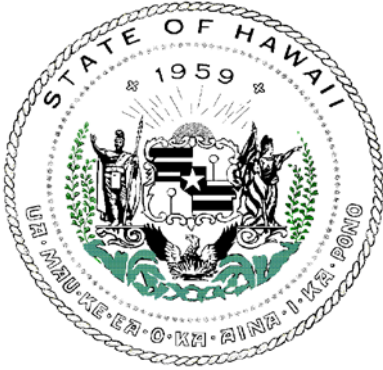


SEALED OFFERS  
FOR  
FURNISHING  
HELICOPTER TRANSPORTATION SERVICES  
FOR  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
DIVISION OF FORESTRY AND WILDLIFE  
OAHU DISTRICT

IFB DOFAW-HELI-24  
HlePRO B23002675

**NOTICE TO ALL OFFERORS**



**STATE DEPARTMENT OF LAND AND NATURAL RESOURCES**

**INVITATION FOR BIDS  
DOFAW-HELI-24  
HiePRO B23002675**

**SEALED OFFERS  
FOR  
FURNISHING  
HELICOPTER TRANSPORTATION SERVICES  
FOR  
DEPARTMENT OF LAND AND NATURAL RESOURCES,  
DIVISION OF FORESTRY AND WILDLIFE  
OAHU DISTRICT**

**WILL BE RECEIVED UP TO AND OPENED AT 4:00 P.M. (HST) ON**

**JUNE 26, 2023**

**THROUGH THE STATE OF HAWAII ELECTRONIC PROCUREMENT SYSTEM (HIEPRO).**

**DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO CHRIS MILLER BY E-MAIL AT  
CHRISTOPHER.J.MILLER@HAWAII.GOV.**

FURNISHING AND DELIVERING  
HELICOPTER TRANSPORTATION SERVICES  
FOR  
DEPARTMENT OF LAND AND NATURAL RESOURCES,  
DIVISION OF FORESTRY AND WILDLIFE, OAHU DISTRICT  
IFB DOFAW-HELI-24  
HIePRO B23002675

Department of Land and Natural Resources  
Division of Forestry & Wildlife  
2135 Makiki Heights Dr.  
Honolulu, HI 96822

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto the AG General Conditions as revised attached separately; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

Sole Proprietor     Partnership     \*Corporation     Joint Venture  
 Other \_\_\_\_\_  
\*State of incorporation: \_\_\_\_\_

Hawaii General Excise Tax License I.D. No. \_\_\_\_\_

Payment address (other than street address below): \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_

Business address (street address): \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_

Respectfully submitted:

Date: \_\_\_\_\_ (x) \_\_\_\_\_  
Authorized (Original) Signature

Telephone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Name and Title (Please Type or Print)

E-mail Address: \_\_\_\_\_  
\*\* \_\_\_\_\_  
**Exact Legal Name of Company (Offeror)**

\*\*If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

\_\_\_\_\_

**Offer Form** - Actual offer prices are hereby submitted through HIEPRO System to provide Helicopter Services, as specified herein, for the Division of Forestry and Wildlife, Oahu District, Department of Land and Natural Resources:

Line Item	Mission Description	Aircraft Type	FOB	Ferry Time (Hobbs) Round trip to and from Oahu	Unit Price \$/ Hobbs hour
1	Passenger, Sling Load, Aerial Fire Suppression, Aerial Weed Control/Spraying <b>Oahu Aircraft Only</b>	MD 500 or similar	Oahu Only	NA	
2	Non- Oahu FOB Passenger, Sling Load, Aerial Fire Suppression, Aerial Weed Control/Spraying	MD 500 or similar			
3	Passenger, Sling Load, and Aerial Fire Suppression <b>Oahu Aircraft Only</b>	Bell 407 or Astar B2	Oahu Only	NA	
4	Passenger, Sling Load, and Aerial Fire Suppression	Astar B3 or Similar			
5	Passenger, Sling Load, and Aerial Fire Suppression	B204 or Similar			
6	Aerial Capture, Eradication, and Tagging of Animals (ACETA)	MD 500 or similar			

Offeror(s) shall complete the information requested:  
(See Section 24.0, FUEL OIL PRICE ADJUSTMENT)

Average Gallon per Hour (GPH) consumed by helicopters listed herein: \_\_\_\_\_

Current price per gallon for fuel being charged to the Offeror: \_\_\_\_\_

Fuel supplier to operate helicopters is:

Name of Fuel Supplier: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Contact name: \_\_\_\_\_

**\*NOTE:** a. Offeror is NOT required to bid on all items or types of helicopter services in order to be considered for award.

b. The unit price per hour shall be the all-inclusive cost to the State. See Section 7.0 BID PREPARATION in Special Provisions, page SP-2.

**Offeror is required to provide the following information and/or documents pertaining to line items that are bid on:**

1. Make, Model, and N# of helicopter(s) to be used:

a. \_\_\_\_\_

b. \_\_\_\_\_

c. \_\_\_\_\_

2. Pilots:

a. \_\_\_\_\_

b. \_\_\_\_\_

c. \_\_\_\_\_

3. References: (Provide at least three)

Company	Address	Phone No.	Person to Contact
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a. \_\_\_\_\_

b. \_\_\_\_\_

c. \_\_\_\_\_

4. Offeror's Flight Operations Base Location:

\_\_\_\_\_

5. Offeror's office location: \_\_\_\_\_

\_\_\_\_\_

Contact person: \_\_\_\_\_  
(Name) (Title)

Telephone no.: \_\_\_\_\_ Fax no.: \_\_\_\_\_

Email: \_\_\_\_\_

6. Insurance Company: \_\_\_\_\_  
Contact person/phone no.: \_\_\_\_\_
7. Copies of the following forms, as required:
- a. Certificate of Insurance issued by the Contractor's insurance company
  - b. DOT Form OST F 4507; Registration, Reregistration & Amendments Under Part 298 of the Economic Regulation of the Civil Aeronautics Board
  - c. DOT Form OST F 4520 and/or DOT Form OST F 4521, OST Form 6410
  - d. FAA Form 8430-21 Rotorcraft External-Load Operation
  - e. FAA Form 8430-21 Commercial Agricultural Aircraft Operation
  - f. FAA Form 8430-18 Air Carrier Operating Certificate with the Operations
  - g. FAA Form 8400-8 Operations Specifications with the procedures for
  - h. Hazardous Materials transport
  - i. OAS pilot certificate (or third party equivalent)
  - j. OAS Helicopter certificate (or third party equivalent)
  - k. Summary of Accidents (see attached form)
  - l. Wage Certificate (see attached form)

## **SPECIFICATIONS**

### **SCOPE OF WORK**

The Contractor shall provide all necessary labor, material, equipment, personal protective equipment, personnel, and supervision to satisfactorily perform helicopter services in the Oahu District which includes the offshore islets for the Division of Forestry and Wildlife, Department of Land and Natural Resources. All services rendered shall be in strict compliance with all Federal, State, and county regulations governing helicopter transportation services and operation.

The following are the principal items of work to be performed:

- A. Helicopter services shall be provided for a 18-month period beginning on the official commencement date on the Notice to Proceed. Upon mutual agreement between the State and the Contractor, prior to the expiration date, the term may be extended for up to two (2) additional eighteen-month periods.
- B. The service will be ordered on a “call as needed” basis. In general, the service will be of the following types:
  - (1) Passenger and sling load missions
  - (2) Aerial firefighting and sling load only missions
  - (3) Aerial weed control missions
  - (4) Aerial Capture, Eradication, and Tagging of Animals (ACETA) missions
- C. Flight hours: For helicopter services reserved and provided on an hourly basis, the Contractor shall be compensated for the actual helicopter time-in-service, as measured by the HOBBS meter onboard.
- D. Days and time of operation. Usually, Monday through Friday, but at times may be seven days a week.
- E. Bases of operation. Line items #1 and #3 will be for aircraft with a flight operations base (FOB) on the Island of Oahu. No interisland ferry time will be considered for these items. Line items # 2, #4, #5, #6 will factor in interland ferry times. It is understood that aircraft resources are available on other islands and in some cases these need to be utilized. One example would be for aerial fire suppression, where insufficient on call resources are available solely on Oahu. Ferry time of these aircraft from other Hawaiian Islands will be paid when they are requested for work on the Island of Oahu. Ferry times shall be listed on bid I Caline-item matrix. Award calculation will be made by assuming a minimum of 8 hrs of flight time plus the ferry costs in order to calculate the total bid.
- F. List of Transport items: (1) State, federal and county government personnel; (2) volunteers; (3) other state affiliated contractors (4) tools, equipment, and supplies; (5) gasoline and lubricants for small motor equipment and/or like material; (6) herbicides and other pesticides; (7) fence and building materials and supplies; (8) animals/wildlife; (9) small arms and ammunition; (10) plants, plant propagules, and plant materials.

- G. Scheduling: The contractor or contractors will work cooperatively with the State to utilize an online calendar showing flight availability and/or provide administrative personnel to assist state personnel in scheduling flights.
- H. Ordering services. The State DOES NOT GUARANTEE the placement of any orders for service under this contract(s). The State will call and order helicopter services. The Contractor shall have one (1) hour to confirm back to the State whether or not the requested helicopter transportation service ordered can be scheduled (during regular business hours). Once the Contractor accepts an order, he/she is obligated to perform in accordance with the terms and conditions stated herein.
- I. Flight orders shall be made and instructions shall be given by the Contract Administrator or his designee, who will coordinate operations with the pilot. The pilot shall function as the Contractor's superintendent unless otherwise notified in writing by the Contractor.
- J. Ordered availability period(s). Helicopter and pilot shall be available when ordered by the Contract Administrator or his designee. Release of the helicopter and/or pilot at the request of the Contractor after a period of availability has begun must be approved by the Contract Administrator or his designee.
- K. During scheduled DOFAW operations the contractor must honor and complete the scheduled operation without interruption unless otherwise agreed to by contract administrator.
- L. The helicopter and pilot shall be ready for takeoff within twenty-four hours after receipt of an order or as agreed to/accepted by the Contract Administrator.
- M. DOFAW reserves the right to cancel any and all operations up to 24 hours prior without penalty. Flights cancelled by contractor shall be done so both verbally with a phone call to Flight Manager and a follow up email to Flight Manager.
- N. Standby charges will be allowed for instances where pilot and aircraft are requested by Flight Manager to stay at the site of an operation for periods of greater than one hour. Standby charges will be for half (50%) the hourly Hobbes rate of the specific helicopter. Standby time will not be incurred for stops involving passenger exchange, cargo loading/unloading, fuel stops, lunch breaks, or acts of God, such as weather, which prevent continuation of the flight.

## **CONTRACT REQUIREMENTS**

- A. Contractor Knowledge. The contractor must have a working knowledge of Oahu DOFAW needs, projects and project locations.
- B. Contractor's Responsibilities include, but are not limited to, the following:
  1. All expenses and fees connected with helicopter operations
  2. Necessary arrangements and/or leases for use of airport facilities including but not limited to landing, tiedown, and hangar fees.
  3. All necessary arrangements and landing permits.



- C. Contractor's Representative. The pilot shall represent the Contractor in all matters except changes in price and time unless the Procurement Officer is notified otherwise, in writing, prior to performance.
- D. Subcontracting. The Contractor shall not subcontract, assign, or transfer any interest in all or any part of the services to be performed under this contract without written approval of the Procurement Officer.

## HELICOPTER REQUIREMENTS

- A. Helicopter General:
  - 1. The helicopters shall have standard airworthiness certificates. The installation of any special equipment specified in this contract shall be approved by the FAA.
  - 2. The helicopter(s) must meet FAA requirements for day and night Visual Flight Rules (VFR). Also, it must be equipped and operated in compliance with the State of Hawaii requirements and FARs 91, 133, 135, and 137.
  - 3. The Contractor shall be certified under FAR 14 CFR Part 133, External Load Operations.
  - 4. The helicopter(s) shall be meet all provisions stated in this contract. Contractors must submit evidence of meeting all requirements. This can be done by the submission of a current Office of Aviation Safety (OAS) card for aircrafts or other similar inspection certification. Evidence of certification will be required by Solicitation Offer Due Date as posted in HIEPRO solicitation. If the Contractor does not provide current certification, offers can be rejected.
- B. Helicopter Required Equipment
  - 1. The helicopter shall be configured with the equipment required by the FARs and approved for make and model furnished. In addition, the following equipment/capabilities are required for all flights:
  - 2. One flight meter (Hobbs Model M-1-69 or equivalent) recording in hours and tenths and activated by an oil pressure switch wired in series with collective switch or equivalent system to record flight time only.
  - 3. A strobe light or flashing LED, with either a white, or half-white and half-red lens, mounted on top of the aircraft, or otherwise visible from above. If the aircraft certification requires the anti-collision light to be aviation red, then a white strobe or white flashing LED with an independent activating switch must be provided in addition to the red anti-collision light.
  - 4. A survival kit containing items specified in the exhibits shall be furnished by the Contractor and carried aboard the aircraft on all flights.
  - 5. Seat Belts: One set of individual lap belts for each installed seat. Shoulder harness and lap belt for front seat occupants. The shoulder strap and lap belt must fasten with a metal-to-metal, quick-release mechanism. Both the lap belt and shoulder strap(s) must release simultaneously with one release mechanism. Single strap shoulder harnesses must cross diagonally from one side of the body to the other. Heavy-duty (military-style) harnesses with fabric loop connecting the shoulder harness to the male portion of the lap belt buckle are acceptable.
  - 6. GPS (global positioning system), helicopter mounted, capable of utilizing Lat/Long or UTM
  - 7. At least one convex mirror for observation of sling loads and landing gear.
  - 8. High or Extended Skid type landing gear (Line items #1 and 2 only).

9. FAA approved floatation devices must be available for use as required when flying over water.
10. Helmets shall be provided by Contractor or each passenger. Helmets will be SPH-5 model helicopter helmets with functioning avionics (microphone, headphones and plugs) (Line Item #1 Only)
11. Sling load capability based on standard external load limits for make/model aircraft types listed per line item. Capability to sling-load with remotely operated hook with both 50 foot and 100 foot cargo lead line. Helicopter synthetic longlines shall be constructed from the HMWPE or HMPE (High Molecular Weight Polyethylene) family of rope fibers including brand names such as Spectra by Allied Signal or fibers with similar properties. Minimum rope diameter shall be ½-inch. The working load shall be appropriate to the lifting capability of the particular helicopter. A factor of safety of 7 shall be used for helicopter synthetic longlines.
12. Water Bucket Operation: Aircraft will provide their own water bucket for Aerial Firefighting. One foldable; electrically operated; variable capacity adjustable water/retardant bucket shall be furnished under this contract. The capacity shall be commensurate with the maximum lifting capabilities of the aircraft as specified in the line item.
13. Aerial Weed/Spraying Control (Line Items #1 and 2 only): Aircraft will provide their own spray ball/housing and spray tank capable of a single nozzle sprayer operation. (A photo and description of spray rig shall be submitted with Offers for line item #1) Aircraft will have means for recoding spray GPS points at each spray location, a track log of operation and sharing that data with DOFAW.
14. One automatic-portable or automatic-fixed 406 MHz Emergency Locator Transmitter (ELT/AP or ELT/AF), meeting FAA TSO-C126 and COSPAS/SARSAT specifications, must be installed in the aircraft per the manufacturer's installation manual, in a conspicuous or marked location. The ELT must include a 121.5 MHz homing beacon, and be equipped with an external fixed-type antenna, mounted in a location approved by the aircraft manufacturer. Documentation of bi-annual registration from the National Oceanic and Atmospheric Administration (NOAA) is required for all TSO C126 and newer ELTs.
15. Fire extinguisher(s) as required by FAR Part 135 shall contain Halon 1211 or equal and be mounted in accordance with applicable FARs. Fire extinguisher(s), for the purposes of this contract, must be a handheld bottle, minimum 2-B:C rating, mounted and accessible to the flight crew while seated. The fire extinguisher must be maintained in accordance with National Fire Protection Association (NFPA) Manual 10, Standards for Portable Fire Extinguishers or the Contractor's 135 operations manual.
16. Desirable (Vendor Selection Preference ): FAA approved external cargo. An externally side-mounted or belly mounted pod either fiberglass or Kevlar construction secures the cargo with a locking door or lid and is weatherproof. Examples: Heli-Composites Canada Star pod and DART Heli-Utility-Pod, Viking Cargo Pod and Dart Belly Spacepod or the equivalent (Line Item #1 only)
17. Avionics: A panel mounted VHF-FM radio communication system capable of accessing 118.000 to 135.975 MHz, with a minimum of 720 channels, and a minimum of 5 watts carrier output power. DOFAW reserves the right to cancel operations and shall not be responsible for Hobbs / Ferry time to/from site of operation if contractor arrives without means to communicate with ground personnel. All avionics systems requiring an antenna must be installed with a properly matched, aircraft-certified antenna, unless otherwise specified. Antennas must be polarized as required by the avionics system and must have a voltage standing wave ratio (VSWR) of 3.00 to 1 or better. Avionics equipment mounting

location and installation must not interfere with passenger safety, space, and comfort. Avionics equipment must not be mounted under seats designed for deformation during energy attenuation. In all instances, the designated areas for collapse must be protected. Avionics equipment normally operated by both pilot and observer/copilot (FM-1, AUXFM, audio control system, etc.) must be mounted in the optimum location for the make, model, and series of aircraft offered. Mounting(s) which offers full and unrestricted movement of each control to both the pilot and observer/copilot, when seated, without interference from clothing, cockpit structure, or flight controls, must be a goal in the selection of location.

18. Automatic Flight Following: One satellite-based aircraft tracking hardware compatible with the government's Automated Flight Following (AFF) Program (<https://aff.gov>). Not all available satellite-based tracking systems are compatible with the Government's AFF Program, nor meets AFF's requirements. However, the system must be powered by the aircraft's electrical system, operational in all phases of flight, be mounted so as to not endanger any occupant during periods of turbulence and have an antenna placement which ensures consistent GPS/Satellite reception and communication with the Iridium constellation. Any manufacturer-required pilot display(s) or control(s) must be visible and selectable by the pilot(s). Remote equipment having visual indicators must be mounted in such a manner that it is visible from the PIC position. The AFF aircraft hardware must be powered by the aircraft's electrical system, installed per the manufacturer's installation manual, and operational in all phases of flight. AFF aircraft hardware must utilize as a minimum: Satellite communications, an externally or internally mounted antenna, provide data to the Government's AFF viewing software, use aircraft power via a dedicated circuit breaker for power protection, and be mounted so as to not endanger any occupant from AFF aircraft hardware during periods of turbulence. Antennas should be placed where they have the best view of the overhead sky as possible. Externally mounted antennas are recommended to improve system performance. Any visual indicators for remotely installed units must be mounted so that they can be easily viewed by the pilot. The contractor must maintain a subscription service through the AFF aircraft hardware provider allowing AFF position reporting for satellite tracking via the Government AFF viewing software. The position-reporting interval must be every two minutes while the aircraft is in flight. The contractor must register their AFF aircraft hardware with the Government through <https://www.aff.gov> providing: complete tail number; manufacturer and serial number of the AFF transceiver; aircraft make and model; and contractor contact information. If the contractor relocates previously registered AFF aircraft hardware into another aircraft, then the contractor must contact the government's AFF Program making the appropriate changes prior to aircraft use. In all cases, the contractor must ensure that the correct aircraft information is indicated within AFF. The contractor must contact the Government of system changes, scheduled maintenance, and planned service outages. Prior to the aircraft's annual contract inspection, the contractor must ensure compliance with all AFF systems requirements. The contractor must additionally perform an operational check of the system. As a minimum, the operational check must consist of confirming the aircraft being tested is displayed in AFF (indicating it is currently transmitting data to AFF) and that all information displayed in AFF is current. A username and password are required to access AFF. Log on to the AFF website at <https://www.aff.gov> to request a username and password or contact the FASD. If AFF becomes inoperable/unreliable the aircraft may, at the discretion of the Government, remain available for service utilizing radio/voice system for flight following. The contractor will return the AFF system to full operational capability within 72 hours after the inoperative/unreliable unit is first discovered as defective.

19. Other Avionics: An intercommunications system (ICS) must be provided for the pilot, observer/copilot, and any additional required crewmember positions. ICS operation may be via either voice-activation (VOX) or push-to-talk (PTT). If PTT, the pilot's PTT switch(es) must be mounted on the airplane control yoke, with cord-mounted PTT switches at any other required positions. ICS audio must mix with, but not mute, selected receiver audio. An ICS audio level control must be provided. ICS sidetone audio must be provided for the earphones corresponding with the microphone in use. The ICS audio output must be free of excessive distortion, hum, noise, and crosstalk and must be amplified sufficiently to facilitate ease of use in a noisy cockpit/cabin environment. The system must be designed for operation with 600-ohm earphones and carbon-equivalent, noise-canceling boom-type microphones (Gentex electret type model 5060-2, military dynamic type M-87/AIC with type CE-100 TR preamplifier (or equivalent)).
20. Condition of Equipment: The Contractor-furnished aircraft and equipment must be operable, free of damage, and in good repair. Aircraft systems and components must be free of leaks except where specified by the manufacturer. The Contractor must permanently repair or replace all windows and windshields that have been temporarily repaired. All windows and windshields must always be maintained and must be clean and free of scratches, cracks, crazing, distortion, repairs, or tinting which hinder visibility. The aircraft interior must be clean and neat with no unrepaired tears, rips, or other damage. The exterior finish, including the paint, must be clean, neat, and in good condition. Any corrosion must be within manufacturer or FAA acceptable limits.

### C. Maintenance Requirements

1. All aircraft will be maintained in accordance with the original equipment manufacturers (OEM) or approved STC holder's current maintenance instructions including airframe, engine, propeller, appliances, emergency equipment, and all instructions for continued airworthiness (ICA's). All maintenance performed on contract aircraft must be recorded in the aircraft's maintenance record in accordance with 14 CFR, Parts 43.9 and 43.11, and a copy of the records required by 14 CFR 91.417 kept with the aircraft. An FAA-approved maintenance manual and 14 CFR 91.405 must be used to accomplish continued airworthiness inspections. Mechanics engaged by the contractor to perform work on contract aircraft must have previously demonstrated experience satisfactorily performing the work concerned or to be working under the direct supervision of a certificated and appropriately rated mechanic, or a certificated repairman, who has had previous experience in the specific operation concerned. The contractor must ensure such mechanics also have available and understand the current instructions of the manufacturer, and the maintenance manuals, for the specific operation concerned. Ref 14 CFR 65.81. Such mechanics must use the methods, techniques, and practices prescribed in the current manufacturer's maintenance manual or Instructions for Continued Airworthiness prepared by its manufacturer, except as noted in 14 CFR 43.16. They must use the tools, equipment, and test apparatus necessary to assure completion of the work in accordance with accepted industry practices. If special equipment or test apparatus is recommended by the manufacturer involved, they must use that equipment or apparatus or its equivalent designated as acceptable by the FAA. The aircraft's required weight and balance data must be determined by actual weighing of the aircraft, documenting the scale readings on the weight and balance forms they provide. This actual weighing shall be completed preceding the starting date of the contract. Additional actual weighing shall be accomplished following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft. If documents provided are in question, the Government may require an addition weighing of the aircraft at the Contractor's expense. All aircraft must be weighed on scales that have been certified as accurate within the preceding 24 calendar months. Any accredited

weights and measures laboratory may serve as the certifying agency. The Contractor must compile a list of equipment installed in the aircraft at the time of weighing. Each page of the equipment list must identify the specific aircraft by its serial and registration numbers and must be dated to indicate the last date of weighing or computation. Items which may be easily removed or installed for aircraft configuration changes (seats, doors, radios, special mission equipment, etc.) must also be listed including the name, the weight and arm of each item. The weight and balance must be revised each time new equipment is installed or old equipment is removed. Weight and balance procedures under 14 CFR Parts 23.29 and 23.1589 are acceptable. The Contractor must comply with MMSBs and FAA ADs before and during contract performance. The Contractor must provide and make available a list of "issued" MMSBs and FAA Ads identifying all those that are applicable and non-applicable to the contract, complete with authorized signature, certificate, type and number. This list must include all accessories and equipment installed in each aircraft offered. Signatures of persons verifying accuracy of the list is required. The Contractor must, at their own expense, perform an operational maintenance check/flight following installation, overhaul, major repair, or replacement of any engine, power train, rotor system, flight control system, or when requested by the CO. This must be accomplished before the aircraft resumes service under the contract. The Contractor must immediately notify the COTR of any change to any engine, power train, flight control, or major airframe component or of any major repair following an incident or accident and must describe the circumstances involved. The Contractor must ensure that all contract aircraft maintenance is recorded in accordance with 14 CFR, Parts 43, 91, and 135 (reference 14 CFR, Parts 43.9, 43.11, 91.417, and 135.439) and that a copy of the aircraft's record is kept with the aircraft. If requested by the Government, the Contractor must furnish to the COTR, a copy of the Contractor's procedures manuals as outlined in 14 CFR, Part 135.21 along with any revisions made during the contract period. Before the start date of the contract, the Contractor must ensure that all maintenance deficiencies have been corrected or deferred in accordance with the operator's accepted/approved maintenance program. Deferred discrepancies will be evaluated, and the aircraft approved for contract use on a case-by-case basis. The Contractor must correct deficiencies that occur during contract performance in accordance with the appropriate Federal Aviation Regulations (FAR) or the approved maintenance program. All maintenance including inspection, rebuilding, alteration, and installation must be accomplished by a person authorized to perform maintenance in accordance with 14 CFR, Part 43. B23.2 The Contractor must ensure that a mechanic who meets the contract qualification requirements inspects the contract aircraft in accordance with the procedures outlined in the operator's FAA-approved/accepted maintenance program. Aircraft time-in-service must be recorded. Routine maintenance must be performed before or after the daily. Time Between Overhaul (TBO) and Life-Limited Parts components, including engines, must be replaced upon reaching the factory-recommended TBO or FAA- approved extension. Life-limited parts must be replaced at the specified time-in-service hours or cycles. Aircraft operated with components or accessories on approved TBO extension programs are acceptable provided: (1) the Contractor is the holder of the approved extension authorization (not the owner if the aircraft is leased) and (2) the Contractor operates in accordance with the extension authorization. The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

#### D. Fuel and Servicing Requirements

1. Fuel shall pass through a filtering system in accordance with the filter manufacturer's recommendations.
2. Aviation fuel must be approved for use by the airframe and engine manufacturer. Aviation fuel must meet American Society for Testing and Material (ASTM) specifications (ASTM D-1655 (Jet A, A-1, or B), ASTM-D910 (100LL). Contractors receiving fuel from distributors must validate and document fuel delivered meets the color and API gravity specifications applicable to the specific fuel requested. Fuel delivery tickets should have the API gravity annotated on them by fuel distributors. Contractors must perform API gravity tests when delivery tickets do not have a documented API gravity or when doubt exists about fuel quality. API gravities must fall within prescribed ranges detailed in the applicable specification. Fuel delivery tickets and testing results must be kept with the fuel dispensing facility for 30 days. The API Gravity range for JET A is 37- 51. The API Gravity Range for 100 LL is 64-75. B25.8.1.3 Fueling operations, including storage and handling, must comply with the airframe and engine manufacturer's recommendations, applicable FAA standards and National Fire Protection Association (NFPA) 407 Standard for Aircraft Fuel Servicing. NFPA 407 can be obtained from the National Fire Protection Association, Batterymarch Park, Quincy, MA 02269. Maintenance and security of fuel storage/dispensing facilities are the Contractor's responsibility. Contractors must have a fuel quality assurance program based on requirements contained in the equipment manufacturer's operating instructions and Air Transportation Association Specification 103: Standard for Jet Fuel Quality Control at Airports. refueling of contract aircraft. Passengers shall not be on board the aircraft during aircraft refueling operations.

#### **CONTRACTOR PERSONNEL: PILOT REQUIREMENTS/QUALIFICATION.**

- A. All pilots shall meet all requirements similar to OAS certification. Qualification must be documented in writing. Evidence of certification/qualification will be required by Solicitation Offer Due Date as posted in HIEPRO solicitation. An OAS certification can be submitted as one type of evidence of pilot's experience.
- B. Pilot shall have, at a minimum, documented experience in the following skills

- Low level (recon and surveillance)
- Passenger transport
- External Load (belly hook)
- Water/Retardant Delivery
- Longline VTR(150')
- Mountainous Terrain Flights
- ACETA (Line Item #8 only)

An OAS special use certification can be used in lieu of other evidence for these requirements):by type of service. Pilots may be required to demonstrate proficiency during the agency evaluation flight. An abbreviated programming guide may be utilized. An FAA Commercial Pilot or Airline Transport Pilot (ATP) certificate as appropriate with applicable category, class, and type rating. As appropriate a current first or second second-class medical certificate issued under provisions of 14 CFR Part 67. Evidence of satisfactorily passing all required FAA flight checks in accordance with provisions of 14 CFR Part 135 or 121 equivalent. All pilots must meet the currency requirements of 14 CFR 61.57. Pilot shall display evidence of experience in using all equipment specifically identified herein. Pilot may be required to demonstrate proficiency with

the equipment during an independent evaluation. Evidence of an OAS or USDA Aviation Management evaluation may possibly be used in lieu of an independent evaluation.

1. Each pilot shall display upon demand:
  - i. Commercial Pilot Certificate with appropriate rating (Rotocraft-Helicopter) and a valid Class I or Class II FM medical certificate.
  - ii. Written evidence of qualification to transport external loads for the types of service being performed by the pilot
  - iii. Written evidence of passing an FM annual flight check as required by FAR, Part 135, in the helicopter make and model furnished.
2. Pilot must speak English fluently.
3. Pilots must be proficient in operating all equipment (GPS, FM radios, etc.).
4. Pilot shall have accumulated, as Pilot-in-Command, the minimum flight times of 1,500 hours and 100 hours in the preceding 12 months.

C. Pilot authority and responsibility.

1. The pilot is responsible for operating the aircraft within its limits, responsible for the safety of the aircraft, its occupants, and cargo and shall comply with the directions of the Contract Administrator or his designee, except when in his/her judgment, such compliance would be a violation of applicable Federal or State regulations, or contracting provisions. The pilot shall refuse any operation considered hazardous or unsafe.
2. The pilot shall not permit any passenger to ride in the helicopter or any cargo to be loaded therein unless authorized by the Contract Administrator or his designee.

D. The pilot will be limited to the following tours of duty and flight hours. All revenue producing flight time, whether under this contract or not, will count towards the limitations.

1. Flight time shall not exceed a total of 8 hours per day.
2. Flight time shall not exceed a total of 42 hours in any 6 consecutive days.
3. Pilot accumulating 36 or more hours of flying in any 6 consecutive days shall be off duty the seventh day.
4. Within any 24-hour period, the pilot shall have a minimum of 10 consecutive hours off duty immediately prior to the beginning of any duty day. Travel, not local in nature, may be counted as duty time.
5. Duty includes flight time, ground duty of any kind, and standby or alert status at any location.
6. During any 14 consecutive days, the pilot shall be off duty for 2 full calendar days. Days off duty need not be consecutive.
7. Pilot flight hours will be verified from a certified pilot log. FAA Pilot certificates and medical must be made available to contractor.

E. The following personal safety equipment shall be worn by the pilot, be operable, and maintained in good repair and be required on all flights.

1. An aviator's protective helmet with chinstrap fastened (no chin cups allowed) whenever the helicopter is in flight. The helmet shall be fitted to the individual and shall cover the head, ears, and back of the neck.

2. Long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramide material or equivalent; leather footwear; and gloves of leather or polyamide or aramide or equivalent material. The pilot shall not wear clothing made of synthetic material except the fire-resistant clothing as described herein.
- F. Passenger briefings: Before each takeoff, the PIC shall ensure that all passengers have been briefed in accordance with the briefing items contained in 14 CFR 135. Additionally, the briefing must describe the location/use of the following: a. Aircraft hazards b. Emergency locator transmitter (ELT) and location of remote activator c. First aid kit d. Personal protective equipment e. Gear and cargo security f. Water ditching procedures (when applicable)

## **ADDITIONAL CONTRACTOR REQUIREMENTS**

Substitution of Helicopter and/or Pilot. The Contractor may substitute or replace aircraft and personnel meeting contract requirements only after receipt of written approval from the Contract Administrator. Request for substitution shall be made at least ten days prior to the proposed exchange, except for unforeseen circumstances. In case of emergency, i.e., fire, search and rescue, the Contractor must consult the requesting agency prior to substitution or cancellation.

Cancellation. If Contractor cancels a scheduled flight, Contractor must reschedule the flight within 24 hours to occur within 5 working days of the scheduled date, unless otherwise **approved by the Contract Administrator. Failure to meet this requirement may subject the Contractor to liquidated damages in the amount of \$750.00 per day.**

Special Safety Requirements. In order to protect life and health and to prevent damage, the Contractor will use due diligence in preventing accidents and will comply with applicable Federal and State laws.

Safety and Accident Prevention. Safety of ground and flight operations is paramount when conducted in the performance of this contract. The Contractor shall advise the Procurement Officer of any incidents and accidents occurring within any company operations, whether under this contract or not, during the contract period.

Following the occurrence of any incident or accident, the Procurement Officer will evaluate such incident and accident for cause. If the evaluation determines that the cause is based on violation or noncompliance with FARs applicable to the Contractor's operations, company policy, procedures, practices, or programs that contribute to safety of operations or negligence on the part of the company officers or employees, the occurrence of the incident or accident may constitute default in the performance of the contract. A finding of default under the above-cited conditions shall entitle the Procurement Officer to exercise the right to terminate the contract.

The Contractor shall keep and maintain programs necessary to assure safety of ground and flight operations. The development and maintenance of these programs are a material part of the performance of the contract. When, in the sole judgment of the Procurement Officer, the programs will not adequately promote the safety of the operations, the State may terminate the contract for default.



## **SPECIAL PROVISIONS**

### **1.0 TERMS AND ACRONYMS USED HEREIN**

Procurement Officer	=	Contracting officer for the State of Hawaii Department of Land and Natural Resources.
State	=	All agencies, including schools, participating in this agreement.
DLNR	=	Department of Land and Natural Resources of the State of Hawaii, located at 1151 Punchbowl Street, Honolulu, Hawaii 96813.
DOFAW	=	The Division of Forestry and Wildlife, within the Department of Land and Natural Resources of the State of Hawaii, located at 1151 Punchbowl Street, Room 325, Honolulu, Hawaii 96813.
SPO	=	State Procurement Office of the State of Hawaii, located at 1151 Punchbowl Street, Room, 416, Honolulu, Hawaii 96813; P. O. Box 119, Honolulu, Hawaii 96810-0119.
Bidder or Offeror	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a proposal for the good, service, or construction contemplated.
CA	=	Contract Administrator
FAA	=	Federal Aviation Administration
FAR	=	Federal Aviation Regulation
FOB	=	Flight Operations Base
OAS	=	Office of Aircraft Services
USDA	=	United States Department of Agriculture
USDI	=	United States Department of Interior
GET	=	General Excise Tax
HRS	=	Hawaii Revised Statutes
HAR	=	Hawaii Administrative Rules
IFB	=	Invitation for Bids
OAS	=	Office of Aviation Services
AMD	=	Aviation Management Directorate

### **2.0 SCOPE**

The furnishing of Helicopter Transportation Services for the Department of Land and Natural Resources, Division of Forestry and Wildlife, Oahu District shall be in accordance with these Special Provisions, the attached Specifications, and the AG General Conditions as revised.

### **3.0 CONTRACT ADMINISTRATOR**

For the purposes of this contract, DOFAW Oahu Branch Manager or designee is designated Contract Administrator (CA). The telephone number at which he may be reached is (808) 973-9778, facsimile (808) 973-9781.

### **4.0 ELECTRONIC PROCUREMENT**

This solicitation is an Electronic Procurement.

## 5.0 SUBMISSION OF OFFER

Offers shall be submitted via the HlePRO system, no later than the date and time stated in the HlePRO Solicitation. Offers not submitted through HlePRO system will be rejected.

Submission of bid shall be evidence that the Offeror understands and will comply with the specifications and all requirements of this solicitation.

**Please upload a copy of Offer Forms (pages S-1 through S-4), Summary of Accident Form (page SP-12), Wage Certificate (page SP-13) and evidence of pilot and helicopter certifications when submitting bid on HlePRO. Please scan as a single pdf attachment. Retain the original Offer Forms to submit if selected for award.**

## 6.0 BIDDER QUALIFICATIONS

Bidders shall meet the following qualifications. Failure to do so shall be sufficient cause to reject bidder's offer.

- (1) Bidder must at the time of bidding and continue to hold during the contract period, a valid FAA Air Carrier Operating Certificate (FAA Form 8430-18) with operations Specifications (FAA Form 8400-8) along with other forms listed under Item 7 of Offer Form page OF-4 authorizing helicopter use as described herein.
- (2) Bidder shall provide whatever necessary documents and certificates required in determining his/her technical ability to perform the services specified herein. See SPECIFICATIONS for required certifications, licenses, documents, etc. to perform services as specified.

The Contractor and/or Contractor's operator(s) may be required to furnish evidence of this ability to assure that the types and/or quantities of helicopter and helicopter equipment to perform in accordance with the specifications and will be available and properly maintained.

The Procurement Officer may reject any offer or who, in his opinion, cannot perform all of the required in the specifications and special provisions.

The State reserves the right to inspect bidders' or hiring private inspectors to inspect Contractor's facilities and equipment to determine acceptability under these requirements. Failure on the part of a bidder to meet these requirements shall be cause for rejection of his/her bid.

## 7.0 BID PREPARATION

**7.1 Offer Form, Page S-1.** Offeror is requested to submit its offer using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page S-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the first page of the Offer Form shall be an original signature in ink, which shall be required before an award, if any, can be made. If unsigned or the affixed signature is a photocopy, the offer shall be automatically rejected unless accompanied by other material containing an original

signature indicating Offeror's intent to be bound. The signed Offer Form page S-1 shall indicate Offeror's intent to be bound.

**7.2 Bid Quotation.** Offeror shall furnish hourly rates for helicopter service(s) listed herein. Bid prices shall include but not be limited to all equipment, services, personnel, all applicable taxes, and all expenses incurred to perform the services required herein. The bid prices shall be the all-inclusive cost to the State and no other charges will be honored. Submission of bid shall be evidence that the Offeror understands and will comply with the specifications and special provisions herein and the General Conditions, included by reference.

**7.3 Tax Liability.** Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and if applicable, taxable under Chapter 238, HRS. Vendors are advised that they are liable for the Hawaii GET either at the current rate for work done on all islands except Oahu or at the rate for work done on the island of Oahu only. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

**7.4 References.** Bidder shall furnish on the Offer Form the names and addresses of at least three (3) companies or government agencies that bidder has provided or is currently providing identical or similar items as specified herein. The State reserves the right to contact the listed references to inquire about the bidder's performance.

**7.5 Insurance.** Offeror shall provide insurance information as requested on the appropriate Offer Form page(s).

**7.6 Wage Certificate.** The Offeror shall complete and submit a Wage Certificate by which the Offeror certifies that services required will be performed pursuant to § 103-55, HRS. Offeror is advised that although item 2 of the Wage Certificate is not applicable to this solicitation since there are no public sector employees performing work similar to the requirements herein, item 1 of the certificate applies and therefore submission of the Wage Certificate is required.

**7.7 Miscellaneous Information.** The bidder must submit the following information in the spaces provided on the Offer Form.

- (1) Type(s) of helicopter(s) to be used in providing the required services.
- (2) List at least three references for which bidder has a furnished helicopter transportation services. The State reserves the right to contact any of the references to inquire about the bidder's performance.
- (3) Office location, telephone number, and names of persons to be contacted by the State, when necessary, for complaints or requests that need immediate attention.

## **8.0 RESPONSIBILITY OF OFFERORS**

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of §103D-310(c), HRS:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. Chapter 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

Proof of compliance may be demonstrated through registration with Hawaii Compliance Express. Hawaii Compliance Express (HCE) allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of Chapter 103D-310(c), HRS, shall be accepted for both contracting purposes and final payment. Vendors that elect to use the new HCE services will be required to pay an annual fee to the Hawaii Information Consortium, LLC (HIC).

## **9.0 CERTIFICATION OF INDEPENDENT COST DETERMINATION**

By submission of a bid in response to this IFB, bidder certifies as follows:

1. The costs in this IFB have been arrived at independently, without consultation, communication, or agreement with any other bidder, as to any matter relating to such costs for the purpose of restricting competition.
2. Unless otherwise required by law, the cost which have been quoted in this IFB have not been knowingly disclosed by the bidder prior to award, directly or indirectly, to any other bidder or competitor prior to the award of the contract.
3. No other attempt has been made or will be made by the bidder to indicate any other person or firm to submit or not to submit for the purpose of restricting competition.

## **10.0 WRITTEN INQUIRIES**

Inquiries regarding this solicitation are due and must be received via the HIePRO system before deadline as stated in HIePRO Solicitation.

Responses to written inquires shall be made by way of Addendum via HIePRO. Addendum shall be issued at least two (2) working days prior to HIePRO Solicitation closing date.

## **11.0 ACCEPTANCE OF OFFER**

Acceptance of offer, if any, will be made after the opening of offers, and the prices quoted by the offeror shall remain firm.

## 12.0 AWARD OF CONTRACT

**12.1 Method of Award.** To be considered for award, bidder is NOT required to bid on all items listed in HlePRO Line Items Section. Bidder has the option to bid on any or all services listed.

Award(s), if any, shall be made on an individual line item basis for the types of services specified. Pursuant to 3-122-145, HAR, a maximum of three (3) awards, if any, shall be made for each service listed.

For each line item listed, the first award shall be made to the responsive, responsible Offeror submitting the lowest unit bid price per hour. This Primary Contractor shall be the first Contractor that DOFAW-Oahu District shall place all orders with for that type of helicopter service.

The second award for each item listed shall be made to the responsive, responsible bidder submitting the second lowest unit bid price. This Secondary Contractor shall be contacted by DOFAW-Oahu District in the event that the Primary contractor cannot fulfill the contract agreement.

The third award for each item listed shall be made to the responsive, responsible bidder submitting the third lowest unit bid price.. This Tertiary Contractor shall be contacted by DOFAW-Oahu District in the event that the Primary and Secondary contractors cannot fulfill the contract agreement.

Use of the secondary and tertiary contractors will only occur if Primary Contractor is not able to fulfill the services requested, or if Primary Contractor is not able to provide multiple aircraft demanded by special situations. This will be temporary until the Primary can resume regular contracted services.

During the term of the contract, the State will not be obligated to any Contractor receiving the award other than the Primary Contractor unless that Contractor is unable to provide the required helicopter service when ordered by DOFAW-Oahu District.

For Line Items 2 and 4 through 6 in which flight operations base (FOB) will be a selection factor, the following procedure will be utilized to determine the 3 tiers of Awards:

- Formula: (Ferry time x hourly price) + (8hrs of flight time x hour price) = Total
- Please note that this does not mean that any aircraft we call over will be guaranteed 8 hours of service. It's strictly how we will be calculating the final bid price for award determination.

**12.2 Responsibility of Selected Vendors.** Reference § 3-122-112, HAR and Responsibility of Offerors section above. If compliance documents have not been submitted to DLNR/DOFAW prior to award, the lowest responsive offeror shall produce documents to the contract administrator to demonstrate compliance with this section.

**12.3 Timely Submission of All Certificates.** The compliance documents should be applied for and submitted to DLNR/DOFAW by Offer Due Date. If a valid certificate is not submitted, an offer otherwise responsive and responsible will be rejected.

**12.4 Posting.** Award will be posted on the HlePRO website.

## 13.0 TERM OF CONTRACT

The term of contract shall be for the eighteen-month period commencing from the official date on the Notice to Proceed.

Unless terminated, the contract may be extended without re-bidding, upon mutual agreement in writing between the State and the Contractor, prior to the expiration date, for not more than two (2) additional eighteen-month periods, or parts thereof. Provided, however, the contract price for the extended period

shall remain the same or lower than the initial contract price, subject to any price increase allowed by the contract.

The Contractor or the State may terminate any extended contract period at any time upon sixty (60) days prior written notice.

#### **14.0 CONTRACT EXECUTION**

##### **NO PERFORMANCE AND PAYMENT BONDS ARE REQUIRED FOR THIS CONTRACT.**

The State shall forward a formal contract to the successful Offeror for execution. The contract shall be signed by the successful Offeror and returned within ten (10) days after receipt by the Offeror. Upon execution of the contract by all parties, a Notice to Proceed will be issued.

If the option to extend for each additional eighteen-month period or portions thereof is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract. The Contractor or the State may terminate the extended contract upon sixty (60) days written notice.

#### **15.0 NOTICE TO PROCEED**

Work will commence on the official commencement date specified on the Notice to Proceed.

No work is to be undertaken by the Contractor prior to the official commencement date specified on the Notice to Proceed issued by the State upon execution of the contract by both parties. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damage whatsoever incurred by the Contractor prior to the official commencement date.

#### **16.0 STATE'S COMMITMENT**

In return for the prices submitted, the Department of Land and Natural Resources, Division of Forestry and Wildlife, Oahu District shall order their helicopter services from the Primary, Secondary and/or Tertiary Contractor.

It is provided, however, when the type of services required by the agency are not available from the successful low bidder(s), an exception to this commitment may be granted to the agency by the Contract Administrator.

#### **17.0 INVOICING**

For helicopter services provided on an hourly basis, the Contractor shall be compensated for the actual helicopter time-in-service, which is defined as flight time in accordance with FAR, and not engine run time. The times are to be reported to the nearest tenth of an hour. The invoice shall contain flight times

in number of hours, listing both starting and ending HOBBS with flight dates and destinations, coordinating flight manager and shall reflect the contracted price per hour, all invoices must correctly reflect the PO number or other job name assigned to the actual flight.

In case of substitution of aircraft, the invoice shall reflect the contracted price per hour for the size helicopter that was reserved (and not the rate for the size helicopter delivered), unless the Contractor received written approval in advance for payment at a different rate.

Invoices shall be submitted no more than three months after the date of service and not more frequently than twice per month.

The Contractor shall either submit an original invoice to the following address:

Division of Forestry and Wildlife  
2135 Makiki Heights Dr.  
Honolulu, HI 96822

Or

Email the invoice to the listed DOFAW flight manager.

The invoice should reference both the contract number and Purchase Order number.

A tax clearance certificate with an original green certified copy stamp, must accompany the invoice for final payment on the contract. In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), will be required for final payment. A copy of the form is available at [www.spo.hawaii.gov](http://www.spo.hawaii.gov). Select "Forms for Vendors/Contractors" under the "Quick Links" section of the homepage. Alternately, a "Certificate of Compliance" issued by the Hawaii Compliance Express shall be acceptable for this requirement.

## **18.0 PAYMENT**

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or performance of the services to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period. Further, the State will reject any offer submitted with a condition requiring interest payments greater than that allowed by § 103-10, HRS.

The State will not recognize any requirements established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

## **19.0 LIQUIDATED DAMAGES**

Refer to the General Conditions, Form AG-008 as revised. It is mutually understood that failure on the part of the Contractor to complete the services specified herein even for a single day will result in damages to the State which are difficult to ascertain or prove. Liquidated damage is fixed at the sum of SEVEN HUNDRED AND FIFTY DOLLARS (\$750.00) per each and every calendar day per location per violation the Contractor fails to perform in whole or in part any of his obligations specified herein. Liquidated damages, if assessed, may be deducted from any payments due or to become due to the Contractor. Liquidated damages reflect an estimate of damages suffered by the State and are not a penalty.

**20.0 NON-PERFORMANCE**

The Contractor shall notify the Contract Administrator or designee of any 30-minute variance from the planned service schedule. The Contractor may be assessed \$50.00 for failure to notify the Contract Administrator of the delay.

The Contractor shall notify the Contract Administrator of any cancellation or substitution no less than 72 hours in advance of the helicopter reservation. The Contractor may be assessed liquidated damages in the amount of \$750.00 per event for failure to notify the Contract Administrator 48 hours in advance. Refer to the Special Conditions for terms of cancellation or substitution.

Except for weather or other causes beyond the control of the Contractor, the minimum level of acceptable performance is 100%.

**21.0 AUTHORITY OF THE STATE**

The State shall decide all questions that may arise as to the work performed hereunder, as to the manner of such performance, as to the interpretation of any law, rule or regulation, policies and procedures, as to compensation, and as to any other matter that may arise under the Contract. The decision of the State in such matters shall be final as long as not in violation of law and not arbitrary, capricious, or characterized by abuse of discretion.

**22.0 LIABILITY INSURANCE**

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by himself or by a subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, Contractor may require subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor’s insurance policy or policies are in addition to the Contractor’s own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its subcontractor(s) where appropriate.

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (Occurrence Form)	\$2,000,000 combined single limit per occurrence for bodily injury and property damage
Aviation Aircraft Liability	\$5,000,000 combined single limit per occurrence for bodily injury and property damage



Each insurance policy required by the contract, including a subcontractor's policy, shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage, or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Land and Natural Resources, Division of Forestry and Wildlife, 1151 Punchbowl Street, #325, Honolulu, HI 96813."
2. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements.

Upon Contractor's execution of the contract, the Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible for furnishing a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

### **23.0 PERMITS, LICENSES, AND TAXES**

The Contractor shall procure all permits and licenses, during the original or extended contract term, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Failure to procure and maintain valid permits and licenses required by law and these specifications may be cause for the State to terminate the contract.

### **24.0 FUEL OIL PRICE ADJUSTMENT**

The unit price per hour shall be modified based on the difference of the average hourly cost of fuel for the first eight (8) months of the contract compared to the average hourly cost of fuel for the past eight months period at the start of the contract period and contract extensions. The Contractor shall provide documentation to validate fuel costs including average gallons of fuel consumed per hour of flight time.

The following formula will be used to calculate the change in unit price per hour and offers who fail to complete the information requested on OFFER FORM page OF-2 shall not be allowed to request for price adjustments.

Price adjustments will be limited only to change in the cost of fuel only. Requests for increases resulting from increased gallons of fuel consumed per hour or any other miscellaneous increases shall not be accepted unless approved by Chair of the Department of Land and Natural Resources.

$$[(N - O)] \times W \times C = L$$

$$R = X + L$$

Whereby,

- N = New average price per gallon provided by the Contractor based on average price per gallon for consecutive eight (8) month period(s) starting from the initial contract start date listed on the Notice to Proceed and contract extensions,
- O = Initial price per gallon established at contract start date and/or current price per gallon thereafter,
- W = Gallons of fuel consumed per hour on OFFER page OF-2 (remains unchanged for duration of the contract and extensions)
- C = One (1) Hour Flight Time
- L = Dollar amount of increase to be added to unit price per Hour.

- R = New unit price per hour
- X = Current unit price per hour

The Contractor shall submit, on a timely basis, to the Contract Administrator, written documentation from its fuel supplier substantiating the adjustment. Failure to submit price adjustment increases on a timely basis may result in rejection of the price adjustment.

The increase shall be reflected in either a contract modification or in the supplemental agreement issued for any extended period of the initial contract.

## **25.0 SUBCONTRACTORS**

The Contractor shall not delegate any duties listed in this IFB to any subcontractor unless the Contract Administrator has given written approval. The State reserves the right to approve all subcontractors and shall require the primary contractor to replace any subcontractors found to be unacceptable. The primary contractor will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract, and shall be responsible for all services whether or not the primary contractor performs them.

## **26.0 RE-EXECUTION OF WORK**

The Contractor shall re-execute any work that fails to conform to the requirements of the contract and shall immediately remedy any defects due to faulty workmanship by the Contractor. Should the Contractor fail to comply, the State reserves the right to engage the services of another company to perform the services and to deduct such costs from monies due to the Contractor.

## **27.0 REMOVAL OR REASSIGNMENT OF CONTRACTOR'S EMPLOYEES**

Contractor agrees to remove or reassign any of its employees from services rendered and to be rendered to the State upon request in writing from the procurement officer. The Procurement Officer may suspend any pilot who flies recklessly, does ineffective work, exhibits fatigue or conduct detrimental to the purpose for which contracted.

## **28.0 PROTEST**

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the deadline set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract on the HIePRO website.

Any protest pursuant to §103D-701, HRS, and §3-126-3, HAR, shall be submitted in writing to the Chair of the Department of Land and Natural Resources, 1151 Punchbowl Street, Honolulu, Hawaii 96813 or P. O. Box 621, Honolulu, Hawaii 96810-0119.

## **29.0 ADDITIONAL CONDITIONS**

**Approvals.** Any agreement arising out of this offer may be subject to the approval of the Department of the Attorney General as to form, and is subject to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

**Cancellation of Solicitations and Rejection of Offers.** The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in §§3-122-95 through 3-122-97, HAR.

# Attachments

## SUMMARY OF ACCIDENTS FORM

In order to be considered for award(s), bidder must provide the following information. The information furnished below will be used to determine the responsibility of the bidder. The safety of the operation under this contract is critical, and therefore, the Offeror's ability to perform safely is an important factor in making a determination of the bidder's responsibility.

The Average Frequency Rate for On Demand Air Taxi Operations nationwide, as published by the FAA, will be used as one of the standards to evaluate the bidder's ability to operate safely. The number of hours flown by the bidder will be considered in the evaluation of the bidder's accident frequency rate.

Apparent low bidders having experienced helicopter accidents within the last 36 months prior to the date of bid opening, or if the Procurement Officer determines there are incidents indicating unsafe activity, may be required to furnish a written safety program acceptable to the Procurement Officer before award that outlines action taken, and to be taken, to assure a safe operation. Offeror's safety program, if required by the Procurement Officer, shall be submitted within ten (10) days from the date of State's request. The accepted written safety program will be incorporated into the contract upon award.

Failure to submit an acceptable program within the time specified by the Procurement Officer will render the bidder nonresponsive and ineligible for contract award. Failure to comply with the safety program will be material nonperformance of the contract and grounds for termination of the contract for default.

1. Summary: Provide information for the previous 36 months, or since the time the bidder has been in business if less than 36 months.
  - a. Total Flight Hours: \_\_\_\_\_ For Period: \_\_\_\_\_
  - b. Total Number of Accidents: (if none, enter NONE): \_\_\_\_\_
2. Description of Each Accident: Provide answers to the following 8 points for each accident. Use separate sheets if there are more than one accident.
  - a. Accident Date: \_\_\_\_\_
  - b. Accident Time: \_\_\_\_\_
  - c. Accident Location: \_\_\_\_\_
  - d. Aircraft Type/No.: \_\_\_\_\_
  - e. Result of Accident: \_\_\_\_\_ injury; \_\_\_\_\_ death; \_\_\_\_\_ damage
  - f. Reported to FAA? \_\_\_\_\_ Yes \_\_\_\_\_ No
  - g. Description of Accident: (Use separate sheet. Include mission, cause, and extent of damage.)
  - h. Describe the effort taken to eliminate the same kind of accident: (Use separate sheet.)

NOTE: Failure to submit the required information will render your bid offer non-responsive and your offer will not be considered for award.

**WAGE CERTIFICATE  
FOR SERVICE CONTRACTS**  
(See Special Provisions)

Subject:IFB No.:           DOFAW-HELI-24          

Title of IFB:           DOFAW-HELI-24 OAHU DISTRICT HELICOPTER TRANSPORTATION SERVICES          

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

1. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with; and
2. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Offeror \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**WAGE CERTIFICATE**