

**Alaska Department of  
Environmental Conservation  
Division of Water**

**INFORMAL REQUEST FOR PROPOSAL  
170007381  
Southeast Lakes Survey  
Floatplane Charter Services**

**Date of Issue: April 17, 2017**

**1. Purpose**

The State of Alaska, Department of Environmental Conservation (DEC or State) is soliciting proposals on behalf of its Division of Water for floatplane charter services for a series of Southeast Alaska lake surveys to be conducted during July and August, 2017. The surveys will be conducted by DEC staff utilizing the transportation services provided for herein.

**2. Background**

The Alaska Monitoring and Assessment Program (AKMAP) plans to complete a series of lake surveys in July and August, 2017. The Southeast Lakes Survey will provide baseline information about water and sediment quality, aquatic habitat, and human impacts through random surveys of a target population. This project will survey a total of 40 to 50 lakes located throughout Southeast Alaska. While some lakes are accessible by road or boat, many of these randomly selected lake sites are isolated and only accessible by floatplane or airplane. DEC anticipates, without guarantee, approximately 25 lakes will need to be accessed by floatplane.

### 3. Scope of Work

The DEC is soliciting proposals from offerors to perform the services set forth herein. Proposals shall include a description of how each of the subsections designated as **Mandatory Evaluated (ME)** shall be accomplished, to include a description of experience and capability to perform each element, service, or task. If a proposal does not address each **Mandatory Evaluated (ME)** criteria, that proposal may be rejected as non-responsive.

The contractor awarded the contract resulting from this IRFP shall manage and perform all aspects of the scope of work as noted herein and within its proposal. The scope of work shall be performed on time and on budget. The anticipated budget for this IRFP is a not to exceed amount of \$65,000. Funding for the contract resulting from this IRFP is subject to legislative appropriation.

Any requested change to the time, scope, or cost of the contract resulting from this IRFP must be agreed upon and executed through a written amendment to the contract. The DEC reserves the right to request documentation that supports and justifies an increase to the cost of the contract, and reserves the right in good faith to either accept or reject any such request. Any conflicting technical requirements will be resolved between the contractor and DEC in a timely manner throughout the duration of the contract.

#### 3.1 General Requirements

The contractor shall comply with each of the following:

1. Adherence with all applicable federal, state, and local laws and ordinances.
2. Work shall be performed by qualified personnel, experienced with work of the nature described herein.
3. Proposals that exceed the budget are subject to either rejection by DEC or contract negotiation, at DEC's sole discretion. DEC reserves the right to not accept proposals that are not in the best interest of the State.
4. Should the effort of the contract resulting from this IRFP, within this scope of work, develop into more than originally anticipated, DEC reserves the right to increase the time, scope, or cost of the contract as agreed upon and memorialized through a written amendment.
5. In the event an unforeseeable circumstance necessitates an adjustment to the flight schedule, the contractor shall provide notification to the DEC Project Manager at least 24 hours in advance of a requested adjustment.
6. The type of contract awarded from this IRFP will be a time and materials contract.

7. The proposed prices shall be stated as an hourly rate (Flight Time) and a standby rate for actual services rendered for the performance and completion of the services identified herein using Appendix C Cost Proposal. Actual services rendered include actual time spent in preparation and performance of the scope of work in the contract. The rate shall be a Fully Burdened Rate, and must include all costs associated with the Contractor's operations, including the provision of all services and materials as needed to perform and meet the requirements herein including, but not limited to, wages, administrative overhead, travel, transportation, lodging, and all other costs associated with the performance of the contract. That rate may not fluctuate for the period of this contract unless otherwise agreed to in writing by both parties and executed as an amendment to the contract.

The only exception is fuel costs, for which the contractor may submit receipts showing details of actual fuel costs. The receipts will be submitted with an invoice and will be reimbursed based on actual amounts and shall not include any mark up of any kind. No other costs will be considered for payment.

### 3.2 Subcontractor

The offeror shall identify within its proposal the specific services and locations within this IRFP that the Offeror intends to subcontract, if any. Within 10 calendar days after the Service Commencement Date, the Contractor shall provide the following information for each and every subcontractor it intends to use in the performance of the contract:

- Name of the subcontractor
- Address of the subcontractor
- Type of work the subcontractor will be performing
- Percentage of work the subcontractor will be providing
- Evidence that the subcontractor holds a valid Alaska business license
- A written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract

All subcontractors must be approved by the DEC prior to the contractor's execution of each subcontract. After the initial approvals of subcontractors by DEC during the contract implementation period, the contractor may not enter into any other subcontracts without prior written approval from the DEC.

Notwithstanding the approval of any subcontract, the Contractor shall be solely responsible for the satisfactory performance of all subcontractors and subcontracted services and for the compensation of all subcontractors. The Contractor shall be and remain liable for all costs and damages to the DEC caused by negligent performance or non-performance of the subcontracted services and shall indemnify,

defend and hold harmless the State and its officers, employees, and agents from and against any such claims or failures by subcontractors.

If the Contractor uses any subcontractors, each subcontractor shall meet all the requirements herein and have a written agreement with the Contractor ensuring each subcontractor agrees to comply with the terms of the contract applicable to its scope of performance. That written agreement shall require each subcontractor meet and comply with all of the applicable provisions of the contract, including all terms and conditions, indemnity, and insurance requirements set forth herein.

Should the Contractor fail to require the subcontractor(s) to meet and comply with all applicable provisions of the contract as set forth in the contract, and such failure damages the State in any way, the Contractor shall indemnify, defend, and hold harmless the State and its officers, employees, and agents against such damage as set forth in this IRFP. The Contractor shall obtain proof of other insurance required from subcontractors and submit such proof to the DEC upon request.

### **3.3 (ME) Survey Lake Locations**

This IRFP sets forth the provision of floatplane charter services to transport the DEC crew and equipment to a maximum of 25 remote lakes in Southeast Alaska. A list of the location of each remote lake currently anticipated to be part of the survey project is provided in Attachment 1 SE Lake Location Map and Attachment 2 SE Lake Location List. Attachment 2 is a complete list of anticipated remote lakes to be surveyed, however DEC provides no guarantee and reserves the right to change this list at its discretion with sufficient notification to the contractor.

DEC would prefer one contractor provide charter services to all of the identified lakes, however if an offeror cannot provide services to all of the lakes then a partial proposal will be allowed. An Offeror shall identify in its proposal if it will provide services for all lakes in Attachment 2; or if a partial proposal is submitted, the offeror must identify which specific lakes it will provide services too. DEC retains the right to award one contract for all lakes, or partial contracts for a specified group of lakes at its discretion.

### **3.4 (ME) Floatplane Services**

DEC seeks a contractor to provide floatplane services for transportation to conduct a series of remote lake surveys planned for July and August, 2017. The Southeast Lakes Survey will be conducted by AKMAP, a DEC crew, to provide baseline information about water and sediment quality, aquatic habitat, and human impacts.

The contractor shall provide an appropriate size floatplane to transport the DEC staff survey team, a crew of four adults. In addition, there will need to be enough room for approximately 500 pounds of gear, equipment, and samples necessary to complete the survey of up to 25 remote Southeast Alaska lakes.

DEC would prefer the fewest number of pilots possible in order to ensure consistency in service provision and availability. An offeror shall identify in its proposal its plan to provide at least one pilot for all the flights it proposes to perform in accordance with [section 3.3 Survey Lake Locations](#).

The pilot of the floatplane must be on standby and stay on site with the plane/crew for approximately 4 hours while environmental sampling is performed. Once sampling is completed at a site and the team is mobilized, the pilot shall either provide transportation to an additional lake site or return the crew to its starting location at DEC's direction. A list of the location of each remote lake currently anticipated to be part of the survey project is provided in Attachment 1 SE Lake Location Map and Attachment 2 SE Lake Location List.

Services shall be provided beginning on July 17, 2017 and ending approximately on August 30, 2017. The flights shall occur during any day of the week, to include weekends, and are weather and schedule dependent. Flight days may or may not be consecutive. DEC shall determine the flight/sampling schedule and will provide sufficient notification to the contractor. Any issues with the schedule will be mutually negotiated between the parties, however DEC retains the right to make all final decisions at its discretion if changes are requested by the contractor.

Describe how this section will be accomplished.

### 3.5 (ME) Experience and Qualifications

An offeror shall identify in its proposal the number and identify of pilots proposed to perform the services herein. The proposal must include each pilot's name, resume, qualifications, and verifiable experience. Pilots shall have no less than 6 months of floatplane experience in Southeast Alaska, to include remote areas and bodies of water.

For the duration of the contract awarded from this IRFP, any change in pilots named in an Offeror's proposal must be submitted to the DEC Project Manager and approved in advance. Pilot changes that are not pre-approved by DEC may be grounds to terminate the contract.

## 4. Alaska Business License and Other Required Licenses Scope of Work

Prior to the award of a contract, an Offeror 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 Alaska Offeror Preference, an Offeror must hold a valid Alaska business license prior to the Deadline for Receipt of Proposals. Offerors should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, P. O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses. Acceptable evidence that the Offeror possesses a valid Alaska business license may consist of any one of the following:

- Copy of an Alaska business license;
- Certification on its proposal that the Offeror has a valid Alaska business license and has included the license number in the proposal;
- A canceled check for the Alaska business license fee;
- A copy of the Alaska business license application with a receipt stamp from the State's occupational licensing office; or
- A sworn and notarized affidavit that the Offeror has applied and paid for an Alaska business license.

## 5. Application of Preferences

Certain preferences apply to State solicitations, regardless of their dollar value, and must be claimed by an Offeror in its proposal. The DEC reserves the right to validate claim of a preference before the preference is applied to ensure the claim's validity. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the IRFP process. Additional preferences that may apply to this procurement are listed in the subsections below. Guides that contain excerpts from the relevant statutes and codes, explain when preferences apply, and provide examples of how to conduct calculations are available at the Department of Administration, Division of General Service's web site: <http://doa.alaska.gov/dgs/policy.html>.

To take advantage of these preferences, Offerors must attach a copy of their certification letter to its proposal. An Offeror's failure to provide this certification letter with its proposal will cause the State to disallow the preference.

### 5.01 Alaska Bidder Preference, 5%

In accordance with AS 36.30.321(a), AS 36.30.990(2), and 2 AAC 12.260 an Alaska Bidder Preference of 5% will be applied to the overall price in the cost proposal. The preference will be given to an Offeror who meets all of the following:

- Holds a current Alaska business license prior to the Deadline for Receipt of Proposals
- Submits a proposal for goods or services under the name appearing on the Offeror's current Alaska business license
- Has maintained a place of business within the State staffed by the Offeror, or an employee of the Offeror, for a period of 6 months immediately preceding the date of the proposal
- 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
- 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, a proposal must include a statement certifying that the Offeror is eligible to receive the Alaska Bidder Preference.

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

If the Offeror is a joint venture which includes a LLC or partnership as identified in bullet 5 of this subsection, the affidavit 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.

#### 5.02 Alaska Veteran Preference, 5%

In accordance with AS 36.30.321(f), an Alaska Veteran Preference of 5%, not to exceed \$5,000, will be applied to the price in the cost proposal. The preference will be given to an Offeror who qualifies under AS 36.30.990(2) as an Alaska bidder and is one of the following:

Sole proprietorship owned by an Alaska veteran

Partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans

Limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans

Corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans

#### Alaska Veteran Preference Statement

In order to receive the Alaska Veteran Preference, a proposal must include a statement certifying that the Offeror is eligible to receive the Alaska Veteran Preference.

#### 5.03 Alaska Offeror Preference, 10%

In accordance with AS 36.30.321 and 2 AAC 12.260(e), Alaska Offerors are eligible for a 10% overall evaluation point preference. Alaska bidders, as defined in AS 36.30.990(2), are eligible for the preference. An Alaska Offeror will receive 10% of the total available points added to their overall evaluation score as a preference.

## 6. Point of Contact

Questions or matters pertaining to the technical aspects of the scope of work, deliverables, invoicing, payments, project completion, and reports are to be directed to the DEC Project Manager:

Amber Bethe  
Alaska Monitoring and Assessment Program



555 Cordova Street  
Anchorage, AK 99507  
Phone: 907-280-8784  
Email: amber.bethe@alaska.gov

Questions or matters pertaining to this IRFP, the resulting contract, amendments, contract negotiations, modifications, or procurement protests are to be directed to the DEC Procurement Officer:

Natalie Wolfe, CPPO  
Procurement Services Unit  
555 Cordova St  
Anchorage, AK 99501  
Phone: 907-269-0291  
Email: Natalie.wolfe@alaska.gov

## 7. IRFP and Project Schedule

The IRFP schedule is as follows. In the event the schedule needs adjusted, the Procurement Officer will issue the adjustments via a written amendment to the IRFP. All times are Alaska Standard Time (AKST).

Event	Date Due	Time Due
<b>Proposal Due Date</b>	<b>May 1, 2017</b>	<b>no later than 4:00 pm</b>
Proposal Evaluation complete, NOIA issued	May 3, 2017	
Contract award issued	May 15, 2017	

## 8. Proposal Requirements

### **Technical Proposals**

Offerors shall provide both a technical proposal and a separate cost proposal identified with the title of this IRFP clearly noted on the envelope. Cost proposals shall be provided in a separate, sealed envelope within the proposal package. No cost data is allowed to be included in the technical proposal.

Proposals shall be submitted to the DEC Procurement Officer noted in Section 6. Point of Contact via email, postal mail, or hand delivery. Only written proposals will be accepted. Proposals that are late, over budget, contain proposed terms that are in conflict with requirements set forth herein, or do not respond to each criteria noted as Mandatory Evaluated (ME) may be rejected as non-responsive.

Technical proposals shall include assumptions made for each task or service within the scope of work. Proposals shall not exceed 4 single-spaced pages (not including attachments) and be Arial 12-point font (or comparable).

### **Cost Proposals**

Cost proposals and pricing shall be provided in accordance with section 3.1 General



Requirements, bullet 7. Cost proposals shall be divided into the following 2 cost categories and be submitted using [Appendix C Cost Proposal](#):

1. Floatplane charter hourly flight rate (Flight Time)
2. Standby hourly rate (Standby Time)

All rates shall be stated as a fully burdened rate, and costs for this project will be paid based on actual services rendered and costs incurred for the performance and completion of the requirements herein.

## 8.1 Evaluation

All proposals will be evaluated by a DEC Procurement Officer or Procurement Evaluation Committee (PEC). Evaluations will be based on the factors identified below.

### Evaluation Categories and Points

The table below indicates the total number of points assigned to each category of the IRFP proposal evaluation:

Technical Proposal	60 points
Cost Proposal	40 points
Total	100 points

The technical proposal will be based upon the following:

IRFP Section	Technical Proposal Evaluation Criteria	Points
5.03	Alaska Offeror Preference	10
3.3	Survey Lake Locations	10
3.4	Floatplane Services	25
3.5	Experience and Qualifications	15

Technical proposals will be scored using the evaluation criteria and point factors noted above. The scores for each proposal will be based upon the assigned scores identified through the evaluation process. Technical proposal scores will not be normalized.

The scores for the cost proposal portion of the evaluation will be normalized as follows: The proposer's cost proposal with the Lowest Average Hourly Rate will receive 40 points, the maximum points available. All other responsive cost proposals will be assigned a portion of the maximum score using the following formula:

$$\frac{\text{Lowest Average Hourly Rate} \times 40}{\text{next Lowest Average Hourly Rate}}$$

## 8.2 Award and Selection

After completion of the proposal evaluations and contract negotiation, if any, the

Procurement Officer will issue a Notice of Intent to Award (NOIA) to all responding offerors and allow for protest rights. The protest period shall be no more than 10 calendar days. The offeror with the best overall combined score will be awarded the contract resulting from this IRFP and in accordance with section [3.3 Survey Lake Locations](#).

## 9 Appendices and Attachments

The following are provided as an appendix and attachment to this IRFP.

[Appendix A State of Alaska Standard Terms and Conditions](#)

[Appendix B Indemnity and Insurance](#)

[Appendix C Cost Proposal](#)

Attachment 1 SE Lake Location Map

Attachment 2 SE Lake Location List Map and list of lake locations

## APPENDIX A STATE OF ALASKA STANDARD CONTRACT TERMS AND CONDITIONS

### Article 1 Definitions

1.1 In this RFP and appendices, "Project Manager" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.

1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

### Article 2 Inspections and Reports

2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the Contractor's facilities and activities under this contract.

2.2 The Contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

### Article 3 Disputes

If the Contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

### Article 4 Equal Employment Opportunity

4.1 The Contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The Contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.

4.2 The Contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all

qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.

4.3 The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the Contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.

4.4 The Contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "Contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.

4.5 The Contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.

4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the Contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the Contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.

4.7 Failure to perform under this article constitutes a material breach of contract.

## Article 5 Termination

The Project Manager, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the Contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

**Article 6 No Assignment or Delegation**

The Contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Manager and the Agency Head.

**Article 7 No Additional Work or Material**

No claim for additional services, not specifically provided in this contract, performed or furnished by the Contractor, will be allowed, nor may the Contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Manager and approved by the Agency Head.

**Article 8 Independent Contractor**

The Contractor and any agents and employees of the Contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

**Article 9 Payment of Taxes**

As a condition of performance of this contract, the Contractor shall pay all federal, State, and local taxes incurred by the Contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

**Article 10 Ownership of Documents**

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the Contractor. The Contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the Contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the Contractor agrees that this paragraph supersedes any such statement and renders it void. The Contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Manager. Unless otherwise directed by the Project Manager, the Contractor may retain copies of all the materials.

**Article 11 Governing Law; Forum Selection**

This contract is governed by the laws of the State of Alaska. To the extent not otherwise

governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

#### Article 12 Conflicting Provisions

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the Contractor may seek to add. The Contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The Contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the Contractor for acts of Contractor negligence, are expressly superseded by this contract and are void.

#### Article 13 Officials Not to Benefit

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

#### Article 14 Covenant Against Contingent Fees

The Contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the Contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

#### Article 15 Compliance

In the performance of this contract, 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.

#### Article 16 Force Majeure

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their 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 respective party. 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.

#### Article 17 Additional Terms and Conditions

**Required Certifications:** The contractor, aircraft, and appropriate employees and subcontractors must have 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.

Each aircraft performing services under this contract must have a current Standard Airworthiness Certificate issued by a FAA Aviation Inspector or authorized Representative of the Administrator as defined in 14 CFR 183.

Copies of the contractor's current FAA Operating Certificate and Rotorcraft External-Load Operator Certificate must be submitted with the bid.

The State may request copies of certifications at any time during the bid evaluation or during the term(s) of the contract. 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, or cancel the contract.

**Destination Points:** The destination points for this contract will be remote and non-remote locations throughout Southeast Alaska.

**Designated Base:** Bidders shall indicate on the Bid Schedule the Designated Base for each aircraft offered. Designated base is defined as: the aircraft's normal home base of operations.

**Flight Time:** Payment for flight-time as measured on the aircraft's flight-meter shall be paid at the hourly rate listed by the contractor 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).

The bidder may identify a minimum flight-time, which 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 aircraft.

Failure to identify a minimum flight-time for an aircraft offered on the Bid Schedule shall be considered as no minimum flight-time for that aircraft.

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 aircraft 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 shall be calculated at a Dry Rate.

For this contract, Dry Rate is defined as: the hourly rate for all costs associated with an aircraft charter, including but not limited to, labor, profits, applicable taxes, airport usage fees, over-flight permits, de-icing, hangar age, insurance, oil, maintenance, landing fees, parking and ground handling, depreciation, salaries, overhead, and permanent shop facilities. It does not include the cost for fuel used during the performance of services under this contract.

Standby Time: The State shall be allowed two hours of standby-time to load and unload the aircraft at no additional cost. Standby-time commences upon the arrival of all state cargo to the loading area and ceases upon the complete removal of all State cargo from the aircraft. It shall not be accumulated for stops involving breaks for the pilot or crew, unavailability of the aircraft, flight-time, taxi-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.

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).

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.

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

Calculation of Payment: A charter commences upon the arrival of all State cargo to the pick-up point and ceases upon the complete removal of all State cargo from the aircraft at the drop-off point. If the site required by the State for commencement of the charter is not the aircraft's Designated Base, the State shall pay the aircraft's flight-time hourly rate and fuel charges for transportation of the aircraft from the Designated Base to the site required by the State.

The State shall also pay the aircraft's flight-time hourly rate and fuel charges for transportation of the aircraft from the drop-off site back to the Designated Base, unless the contractor requires the aircraft to travel to a location other than the Designated base for services not related to this contract. In such cases, payment for the charter terminates at the time of drop-off.

If the lowest priced aircraft that meets the State's 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 aircraft or select the next available aircraft/contractor.

If the State accepts the alternate location, the State shall pay the aircraft's flight-time hourly rate and fuel charges for transportation of the aircraft from the alternate location to the site required by the State.

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 times may be refused, at no cost to the State.

The State shall not expect the contractor to make departures or arrivals 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.

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 contract costs as the original aircraft.

If an aircraft becomes unavailable during a charter, the contractor must furnish a substitute aircraft in accordance with the above 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 only be liable to the original contractor 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.

Advance Notice of Delivery: If the delivery of cargo cannot be made at the scheduled time due to the cancellation of a flight, the contractor must contact the ordering agency immediately to reschedule the delivery, and provide the ordering agency with an advance notice of delivery. Failure to provide the ordering agency with an advance notice of delivery may result in the rejection of the delivery, at no cost to the State.

Shipping Damage: The contractor shall be responsible for any State cargo damaged in shipment caused by the contractor, and shall be responsible for reimbursement of the loss. When damaged cargo is received, the State shall provide the contractor written notice within 10 days of the end of the charter.

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.

The contractor shall be responsible for any State cargo damaged during loading and unloading, and shall be responsible for reimbursement of the loss. 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.

Optional Equipment: For each make and model of aircraft offered, the bidder must indicate on the Bid Schedule the optional equipment available for that aircraft. If available for the aircraft that is selected by the State for a charter, the State may request the optional equipment at no additional cost.

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 regulations, and used in accordance with current FAA regulations. The contractor shall be prepared to show documentation of these requirements upon request by the State.

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.

Maintenance Requirements: 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.

The contractor shall perform and furnish all inspections, overhauls, repairs, lubricants, servicing, licenses, registration fees, and any other operational expenses at no cost to the State. The contractor shall also have an adequate supply of repair or replacement parts that are most frequently used on the aircraft, in addition to all tools and special equipment recommended by the manufacturer for maintenance of the aircraft.

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.

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 cargo to all areas within the State of Alaska.

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.

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.

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 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.

Failure of a contractor to adhere to all requirements of this contract may cause the State to cancel the contract, at no cost to the State.

## APPENDIX B INDEMNITY AND INSURANCE

### 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, and subcontractor employees if any, 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 marine liability requirements of not less than \$500,000 per occurrence. 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 \$1,000,000 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.



## Appendix C Cost Proposal

**Offeror Name**

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**Cost Proposed as a Single Fully Burdened Rate per Cost Category as noted below:**

Cost Category	Hourly Rate
Floatplane charter hourly flight rate (Flight Time)	
Floatplane charter hourly standby rate (Standby Time)	
Average Hourly Rate (an average of the 2 rates above)	

<b>Authorized Representative (Print)</b>	
<b>Signature</b>	
<b>Date</b>	



**ATTACHMENT 1, SE LAKE LOCATION MAP**

Map showing the location of Lake 10455 (highlighted in yellow) in the Gulf of Alaska. The map includes the Alaska Peninsula, the Aleutian Islands, and the Bering Sea. Other lakes are marked with yellow dots and labeled with numbers: 10246, 10427, 10431, 10432, 10435, 10463, 10464, 10448, 10305, 10433, 10003, 10446, 10083, 10462, 10434, 10450, 10180, 10453, 10429, 10436, 10440, 10153. The map also shows the Bering Sea, the Chukchi Sea, and the Bering Strait. A scale bar indicates 60 miles. A north arrow is in the top right corner.



60 30 0



## ATTACHMENT 2 SE LAKE SITE LOCATION LIST

Lake ID	Latitude	Longitude	Lake Name	Description/Notes
NLA17_AK-10003	56.097166	-130.743343	None	Access by float plane if no ice, high elevation, lake is 1.23 miles long, Ketchikan ~100 miles away
NLA17_AK-10083	55.502629	-130.735897	None	Fly to Punchbowl Lake and walk 100' to lake. Lake on island in lake. 66m E Ketchikan
NLA17_AK-10153	56.377377	-134.704575	Ludvik Lake	Ludvik Lake, access via Big Port Walter, 440 feet to lake from port/cove.
NLA17_AK-10180	55.213369	-130.802862	None	Ketchikan, float plane to Badger Lake then 400 foot hike
NLA17_AK-10246	56.718506	-133.496144	None	Easily reachable by ATV from the main airstrip or by landing at Lowenstein/Johnny's East River Lodge. Or accessed along a small somewhat overgrown ATV trail off the Dry Bay Main Trail. CONFIRM ACCESS FROM LANDOWNER
NLA17_AK-10305	56.426589	-133.897525	None	Beach access? need further info. 126 miles SE Sitka, 70 miles S Kake
NLA17_AK-10427	58.364688	-136.782773	South Deception Lake	Float plane access, Glacier Bay NP. 72m W Gustavus.
NLA17_AK-10429	54.782799	-132.868568	Essowah Lakes	Dall Island - floatplane access
NLA17_AK-10431	57.909909	-134.660463	Lake Kathleen	Floatplane or possible road access. 113m NE Sitka, 57m S Juneau
NLA17_AK-10432	57.665774	-134.987684	Kook Lake	Floatplane or possible road access. 94m SW Juneau, 76m NE Sitka
NLA17_AK-10433	56.110828	-131.870086	Boulder Lake	Floatplane access. Above Anan, 57m SE Wrangell, 95m N Ketchikan
NLA17_AK-10434	55.441746	-131.197296	None	Ktn float access - check for info. 32m NE Ketchikan.
NLA17_AK-10435	58.211084	-133.367109	Crescent Lake	74m E Juneau, float plane access
NLA17_AK-10440	56.519594	-134.711919	Deer Lake	S. Baranof floatplane. 76m SE Sitka.
NLA17_AK-10446	55.616045	-131.286259	Swan Lake	40m NE Ketchikan. Clear road to lake from coast, but also float plane access.
NLA17_AK-10448	57.021844	-134.821551	Carbon Lake	Float plane access, 35m E Sitka.
NLA17_AK-10450	55.420688	-131.191236	Big Lake	Ktn float access- check for info. 36m NE Ketchikan.
NLA17_AK-10453	55.025238	-132.366179	Klakas Lake	POW float access - maybe info at CRD. 63m SW Ketchikan, 38m SE Hydaburg
NLA17_AK-10455	59.004969	-136.212651	None	86m N Gustavus, 60m SW Haines, 150m NW JNU. Float plane access
NLA17_AK-10456	56.499358	-134.917253	LonieofLake	S. Baranof floatplane, 75m S Sitka
NLA17_AK-10462	55.479367	-130.805401	Upper Checats Lake	Float plane access. 60m NE Ketchikan.
NLA17_AK-10463	58.192434	-133.786082	Long Lake	Float plane or possibly road access. 45m SE JNU.
NLA17_AK-10464	57.673455	-134.31231	McKinney Lake	Float plane access. 80m S JNU.