

THE STATE OF NEW HAMPSHIRE

**Department of Safety
Division of State Police**

2016 – 2017 Bell 407 Helicopter Maintenance

Request for Proposals

	Event	Day	Date	Time
1.	Release RFP	Friday	February 17, 2015	1:00 p.m.
2.	<i>Proposal Due Date</i>	<i>Thursday</i>	<i>March 5, 2015</i>	<i>2:00 p.m.</i>
3.	Completion of Evaluation (Estimated)	Monday	March 9, 2015	2:00 p.m.
4.	Notification of Award	Monday	March 9, 2015	(by) 4:00 p.m.

1 General Information

The State of New Hampshire, Department of Safety, Division of State Police is soliciting proposals to perform scheduled maintenance on the State Police Bell 407 Helicopter for a two year period beginning July 1st, 2015 through and including June 30th, 2017. Proposals must be received in writing in accordance with all the requirements of this RFP no later than **2:00 p.m., Thursday, March 5, 2015.**

1.1 Statement of Purpose and Authority

The State of New Hampshire (State), through the Department of Safety, Division of State Police has developed this Request for Proposals (RFP) to invite the submission of proposals by qualified persons and companies (vendors) to provide maintenance needs. The purpose of this Request for Proposal is to establish a contract for maintenance required by the State Police Bell 407 helicopter as needed, during the term of the contract, in accordance with the requirements of this RFP and any resulting contract. The State Police have determined that it would not be in the best interest of the State to award the contract solely on the basis of the lowest cost proposal submitted by qualified vendors. The proposals will be reviewed and ranked. The State Police will recommend to the Governor and Executive Council that a contract is awarded to a Vendor.

1.2 Definition of Terms

The Division of State Police has endeavored to use industry-standard terminology throughout this RFP. The terms “State” and “Division of State Police” and “Vendor”, and “Contractor”, are used interchangeably throughout the RFP and are intended to be synonymous.

1.3 General Description

This RFP seeks detailed responses describing each Vendor’s capacity and commitment to meet the Division of State Police needs for prompt and quality maintenance. The RFP requires statements of qualifications, technical expertise and pricing submittals.

2 General Instructions for Submitting Proposals

2.1 RFP Schedule

	Event	Day	Date	Time
1.	Release RFP	Friday	February 17, 2015	1:00 p.m.
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3.	Completion of Evaluation (Estimated)	Monday	March 9, 2015	2:00 p.m.
4.	Notification of Award	Monday	March 9, 2015	(by) 4:00 p.m.

2.2 RFP Inquires.

Inquires about this RFP must be submitted in writing to:

Jeanette Patten
Department of Safety
Division of State Police
33 Hazen Drive
Concord, NH 03305
Phone: (603) 223-8437
E-mail: Jeanette.patten@dos.nh.gov

2.3 View of Aircraft

The aircraft and logs may be examined by scheduling an appointment with Sergeant Mark Hall of the Aviation Unit, 223-8591. All parties interested in submitting a maintenance proposal are urged to examine the aircraft and logs but it is not mandatory. Any examination will be held at:

State Police Aviation Unit
91 Airport Road
Concord, NH 03301
(603) 223-8591

2.4 RFP Clarifications

Oral statements, representations, clarifications, or modifications concerning this RFP are not binding upon the State. Vendors may direct inquire to the Division of State Police in accordance with paragraph 2.2.

2.5 Proposal Submission

Proposals must be received no later than **2:00 p.m., Thursday, March 5, 2015**. Proposals submitted after this deadline or incomplete will be rejected as untimely. Proposals must be delivered to:

State of New Hampshire
Division of State Police
Support Services Bureau
Attn: Jeanette Patten
33 Hazen Drive
Concord, NH 03305

2.6 RFP Revisions

In the event it becomes necessary to revise any part of the RFP prior to the proposal submittal date, an addendum will be posted on the State Web Site.

www.NH.GOV; click on Business, then Doing Business, then Doing Business with New Hampshire-Vendor resources, then Current Bidding Opportunities-Goods and Services.

2.7 Proposal Format

Proposals must be submitted in the format required by this RFP.

2.8 Proposal Quantities and Labeling

Each proposal package containing one (1) original with original signatures and four (4) copies shall be delivered in sealed packages. The original copy shall be clearly marked as such. The entire package, containing all required response forms and other required information shall be submitted together. Return information must be filled in completely. Package envelopes must be clearly labeled as follows:

BELL 407 AIRCRAFT MAINTENANCE PROPOSAL
DIVISION OF STATE POLICE
SUPPORT SERVICES BUREAU
ATTN: JEANETTE PATTEN
33 HAZEN DRIVE
CONCORD, NH 03305

SUBMITTED BY: {VENDOR NAME}
DATE: {DATE OF SUBMISSION}

2.9 Proposal Disposition

All proposals become the property of the State and may not be returned to the Vendor.

2.10 Proposal Guarantee

By submitting a proposal, each Vendor pledges to enter into a contract with the State on the terms stated in the RFP. The initial contract period shall begin July 1, 2015, upon notification of Governor & Council approval, and shall extend through June 30th, 2017. The contract terms may be extended for one additional two-year term upon the recommendation to and approval of the Governor and Council, not to extend beyond June 30, 2019.

The State of New Hampshire shall have the right to terminate the contract at any time by giving the successful bidder a thirty- (30) day written notice.

2.11 Proposal Disclosure

RSA 21-I: 13-a, II (1988) provides, in part, that no information shall be made available to the public concerning invitations or proposals for the public bids from the time the proposal is made public until a contract is actually awarded in order to protect the integrity of the public bidding process. Accordingly, the Division of State Police has determined that information contained in proposals submitted in response to this or any subsequent RFP issued by the Division of State Police for aircraft maintenance services shall not be released to the public or to the other persons specified in RSA 21-I:13-a, II, until the Division of State Police submits a resolution to the Governor and Council to approve a contract. At that time, all proposals will be disclosed to the public to the extent required by the statutes governing access to the public records and meetings (the "Right-to-Know" law), RSA Ch. 91-A.

2.12 Proposal Disclosure Exemption

If a Vendor wishes to submit information it believes falls within an exemption from the disclosure requirements of the Right-to-Know Law, RSA Ch.91-A, the Vendor must clearly mark each page of its proposal containing such information. A designation by the Vendor of information it believes exempt from disclosure under RSA 91-A does not have the effect of making such information exempt. The Division of State Police will determine the information that it believes is properly exempted from disclosure, to the extent reasonable within the time periods established by RSA 91-A: 4 (1990).

2.13 RFP Preparation Costs

No payments shall be made by the Division of State Police or its representatives to cover costs incurred by any Vendor in the preparation of or the submission of responses to the RFP or any other associated costs.

2.14 Right to Accept or Reject Proposals

The Division of State Police reserves the right to accept or reject any part of any proposal, and to accept or reject any or all proposals.

2.15 Right to Waive Minor Deficiencies

The Division of State Police reserves the right to waive minor deficiencies and informalities in the proposals, if, in its sole judgment, the best interests of the State will be served.

2.16 Additional Information

All proposals received by the Division of State Police in response to this RFP will be subject to the evaluation process described in section 4. The Division of State Police reserves the right to make written requests for additional information from the vendors to assist in understanding or clarifying any proposals.

2.17 RFP Appeal Process

Any Vendor who disagrees with a decision arising out of the evaluation of the proposals submitted in response to this RFP may appeal by commencing an adjudicative proceeding under the provisions of the Administrative Procedure Act, RSA 541-A: 31-41. An appeal must be filed with the Division of State Police within 10 days of the decision.

2.18 Governor and Council Approval

2.19 Standard Terms and Conditions

The States standard form of service contract, a P-37, is attached. By submitting a proposal, each Vendor agrees to enter into a contract obligating it to the general terms and conditions in the P-37 Agreement.

2.20 Bid Prices.

The Division of State Police shall pay the Contractor for the specified products and services at the rates stated in the contract. The prices bid by the successful bidder shall remain firm for the entire term of the contract and any extension thereof and shall include delivery and all other charges. Bidders must offer a Discount off Manufacturers List Price Schedules. The DISCOUNTS bid by the successful bidder shall remain firm for the entire term of the contract and any extension thereof and shall include delivery and all other charges. **PRICE INCREASES ARE ACCEPTABLE AS THE MANUFACTURERS LIST PRICE SCHEDULES CHANGE, BUT THE DISCOUNTS WILL REMAIN FIRM.** If, before the contract is accepted by the Division of State Police, the contractor's prevailing rates for similar customers in the same geographic area are reduced such that the reduced prices are lower than the contract prices, then the prevailing rates will replace the contract prices and, from that point forward, will become the new contract prices.

2.21 Contractor Responsibilities.

The successful bidder must be capable of providing the Division of State Police with the entire maintenance requirements without any delay or substitution.

2.21.1 The contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment, machinery, storage of same, and transportation necessary for the proper execution and completion of this contract, whether temporary or permanent and whether or not incorporated or to be incorporated in the equipment.

2.21.2 Should the contractor either fail to include in the contract price, or deliver to the Division of State Police requested service in the response to the RFP, the contractor shall be required to install same at the Contractor's expense.

2.21.3 The Contractor is responsible for insuring that any and all equipment installed pursuant to the proposal is compatible for the Division of State Police's intended use with any existing equipment that will be retained and used in conjunction with the equipment installed pursuant to the proposal.

2.22 Progress Payments

The Division of State Police will make payment to the Contractor each calendar month on the basis of the Vendor's approved invoice for goods and services delivered and accepted by the State Police during the preceding month, (Net 30). Partial payment may be authorized under certain conditions.

2.23 Anti-Trust Assignment

The Contractor agrees that it will assign all causes of action that it may acquire under the antitrust laws of the State of New Hampshire and the United States as a result of conspiracies, combinations or contracts in restraint of trade which affect the price of goods or services obtained by the State under this contract.

2.23 Contract Certifications

Before a contract is presented to the Governor and Executive Council for approval, the Contractor must provide the following:

- a) Certificate of corporate or other organizational authority, demonstrating that the officer signing the contract has been duly authorized to do so;
- b) Certificate of Good Standing from the New Hampshire Secretary of State;
- c) A certificate of insurance demonstrating that the contractor has the insurance required by the contract.
- d) Proof of Workers' Compensation

Any proposed contract recommended by the Division of State Police shall not be final or binding upon the State unless and until it is approved by the Governor and Council pursuant to RSA 4:15.

3 Required Contract Terms

3.1 Standard Terms and Conditions

The States standard form of service contract, a P-37, is attached. By submitting a proposal, each Vendor agrees to enter into a contract obligating it to the general terms and conditions in the P-37 Agreement.

3.2 Bid Prices.

The Division of State Police shall pay the Contractor for the specified products and services at the rates stated in the contract. The prices bid by the successful bidder shall remain firm for the entire term of the contract and any extension thereof and shall include delivery and all other charges. Bidders must offer a Discount off Manufacturers List Price Schedules. The DISCOUNTS bid by the successful bidder shall remain firm for the entire term of the contract and any extension thereof and shall include delivery and all other charges. **PRICE INCREASES ARE ACCEPTABLE AS THE MANUFACTURERS LIST PRICE SCHEDULES CHANGE, BUT THE DISCOUNTS WILL REMAIN FIRM.** If, before the contract is accepted by the Division of State Police, the contractor's prevailing rates for similar customers in the same geographic area are reduced such that the reduced prices are lower than the contract prices, then the prevailing rates will replace the contract prices and, from that point forward, will become the new contract prices.

3.3 Contractor Responsibilities.

The successful bidder must be capable of providing the Division of State Police with the entire maintenance requirements without any delay or substitution.

3.3.1 The contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment, machinery, storage of same, and transportation necessary for the proper execution and completion of this contract, whether temporary or permanent and whether or not incorporated or to be incorporated in the equipment.

3.3.2 Should the contractor either fail to include in the contract price, or deliver to the Division of State Police requested service in the response to the RFP, the contractor shall be required to install same at the Contractor's expense.

3.3.3 The Contractor is responsible for insuring that any and all equipment installed pursuant to the proposal is compatible, for the Division of State Police's intended use, with any existing equipment that will be retained and used in conjunction with the equipment installed pursuant to the proposal.

3.4 Progress Payments

The Division of State Police will make payment to the Contractor each calendar month on the basis of the Vendor's approved invoice for goods and services delivered and accepted by the State Police during the preceding month. (Net 30) Partial payment may be authorized under certain conditions.

3.5 Anti-Trust Assignment

The Contractor agrees that it will assign all causes of action that it may acquire under the antitrust laws of the State of New Hampshire and the United States as a result of conspiracies, combinations or contracts in restraint of trade which affect the price of goods or services obtained by the State under this contract.

3.6 Contract Certifications

Before a contract is presented to the Governor and Executive Council for approval, the Contractor must provide the following:

- e) Certificate of corporate or other organizational authority, demonstrating that the officer signing the contract has been duly authorized to do so;
- f) Certificate of Good Standing from the New Hampshire Secretary of State;
- g) A certificate of insurance demonstrating that the contractor has the insurance required by the contract.

4.0 Proposal Evaluation

4.1 Evaluation Team

The evaluation team for this RFP shall consist of three members of the Division of State Police Aviation Unit.

4.2 Evaluation Process

General: The State shall conduct a comprehensive, fair, and impartial evaluation and ranking of all proposals received in response to this RFP. All proposals shall be evaluated and ranked in order of relative merit. A combination of technical merit, Manufacturer Authorizations and lowest cost to the State to accomplish the maintenance will be used to determine the Division of State Police's contract award recommendation from the pool of responsive proposals from qualified vendors. All proposals will be graded and ranked by the evaluation team based on the following criteria:

<i>Proposal Presentation</i>	<i>10%</i>
<i>Accreditation</i>	<i>10%</i>
<i>Experience/References</i>	<i>10%</i>
<i>Incurred Costs</i>	<i>10%</i>
<i>Turnaround Time</i>	<i>20%</i>
<i>Location</i>	<i>20%</i>
<i>Pricing</i>	<i>20%</i>

5.0 Proposal Content

5.1 Introduction

Each proposal must respond to the requirements of the RFP by offering to provide the required aircraft maintenance services by providing detailed information about the Vendor's experience and capabilities.

5.2 Vendor Capabilities

Each Vendor must furnish evidence satisfactory to the Division of State Police that the Vendor has the necessary facilities, ability, experience and staff to perform the work as provided in this RFP.

5.3 All scheduled maintenance and repairs are to be completed at the Vendor's repair facility unless otherwise authorized.

5.4 Financial Standing

The contractor must be in good standing with the Office of the Secretary of State.

5.5 Human Resources

The vendor must have adequate full time personnel to perform the required maintenance and abilities/certifications/authorizations for each of the following areas:

Service Managers

Service Technicians

Level of ratings, (AP, IA)

Persons qualified to do leak check run-up following service

Vendor must warrant that it will be the prime contractor for the service requested through this RFP. Vendor further must warrant that no person or selling agency has been employed or retained to solicit and secure this contract upon and agreement of understanding for commission percentage, brokerage or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business.

5.5 Vendor Experience

The primary Vendor must provide proof of existence in the aircraft maintenance business marketplace for three or more years and at least three references.

The Vendor shall state whether any of the following have occurred:

During the last two (2) years, the Vendor or subcontractor has been assessed any penalties under any of its existing or past contracts with this state or any other state or federal government. If so, indicate the public jurisdiction, the reason for the penalty, and the penalty amount of each incident. Summary data is permitted when per incident data would result in a large volume of data. The per incident data must be available upon request of the State. The Division of State Police may make further inquiries of the Vendor, and, in the exercise of its sole discretion, determine whether the vendor's proposal should continue to be considered for contract award or disqualified from further consideration. A decision by the Division of State Police to continue to consider a proposal from one vendor despite the disclosure of adverse information shall not be grounds for an appeal by another vendor.

During the last (2) years, the Vendor or subcontractor, or a subsidiary or intermediary company, parent company or holding company was the subject of any order, judgment or decree of any federal or state authority barring, suspending or otherwise limiting the right of the Vendor to engage in any business, practice or activity or if trading in the stock of the Vendor's company, has ever been suspended. The Division of State Police may make further inquiries of the Vendor, and, in the exercise of its sole discretion determine whether the vendor's proposal should continue to be considered for contract award or disqualified from further consideration. A decision by the Division of State Police to continue to consider a proposal from one vendor despite the disclosure of adverse information shall not be grounds for an appeal by another vendor.

5.6 Cost Proposal

Each proposal must contain the Vendor's proposed cost of services using the Pricing Schedule.

5.8 Estimated Usage.

The services indicated are an estimate only for the Division of State Police's annual budgetary requirements based on a flight time of 150 hours per year. These quantities are indicated for informational purposes only and shall not be considered minimum or guaranteed quantities, nor shall they be considered maximum quantities.

Vendors are invited to submit pricing information about additional features, functions or services they offer as well as clarifications as to potential associated costs that can not be determined in advance.

EXHIBIT A
Bell 407 MAINTENANCE CONTRACT
July 1st, 2015 through June 30th, 2017

- 1. General:** The following provisions specify the services to be provided, methods and standards which shall be applied and the responsibilities of the contractor and the NH State Police in the operation of the agreement for the Bell 407 helicopter scheduled maintenance.

The vendor must be a certified Bell helicopter service facility.

- 2. Scope:** The contractor shall provide all scheduled maintenance, scheduled repair parts, lubricants, filters and oils for a **Bell 407** helicopter, serial # 53528 with a **Rolls Royce 250-C47B** engine, serial # CAE-847573 for a period of two years commencing July 1st, 2015 through June 30th, 2017. The contract may be extended for one two-year term under the same terms, conditions and pricing structure upon the mutual agreement between the successful bidder and the Division of State Police not to extend beyond June 30th, 2019. The maintenance projection will be for approximately 150 flight hours per year.

3. Services to be Rendered:

- a. Scheduled maintenance of the helicopter for the two-year period shall be in accordance with the applicable technical manuals and FAA requirements. All inspections will coincide with the manufacturer recommended inspection checklist and conform to the inspection criteria in FAR Part 43 and AC 43-13-3 Appendix D, where applicable.
- b. Maintenance will be scheduled as agreed upon between the State of New Hampshire and the contractor. The contractor will immediately notify the State of any unacceptable conditions or discrepancies determined by the inspections or during services. All persons employed by the contractor to perform maintenance or inspections must be qualified and competent to do so pursuant to federal, state or local law, rule or regulation. The mechanics must be certified and Bell Approved to perform maintenance on a Bell 407 helicopter.
- c. The helicopter will be flown to the contractor for service unless another or alternate location is mutually agreed upon between the State and the contractor.
- d. Any unscheduled maintenance determined to be necessary pursuant to an inspection or service will be reviewed immediately for corrective action. All unscheduled maintenance conditions will be assessed and contracted for independent of any agreement granted by this contract.
- e. Any scheduled maintenance or inspections that are required to be performed by an agency or person affiliated with the contractor, IE. Avionics inspections

are permissible; however, the terms of this bid are controlling unless the State and the contractor mutually agree to deviations.

- f. We have tried to project as close as possible our anticipated needs. If the bidder discovers an omission or oversight they should indicate such in their bid.

**Bell Helicopter Annual Re-Currency Pilot Training
Fiscal Years 2016-17**

- I. The selected vendor will also be contracted to provide ground and flight instructors for Bell Helicopter Procedures Training for two New Hampshire State Police pilots
- II. It is understood that the cost of the instructors is split equally between the number of pilots participating in the training. Bell does not provide an estimate of the cost of the share per pilot for this training as it is depended upon the **total** (including non-State Police personnel) number of pilots who actually attended the training. It is further agreed that the Division of State Police will provide a Bell 407 helicopter that is owned by the State of New Hampshire for the training and that the helicopter is used to perform governmental functions. **The training is normally scheduled in December to occur the following spring.**

**Projected Maintenance – Helicopter N366SP
FY's July 01, 2015 through June 30, 2017**

The following maintenance is projected for the two-year period beginning July 1st, 2015 through June 30th, 2017 for a Bell 407 helicopter, serial number 53528, with a Rolls Royce 250C47B-turbine engine, serial number CAE-847573. Scheduled maintenance shall be in accordance with all applicable technical manuals for a Bell 407-model helicopter and a Rolls Royce engine and all FAA requirements. The projection is based on 150 flight hours per year.

CURRENT TIMES (01/15/2015) HOBBS-1602.4; ENGINE CYCLES-1841; RINS- 3118

NOTE: * The “Total number of occurrences” is the number of each service we anticipate we will need within those fiscal years. The cost per service shall include all labor, seals, filters, fluids or lubricants necessary to perform one service and any follow-up re-torquing.

366SP	Service	Total number of occurrences	Prices per service
1	Bell 300 hr / 12 month airframe inspection per Bell Maintenance Manual Ch.5 - Due Annually or the accumulation of 300 hours since the last annual inspection or Bell 300 Hr/12 MO. AF Inspection	2	
2.	12 month/Annual inspection per FAR 91.409 (a)(1)	2	
3.	Rolls Royce 150 hour inspection	2	
4.	Rolls Royce 300 hour inspection	2	
5.	12 month mast inspection	2	
6.	Airframe fuel filter replacement	2	
7.	24 Month Transponder Inspection FAR 91.413	1 -Due March 2017	
8.	24 month inspection – Fuel system/flight controls	1 -Due April 2016	
9.	50 hr Thomas coupling inspection/adjustment	6	
10.	50 hr/3-month swashplate & pitchlink lubrication	6	
11.	300 hr/3-month tail rotor pitch mechanism lube	6	
12.	150 hr lubrication tail rotor driveshaft splines	2	
13.	100 hr Inspections Main Rotor Yoke Rappelling Fixtures & Hardware Snow Deflector & Hardware Quick Mounts- FLIR & Nightsun	2	
14.	100 hour/6-month Skid Tube inspection	2	
15.	300 Hr. Tailboom Assy inspection IAW ASB 407-08-84	2	
16.	Rotor brake disk and caliper replacement	1-Due at hobbs 1800	
17.	Rotor brake 600 hr. inspection TB 407-02-36	1-Due at hobbs 1800	
18	ELT Battery	1-Due Jan 2016	
19	Transmission, Freewheeling unit, Mast, Tail Rotor Gearbox 60 month inspections	1-Due April 2017	
20	Compressor Wash	4	
21	Landing Lamps	4	
22	Tail Position Lamps	2	
23	Right & Left Position Lamps	4	
24	Strobe anti-collision lights P/N A469B flashtube	2	
25	Hydraulic pump spline lube 300 hr	2	
26	Cargo hook 5 year OH	1	
27	Aircraft main battery	1	
28	Night vision goggle inspections	12	
29	Starter generator	1-Due at hobbs 1966.9	
30	Sky Trac monthly fees – Per month - \$45 per computer and \$15 per mobile device where info is tracked to. .06 cents per every 2 minutes to transmit data when turned on	24	
31	Flight Deck NVG inspection per REB Tech	2	
32	ASB 407-11-95 Part II 50 hr Longeron Inspection	6	

33	ASB 407-10-93 300 hr Tailboom attach bolt torque check	1- Due 1762.2	
34	TB 407-09-88 300 hr TR Pitch horn bolt torque check	1- Due 1762.2	
35	ASB 407-08-84 Part II 300 hr Tailboom inspection	1- Due 1762.2	
36	ASB 407-10-92 300 hr TR blade inspection	1- Due 1762.2	
	Maintenance total		
	Consumables; 2 % of invoice		
	Pilot training X2		
	Total		

NOTE: The cost per service shall include all labor, filters, seals, gaskets, fluids or lubricants necessary to perform each routine service and any follow-up re-torquing. Discrepancies will be covered under unscheduled maintenance.

UNSCHEDULED MAINTENANCE

1. An additional bid will be accepted for unscheduled maintenance. The unscheduled maintenance bid must be submitted as *cost per hour* and *replacement/repair part discount* (percentage). Unscheduled maintenance will be evaluated on a case by case basis.

a. Unscheduled Maintenance:

Hourly Shop Rate: \$ _____

Discount off Manufacturer List Price _____ %

2. All unscheduled maintenance will be performed only with the authorization of the State and with an estimate of the total cost, including shop hours and repair parts.

The State has no intention of supplying maintenance parts. It may however add specialized equipment obtained from other vendors such as thermal imaging, night vision, etc. in which case the state will only pay the hourly installation rate.

OFF SITE MAINTENANCE

In the event the aircraft is not capable of flying to the vendor is the bidder equipped to perform the required maintenance at the State Police Hangar in Concord or remote site?

Travel rate _____

Hourly rate _____