

Request for Proposal for



Helicopter Lease Program

RFP No: 201411

Date Due: January 31, 2014 @ 3:00 p.m. CST

TEXAS STATE TECHNICAL COLLEGE WACO

REQUEST FOR PROPOSAL (RFP)

HELICOPTER LEASE PROGRAM

**REQ. NO. 201411 for Helicopter Lease Program for TSTC Waco
OPENING DATE: January 31, 2014 @ 3:00 p.m. CST**

ALL ITEMS STATED IN THIS RFP APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF THE RFP. ANY EXCEPTIONS THERETO MUST BE IN WRITING.

IF YOUR FIRM INTENDS TO SUBMIT A BID FOR THIS RFP, PLEASE COMPLETE THE INFORMATION BELOW AND FAX THIS SHEET TO 254-867-3792 AS SOON AS POSSIBLE.

The Payee ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. Enter this number in the spaces provided below. If this number is not known:

1. Enter your Federal Employer's Identification Number,
2. Sole owner should also enter Social Security Number.

Proposer Name: _____

Payee ID Number: _____

Company Name: _____

Address: _____

City-State-Zip: _____

Phone Number: _____

Signature: _____

Please Return your sealed RFP package to –

MAIL PROPOSALS TO:

**TEXAS STATE TECHNICAL COLLEGE
ATTN: Melissa Warren, CTP
PROCUREMENT SERVICES
RFP No: 201411
3801 Campus Drive
Waco, TX 76705**

HAND DELIVER PROPOSALS TO:

**TEXAS STATE TECHNICAL COLLEGE
ATTN: Melissa Warren, CTP
PROCUREMENT SERVICES
RFP No: 201411
103 10th St. (on campus address only)
Waco, TX 76705**

General Information

Texas State Technical College (TSTC) was established in 1965 as the James Connally Technical Institute (JCTI) of Texas A & M University to meet the state's evolving workforce needs. This college was located in Central Texas at the former James Connally Air Force Base in Waco. At the time, Governor John Connally predicted that it would be "the most sophisticated technical-vocational institute in the country."

In 1967, JCTI expanded to include a South Texas campus in Harlingen. In 1969, the colleges separated from Texas A & M University and became an independent state system, with the name Texas State Technical Institute (TSTI) and its own Board of Regents. Additional campuses were created in 1970 in Amarillo in the Panhandle of Texas and in Sweetwater in West Texas. As the demand for quality technical education continued to grow, extension centers were established in McAllen (1983), Abilene (1985), Breckenridge (1989), Brownwood (1991), and Marshall (1991). In 1991, TSTI was renamed Texas State Technical College (TSTC). In 1999, the extension center in Marshall became an independent college of the system.

Today, the Texas State Technical College System includes four colleges: TSTC Harlingen, TSTC Marshall, TSTC Waco, and TSTC West Texas, which has campuses in Abilene, Breckenridge, Brownwood, and Sweetwater. More than 15,000 students attend TSTC in credit programs alone.

TSTC is the only state-supported technical college system in Texas. With a statewide role and mission, TSTC is efficiently and effectively helping Texas meet the high-tech challenges of today's global economy, in partnership with business and industry, government agencies, and other educational institutions. TSTC has high graduation rates, exceptional postgraduate success rates, and an outstanding record in graduating individuals from diverse cultural and socioeconomic backgrounds.

Among TSTC's strengths are its emphasis on "learning by thinking and doing" and its strong relationships with business, and industry, state-of-the-art laboratories, residential campuses, and student-centered philosophy.

Purpose of Solicitation

Texas State Technical College Waco, (hereinafter "TSTC") is soliciting proposals from qualified firms to provide a comprehensive Helicopter Lease Program for TSTC students. Proposal Bid finalists will be expected to meet the requirements specified in this Request for Proposal (hereinafter referred to as "RFP") document.

Successful Proposers will be required to conform to all federal and state regulations including, but not limited to Texas, as they apply to the services provided.

Scope of Work

1. Lessor shall provide (2) R-22 helicopter (or equivalent) for primary flight training and (1) R-44 (or equivalent) helicopter for advanced/instrument flight training to TSTC students enrolled in TSTC's helicopter flight training program. Helicopters will operate under TSTC's Part 141 certificate.
2. Helicopters will be leased at a "dry rate." Fuel, insurance, maintenance and TBO items/rates will be counted as operating costs and covered separately from the dry-lease rate.
3. Lessor shall prove an ability to provide a back-up helicopter, within 24 hours, in case of short or long term maintenance issues.
4. Lessor shall provide leased helicopters painted in TSTC school colors.
5. Lessor shall provide maintenance support and cleaning services, with costs enumerated and covered in a separate operating cost budget.
6. If able (not required) lessor shall provide Instructor Pilots (IPs) to be employed by TSTC as adjuncts while teaching rotary-wing flight training and ground courses. Ground course instructors/adjuncts candidates shall possess a CFII Rotary-Wing rating and a Bachelor's of Science Degree from an accredited university. Candidates will apply for adjunct hire according to standard TSTC hiring practices and are not guaranteed hire.
7. During the contract term (2-year contract), lessor shall make available for student training the following types of helicopters, not to exceed annual payments of \$125,000 per year (State of Texas leasing restrictions.)
 - Robinson R22 (or equivalent)
 - Robinson R44 (or equivalent)
8. Lessor shall ensure that all aircraft, devices and equipment utilized in the lease program are maintained in good and safe working order which meet or exceed FAA safety standards.

Abbreviated TSTC's Responsibilities

1. TSTC shall hire qualified mechanics, flight instructors and Chief Pilot to monitor, maintain and train in, leased aircraft.
2. TSTC shall pay the lessor in accordance with agreed upon terms.
3. All other mutual responsibilities and agreements will be addressed and covered in contractual agreements to be determined by both TSTC and the selected lessor.

Requirements for Proposals

Proposals shall be prepared simply and economically, providing a description of the proposer's capabilities to satisfy the requirements of the solicitation. Emphasis should be on completeness and clarity of content.

Each proposal shall be labeled in such a manner that each and every page will be identifiable as to the proposer's name.

Proposals shall include the following information:

1. Transmittal letter

The transmittal letter shall be submitted on letterhead and signed by an individual authorized to legally bind the proposer. It shall include:

- 1.1** a statement acknowledging any addenda issued for this RFP. Addenda are posted on the *Electronic State Business Daily* website (<https://portal.cpa.state.tx.us/>) by TSTC;
- 1.2** a statement accepting financial responsibility for any expenses incurred in the preparation of the proposal, including travel expenses for oral presentations (if required), and candidate interviews; and,
- 1.3** a statement regarding any deviations from, or exceptions to, this RFP, and justification for the deviation or exception to the RFP. A response that takes exception to any mandatory item in this RFP may be rejected and may not be considered for award.

2. Firm ownership and organization.

State the firm name. Give the firm's principal address and the satellite office(s) from which services under this contract will be conducted. Provide the names of contact persons principally responsible for this account, their phone numbers and office addresses. Provide the number of years the firm has been in business, and the number of years the firm has been in business at its principal address. Identify parent company if you are a subsidiary.

3. Litigation

- 3.1** Is your firm a party, in any capacity, to any current, actual or pending litigation? If yes, provide the details of the litigation and explain in detail.
- 3.2** Within the last six years, has your firm, any predecessor of your firm, or any member of your firm been the subject of any stop order, consent decree, censure, reprimand, or any other disciplinary action? If yes, explain in detail.

4. Helicopter Leasing Program

Describe and provide details of your firm's experience and expertise in initiating a helicopter leasing program similar to request being proposed by TSTC Waco as described, demonstrating your firm's ability to successfully provide the services proposed. Include the depth of experience, noting length of time in years and number of clients. Describe your firm's recommendations to make this program a success.

5. Rates, Charges, Equipment, Services and All Other Elements of Cost

Provide your firm's lease schedule and description of items that are to be included for all proposed services. See Exhibit B, Cost Breakdown of Services

6. References

Respondents must provide three (3) references for which similar services are currently being performed or have been performed. References must include the name of the company/entity, length of service, contact person, and present address and phone number. References may be checked by TSTC prior to recommendation for award. (See Exhibit A, References)

7. Execution of Offer

Please review and sign the Execution of Offer beginning on the next page and submit this document along with your proposal.

EXECUTION OF OFFER

RFP NO.: 201411 HELICOPTER LEASE PROGRAM FOR TSTC WACO

THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED AND RETURNED WITH PROPOSER'S PROPOSAL. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE PROPOSER'S PROPOSAL WILL RESULT IN THE REJECTION OF THE PROPOSAL.

By signature hereon, Proposer represents and warrants that:

1. Proposer acknowledges and agrees that (1) this RFP is a solicitation for proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Proposer in response to this RFP will not create a contract between College and Proposer; (3) College has made no representation or warranty, written or oral, that one or more contracts with College will be awarded under this RFP; and Proposer shall bear, as its sole risk and responsibility, any cost which arises from Proposer's preparation of a response to this RFP;
2. Proposer is a reputable company that is lawfully and regularly engaged in providing the services described in the Agreement;
3. Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform the services it offers in its proposal;
4. Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances;
5. Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Agreement under which Proposer will be required to operate;
6. If selected by College, Proposer will not delegate any of its duties or responsibilities under this RFP or the Agreement to any subcontractor, except as expressly provided in the Agreement;
7. If selected by College, Proposer will maintain all appropriate liability and other insurance coverage as required by the Agreement during the term thereof;
8. All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Proposer acknowledges that College will rely on such statements, information and representations in selecting the Contractor. If selected by College, Proposer will notify the College immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information;

9. Proposer shall defend, indemnify, and hold harmless Texas State Technical College, the State of Texas, and all of their regents, officers, agents and employees, from and against all claims, actions, suits, demands, costs (including, but not limited to reasonable attorneys' fees), damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of any contract or agreement resulting from this RFP;
10. Any payments due to Proposer under any contract or agreement resulting from this RFP will be applied to any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas;
11. By signature hereon, Proposer offers and agrees to furnish the products and services more particularly described in its proposal to College and comply with all terms, conditions, requirements and specifications set forth in this RFP;
12. By signature hereon, Proposer affirms that it has not given or offered to give, nor does Proposer intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its submitted proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting contracts, and the Proposer may be removed from all proposal lists at the College;
13. By signature hereon, a corporate Proposer certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporate Proposer is exempt from the payment of such taxes, or that the corporate Proposer is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable. A false certification shall be deemed a material breach of contract and, at College's option, may result in termination of any resulting contract;
14. By signature hereon, the Proposer hereby certifies that neither the Proposer nor any firm, corporation, partnership or institution represented by the Proposer, or anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business;
15. By signature hereon, Proposer certifies that the individual signing this document and the documents made a part of this RFP, is authorized to sign such documents on behalf of Proposer and to bind Proposer under any agreements and other contractual arrangements that may result from the submission of Proposer's proposal;10

16. By signature hereon, Proposer certifies as follows:
"Under Section 231.006, Texas Family Code, relating to child support, Proposer certifies that the individual or business entity named in the Proposer's proposal is not ineligible to receive the specified contract award and acknowledges that any agreements or other contractual arrangements resulting from this RFP may be terminated if this certification is inaccurate;"
17. By signature hereon, Proposer certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint ventures of any Proposer that is a joint venture or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any College component, on the other hand, other than the relationships which have been previously disclosed to College in writing and (ii) Proposer has not been an employee of any College component within the immediate twelve (12) months prior to the Submittal Deadline. All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before College enters into a contract with Proposer;
18. By signature hereon, Proposer affirms that no compensation has been received for its participation in the preparation of the requirements or specifications for this RFP, in accordance with Section 2155.004, Texas Government Code;
19. By signature hereon, Proposer certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action;
20. By signature hereon, Proposer represents and warrants that all products and services offered to College in response to this RFP meet or exceed all applicable safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this RFP;
21. Proposer shall and has disclosed, as part of its proposal, any exceptions to the certifications stated in the Execution of Offer. All such disclosures will be subject to administrative review and approval prior to the time College makes an award or enters into any contract or agreement with Proposer;
22. By signature hereon, Proposer acknowledges that the College makes no representations of any kind that an award will be made as a result of this RFP. The Owner reserves the right to accept or reject any or all Responses, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP when deemed to be in the College's best interest;11

23. Lessors may withdraw their proposals at any time prior to the deadline for receipt of proposals. To withdraw, Vendor must submit a written withdrawal request signed by its authorized representative(s) addressed to the Texas State Technical College System Procurement Officer named in this RFP;
24. The College may, in its sole discretion, respond in writing to written inquiries concerning this RFP and transmit its response as an Addendum to all parties recorded by the College as having received a copy of this RFP. **College will consider written questions until January 27, 2014 @ 5:00 p.m. for the RFP from potential Proposers.** Only the College's responses that are made by formal written Addenda shall be binding on **College**. Verbal and other written interpretations or clarifications shall be without legal effect. All Addenda issued by the College prior to the Submittal Deadline are incorporated as part of this RFP for all purposes.

Proposer must acknowledge all Addenda by completing, signing and returning the Addenda if issued. The Addenda(s) must be received prior to the Submittal Deadline or accompany the Proposer's proposal;
25. Any interested party that receives this RFP by means other than directly from the College is responsible for notifying the College that it has an RFP package, and shall provide to the College such party's name, address, telephone number, e-mail address, and FAX number, in the event that College issues Addenda to this RFP;
26. Lessor shall submit an itemized invoice showing TSTC's purchase order number. TSTC will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice.
27. The vendor agrees to protect TSTC from claims involving infringement of patents or copyrights as related to the proposed contract.
28. Lessor hereby assigns to ordering agency any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967).
29. Any terms and conditions attached to a bid will not be considered unless specifically referred to on this bid form and may result in disqualification of the bid. The dispute resolution process provided for in chapter 2260 of the Texas Government Code must be used by the ordering agency and the contractor to attempt to resolve all disputes arising under this contract.
30. Changes in the law that may be enacted by the State or Federal Legislature, in session, could alter the scope of requirements as stated in this document. Proposals should conform to all statutes in effect at the time of proposal opening.12

31. Proposer shall complete the following information:

Proposer's FEI Number: _____

If Proposer is a Sole Proprietorship, then SS Number: _____

If Proposer is a Corporation, then the State of Incorporation: _____

If Proposer is a Corporation, then Proposer's Corporate Charter Number: _____

NOTICE: WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER SECTIONS 552.021 AND 552.023, TEXAS GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 559.004, TEXAS GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Execution of Offer Signature Page

Submitted and Certified By:

(Proposer's Entity Name)

(Signature of Duly Authorized Representative)

(Printed Name and Title of Representative)

Date

(Street Address)

(City, State, Zip Code)

(Telephone Number)

(FAX Number)

Format for Response

General Instructions

1. Response shall be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to meet the requirements of this RFP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs.
2. Response shall be as concise as possible while maintaining completeness.
3. Respondents shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions as directed. Incomplete responses will be considered non-responsive and subject to rejection.
4. Responses shall consist of answers to questions in the RFP under "Requirements for Proposals" plus other required documents. It is not necessary to repeat the question. However, it is essential to reference the question number with the corresponding answer.
- 5. Immediately below the return address on your SEALED BID ENVELOPE, annotate the bid opening date and requisition number for identification purposes.**
6. Failure to comply with all requirements contained in this Request for Proposal may result in rejection.

Page Size and Binding

1. Qualifications shall be printed on letter-size (8-1/2" x 11") paper.
2. Additional attachments shall NOT be included. Only the responses provided by the respondent to the questions identified of this RFP will be used by the Owner for evaluation.

Evaluation of Proposals

An evaluation team made up of individuals from TSTC Waco will evaluate the proposals and submit a recommendation for final approval.

Any response that takes exception to any mandatory item(s) in this Proposal process may be rejected and not considered. Any response to the RFP that does not include a response to all the required information may be rejected and not considered. A notation of "Not applicable" as appropriate will be considered a valid response.15

Proposals will be evaluated using the criteria listed below:

1. No accident history on leased aircraft. Quality Equipment. **(Weight: 30%)**
2. Demonstrated experience with leasing helicopters to collegiate education and flight training programs **(Weight: 30%)**
3. Ability to provide TSTC the needed quality equipment, separate maintenance support and AOG support, as stipulated in the RFP. **(40%)**

The TSTC Purchasing Department reserves the right to contact any proposer, at any time, to clarify, verify or request information with regard to any proposal.

Term of Service and Option to Renew

The initial negotiated term of the contract will be three (2) years.

The COLLEGE reserves the right to reject any and all proposals and to accept the proposal the College considers most advantageous. Acceptance of a proposal will be based on the total package of services offered by the proposer.

The contract is subject to cancellation, without penalty, either in whole or in part, if funds are not available during the term of the contract. TSTC reserves the right to cancel contract during the year (at any time) if proposer is not in compliance with the terms of the contract. The contract may be canceled by either party with a 30 day written notice.

Schedule of Events

Texas State Technical College reserves the right to change the dates shown below upon written notification.

<u>EVENT</u>	<u>DATE/TIME</u>
Issue of Bid	January 17, 2014
Deadline for Questions	January 27, 2014, 5:00PM
Submission of RFP	January 31, 2014, 3:00PM
Estimated Date of Award	February 28, 2014
Estimated Date Service Will Begin	August 1, 2014

College Contacts

Any questions or concerns regarding this Request for Proposal shall be directed in writing, preferably via e-mail. College specifically requests that Proposers restrict all contact and questions regarding this RFP to the named individual.

Melissa Warren, CTP

Director of Procurement Services
Texas State Technical College Waco
Procurement Services
3801 Campus Drive
Waco, TX 76705

RFP DEADLINE AND LOCATION

Proposers will submit two (2) bound copies of the proposal, with one (1) clearly marked "Original." The proposals must be received no later than Friday, January 31, 2014, at 3:00 p.m. CST, at the TSTC Waco Procurement Services Department. Proposals received after the deadline will not be considered.

Please Return your SEALED RFP package to –

MAIL PROPOSALS TO:

TEXAS STATE TECHNICAL COLLEGE
ATTN: Melissa Warren, CTP
PROCUREMENT SERVICES
RFP No: 201411
3801 Campus Drive
Waco, TX 76705

HAND DELIVER PROPOSALS TO:

TEXAS STATE TECHNICAL COLLEGE
ATTN: Melissa Warren, CTP
PROCUREMENT SERVICES
RFP No: 201411
103 10th St. (on campus address only)
Waco, TX 76705

**Exhibit A
References**

This Exhibit A must be completed and submitted with the proposal. Indicate three (3) references in accordance with RFP.

- 1. Company Name: _____
Contact Person: _____
Title: _____
Email Address: _____
Phone/Fax Number: _____
Address: _____

- 2. Company Name: _____
Contact Person: _____
Title: _____
Email Address: _____
Phone/Fax Number: _____
Address: _____

- 3. Company Name: _____
Contact Person: _____
Title: _____
Email Address: _____
Phone/Fax Number: _____
Address: _____

Exhibit B
Cost Breakdown of Services

1. R-22 and R-44 (or equivalent) Dry Rate Lease Fees, plus any one-time fees (if any)
\$ _____

2. Maintenance Support and TBO item Service Fees
\$ _____
(EXPLAIN HOW CALCULATED)

3. Any Other Fees the lessor deems necessary to meet the contract (Specify type and how calculated)
\$ _____