prior to the contract renewal date, the adjustment will be effective 30 days after the state receives their written request.

Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Producer Price Index (PPI), Series Id: PCUATRANSATRANS; not seasonally adjusted; Industry: Transportation industries; Product: Transportation industries; Base Date: 200612, for December 2019 of each contract term. The percentage difference between the PPI issued for December, 2019, and the PPI issued for each December of the year of adjustment will determine the maximum allowable adjustment of original contract prices. No retroactive contract price adjustments will be allowed. Only final PPI data will be used to adjust contract pricing.

All price adjustments must be approved by the procurement officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a contract amendment issued by the procurement officer.

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.

ALTERATIONS: The contractor must obtain the written approval from the contracting officer prior to making any alterations to the specifications contained in this ITB. The state will not pay for alterations that are not approved in advance and in writing by the contracting officer.

PERFORMANCE BOND: Any posted performance bonds will ensure performance over the entire term of the contract. In the event it becomes necessary for the state to cancel the contract issued as a result of this ITB due to non-compliance during the term of the contract, regardless of the circumstances or time remaining on the contract, the bonding company shall well and truly perform and complete all obligations and work under said contract in accordance with the terms of the performance bond. *A performance bond is to be in the amount equivalent to Six (6) months of service.*

INDIVIDUAL SURETY: In lieu of a performance bond, a successful bidder may post an individual surety to ensure performance over the entire term of the contract. In the event it becomes necessary for the state to cancel the contract issued as a result of this ITB due to non-compliance during the term of the contract, regardless of the circumstances or time remaining on

STATE OF ALASKA ITB # 2521N010
AIR CHARTER SERVICE – DALTON HIGHWAY CREW CHANGE

the contract, the individual surety will be declared as liquidated damages and become due and payable to the state. By signature on this ITB, the bidder acknowledges this condition and voluntarily relinquishes any and all claims to the entire individual surety. The individual surety may be in any of the following forms:

- **CERTIFIED OR CASHIER'S CHECK**: A certified or cashier's check, made payable to the State of Alaska in the amount equivalent to Six (6) months of service.
- **SPECIAL NOTICE ACCOUNT OR CERTIFICATE OF DEPOSIT**: A special notice account book or certificate of deposit, made payable to the State of Alaska in the amount equivalent to Six (6) months of service.

Failure to supply this document within the time required will cause the state to declare the bidder non-responsible and to reject the bid.

INVOICES: Invoices must be sent directly to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order. The ordering agency will only make payment after it receives the merchandise or service and the invoice. Question concerning payment must be addressed to the ordering agency.

THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED: Because of the additional administrative and accounting time required of state agencies when third party financing agreements are permitted, they will not be allowed under this contract.

CONTINUING OBLIGATION OF CONTRACTOR: Regardless of the terms and conditions of any third-party financing agreement, the contractor agrees that none of its responsibilities under this contract are transferable and that the contractor alone will continue to be solely responsible until the expiration date of the contract. Such responsibilities include, but are not limited to, the provision of equipment, training, warranty service, maintenance, parts and the provision of consumable supplies. By signature on the face page of this ITB the bidder acknowledges this requirement and indicates unconditional acceptance of this continuing obligation clause.

WORKMANSHIP & MATERIALS: All work must be performed in a thorough and workmanlike manner and in accordance with current industry practices. The contractor will be held responsible for the quality of the service.

CONTRACT CANCELLATION: The state reserves the right to cancel the contract at its convenience upon Ninety (90) 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 or supplies provided before the effective date of termination.

METHOD OF AWARD: Award will be made to the lowest responsive and responsible bidder. Bidders must bid on all items to be considered responsive.

SCOPE OF WORK AND SPECIFICATIONS

DESTINATION POINTS: Service shall be between Fairbanks and both Prospect Creek Airport and Galbraith Lake Airport.

DESIGNATION BASE: The Designation Base for this contract shall be: Fairbanks, Alaska 99709. Any additional travel required to achieve this shall be at the Contractors expense.

CAPACITY: Aircraft shall have the capacity to support an average of 18 passengers and shall be capable of transporting up to 27 passengers. Each passenger shall be capable of transporting up to 100 pounds of gear/luggage. It is acknowledged that with an increase in passengers the amount of gear/luggage may need to be reduced. Each passenger shall be allowed a minimum of 50 pounds of gear/luggage for all flights.

FLIGHT SCHEDULE: The schedule day of service/travel will be Wednesday and will be provided on either a weekly or bi-weekly schedule to be determined by the Department. Current operations through June 30th are anticipated to need bi-weekly transport. Changes in this schedule may be adjusted beginning July 1, 2021. The State may request to switch between weekly and bi-weekly at any time during this contract with thirty days (30) written notice.

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

If an aircraft becomes unavailable during a charter, the contractor must furnish a substitute aircraft in accordance with the above substitution requirements and within the timeframe required by the state. If the contractor cannot supply a substitute aircraft 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.

FLIGHT CANCELLATION: For conditions not related to weather, the state reserves the right to cancel a scheduled charter 72 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 72 hours prior to the scheduled departure time.

Bidders shall list their cancellation fee for each trip on the Bid Schedule. Failure to list the cancellation fee shall be considered as no cancellation fee for that trip.

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,

STATE OF ALASKA ITB # 2521N010
AIR CHARTER SERVICE – DALTON HIGHWAY CREW CHANGE

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 frame required by the state, the state reserves the right to contact another contractor for service.

FLIGHT DEVIATIONS: In the event that flights depart from Designation point and are unable to make a complete trip, charges shall be reduced in the following manner.

- Flight departs Designation Point and is only able to land at one (1) Destination Point. Trip charge shall be reduced by Landing Fee.
- Flight departs Designation Point and is unable to land at either Destination Point. Trip charges shall only be for Flight Time.

Please indicate charges for both Landing Fee and Flight Time on the Bid Schedule. These prices are informational only and will not be evaluated.

SHIPPING/EQUIPMENT DAMAGE: The contractor shall be responsible for any state cargo damaged during loading, unloading, or flight, due to the fault of the contractor, and shall be responsible for reimbursement of the loss. When damaged cargo is discovered, the state will provide the contractor with written notice and the state will deduct the cost of the damaged cargo from the invoice, and request a corrected invoice, prior to payment.

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.

MAINTENANCE REQUIREMENTS: The contractor shall furnish all maintenance, repairs, lubricants, servicing, licenses, registration fees and any other operational expenses at no cost to the state. All aircraft performing services under this contract shall be fully maintained by the contractor in accordance with current FAA regulations and the manufacturer's specifications and recommendations. The state shall not be responsible for any costs associated with aircraft or equipment breakdown.

INSPECTIONS: The state reserves the right to inspect and approve any aircraft offered and inspect and approve its documentation prior to award of the contract or at any time during the contract period. The equipment and attachments offered must be in good repair and capable of performing the work for which they were designed per FAA guidelines. Prior to award of the contract or at any time during the contract period, if the state determines the aircraft is inoperable or not in airworthy condition, the contractor may offer a substitute aircraft, provided the State inspects and/or approves the substitute aircraft prior to use. The bidder's failure to provide the aircraft for inspection or deliver the documentation within the time specified by the state may cause the state to consider the bid non-responsive and reject the bid or the state may cancel the contract.

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.*

REQUIRED CERTIFICATES: The contractor 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 a FAA Aviation Inspector or authorized Representative of the Administrator as defined in 14 CFR 183, for each aircraft offered for services under this contract
- **Air Carrier Certification under provision of 14 CFR 119 and 14 CFR 135, Air Taxi Operators/Commercial Operations**. Operation 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.

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: 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, the transportation of state employees and state 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 aircraft 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. Aircraft under charter shall be subject to the exclusive use and control of the state during the entire period of the charter.

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

The state reserves the right to release a contractor during 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 cost to the state.

PILOT OPERATIONAL RESPONSIBILITIES: The pilot may refuse to perform in situations which, in the pilot's opinion, exceed the pilot's ability, capability of the aircraft, or violate FARs.

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

The pilot shall also be responsible for ensuring that all cargo and equipment brought on board the aircraft is loaded and secured in a manner that does not at any time jeopardize the safe operation of the aircraft.

The best available weather data shall be obtained and evaluated prior to filing flight plans.

Flight plans shall be filed utilizing FAA communications facilities, when available. If FAA facilities are not available, flight plans shall be filed through the ordering agency facilities or by leaving a detailed flight plan with the charter operator, field camp or point of take-off.

The flight and duty time limitations are to meet FAR part 91 and 135 regulations and all other pertinent FARs.

Pilots must meet the following list of minimum pilot standards:

- Commercial Pilot License with appropriate ratings,
- 2nd Class Medical Certificate,
- 200 hours flying time for each aircraft make and model,

STATE OF ALASKA ITB # 2521N010
AIR CHARTER SERVICE – DALTON HIGHWAY CREW CHANGE

- 200 hours of flying in Alaska,
- 1500 total flying hours.

EQUIPMENT APPROVAL: All aircraft offered shall have a Standard Airworthiness Certificate with the aircraft certificate in the normal, utility, transport, or restricted category. The installation and maintenance of equipment must be FAA approved.

The contractor shall, upon request, make available for inspection all aircraft, equipment, facilities, and other items determined by the state to be matters of safety or contract compliance.

The state may reject any equipment of the contractor not in compliance with the provisions of this contract.

Standard equipment for all aircraft shall be as required by the FAR regulations. Fire extinguisher(s) as required by 14 CFR 135.155, containing a minimum of 1-1/2 pounds of extinguishing agent, rated for Class B and Class C fires and a marine VHF radio with multiple frequency capabilities or a single-side band radio with appropriate state facility frequency for that area shall be supplied by the contractor.

AVIONICS REQUIREMENTS: All avionics systems used on aircraft performing services under this contract, as well as their installation and maintenance, shall comply with all current FARs, specifications, and applicable FAA Advisory Circulars throughout the life of the contract.

At the request of the state, the contractor shall install state-furnished radio equipment (Convertoacom or equal) for a particular charter, or provide aircraft 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.

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.

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

- Shall have an FAA Mechanic Certification that has not been suspended or revoked within 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 aircraft 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

STATE OF ALASKA ITB # 2521N010
AIR CHARTER SERVICE – DALTON HIGHWAY CREW CHANGE

equivalent contractor's training program for the make and model of a aircraft offered for services under this contract, or have 12 months of experience maintaining a aircraft of the same make and mode

- Shall be prepared to show evidence of maintaining an aircraft 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.
- If under charter, shall be available at the aircraft's Designated Base or alternate location to service and inspect the aircraft, monitor telephones or radio equipment, or both, while the aircraft is flying, and initiate search and rescue operations if needed.

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

FIRST-AID KIT REQUIREMENTS: All aircraft 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. Must be readily accessible in a location made known to all passengers by the pilot. The contents shall meet the following minimum quantities:

<u>Item</u>	<u>10-50 Passenger Seats</u>
• Adhesive bandage strips, (3" long)	16
• Antiseptic or alcohol wipes (packets)	20
• Ammonia inhalants, 6mm	10
• Bandage compresses, (4")	8
• Triangular bandage - 40" (sling)	10
• Roller bandage, 4" x 5 yds (gauze)	4
• Adhesive tape, 1" x 5 yds (std. roll)	2
• Bandage scissors	1
• Body Fluids Barrier Kit	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

SURVIVAL KIT: All aircraft performing services under this contract must carry survival equipment in accordance with Alaska Statute (AS) 02.35.110 and in a readily accessible location made known to all passengers by the pilot. Survival kits must contain the minimum quantities of emergency equipment defined in AS 02.35.110.

STATE OF ALASKA ITB # 2521N010
AIR CHARTER SERVICE – DALTON HIGHWAY CREW CHANGE

ESTIMATED ANNUAL USAGE

It is estimated that there may be as many as fifty-two (52) flights per year being requested if this becomes a weekly requirement, if bi-weekly, there may be twenty-six (26) flights per year. For first term of contract, service will be bi-weekly.

BID SCHEDULE

Where Trip is listed on the Bid Schedule, this is to include all fees and charges for departure to both Destination Points and returning to the Designation Base.

Quantity listed in Bid Schedule is for first term of this contract. The unit price submitted shall be used in determination for weekly or bi-weekly schedule for renewable options.

Pay Item	Description	Unit Of Measurement	Estimated Quantity	Unit Cost	Extended Cost
1	Charter Service – Dalton Highway Crew Change	Trip	12	\$_____	\$_____

Flight Deviation Prices – Not included in evaluation

Landing Fee: \$_____

Flight Time: \$_____

GUARANTEED START DATE: _____ calendar days after receipt of order.

CONTRACTOR ADDRESS: _____

Contact: _____

Phone: _____

Email: _____