

# STATE OF ALASKA

## INVITATION TO BID (ITB)



### FIXED WING CHARTER SERVICES

ITB 240000072

NOVEMBER 3, 2023

The Department of Administration, Office of Procurement and Property Management (OPPM) is seeking multiple, non-mandatory, term contracts to provide Fixed Wing Aircraft Charter Services to all areas within the State of Alaska for the transportation of state employees and state approved personnel, with or without equipment and supplies. The contracts established shall be on an as-needed basis for all executive branch agencies.

**IMPORTANT NOTICE:** If you received this solicitation from the State of Alaska's "Online Public Notice" web site, you must register with the procurement officer listed below in order to receive notification of subsequent amendments to the solicitation. Failure to register with the procurement officer may result in the rejection of your offer.

**BIDDER'S NOTICE:** By signature on this form, the bidder certifies that they comply with the following:

- (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 the following forms of evidence 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, under penalty of perjury, 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;
  - the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;
  - the bid will remain open and valid for at least 90 days;
  - all terms and conditions set out in this Invitation to Bid (ITB).

If a bidder does not hold an Alaska Business License (1) at the time designated in the ITB for opening the state will disallow the Alaska Bidder Preference. Bids must also be submitted under the name as appearing on the bidder's current Alaska business license in order to receive 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.

Ian Martin Procurement Officer	_____ COMPANY SUBMITTING BID	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER'S PREFERENCE? [ ] YES [ ] NO
	_____ AUTHORIZED SIGNATURE	*DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? [ ] YES [ ] NO
Phone: (907) 465-5682	_____ PRINTED NAME	*SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY
Email: <a href="mailto:Ian.Martin@alaska.gov">Ian.Martin@alaska.gov</a>	_____ DATE	_____ TELEPHONE NUMBER
_____ ALASKA BUSINESS LICENSE NUMBER	_____ FEDERAL TAX ID NUMBER	_____ E-MAIL ADDRESS

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## SECTION 1. INTRODUCTION & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE ITB

This Invitation to Bid is intended to result in non-mandatory, multiple-award term contracts to provide fixed wing aircraft charter services to all areas within the State of Alaska for the transportation of state employees and state approved personnel with or without equipment and supplies.

The contracts established shall be on an as-needed basis for all Executive Branch Agencies. All other State of Alaska governmental entities may purchase from the contracts resulting from this ITB including State of Alaska governmental entities such as the Alaska Legislative Branch, the Alaska Court System, the University of Alaska, Boards and Commissions, and all State of Alaska political subdivisions – cities, boroughs and school districts. Contracts will be administered through the development of lists of qualified companies that can perform fixed wing aircraft charter services.

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. Multi-day charters may be contracted as a one-time service.*

### SEC. 1.02 DEADLINE FOR RECEIPT OF BIDS

Bids must be received no later than **2:00 PM** Alaska Time on **November 24, 2023**, at which time they will be publicly opened. Late bids or amendments will be disqualified and not opened or accepted for evaluation.

### SEC. 1.03 INVITATION TO BID (ITB) REVIEW

Bidders shall carefully review this ITB for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material in the ITB should be made in writing and received by the procurement officer at least ten 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.

### SEC. 1.04 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF BIDS

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing. Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the ITB. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the ITB. The procurement officer will make that decision.

**SEC. 1.05 SUBMITTING BIDS**

**Bidders must submit bids via email to the email address provided below:**

Department of **ADMINISTRATION**  
Office of Procurement & Property Management  
Attention: **IAN MARTIN**  
Invitation to Bid (ITB) Number: **240000072**  
ITB Title: **FIXED WING CHARTER SERVICES**

**ELECTRONIC SUBMISSIONS:** Bids must be submitted via email, the proposal may be emailed to: [ian.martin@alaska.gov](mailto:ian.martin@alaska.gov) no later than the date and time listed in Section 1.02 Deadline for Receipt of Proposals and must contain the RFP 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.

An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

It is the offeror's responsibility to contact the issuing agency at **907-465-5682** to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

**Faxed and oral proposals will not be accepted.**

**SEC. 1.06 BID FORMS**

Bidders shall use the front page of this ITB and any other forms identified in this ITB for submitting bids. All bids must be signed by an individual authorized to bind the bidder to the provisions of the ITB.

**BIDDER'S CERTIFICATION**

By signature on the bid, the bidder certifies that they comply with the following:

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the state and federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the state and federal government;
- E. all terms and conditions set out in this ITB;
- F. the price(s) submitted was arrived at independently arrived and without collusion, under penalty of perjury; and

G. that the bid will remain open and valid for at least 90 days.

If any bidder fails to comply with [a] through [g] of this paragraph, the state reserves the right to disregard the bid, terminate the contract, or consider the contractor in default.

#### CONFLICT OF INTEREST

Each bid shall include a statement indicating whether or not the company or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The procurement officer reserves the right to **consider a bid non-responsive and reject it** or cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the bidder.

**VENDOR TAX ID NUMBER:** 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. **(see Attachment #1 – Bid Submission Sheet)**

**IRIS VENDOR NUMBER:** The State of Alaska’s Integrated Resource Information System (IRIS) is for accounting, financial, and procurement resource management. IRIS tracks all purchases on a contract.

All vendors seeking award for this contract must obtain a Vendor/Customer number through the IRIS System. This number will be your customer number and identifier when agencies search for carriers on this contract. If you already have an IRIS Vendor number, please provide that on **Attachment #1 – Bid Submission Sheet**.

To obtain your IRIS Vendor/Customer number, you may go to the State of Alaska, Department of Administration, Division of Finance home page and open the “Vendor Self Service” (VSS) link to begin your registration. The IRIS web page can be found at: <http://doa.alaska.gov/dof/iris/> Please provide vendor number on **Attachment #1 – Bid Submission Sheet**.

If you encounter any issues, you may contact the IRIS Vendor Help Desk. The Vendor Help Desk is available Monday through Friday from 8:00 am to 4:30pm. Our phone number is 907-465-5555, Option 1 and our email address is [doa.dof.vendor.helpdesk@alaska.gov](mailto:doa.dof.vendor.helpdesk@alaska.gov)

## SEC. 1.07 PRICES

The bidder shall state prices in the units of issue on this ITB. Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the state, the bidder may list such taxes separately, directly below the bid price for the affected item.

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

- Coal - Internal Revenue Code of 1986 (IRC), Section 4121 - on the purchase of coal;
- “Gas Guzzler” - IRC, Section 4064 - on the purchase of low m.p.g. automobiles, except that police and other emergency type vehicles are not subject to the tax;
- Air Cargo - IRC, Section 4271 - on the purchase of property transportation services by air;
- Air Passenger - IRC, Section 4261 - on the purchase of passenger transportation services by air carriers.

- Leaking Underground Storage Tank Trust Fund Tax (LUST) - IRC, Section 4081 - on the purchase of Aviation gasoline, Diesel Fuel, Gasoline, and Kerosene.

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

### SEC. 1.08 ASSISTANCE TO BIDDERS WITH A DISABILITY

Bidders with a disability may receive accommodation regarding the means of communicating this ITB or participating in the procurement process. For more information, contact the procurement officer no later than ten days prior to the deadline for receipt of bids.

### SEC. 1.09 AMENDMENTS TO BIDS

Amendments to or withdrawals of bids will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of bids, in accordance with 2 AAC 12.140. No amendments or withdrawals will be accepted after the deadline unless the delay is due to an error of the contracting agency, in accordance with 2 AAC 12.160.

### SEC. 1.10 AMENDMENTS TO THE ITB

If an amendment is issued, it will be provided to all who were notified of the ITB and to those who have registered with the procurement officer after receiving the ITB from the State of Alaska Online Public Notice website.

### SEC. 1.11 ITB SCHEDULE

The ITB schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of bids, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Time.

ACTIVITY	TIME	DATE
Issue Date / ITB Released	N/A	11/3/2023
Deadline for Receipt of Bids / Bid Due Date	2:00 PM	11/24/2023
Bid Evaluations Complete	N/A	11/29/2023
Notice of Intent to Award	N/A	12/4/2023
Contract Issued	N/A	12/15/2023

This ITB does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of Administration, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

### SEC. 1.12 ALTERNATE BIDS

Bidders may only submit one bid for evaluation. In accordance with 2 AAC 12.830 alternate bids (bids that offer something different than what is asked for) will be rejected.

### SEC. 1.13 SUPPORTING INFORMATION

Bidders shall submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made by the procurement 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 or services 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.

### SEC. 1.14 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 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.

## SECTION 2. CONTRACT INFORMATION

### SEC. 2.01 CONTRACT INTENT

This Invitation to Bid is intended to result in non-mandatory, multiple-award term contracts to provide fixed wing aircraft charter services to all areas within the State of Alaska for the transportation of state employees and state approved personnel with or without equipment and supplies.

The contracts established shall be on an as-needed basis for all Executive Branch Agencies. All other State of Alaska governmental entities may purchase from the contracts resulting from this ITB including State of Alaska governmental entities such as the Alaska Legislative Branch, the Alaska Court System, the University of Alaska, Boards and Commissions, and all State of Alaska political subdivisions – cities, boroughs and school districts. Contracts will be administered through the development of lists of qualified companies that can perform fixed wing aircraft charter services.

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. Multi-day charters may be contracted as a one-time service.*

### SEC. 2.02 CONTRACT TERM

The length of the contract will be from **January 1, 2024**, through **December 31, 2024**, with the option to renew for **five (5)** additional **one-year** terms under the same terms and conditions as the original contract. Renewals



will be exercised at the sole discretion of the state. **All licensing and insurance must be up to date and resubmitted at the time of renewals in order for each vendor's contract to be renewed.**

### **SEC. 2.03 CONTRACT FUNDING**

Payment for the contract is subject to funds already appropriated and identified.

### **SEC. 2.04 CONTRACT EXTENSION**

Unless otherwise provided in this ITB, the state and the successful bidder/contractor agree: (1) that any extension 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) the procurement officer will provide written notice to the contractor of the intent to cancel the month-to-month extension at least thirty (30) days before the date of cancellation. A month-to-month extension may only be executed by the procurement officer via a written contract amendment.

### **SEC. 2.05 CONTRACT CHANGES – UNANTICIPATED AMENDMENTS**

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the state will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The contractor will not commence additional work until the procurement officer has secured required state approvals necessary for the amendment and issued a written contract amendment.

### **SEC. 2.06 SUBCONTRACTORS**

Subcontractors will not be allowed.

### **SEC. 2.07 JOINT VENTURES**

Joint ventures will not be allowed.

### **SEC. 2.08 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.

**SEC. 2.09 RIGHT TO INSPECT PLACE OF BUSINESS**

At reasonable times, the state may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the state makes such an inspection, the contractor must provide reasonable assistance.

**SEC. 2.10 SCOPE OF WORK AND SPECIFICATIONS**

**CONTRACTOR SELECTION PROCESS:** Once the contracts are established, the contracting officer will group the aircraft into Designated Base locations, arrange them according to lowest per hour flight-time cost per make/model of aircraft, and list each aircraft's performance and optional equipment features in a "Value Analysis Spreadsheet."

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

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

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

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

**DESTINATION POINTS:** The destination points for this contract will be remote and non-remote locations throughout Alaska.

**DESIGNATED BASE:** Bidders shall indicate on the Bid Schedule the Designated Base for each aircraft offered. This information shall be used to group the aircraft into appropriate locations after award of the contract(s).

For this contract, designated base is defined as: *the aircraft's normal home base of operations listed on Bid Sheet.*

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

**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 on the Bid Schedule for that aircraft, for the total amount of flight-time accumulated during the charter and rounded to the nearest 1/10th hour.

For example, if the contractor's flight-time rate for that aircraft is \$600.00 per hour, and the total amount of flight-time as measured by the flight-meter equals one hour and six minutes, the state shall pay for 1 hour and 6 minutes of flight-time, or \$660.00 (\$600.00 plus 1/10<sup>th</sup> of the flight-time rate).

For each aircraft offered on the Bid Schedule, the bidder may identify a flight-time hourly rate for charters totaling less than 24 hours and a flight-time hourly rate for charters totaling 24 hours or greater.

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

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

For this contract, flight-time is defined as: *the total amount of time, as measured on the flight-meter and expressed in hours and tenths of hours, from the moment the 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 contract on the Bid Schedule shall be calculated at a Dry Rate.

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

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

**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.

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

**ADDITIONAL STANDBY TIME:** Any standby-time accumulated during a charter for loading and unloading, in excess of two hours total combined, shall be paid at the Additional Standby-Time hourly rate listed by the contractor on the Bid Schedule for that aircraft.

**DAILY AVAILABILITY RATE:** For each aircraft offered in the Bid Schedule, the contractor shall list the Daily Availability Rate for that aircraft to perform a charter equal to or greater than 24 hours in length. The state shall pay the Daily Availability Rate for all charters 24 hours or more.

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

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

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

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

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

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

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

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

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

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

personnel arrive at the site required by the state and have the aircraft available for standby after 12:00pm, the contractor shall be paid one-half the Additional Personnel rate(s).

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

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

**MULTIPLE DAY CHARTERS:** When booking multiple day charters, the contractor shall make the same pilot available for each day of the charter if requested by the state agency at the time the charter is scheduled.

**OVERNIGHT:** In the event that the pilot or crew is required by the state to stay overnight at a location, the state shall reimburse the contractor for the cost of meals, lodging, and transportation for each night the pilot and crew is required to remain away from the designated base in accordance with the State of Alaska, Division of Finance travel policies and procedures (AAM 60). The state is not responsible for any overnight expenses incurred because of mechanical failure or reasons caused by the contractor.

**AAM 60 - TRAVEL:** The Alaska Administrative Manual AAM 60 can be located at the Department of Administration, Division of Finance: [http://doa.alaska.gov/dof/travel/trav\\_acct.html](http://doa.alaska.gov/dof/travel/trav_acct.html) The Section on Travel will list the most current State of Alaska Travel and Per Diem rates discussed throughout this contract.

**FUEL CHARGES:** The state shall be responsible for the cost of aviation fuel used during the performance of services under this contract. All charges for fuel must be considered a pass through to the state and shall be billed at the actual fuel rate paid by the contractor at the time the aircraft is fueled immediately following the charter, and during the charter if applicable. No additional charges for profit or overhead shall be allowed. Charges for fuel must accompany any invoice and must be supported by the fuel invoice(s). Contractor will be responsible for the coordination and supply of additional fuel to remote sites if needed or requested by the purchasing agency during the scheduled charter.

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

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

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

If the contractor cannot fulfill the terms of this contract as soon as conditions permit and within the time 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 personnel and state cargo to the pick-up point required by the state and ceases upon the complete removal of all state personnel or state cargo from the aircraft at the designated base or the site required by the state.

If the site required by the state for commencement of the charter is not the 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. (Repositioning)

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

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

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

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 or contractor.

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

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 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.

**PERMANENT AIRCRAFT REPLACEMENT:** In the event that an aircraft (airplane or aircraft) is rendered unavailable or inactive for any length of time, the contractor may furnish a permanent substitute aircraft for the remainder of the contract as long as the replacement aircraft meets all the requirements of the contract, meets or exceeds the minimum specifications of the replaced aircraft, and is offered at the same hourly/daily rates as the original aircraft. The contractor must submit documentation that the replacement aircraft meets the minimum specifications of the replaced aircraft. A request to permanently replace an aircraft for the remainder of the contract must be approved by the contracting officer prior to the use of the replacement aircraft for services performed under this contract.

**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.

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.

**SEATING CAPACITY:** The seating capacity of the aircraft must be identified in the Bid Schedule. Seating capacity shall not include pilot or crew and shall be passenger seats only.

**SPECIAL USE:** Special use flights are not a requirement of the contract resulting from this ITB. However, the state may request flights in marginal weather, salt and freshwater landings, landings on still and moving waters, ice landings, and low-level flights. If a successful bidder can perform any of these special activities the state may request these services and the contractor, at its option, may provide these services. Please indicate on the Bid Schedule if you are willing to consider “**Special Use**” flights. Failure of the bidder to indicate in the Bid Schedule acceptance of “Special Use” flights will be determined as a negative response. The state will have the option to contact the next available contractor for this service.

“Special Use” activities are defined as the utilization of aircraft in support of state programs, which due to their functional use, requires special considerations. Special pilot qualifications, techniques and aircraft equipment may be required to reduce risk exposure and enhance the safe transportation of personnel and property. The following are some examples of special use activities:

- Aircraft operations requiring changes to the airframe that invalidate the aircraft's standard Airworthiness certificate (e.g., external loads, door removal, etc.)
- All flights conducted between ground level and 500 feet above the surface
- Dispensing of flammable liquids, flares or ignition devices by aircraft
- Takeoffs and landings that require special pilot techniques in mountainous terrain
- All seaplane landings and takeoffs
- Flights in marginal weather
- Ice and snow landings

Contractors willing to perform “Special Use” services may be required to submit aircraft or pilot information for each aircraft or pilot requested to fly for the State of Alaska. If required by the state, this information must be submitted to the ordering agency for approval prior to performing services.

**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.

**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.

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

Bidders must indicate on the Bid Schedule whether or not they are willing to transport hazardous materials. Failure of the bidder to indicate in the Bid Schedule acceptance of restricted materials will be interpreted as a negative response for the transportation of such items only. The state will have the option to contact the next available contractor for this service if hazardous material delivery services are needed.

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:** 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.*

## SEC. 2.11 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. 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. 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,
- 200 hours of flying in Alaska,
- 1500 total flying hours.

Pilots must meet the following minimum standards for "Special Use" flights as appropriate:

- 50 hours low level or flown for the state in the past year under this category,
- 100 hours of winter flying in the applying location,
- 50 hours of ocean landing, a check ride, or flown with the state in the past year under this category, and
- A total of 100 hours of float time with at least 25 hours per aircraft type.

Ordering agencies may, at their option, require additional minimum requirements for all flights.

**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 (Convertacom 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 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 a 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.

For charters less than 24 hours, inclusion of a mechanic in the field is at the discretion of the state. A request for a mechanic will be made at the time a charter is requested and billed as an additional personnel mechanic.

**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>0-9 Passenger Seats</u>	<u>10-50 Passenger Seats</u>
• Adhesive bandage strips, (3" long)	8	16
• Antiseptic or alcohol wipes (packets)	10	20
• Ammonia inhalants, 6mm	5	10
• Bandage compresses, (4")	4	8
• Triangular bandage - 40" (sling)	4	10
• Roller bandage, 4" x 5 yds (gauze)	2	4
• Adhesive tape, 1" x 5 yds (std. roll)	2	2
• Bandage scissors	1	1
• Body Fluids Barrier Kit	1	1
(to include 2-pairs latex gloves / 1-face shield / 1-mouth to mouth barrier / 1-protective gown / 2 antiseptic towelettes/ 1-biohazard disposable bag)		

Note: Splints are recommended if space permits

**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.

#### DEFINITIONS:

- Aircraft Charters – Aircraft that an ordering agency hires commercially under a contractual agreement specifying performance and one-time exclusive use. The commercial source operates and maintains charter aircraft (41 CFR 102.33)
- Incident – An occurrence other than an accident, associated with the operation of an aircraft, which affects or could affect the safety of operations.
- Mountainous Terrain – Areas of rugged peaks, deep canyons, cliffs, rock outcroppings, steep slopes, including landing on mountain tops and confined areas surrounded by trees, brush, rocks, snow and ice.
- Ordering Agency – State of Alaska Executive Branch Agencies including governmental entities such as the Alaska Legislative Branch, the Alaska Court System, the University of Alaska, Boards and Commissions, and all State of Alaska political subdivisions – cities, boroughs and school districts.
- Project Manager – An official representative of an ordering agency authorized to act on its behalf.
- Positioning – Time estimated for an aircraft to travel to the trip departure position.
- Public Use Aircraft – Defined as per Title 49 United States Code, Section 40102(a)(41).

**SEC. 2.12 SHIPPING DAMAGE**

The state will not accept or pay for damaged goods. The contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The state will provide the contractor with written notice when damaged goods are received. The state will deduct the cost of the damaged goods from the invoice prior to payment. The contractor must file all claims against the carrier(s) for reimbursement of the loss.

**SEC. 2.13 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES**

The contractor is responsible for providing all products or the completion of all work set out in the contract. All products or work is subject to inspection, evaluation, and approval by the state. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The state may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the state to terminate the contract. In this event, the state may require the contractor to reimburse monies paid (based on the identified portion of unacceptable products or work received) and may seek associated damages.

**SEC. 2.14 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.

**SEC. 2.15 CONTRACT PRICE ADJUSTMENTS**

A contract resulting from this ITB will include the following price adjustment clause:

**Consumer Price Index (CPI):** Contract prices will remain firm through **December 31, 2024**.

The Contractor or State may request price adjustments, no sooner than 12 months from the Contract execution date, and no more than once per contract year. Contractors must submit a request to the State at least thirty (30) days prior to the end of the current term. All Requests must be in writing and must be received 30 days prior to the Contract renewal date.

- a. If the Contractor or State fail to request a CPI price adjustment 30 days prior to the Contract renewal date, the adjustment will be effective 30 days after the State or Contractor receives their written request.
- b. Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor, Bureau of Labor and Statistics, Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska.

- c. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year reported HALF1 (January through June 2023) (depends on the timing, may be HALF1 (January through June 2023); and each HALF1 thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. 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.
- d. Approval for all price increases is dependent upon full compliance with the terms of the Contract including reporting requirements.

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.

## **SEC. 2.16 INFORMAL DEBRIEFING**

When the contract is completed, an informal debriefing may be performed at the discretion of the procurement officer. If performed, the scope of the debriefing will be limited to the products provided or work performed by the contractor.

## **SEC. 2.17 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.

## **SEC. 2.18 INSURANCE**

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

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

**Proof of insurance is required for the following:**

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.

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.

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

State of Alaska  
Office of Procurement & Property Management  
PO Box 110210  
Juneau, Alaska 99811

**SEC. 2.19 MANDATORY REPORTING**

The administration of this contract is the responsibility of the procurement officer or person appointed by the Department of Administration, Office of Procurement & Policy Management.

The contractor must provide a quarterly usage report to the procurement officer in an electronic format (Excel). The report must contain at least the following information: purchasing entity/state agency, description of items and/or services purchased, date of purchase, contract price, retail price, extended contract and retail price, and savings, and any additional fees for each transaction. Purchases by non-state agencies, political subdivisions and others authorized by law shall be reported in the same report and indicated as required.

These reports are due 30 days after the end of each quarter. The contractor's failure to provide these reports as required may result in contract default action.

<u>Reporting Period</u>	<u>Due Date</u>
State Fiscal Quarter 1 (Jul 1 - Sept 30):	Oct 31
State Fiscal Quarter 2 (Oct 1 - Dec 31):	Jan 31
State Fiscal Quarter 3 (Jan 1 - Mar 31):	Apr 30
State Fiscal Quarter 4 (Apr 1 - Jun 30):	Jul 31

**Sample Usage Report Spreadsheet– Attachment #3** - An electronic version of Attachment #3 (Excel spreadsheet) will be provided to all bidders who receive Contract Awards. This spreadsheet will be used in reporting usage and spend.

**SEC. 2.20 ADMINISTRATIVE FEE**

Contractors shall provide a quarterly administrative fee of 1.5% to the State of Alaska. Contractors shall submit a check or Electronic Transfer, payable to the State of Alaska, Department of Administration, Division of Shared Services, for the calculated amount equal to 1.5% of the total sales for the quarterly period.

Contractors must include the contract number on the check or Electronic Transfer. Administrative Fees submitted to the state without the contract number will be returned to the contractor for the required information. Administrative fee checks shall be submitted to:

State of Alaska  
Department of Administration  
Office of Procurement & Property Management  
PO Box 110210  
Juneau, AK 99811-0210  
ATTN: Purchasing Section – Contract # 240000072

The administrative fee shall not be invoiced to a purchasing agency. Payment of the administrative fee is due irrespective of payment status on any orders. Administrative fee checks are due for each quarter as follows:

<u>Reporting Period</u>	<u>Due Date</u>
-------------------------	-----------------



State Fiscal Quarter 1 (Jul 1 - Sept 30):	October 31
State Fiscal Quarter 2 (Oct 1 - Dec 31):	January 31
State Fiscal Quarter 3 (Jan 1 - Mar 31):	April 30
State Fiscal Quarter 4 (Apr 1 - Jun 30):	July 31

**NOTE:** Any quarter with *zero sales* must be reported as zero sales. This may be done via email to the contracting officer.

**NOTE:** Usage may be checked against the vendor transaction history in **IRIS** for each vendor. Failure to provide required usage reports or administrative fees associated with this contract and contract number will result in contract suspension until all updated usage reports and administrative fees have been received and approved of by the Contracting Officer.

## SECTION 3. CONTRACT INVOICING AND PAYMENTS

### SEC. 3.01 BILLING INSTRUCTIONS

Invoices must be sent directly to the ordering agency's email address shown on the individual Purchase Order or Delivery Order. The ordering agency will only make payment after the service is completed and they receive an invoice which identifies both the **contract number and the order number**. Questions concerning payment must be addressed to the ordering agency. Payment shall be made as authorized by the state and in accordance with the terms and conditions of this contract.

Invoices should include the following supportive documentation:

1. Include flight logs/tickets with notation of meter readings from the aircraft's flight meter.
2. Include fuel logs/tickets, or invoices that show gallons dispensed, price per gallon, and total price. The meter reading from the fuel pump meter should also be included, if available.

### SEC. 3.02 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.

### SEC. 3.03 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.

Any single contract payments of \$1 million or higher must be accepted by the contractor via Electronic Funds Transfer (EFT).

### SEC. 3.04 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED

Because of the additional administrative and accounting time required of the state when third party financing agreements are permitted, they will not be allowed under this contract.

## SECTION 4. EVALUATION AND CONTRACTOR SELECTION

### SEC. 4.01 EVALUATION OF BIDS

After bid opening, the procurement officer will evaluate the bids for responsiveness. Bids deemed non-responsive will be eliminated from further consideration. An evaluation may not be based on discrimination due the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the bidder.

### SEC. 4.02 APPLICATION OF PREFERENCES

Certain preferences apply to all state contracts, regardless of their dollar value. The Alaska Bidder and Alaska Veteran preferences are the most common preferences involved in the ITB process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the following website:

<http://doa.alaska.gov/dgs/pdf/pref1.pdf>

- Alaska Products Preference - AS 36.30.332
- Recycled Products Preference - AS 36.30.337
- Local Agriculture and Fisheries Products Preference - AS 36.15.050
- Employment Program Preference - AS 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation list prior to the time designated for receipt of proposals. Bidders must attach a copy of their certification letter to the proposal. **A bidder's failure to provide this certification letter with their proposal will cause the state to disallow the preference.**

### SEC. 4.03 ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of 5% will be applied to the total bid price. The preference will be given to a bidder who:

- 1) holds a current Alaska business license prior to the deadline for receipt of bids;

- 2) submits a bid 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 Certification Form**

In order to receive the Alaska Bidder Preference, the bid must include the Alaska Bidder Preference Certification Form attached to this ITB. A bidder does not need to complete the Alaska Veteran Preference questions on the form if not claiming the Alaska Veteran Preference. A bidder's failure to provide this completed form with their bid will cause the state to disallow the preference.

**SEC. 4.04 ALASKA VETERAN PREFERENCE**

An Alaska Veteran Preference of 5%, not to exceed \$5,000, will be applied to the total bid price. The preference will be given to a bidder who qualifies under AS 36.30.990(2) as an Alaska Bidder and is a:

- a) sole proprietorship owned by an Alaska veteran;
- b) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- c) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- d) corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

In accordance with AS 36.30.321(i), 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 government, or the general public.

**Alaska Veteran Preference Certification**

In order to receive the Alaska Veteran Preference, the bid must include the Alaska Bidder Preference Certification Form attached to this ITB. A bidder's failure to provide this completed form with their bid will cause the state to disallow the preference.

**SEC. 4.05 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.

**SEC. 4.06 LOCAL AGRICULTURAL AND FISHERIES PRODUCT 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.

**SEC. 4.07 ALASKA PRODUCT PREFERENCE**

A bidder that designates the use of an Alaska Product which meets the requirements of the ITB specifications and is designated as a Class I, Class II or Class III Alaska Product by the Department of Community & Economic Development (DCCED) may receive a preference in the bid evaluation in accordance with AS 36.30.332 and 3 AAC 92.010.

To qualify for the preference, the product must have received certification from DCCED, be listed in the current published edition of the Alaska Products Preference List, and the bidder must provide the qualified product on a 100% basis. There are no provisions under Alaska Statutes or Regulations that allow for a product exchanges/substitutions or permit the product to be co-mingled with other products. Rather, AS 36.30.330 provides for a penalty for failing to use the designated Alaska products.

Products are classified in one of three categories:

- Class I products receive a 3% preference.
- Class II products receive a 5% preference.
- Class III products receive a 7% preference.

When the bids are evaluated, the preference percentage will be deducted from the product price. If a bidder fails to specify the brand being offered, no preference will be given. For more information on the Alaska Product Preference and to see the list of products currently on the Alaska Product Preference List, use the following web link:

<https://www.commerce.alaska.gov/web/dcra/AlaskaProductPreferenceProgram.aspx>

**Brand Offered**

If offering a product that qualifies for the Alaska Product Preference, the bidder must indicate the brand of product they intent to provide. If a bidder is not offering a product that qualifies for the Alaska Product Preference, the bidder does not need to indicate a product brand.

**Brand of Product Changes**

During the course of the contract including all renewal options, a contractor that offered a product that qualified for the Alaska Product Preference wishes to change the product brand, the contractor must first provide a written request, along with evidence that the replacement brand also qualifies for the Alaska Product Preference, for approval by the procurement officer. A contract amendment must be issued by the procurement officer to authorize the change.

If a bidder offers a product brand in the original bid that does not qualify for the Alaska Product Preference, a change in the product brand may be made at any time during the course of the contract, including all renewals, as long as the product brand continues to meet the required specifications. A contract amendment is not required if the product brand originally offered did not qualify for the Alaska Product Preference.

#### **SEC. 4.08 EMPLOYMENT PROGRAM PREFERENCE**

If a bidder qualifies for the Alaska Bidder Preference and is offering goods or services through an employment program as defined under AS 36.30.990(12), an Employment Program Preference of 15% will be applied to the total bid price.

In accordance with AS 36.30.321(i), 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 government, or the general public.

#### **SEC. 4.09 ALASKANS WITH DISABILITIES PREFERENCE**

If a bidder qualifies for the Alaska Bidder Preference and is a qualifying entity as defined in AS 36.30.321(d), an Alaskans with Disabilities Preference of 10% will be applied to the total bid price.

In accordance with AS 36.30.321(i), 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 government, or the general public.

#### **SEC. 4.10 PREFERENCE QUALIFICATION LETTER**

Regarding the Employment Program Preference and the Alaskans with Disabilities Preference, the Division of Vocational Rehabilitation in the Department of Labor and Workforce Development maintains lists companies who qualify for those preferences. As evidence of a company's right to the preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the preferences, a bidder 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.

#### **SEC. 4.11 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.

#### **SEC. 4.12 METHOD OF AWARD**

All respondents to this ITB will be awarded a contract provided they meet the specifications, terms, and conditions of this ITB and provided they are determined responsive and responsible bidders.

#### **SEC. 4.13 CONTRACTOR SELECTION PROCESS**

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

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

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

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

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

#### SEC. 4.14 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 procurement 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 procurement officer does so without a contract and at their own risk.

## SECTION 5. GENERAL PROCESS AND LEGAL INFORMATION

#### SEC. 5.01 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 Preference and Alaskans with Disabilities Preference, a bidder must hold a valid Alaska business license prior to the deadline for receipt of bids. Bidders should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the bidder possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license;

- certification on the bid that the bidder has a valid Alaska business license and has included the license number in the bid;
- 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 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.

Prior the deadline for receipt of bids, all bidders must hold any other necessary applicable professional licenses required by Alaska Statute.

## SEC. 5.02 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.

**SEC. 5.03 AUTHORITY**

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

**SEC. 5.04 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.

**SEC. 5.05 SUITABLE MATERIALS, ETC.**

Unless otherwise specified in this ITB, 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.

**SEC. 5.06 SPECIFICATIONS**

Unless otherwise specified in this 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.

**SEC. 5.07 CONTRACTOR SITE INSPECTION**

The state may conduct on-site visits to evaluate the bidder's capacity to perform the contract. A bidder must agree, at risk of being found non-responsive and having its bid rejected, to provide the state reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

**SEC. 5.08 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. Unless otherwise specified in 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.

**SEC. 5.09 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/j/tip/>

Failure to comply with this requirement will cause the state to reject the bid as non-responsive, or cancel the contract.



## SEC. 5.10 RIGHT OF REJECTION

Bidders must comply with all of the terms of the ITB, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any bid that does not comply with all of the material and substantial terms, conditions, and performance requirements of the ITB.

Bidders may not qualify the bid nor restrict the rights of the state. If a bidder does so, the procurement officer may determine the bid to be a non-responsive counter-offer and the bid may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the ITB;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it determines that to be in its best interest.

**A bid from a debarred or suspended bidder shall be rejected.**

## SEC. 5.11 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

The state will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any bid.

## SEC. 5.12 DISCLOSURE OF BID CONTENTS

All bid prices become public information at the bid opening. After the deadline for receipt of bids, all other bid material submitted become the property of the State of Alaska and may be returned only at the state's option. AS 40.25.110 requires public records to be open to reasonable inspection. All other bid information will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, bids will become public information.

The Office of Procurement and Property Management (OPPM), or their designee recognizes that some information an offeror submits might be confidential under the United States or the State of Alaska Constitution, a federal statute or regulation, or a State of Alaska statute: i.e., might be confidential business information (CBI). *See, e.g.,* article 1, section 1 of the Alaska Constitution; AS 45.50.910 – 45.50.945 (the Alaska Uniform Trade Secrets Act); *DNR v. Arctic Slope Regional Corp.*, 834 P.2d 134, 137-39 (Alaska 1991). For OPPM or their designee to treat information an offeror submits with its proposal as CBI, the offeror must do the following when submitting their proposal: (1) mark the specific information it asserts is CBI; and (2) for each discrete set of such information,

identify, in writing, each authority the offeror asserts make the information CBI. If the offeror does not do these things, the information will become public after the Notice of Intent to Award is issued. If the offeror does these things, OPPM or their designee will evaluate the offeror's assertion upon receiving a request for the information. If OPPM or their designee reject the assertion, they will, to the extent permitted by federal and State of Alaska law, undertake reasonable measures to give the offeror an opportunity to object to the disclosure of the information.

### **SEC. 5.13 ASSIGNMENTS**

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer. Bids that are conditioned upon the state's approval of an assignment will be rejected as non-responsive.

### **SEC. 5.14 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.

### **SEC. 5.15 FEDERAL DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

Expenditures from the contract may involve federal funds. The U.S. Department of Labor requires all State agencies that are expending federal funds to have a certification filed in the bid, by the bidder, that they have not been debarred or suspended from doing business with the federal government. The Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form is attached to this ITB and must be completed and submitted with your bid.

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

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

**SEC. 5.16 DEFAULT**

In case of default by the contractor, for any reason whatsoever, the state may procurement 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.

**SEC. 5.17 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 – AS 36.30.632.

**SEC. 5.18 SEVERABILITY**

If any provision of the contract or agreement is found to be invalid or 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.

**SEC. 5.19 CONTRACT CANCELLATION**

The state reserves the right to cancel the contract at its convenience upon **30** calendar days written notice to the contractor. The state is only liable for payment in accordance with the payment provisions of this contract for supplies or services provide before the effective date termination.

**SEC. 5.20 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 5.15 of this ITB, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

**SEC. 5.21 SOLICITATION ADVERTISING**

Public notice has been provided in accordance with 2 AAC 12.220.

**SEC. 5.22 QUALIFIED BIDDERS**

Per 2 AAC 12.875, unless provided for otherwise in the ITB, to qualify as a bidder for award of a contract issued under AS 36.30, the bidder must:

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or
- 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the ITB.

If the bidder leases services or supplies or acts as a broker or agency in providing the services or supplies in order to meet these requirements, the procurement officer may not accept the bidder as a qualified bidder under AS 36.30.

### SEC. 5.23 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.

### SEC. 5.24 PROTEST

AS 36.30.560 provides that an interested party may protest the content of the ITB.

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of bids.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If a bidder wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within ten days after the date the Notice of Intent to Award the contract is issued.

A protester must have submitted a bid in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

The procurement officer will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All bidders will be notified of any protest. The review of protests, decisions of the procurement officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

## SECTION 6. BID SCHEDULE, VENDOR INFORMATION & ATTACHMENTS

### SEC. 6.01 BID SCHEDULE & VENDOR INFORMATION

Bidders may offer more than one type of aircraft with their bid and must submit a complete Bid Schedule page for each make/model of aircraft offered. If not bidding on a specific Lot, Bidders may type “NO BID” and submit a blank Bid Schedule.

Note: Lots in which a bid is not received will be deemed a “NO BID” by the Contracting Officer and not recorded. Only the Lots in which Bids are recorded are susceptible to possible Contract Awards.

If the bidder has multiple aircraft they wish to offer, and *all* information on the Bid Schedule would be identical for those multiple aircraft, the bidder may use one Bid Schedule page and list each aircraft’s FAA Registration Number.

For each aircraft offered, the bidder is required to identify:

- the aircraft make and model,
- the FAA Registration Number,
- designated base of the aircraft,
- all pricing information and aircraft performance features,
- ability to transport hazardous material,
- ability to offer fuel to remote sites, and
- all optional equipment offered.

Failure to complete all portions of the bid schedule for a LOT (Attachment #2 - Bid Schedules) will cause the state to consider the bid for that Lot (aircraft) non-responsive and reject that aircraft bid.

### SEC. 6.02 ATTACHMENTS

#### **Attachments:**

- 1) Attachment #1 – Bid Submission Sheet (Mandatory Return)
- 2) Attachment #2 – Bid Schedule (Mandatory Return)
- 3) Attachment #3 Sample Usage Report Spreadsheet (Informational Only)