

Date: July 8, 2025

To: Prospective Vendors

Re: RFP # 14-2025 R44 Helicopter Lease

Sealed proposals will be received in the college Business Office located on the 10th floor of the Bailey Center, until 1:00pm CST, July 22, 2025. Sealed proposals will be publicly opened and read in the Bailey Center 10th floor conference room. Please be aware that Hanceville is a rural area and delivery of proposals by carriers is not guaranteed by 1:00pm.

Please see specifications for complete information on items requested. If you are unable to furnish an item as specified and desire to offer a substitute, give full description of the item. Attachment hereto is a part of the proposal and must be signed by the vendor. No prices shall include State or Federal Excise Taxes. No errors will be corrected after proposals are opened. All proposals must be legible, pencil not acceptable. FAX proposals are not allowed. All vendors must use our form and show on the envelope THIS IS A SEALED PROPOSAL. The original proposal must be submitted. You may keep a copy for your files.

The College reserves the right to accept or reject all proposals, or any portion thereof. If you have any questions, please contact Mckenna Denney at mckenna.denney@wallacestate.edu.

Sheena Martan

Sheena Maxcy Chief Financial Officer

SECTION I: PURPOSE OF RFP

The purpose of this Invitation for Proposals (IFP), per the scope of services listed below, is to seek a company to provide a rental R44 Helicopter for Wallace State's Aviation Program. The aircraft will be used in all helicopter training courses offered, i.e. private, instrument, commercial, CFI, CFII. Additionally, it will be utilized for check flights for initial and annual Part-141 recurrent flights for instructors that will/are conducting training in the aircraft.

Proposals will be evaluated based on the following criteria:

- 1. Quality of Aircraft: we will be evaluating proposals based on the aircraft submitted for rent.
- 2. Cost: cost of the hourly lease price

SECTION II: SCOPE OF SERVICES

The selected firm will be responsible for providing the following for the aircraft submitted for rent:

- 1. The lessor shall pay for the overhaul reserve and the cost of parts for Airworthiness Directives (ADs).
- 2. Aircraft must be equipped as an IFR trainer.
- 3. Aircraft paint and interior should be at least a 7 out of 10.
- 4. Having the aircraft available for rent for use at school/recruiting functions.

The College would be responsible for the following for the provided aircraft:

- 1. The lessee shall pay for fuel.
- 2. The lessee shall pay for scheduled and unscheduled maintenance. Maintenance will be performed by Tennessee Valley Aviation Services located at Cullman Regional Airport (KCMD), with the option for the lessee to use another vendor for maintenance if needed.
- 3. The lessee shall pay for the insurance of the aircraft.

SECTION III: PROPOSAL REQUIREMENTS:

The proposal should include the following:

- 1. A timeline for when the aircraft will be available for rent.
- 2. Any additional information deemed important in assessing your companies' ability to provide the services requested.
- 3. The following table filled out with the appropriate information:

Flight Hobbs Hourly Lease Price without monthly minimum:	\$
Flight Hobbs Hourly Lease Price with monthly minimum of:	\$
Instrument Flight Rules (IFR): please answer yes or no	
Model Year:	
Remaining Time Between Overhauls (TBO):	

SECTION IV: PROPOSAL SUBMISSION:

Wallace State Community College will select based on completeness and clarity of the proposal, understanding of the scope of work, references, fees, and other factors which in the judgment of Wallace State Community College staff might have an impact to the provider's ability to provide services to Wallace State Community College. In order to submit a response, Responders must read and follow all instructions, terms, conditions, and specifications of this RFP.

- Responses must be received by July 22, 2025, by 1:00 p.m. (CST) at: Wallace State Community College Attention: Sheena Maxcy, CFO 801 Main Street, NW Hanceville, AL 35077 PO Box 2000 (35077-2000) Late responses will not be accepted.
- Responses may be submitted or delivered by regular mail or postal service, express or courier service, or hand delivery within a single, sealed envelope or package, where the outside clearly identifies the Vendor Name, Sealed RFP # 14-2025 R44 Helicopter Lease, and Deadline to Respond of July 22, 2025, at 1:00 p.m. Central Standard Time. Email and faxed responses are not accepted.
- 3. It is the proposer's sole responsibility to ensure delivery in the Fiscal Office by the deadline. Wallace State Community College does not accept late responses for any reason including those due to postal or courier service delay.
- 4. Wallace State Community College requires an original exact copy of the signed response to include any required addendum(s) and documentation.
- 5. An authorized officer of the proposer must sign all proposals in ink and obtain proper notarization; failure to do so will result in rejection of response.
- 6. Any further information or interpretation of the services requested must be submitted to Mckenna Denney at mckenna.denney@wallacestate.edu.

SECTION V: PROPOSER'S RESPONSIBILITY

A proposer, by submitting a Proposal, represents and understands that:

- 1. The proposer is familiar with the conditions under which the services defined in this RFP must be performed. The proposer possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the College; and
- 2. The proposer shall be solely responsible for all services provided. It is the responsibility of the proposer to verify the completeness of the requirement and its suitability to provide the services described in this RFP.

SECTION VI: GENERAL TERMS

- 1. All responses become a matter of public record at award. The College accepts no responsibility for maintaining confidentiality of any information submitted with a response whether labeled confidential or not.
- 2. Wallace State Community College reserves the right to reject any or all responses and to waive informalities in the best interest of the College. Wallace State Community College reserves the right to not make any awards and re-issue this RFP at any time if it serves the College's best interest.
- 3. The successful proposer shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance of the requested work or service.
- 4. The vendor to which this proposal is awarded, shall be required to complete a State of Alabama Disclosure Statement. Alabama Act# 2025-35 requires the disclosure statement to be completed and filed only from the person awarded the contract and shall be submitted by that person within 30 days of the award.
- 5. All selected vendors are required to complete the Alabama Immigration Law Compliance documents and IRS Form W-9.
- 6. Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your response. To enroll in the E-verify program visit <u>https://www.e-verify.gov/myeverify</u>.
- 7. Wallace State Community College reserves the right, for its convenience and without cause or penalty, to terminate any contract for services at any time with 30 days written notice. This provision may not be changed by subsequent contract.
- 8. Notwithstanding any other provision in this RFP, the proposing vendors acknowledge and agree that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended by Amendment No. 26.
- 9. RFP prices are not to include tax. Tax exemption certificate furnished upon request.
- 10. All RFP must be notarized.
- 11. RFP prices are to remain in effect from award date July 22, 2025 through July 21, 2026. The contract is for one year and may be extended for a period of two additional years if no changes are made in the specifications and/or pricing by the vendor. College and the vendor must agree in writing for the contract extension.
- 12. Items to be delivered to Cullman Regional Airport (KCMD), 231 County Road 1360 Vinemont, AL 35179.
- 13. Any contract resulting from an award in connection with this RFP shall include the following terms:
 - a. This agreement shall be governed and construed in accordance with the laws of the State of Alabama without giving effect to any choice or conflict of laws, provisions, or rules (whether of the State of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Alabama.
 - b. It is further agreed that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26.

- c. If any provision of this agreement shall contravene any statute or constitutional provision, either now in effect or which may be enacted during the term of this agreement, then the conflicting provision of this agreement shall be deemed null and void.
- d. Contractor understands, acknowledges, and agrees that its sole and exclusive remedy for any claim which may arise from or relate to this agreement is to file a claim with the Board of Adjustment of the State of Alabama.
- e. By signing this agreement, the parties affirm, for the duration of this agreement, that they will not violate federal immigration law or knowingly employ, hire, for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this agreement and shall be responsible for all damages resulting there from.
- f. This agreement constitutes the sole and entire agreement of the parties to this agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, negotiations, and agreements, both oral and written, with respect to such subject matter.
- g. In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.
- h. In accordance with Alabama Act 2023-409, the contractor does hereby verify that, without violating controlling law or regulation, it does not and will not, during the term of the contract, engage in economic boycotts.
- i. This agreement may be executed in counterparts, each of which shall be deemed and original, but all of which together shall be deemed to be one and the same agreement.
- j. The Contractor shall provide all materials, supplies, workspace, personnel, and equipment that it deems necessary to perform the services provided for herein.
- k. The relationship between the parties is that of independent contractors. Nothing contained herein shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

PROPOSAL

All pages of this RFP must be submitted in a sealed envelope addressed to:

Mailing Address: Sheena Maxcy, CFO Wallace State Community College PO Box 2000 Hanceville, AL 35077

Mark the outside of the envelope as follows: Sealed **RFP # 14-2025 R44 Helicopter Lease** Due Date: July 22, 2025 Time: 1:00PM Physical Address: Sheena Maxcy, CFO Wallace State Community College 801 Main Street NW Hanceville, AL 35077

RFP will be received by the Business Office until the above date and time, then publicly opened and read aloud. No decision will be made at public opening.

RFP Certification:

With my signature I hereby affirm that I have complied with the proposal procedures as described in this RFP announcement and also affirm that I have not been in collusion with any other vendor or prospective vendor to restrain or otherwise avoid the competitive process.

Authorized Signature of Vendor	Company Name
Typed Name and Title of Vendor	DBA Name (if applicable)
E-mail Address	Address
Phone Number	City/State/Zip
NOT VALID UNLESS NOTARIZED	
Sworn and subscribed before me this	day of 20
Notary Signature For report purpose only: Please check if minori	