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

IFB DOFAW-26-M1 EXCLUSIVE

**NOTICE TO ALL OFFERORS **

**STATE DEPARTMENT OF LAND AND NATURAL RESOURCES **
INVITATION FOR BIDS
DOFAW-26-M1-EXCLUSIVE
SEALED OFFERS
FOR
FURNISHING
EXCLUSIVE HELICOPTER TRANSPORTATION SERVICES
FOR
DEPARTMENT OF LAND AND NATURAL RESOURCES,
DIVISION OF FORESTRY AND WILDLIFE
MAUI DISTRICT TO SUPOORT MOSQUITO CONTROL OPERATIONS
WILL BE RECEIVED UP TO AND OPENED
THROUGH THE STATE OF HAWAII ELECTRONIC PROCUREMENT SYSTEM (HIEPRO).
DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO JASON OMICK BY E-MAIL AT
JASON.D.OMICK@HAWAII.GOV.

FURNISHING AND DELIVERING
HELICOPTER TRANSPORTATION SERVICES
FOR
DEPARTMENT OF LAND AND NATURAL RESOURCES,
DIVISION OF FORESTRY AND WILDLIFE, MAUI DISTRICT, TO SUPOORT MOSQUITO CONTROL OPERATIONS

IFB DOFAW-26-M1-EXCLUSIVE

Department of Land and Natural Resources
Division of Forestry & Wildlife
685 Haleakala Highway,
Kahului, Hl 96732

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 Hawaii (street address): _____
City, State, Zip Code: _____
Respectfully submitted:
Date: _____
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 an exclusive-use helicopter and pilot to support mosquito control operations and associated conservation activities on the island of Maui, for the Division of Forestry and Wildlife, Maui District, Department of Land and Natural Resources:

The selected contractor will provide a dedicated helicopter, pilot(s), and operational support for aerial application of small particle liquid *Bacillus thuringiensis israelensis* (Bti) using an aircraft-mounted boom spray system, transport of field personnel, sling-load operations, and other aviation support associated with native forest bird conservation.

The intent of this solicitation is to establish a long-term exclusive-use agreement that provides guaranteed aircraft availability throughout the contract period.

TYPES OF SERVICES			
Line Item	**Description**	**Capacity and Requirements**	**Unit price $ per hour**
1	Passenger, External Sling Load	4 Seats [3 passengers and 1 pilot] helicopter	Included
2	Aerial application, spraying	4 Seats [3 passengers and 1 pilot] helicopter	Included
3	Aerial application, BTI	4 Seats [3 passengers and 1 pilot] helicopter	Included 5days
4	Aerial application, BTI additional hrs.	4 Seats [3 passengers and 1 pilot] helicopter	Included

5	**Exclusive use—aircraft, equipment, qualified crews, fuel, maintenance, readiness, and support for 12 months**	**Dedicated 4-seat minimum aircraft meeting all requirements; continuous five-day-per-week availability as specified**	**$_____lump sum for 12 months**

Offeror(s) shall complete the information requested:

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 seeking the exclusive-use award must bid on the Line Item 05 as one mandatory group. Failure to bid on Line item 05 shall make the Offeror ineligible for the exclusive-use award.

b. The Line Item 05 lump-sum price shall be stated as a single price for the full twelve-month base term. For payment administration only, the accepted lump-sum price will be paid in twelve equal monthly installments after satisfactory availability is provided for each month. No advance payment is authorized.

**Offeror is required to provide the following information and/or documents: **

1. Make, Model, and N# of helicopter(s) to be used: **MD500D preferred**

a. _____

b. _____

c. _____

2. Pilots:

a. _____

b. _____

c. _____

3. References: (Provide at least three)

Company Address Phone No. Person to Contact

a. _____

b. _____

c. _____

4. Offeror's Flight Operations Base Location:

State of Hawaii - Maui District YES NO

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:

____ Certificate of Insurance issued by the Contractor's insurance company

____ DOT Form OST F 4507; Registration, Reregistration & Amendments Under Part 298 of the Economic Regulation of the Civil Aeronautics Board

____ DOT Form OST F 4520 and/or DOT Form OST F 4521, OST Form 6410
____ FAA Form 8430-21 Rotorcraft External-Load Operation
____ FAA Form 8430-21 Commercial Agricultural Aircraft Operation
____ FAA Form 8430-18 Air Carrier Operating Certificate
____ FAA Form 8400-8 Operations Specifications with the procedures for transporting Hazardous Materials
____ OAS pilot certificate or equivalent
____ OAS Helicopter certificate or equivalent

**SUMMARY OF ACCIDENTS **
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 deciding 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-26-M1-EXCLUSIVE

Title of IFB: Furnishing Helicopter Services for Department of Land and Natural Resources, Division of Forestry and Wildlife, Maui District to support mosquito control operations.

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

SPECIFICATIONS S-1

**SCOPE OF WORK **

The Contractor shall provide all necessary labor, material, equipment, personal protective equipment, personnel, and supervision to satisfactorily perform helicopter transportation services on the island of Maui, 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. The selected contractor will provide a dedicated helicopter, pilot(s), and operational support for aerial application of small particle liquid *Bacillus thuringiensis israelensis* (Bti) using an aircraft-mounted boom spray system, transport of field personnel, sling-load operations, and other aviation support associated with native forest bird conservation. The intent of this solicitation is to establish a long-term exclusive-use agreement that provides guaranteed aircraft availability throughout the contract period.

B. Helicopter services shall be provided for a twelve-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 twelve-month periods.

C. Except for the exclusive-use availability required by Line Item 05, services will be ordered on a "call as needed" basis. In general, the service will be of the following types: Following service types do not correspond to actual IFB Line Items.

(1) Passenger, or External Sling Load

(2) Aerial application of small-particle liquid Bti using an aircraft-mounted boom spray system

D. Exclusive-use requirements:

1. "Exclusive use" means that the aircraft identified for Line Item 05, shall be committed to DOFAW's use and shall not be scheduled, promised, dispatched, or used for another customer when doing so would interfere with a DOFAW order, scheduled operation, required readiness, or the response times stated herein.
2. The exclusive-use capability shall be available five days per week throughout the twelve-month term, including State holidays except New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, subject to FAA limitations, required maintenance, weather, safety, and events beyond the Contractor's reasonable control. The Contractor shall maintain sufficient qualified crew coverage and duty-time management to satisfy this requirement without violating any flight-time, duty-time, rest, or safety requirement.

3. Exclusive use does not give the State operational control of the aircraft. The Contractor retains possession and operational control and remains solely responsible for airworthiness, flight following, maintenance, dispatch, crew qualification, regulatory compliance, and the pilot-in-command's safety authority.
4. The Contractor shall identify the primary aircraft by make, model, and registration number. The aircraft shall be based on Maui, unless the Contract Administrator approves another location in writing.
5. Planned maintenance shall be coordinated with the Contract Administrator at least ten calendar days in advance whenever practicable. In the event of unscheduled maintenance or aircraft unavailability, the Contractor shall provide a fully compliant substitute aircraft and qualified crew within (3) hours.
6. The State does not guarantee a minimum number of flight hours. The Line Item 05 lump-sum price compensates the Contractor for the required dedication, readiness, staffing, maintenance, fuel, equipment, and availability regardless of the number of hours ordered, subject to deductions or remedies for unexcused unavailability.
7. The Contractor may use the aircraft for maintenance positioning, required training, test flights, or other activity approved in advance by the Contract Administrator, provided that the activity does not interfere with State operations and is performed at no additional cost to the State.
8. The State may obtain services from another source when the Contractor cannot meet an order, the aircraft or crew does not satisfy contract or safety requirements, an emergency requires additional aircraft, the Contractor is unavailable, or the Procurement Officer determines that another source is necessary to protect health, safety, property, natural resources, or continuity of operations. Such use shall not constitute a breach of exclusivity.

F. Typical operations include. Usually daylight hours, Monday through Friday.

- Spray Application
    - Two to four operational days per week, depending on treatment schedules and weather conditions.
    - Installation, operation, and removal of the boom spray system as required.
    - Safe handling and loading of liquid Bti.
    - Coordination with MFBRP personnel during aerial application missions.
    - MFBRP will provide the Bti product, including preparation/mixing, and ground support up to the point of handling the aircraft itself, and identify treatment areas.
- Personnel/Gear Transport
- Remote camp access; day-use access; reconnaissance flights; emergency logistical support
- External load operations including transportation of field equipment, fuel, water, construction materials, CO_2, propane, and miscellaneous cargo

G. Bases of operation. The contractor shall provide an aircraft that is continuously stationed and immediately available on the island of Maui during the exclusive-use contract period. Daily operations are highly weather-dependent, requiring rapid mobilization, frequent schedule changes, and the ability to capitalize on short weather windows for aerial larvicide application. Aircraft not based on Maui are unlikely to meet the required response times and operational reliability necessary for successful completion of the project

H. 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.

I. Ordering services. Except for the State's obligation to pay the accepted Line Item 05 lump-sum price for satisfactory exclusive-use availability, the State DOES NOT GUARANTEE the placement of any orders, minimum flight hours, or minimum fuel reimbursement under this contract. The State will call and order helicopter services. The Contractor shall have one (1) hour to confirm back to the State if the requested helicopter transportation service can be scheduled. Once the order is accepted, the Contractor is obligated to perform in accordance with the terms and conditions stated herein.

J. Flight orders shall be made, and instructions shall be given by the Contract Administrator or 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.

K. Operational Availability. The Contractor shall provide an aircraft and pilot available for exclusive use by MFBRP:

- Monday through Friday, not including federal holidays and Prince Kūhiō Day
- 0700 through 1630 hours

Due to the weather-dependent nature of mosquito control operations, flight schedules may change with little advance notice. The Contractor shall be capable of responding to changing operational requirements throughout the designated duty period. Weather delays shall not constitute a breach of availability.

L. During scheduled DOFAW operations the contractor must honor and complete the scheduled operation without interruption unless otherwise agreed to by contract administrator or designee on site.

M. 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.

N. The contractor may be required to transport personnel, equipment, materials, and/or supplies from a base of operations on Maui to other islands within the Maui District and back to the Maui base of operations.

O. Estimated Annual Usage
Annual usage is estimated at approximately:

- up to 900 minimum flight hours annually
- average 4–6 flight hours per operational week
- approximately 12–14 hours of aerial application operations per week during active treatment periods

These values are estimates only and do not constitute a minimum guarantee

P. Pricing Proposal
Bidders should provide pricing that includes:

- Monthly exclusive-use availability rate for a 12-month period
- Included flight hours and overage rates
- Any additional fees
- Lead time required from an accepted proposal.

**CONTRACT REQUIREMENTS **

A. 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.
4. Any physical loss or damage to the tools, equipment, and supplies during transportation from any cause whatsoever from the time the tools, equipment, and supplies are received until final delivery.

B. 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.
C. 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.
D. Ground Support
Contractor shall provide ground personnel necessary to support:

- aircraft fueling
- installation/removal of aerial application equipment

**HELICOPTER REQUIREMENTS **

A. Helicopter General. Helicopters shall have standard airworthiness certificates. The installation of any special equipment specified in this contract shall be approved by the FAA.

1. 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.
2. The Contractor shall be certified under FAR 14 CFR Part 133, External Load Operations.
3. The helicopter(s) shall be OAS or Aviation Management certified and qualified. Evidence of certification will be required by Solicitation Offer Due Date as posted in HIePRO solicitation. If the Contractor does not provide current certifications, offer will be rejected.

B. Helicopter Equipment. 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:

1. One Emergency Locator Transmitter (ELT), meeting either TSO C-91 (ELT/AP) or TSO C-91a (fixed) specifications shall be installed.
2. GPS (global positioning system), helicopter mounted, capable of utilizing Lat/Long or UTM.
3. High or Extended Skid type landing gear.
4. One flight meter (Hobbs Model M-1-69 or equivalent) recording in hours and tenths, activated by an oil pressure switch wired in series with collective switch or equivalent system to record flight time only.
5. Intercom system allowing two-way communication among all passengers and the pilot available at all passenger seats
6. A digital radio interface capable of working on HIWIN DOFAW talk groups/channels.
7. Fire extinguisher(s) as required by FAR Part 135 shall contain Halon 1211 or equal and be mounted in accordance with applicable FARs.
8. FAA approved helicopter floatation devices must be available for use as required when flying over water.

C. Service Type Helicopter and Contractor Requirements. The following are additional, type-specific helicopter equipment requirements for the specified types of service:

1. Passenger, External Sling Load; a. Four-passenger (three passengers and one pilot) minimum seating capacity for item 1. Six-passenger (five passengers and one pilot) minimum seating capacity for item 8. Both helicopters will have certified seat belts: (a) one set of individual lap belts for each occupant, (b) FM-approved double-strap shoulder harness with automatic locking inertia reels for each front seat occupant. Shoulder straps and lap belts shall fasten with one single-point, metal-to-metal, quick release mechanism.
    b. At least one convex mirror for observation of sling loads and landing gear.

c. Sling load capability. Cargo hook should have a 1,200 lbs. minimum lift capacity.

d. Capability to sling-load with remotely operated hook with both 50-foot and 100-foot cargo lead line and swivel hook capability with 1,200-pound lift capacity. Lead line must meet the following requirements: (a) Rotation-resistant wire rope with swagged fittings rated in accordance with ANSI standards and (b) Fabrication and installation methods shall be in accordance with aircraft and ANSI standards.

e. Capability to sling-load without remote hook using equipment appropriate for the mission, rated for the payload, and approved by the pilot.

g. Substitution of a larger aircraft will be allowed under this type of flying, subject to meeting all requirements specified in Helicopter General and Helicopter Equipment above. Substitution of aircraft will be with the mutual concurrence of both Contractor and the Contract Administrator.

3. Aerial application, spraying (Item 4) a. Four-passenger (three passengers and one pilot) minimum seating capacity with certified seat belts: (a) one set of individual lap belts for each occupant, and (b) FM-approved double-strap shoulder harness with automatic locking inertia reels for each front seat occupant. Shoulder straps and lap belts shall fasten with one single-point, metal-to-metal, quick release mechanism.

b. Hughes 500 series type helicopter or equivalent.

4. Aerial application, BTI

a. Four-passenger (three passengers and one pilot) minimum seating capacity with certified seat belts: (a) one set of individual lap belts for each occupant, and (b) FM-approved double-strap shoulder harness with automatic locking inertia reels for each front seat occupant. Shoulder straps and lap belts shall fasten with one single-point, metal-to-metal, quick release mechanism.

b. Hughes 500 series type helicopter or equivalent.

c. Contractor must hold FAA Part 137 certificate that allows for the dispensing of economic poisons

d. FAA-approved boom spray rig.

e. Utilize a GPS-guided proof-of-application and job management system (e.g., Tabula or equivalent) to track, map, and generate reports of spray areas.

f. Provide a crewmember onsite to assist with filling the spray tank attached to the aircraft and to assist with refueling in the field.

D. Helicopter Maintenance

1. Helicopters shall be operated and maintained in accordance with applicable FARs and the manufacturer's recommendations.

2. Fuel shall pass through a filtering system in accordance with the filter manufacturer's recommendations.

3. Contractor must be able to provide on-site fueling capabilities and/or must be able to turn-around and resume flight operations within one-half hour (1/2 hour) after breaking for fuel, unless otherwise agreed to by the Contract Administrator.

E. Other Helicopter Certificates.
The Contractor shall possess all applicable FAA certificates, authorizations, and Operations Specifications required to conduct the helicopter transportation services described in this contract, including the transportation of hazardous materials as applicable.

The Contractor shall be capable of transporting hazardous materials commonly associated with conservation, mosquito control, and remote field operations, including fuels, lubricants, propane, pesticides, and other authorized materials, using approved external-load methods where appropriate.

The Contractor is not required to maintain authorization to transport all nine classes of hazardous materials. Transportation of explosives (Class 1) and radioactive materials (Class 7) is not required under this contract.

All hazardous materials transportation shall comply with applicable FAA and U.S. Department of Transportation regulations, including requirements governing external-load operations.

Copies of applicable FAA certificates, authorizations, and Operations Specifications shall be provided with the bid or prior to contract award, as required by the solicitation.
Should the Contractor lose any certification or authorization necessary to perform the required services, the Contractor shall immediately notify the Contract Administrator. Failure to maintain required certifications may constitute grounds for suspension of affected operations or termination of the contract.

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

A. Pilot shall be OAS certified and qualified. Evidence of certification will be required by Solicitation Offer Due Date as posted in HIePRO solicitation. If the Contractor does not provide current certification, offer will be rejected.

B. Pilot shall have at a minimum, the following OAS special use certifications, by type of service:
- Low level (recon and surveillance)
- Passenger transport
- External load belly hook

- Long line vertical reference 150 feet
- Mountainous terrain flights

C. Each pilot shall display upon demand:

1. Commercial or Airline Transport Pilot certificate with appropriate rating (Rotocraft-Helicopter) and a valid Class I or Class II FM medical certificate.
2. Written evidence of qualification to transport external loads for any of the following types of service being performed by the pilot: (a) Passenger and sling loads and (b) Aerial spraying.

D. Pilot must speak English fluently.

E. Pilot shall have accumulated, as Pilot-in-Command, the minimum flight times of 1,500 hours and 100 hours in the preceding 12 months.

F. 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 OAS or USDA Aviation Management evaluation.

G. 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 unless authorized by the Contract Administrator or his designee.

H. 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.

I. 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.
3. For over-water flights: Safety equipment needed for over-water flights.

**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 will subject the Contractor to liquidated damages in the amount of $750.00 per day.
Cancellation or Substitution 48 Hours or Less. Contractor may be subject to liquidated damages in the amount of $750.00 per day for cancellation or substitution of the aircraft, without Contractor Administrator approval, 48 hours or less before any scheduled order.
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 or 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
OAS = Office of Aircraft Services
USDA = United States Department of Agriculture
DOI = United States Department of Interior
GET = General Excise Tax
HRS = Hawaii Revised Statutes
HAR = Hawaii Administrative Rules
IFB = Invitation for Bids
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, Maui 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, Jason Omick or designee is designated Contract Administrator (CA). For inquiries regarding the IFB, contact Jason Omick by email: Jason.D.Omick@hawaii.gov.

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.

**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 necessary documents and certificates required in determining pilots' 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/her opinion, cannot perform all required in the specifications and special provisions.
Bidder must have an office located on the island of Maui where he/she carries on his/her business and where he/she will be accessible to telephone calls for complaints or requests that need immediate attention.
The State reserves the right to inspect bidders' facilities 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 OF-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 OF-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 OF-1 shall indicate Offeror's intent to be bound.
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7.2 Bid Quotation. Offeror shall furnish the prices requested for line item 05. Prices shall include all equipment, services, personnel, applicable taxes, fuel and expenses incurred to perform the required services and shall be the all-inclusive cost to the State.

For the exclusive-use the Offeror shall submit: (a) one lump-sum price under Line Item 05 covering the complete twelve-month exclusive-use commitment, including aircraft dedication, qualified crew coverage, fuel, maintenance, replacement coverage, insurance, BTI application equipment, field support, base and airport costs, mobilization, ferrying, overhead, profit, taxes, and every other cost; Submission of a bid shall constitute the Offeror's agreement to comply with the Specifications, these Special Provisions, and the General Conditions incorporated 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 service. 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 ****
Once Offers are submitted, prices quoted shall remain firm unless Offers are withdrawn by the Offeror.

In the event of any discrepancies between price quotes submitted via HIePRO and submitted in writing, HIePRO price quotes shall take precedence.

****12.0 AWARD OF CONTRACT ****

12.1 Method of Award. To be considered for award, bidder must bid on Line item 05. Award(s), if any, shall be made on an individual-item basis for the types of services specified.

The second award for each item listed shall be made to the responsive, responsible Offeror submitting the second lowest unit bid price per hour. This Secondary Contractor shall be contacted by DOFAW in the event the Primary contractor cannot fulfill the contract agreement or unable to provide multiple aircrafts.

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

The award of the exclusive-use group gives the selected Contractor the primary and exclusive contractual right to furnish the dedicated aircraft capability during the twelve-month base term, subject to the State's express right to obtain services from another source when the Contractor is unavailable or noncompliant, when additional aircraft are needed, for emergency or safety reasons, or as otherwise authorized by the contract or law.

12.2 Responsibility of Selected Vendors. Reference § 3-122-112, HAR and Responsibility of Offerors section above.

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

12.4 Posting. Awards will be posted on HIePRO or HANDS website.

**13.0 TERM OF CONTRACT **

The term of contract shall be for the twelve-month period commencing from the official date on the Notice to Proceed with an option to extend.

The exclusive-use commitment under Line Item 05 shall remain in effect continuously for the full twelve-month base term. Any extension of the exclusive-use group must expressly state the extension price, fuel baseline, availability requirements, and applicable aircraft and crew resources.

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 twelve-month periods, or parts thereof.
The Contractor or the State may terminate any extended contract period at any time upon thirty (30) 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.

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If the option to extend for each additional twelve-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 thirty (30) 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 COMMITTMENT **
The Department of Land and Natural Resources, Division of Forestry and Wildlife, Maui District shall order their helicopter services from the contracted vendors.
During the twelve-month base term. This commitment is conditioned upon the Contractor maintaining the required exclusive-use aircraft, equipment, crew coverage, readiness, certifications, insurance, safety performance, and response capability. The State may use another source under the circumstances stated in the exclusive-use requirements, and such use shall not entitle the Contractor to additional compensation, damages, or lost profits.
It is provided, however, when the type of services required by the agency are not available from the contracted vendors, 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 actual helicopter time-in-service, which is defined as flight time in accordance with FAR and not engine run time. Times shall be reported to the nearest tenth of an hour. All invoices shall correctly identify the contract number and purchase-order number assigned to the flight.

The Line Item 05 lump-sum award price shall be paid in twelve equal monthly installments after the Contractor provides satisfactory exclusive-use availability for the applicable month. Each monthly invoice shall identify the primary and substitute aircraft, qualified crew coverage, scheduled and unscheduled downtime, maintenance periods, orders received, response times, flights completed, and any period during which the required capability was unavailable. The State may reduce the monthly installment on a pro rata daily basis for unexcused unavailability and may exercise any additional contractual remedy for repeated or material unavailability.

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. The Contractor shall submit original and three copies of the invoice to the following address:

DLNR - Division of Forestry and Wildlife
Maui District Office
685 Haleakala Highway,
Kahului, Hl 96732

The invoice should reference both the contract number and the PO number.

A tax clearance certificate, not over one month old, 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. Select "Forms for Vendors/Contractors" under the "Quick Links" section of the homepage. Alternately,

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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 of any 30-minute variance from the planned service schedule. The Contactor 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 48 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 SPECIAL PROVISIONS SP-8 DOFAW-26-M1-EXCLUSIVE 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.

**Coverage Limits **
Commercial General Liability $2,000,000 combined single limit (Occurrence Form) 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 cancelled, 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. "The University of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
4. "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.

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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 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.

**25.0 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.

**26.0 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.

**27.0 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 Offer Due Date.
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 State Procurement Office 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.

**28.0 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.