

**ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT**

**Equipment and Procurement Division**

**REQUEST FOR PROPOSALS (RFP) No: 16-002P**

**Aircraft Management Services**

Proposals must be submitted  
no later than **1:00 p.m. DST**  
**August 6, 2015**

**No submissions or modifications  
will be accepted after this deadline.**

To constitute a valid submission, proposal must:

- (1) Be submitted by the prescribed date and time (Paragraph 2.3),
- (2) Address all the requirements set forth herein;
- (3) Contain the required Bid Bond (Paragraph 1.4);
- (4) Contain Page 5 completed as indicated.

For further information regarding this RFP contact  
Danny Keene, Division Head  
AHTD Equipment and Procurement Division  
at (501)569-2667

Arkansas State Highway and Transportation Department  
RFP Number 16-002P – Aircraft Management Services

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ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT  
Equipment and Procurement Division

Request for Proposals Number 16-002P

Proposal For  
Aircraft Management Services

**Section 1.0 INTRODUCTION**

- 1.1 **Scope of Proposal:** The Arkansas State Highway and Transportation Department, hereinafter called either “AHTD” or “the Department,” is soliciting proposals for the Management Services of a 1992 Beechcraft King Air B200 and a 2014 Cessna T206H Stationair Aircraft or replacements owned by AHTD. The 2014 Cessna T206H Stationair Aircraft is used primarily for Aerial Photography.

The successful bidder will be required to provide services beginning Date of Award and continuing for a period of twelve (12) months with the option to renew yearly for an additional 6 years upon mutual agreement of both parties.

Proposers may inspect the aircraft and review the aircraft’s logbooks, located at Central Flying Service, Adams Field, 1501 Bond Street, Little Rock, Arkansas, prior to submitting a proposal.

- 1.2 **Point of Contact:** This Request for Proposal (RFP) is issued by the Arkansas State Highway and Transportation Department, Equipment and Procurement Division.

Questions concerning submission of a proposal in response to this RFP should be addressed to:

Danny Keene, Division Head  
Equipment and Procurement Division  
Arkansas State Hwy. and Transp. Dept.  
P. O. Box 2261  
Little Rock, AR 72203  
Phone: (501) 569-2667  
Fax: (501) 569-2679

Inquiries may be referred to the above contact person of the Department for detailed answers or clarifications. Written inquiries are encouraged and will be responded to in writing. Oral communications shall not be binding on the Department and can in no way modify the terms, conditions, or specifications of this RFP or relieve the successful Vendor of any obligations resulting from this RFP. Proposers are expected to raise any questions they have concerning the RFP document at this point in the RFP process. In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions, amendments, or supplements will be provided to all recipients of this initial RFP and all who have requested information in writing.

- 1.3 **Information Restrictions:** All information received by AHTD regarding this RFP is restrictive and will not be available before award of the job to the successful vendor.
- 1.4 **Required Bonding:** Bid Bond in the amount of \$1,000.00 required of all bidders at the date and time set for submission or proposal will be rejected. **Personal and company checks are not acceptable as Bid Bonds.**
- 1.5 **Certification of Insurance:** AHTD shall maintain aircraft liability insurance in an amount no less than \$10,000,000 on the King Air and \$1,000,000 on the Cessna for bodily injury, including injury to passengers and/or property damage. In addition, AHTD shall maintain aircraft hull insurance in an amount no less than the aircraft value. Insurance shall be endorsed to waive all rights of subrogation against proposer and shall be placed with insurers reasonably acceptable to proposer.
- 1.6 **Choice of Law & Choice of Forum:** This RFP and any resulting contract shall be governed by and construed in accordance with the laws of the State of Arkansas. Any proceeding relating to any cause of action of any nature arising from or relating to this RFP or contract may be brought only before the Arkansas State Claims Commission.

- 1.7 **Ethics:** *“It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.”* Ark.Code.Ann. § 19-11-708(a).

## **Section 2.0 PREPARING AND SUBMITTING A PROPOSAL**

- 2.1 **General Instructions:** The evaluation and selection of the successful vendor will be based on the information submitted in the Proposer’s proposal plus references. *Failure to respond to each of the requirements in the RFP will be the basis for rejecting a proposal.*
- 2.2 **Incurring Costs:** The Department is not liable for any cost incurred by Proposers in replying to this RFP.
- 2.3 **Time and Place for Submission of Proposals:** Proposers must submit three (3) copies of a completed proposal, along with all materials required herein for acceptance of their proposal by 1:00 p.m. August 6, 2015. RFP Number should be clearly marked on all packaging containing the proposal.

**Mail To:**

Arkansas State Highway and Transportation Department  
Equipment and Procurement Division  
P.O. Box 2261  
Little Rock, AR 72203

**Deliver To:**

Arkansas State Highway and Transportation Department  
Equipment and Procurement Division  
11302 W. Baseline Road  
Little Rock, AR 72209

- 2.4 **Late Proposals:** Proposals received after the date and hour established will be considered late proposals and will be automatically disqualified.
- 2.5 **Unsigned Proposals:** Page 5 of this RFP must be signed and included with proposal to constitute a valid submission. The signature must be original (not stamped or photocopied) and in ink. Unsigned and improperly signed proposals will be automatically disqualified.
- 2.6 **Withdrawing or Modifying Proposals:** A proposal that has been submitted may be withdrawn, modified, or corrected by a Proposer prior to the date and time set for submission. Telegrams or letters received before the date set for submission of proposals will be accepted and attached to the proposal, and the proposal will be considered withdrawn, modified, or otherwise changed accordingly. RFP Number should be clearly marked on all packaging/envelopes containing proposal documents. No proposal may be withdrawn, modified, corrected, or otherwise changed after the date and time set for submission.
- 2.7 **Assignment:** No award resulting from this RFP may be assigned, sold, or transferred without the prior written consent of AHTD. Furthermore, no obligation incurred pursuant to this RFP and resulting contract may be delegated without prior written consent of AHTD.
- 2.8 **Default and Remedies:** Non-performance of any requirement, term or condition resulting from this RFP shall constitute default. Upon default, the Department shall issue a written notice of default providing a period in which the Vendor/Contractor shall have seven (7) days to cure said default. If the Vendor/Contractor remains in default beyond the seven (7) days, or if the default is repeated during the term of the contract or any extension thereof, the Department may, in its sole discretion, terminate the contract(s) or remaining portion thereof and exercise any remedy provided by law. This contract may be terminated by either party for any reason upon giving the other party thirty (30) days written notice of intent to terminate.
- 2.9 **References:** Proposers must submit a list of clients for whom aircraft management services have been performed. Any references shall include a point of contact name, address, telephone number and type of aircraft that was managed. Information obtained from reference contacts will be used in determining the successful Vendor.

**Section 3.0 TECHNICAL PROPOSAL**

- 3.1 **Crew:** All flight crews for the Aircraft shall be employed or retained by the proposer. Daily-rate paid for additional crewmembers shall be limited to the going rate for experienced crewmembers flying this type of aircraft, under the same circumstances, in the general area.
- 3.2 **Pilot Requirements:** Commercial pilot's license with instrument and multi-engine ratings properly certified by the FAA, have a minimum of 3,500 logged flying hours, 1,500 hours of which are in multi-engine aircraft, 500 hours of which are in turbo-prop aircraft, 100 hours of which are in Beech King Air 200 model aircraft, and 100 hours in Cessna 206 model aircraft. Ability to successfully complete annual recurrent training with a school approved by the AHTD insured carrier consisting of ground and flight school for Beech King Air 200 model aircraft. Ability to pilot Cessna 206 aircraft in acquisition of aerial photography for use in photogrammetric mapping. Thorough knowledge of all pertinent local, state, and federal flying regulations. Proposer must provide the number of pilots available that meet these requirements.
- 3.3 **Accounting and Flight Summaries:** The proposer shall prepare and deliver to AHTD, on a monthly basis, an accounting statement covering all flight activity for the Aircraft during the preceding month. The statement shall be due on the same day each month.
- 3.4 **Use of Aircraft for Aircrew Certification:** The Aircraft shall be used at such times as shall be necessary to obtain and maintain certification of the Aircrew.
- 3.5 **Miscellaneous:** Proposer shall be responsible for any other duties associated with the operation and management of the aircraft required by FAR 91 operations, and AHTD hereby specifically authorizes proposer to provide such services, to contract for such services as necessary to effectuate the intent of this contract and to make charges and otherwise incur obligations on behalf of AHTD.
- 3.6 **Indirect Liability:** Notwithstanding any other provisions in this proposal, it is expressly agreed and understood that under no circumstances shall either party be liable to the other for indirect, incidental, consequential, special or exemplary damages, whether in contract or tort (including strict liability and negligence), such as but not limited to: loss of revenue, loss of use or anticipated profits, diminution or loss of value, or costs associated with substitution or replacement aircraft.
- 3.7 **Expenses:** AHTD shall be responsible for costs and expenses incurred to perform the above services and to keep the aircraft operational, including without limitation, fuel, aircraft maintenance and cleaning, aircraft stock, insurance, navigation charts, catering, international fees, handling fees or landing fees and miscellaneous expenses incurred on the road. AHTD reserves the right to approve any expenditure exceeding \$5,000.00 that would be incurred as a result of service letters and service instructions. Aircrew expenses including travel expenses, meals and lodging shall be paid directly by the AHTD. AHTD shall pay all costs and expenses evidenced by invoice within thirty (30) days after the invoice is delivered.
- 3.8 **Flight Schedule:** To assist in obtaining optimum cost savings for AHTD in terms of crew scheduling, fuel purchases, maintenance scheduling, and similar matters, AHTD agrees to provide proposer with a schedule of the proposed use of the Aircraft. This schedule is subject to change on a periodic basis and those circumstances often require unscheduled or unanticipated flights. The Cessna Pilot availability is needed weekdays and weekends during primary aerial photography acquisition season (typically October through March). A notice will be provided 24 hours prior to the scheduled flight. If, prior to the flight, weather conditions are found to be unfavorable for aerial photography, the flight may be cancelled by AHTD with a notice provided by 9:30 am the day of the scheduled flight.
- 3.9 **Management Fee:** As compensation for services, AHTD shall pay proposer a monthly management fee. Such fee shall be due and payable on the first day of the month in advance of the month in which the fee accrues and shall be prorated for any partial month occurring at the commencement or termination of this Contract.
- 3.10 **Taxes:** AHTD shall pay all taxes, assessments and charges imposed by any national, state, county, municipal or similar taxing authority on the Aircraft or upon its use during the term of this Contract.
- 3.11 **Base of Operation:** The Aircraft's base of operation is currently located at Adams Field, Little Rock, Arkansas.

- 3.12 **Independent Contractors:** It is understood that all of the parties to this Proposal are independent contractors and engage in the operation of their own respective businesses. Nothing in this Proposal shall be construed to establish a relationship of co-partners or joint ventures between the parties. It is further understood that the selected Proposer shall be solely responsible for any act or omission of its agents, employees or subcontractors arising out of or occurring during the performance or non-performance of its duties under the contract.

#### **Section 4.0 PRICING**

- 4.1 **Pricing:** Proposers must submit detailed explanation of services to be provided including monthly management fee and daily rate for pilot and co-pilot services, for both the King Air and Cessna aircraft. The contract may be renewed yearly up to a total of 7 years including original contract period.

#### **Section 5.0 EVALUATION AND AWARD**

- 5.1 **Evaluation:** Proposals will be evaluated on the extent of services offered, ability to provide those services, references, experience and pricing.
- 5.2 **Award:** Any award will be made based upon the evaluation of all proposals received in response to this solicitation and the determination of the proposal or proposals considered to be the most advantageous to the State. The Department reserves the right to accept or reject in whole or in part any and all proposals submitted, to waive any minor technicalities when it is in the best interest of the State, and to negotiate the terms of the contract, including the award amount, with the selected Proposer(s).

Arkansas State Highway and Transportation Department  
Request for Proposals Number 16-002P  
Proposal  
For  
Aircraft Management Services

**\*\*\*\*\*This Page MUST be completed, properly signed, and returned for proposal to be considered.  
\*\*\*\*\***

**Section 5.0 OFFER AND ACCEPTANCE**

**5.1 Offer:**

I, the undersigned, affirm that this proposal is made on behalf of the below-named individual/company, for whom I have legal authority to commit to the terms and conditions set forth in the RFP and this response, to which I/we agree to be bound if this proposal is found acceptable by the Department; and that this proposal is made without any collusion or coercion on the part of any person, firm, corporation or other entity.

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

Representative: \_\_\_\_\_ City: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Federal Tax ID or Social Security No.: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
**(Must be legible, original, no photocopies, and in ink)**

**5.2 Acceptance: (FOR AHTD USE ONLY)**

Accepted: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_