



# Request for Proposal 09-X-39917

## For: Helicopters New Jersey State Police

Event	Date	Time
<b>Bidder's Electronic Question Due Date</b> (Refer to <a href="#">RFP Section 1.3.1</a> for more information.)	April 11, 2008	5:00 PM
<b>Mandatory Pre-bid Conference</b>	April 21, 2008	10:00 AM
<b>Bid Submission Due Date</b> (Refer to <a href="#">RFP Section 1.3.2</a> for more information.)	May 23, 2008	2:00 PM

Dates are subject to change. All changes shall be reflected in Addenda to the RFP posted on the Division of Purchase and Property website.

<p><b>Small Business Set-Aside</b> (Refer to <a href="#">RFP Section 4.4.2.2</a> for more information.)</p>	<p><b>Status</b></p> <p><input checked="" type="checkbox"/> Not Applicable</p> <p><input type="checkbox"/> Entire Contract</p> <p><input type="checkbox"/> Partial Contract</p> <p><input type="checkbox"/> Subcontracting Only</p>	<p><b>Category</b></p> <p><input type="checkbox"/> I</p> <p><input type="checkbox"/> II</p> <p><input type="checkbox"/> III</p>
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RFP Issued By

State of New Jersey  
Department of the Treasury  
Division of Purchase and Property  
Trenton, New Jersey 08625-0230

Using Agency

New Jersey State Police – Aviation Bureau

Date: March 24, 2008

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## **1.0 INFORMATION FOR BIDDERS**

### **1.1 PURPOSE AND INTENT**

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the New Jersey State Police, Aviation Bureau. The purpose of this RFP is to solicit bid proposals from commercial helicopter manufacturers for the intended purchase of five (5) identically-equipped twin turbine engine helicopters, with a firm commitment of three (3) helicopters. These helicopters must be equipped with the latest available, best quality integrated avionics, auto-flight and instrumentation systems. The helicopters shall be of the identical make and model, identically equipped, with a useful load of at least 3,200 pounds, configured to perform the primary air ambulance function with two pilots, a two person medical crew, carrying two litter-borne patients and portable life support equipment. Although the primary mission is the function of air ambulance, the helicopters shall be convertible to tactical law enforcement, search and rescue, or eight-passenger transportation configuration with two pilots.

The State requires the vendor to deliver all five (5) helicopters within the time frame specified in Section 3.7.4 of the RFP.

It is the intent of the State to acquire these helicopters from a single contractor, or subsidiary, certificated by the FAA, and appropriately licensed to engage in business with the United States of America.

Bidders that manufacture more than one model of helicopter in current production, meeting proposal criteria, may offer various models for consideration. The bidder must submit separate bid proposals for each model offered.

The intent of this RFP is to award a contract to that responsible bidder whose bid proposal conforms to this RFP and is most advantageous to the State, price and other factors considered. However, the State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

The NJ Standard Terms and Conditions version 07/27/07 shall apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

### **1.2 INTRODUCTION AND BACKGROUND**

The State of New Jersey, Department of Law and Public Safety, Division of State Police, Aviation Bureau, has been providing airborne law enforcement services since 1969. The Aviation Bureau began limited air ambulance transport services, hospital to hospital, in 1976. Full time, dedicated air ambulance flight operations were initiated on July 1, 1988. In the beginning of 2004, the State Police established a Homeland Security Branch, which includes the Aviation Bureau. In conjunction with the air ambulance program, the Aviation Bureau now conducts daily homeland security missions.

It is the specific responsibility of the New Jersey State Police Aviation Bureau to provide emergency air ambulance medical evacuations (Medevac) for:

1. On-scene airborne transportation of seriously injured victims of motor vehicle, industrial, natural disaster, mass casualty, and recreational accidents, etc., to trauma centers.

2. Inter-hospital airborne transportation of seriously ill patients to specialty care facilities such as burn centers, re-implantation centers, cardiac centers, etc.

The Aviation Bureau provides air support for the various commands within the Division of State Police and other law enforcement agencies that request assistance in accomplishing the airborne law enforcement mission. The Aviation Bureau helicopters are used to provide airborne law enforcement services including criminal investigations, limited airborne search and rescue, aerial photography, auto theft and narcotics interdiction, aerial surveillance, traffic control, environmental patrols, and pilot training. These services are also provided in support of county and municipal needs. Additionally, the Aviation Bureau provides alert notification in selected areas of the State's Emergency Planning Zones, and provides surveillance of evacuation areas in the Emergency Planning Zones.

Upon request, the Aviation Bureau provides transportation for the State's Chief Executive Officer and other officials to facilitate the completion of their duties.

Air ambulance and police operations are conducted around the clock in compliance with Aviation Bureau and Federal Aviation Administration (FAA) operating rules and procedures. Flight operations are consistently conducted to unprepared landing areas, rooftop helipads, waterfront heliports, confined areas, as well as high traffic density airports. Variable weather conditions require occasional Instrument Flight Rules (IFR) flight operations.

The New Jersey State Police Aviation Bureau currently operates five Sikorsky S76B twin turbine engine helicopters in air ambulance service. One S76B helicopter has been in continuous service for 20 years, two have been in continuous service for 18 years, and the remaining two for fewer than five years. All other operations are conducted using two single turbine engine Bell 206L helicopters, one single turbine engine Bell 206B3 helicopter, and one single turbine engine Bell OH58A+ helicopter.

The geography of New Jersey and surrounding states includes areas of high population density, heavily wooded rural and mountainous areas, lakes, rivers, bays, and coastal areas. Various airborne law enforcement mission applications in these areas require helicopter performance and payload capabilities currently limited to the Aviation Bureau's five twin turbine engine helicopters. These are committed to the State's Homeland Security and MedEvac program with maintenance scheduled to assure the availability of three helicopters at all times. The Aviation Bureau's remaining four light single turbine engine helicopters are used to satisfy airborne law enforcement requests within the performance and operating envelopes of those helicopters. As a result, the Aviation Bureau is unable to respond, to many airborne law enforcement and limited SAR mission requests due to the lack of helicopters commonality and transferability across mission profiles.

Essentially, Aviation Bureau helicopters, as currently equipped, have limited capabilities. Currently, only three (3) helicopters are dual transport capable for MedEvac purposes and only two helicopters are hoist and tactical equipped and only two are thermal imaging system equipped. The remaining helicopters can serve no more than as aerial observation platforms. For the most part, search and rescue is limited to locating people in distress or in need of airborne assistance and communicating the location to surface responders. In the event that an airborne emergency response is needed, the response is limited to the availability of a particular helicopter.

Equipment to alleviate these deficiencies is included in the technical specifications of this RFP for multi-role helicopters. Specifications provide for helicopters whose function shall be homeland security, air ambulance, and search and rescue. State of the art navigation,

communication, and visual display systems shall enhance safety and mission efficiency for both flight and medical crewmembers. Medical interiors are proposed to be modular in design to allow for quick-change from air ambulance to tactical police missions and/or search and rescue operations. In these configurations, on-board systems shall permit precise automatic hovering and maneuvering for rescue hoist operations or for rapid egress by tactical personnel using a Fast Rope system. Day and night close-in or stand-off surveillance/search and rescue capability shall be provided by a triple sensor, night vision, day color camera and infrared, capable of automatically locking onto and tracking a target, or locking onto a search area, day or night. The imaging system shall include a downlink transmitting system to enable portable ground receiver units to monitor and record events in real time. Twin turbine-engine performance and emergency flotation equipment provide the safety margin in conducting flight operations over all areas of the State, as well as over water.

The Aviation Bureau is responsible for maintaining its helicopters in compliance with all applicable Federal Aviation Regulations, airworthiness directives, manufacturer's service bulletins, maintenance manual procedures, and insure that all Aviation Bureau maintenance technicians are properly trained and certified to maintain Bureau helicopters in an airworthy condition at all times. The Aviation Bureau is a certificated FAA Part 145 Repair Station, certificate number BB1R028K.

The Aviation Bureau assures that all pilots are properly trained and proficient by complying with performance standards as outlined in the Aviation Bureau Operations Manual, and all pilots meet FAA recency of experience requirements with regard to night operations, instrument currency, and flight reviews.

Since July 1988, Aviation Bureau pilots have safely transported over 30,000 trauma victims in air ambulance operations. These flights were conducted day and night, at times under adverse weather conditions, and under weather conditions requiring flight solely by reference to instruments. Approximately eighty percent of these flights were directly from the scene of a traumatic accident or incident.

### **1.3 KEY EVENTS**

#### **1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD**

The Purchase Bureau shall accept questions and inquiries from all potential bidders electronically via web form. To submit a question, please go to Current Bid Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>

Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Bidders are not to contact the Using Agency directly, in person, by telephone or by email, concerning this RFP.

The cut-off date for electronic questions and inquiries relating to this RFP is indicated on the cover sheet. Addenda to this RFP, if any, shall be posted on the Purchase Bureau website after the cut-off date (see Section 1.4.1. of this RFP for further information.)

### **1.3.2 MANDATORY PRE-BID CONFERENCE**

The date and time of the Mandatory Pre-Bid Conference is indicated on the cover sheet. The location of the Mandatory Pre-Bid Conference shall be as follows:

<b><u>DATE:</u></b>	<b>Monday, April 21, 2008</b>
<b><u>TIME:</u></b>	<b>10:00 AM</b>
<b><u>LOCATION:</u></b>	Department of the Treasury-Division of Purchase and Property 33 West State Street-9 <sup>th</sup> Floor Bid Room Trenton, NJ 08625-0230  <b>Directions to the Purchase Bureau can be found on the following website:</b> <a href="http://www.state.nj.us/treasury/purchase/directions.shtml">http://www.state.nj.us/treasury/purchase/directions.shtml</a>

Bid proposals shall be automatically rejected from any bidder that was not represented or failed to properly register at the Mandatory Pre-Bid Conference.

The purpose of the Mandatory Pre-Bid Conference is to provide a structured and formal opportunity for the State to accept questions from vendors regarding this RFP.

### **1.3.3 SUBMISSION OF BID PROPOSAL**

In order to be considered for award, the bid proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time. **ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED BELOW SHALL BE REJECTED. THE DATE AND TIME IS INDICATED ON THE COVER SHEET. THE LOCATION IS AS FOLLOWS:**

BID RECEIVING ROOM - 9TH FLOOR  
PURCHASE BUREAU  
DIVISION OF PURCHASE AND PROPERTY  
DEPARTMENT OF THE TREASURY  
33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NJ 08625-0230

Directions to the Purchase Bureau can be found at the following web address:  
<http://www.state.nj.us/treasury/purchase/directions.htm>.

Note: Bidders using USPS Regular or Express mail services should allow additional time since USPS mail deliveries are not delivered directly to the Purchase Bureau.

Procedural inquiries on this RFP may be directed to [RFP.procedures@treas.state.nj.us](mailto:RFP.procedures@treas.state.nj.us). This e-mail address may also be used to submit requests to review bid documents. The State shall not respond to substantive questions related to the RFP or any other contract via this e-mail address.

To submit an RFP or contract related question, go to the Current Bidding Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>.

## **1.4 ADDITIONAL INFORMATION**

### **1.4.1 ADDENDA: REVISIONS TO THIS RFP**

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision shall be by addendum. Any addendum to this RFP shall become part of this RFP and part of any contract awarded as a result of this RFP.

ALL RFP ADDENDA SHALL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, SELECT THE BID NUMBER ON THE BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:

[HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML.](http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml)

There are no designated dates for release of addenda. Therefore interested bidders should check the Purchase Bureau "Bidding Opportunities" website on a daily basis from time of RFP issuance through bid opening.

It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this procurement.

### **1.4.2 BIDDER RESPONSIBILITY**

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration shall be given after bid proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP.

### **1.4.3 COST LIABILITY**

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

### **1.4.4 CONTENTS OF BID PROPOSAL**

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. Because the State proposes to negotiate and/or pursue a Best and Final Offer, bid proposals shall not be made public until the Letter of Intent to Award is issued.

A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and shall advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. **The State shall not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.**

By signing the cover sheet of this RFP, the bidder waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be



accessible to State using agencies and cooperative purchasing partners and thus have to be made public to allow all eligible purchasing entities access to the pricing information.

All bid proposals, with the exception of information determined by the State or the Court to be proprietary, are available for public inspection after the Letter of Intent to Award is issued. At such time, interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

#### **1.4.5 BID OPENING**

On the date and time bid proposals are due under the RFP, only the names of the bidders submitting bid proposals shall be publicly announced. The contents of the bid proposals shall remain confidential until the Notice of Intent to Award is issued by the Director.

#### **1.4.6 PRICE ALTERATION**

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award from being made to the bidder.

#### **1.4.7 BID ERRORS**

In accordance with N.J.A.C. 17:12-1.22, "Bid Errors," a bidder may withdraw its bid as follows:

A bidder may request that its bid be withdrawn prior to bid opening. Such request must be made, in writing, to the Supervisor of the Business Unit. If the request is granted, the bidder may submit a revised bid as long as the bid is received prior to the announced date and time for bid opening and at the place specified.

If, after bid opening but before contract award, a bidder discovers an error in its proposal, the bidder may make written request to the Supervisor of the Business Unit for authorization to withdraw its proposal from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. The factors that shall be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder's exercise of reasonable care; and that the State shall not be significantly prejudiced by granting the withdrawal of the proposal. Note: a PB-36 complaint form may be filed and forwarded to the Division's Contract Compliance and Administration Unit (CCAU) for handling. A record of the complaint shall also be maintained in the Division's vendor performance file for evaluation of future bids submitted.

All bid withdrawal requests must include the bid identification number and the final bid opening date and sent to the following address:

Department of the Treasury  
Purchase Bureau, PO Box 230  
33 West State Street – 9<sup>th</sup> Floor  
Trenton, New Jersey 08625-0230  
Attention: Supervisor, Business Unit

If during a bid evaluation process, an obvious pricing error made by a potential contract awardee is found, the Director shall issue written notice to the bidder. The bidder shall have five days after receipt of the notice to confirm its pricing. If the vendor fails to respond, its bid shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the bidder's intention is not readily discernible from other parts of the bid proposal, the Director may seek clarification from the bidder to ascertain the true intent of the bid.

#### **1.4.8 JOINT VENTURE**

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder, Affirmative Action Employee Information Report, MacBride Principles Certification, and Business Registration or Interim Registration must be supplied for each party to a joint venture.

## **2.0 DEFINITIONS**

### **2.1 GENERAL DEFINITIONS**

The following definitions shall be part of any contract awarded or order placed as result of this RFP.

**Addendum** - Written clarification or revision to this RFP issued by the Purchase Bureau.

**Amendment** - A change in the scope of work to be performed by the contractor after contract award. An amendment is not effective until signed by the Director, Division of Purchase and Property or his/her designee.

**Bidder** – A vendor submitting a bid proposal in response to this RFP.

**Contract** - This RFP, any addendum to this RFP, the bidder's bid proposal submitted in response to this RFP and the Division's Notice of Acceptance.

**Contractor** - The contractor is the bidder awarded a contract.

**Director** - Director, Division of Purchase and Property, Department of the Treasury; by statutory authority, the Director is the chief contracting officer for the State of New Jersey.

**Division** - The Division of Purchase and Property

**Joint Venture** – A business undertaking by two or more entities to share risk and responsibility for a specific project

**May** - Denotes that which is permissible, but not mandatory.

**Request for Proposal (RFP)** - This document, which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of [the] Using Agency[ies], as identified herein.

**Shall or Must** - Denotes that which is a mandatory requirement.

**Should** - Denotes that which is recommended, but not mandatory.

**State** - State of New Jersey

**Using Agency**- The entity for which the Division has issued this RFP.

### **3.0 COMMODITY DESCRIPTION/SCOPE OF WORK**

#### **3.1 TECHNICAL SPECIFICATIONS**

- 3.1.1 Systems and component quantities listed shall be installed in each helicopter as specified in this RFP. In addition, all installed equipment shall be exactly the same for all five helicopters from the first to last deliveries.
- 3.1.2 Helicopters shall be zero time, no previous owner, factory new, twin turbine-engine powered, the latest improved models in current production, as offered to commercial trade.
  - 3.1.2.1 Helicopters shall be certificated (Standard Airworthiness Certificate) in the Normal Category.
  - 3.1.2.2 Helicopters shall be Category A certified according to 14 CFR Part 29, Airworthiness Standards: Transport Category Rotorcraft, with performance determined and scheduled so that if one engine fails at any time after the start of take-off, or in the approach to landing sequence (surface and elevated heliport), the helicopter can return to, and stop safely on the take-off area; or continue the take-off and climb-out, and attain a configuration and airspeed for single engine fly away performance in compliance with Sec. 29.67(a)(2), Climb: One Engine Inoperative; and, the landing performance determined and scheduled so that if one engine fails at any point in the approach path, the helicopter can either land safely or climb out and attain a configuration and speed allowing compliance with the climb requirement of Sec. 29.67(a)(2), Climb: One Engine Inoperative.
  - 3.1.2.3 Helicopters shall be Instrument Flight Rules (IFR) certified.
- 3.1.3 Helicopters shall accommodate a two (2) pilot flight crew, a two (2) person medical crew, two (2) litter-borne patients, and all required Advanced Life Support equipment for patient treatment and resuscitation.
- 3.1.4 Helicopters shall be equipped with dual flight controls and all items listed as standard equipment.
- 3.1.5 Helicopters shall be equipped with wheeled landing gear (retractable preferred) with fixed or removable flotation devices including all test panels, arming switches, advisory and warning annunciators as required.
- 3.1.6 Main rotor blades shall be painted with a high visibility paint scheme.
- 3.1.7 Bristol Wire Strike Protection System or equivalent
- 3.1.8 Windshields shall be laminated glass-type, tinted, heated, high integrity, and bird-proof. All cabin windows shall be tinted.
- 3.1.9 Windshield bleed-air defogging system.
- 3.1.10 Ram-air ventilation system

- 3.1.11 Environmental Control System (ECS) including ducting to provide adequate cooling/heating distribution throughout cockpit and cabin. Heating system shall be a bleed-air type with a cockpit mounted temperature control panel and cabin IAT display.
- 3.1.12 OAT/IAT, airspeed, altitude, and time display panel mounted in cabin.
- 3.1.13 Nose and tail-cone easy access electronics compartments.
- 3.1.14 Electric rescue hoist with a 600-pound capacity, installed on the right side, including operator hand controls, grab bar switches, motor/cable, monitoring, emergency release mechanism, and operator restraint system. System power-up and master control shall be from cockpit.
  - 3.1.14.1 A remote camera shall be installed on the hoist mechanism or fuselage so that hoist operations can be displayed on the MFDs and/or down linked.
- 3.1.15 Easy access hydraulic system servicing quick disconnects.
- 3.1.16 Applicable helicopters system inspection and service access panels.
- 3.1.17 Left and right cabin sliding door systems with left and right side rope guide/flight step.
- 3.1.18 Door position advisory system for all doors
- 3.1.19 Common keys for all five helicopter door lock mechanisms including baggage door(s).
- 3.1.20 Hinged fuel filler cap(s) with lock and common key for all five helicopters.
- 3.1.21 Manually operated rotor brake with system pressure indicator and advisory light.
- 3.1.22 Provisions for main rotor and tail rotor vibration monitoring equipment (GE Aviation RADS).
- 3.1.23 Cockpit stowage provisions for the flight manual, credit card holder, and portable 800 MHz radio
- 3.1.24 Cockpit mounted hour-meter, for tracking flight time, activated by collective stick position or weight-on-wheels switch. Location to be determined at the time of production and inspection.
- 3.1.25 Low-profile instrument panel with a glare shield
- 3.1.26 Three (3) portable fire extinguishers, one at each pilot station and one in the cabin.
- 3.1.27 Additional corrosion prevention coating ACF50 or equivalent. This requirement is necessitated by flight operations that will be conducted in salt-laden environments.

## **3.2 ENGINES**

- 3.2.1 Engines shall be of new manufacture with performance capability to satisfy requirements of Section 3.1.2 of the RFP equipped with electronic controls, diagnostic systems, and engine wash kit.
  - 3.2.1.1 Fire detection and suppression systems, and protection from snow and foreign object damage shall be installed.
  - 3.2.1.2 Cockpit engine and gearbox indicating systems shall be an integrated display system.

## **3.3 ELECTRICAL/AVIONICS EQUIPMENT**

- 3.3.1 Avionics and electrical systems shall be installed and approved either as part of the helicopter's original type certification, under supplemental type certificate, or installed meeting or exceeding FAA requirements and approved on FAA Form 337.
  - 3.3.1.1 Avionics and electrical bays shall be placarded to indicate equipment installed.
  - 3.3.1.2 Instrumentation and avionics shall be front-mounted in the instrument panel and center console with sufficient extra wiring to allow easy removal.
- 3.3.2 Helicopters shall be equipped with a heavy duty battery, with voltage and amperage according to the certification criteria of helicopter bid, to power battery bus items, provide unassisted engine starting, and provide emergency power to essential systems in the event of primary DC power failure.
- 3.3.3 Dual starter/generators shall supply required DC electrical power, with each generator supplying power to its respective primary bus.
  - 3.3.3.1 Generators shall have the capacity to power the DC electrical system in the event of a single generator failure with the understanding that some non-essential systems shall require shedding for single generator operation. System shall include a DC generator control unit and fault detection circuitry.
- 3.3.4 115 Volt/400Hz and 26 Volt/400 Hz AC power shall be provided by dual static inverters, or, one static inverter and one 10 KVA generator. System shall include monitoring and fault detection systems.
- 3.3.5 DC external power receptacle with "APU door open" advisory on caution panel.
- 3.3.6 Controllable searchlight with auto-stow. Activation switch shall be collective control mounted with a "searchlight on" advisory light. Switch shall interface with Spectro lab searchlight as per Section 3.3.38 of the RFP.
- 3.3.7 Fixed landing lights on landing gear with switching interface to allow either normal or Pulselite use as per Section 3.3.10 of the RFP.
- 3.3.8 Whelen LED position and anti-collision lighting, or equivalent

- 3.3.9 Whelen LED recognition lighting, or equivalent, consisting of two forward facing, nose mounted lights integrated with Pulselite system as per Section 3.3.10.
- 3.3.10 Pulselite lighting system. System shall pulse both recognition and landing lights with the ability to select the Pulselite system either on or off by cockpit mounted switch so that the recognition and landing lights can function normally.
- 3.3.11 Battery operated emergency cabin lights.
- 3.3.12 Low mounted external passenger/litter loading lights with cabin and cockpit activation capability. Lights shall be automatically deactivated by weight-on-wheel or collective mounted switch with a "Load Lt On" annunciator capsule mounted in the instrument panel.
- 3.3.13 Two (2) Wemac type cockpit ceiling mounted map lights with dimming capability, one for pilot use and one for copilot use.
- 3.3.14 Four (4) Rechargeable flashlights (red), two mounted in cockpit and two mounted in cabin. Locations to be determined at the time of production and inspection
- 3.3.15 Night vision compatible cockpit including all instrumentation and lighting
- 3.3.16 Search and Rescue (SAR) Digital Automatic Flight Control System with integrated digital autopilot/flight director computers, flight director mode selectors, autopilot controller, air data sensors, and servos. System must be capable of autopilot controlled approach, hover, and departure.
- 3.3.17 Four (4) Cathode Ray Tube (CRT), or Flat Panel Liquid Crystal Display (LCD), Electronic Flight Instrumentation System. System shall indicate airspeed, vertical speed, and altitude.
- 3.3.18 Two (2) separate compass systems
- 3.3.19 Two (2) Universal UNS (latest SAR version), or equivalent, Flight Management Systems with SAR automatic control and WAAS capabilities
- 3.3.20 One (1) SAR Weather Radar System coupled to meet the requirements specified in Section 3.3.23 of the RFP.
- 3.3.21 One (1) Integrated Traffic and Terrain Advisory System coupled to meet the requirements specified in Section 3.3.23 of the RFP.
- 3.3.22 One (1) Digital Moving Map System coupled to meet the requirements specified in Section 3.3.23 of the RFP.
- 3.3.23 Two (2) Multi-Function Displays (MFDs) integrated with weather radar, navigation data, traffic and terrain advisory, hoist camera, moving map system, satellite weather, thermal imaging systems, and include capability to display Doppler hover and search pattern data.
- 3.3.24 One (1) Davtron Density Altitude Indicator M-655-1 or equivalent

- 3.3.25 Two (2) Davtron M877 digital clocks, or equivalent, mounted in instrument panel.
- 3.3.26 One (1) vertical card compass.
- 3.3.27 One (1) Foxtronics Battery Temperature indicating system or equivalent
- 3.3.28 One (1) Artex Emergency Locator Transmitter ELT-100HM, or equivalent, coupled to GPS for position information.
- 3.3.29 One (1) standby horizon/navigation indicator with power pack
- 3.3.30 Wulfsberg Flexcomm Radio system, or equivalent. System must interface with State Police 800 megahertz radio system and be capable of communicating with all FM bandwidths used throughout the State. There shall be a control head in the cockpit and a control head in the cabin.
- 3.3.31 Installation of one (1) helicopter flight following/tracking system (OuterLink) supplied by State of New Jersey.
- 3.3.32 Integrated Radio system including, but not limited to:
  - 3.3.32.1 Two (2) VHF Communications radios.
  - 3.3.32.2 Two (2) Navigation radios.
  - 3.3.32.3 Two (2) Mode S Transponders.
  - 3.3.32.4 One (1) ADF radio.
  - 3.3.32.5 Two (2) DME radios and indicators.
  - 3.3.32.6 Six (6) audio panels with sufficient switching to control all installed radio and ICS functions. Two (2) panels shall be located in the cockpit and the remaining four (4) in the cabin. Switchology may differ between cockpit and cabin panels. Locations to be determined at time of production and inspection.
  - 3.3.32.7 Maximum of eight (8) headset jacks flush mounted at locations to be determined at the time of production and inspection, based on make and model of helicopter offered with some being "ICS only" positions. In addition, four (4) coil-cord type headset extensions with both ICS and transmit capability shall be furnished. Length of cords shall be determined by cabin movement ability.
- 3.3.33 Two (2) Radio Altimeters
- 3.3.34 Pilot and copilot ICS/transmit foot switches installed at appropriate angle to allow for toe operation.
- 3.3.35 Voice-activated cabin ICS system with cockpit call and crew call indicators. A cockpit mounted on/off switch shall be installed that will isolate the cabin ICS system from the cockpit. Switch location to be determined at time of production and inspection.



- 3.3.36 All antennas, connectors, adapters, annunciators, and mounting systems specific to all radio components. Antenna layout shall require Aviation Bureau approval prior to mounting.
- 3.3.37 One (1) Radio Master Switch to control all on/off radio functions.
- 3.3.38 One (1) Spectrolab SX-16 Nightsun IFCO (IR capable) searchlight (or latest version) with switching to toggle between helicopter searchlight and Spectrolab searchlight with pilot control of Nightsun and co-pilot control of the helicopter searchlight, or vice versa. A "Nightsun On" advisory capsule shall be mounted on the instrument panel. Searchlight shall be slaved to 3.3.39 system.
- 3.3.39 One (1) triple sensor (CCD-TV, Night Vision, and FPA Infrared detector) imaging system with integrated auto-tracking slaved to searchlight. System shall be coupled to MFDs.
  - 3.3.39.1 The hand controller shall be a quick-disconnect type with storage for controller located on copilot side of cockpit. Location to be determined at the time of production and inspection.
  - 3.3.39.2 An additional MFD shall be installed in the cabin so that it affords passengers the maximum viewing and be capable of displaying the information described in Section 3.3.39. The MFD mount shall be a pull-down type so that the monitor can be stowed when not in use. The MFD on/off switch will be cockpit-mounted. Location to be determined at the time of production and inspection.
  - 3.3.39.3 Video/audio recording and downlink transmission system with a portable downlink briefcase, antenna and charger.
- 3.3.40 Cockpit shall be paperless.
- 3.3.41 XM Satellite Weather Information system, or equivalent, interfaced with MFDs as per Section 3.3.23 of the RFP.

### **3.4 CABIN CONFIGURATIONS**

- 3.4.1 The patient compartment/cabin area shall be isolated from the cockpit by an installed bulkhead with pilot and co-pilot portholes that have sliding covers to prevent cabin environmental condition intrusion and/or patient or passenger encroachment.
- 3.4.2 All medical equipment storage, AC-DC power, medical suction systems, oxygen delivery systems and supplemental high intensity medical lighting shall be provided in a modular configuration, where possible, allowing efficient installation and removal in converting the helicopter to the airborne law enforcement/search and rescue configuration.
- 3.4.3 Medical oxygen and power system busing, circuit breakers, and switching shall be controlled from the cockpit.

- 3.4.3.1 Emergency shut off for the system shall be provided. The helicopter's medical electrical and liquid oxygen system shall interconnect with the modular system.
- 3.4.3.2 Oxygen and power system "on" annunciators shall be displayed in the cockpit.
- 3.4.4 Separate static inverter for AC medical power system.
  - 3.4.4.1 An easily removable, palletized, medical electronics shelf, if required to accommodate electrical components, shall be fabricated in the event any standard electronics are located in the vicinity of the shelf where easy access to these components shall be impeded by the shelf's location.
- 3.4.5 System outlets and controls shall be color-coded: green for oxygen, white for suction, and black for electrical systems.
- 3.4.6 Two (2) 115 VAC dual outlets in cabin. Locations to be determined at the time of production and inspection
- 3.4.7 Two (2) 28 V DC (7.5 amp max) multi-purpose outlets in cabin. Locations to be determined at the time of production and inspection
- 3.4.8 Medical Suction System: Dual regulated pumps to provide continuous or intermittent suction in a range from 0 - 400 mm Hg, two suction regulation systems, two 1000 ml suction canisters with disposable inserts, and dual controls.
- 3.4.9 Dual adjustable oxygen flow meters (25 liters/min max flow each) with quick connect outlets (50 PSI).
  - 3.4.9.1 Oxygen shall be delivered from the primary LOX system with a quantity indicating system installed in the cabin.
  - 3.4.9.2 At least one portable "Jumbo D" backup oxygen bottle shall be located in the pedestal. Storage for two (2) additional Jumbo D oxygen bottles shall be located in the baggage compartment, preferably within the LOX bottle containment box.
- 3.4.10 Modular storage system shall provide for IV warmer, storage of Life-Pac, portable suction kit, as well as other required electrical devices, resuscitation equipment, medical accessories and dressings.
- 3.4.11 Sufficient quantity or clusters of directionally controllable, high intensity, Wemac style lights, to provide total patient and cabin illumination. Master light switch shall be cabin controlled with dimming capability. Location to be determined at the time of production and inspection
  - 3.4.11.1 The cabin and cabin door area shall be equipped with momentary entry lighting that shall illuminate the cabin interior and exterior during patient loading or unloading. There shall be switches located by both cabin doors and an additional switch located on the cockpit capable of activating the lighting system. The system should remain activated for a period not to exceed two (2) minutes.

- 3.4.12 Patient litter loading systems shall be installed to permit the efficient, unobstructed, loading/unloading, and stable transport of two litter-borne patients. Litter arrangement shall permit total body access by medical crew. Litters shall be 73 inches in length and at least 18 inches wide. Litter systems shall be removable to convert the helicopter to the airborne law enforcement/search and rescue configuration. Litter locations shall not interfere with sliding door emergency egress controls.
- 3.4.13 Provision for second litter storage in baggage compartment.
- 3.4.14 Movable overhead IV hooks attached to rail systems that run parallel to litters, four (4) hooks per side.
- 3.4.15 Cabin medical seating arrangement shall include at least three attendant seats in single patient transport configuration.
- 3.4.16 Modular eight (8) place cabin seating for airborne law enforcement/transport/search and rescue with all belting, backrests and headrests
- 3.4.17 Left and right side sliding cabin doors
  - 3.4.17.1 Latching mechanisms shall be installed to hold the sliding doors in the open position during loading/unloading, as well as on those occasions requiring doors to be open in flight. Latching mechanisms shall be clearly marked. Operating instructions and emergency egress directions shall be clearly displayed. Latch release and door closing shall be accessible from inside the cabin.
- 3.4.18 Medical Liquid Oxygen (LOX) system including all mounting, plumbing, removable LOX canister, activation controls, emergency shutoff, annunciators, quantity display, and monitoring system. LOX system shall have a capacity of 10 liters of liquid oxygen. System shall be installed with easy access to remove the canister for refilling outside the helicopters. An overboard bleed off vent shall be provided. Quantity indicator shall be wired so that the LOX quantity can be checked with helicopter main battery on or off.
- 3.4.19 Loncoin non-skid, non-absorbent, cockpit and cabin floor covering sealed to protect helicopters substructure and prevent contamination from corrosive fluids. Where possible, a sealed, blood dam type flooring shall be installed. Cabin floor shall have flush mounted attachment fittings (no recessed mounts allowed) and tracking to accommodate the installation and removal of seats and medical litter systems as per mission requirements. Floor structure inspection panels shall be installed.
  - 3.4.19.1 The specified cockpit and cabin flooring must be capable of being removed (not sealed to helicopter floor panels) to facilitate maintenance requirements.
- 3.4.20 Five-point restraint system for all cockpit and cabin seats. Access to all seat belts and shoulder harness mechanisms hidden by any structure will be by screw-mounted access panels.

- 3.4.21 Fast rope insertion/extraction system with arm extension/retraction capability and equal left and right side lateral extension. System must be capable of being extended or retracted without the use of tools. In addition, system must be rated for 600 pounds minimum weight.

### **3.5 COLOR SCHEME AND PAINT**

- 3.5.1 Color scheme shall be consistent with current fleet design for planning purposes. Final exterior paint scheme shall be determined at the time of design review and shall consist of three different colors.
- 3.5.1.1 All exterior parts of the airframe shall be covered with high quality polyurethane Imron paint, including the inside of all cowlings.
- 3.5.1.2 All interior component cowlings and panels shall be painted Imron Medium Blue.
- 3.5.1.3 FAA registration numbers for helicopters shall be selected from Aviation Bureau reserved lot.

### **3.6 TESTING AND EVALUATION**

- 3.6.1 The Bidder will be required to submit a prototype helicopter of the make and model bid, for evaluation by the State. The bidder's prototype helicopter(s) will be made available within (30) days of the State's written notification. The State reserves the right to accept or reject a written request by the bidder in case of any delay in meeting the thirty (30) day time frame. This request must be submitted at least seven (7) days prior to the expiration of the thirty (30) day original timeframe. Failure to do so may result in the rejection of its bid proposal. These evaluations will be conducted at the New Jersey State Police Aviation Bureau facility at Trenton-Mercer Airport, West Trenton, New Jersey (KTTN), on separate dates for each bidder. The bidder should anticipate at least eight hours of each flight test and evaluation session.
- 3.6.2 The Bidders shall be responsible for all costs and liabilities associated with the testing and evaluation sessions of their respective helicopters. For the flight testing session, an Aviation Bureau pilot will accompany the bidder's pilot in the cockpit as part of the flight crew.

### **3.7 INSPECTIONS AND DELIVERY**

- 3.7.1 The cost of inspection visits by State representatives shall be borne by the State. The inspection team shall consist of four State Police Aviation Bureau representatives. Four inspection visits or more shall be conducted during the production and completion of the helicopters as per the delivery schedule described in Section 3.7 of the RFP. One visit shall be conducted at the contractor's production facility for inspection of the basic airframe, engines, drive train, rotors, flight controls, drawings, manuals and certification documentation of the helicopters. All completion drawings and equipment schedules shall be reviewed during the initial inspection visit. Three progress inspection visits shall be conducted, at the contractor's completion facility, during the completion phase of the helicopters. Inspections shall be coordinated at equal intervals between the initiation of the completion work and scheduled delivery date. Inspections shall

assure that all work is accomplished and all components are installed in accordance with contract specifications.

- 3.7.2 The State reserves the right to modify/change the configurations during the production stage. This may be necessary to aid maintenance functions or piloting operations. The type of equipment, such as make or model of the helicopter, will not be modified or changed and will remain as specified in the RFP and/or submitted by the bidder.
- 3.7.3 Final inspection and acceptance of the helicopters shall be at the New Jersey State Police Aviation Bureau, Trenton-Mercer Airport, (KTTN), West Trenton, New Jersey. Any discrepancies or non-conformity to contract specifications shall result in the contractor taking the helicopters for repair and/or modification, with all work accomplished and the helicopter returned within thirty (30) days. All costs for inspection visits to facilitate the repair/modification shall be the responsibility of the contractor.
- 3.7.4 Delivery of the first two (2) completed helicopters shall be within eighteen months (18) months from issuance of contract and the third helicopter to be delivered within twelve (12) months of the first two. The contractor will be advised of the State's intent to purchase up to two additional helicopters within six months of contract award. Should the State decide to purchase the two (2) additional units, the fourth and fifth helicopters shall be delivered within twelve (12) months of ordering.
- 3.7.5 Late delivery penalty – See RFP [Section 4.4.8](#) of this RFP.

### **3.8 WARRANTY**

- 3.8.1 Warranty shall be for a new helicopter, non-prorated type. The contractor must provide for the replacement or repair of any parts that are defective within 1000 hours of operation or twenty-four months after final acceptance, whichever comes first, at no additional cost to the State. All warranty work shall be performed by the contractor or contractor's authorized service subsidiary. The contractor shall be responsible for all shipping and ancillary costs associated with warranty repair and parts replacement, and returning the helicopter to service. All parts requiring replacement during the warranty period shall be new and of original equipment manufacture. On those occasions when loaner components are provided to keep helicopters in service, these loaner components shall be provided at no cost to the State during the warranty period. The contractor's authorized service facility must be certificated under FAA Part 145, Repair Station.
- 3.8.2 On those occasions during the warranty period, when a helicopter is grounded (AOG - aircraft on ground), contractor's technical representative shall respond within twenty-four (24) hours and arrange to have parts shipped and the repair accomplished within forty-eight (48) hours. Warranty part shipments for AOG shall be by overnight courier at the contractor's expense. If the helicopter is grounded away from its home base, and hangar space is available, the contractor shall be responsible for all storage, fixed base operator (FBO), and airport fees. If the helicopter is grounded away from its home base, and condition is such that repairs cannot be accomplished in the field, shipment of the helicopter to the contractor's repair facility shall be the responsibility of the contractor and at no cost to the State.

Liability for damage and security during helicopter disassembly, shipping, and reassembly shall be the responsibility of the contractor.

- 3.8.3 All installed equipment and component warranty periods shall commence at time of helicopter delivery acceptance, not at the time of equipment and/or component purchase. Delivery acceptance means when the helicopter has been completed with all equipment installed as per this RFP.

### **3.9 REQUIRED PUBLICATIONS**

The following manuals, publications, updates and subscriptions shall be delivered to the New Jersey State Police Aviation Bureau, at no additional cost to the State:

- 3.9.1 Two (2) Flight Manuals plus 10 year revision service per helicopter, delivered with helicopter.
- 3.9.2 Three (3) per helicopter model - Engine operating and maintenance manuals plus 10 year revision service, delivered two months prior to first helicopter delivery.
- 3.9.3 Three (3) per helicopter model - Engine and Airframe Illustrated Parts Breakdown Manuals plus 10 year revision service, delivered two months prior to first helicopter delivery.
- 3.9.4 Three (3) per helicopter model - Airframe Maintenance Manuals plus 10 year revision service, delivered two months prior to first helicopter delivery.
- 3.9.5 Engine and Airframe Log Books for each helicopter at delivery.
- 3.9.6 Weight and Balance Data Sheet with equipment list for each helicopter at delivery.
- 3.9.7 Three (3) per helicopter model - Wiring diagrams for all electrical systems delivered with first helicopter delivery. Diagrams shall be the latest revision.
- 3.9.8 Three (3) per helicopter model - Wiring Diagrams for all avionics installations delivered with first helicopter delivery. Diagrams shall be the latest revision.
- 3.9.9 Operating and maintenance manuals for all installed avionics and special purpose equipment for each helicopter plus 10 year revision service, delivered two months prior to first helicopter delivery.
- 3.9.10 Three (3) sets of complete blueprints for each helicopter delivered with first helicopter delivery.
- 3.9.11 All required subscriptions, updates or revisions must be paid in full for a 10 year period from date of delivery of each helicopter. Any additional installed item(s) requiring a recurring subscription, update, or revision service not listed below shall be included.
  - 3.9.11.1 Satellite weather subscription service.
  - 3.9.11.2 Flight Management System subscription service.
  - 3.9.11.3 Paperless Cockpit subscription service

3.9.11.4 Computerized Maintenance Program update service, as per requirements listed under Section 3.9.12 of the RFP.

3.9.12 Web-based computerized maintenance tracking system for six (6) users. The program must be Windows based and a manufacturer's program is preferred. The contractor, prior to each helicopter delivery, shall complete the initial installation of all required data. The program shall include initial training for twelve (12) Aviation Bureau technicians at the New Jersey State Police Aviation Bureau, Trenton, NJ 08625.

### **3.10 MISCELLANEOUS**

One set of the following items shall be provided with each helicopter at no additional cost to the State:

3.10.1 Exhaust covers.

3.10.2 Air inlet covers.

3.10.3 Pitot covers.

3.10.4 Cargo tie-downs appropriate to the model of helicopter bid.

3.10.5 Main rotor tie-down appropriate to the model of helicopter bid

3.10.6 Rescue equipment one (1) each per helicopter as follows:

3.10.6.1 Folding Titanium Break-apart Stokes litter with backboard and flotation collar

3.10.6.2 Trail Line Assembly (120" X 3/8" polypropylene with gloves and V-strap)

3.10.6.3 Full Body Tactical Harness

3.10.6.4 Hoist Operator Safety Vest

3.10.6.5 Quick Strop Sling

3.10.6.6 Billy Pugh Rescue Net with Flotation Collar

3.10.6.7 SAR Protective Helmet

3.10.6.8 4-Point Adjustable Litter Sling

3.10.6.9 MK-III Rescue Seat

3.10.6.10 Hoist Bumper Light

3.10.6.11 Power Flare Safety Light

3.10.6.12 Hoist Operator 2-Layered Pair of Leather Gloves (4 pair each per helicopter)

- 3.10.6.13 Hoist Operator Knee Pads (2 pair each per helicopter)
- 3.10.6.14 Bauman Bag
- 3.10.6.15 Victim Rescue Seat Harness
- 3.10.6.16 4-Point Stainless Litter Sling
- 3.10.6.17 Chicago Grip
- 3.10.6.18 Quick Splice
- 3.10.6.19 One (1) lightweight eight (8) person inflatable life raft with emergency locating beacon (ELT).
- 3.10.6.20 Ten (10) Life preserver/survival vests w/integrated aircrew restraint harness, leg straps, and lifting bucket. In addition, vests must include sufficient equipment pockets specifically designed to accommodate an emergency oxygen bottle.
- 3.10.6.21 Ten (10) Emergency egress oxygen (HEEDS type) bottles
- 3.10.7 Ten (10) pairs of Night Vision Goggles (NVG) that meet or exceed Generation Four standards. Goggles must be capable of being self-powered and/or powered by the helicopter's electrical system and must include the helmet mount and battery pack. It is suggested that the helmet mount be a part of Section 3.10.7.1 purchase for compatibility purposes.
  - 3.10.7.1 Ten (10) Gentex HGU-84/P Helmets, or equivalent. Various sizes shall be required and this information shall be conveyed to successful contractor prior to helicopter delivery.
  - 3.10.7.2 Three (3) Hoffman Engineering ANV-20/20 NVD Infinity Focus Systems, or approved equivalent.
  - 3.10.7.3 One (1) Hoffman Engineering ANV-126A Computerized Field Portable Night Vision Goggles (NVG) Test Set or equivalent
- 3.10.8 Tools, appliances, precision instruments, tooling instructions, tool attachments, computers, software, diagnostic systems, and other components unique to the maintenance and servicing of the helicopter, and not compatible with current State Police Aviation Bureau maintenance tools and other items not previously described, shall be provided by the contractor at no additional cost to the State. Three (3) each of these items must be delivered no later than one month prior to the initial delivery of the first two helicopters.
- 3.10.9 Helicopters, equipment and specified miscellaneous items shall be of the highest quality, workmanship and material.



### **3.11 TRAINING**

With the purchase of the helicopters, the contractor will provide flight training for forty (40) Aviation Bureau pilots and fifteen (15) Aviation Bureau mechanics as listed below, at no additional cost to the State.

- 3.11.1 Factory school initial training will be provided at the time of delivery of the first helicopter for forty (40) Aviation Bureau pilots in the successful contractor helicopter, or approved simulator. If simulator training is not an option, the contractor shall provide the similar model helicopter bid for all flight training. Training sequence shall begin four months prior to delivery of the first helicopter with four (4) pilots attending. Thereafter, four (4) pilots shall attend each month until all pilots have completed training. Ground instruction is to include general helicopter specifications, limitations, normal procedures, emergency procedures, performance, airframe and power plant systems, drive-train, hydraulics, electrical systems, supplemental systems, flight control systems, fuel system, fire detection and suppression systems, and weight and balance. Flight proficiency training shall include cockpit procedures training, pre-flight, normal and emergency checklists, normal and maximum performance maneuvers, malfunction resolution procedures, one engine inoperative continued flight and landing procedures, dual engine failure landing procedure, electrical malfunction resolution procedures, hydraulic system malfunction resolution procedures, hovering out of ground effect, flight control system malfunction resolution, in-flight fire detection and suppression. In addition to the training elements as described above, ground and flight training periods shall be allocated for Rotorcraft External-Load operations, and include items listed in 14 CFR 133.23(b) and (c). and any other training as may be required. Upon completion of initial/transition training, the contractor's training center shall issue a certificate of completion, itemizing all areas of training completed, total flight training received in hours, pilot in command and instrument proficiency check, as well as biennial flight review endorsements.
- 3.11.2 Factory school initial training will be provided at the time of delivery of the first helicopter for fifteen (15) Aviation Bureau technicians at the manufacturer's designated training facility. Training sequence shall begin four months prior to delivery of the first helicopter, with two (2) technicians attending. Thereafter, two (2) technicians shall attend each month until all have completed training. Maintenance training shall consist of at least the following topics at the designated facility:
- 3.11.2.1 Airframe maintenance - Classroom and shop work areas to include airframe, ground handling and servicing, main rotor, main rotor controls, main rotor drive system, mast, transmission, gearboxes, main drive shafts, tail rotor and tail rotor drive system, fuel system, hydraulic system, power plant installation, flight control systems.
- 3.11.2.2 Power plant maintenance - Classroom and shop work to include knowledge, design, fabrication, assembly, and operation of turbine engines and components; rigging, removal, installation of engines; diagnostics, troubleshooting, and repair of engine and component malfunctions; determination of engine performance and power assurance parameters; procedures for the maintenance of fuel controls, bleed air systems, electronic engine control systems, auxiliary gearboxes, and all additional items associated with engine operation and performance.

3.11.2.3 Electrical systems - Classroom and shop work to include detailed analysis of AC and DC power distribution, power train electrical systems, utility systems, airframe electrical systems, instrument indicating systems, automatic flight control systems. Course shall include component locations, descriptions, and operation, troubleshooting and diagnosis of probable fault symptoms.

3.11.2.4 Upon completion of maintenance technician training and any other training as may be required, the contractor's training center shall issue a certificate of completion, itemizing all areas of maintenance training completed, endorsing technicians as certified to conduct maintenance tasks on contractor's model helicopter.

3.11.2.5 Training requirements shall be satisfied at a location selected by the successful contractor.

3.11.3 All initial training costs for both pilots and technicians will be paid by the contractor.

#### **4.0 BID PROPOSAL PREPARATION AND SUBMISSION**

Bidders that manufacture more than one model of helicopter in current production, meeting proposal criteria, may offer various models for consideration. Bidders must submit separate bid proposals for each model offered.

#### **4.1 GENERAL**

The bidder is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP's signatory page, in preparing and submitting its bid proposal.

Note: Bid proposals shall not contain URLs (Uniform Resource Locators, i.e., the global address of documents and other resources on the World Wide Web) or web addresses. Inasmuch as the web contains dynamically changing content, inclusion of a URL or web address in a bid response is indicative of potentially changing information. Inclusion of a URL or web address in a bid response implies that the bid's content changes as the referenced web pages change.

#### **4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION**

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page <http://www.state.nj.us/treasury/purchase/bid/summary/09x39917.shtml>. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

#### **4.3 NUMBER OF BID PROPOSAL COPIES**

The bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. The bidder should submit **eight (8) full, complete and exact copies** of the original. The copies requested are necessary in the evaluation of the bid proposal. A

bidder failing to provide the requested number of copies shall be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

#### **4.4 BID PROPOSAL CONTENT**

##### **4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL**

###### **4.4.1.1 SIGNATORY PAGE**

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage

<http://www.state.nj.us/treasury/purchase/bid/summary/09x39917.shtml>. The Signatory page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the Signatory page must be signed by a general partner. If the bidder is a joint venture, the Signatory page must be signed by a principal of each party to the joint venture. Failure to comply shall result in rejection of the bid proposal.

###### **4.4.1.2 OWNERSHIP DISCLOSURE FORM**

In the event the bidder is a corporation, partnership or sole proprietorship, the bidder must complete the attached Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to do so shall preclude the award of a contract.

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x39917.shtml>.

###### **4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER**

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x39917.shtml>.

##### **4.4.2 PROOFS OF REGISTRATION THAT MUST BE SUBMITTED WITH THE BID PROPOSAL**

###### **4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE**

FAILURE TO SUBMIT A COPY OF THE BIDDER'S BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) FROM THE DIVISION OF REVENUE WITH THE BID PROPOSAL MAY BE CAUSE FOR REJECTION OF THE BID PROPOSAL.

The bidder may go to [www.nj.gov/njbgs](http://www.nj.gov/njbgs) to register with the New Jersey Division of Revenue or to obtain a copy of an existing Business Registration Certificate.

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x39917.shtml>.

### **4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL.**

#### **4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION**

The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/09x39917.shtml>.

#### **4.4.3.2 AFFIRMATIVE ACTION**

The bidder is required to submit a copy of Certificate of Employee Information or a copy of Federal Letter of Approval verifying that the bidder is operating under a federally approved or sanctioned Affirmative Action program. If the bidder has neither document of Affirmative Action evidence, then the bidder must complete the attached Affirmative Action Employee Information Report (AA-302). This requirement is a precondition to entering into a State contract. The Affirmative Action Employee Information Report (AA-302) is located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/09x39917.shtml>.

#### **4.4.4 SUBMITTALS**

##### **4.4.4.1 BIDDER EXPERIENCE - DATA SHEETS**

The required information has been incorporated into the Bidder Data Packet specific to this Procurement 09-x-39917 referenced in RFP Section 4.4.4.2

##### **4.4.4.2 BIDDER DATA SPECIFIC TO 09-X-39917**

In accordance with RFP the bidder must provide all of the information requested in the Bidder's Data Packet specific to this procurement, located on the Advertised Solicitation, Current Bid Opportunities webpage.

<http://www.state.nj.us/treasury/purchase/bid/summary/09x39917.shtml>.

##### **4.4.4.3 HELICOPTER TECHNICAL SUBMITTALS**

The following submissions should be submitted with the bid proposal or within five business days of written or verbal request by the State. Failure to submit in the required timeframe will result in bid rejection.

4.4.4.3.1 A list of all components listed in the technical specifications as being manufacturer's original equipment and of the latest technology.

4.4.4.3.2 A certification that helicopters, and all installed supplemental type certificated equipment, shall be in compliance with all airworthiness directives, service letters, and service bulletins at the time of delivery.

4.4.4.3.3. Schematic drawings of proposed cockpit, to include flight controls, hoist controls, seating, storage, circuit breaker panels, overhead panels, systems switches, instrument panel and console design for electronic surveillance and downlink system, avionics, flight

management and automatic flight control systems for the make and model of the helicopter bid.

4.4.4.3.4. Schematic drawings of proposed cabin designs in the air ambulance, airborne law enforcement/search and rescue configurations, to include modular medical components, cabin electric hoist operating station, seating systems, communications, electrical and lighting systems. Air ambulance cabin renditions shall be for one and two patient configurations.

#### **4.4.5 FINANCIAL CAPABILITY OF THE BIDDER**

In order to provide the State with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit two years of certified financial statements that include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the bidder's most recent fiscal year. If certified financial statements are not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.

If the information is not supplied with the bid proposal, the State may still require the bidder to submit it. If the bidder fails to comply with the request within seven (7) business days, the State may deem the proposal non-responsive.

The bidder may designate specific financial information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with its Bid Proposal.

The State reserves the right to make the determination whether to accept the bidder's assertion of confidentiality and shall advise the bidder accordingly.

#### **4.4.6 PRICING**

The bidder must submit a detailed pricing structure indicating any aggressive pricing scenario discounts afforded the State for the committed purchase of three helicopters and the intended purchase of up to two additional units. The pricing structure must be on the company's letterhead and signed by an authorized representative of the bidder. Pricing must be inclusion of all accessories, training and warranty as indicated in the technical specifications of this RFP. The bidder must also indicate the make and model bid. Failure to submit a pricing structure with its bid proposal shall result in rejection of the bid proposal.

#### **4.4.7 NOT APPLICABLE**

## **4.4.8 PAYMENT**

### **4.4.8.1 PAYMENT SCHEDULE**

It is the State's intent to make payments for each helicopter purchased, on the following basis:

- A. Seventy-five percent (75%) on delivery and final acceptance of the helicopter by the State Police Aviation Bureau including all deliverables specified as per sections 3.10.8 (Tools, appliances, etc), 3.9 (Required Publications), and 3.10 (Miscellaneous) of the RFP.
- B. Any helicopter that is not delivered as per delivery schedule (section 3.7.4 of the RFP) the State will impose a late delivery penalty as per section 4.4.8.2 of this RFP. Any such penalty will be deducted from the initial seventy-five (75%) percent payment as per section A above.
- C. An additional ten percent (10%) on completion of all initial training requirements specified, as per section 3.11 of the RFP. If training is completed before delivery of the first two helicopters, payment will be made simultaneously with the seventy-five percent (75%) delivery and acceptance payment.
- D. The balance of fifteen percent (15%) for each helicopter delivered and accepted by the State Police Aviation Bureau, to be paid at the termination of the warranty period as specified per Section 3.8 of the RFP.

### **4.4.8.2. PENALTY CLAUSE**

The contractor must immediately advise the State Contract Manager of any circumstance or event that could result in late delivery of any helicopter. Notification must also be provided to the Director at the address below:

The State of New Jersey  
Director, Division of Purchase and Property  
Purchase Bureau  
PO Box 230  
33 West State St.  
Trenton, New Jersey 08625-0230

If the contractor cannot meet the contract completion date for any helicopter required to be delivered by a date certain (refer to section 3.7.4 of the RFP), the contractor shall be liable to the State to the sum of \$10,000.00 per business day.

## **5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

### **5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/09x39917.shtml>.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and the NJ Standard Terms and Conditions version 07/27/07, and any Addendum to this RFP, the Addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any Addendum to this RFP, and the bidder's bid proposal, the RFP and/or the Addendum shall govern.

## **5.2 CONTRACT TERM AND EXTENSION OPTION**

The term of the contract shall be for a period of four (4) years. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP: <http://www.state.nj.us/treasury/purchase/bid/summary/09x39917.shtml>. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of one-year periods, by the mutual written consent of the contractor and the Director.

## **5.3 CONTRACT TRANSITION**

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than 120 days beyond the expiration date of the contract.

## **5.4 CONTRACT AMENDMENT**

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and signed by the contractor and the Director.

## **5.5 CONTRACTOR'S WARRANTY**

- a) The Contractor is responsible for the quality, technical accuracy, timely completion and delivery of all deliverables and other services to be furnished by the Contractor under the Contract. The Contractor agrees to perform in a good, skillful and timely manner all services set forth in the Contract.
- b) The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services and deliverables furnished under the Contract. The approval of interim deliverables furnished under the Contract shall not in any way relieve the Contractor of fulfilling all of its obligations under the Contract. The acceptance or payment for any of the services rendered under the Contract shall not be construed as a waiver by the State or Agency, of any rights under the agreement or of any cause of action arising out of the Contractor's performance of the Contract.
- c) The acceptance of, approval of or payment for any of the services performed by the Contractor under the Contract shall not constitute a release or waiver of any claim the State or Agency, has or may have for latent defects or errors or other breaches of warranty or negligence.
- d) Please refer to warranty information in RFP [Section 3.8](#).

## **5.6 ITEMS ORDERED AND DELIVERED**

The Using Agency is authorized to order and the contractor is/ authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by the Using Agency reveals that material other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or as a basis not to award the contractor

a subsequent contract. The Director may take such steps as are necessary to have the items returned by the Agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.

The contract involves items which are necessary for the continuation of ongoing critical State services. Any delay in delivery of these items would disrupt State services and would force the State to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the State's ongoing needs.

## **5.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS**

In the event that the contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract in accordance with the State administrative code and/or authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

## **5.8 CLAIMS**

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1.1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

## **5.9 PUBLIC WORKS CONTRACT-ADDITIONAL AFFIRMATIVE ACTION REQUIREMENT**

N.J.S.A. 10:5-33 requires that:

"During the performance of this contract, the contractor agrees as follows:

- a) The contractor or subcontractor, where applicable, shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor shall take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;
- b) The contractor or subcontractor, where applicable shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants shall receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;
- c) The contractor or subcontractor where applicable, shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract



or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment."

#### **5.10 FORM OF COMPENSATION AND PAYMENT**

This Section supplements Section 4.5 of the NJ Standard Terms and Conditions version 07/27/07, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x39917.shtml>. The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference and must be in strict accordance with the payment schedule in the Scope of Work section of the RFP. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager before payment shall be authorized.

#### **5.11 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)**

Following the opening of bid proposals, the State shall, pursuant to N.J.S.A. 52:34-12(f), negotiate one or more of the following contractual issues: the technical services offered, the terms and conditions and/or the price of a proposed contract award with any bidder, and/or solicit a Best and Final Offer (BAFO) from one or more bidders.

Initially, the Evaluation Committee shall conduct a review of all the bids and select bidders to contact to negotiate and/or conduct a BAFO based on its evaluation and determination of the bid proposals that best satisfy the evaluation criteria and RFP requirements, and that are most advantageous to the State, price and other factors considered. The Committee may not contact all bidders to negotiate and/or to submit a BAFO.

In response to the State's request to negotiate, bidders must continue to satisfy all mandatory RFP requirements but may improve upon their original technical proposal in any revised technical proposal. However, any revised technical proposal that does not continue to satisfy all mandatory requirements shall be rejected as non-responsive and the original technical proposal shall be used for any further evaluation purposes in accordance with the following procedure.

In response to the State's request for a BAFO, bidders may submit a revised price proposal that is equal to or lower in price than their original submission, but must continue to satisfy all mandatory requirements. Any revised price proposal that is higher in price than the original shall be rejected as non-responsive and the original bid shall be used for any further evaluation purposes.

After receipt of the results of the negotiation and/or the BAFO(s), the Evaluation Committee shall complete its evaluation and recommend to the Director for award that responsible bidder(s) whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered.

All contacts, records of initial evaluations, any correspondence with bidders related to any request for negotiation or BAFO, any revised technical and/or price proposals, the Evaluation Committee Report and the Award Recommendation, shall remain confidential until a Notice of Intent to Award a contract is issued.

## **6.0 PROPOSAL EVALUATION**

### **6.1 PROPOSAL EVALUATION COMMITTEE**

Bid proposals may be evaluated by an Evaluation Committee composed of members of affected departments and agencies together with representative(s) from the Purchase Bureau. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultant in an advisory role.

### **6.2 EVALUATION CRITERIA**

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate all bid proposals that meet the requirements of this RFP. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process:

#### **6.2.1 TECHNICAL EVALUATION CRITERIA**

6.2.1 Price

6.2.2 Aggressive pricing incentives for multi-unit orders and/or commitments.

6.2.3 The bidder's documented experience in successfully completing contracts of a similar size and scope to the work required by this RFP.

6.2.4 The bidder's past performance under similar contracts, including if applicable, the Division's vendor performance database.

6.2.5 Aircraft systems and performance

6.2.6 Aircraft flight evaluation; capability to perform air ambulance and multi-function roles

6.2.7 Testing and evaluation of sample helicopter prior to award

6.2.8 Cabin Capacity

6.2.9 Multi-Mission Payload Capability

6.2.10 Delivery Terms.

#### **6.3 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL**

After the submission of bid proposals, unless requested by the State as noted below, vendor contact with the State is still not permitted.

The bidder may be required to give an oral presentation to the State concerning its bid proposal. The State may also require the bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with the bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the State's discretion whether to require the bidder to give an oral presentation or require the bidder to submit written responses to questions regarding its bid proposal. Action by the State in this regard should not be construed to imply acceptance or rejection of a bid proposal. The Purchase Bureau buyer shall be the sole point of contact regarding any request for an oral presentation or clarification.

#### **6.4 BID DISCREPANCIES**

In evaluating bids:

- Discrepancies between words and figures shall be resolved in favor of words.
- Discrepancies between unit prices and totals of unit prices shall be resolved in favor of unit prices.
- Discrepancies in the multiplication of units of work and unit prices shall be resolved in favor of the unit prices.
- Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total shall be resolved in favor of the actual total.
- Discrepancies between the indicated sum of any column of figures and the correct sum thereof shall be resolved in favor of the corrected sum of the column of figures.

### **7.0 CONTRACT AWARD**

#### **7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD**

##### **7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134)**

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the Legislature enacted N.J.S.A. 19:44A-20.13 – 25 on March 22, 2005 (the "Legislation"), retroactive to October 15, 2004, superseding the terms of Executive Order 134. Pursuant to the requirements of the Legislation, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

##### **7.1.1.1 DEFINITIONS**

For the purpose of this section, the following shall be defined as follows:

a) Contribution – means a contribution reportable as a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act." P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, Limited Liability Company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition of a business entity includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under section 527 of the Internal Revenue Code that is directly

or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person's spouse or child, residing in the same household.

#### **7.1.1.2 BREACH OF TERMS OF THE LEGISLATION**

It shall be a breach of the terms of the contract for the Business Entity to (i) make or solicit a contribution in violation of the Legislation, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it shall be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of the Legislation; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

#### **7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS**

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State's request. Failure to submit the required forms shall preclude award of a contract under this RFP, as well as future contract opportunities.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee with the Notice of Intent to Award.

#### **7.1.1.4 STATE TREASURER REVIEW**

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

#### **7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271**

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

#### **7.2 FINAL CONTRACT AWARD**

Contract award shall be made with reasonable promptness by written notice to that responsible bidder, whose bid proposal, conforming to this RFP, is most advantageous to the State, price, and other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

### **8.0 CONTRACT ADMINISTRATION**

#### **8.1 CONTRACT MANAGER**

The State Contract Manager is the State employee responsible for the overall management and administration of the contract.

The State Contract Manager for this project shall be identified at the time of execution of contract. At that time, the contractor shall be provided with the State Contract Manager's name, department, division, agency, address, telephone number, fax phone number, and email address.

#### **8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES**

For an agency contract where only one State office uses the contract, the State Contract Manager shall be responsible for engaging the contractor, assuring that Purchase Orders are issued to the contractor, directing the contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The State Contract Manager is the person that the contractor shall contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The State Contract Manager is responsible for coordinating the use and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

### **8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER**

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The contractor may contact the State Contract Manager if the contractor can not resolve a dispute with contract users.

# State of New Jersey

## Standard Terms and Conditions

Applicable to all advertised DPP Procurements unless otherwise indicated

### **STANDARD TERMS AND CONDITIONS:**

- I. Unless the bidder is specifically instructed otherwise In the Request for Proposal, the following terms and conditions will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the Request for Proposal (RFP) and should be read in conjunction with same unless the RFP specifically indicates otherwise. If a bidder proposes changes or modifications or takes exception to any of the State's terms and conditions, the bidder must so state specifically in writing in the bid proposal. Any proposed change, modification or exception in the State's terms and conditions by a bidder will be a factor in the determination of an award of a contractor purchase agreement.
- II. All of the State's terms and conditions will become a part of any contract(s) or order(s) awarded as a result of the Request for Proposal, whether stated in part, in summary or by reference. In the event the bidder's terms and conditions conflict with the State's, the State's terms and conditions will prevail, unless the bidder is notified in writing of the State's acceptance of the bidder's terms and conditions.
- III. The statutes, laws or codes cited are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.
- IV. If awarded a contract or purchase agreement, the bidder's status shall be that of any independent principal and not as an employee of the State.

### **1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS**

- 1.1 BUSINESS REGISTRATION** –Effective September 1, 2004, pursuant to an amendment to N.J.S.A. 52:32-44, State and local entities (including the Division of Purchase and Property) are prohibited from entering into a contract with an entity unless the contractor has provided a copy of its business registration certificate (or interim registration) as part of its bid submission. Failure to submit a copy of the Business Registration Certificate within the bid proposal may be cause for rejection of the bid proposal.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State. This requirement shall apply to all contracts awarded on and after September 1, 2004. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.htm>

- 1.2 ANTI-DISCRIMINATION** - All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:5-1 et seq. and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations issued there under.
- 1.3 PREVAILING WAGE ACT** - The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the bidder's signature on the proposal is also his guarantee that he and any subcontractors he might employ to perform the work covered by this proposal will comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.
- 1.3(a) PUBLIC WORKS CONTRACTOR REGISTRATION ACT** - The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractors who bid on or engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464 or <http://www.nj.gov/labor/lsses/pubcon.html>.

- 1.4 AMERICANS WITH DISABILITIES ACT** - The contractor must comply with all provisions of the Americans With Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101 et seq.

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- 1.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** - The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.
- 1.6 OWNERSHIP DISCLOSURE** - Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.
- 1.7 COMPLIANCE - LAWS** - The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.
- 1.8 COMPLIANCE - STATE LAWS** - It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.
- 1.9 COMPLIANCE - CODES** - The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor will be responsible for securing and paying all necessary permits, where applicable.

## **2. LIABILITIES**

- 2.1 LIABILITY - COPYRIGHT** - The contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.
- 2.2 INDEMNIFICATION** - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.
- 2.3 INSURANCE** - The contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The Contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof, naming the State as an Additional Insured and shall contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice to:

STATE OF NEW JERSEY  
Purchase Bureau – Bid Ref. #

The insurance to be provided by the contractor shall be as follows:

- a. Comprehensive General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Comprehensive General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as Additional Insureds. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed Comprehensive General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage.
- b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.
- c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:  
\$1,000,000 BODILY INJURY, EACH OCCURRENCE



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\$1,000,000 DISEASE EACH EMPLOYEE  
\$1,000,000 DISEASE AGGREGATE LIMIT

### **3. TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY PURCHASE BUREAU**

**3.1 CONTRACT AMOUNT** - The estimated amount of the contract(s), when stated on the Advertised Request for Proposal form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of this Request for Proposal or any contract entered into as a result of this Request for Proposal.

**3.2 CONTRACT PERIOD AND EXTENSION OPTION** - If, in the opinion of the Director of the Division of Purchase and Property, it is in the best interest of the State to extend a contract entered into as a result of this Request for Proposal, the contractor will be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the contract. If the contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.

### **3.3 BID AND PERFORMANCE SECURITY**

a. Bid Security - If bid security is required, such security must be submitted with the bid in the amount listed in the Request for Proposal, see N.J.A.C. 17: 12- 2.4. Acceptable forms of bid security are as follows:

1. A properly executed individual or annual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.
2. The State will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the State will:
  - a. Issue an award notice for those offers accepted by the State;
  - b. Return all bond securities to those who have not been issued an award notice.

All bid security from contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc. If the contractor fails to execute the required contractual documents and bonds within thirty (30) calendar days after receipt of award notice, the contractor may be found in default and the contract terminated by the State. In case of default, the State reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the New Jersey Administrative Code and to recover any actual excess costs from the contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.

b. Performance Security - If performance security is required, the successful bidder shall furnish performance security in such amount on any award of a term contractor line item purchase, see N.J.A.C. 17: 12- 2.5. Acceptable forms of performance security are as follows:

1. The contractor shall be required to furnish an irrevocable security in the amount listed in the Request for Proposal payable to the Treasurer, State of New Jersey, binding the contractor to provide faithful performance of the contract.
2. The performance security shall be in the form of a properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.

The Performance Security must be submitted to the State within 30 days of the effective date of the contract award and cover the period of the contract and any extensions thereof. Failure to submit

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performance security may result in cancellation of contract for cause pursuant to provision 3.5b,1, and nonpayment for work performed.

**3.4 VENDOR RIGHT TO PROTEST - INTENT TO AWARD** - Except in cases of emergency, bidders have the right to protest the Director's proposed award of the contract as announced in the Notice of Intent to Award, see N.J.A.C. 17:12-3.3. Unless otherwise stated, a bidder's protest must be submitted to the Director within 10 working days after receipt of written notification that its bid has not been accepted or that an award of contract has been made. In the public interest, the Director may shorten this protest period, but shall provide at least 48 hours for bidders to respond to a proposed award. In cases of emergency, stated in the record, the Director may waive the appeal period. See N.J.A.C. 17: 12- 3 et seq.

### **3.5 TERMINATION OF CONTRACT**

a. For Convenience

Notwithstanding any provision or language in this contract to the contrary, the Director may terminate at any time, in whole or in part, any contract entered into as a result of this Request for Proposal for the convenience of the State, upon no less than 30 days written notice to the contractor.

b. For cause:

1. Where a contractor fails to perform or comply with a contract, and/or fails to comply with the complaints procedure in N.J.A.C. 17: 12-4.2 et seq., the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.
2. Where a contractor continues to perform a contract poorly as demonstrated by formal complaints, late delivery, poor performance of service, short-shipping etc., so that the Director is repeatedly required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq. the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.

c. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.

d. In the event of termination under this section, the contractor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

**3.6 COMPLAINTS** - Where a bidder has a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to 3.5b a bidder may be bypassed for this award. See N.J.A.C. 17:12-2.8.

**3.7 EXTENSION OF CONTRACT QUASI-STATE AGENCIES** - It is understood and agreed that in addition to State Agencies, Quasi-State Agencies may also participate in this contract. Quasi-State Agencies are defined in N.J.S.A. 52:27B-56.1 as any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

**3.8 EXTENSION OF CONTRACTS TO POLITICAL SUBDIVISIONS, VOLUNTEER FIRE DEPARTMENTS AND FIRST AID SQUADS, AND INDEPENDENT INSTITUTIONS OF HIGHER EDUCATION - N.J.S.A. 52:25-16.1** permits counties, municipalities and school districts to participate in any term contract(s), that may be established as a result of this proposal.

N.J.S.A. 52:25-16.2 permits volunteer fire departments, volunteer first aid squads and rescue squads to participate in any term contract(s) that may be established as a result of this proposal.

N.J.S.A. 52:25-16.5 permits independent institutions of higher education to participate in any term contract(s) that may be established as a result of this proposal, provided that each purchase by the Independent Institution of higher education shall have a minimum cost of \$500.

In order for the State contract to be extended to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education the bidder must agree to the extension and so state in his bid. proposal. The extension to counties municipalities, school districts, volunteer fire

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departments, first aid squads and Independent Institutions of higher education must 'be under the same terms and conditions, including price, applicable to the State.

**3.9 EXTENSIONS OF CONTRACTS TO COUNTY COLLEGES - N.J.S.A. 18A:64A - 25. 9** permits any college to participate in any term contract(s) that may be established as a result of this proposal.

**3.10 EXTENSIONS OF CONTRACTS TO STATE COLLEGES - N.J.S.A. 18A:64- 60** permits any State College to participate in any term contract(s) that may be established as a result of this proposal.

**3.11 SUBCONTRACTING OR ASSIGNMENT** - The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the Director of the Division of Purchase and Property. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract.

In the event the bidder proposes to subcontract for the services to be performed under the terms of the contract award, he shall state so in his bid and attach for approval a list of said subcontractors and an Itemization of the products and/or services to be supplied by them.

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the State.

**3.12 MERGERS, ACQUISITIONS** - If, subsequent to the award of any contract resulting from this Request for Proposal, the contractor shall merge with or be acquired by another firm, the following documents must be submitted to the Director, Division of Purchase & Property.

- a. Corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices.
- b. State of New Jersey Bidders Application reflecting all updated information including ownership disclosure, pursuant to provision 1.5.
- c. Vendor Federal Employer Identification Number.

The documents must be submitted within thirty (30) days of completion of the merger or acquisition. Failure to do so may result in termination of contract pursuant to provision 3.5b.

If subsequent to the award of any contract resulting from this Request for Proposal, the contractor's partnership or corporation shall dissolve, the Director, Division of Purchase & Property must be so notified. All responsible parties of the dissolved partnership or corporation must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment should be made until all parties to the dissolved partnership or corporation submit the required documents to the Director.

**3.13 PERFORMANCE GUARANTEE OF BIDDER** - The bidder hereby certifies that:

- a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.
- c. All new machines are to be guaranteed as fully operational for the period stated in the Request For Proposal from time of written acceptance by the State. The bidder will render prompt service without charge, regardless of geographic location.
- d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
- e. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.

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- f. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

**3.14 DELIVERY GUARANTEES** - Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the Request for Proposal.

The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice.

Items delivered must be strictly in accordance with the Request for Proposal.

In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the Request for Proposal, the using agency may be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor failing to meet his commitments.

**3.15 DIRECTOR'S RIGHT OF FINAL BID ACCEPTANCE** - The Director reserves the right to reject any or all bids, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or contracts to the vendor or vendors best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie bids will be awarded by the Director in accordance with N.J.A.C.17:12-2.1D.

**3.16 BID ACCEPTANCES AND REJECTIONS** - The provisions of N.J.A.C. 17:12-2.9, relating to the Director's right, to waive minor elements of non-compliance with bid specifications and N.J.A.C. 17: 12- 2.2 which defines causes for automatic bid rejection, apply to all proposals and bids.

**3.17 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES** - The State reserves the right to inspect the bidder's establishment before making an award, for the purposes of ascertaining whether the bidder has the necessary facilities for performing the contract.

The State may also consult with clients of the bidder during the evaluation of bids. Such consultation is intended to assist the State in making a contract award which is most advantageous to the State.

**3.18 STATE'S RIGHT TO REQUEST FURTHER INFORMATION** - The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the bidder's financial capabilities to perform the contract. Further, the Director reserves the right to request a bidder to explain, in detail, how the bid price was determined.

**3.19 MAINTENANCE OF RECORDS** - The contractor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the State upon request for purposes of conducting an audit or for ascertaining information regarding dollar volume or number of transactions.

# State of New Jersey

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**3.20 ASSIGNMENT OF ANTITRUST CLAIM(S)** - The contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this contract, the contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to the State of New Jersey, for itself and on behalf of its political subdivisions and public agencies, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods and services purchased or acquired by the State of New Jersey or any of its political subdivisions or public agencies pursuant to this contract.

In connection with this assignment, the following are the express obligations of the contractor;

- a. It will take no action which will in any way diminish the value of the rights conveyed or assigned hereunder.
- b. It will advise the Attorney General of New Jersey:
  1. in advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action;
  2. immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.
- c. It will notify the defendants in any antitrust suit of the fact of the within assignment at the earliest practicable opportunity after the contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice will be sent to the Attorney General of New Jersey.

Furthermore, it is understood and agreed that in the event any payment under any such claim or cause of action is made to the contractor, it shall promptly pay over to the State of New Jersey the allotted share thereof, if any, assigned to the State hereunder.

### **4. TERMS RELATING TO PRICE QUOTATION**

**4.1 PRICE FLUCTUATION DURING CONTRACT** - Unless otherwise noted by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract.

In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director of Purchase and Property must be notified, in writing, of any price reduction within five (5) days of the effective date.

Failure to report price reductions will result in cancellation of contract for cause, pursuant to provision 3.5b.1.

**4.2 DELIVERY COSTS** - Unless otherwise noted in the Request for Proposal, all prices for items in bid proposals are to be submitted F.O.B. Destination. Proposals submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipments, the contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's using agency or designated purchaser.

F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at contractor's convenience when a single shipment is ordered. The weights and measures of the State's using agency receiving the shipment shall govern.

**4.3 C.O.D. TERMS** - C.O.D. terms are not acceptable as part of a bid proposal and will be cause for rejection of a bid.

**4.4 TAX CHARGES** - The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

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**4.5 PAYMENT TO VENDORS** - Payment for goods and/or services purchased by the State will only be made against State Payment Vouchers. The State bill form in duplicate together with the original Bill of Lading, express receipt and other related papers must be sent to the consignee on the date of each delivery. Responsibility for payment rests with the using agency which will ascertain that the contractor has performed in a proper and satisfactory manner in accordance with the terms and conditions of the award. Payment will not be made until the using agency has approved payment.

For every contract the term of which spans more than one fiscal year, the State's obligation to make payment beyond the current fiscal year is contingent upon legislative appropriation and availability of funds.

The State of New Jersey now offers State contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State Agency's use of the p-card, however, is optional. P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions utilizing the p-card will usually result in payment to a contractor in three days. A Contractor should take note that there will be a transaction processing fee for each p-card transaction. To participate, a contractor must be capable of accepting MasterCard. For more information, call your bank or any merchant services company.

**4.6 NEW JERSEY PROMPT PAYMENT ACT** - The New Jersey Prompt Payment Act N.J.S.A. 52:32-32 et seq. requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the state prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will not be paid until it exceeds \$5.00 per properly executed invoice.

Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

**4.7 RECIPROCITY** - In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17: 12- 2. 13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose state or locality maintains a preference practice for their bidders.

**5. CASH DISCOUNTS** - Bidders are encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the lowest bid.

- a. Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods or services received a properly signed and executed State Payment Voucher form and, when required, a properly executed performance security, whichever is latest.
- b. The date on the check issued by the State in payment of that Voucher shall be deemed the date of the State's response to that Voucher.

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**6. STANDARDS PROHIBITING CONFLICTS OF INTEREST** - The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

- a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.
- b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
- c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52: 130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
- d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- f. The provisions cited above in paragraph 6a through 6e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 6c.

**7. NOTICE TO ALL BIDDERS SET-OFF FOR STATE TAX NOTICE**

Please be advised that, pursuant to P.L 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

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8. **APPLICABLE LAW** - This contract and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles.





# State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PURCHASE BUREAU  
P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE  
*Governor*

R. DAVID ROUSSEAU  
*State Treasurer*

April 11, 2008

To: All Interested Bidders

**Re: RFP # 09-X-39917**  
**Helicopters – New Jersey State Police Medevac/Airborne Law Enforcement**

Bid Due Date: **May 23, 2008** (2:00 p.m.)

### ADDENDUM #1

The following constitutes Addendum #1 to the above referenced solicitation

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.

### **Helicopters – New Jersey State Police Medevac/Airborne Law Enforcement Bid Number 09-X-39917**

#### **Answers to Questions**

Note: Some of the questions have been paraphrased in the interest of readability and clarity. Each question is referenced by the appropriate RFP page number(s) and section where applicable.

#	Page #	RFP Section Reference	Question	Answer
1		Attachment	The RFP does not address whether a bidder may submit exceptions to the applicable bid terms, configurations or requirements, and still be awarded the procurement. Will the State of New Jersey accept exceptions from a bidder and still be awarded the procurement?	Exceptions to "Minimum Operational Requirements" should be listed on the blank spaces provided on "Attachment #1" of the RFP. For all other exceptions, please submit with your bid proposal referencing the RFP page and Section number corresponding to the exceptions taken. Since this RFP is subject to "Negotiation and Best and Final Offer (BAFO) please refer to the terms and conditions listed in Section 5.11 of the RFP with

#	Page #	RFP Section Reference	Question	Answer
				regards evaluation and final award.
2	20	3.6.1	<p>Is a prototype demo a requirement to bid?</p> <p>Can the bidder take exception to the prototype demo without resulting in rejection of its bid?</p> <p>How does the State define "prototype" a/c? Must the prototype be fully configured as required by the RFP in order to be compliant?</p>	<p>Yes</p> <p>No</p> <p>The State defines prototype as the make and model helicopter to be bid, along with schematic drawings of the cabin area if not fully configured.</p>
3	21	3.7.4	Will the State agree to 2011 airframe availability?	The State will not agree to 2011 airframe availability.
4	21	3.8.1	Can a bidder take exception to the labor and shipping costs within its specified warranty terms and conditions?	No, the bidder can not take exception to the labor and shipping costs within its specified warranty terms and conditions.
5	30	4.4.8.1	<p>Can a bidder take exception to the payment schedule?</p> <p>Is the State willing to negotiate an alternate payment schedule?</p>	<p>The bidder may offer an alternate payment schedule but the State will not be mandated to accept it.</p> <p>Please refer to the terms and conditions outlined in Section 5.11 of the RFP.</p>
6	30	4.4.8.2	<p>Will a bidder be rejected from participation and award if it takes exception to the \$10,000.00 a day Penalty for late delivery?</p> <p>Can a bidder make alternative liquidated damage provisions?</p> <p>Can the State substantiate a \$10,000.00 a day penalty?</p>	<p>Please refer to the Terms and Conditions outlined in Section 5.11 of the RFP.</p> <p>This is based on the total value of the contract and the importance of meeting delivery deadlines as specified in the RFP.</p>

#	Page #	RFP Section Reference	Question	Answer
7		Signatory Page	How long does the State want the bid pricing to remain firm for acceptance?	Refer to Section 3 on the "Signatory Page" which states, "The proposal must include all price information. Proposal prices shall include delivery of all items, F.O.B. destination or as otherwise provided. <b>Price quotes must be firm through issuance of contract</b> ".

**Mandatory Bidders Conference: April 21, 2008**

**Bid Opening Date: May 23, 2008**



# State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PURCHASE BUREAU  
P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE  
*Governor*

R. DAVID ROUSSEAU  
*State Treasurer*

April 15, 2008

To: All Interested Bidders

**Re: RFP # 09-X-39917  
HELICOPTERS – NEW JERSEY STATE POLICE MEDEVAC/AIRBORNE LAW ENFORCEMENT**

Bid Due Date: **May 23, 2008 (2:00 p.m.)**

### ADDENDUM #2

The following constitutes Addendum #2 to the above referenced solicitation.

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.

### **HELICOPTERS – NEW JERSEY STATE POLICE MEDEVAC/AIRBORNE LAW ENFORCEMENT Bid Number 09-X-39917**

#### Additions, Deletions, Clarifications and Modifications to the RFP

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
1		Front Page	<b>IMPORTANT: The Mandatory Pre-Bid Conference is postponed from its original advertised date of April 21, 2008 to a new date May 12, 2008. It will be held at The NJ Division of Purchase &amp; Property, Purchase Bureau, 33 West State Street, 9<sup>th</sup> Floor Bid Room, Trenton, NJ 08625, starting at 10 AM.</b>



# State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PURCHASE BUREAU  
P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE  
*Governor*

R. DAVID ROUSSEAU  
*State Treasurer*

April 17, 2008

To: All Interested Bidders

**Re: RFP # 09-X-39917  
HELICOPTERS – NEW JERSEY STATE POLICE MEDEVAC/AIRBORNE LAW ENFORCEMENT**

Bid Due Date: **May 23, 2008 (2:00 p.m.)**

### ADDENDUM #3

The following constitutes Addendum #3 to the above referenced solicitation. This addendum is divided into the following parts:

Part 1: Answers to questions.

Part 2: Additions, deletions, clarifications and modifications to the RFP

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.

### **PART 1 HELICOPTERS – NEW JERSEY STATE POLICE MEDEVAC/AIRBORNE LAW ENFORCEMENT Bid Number 09-X-39917**

#### **Answers to Questions**

Note: Some of the questions have been paraphrased in the interest of readability and clarity. Each question is referenced by the appropriate RFP page number(s) and section where applicable.

#	Page #	RFP Section Reference	Question	Answer
1	4	1.1	The helicopter shall be of the identical make and model, identically equipped, with useful load of at least 3200 pounds. Is this the intended useful load of the helicopter fully equipped? If so, what is the significance of 3200 pounds of useful load? This value contradicts what is listed on Attachment, page 5 capacity, where the useful load is stated at 3800 pounds. Which is correct?	The 3,200 pound useful load is minus carry-on equipment only. The 3,200 useful load should be while the helicopter is in the EMS/Medevac configuration unless one of the other configurations is heavier. The useful load should be 3,200 pounds, not 3,800 pounds.

#	Page #	RFP Section Reference	Question	Answer
2	12	3.1.5	Helicopters shall be equipped with wheeled landing gear (retractable preferred) What is the mission significance/justification of a preference for retractable wheels?	The significance/justification is to enable the helicopter to taxi at various areas with minimal rotorwash concerns.
3	5	Attachment	The helicopter useful load will be 3800 pounds or greater in standard configuration. What is the definition of standard configuration? This useful load contradicts the item on page 4, Section 1.1, where the useful load is stated at 3200 pounds. Which is correct?	The RFP should have specified a 3,200 pound useful load in the heaviest configuration, which is most likely while configured for EMS/Medevac operations.
4	12	3.1.2.2	Request that NJSP accept an alternate means of compliance such as JAA PC2e for part or all of this paragraph. Paragraph could then read, "Helicopters shall be Category A (or equivalent) certified.	No. Must meet Category A Standards.
5	13	3.1.14	Is single or dual hoist preferred?	Single Hoist is preferred

#	Page #	RFP Section Reference	Question	Answer
6	15	3.3.23	This paragraph requires "Two (2) Multi-Function Displays (MFDs)" integrated to be able to display data from many different sources. Current display technology limits the amount and type of information that can be displayed on one MFD. Is it required to have all of the data sources integrated into each MFD or is it permitted to have two (or more) Multi-Function Displays that each display some of the data thus together covering all the required data?	The State does not intend to display all the data on the MFDs at the same time. The intent is that the bidder will integrate the requested systems and utilize some type of switchology to display whatever information the pilot needs at that time. Having the MFDs configured to display the maximum amount of information possible at any one time would be acceptable and would reduce the number of switch positions required.
7	17	3.3.38	Is SX-16 Nitesun preferred or SX-5 Starburst (searchlights on existing NJ fleet) preferred?	The SX 16 is preferred.
8	19	3.4.20	Are 5 point restraint harnesses required for cabin seats or will 4 point (in current aircraft) harnesses be adequate.	Five point is preferred.
9	21	3.7.4	In the statement "Should the State decide to purchase the two (2) additional units, the fourth and fifth helicopters shall be delivered within twelve (12) months of ordering" Interpretation of this statement would allow the 4 <sup>th</sup> and 5 <sup>th</sup> aircraft to be delivered before first and second aircraft if this is executed shortly after contract. We don't believe this was your intention. Should this read..."within twelve (12) months of third aircraft delivery". Please clarify.	The intent is the fourth and fifth helicopter would be delivered twelve (12) months after the third aircraft delivery.

#	Page #	RFP Section Reference	Question	Answer
10	23	3.10.6.2	Line items states Trail Line Assembly is to be 120" x 3/8". Is this intended to say 120?	It should read 120 Feet x 38 Inches.
11	23	3.10	Miscellaneous is defined as one set of each of the items at no additional cost to the State. Under 3.10.7 it defines requirement for 10 pairs of NVG. Does NJ request 10 per aircraft or 10 pairs of goggles (in total) for all 3 aircraft?	It is ten pairs for each aircraft for a total of 30.
12	24	3.10.8	Does the phrase "Three each" require three each per aircraft or three in total for all three aircraft?	Three in total for all three aircrafts.
13	24	3.10.8	Would the State provide a list of their current Ground Support Equipment or can we make assumptions about GSE given fleet history.	For the intent of this RFP assume the State has no ground support equipment.



#	Page #	RFP Section Reference	Question	Answer
14	24	3.10.8	Please provide the anticipated usage rates (annual number of flight hours anticipated to be flown and typical mission duration)	The anticipated annual usage rate is 600 flight hours per year per helicopter... The typical mission duration is .7 flight hours.
15	24	3.10.8	Can we assume that NJ is not requesting spare parts as part of this offer?	The State is NOT requesting spare parts.
16	25	3.11.1	Of the 40 pilots slots requested, can we assume that only transition training from the current S-76B is required? If no, then considering that the NJSP aviation unit has existing pilot staff. What number of existing S-76 trained pilots will move to the new aircraft? Requiring pilot transition course. What number of pilots will be new to the aircraft? Requiring the pilot initial course.	The intent of this RFP is for all pilots to receive initial training.
17	25	3.11.2	Of the 15 mechanic slots requested, can we assume that only transition training from the current S-76B is required? If no, then considering that the NJSP aviation unit has existing maintenance staff; What number of existing S-76 trained staff will move to the new aircraft? Requiring maintenance difference course? Requiring the maintenance initial course.	The intent of this RFP is for all mechanics to receive initial training.

#	Page #	RFP Section Reference	Question	Answer
18	4.4.8.1 C	30	10% of the contract price will be paid upon completion of all initial training. What happens if NJSP does not send all of their candidates to training prior to aircraft delivery?	The NJSP intends to send all candidates for training prior to delivery of the first two helicopters.
19		Attachment	Overall price estimating question: After submittal, what is the approximate review time and anticipated contract date? If you're not able to provide this date, could the State provide a "no later than" contract date.	The State cannot provide a "no later than" contract date. Please also refer to Item 3 on the front page of the pricing sheet.
20	5	Attachment	Capacity – Please confirm that this typo was meant to state 3200 lbs. as was specified in par. 1.1 (purpose and intent) page 4 of the RFP.	The correct useful load will be 3,200 pounds.
21	5	Attachment	Speed Endurance Setting for a speed substantially less than NJSP experiences today (120 knots) seems like a step backward. Is this 120 number correct?	The speed and endurance of not less than 120 knots is correct.

#	Page #	RFP Section Reference	Question	Answer
22	9	Attachment	<p>Define: "Lifting and hovering with dead weight".</p> <p>"Lifting and hovering with no passengers"</p> <p>"Lifting and hovering fully loaded with passengers"</p> <p>"Lifting capability on one engine"</p>	<p>Lifting with dead weight will not be accomplished unless there are no provisions in the helicopter for passenger seating.</p> <p>Lifting with no passengers will not be accomplished.</p> <p>Lifting fully loaded with passengers will be accomplished, if practical.</p> <p>Can the bidder's helicopter hover and/or lift with one engine inoperative.</p>
23	4	1.1	<p>In section 1.1 you state that the helicopter "with a useful load of at least 3200 pounds". In which configuration is the useful load calculated?</p> <ol style="list-style-type: none"> <li>Is it the EMS/Medevac configuration?</li> <li>Is it the SAR configuration?</li> <li>Is it the Airborne Law Enforcement Configuration?</li> <li>Is it the VIP transport configuration?</li> </ol>	<p>The 3200 pounds useful load is after the heaviest configuration which is likely EMS/Medevac configuration.</p>
24	12	3.1.3	<p>In section 3.1.3 the requirement states "all required advanced life support equipment for patient treatment and resuscitation." Can you provide a list of the advanced life support equipment that must be supported in the EMD operational role?</p>	<p>See attached excel spreadsheet (NorthStar, Medical Equipment Weight (in lbs).</p>
25	13	3.1.23	<p>What is the make and model of the portable 800 MHZ radio?</p>	<p>At this moment, the portable unit is a Motorola MTS2000.</p>

#	Page #	RFP Section Reference	Question	Answer
26	14	3.3.6	In section 3.3.6 NJSP specified a searchlight with "Auto Stow". In section 3.3.38 NJSP specifies an "SX-16 IFCO". Which is the higher priority of the two requirements, Auto-Stow or SX-16 IFCO?	There are two specific requirements for these search lights: <ol style="list-style-type: none"> <li>1. One is a standard search light that stows under the belly of the aircraft with auto-stow functions.</li> <li>2. The SX16 is a stand alone high-power non-stowable police type of search light. These are tow separate and distinct lights.</li> </ol>
27	16	3.3.30	In section 3.3.30 the requirement specifies a Wulfsberg Flexcomm Radio System that must "interface with the state police 800 MHZ system". Can the NJSP provide specific details pertaining to modulation, trunking, and encryption requirements for the Flexcomm Ratio System that is to be interfaced with the state police 800 MHZ system?	Answer will be provided at the Mandatory pre-bid conference on May 12, 2008.
28	16	3.3.31	In section 3.3.31 an Outerlink System is to be provided by the NJSP. Can the NJSP define exactly what portions of the Outerlink System (i.e. Antenna, Unit) they intend to provide as customer furnished equipment?	The only item the state will furnish will be the "Black Box". Antennas, wiring and mountings will be provided by the vendors.
29	17	3.3.40	In section 3.3.40 NJSP refers to a paperless cockpit. Please provide a thorough and detailed definition.	An example would be Universal's UCDs or Garmin's GMX 200 that require subscriptions from Jeppesen and eliminate the need to have paper charts and maps in the cockpit. These displays usually take the place of the chart holders.

#	Page #	RFP Section Reference	Question	Answer
30	21	3.8.1	In section 3.8.1 what is meant by "Ancillary Costs"?	Ancillary costs are any additional costs for which the State would be responsible during the warranty period such as courier service, storage or handling costs or other unanticipated fees related to warranty work.
31	22	3.9.10	In section 3.9.10 what is meant by "Complete Blueprints"?	Complete blueprints of any installed equipment or systems that can not be identified in the standard Illustrated Parts Manual (IPM) needs to be furnished so that in the event of a system or part breakage or replacement, the State has a way to identify to the manufacturer the part that is needed. Also, the State needs the ability to have a way to determine the installation method for these systems or equipment so that each can be maintained according to FAA standards.
32	25	3.11	In reference to section 3.11 Agusta Aerospace Corporation does not consider student travel, per diem and lodging costs to be training costs. Does the NJSP intend costs related to travel training per diem and lodging costs to be included as part of the training requirement at no additional cost to the State?	Student Travel, Per Diem and Lodging costs will be the responsibility of the State.
33	25	3.11.1	In section 3.11.1 what does "and any other training as may be required" mean?	Any other training as may be required means that the systems and equipment that have been installed on the helicopter and can not be addressed with initial training will need to have specialized training given to the State prior to the helicopter entering service. Examples would be the hoist system, infrared camera system, litter loading, fast-rope deployment, these types of training activities. The State does not want to learn how to operate the systems on a

#	Page #	RFP Section Reference	Question	Answer
				“touch and feel” or “learn as you go” basis. Since each bidder will have to be familiar with the systems that have been installed to make certain that each functions correctly, the State requires that same level of knowledge prior to the delivery. Preferably, the State would like this information covered in the helicopter’s initial training.
34	34	6.2.6 and 6.2.7	With reference to section 6.2.6 and 6.2.7 will aircraft have to e configured mission specific in order to perform the testing and evaluation?	The State recognizes that the helicopter described in the RFP is a custom-built helicopter. For flight testing and evaluation purposes, the State is asking for a representative helicopter (corresponding to the make and model bid), not a mission specific helicopter unless the bidder has access to a helicopter that more closely resembles what the State’s RFP describes. This is the reasoning for section 4.4.4.3 Helicopter Technical Submittals of the RFP. These documents will be the only mechanism for the bidder to show and explain their proposed layout to the State unless the bidder already has a helicopter for review that meets the requirements of the RFP.

**PART 2**  
**HELICOPTERS – NEW JESSEY STATE POLICE MEDEVAC/AIRBORNE LAW ENFORCEMENT**  
**Bid Number 09-X-39917**

**Additions, Deletions, Clarifications and Modifications to the RFP**

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
1	5	Attachment	“The helicopter useful load <u>is changed to read 3200 pounds</u> or greater in standard configuration”.



# State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PURCHASE BUREAU  
P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE  
*Governor*

R. DAVID ROUSSEAU  
*State Treasurer*

April 22, 2008

To: All Interested Bidders

**Re: RFP # 09-X-39917  
HELICOPTERS – NEW JERSEY STATE POLICE MEDEVAC/AIRBORNE LAW ENFORCEMENT**

Bid Due Date: **May 23, 2008 (2:00 p.m.)**

### ADDENDUM #4

The following constitutes Addendum #4 to the above referenced solicitation.

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.

### **HELICOPTERS – NEW JERSEY STATE POLICE MEDEVAC/AIRBORNE LAW ENFORCEMENT Bid Number 09-X-39917**

#### Additions, Deletions, Clarifications and Modifications to the RFP

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
1		Front Page	<b>IMPORTANT: Please note that the Mandatory Pre-Bid Conference for Helicopters (RFP #09-x-39917) will be held on May 12, 2008 at The NJ Division of Purchase &amp; Property, Purchase Bureau, 33 West State Street, 9<sup>th</sup> Floor Bid Room, Trenton, NJ 08625, starting at 10 AM.</b>



# State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PURCHASE BUREAU  
P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE  
Governor

R. DAVID ROUSSEAU  
State Treasurer

May 14, 2008

To: All Interested Bidders

**Re: RFP # 09-X-39917  
HELICOPTERS – NEW JERSEY STATE POLICE MEDEVAC/AIRBORNE LAW ENFORCEMENT**

Bid Due Date: **June 12, 2008 (2:00 p.m.)**

### ADDENDUM #5

The following constitutes Addendum #5 to the above referenced solicitation.

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.

### **HELICOPTERS – NEW JERSEY STATE POLICE MEDEVAC/AIRBORNE LAW ENFORCEMENT Bid Number 09-X-39917**

#### Additions, Deletions, Clarifications and Modifications to the RFP

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
1	12	3.1.3	RFP specifies a "two (2) person medical crew". Changed to read a "three (3) person medical crew". The remaining requirements stated in this section of the RFP remain unchanged.
2	16	3.3.28	Changed to read as follows: "One (1) Artex Emergency Locator Transmitter ELT-110-406 HM NAV or equivalent, coupled to GPS for position information".
3	16	3.3.30	The following is added to this section: "The Flexcomm must be capable of receiving and transmitting on Low Band FM, VHF FM, UHF FM, with PL and DPL tones". See attached Addition #1 for system requirements.
4	17	3.3.39	The following is added to this section of the RFP: "Digital recording capability, such as an Avalex AVR 81XX series recorder, with the ability to record a minimum of six (6) hours of video footage shall be installed and coupled to the triple sensor imaging system. The triple sensor imaging system shall have performance capabilities, at a minimum, of the FLIR System StarSAFIRE HD. In addition, the system shall have an auto target tracker and laser pointer. A quick disconnect mount system for the camera ball is preferred".



#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
5	19	3.4.12	The following is added to this section of the RFP: "The LifePort litter system is preferred".
6	4	Attachment-Bidders Data Sheet	Minimum Operational Requirement; the following is deleted: "with counter-clockwise rotating main rotor in forward flight".
7	5	Attachment-Bidders Data Sheet	Speed/Endurance; the following is added: b) VNE restrictions with optional equipment installed: YES_____ NO_____ If yes, new VNE limitations _____
8	16	3.3.30	See Addition #1 for further details on Radio Frequency.

**IMPORTANT: The bid opening date is changed from  
May 23, 2008 to June 12, 2008.**



# State of New Jersey

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P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE  
*Governor*

R. DAVID ROUSSEAU  
*State Treasurer*

May 19, 2008

To: All Interested Bidders

**Re: RFP # 09-X-39917  
HELICOPTERS – NEW JERSEY STATE POLICE MEDEVAC/AIRBORNE LAW ENFORCEMENT**

Bid Due Date: **May 23, 2008** (2:00 p.m.)  
Revised to: **June 12, 2008**

### ADDENDUM #6

The following constitutes Addendum #6 to the above referenced solicitation.

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.

### **HELICOPTERS – NEW JERSEY STATE POLICE MEDEVAC/AIRBORNE LAW ENFORCEMENT Bid Number 09-X-39917**

#### Additions, Deletions, Clarifications and Modifications to the RFP

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
1		Front Page	<b>IMPORTANT: Please note that the Bid opening date has been changed from May 23, 2008 to June 12, 2008.</b>