## ORIGINAL

The Airbus Helicopters EC120B Helicopter in Service with...


City of San Antonio Police Department

Ms. Angela Alonso-Smith
City of San Antonio
Purchasing and General Services Deparment
City Clerk's Office
100 Maluary Plaza
$2^{\text {bid }}$ Floor, City Hall
San Antonio, TX 78205
Dear Ms. Alonso-Smith.
On behalf of Arbus Melicopters, Inc (AHD), I am pleased to present our response to the City of San Antowio for your maitation for Bid (FB), Solicitation \# 6100005961 for one ( 1 ) single-engine turbinepowered helicopter. We appreciate the opportunity to participate in the City of San Antonio's IFR Process, and we look forward te working with yon on this project. As you probably already know, Aubus Hellcopters is already a prow pariner with the City of San Antono, since the San Antomo Police Department is cumrently operating two (2) ECi20B heicopters and one (1) AS350B3 helicopter to pettorm all of the Police Depanment's important missions.

The Airbus Helicopters EC120B is the most adwanced light single engine helicopter avallable on the market today. Since its motuction in 1998, the EC120B has set the standard for modern techmology and safety. Modern techoologies inchude extensive use of composite materials for strength and light weight, the glass panel Vehmele and Eagige Muthifunction Display (VEMD) which reduces pilot workload by minimizing the number of hight instruments, and the enclosed FenestronQ tail rotor system whath nocreases safety on the ground while signtreantly reducing the helicopter's noise signature. With safety features inchoding energy-attemating crew and passenger seats, crash-resistanif fuel system, and hydraulically-boosted 型ght controls, the EC120B keeps fight crews and passengers safe whale performing crincal Law Enforeenent missions.

Airbus Helicopters products hawe become the Law Enforcement helicopters-of-choice, with $56 \%$ of all Law Eaforcement new helicopter deliveries over he past 10 years. Additionally, more ECI20B helwcopters hawe been defvered to U.S Law Enforcement agencies than any light single-engine futbine helicopter in the past 10 years. Law Entorcement operators have embraced the EC 20 B helicopter due to its ability to conduct a wide vancty of Law Enforcement patrol missions while keeping operating and maintenance costs low. The ease of maintenance and low mantenance requirements keep the EC120B mission ready, which maximizes avaiululity to support officers on the ground.

In addition to the EC120B's proven record, Aituas Helicopters also prides itself on providing exemplary customer support. Our contimed investments an technical services, spare parts inventory, and hraning are some examples.

We look forward to working with fhe City of San Antonio as you move forward with your helicopter acquisition process. Ont helicopters are selected more often than any competitors to pronide safe, reliable service to Law Enforcement agencies nationwide. We truly believe that the City of San Antonio will benefit from the proven success of oux aircraf as you look to meet the current and fuure needs of the City of San Antomo Police Deparment.

Sincerely,
Christie White-Mags
Christie White-Mays
Manager Contract Administration
Airbus Helicopters, me
Phone: (972) 641-3455

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## Section A - Response to Proposal Requirements



## Invitation for Bid - Solicitation $\mathbf{N}^{\mathbf{0}}$ : 6100005961

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# CITY OF SAN ANTONIO <br> PURCHASING AND GENERAL SERVICES DEPARTMENT 

FORMAL INVITATION FOR BID ("IFB") NO.: 6100005961
SAPD SINGLE ENGINE TURBINE HELICOPTER PURCHASE

Date Issued: MAY 20, 2015

## BIDS MUST BE RECEIVED NO LATER THAN:

 2:00 PM CENTRAL TIME, JUNE 12, 2015Bids may be submitted ty any of the following manans: Electronic submission through the Portal Hard copy in person or by mail

Address for hard copy responses:

| Phystoal Adoress: |  |
| :---: | :---: |
| Cily Clents Office | City Cierk's Ofice |
| 100 Mintary Plaza | P.O. E0x 839966 |
| $2^{\text {xd }}$ Floor, Cily Hall | San Artomio, Texas 70283-3966 |
| San Antonio, Texas 78205 |  |

For Hard Copy Submissions, Mark Envelope
"SAPD SNGIE ENGINE TURBINE HELICOPTER*
Bid Dute Date 200 p.m., CT, JNE 12,2015
Bid No. 6100005961
Eidder's Name and Address
Bid Bond: NO Performance Bond: NO Payment Bond: NO Other NO
See Supplemental Tems \& Conditions for information on these requirements
Affimative Procurement mitative: NO DSE / ACDPE Requirements: NO
See Insiructions for Bidders and Attachments sections for more infomation on these requirements. Pre-
Submital Conference* YES

* If YES, the Pre-Submital conference will be held on MAY 28.2015 at 200 P. W.GT a PURCHASING DEPARTMENT CONFERENCE ROOM, 111 SOLEDAD, SUITE 1100 , SAN ANTONTO, DX 78205

Staff Contact Person: ANGELA ALONSO-SMTH, PROCUREMENT SPECALIST II, P.O. Box 839966, San Antonio, TX 78283-3960.
Emal: ANGELA.ALONSO-SNITH@SANANTONIO.GOV
SBEDA Contact Information: 210-207-0071, DavidRodriquez, at Davif Rodriquez3osanantoniogov,

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## 002 - Table of Contents

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Understood.

## [BLANK]

## 003 - Instructions for Bidders

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## 003- MSTRUCTIONS FOR BIDDERS

## Submission of Bids.

Submission of Hard Copy Bids. Submit one original bid, signed in ink, and two copies of the bid enclosed in a sealed envelope addressed to the City Clerk at the address and by the due date provided on the Cover Page. The name and address of Bidder, the date and hour of the bid opening, bid number and the of the bid solicitation shall be marked on the outside of the envelope(s). All times stated berein are Central Time. Any bid or modification received after the time and date stated on the Cover Page shall be rejected.

Submission of Electranic Bids. Submit one bid electronically by the due date provided on the Cover Page. All times stated herein are Central Tme. Any bid or modification received after the time and date stated on the Cover Page shall be rejected. All foms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically-

Bids sent to Cify by facsimie or emain shat be rejected.
Modified Bids. Bids may be modified provided such modifications are received prior to the fime and date set for submission of bids, and submitted in the same manner as original bids. For hard copy bids, provide a cover tetter with the bid, indicating it is a modified bid and that he Original bid is being withdrawn. For electronic bids, a modilied bid will automatically replace a prior bid subnission. See below for information on submitting Altemate Bids.

Cify shall not be responsible for lost or misdirected bids or modifications.
Bidders must sign the Signature Page on hard copy bids and return the IFB document to City. For electronic bids, Bidder's electronic submissim, with accompanying affirmations, constitutes a binding signature for all purposes.

Bidders are cautioned that they are responsible for the security of their log on 1D and password, since unauthorized use could result in Bidder's being held flable for the submission.

Cerfified Vendor Registration Fomm. If Bidder has not completed City's Certified Vendor Registration (CVR) Fom, Bidder is required to do so prior to the due date for submission of bids. The CVR form may be accessed at: htp://www.sanantoniogov/purchasingl. Bidders must identily the correct name of the entity that will be providing the goods and/or services under the contract No nicknames, abbreviations (unless part of the legal tite), shortened or shorthand names will be accepted in place of the full, true and correct legal name of the entity.

Alfenate Bids. Altemate bids may be allowed at the sole discretion of City.
Hard Copy Alternate Bids. Alternate bids must be submitted in separate sealed envelopes in the same mamer as submission of other bids. Altemate bids must be marked consecutively on the envelope as Attemate Bid No. 1, 2. etc. Falure to submif altemate bids in separate envelopes may result in rejection of a bid.

Electronic Alternate Bids Submited Through the Portal. All altemate bids are recorded with original bids when submitted electronically.

## Catalog Pricing (This section applies to bids using catalog pricing.)

The bid will be based on manuacturer's laiest dated price list(s). Said price fist(s) must denote the manufacturer, latest effective date and price schedule.

Bidders shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which a bid is submitted. Bidder shall provide said catalog at the time of submission of its bid. Aanufacturers' catalogs may be submitted in any of the following formats: paper copy or CD ROM for bids submitted on paper, or PDF file for bids submitted electronically.

Bidders may submil price lists other than the manufacturer's price list. Said price list(s) must denote the company name, effective date and price schedule. These price lists are subject to approval of City Punchasing $\%$ General Services Department.

## Understood.

Specified items identified herein, if any, are for overall bid evaluation and represent the commonly and most used dems. Net prices entered for hose specified items must reflect the actual price derived from quoted price fist less all discounts offered.

Restrictions on Communication.
Bidders are prohibited from communicating with: 1) elected City officials and their staff regarding the IFB or bids from the time the IFB has been released until the contract is posted as a City Conncil agenda item; and 2) City employees from the time the IFB has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the IFB andfor bid submitted by Bidder. Viotation of this provision by Bidder and/or its agent may lead to disqualification of Bidder's bid from consideration.

Exceptions to the restrictions on communication with City employees inctude:
Bidders may ask verbal questions conceming this IFB at the Pre-Submital Conference.
Bidders may submit written questions, or objections to specifications, concerning this IFB to the Staff Contact Person fisted on the Cover Page on or before 7 calendar days prior to the date bids are due. Ouestions received atter the stated deadine will not be answered. Questions submitted and City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

Bidders may provide responses to questions asked of them by the Staff Contact Person after bids are received and opened. The Staff Contact Person may request clanfication to assist in evaluating Bidder's response. The information provided is not intended to change the bid response in any fashion. Such additional information must be provided within two business days from citys request.

Bidders andor their agents are encouraged to contact the Small Business Office of the international and Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy andor completion of the SBEDA form(s), if any. The point of contact is identified on the Cover Page. Contacting the Small Business Office regarding this IFB after the bid due date is not permitted. If this solicitation contains Affimative Procurement fritiatives, it will be noted on the Cover Page.

If this solicitation contains DBE/ACDBE requirements, bidders andor their agents may contact the Aviation Department's DBEACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the required form(s). Point of contact is Ms. Lisa Brice, who may be reached via telephone at (210) 207-3505 or through e-mall at lisa.bice@sanantoniogov. Bidders andor their agents may contact Ms. Brice at any fime prior to the due date for submission of bids. Contacting her or her office regarding this $H F B$ after the bid due date is not permitted. It this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

## Pre-Submittal Conference.

If a Pre-Submitial Conference is scheduled, it will be held at the time and place noted on the Cover Page. Bidders are encouraged to prepare and submit their questions in witng in advance of the Pre-Submital Conference in order to expedite the proceedings. City's responses to questions recenved prior to the conference may be distributed at the PreSubmital Conference and posted with this solicitation. Attendance at the Pre-Subnittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. Call the Staff Contact Person for infomation on the location of the wheelchair accessible entrance, or to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For ofher assistance, call (210) 207-7245 Voice/TY.

Any oral response given at the Pre-Submiftal Conference that is not confimed in witing and posted with this solicitation shall not be official or binding on the City.

## Changes to IFB.

Changes to this IFB made prior to bid opening shall be made directly to the onginal IFB. Changes are captured by creating a replacement version each time the JFB is changed. It is Bidders responsibility to check for new versions Understocd.
untii the bid due date. City will assume that all bids received are based on the final version of the frb as it exists on the day bids are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the FFB.

## Preparation of Bids.

All information required by the IFB must be furnished or the bid may be deemed non-responsive and rejected. Any ambiguity in the bid as a result of omission, error, uninteligible or lllegible wording shall be construed in the favor of city

Correct Legal Name If Bidder is found to have incorrectly or incompletely stated the name of the entity that will provide goods and/or services, the bid may be rejected.

Line flem Bids. Any bid that is considered for award by each unit or hine item, must include a price for each unit or line fem for which Bidder wishes to be considered. All bids are awarded on the basis of low line item, tow fotal line fems, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" bid in the Supplemental Terms \& Conditions.

Alf of None Bids. Any bid that is considered for award on an "all or none" basis must include a price for all units or line items. In an "All or None" bid, a unit price left blank shall resutit in the bid being deemed nonresponsive and disqualified from consideration. An "All or None" bid is one in which Cly will award the entire contract to one bidder only.

Delivery Dates: Proposed delivery dates must be shown in the bid form where required and shall include weekends and holidays, untess specified otherwise in this IFB. Proposed delivery times must be specific. Phrases such as "as required", "as soon as possible" or "prompt" may restut in disqualification of the bid. Special delivery instructions, if any, may be found in the Specifications / Scope of Services section of this document, or in the Purchase Order.

Tax Exemption. The City of San Antonio is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. Bidders must not include such taxes in bid prices. An exemption certricate will be signed by city where applicable upon request by Bidder after contract award.

Description of Supplies.
Any brand names, catalog or manufacurer's reference used in describng an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate quality and capablity desired

Bids submited for comparable tems must clearly identify the proposed product, model, and type, as applicable, and shall include manufacturer specincation sheet(s) for each proposed item with bid response. Product specifications shall be the most current available and be sufficiently detailed and descriptive so as to permit city to determine the item's suitability and compliance with bid specifications. City shall be the sole judge of equality and sutability of comparable items.

Pro-rata adjustments to packaging and pricing may be aliowed at the sole discretion of City-
Samples, Demonstrations and Pre-award Testina. If requested by City, Bidder shall provide product samples, demonstrations, and/or testing of items bid to ensure complance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within 7 calendar days of City's request. Failure to comply with City's request may result in rejection of a bid. At samples fincluding return thereof), demonstrations, and/or testing shall be at Bidder's expense. Samples will be returned upon witten request. Requests for return of samples must be made in witing at the time the samples are provided. Otherwise, samples will become property of City at no cost to City. Samples that are consumed or destroved during demonstrations or testing will not be returned.

## Estimated Quantities for Annual Contracts.

Designation as an "annual" contract is found in the contract's title on the Cover Page of this document. The quantities stated are estimates only and are in no way binding upon City. Estimated quantities are used for the purpose of evaluation. City may increase or decrease quandities as needed. Where a contract is awarded on a unit price basis, payment shall be based on the actual quantities suppled.

## Understood.

Bidders shal thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.

Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, or conditions and sitesflocations for providing goods and services as required by this IFB. No plea of ignorance by Bidder will be accepted as a basis for varying the requirements of City or the compensation to Bidder.

Confidential or Propnetary ntormation. All bids become the property of the Cily upon receipt and will not be retumed. Any information deemed to be contidential by Bidder should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public information Act, since information deemed to be confidential by Bidder may not be considered confidential under Texas law, or pursuant to a Court order. Note that pursuant to state law, bids are opened publicly and read aloud. In addition, bids are tabulated and posted to the City's website, so shall not be considered proprietary or contidential.

## Interlocal Participation.

Chy may engage in cooperative purchasing with other governmental entities or governmental cooperatives (Entity" or "Entites") to enhance City's purchasing power. At City's sole discretion and option, Cily may inform other Entifies that they may acquite ifems listed in this IFB. If this contract will be subject to cooperative purchasing, such fact will be indicated in the Supplemental Terms and Conditions portion of this IFS. Such acquisition(s) shall be at the prices stated in the bid, and shall be subject to Bidder's acceptance. Entities desining to acquire bems listed in this IFB shall be listed on a rider attached hereto, if known at the time of issuance of the IFB. City may issue subsequent riders after contract award setting forth additional Enfities desing to tulize this bid.

Bidder must sign and submit the rider, if aitached to this IFB, with its bid, indicating whether Bidder wishes to allow other Entities to use its bid. Bidder shall sign and retum any subsequently issued riders within ten calendar days of receipt. Bidder's decision on whether to allow other Entities to use the bid shall not be a factor in awarding this IFB.

Costs of Bidding. Bidder shall bear any and all costs that are associated with the preparation of the Bid, attendance at the Pre-Subnital Conference, if any, or during any phase of the selection process.

## Rejection of Bids.

City may reject any and bhbids, in whole or in part, cancel the FFB and reissue the solicitation cry may reject a bid if:
Bidder misstates or conceals any material fact in the bid; or
The bid does not strictly conform to law or the requirements of the solicitation;
The bid is conditionat, ar
Any other reason that would lead City to believe that the bid is non-responsive or Bidder is not responsible.
Ciy, in its sole discretion, may also wave any minor infomalties or iregularies in any bid, such as faiture to summit sufficient bid copies, fante to submit herature or similar atfachments, or business affilition momation.

Vamances and Exceptions bid Terms. In order to comply with State taw, bidders must sumulits on the same material terms and conditions. Bids that contain material variances or exceptions to the terms and conditions, including additional terms and conditions, will be rejected.

Changes to Bid Form. Bids must be submited on the forms furnished. Bids that change the format or content of City's IFB will be rejected.

Wthdrawal of Bids. Bids may be withdrawn prior to the fime set for the bid opening. Written notice of withorawat shall be provided to the City Clerk for bids submitted in hard copy. Bids stbmited electronically may be withorawn electronically.

Bid Opening Bids will be opened publicty and read aloud at $2: 30$ p.m. Central Time on the day the bids are due. Bid openings are hed at Purchasing \& General Services, Riverview Jower, 11 Floor, 111 Soledad, Sute 1100 , San Antonio. Texas 78205.

## Understood.

## Evaluation and Award of Contract.

Per Section $\$ 252.043$ of the Texas Local Government Code, the contract will be awarded to the lowest responsible bidder. The Purchasing Division evaluates bids for responsiveness and the responsibinity of the bidder, and makes a recommendation to the Cly Council. The City Council makes the final determination regarding award.

Cily reserves the night to make an award on the basis of low line item, how total fine items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" bid in the Supplemental Term\& Conditions.

A writen award of acceptance (manifested by a City Ordinance) and Purchase Order furnished to Bidder results in a binding contract withost futher action by either party. Vendor must have the Purchase Order before making any delivery.

City reserves the right to utidize historical usage data as a basis for evaluation of bids when future usages are unable to be determined.

Breaking of fe bids shall be in accordance with the Texas Local Govemment Code $\$ 271.901$.
City reserves the right to delete fems prior to the awarding of the confract, and purchase said tems by other means.

## Inspection of Facilitiesf Equipment.

Depending on the nature of the $\operatorname{IFB}$, Bidders' facilties and equipment may be a determining factor in making the bid award. All bidders may be subject to inspection of their facilties and equipment.

Prospective bidders must prove beyond any doubt to City Purchasing Administrator that they are qualfied and capable of performing the contract's requirements.

## Prompt Payment Discount

Provided Bidder meets the requirements stated herein, City shall take Bidder's offered prompt payment discount into consideration. The evaluation will not be based on the discount percentage abone, but rather the net price as determined by applying the discount to the bid price, either per line item or total bid amount. However, Cify reserves the right to reject a discount it the percentage is too tow to be of value to City, all things considered. City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were mable to pay within the discount period. City may always reject the discount and pay within the 30 day period, at Cib's sole option.

City wili not consider discounts that provide fewer than 10 days to pay in order to receive the discount.
For example, payment terms of $2 \% 5$, Net 30 will NOT be considered in bid evaluations or in the payment of invoices. However, payment tems of $2 \% 10$, Net 30 will result in a two percent reduction in the bid price during bid evaluation, and City will take the $2 \%$ discount if the invoice is paid within the 10 day time period.

Tabutations. The Purchasing Division will post preliminary tabulations within 7 days of the advertised bid opening. The information on these tabulations will be posted for informational purposes onlys and will be posted as read during the bid opening. This tabulation is not a notice of award of the contract. All bids are subject to review for completeness, accuracy and compliance with the terms set forth in the bid documents.
Understood.

## Bid Protest Procedures.

Any bidder who is adversely affected in comection with the solicitation evaluation, or proposed award of a contract may fie a protest with the Director and appeal any adverse decision to the City Manager of the City of San Antonio.

Bidder must deliver a writen notice of protest to the Director within 7 calendar days of the posting of the intent to award. If Bidder does not fie a writen notice within this time, Bidder will have waived all rights to formally protest the intent to award. It is Bidder's responsibibity to check the Cily's website posting.

Debriefing. Debriefing of contract award is available upon request and after award of the Contract.
Prohibited Financial Interest The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those temn are cemed in the Ethics Code, from having a mancial interest in any contract with City or any

Cify agency such as City-owned ufities. An officer or employee has a "prohibited financial interest" in a contract with city or in the sale to City of land matenals, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, chid or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the far market value of the business entity, or a business entity in which any individual or entity above fisted is a subcontractor on a City contract, a partner or a parent or subsidiary business entily.

Conflict of Interest. Effective January 4, 2006, Chapter 176 of the Texas Local Govemment Code requires that persons, or their agents, who seek to contract for the safe or purchase of property, goods, or services with the Gity, shall 战e a completed conflict of interest questionnaiye with the City Clerk not later than the 7 th business day atter the date that the person: (1) begins contract discussions of negotiations with the City, or (2) submits to the City an application, response to a request for proposals or bids, corespondence, or another wring related to a potential agreement with the city. The conflict of interest questionnaire fom is available from the Texas Ethics Commission at www.ethics state fx us Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the Cily Clerk. If maing a compteted contict of interest questionnaire, mail 6 . Ontce of the City Clerk, P. Box 839966, San Antonto, TX 78283 3966. If delivering a completed confict of minerest questromaire, deliver to: Office of the City Clerk, City Hall, 2nd floof, 100 Military Plaza, San Antonio, TX 78205 ." Bidder shoud consuft its own legal advisor with questions regarding the staute or form. Do not include this form with your sealed bid. The Purchasing Divisian will not deliver the form to the city Clerk for you.

Understead.

## [BLANK]

City of San Antonio

## 004 - SPECIFICATIONS / SCOPE OF SERVICES

### 4.1 BACKGROUND:

The City of San Antonio is soliciting bids for the purchase of 1 new single engine turbine helicopter and training sessions in accordance with the specinications listed herein for the San Antonio Police Department ("SAPD"). The new helicopter rnodel will be added to the current fleet of two American Eurocopter models ECtz08. Bids of the same model or proven equals are acceptable. The Helicopter will be utizzed by the SAPD Helicopter Patrol Unit and will be operated in urban environments providing air support to uniformed, ield and coverf police units. Understood.

### 4.2 GENERALREQUIREMENTS:

4.21 Vendor shall provide one Single Engine Tubine Helicopter, with a minimum of 3 rotor blades and 4 seats with all standard equipment. Equipment shall be a brand new, manufachurer's latest design, a standard production model and manufactured within 6 months of delivery to City. All parts and components shall be installed new and unused. The helicopter is to be serviced in accordance with manufacturer's recommended pre-delivery checkist and ready for operation upon delvery and shall include all manufacturer's standard equipment unfess otherwise specified herein Understood.

422 Vendor shall provide all upgrades that are avalable at the time of delivery at no additional charge. Understood.
4.2.3 Prices quoted are FOB Destination, San Antonio Police Departmen Hangar at $111099^{\text {th }}$ Street, San Antonio, Texas, ether via an acceptance flight and return flight to San Antonio, Stinson Airport, by wo San Antonio Police Department Helicopter Detail members or freight truck as defermined by the San Antonio Police Helicopter Detail. Understood.

424 Delivery - All deliveries will be coordinated wilh San Antonio Police Deparment Helicopter Detail Supervisor. Understood.
4.1.1 Delivery must occur after January 1, 2016, but no later than January 31, 2016. City will not take early delivery. Time is of the essence in the performance of this contract. Understood. However, an order by the City must be received by July 31, 2015 in order to meet the delivery timeline. The City has requested the installation of numerous long-fead-time items on the helicopter (which are beyond the control of Airbus Helicopters), and these must be ordered in a timely manner.
4.25 Nothing in the following specifications shall be construed to restrich bidding. The Cixy desires competitive bidding. Where any brand or model is specified in this invitation, an "or equalt will be considered If a bid of "or equal" is submitted the bidder offering another brand or model shall bear the responsibility to prove its equality in the bid submitted and refer to the specifications list herein as a guide. The model rumber contained in this bid is for descriptive purposes only and is intended to reflect a level of quality and a capability desired. It is not intended to limit competition and Vendors are encouraged to submit bids on comparable models that posses the same quality and capability specined. All Bidders shall submit in the bid a copy of 004 Specifications/Scope of Work, Section 4.3 Product Specifications Per Helicopter, on pages $10-13$ herein. The Vendor shall indicate on each item specification number whether they are in Complance, "Equal quality" or Other for each specification requirement. The yendor should clearly write Compliant, Equal quality, or Other. Any elaboration needed by vendor for the item specification should be included in this area as well "Other" is only acceptable if it exceeds these specifications. Understood.
4.2.6 A pre-bid conference will be conducted at 2:00 PM, CT, Thursday, May 28, 2015. Location will be at the Purchasing Department Hill Country Conference Room, 111 Soledad, Suite 1100 San Antonio, Texas 78205. DIAL IN INFORMATION: 877-226-9790, ACCESS CODE: 4511640 Understood.

### 4.2.7 Reserved. Understood.

4.1.2 Quantity and Model: The IFB is for one new, curent year model, American Eurocopter EC120 or MD Helicopter 500 E of the type currenty in production at the time of bid awad. Understood. Airbus Helicopters is ofiering one (1) EC1208 helicopter for this IFB.
4.2.9 Modifications. The model helicopter offered for purchase must incorporate all modifications currently in effect for current production of that model at the time of bid response. Any anticipated modifications must be isted on the bid along with estimated costs to accomplish the modification. The price for the helicopter shall include all anticipatedmodifications. Understood. There are no anticipated modifications at this time.

Due: June 12, 2015
4.2.9 Certification. The helicopter must have a standard airworthiness cerfificate issued by the Federal Aviation Administration (FAA) at the time of Vendor's bid. All installed equipment and accessories must have FAA approval, and have no negative impact on the standard airworthiness certifcate. All equipment and accessories specified must be installed to meet SAPD's mission specifications and shall be FAA approved by an Supplemental Type Certificate ( STC" $^{\prime \prime}$ ), or under an FAA " $3377^{\prime \prime}$ field approval. Understood.
4.2.10 Ainwothiness Drectives. Helicopters must meet all current airworthiness directives at the time of defvery. Any anticipated airworthiness dipectives must be listed on the bid, along with estimated costs associated with their compliance. Understaod. Airbus Helicopters does not anticipate any additional Airworthiness Directives for the EC120B at this time.
4.211 Paint \& Graphic Desiqn: All exterior painted aiframe parts shall be covered with high quality polyurethane paint in a minimurs three color paint scheme of City's choosing. The City will request a bid for a custom graphic design attached in Attachment F. Understood.
4.1.3 Empty Weight and Useful Load Intemal and Extemal). All bids shall include the helicopter's estimated empty weight and the estimated intemal and external useful loads based on the installation of all equipment as specified herein. Helicopter will have a minimum of 1480 bs of useful load. Understood. The estimated empty weight of a basic EC120B is 2,191 Ibs with a useful load of $1,590 \mathrm{Ibs}$ (internal) and 1,777 Ibs (extemal). The empty weight of the most-recently dellivered EC120B to the City is 2,588 ms with a useful load of $1,193 \mathrm{Ibs}$ (internal) and 1,380 lbs (external). The EC120日 offered by Airbus Heficopters will have a similar empty weight to the current EC120B's in-service with the City.
4.1.4 Basic Aircraft Any equipment, capabilities, or provisions provided on a basic equipped aircrail of the make and. model offered by the bidder shall be incorporated on the aircraft offered for purchase without regard to whether or not the equipment, provision or capability is specified herein. Understood.
4.1.5 Warranty. The helicopter and all optional equipment manufactured by the heficopter manufacturer shall be covered by the following warranty untif the unit reaches 1,000 flying hours or 24 months, whichever occurs frist, atter acceptance. The warranty period shall commence on the date and time the San Antonio Police Deparment accepis the completed aircraft The acceptance shall be in writing, dated and signed by the SAPD Helicopter Detail Supervisor or Traffic Captan, and shall identity the helicopter being accepted. The warrarty shall cover labor, transportation, matenials, parts anc equipment, inchuding repair or replacement for defective parts or faully installation. The Vendor's bid shall include a copy of the helicopter warranty. Understood. See attached Airbus Helicopters Standard Terms \& Conditions in Section $C$ detalling our expanded warranty coverage that covers aff parts for three (3) years / 2,000 hours (whichever comes first) and one (1) year of warranty labor.
4.1.6 Progress inspections. The City reserves the wight to conduct 2 scheduled plant inspections by three members of the San Antonio Police Helicopter Detail to inspect the aircraft. The first inspertion will occur when the units reach $1 / 3$ of completion. The second inspection will occur when the units reach $2 / 3$ of completion. These inspections will consist of one day trips, unfess probiems cictate tonger visits. All travel expenses will be paid by Vendor. Transportation shall be by ain it the location will be greater than 150 miles from San Antonio. Progress minsections should be quoted on Attachment A- Price Schedule. Understood. (1) Travel Expense Rates are based on 2015 GSA Rates, (2) Expenses reimburse are not to exceed the values listed in Section B, (3) Customer is responsible for any additional inspection trip travel expenses that exceed the reimbursement values ifsted in Section $B$.

### 4.3 PRODUCT SPECIFICATIONS PER HELICOPTER:

All equipment and accessories shall be FAA certified and approved for flight. All quantities within section 4.3 are 1 each unless specified otherwise in parenthesis prior to specification description.

### 4.3.1 AIRFRAME

Single engine turbine helicopter with minimum of 3 rotor blades and 4 seats with all standard equipment included. Compliant. The EC120B has three (3) rotor blades and five (5) seats.

### 4.3.2 PONERPLANT, SYSTEMS, and INSTRUMENTS

4.3.21 Tubine Engine Rated at 450 SHP or Greater Compliant. EC120 1 takeoff rating is 504 SHP
4.322 Crash Resistant Fuel Tank Compilant.
4.3.23 Ftel Shut-Off Valve Comphiant.
4.3.2.4 Engine Wash Kit Compliant
4.325 Extemal Fuel Filter ('IfAvailable) Not Available.
4.3.2.6 External Oil Fither with By-Pass ("If Avallable) Not Available.
4.3.1. Engine inlet Andilce System or Equivalent Not Required - the advanced design of the Turbomeca Arius $2 F$ engine eliminates the need for engine intet anti-ice.
$4.312 \quad 150 \mathrm{AMP}$ Starter/Generator Compliant.
4.313 Running Time Hour Meter (Fight Hobbs Meter) Compliant.
4.3.1.4 Landing Gear Contact Switch Hour Meter (Maintenance Hobbs Meter) Compliant.
4.3.15 Engine OIT Temperature Indicator Compliant.
4.3.16 Turbine Oullet Temperature Indicator Compliant.
4.3.1.7 Engine Oil Pressure indicator Compliant.
4.3.1.8 N1 Tachometer Compliant.
4.3.1.9 Dual Engine/Rotor Tachometer Compliant.
4.3.2.7 Fuel Quantity Indicator with Fuel Flow Meter - U.S. Gallons Compliant.
4.3.1.10 Engine Torque Meter Compliant.
4.3.1.11 FDC AeroFilter Engine Intake Air Filter or Equivalent ('AIf Available) Compliant.
4.3.12 NVG Compativie Instument Paneland lighting Compliant.
4.3.1.13 Fixed Provisions for Track and Bafancing equipment on the center console pane for a Chadvick 8500ct. See Atactment $G$ - Pictures Compliant.
4.328 Rotorbrake Compliant.

4.3.1.14 Four Bladed Tai Rotor or Fenestron Tail Rotor System Compliant. The EC120B helicopter has a Fenestron( Tail Rotor System
4.3.2.10 (3 Each) High Visibility Painted (MR) Rotor Blades, to include shipping blade box Fhat holds a conplete set of aircraft blades Compliant

NOTE REGARDMG COCKPIT INSTRUMENTATION: The EC120B instrument panel features the Vehicle and Engine Mulifunction Display (VEMD). The VEMD is a two-screen display which provides information on a wide variety of engine and ainframe parameters. A feature of the VEWD is the First Limit Indicator (FLI), which tells the pilot when he/she is approaching a limiting factor of alircraft performance. The FLI significantly increases fight safety due to the fact that it reduces pilot workload, allowing the pillot to focus On the mission at hand. Additionally, San Antonio PD's current fleet of two (2) EC120B's and one (1) AS350B3 are equipped with the VEMD. Commonality in displays between aircraft increases filigh safety in the fleet while minimizing the confusion normally encountered when flying more than one model of aircraft:

* If Available means if there is an FAA authorized modification via STC or other FAA approwed application.


## 4.3 .3 AVIONICS

4.3.3.1 Annunciator Warning Panel Compliant.
4.3.32 Dual Window Atimeter Compliant.
4.3.3.3 Magnetic Compass Compliant
4.3.3.4 Atutude Encoder 8800T Shadin Compliant.
4.3.3.5 ELT 406AF-HKannad Compliant
4.3.3.6 Transponder GTX330 Garmin Compliant.
4.3.3.7 Atitude Gyno H321EGM Thales Compliant.
4.3.3.8 VSI Compliant.
4.3.3.9 Digital OAT Guage Compllant.
4.3.3.10 Pitot Staic System - Heated Compliant.
4.3.3.11 Aispeed indicator Compliant.
4.3.115 Horizontal Situation Indicator L-3 Communication 504-0111-930 Compliant. As a clarfication, this model number describes the standard Attitude indicator on the EC120B, not the Horizontal Situation indicator.
4.3.3.12 Compass System KCS55A Honeywell Compliant.
4.3.3.13 NAVICon/GPS Garmin GTN 650 Compllant.
4.3.314 VHF-2 wh Cyclic Freq Control, King 196 Honeywell Compliant.
4.3.3.15 (3 Each)ICS SMT Hand Switch for Rear Passengers Compliant.
4.3.3.16 NAT AMS - 22 wAA90-HKC hatall Kit with Side Tone on all Positions Compliant
4.3.3.17 NAT Sidetone Amphifer AA34300 Compliant.
4.3.3.18 Fhash Momed Avionics Plug for Pilot, Co-Pilot Compliant.
4.3.3.19 Map Case Compliant.
4.3.3.20 Two Pin Female Accessory Plug - Compatible with Chadwick 8500 Compliant.
4.3 .321 Master Avionics Swich Compliant.
4.3.3.22 28-14VDC Converter KGS UC28-14 Compliant. Airbus Hellcopter will be installing the KGS RG-28 converter, an equivalent to the KGS UC28-14.
4.33.23 Co-Pilot Footswich L-2S Linemaster Compliant.
4.3.3.24 Chronometer 811 B-24 Davtron Compliant.
4.3.3.25 (2 Each) FM VHF Antennas Ca 177-13 Comant Compliant.
4.3.3.26 800 mhz Antenna Cl-285 Comant Compliant.
4.3327 RA-4000 Radar Atimeter with RAD 40 Indicator Compliant.

## AIRFRAME EQUPMENT

4.3.4.4 Energy Attenuang Seats Piot and Co Piot with Premim Cloth Covered Seats with High Densily Foam Cushions Compliant
4.3.4.2 Four-Font Hamess Restanit for Plot and Co-Pilot Compliant.
4.3.4.3 Three-Point Hamess for Rear Passenger Seats Compliant.
4.3.4.4 GabinHeafer/Demister Compliant.
4.3.4.5 High Skid Gear Compliant.
4.3.4.6 Leftand Right Full Lengh Tungston Cabide Skid Shoes Compliant.
4.3.4.7 Dual Controls, Fixed Phovisions, Removable Co-Plot Controls, Right hand Pilot-In-Command Compliant.
4.3.4.8 Ground Power Receptacles Compliant.
4.3.4.9 LH/RH Tinted Overnead Window Compliant.
4.3.4.10 Three Color Exterior in SAPD Pant Scheme (TBD by City upon award) Compliant
4.3.4.11 Interior - Grey Cloth Fabric Seats Compliant.
4.3.4.12 Heavy Duty Grey Vinyl Flooring Conmplant.
4.3.4.13 Ground Handing Wheels Dual Type Compliant.
4.3.4.14 Cabin Ai Conditoning System Compliant.
4.3.4.15 Wulti-Function Cyctic (Functions to be Coordinated with City Representative) Compliant.
4.3.4.16 Wire Strike Protection System-Fxed Provisions Compliant
4.3.4.17 Adjustable Anti-Torque Pedals Compfiant
4.3.4.18 If not Hydraulic MiR, Electric or Hydrauic Cycic Two Axis Tim Compliant.
4.3.4.19 Fuselage lacklit Fatings Complant.
4.3.4.20 Tie Downindet Cover Kit Complant.
4.3.421 Exiemal APUPlug Compliant.
4.3.4.22 Piot and Co-Plot Map Lighis Comphant.
4.3.4.23 Extemal Fuel Grounding Point Puy Complant
4.3.4.24 L.ED. StrobeiNavigation Lights Compliant.
4.3.4.25 Circuil Breaker Protection Compliant.
4.3.4.26 EssentialNon-Essential Eus Compliant.
4.3.4.27 Adjustable Ventilation Systern Compliant.
4.3 .4 .20 Clear Cabin Silding Door Wintows Compliant.
4.3.4.29 Safety Kit to include the following: Dry Chemical Fre Extinguisher, Finst Aid Kit Compliant
4.3.4.30 Controllable LED Landing Light, if available Not Available.
4.3.4.31 Pulse Ligh System - Precise Flight System 3060S Compliant.
4.3.4.32 Pneumatic Door Openers ("1t Avallable) Compliant.
4.3.4.33 LH/RH Maintenance lack Compliant
4.3.4.34 (2 Each) $20^{\circ}$ Maintenance Coil Cord Complant.
4.3.5 HISSIONEQUIPMENT
4.3.5. 1 SAPD Customzed Design, Preparation Configuation purchase and instaltation of FAA Cerbifed Mount and hnstahation of Metanap Arbone Moving Map System, MRC $30-128$ Ruggedized Computer with Intel Core 17,128 RAM, Gamin GPS, ARK9215H Avasex Keyboard, with all needed wing, connections, ticensing and requied sofware with a 2 year warranty and instatation to nchude a Customer Fumished Equpment (CEE)-Macro Blue $\$ 0.4^{2}$ min 1500 nits with Touch screen and NVGCompatibe Compliant.
4.3.5.2 FAA Cerified Mount and Installation of Wescam MX-10 Aimome Camera with MX-GEO, GPS-10, MX SLIF-10, MX-MMF-10, STCK-MX-10, LIC MX-10 Compliant.
4.3.5.3 FAA Certified Mount and Installation of Spectrolas SX-5 Search Light and SLASS System Location To Be Determined (TBD) by SAPO Customer Funished Equipment. Compliant.
4.3.5.4 FAA Certified Mont and Installation of SAPD Supplied Police Radio, wired so it is powered with the master switch. Compliant.
4.3.5.5 Piot Operating Mantais Comphant
4.3 .5 .5 Al Maintenance and mustrated Pats Catalogs on CO ROM or Web Subsciption Accessible comantant.
43.5.7 Minimum 24 Month or 1000 Hour Aiffame, Avionics, Drive-Train, Accessory Warranty or Standard Manufacturer Warranty, whichever is greater Compliant
4.3.5.8 Minimum 24 Month, 1000 Engine Warranty or Standard Manufacturer Warranty, which ever is greater Compliant.

TRAINING PERAIRCRAFT
Vendor shall provide the training described in this IFB. All associated training costs should be quoted on Attachment A- Price Schedule. Compliant.
4.4. 1 Standard Pitot Training Provided with Helicopter Purchase if aircraft is not an Eci20. The Standard Pilot transition flight fraining courses shall occur 3-months prior to delivery or immediately after delivery of helicopter for 20 students. The course must be designed to tamiliarize rated helicopter pibt with the operation of the helicopter. The five day course will introduce the piloss to all the associated company publications as well as a detailed explanation of all the aircraft systems and daily/preflightyost flight inspection procedures. The course will consist of the minimum of 20 -hours of ground school and exam demonstrating the basic knowledge of the aircratt The flight operations will consist of a minimum of 3 -hours of fight time to indude normal operations and emergency procedure, heavy weight performance, ememgency procedure atto-rotations to the ground. All fight training be will be conducted in the manufacture's aircraft at the bidder's location. The Standard Piot Training is nof required if quoting a EC120 Helicopter. Compliant - not quoted.
4.42 Instuctor Plot flight training courses for 3 students if aircraft is not an EC120. The ground school will consist of the instructor pilots given an instuctor handbook for the specific aircraft certification designed for instruction in training pilots for the specific arcraft. The 3 -day course will allow the instructor pilots to show their proficiency in the knowledge of the aircraft, is emergency procedures and be fight proficient from the instructor's seat. The course will consist of a minimum of 10 hours of ground school and exam demonstrating the knowledge of flight instruction in the aircraft. The flight operations wall consist of a minnum of 3 -hours of flight time. All flight training will be conducted in the manufacturer's aircraft at the bidder's location. Compliant - not quoted.
4.4.3 Vendor shall provide a mechanics aifframe maintenance fraining courses for 1 student, to include the aircrafts power plant, occurring at one time at the bidder's location. Compliant.
4.4.4 Recurrency flight training courses for 20 students to be conducted 12 -months after delivery of helicopter with the minimum of 1.5 hours of flight training, induding emergency procedures of full auto rotations to the ground and applicable ground school at the manufachurer's or bidder's location, and in the manufacturer's aincraft Compliant.
4.4.5 Recurrency flight training courses for 20 students to be conducted 24 -months after delivery of helicopter with the minimum of $\$ .5$ hours of fight training, inciuding emergency procedures of full auto rotations to the ground and applicable ground school at the manufacturer's or bidder's location and in the manufacturer's aircraft. Compliant.
4.4.6 For all courses, all lodging, per diem and transportation will be paid by Vendor and reimbursed by cify upon receipt of invoice. Air transportation shall be bid at market economy coach rates. City will not reimburse Vendor for business class or first class rates. Car rental bids shall include added insurance coverage and will be based on shared cars as specified in Price Schedule. Per Diem rates will be those set by the General Services Administration for the destination location. Hotel accommodations must be certified fire safe and bid at a standard economy, base room rate. Understood.

DEMONSTRATIONS
The City may request, from selected Vendors, a demonstration of proposed equipment. The City is moder no obligation to demo all products proposed by Vendors If a demonstration is required, the Procurement Specialist listed on the Cover Page will contact the vendor to schedule the product demonstration. This request will be considered an integral part of the bid process. Failure to comply may result in the bid being deemed nonresponsive, and therefore, not considered for award. Upon request, the vendor shat have a minimum of 5 working days to provide and deliver the equipnent to a location specified by City for the demonstration. The vendor shall make the equipment avaliable for a minimum of 5 working days at City's location, but not to exceed 10 working days. If a demonstration is requested, Vendor must supply City with a certificate of insurance listing City as an additional insured, with the types and amounts of coverage as shown in the Supplemental Terms and Conditions section of this IFB. The certificate must be supphied prior to the demonstration. Understood.

EVALUATION
In the event that a demonstration is requied, the equipment will be evaluated to determine if the unit meets the minimum bid specifications. Uncerstood.

## SOURCE OF FUNDS

The City intends to fund the helicopter purchase through a separate municipal lease-purchase agreement or other financing mechanism including but not limied to a tax note issuance. Therefore, this contract will be subject to and contingent upon financing through a municipal lease-purchase agreement between city and a third party or other financing mechanism including but not limited to a tax note issuance. Understood.

Any soft costs in the bid will be on an alternate funding source. Soft costs are typically not eligible for lease purchase financing such as training costs, travel costs, maintenance costs, service costs, freight/shipping costs, andfor ficensing. Understood.
4.8 This solicitation is being issued as a competitive sealed bid in accordance with Chapter 252, Texas Local Govemment Code. As such, all bidders must bid on the same material terms and condiions. Changes to the terms and conditions will resulf in rejection of bidder's bid from consideration. Understood.

## 005 - Supplemental Terms \& Conditions

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## 005 - SUPPLEMENTAL TERMS \& CONDTTIONS


#### Abstract

Original Contact Term This contract shall begin upon the effective date of the ordinance awarding the contract, or date specified in the award letter if this contract does not exceed $\$ 50,000$. This contract shall terminate upon completion of all work described herein or delivery of all goods ordered, as applicable.

Change Orders. Notwithstanding anything stated to the contrary in Section 006 - General Terms \& Conditions, in order to comply with Texas law governing purchases made by municipalities, the following rules shall govern al change orders made under this contract

Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or stpplies to be furnished musis be in writing and conform to the requirements of City Ordinance 2011-12-08-1014, as hereatter amended.

Any other change will require approval of the City Council, Cify of San Antonio. Changes that do not involve an increase in contraci price may be made by the Director. No oral statement of any person shat modify or otherwise change, or affect the terms, conditions or spectications stated herein.


## INSURANCE

Prior to the commencement of any work under this Agreement, Vendor shall fumish copies of all required endorsements and completed Certificate(s) of Insuance to the City's Police Deparment, which shall be cleariy labeled *SAPD Single Engine Turbine Helicapter Phechase" in the Description of Operations block of the Cerficate The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on th befaff. The ciy will not accept a Memorandum of insurance or Binder as proof of insurance. The certiticate(s) must have the agents signature and phone number, and be maifod, with copies of all applicable endorsements, directly from the insurer's authorzed representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Police Department. No officer or employee oller than the City's Risk Manager, shall have authority to wave this requirement.

The City reserves the right to review the insurance requirements of this Article duing the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their fintits when deemed necessary and pnident by Ciy's Risk Manager based upon changes in statuory law, cout decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

A Vendor's financial integrity is of interest to the City, therefore, subject to Vendor's right to maintain reasonable deductibles in such amounts as are approved by the City, Vendor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at vendor's sole expense, insurance coverage writen on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an AM Best's rating of no less than A- (VI), in the following lypes and for an amount not less than the amount fisted below: Understood.

| TYPE | AMOUNTS |
| :---: | :---: |
| 1. Wokers' Compensation 2 Employers' Lability | $\begin{aligned} & \text { Staturory } \\ & \$ 500,000 \$ 500,000 \$ 500,000 \end{aligned}$ |
| 3. Broad form Commercial General Liability Insurance to include coverage for the following: <br> a. Premises/Operations <br> b. Independent Contractors <br> c. Products/CompletedOperations <br> d. Personal Injury <br> e. Contractual Liability <br> f. Damage to property rented by you | For Bodily Injury and Property Damage of $\$ 1,000,000$ per occurrence; $\$ 2,000,000$ General Aggregate, of its equivalent in Ambrella or Excess Liability Coverage $\$ 100,000$ |
| 4. Aircraft Lability | For Bodiy injery and Property Damage of \$1,non, 000 per occurfence; $\$ 2,000,000$ General Aggregate, of its equivalent in Imbrelia or Excess Lability Coverage |

Vendor agrees to require, by witten contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Vendor herein, and provide a certificate of insurance and endorsement that names the Vendor and the CITY as additional insureds. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, cout decisions, or circumstances surrounding this agreement. Such modifcation may be enacted by letter signed by Gity's Risk Manager, which shall become a part of the contract for all purposes.

As they apply to the limis required by the City, the City shall be entited, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, fimitations, or exclusions fexcept where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwiter of any such policies). Vendor shall be reguired to comply with any such requests and shall submit a copy of the replacement cerbificate of insurance to Cily at the address provided below within 10 days of the requested change. Vendor shall pay any costs incurred resulting from said changes.

City of San Antonio Altn: Police Deparment
P.O. B0x 839966

San Antonio, Texas 78283-3966
Vendor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

Provide for an endorsement that the "other insurance" clause shal not apply to the City of San Antonio where the City is an additional insured shown on the policy;

Workers' compensation, employers' liability, general liability and aircraft liability policies will provide a waiver of subrogation in favor of the city.

Provide advance writen notice directly to Ciby of any suspension, cancelletion, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.
Understood.

Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Vendor shall provide a replacement Certificate of msurance and applicable endorsements to City. Cily shall have the option to suspend Vendor's performance shouid there be a lapse in coverage at any time duming this contract Fadure to provide and to maintain the required instrance shall constitute a material breach of this Agreement.

In addition to any other remedies the City may have upon Vendor's faiture to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Vendor to stop work hereunder, and/or withold any payment(s) which become due so Vendor hereunder until Vendor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Vendor may be held responsible for payments of damages to persons or property resulting from Vendor's or is subcontactors' performance of the work covered under this Agreement

Ht is agreed that Vendor's insurance shall be deemed prinary and non-contibutory with respect to any insurance or seff insurance carried by the City of San Antonio for liablity arising out of operations under this Agreement.

It is understood and agreed that the insurance requined is in adition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.

Vendor and any Subcontractors are responsible for all damage to their own equipment andlor property.

## incorporation of Attachments.

Each of the attachments listed below is an essential part of this confract, which governs the rights and duties of the parties, incorporated herein by reference, and shall be interpeted in the orvier of priority as appears below, with this document taking priority over all attachments:

Atachment A. Price Schedule Rev obl1s
Attachment B - Local Preference Program ldentification Form
Attachment $C$ - Non-Discrimination Ordinance
Attachment D - Supplemental Information Related to State Of Texas Conflict of hterest Requirement
Attachment E- City Of San Antonio Veteran-Owned Sratil Business Preference Program (VOSBPP) Ordinance Language \& Tracking Form
Attachment F- SAPD Eagle Graphic
Attachment G- Puctures for Section 4.3.2.20

## [BLANK]

 Single Engine Turbine Helicopter Purchase for City of San Antonio Police DepartmentDue: June 12, 2015

## 006 - General Terms \& Conditions

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## OOG - GENERAL TERNS \& CONDITIONS

Electronic Bid Equals Originat. If Vendor is stomiting an electronic bid, City and Vendor each agree that this transaction may be conducted by electronic means, as authonized by Chapter 322 , Texas Business \& Commerce Code, known as the Electronic Transactions Act.

## Delivery of Goods/Services.

Destination Contract Vendor shall deliver all goods and materials F.O.B., City of San Antonio's designated facility, inside delivery, freight prepaid, to the address provided in this IFB or, if different, in the Purchase Order. Vendor shall bear the risk of loss until delivery. Freight charges will be paid only when expedited delivery is requested and approved in writing by the Ciy. Vendor shall be responsible for furnishing necessary personnel or equipment andor making necessary arrangements to off foad at City of San Antonio faciliy, unless otherwise noted herein.

Failure to Deliver. When delivery is not met as prowided for in the contract, City may make the purchase on the open market, with any cost in excess of the contract price paid by Vendor, in addition to any other direct, indirect, consequential or incidental damages incurred by City as a resulit thereof. In addition, Vendor may be removed from the City's list of elighbe bidders.

Purchase Orders. Each time a City deparment wishes to place an order against this contract, it will issue Vendor a purchase order. Vendor must have the purchase order before making any delivery.

Acceptance by City City shall have a reasomable time (but not less than 30 days) after receipt to inspect the goods and services tendered by Vendor. City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. City may elect to reject the entire goods and services tendered even if onty a portion thereof is nonconforming. If Ciliy elects to accept nonconforming goods and services, City, in addition to its other semedies, shall be entifled to deduct a reasonable amount from the price thereof to compensate Ciky for the noniconformity. Any acceptance by City, even if non-condifional, shall not be deemed a waiver or settlement of any defect in such goods and services.
 initial lesting shall be at coly's expense. However, 年 the product does not to meet specifications, Vendor shall remburse City for the costs of testing. City may withold the cost of testing from any amounts owed to Vendor under this of any other contract, or invoice Vendor for same If invoiced, Vendor shall pay Cify within 30 calendar days' of the imoice.

Warranty. A minimum of 90 -days product guarantee of the manufacturers standard commercial warranty, whichewer is greater, shall apply to all products andfor services purchased under this IFB, unless otherwise specified in the Specifications/Scope of Services section of this IFB. This warranty shal provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and defivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

REJECTION OF DISCLAMERS OF WARRAMTIES \& LMMITATIONS OF LIABILITY. ANY TERM OR CONDITION IN ANY DOCUMENT FURNISHED EY VENDOR, DISCLAMMNG THE MPLIED WARRANTY OF MERCHANTABLITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF WO FORCE OR EFFECT, AND SHALI BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.

Invoicing and Payment
Address for Invoices. All original invoices must be sent to: City of San Antonio, Atn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78293-3976.

Information Required On Invoice
All invoices must be in a form and content approved by the City. City may require modificalion of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the tems of the contract Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (finy). All invoices must show unit prices for each item being biled, the quantity of items being billed and the fotal for each item, as well as the fotal for all items on the invoice. If prices are Understood.
based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be sfrown separately on the invoice.

## Payment by City.

In accordance with the Texas Prompt Payment Act, City shall have not less than 30 days to pay for goods or services. Time for payment, including payment under discount terms, will be compufed from the fater of: (1) the date City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date City receives a correct and valid invoice for the goods or sevices. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.

This provision shall not apply where there is a bona fide dispute between City and Vendor about the goods delivered or the service performed that causes the payment to be late or where the invoice is not mailed to the address provided herein.

The payment amount due on invoices may not be manually altered by City personnel. Once disputed tems are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount. Cify will not moke parial payments on an invoice where there is a dispute.

NECESSITY OF TMEIY MYOICE I WANER OF PAYMENI NOTWITHSTANDING THE FORGONG, THE CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOLCE VENDOR BUST NVOICE CITY NO LATER THAN 90 CAIENDAR DAYS FROM THE DATE GOODS ARE DEI NERED OR SERVICES RENDERED. FALLURE TO SUBMIT AN INVOICE WTTHN SAD 90 DAYS SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A WAIVER BY VENDOR OF ANY AND ALL RIGHT OR CLAMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULEY BE OTHERWISE ENTITED TO FOR GOODS OR SERVICES PERFORMED.

The total price for all goods andor services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an tem, and the extended price, the unit price shall govern.

Change Orders. In order to comply with Texas law governing purchases made by municipalities, the following rules shall govem all change orders made under this confact.

Any change orders that become necessary during the term of this contract as a resull of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be fumished may be approved by the Director, provided that such change orders:

- are made in writing, signed by the Director,
- do not involve an increase or decrease in contract price of more than $\$ 25,000$
- sufficient funds have aready been allocated by City or are avalable to the Director to cover any increase in contract price.

Any other change will require approval of the Cify Council, City of San Antonio.
Changes that do not imolve an increase in contract price may, howewer, be made by the Director.
No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated herein.

## Temination

Termination-Breach. Should Vendor fail to fufill in a timely and proper manner, as determined solely by the Director, its matenal obligations under this contract, or viofate any of the material terms of this contract, Coy shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure fhe default. II City efects to offer an opportunity to cure, Cly shal provide notice to Vendor specifying the matfers in defauk and the cure period. II Vendor fails to cure the defaut within the cure period, Cly shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not refieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.
Understood.

Termination-Notice City may terminate this contract, in whole or in part, without cause. City shall be required to give Vendor notice ten days prior to the date of termination of the contract without cause.

Termination-Funding. Cify retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is condifioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by Ciby herein.

Termination by City may be effected by Director, withou further action by the San Antonio City Council
Independent Contractor. Vendor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of Cily. City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by Vendor under this contract and that Vendor has no authority to bind City. The doctine of respondeat superior shall not apply as between Cijy and Vendor.

## NDEMNFICATION

VENDOR covenants and agrees to FULLY INDEMNHY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities undor this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, it s officers or employees, in instances where such negligence causes personal injury, death, or property damage. N THE EVENT VENDOR AND CITY are found jointly liable by a court of competent jurisdiction, liability shall be APPORTIONED COMPARATIVEY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WANING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold the City harmless from any claim involving patent infringenent, trademarks, trade secrets, and copyrights on goods supplied.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entily. VENDOR shall advise CITY in witing within 24 hours of any claim or demand against CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this AGREEMENT and shal see to the imvestigation and defense of such clam or demand at VENDOR's cost. CITY shall have the nght, at its option and at its own expense, to participate in such defense without refieving VENDOR of any of its obligations under this paragraph.

Assignment Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this confract, nor delegate the performance of any duties hereander, by fransfer, by subcontracting or any other means, without the consent of Director. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goads outined in this contract in the event of defaut by the successor Vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or oftherwise assign this Contract without said witten approval, shal be void ab initio and shall confer no rights upon any thid person.

Ownership of Documents. Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City, and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, lefter, book, map, photograph, sound or video recording, microfim, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic. Vendor understands and acknowiedges that as the exclusive owner of any and all such Records, City has the night to use all such Records as City desires, without restriction.

## Records Retention.

[^0]Due: June 12, 2015
estabished herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of is authonzed representatives.

Vendor shall retain amy and at Documents produced as a resut of services provided hereunder for a period of four years (Retention Period") from the date of temination of the contract if, at the end of the Retention Period, there is litigation or other questions arising from, involving or conceming these Documents or the services provided hereunder, Vewdor shall retan the records until the resolution of such litigation or other such questions. Vendor acknowiedges and agrees hat City shall have access to amy and all such Documents at any and all times, as deemed necessary by City, during said Retention Period. City may, at its election, require Vendor to return the documents to City all Vendor's expense prior to or at the conclusion of the Retention Period. In such event, Vendor may retain a copy of the documents.

Vendor shall notify Cily, immediately, in the event Vendor receives any requests for infomation from a thid party, which pertain to the Documents referenced herein. Vendor understands and agrees that City wit process and handle all such requests.

Severability. If any clause or provision of the contract is held invalid, ilegal or menforceable under present or futue federal, state or local laws, including but not limited to the City Chater, City Code, or ordinances of the Cilly of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidy, flegalify or unenforceablity shal not affect any other clatse or provision hereof and that the remander of this contract shatl be construed as if such mwald, 靬egat or unenforceable clause or provision was neyer contained herein. It is also the intention of the paties hereto that in heu of each clause or provision of this contract hat is invalid, illegat or unemforceable, there be added as a pat of fhe contract a clause or provision as simila in terms to such invald, illegal or unevforceable clause or provision as may be possible, legal, vala and enforceable.

Compiance with Law. Vendor shall provide and perform all sevices required under this Agreementin complance with an applicable federal, state and local laws, rules and regulations.

Cerfications. Vendor warants and cemifies that Vendor and any other person designated to provide samices herewnder has the requisile training, license andlor certification to provide said sevvices, and meets all competence standards promulgated by aft other anthortative bodies, as applicable to the services provided herem.

Non-waiyer of Perfomance. Uniess otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants of guarantees of this Agreement shall not be conshued or held to be a waiver of any sutceeding or preceding breach of the same or any other term, condition, covenant or guarantee herem contained. Futher, any fature of either Party to insist in any one or more cases upon the strict performance of any of the covenants of the Agreement, of to exercise any option herein contained, shall in no event be construed as a waiver or refinquishment for the fubure of such covenant or option. In fact, no waiver, change, moditication or discharge by either party hereto of any provision of tis Agreement shall be deemed to have been made or shan be eqective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any mamer impair or prejudice any right, power, priviege, or remedy avallable to that Party hereunder or by law or in equity, such mights, powers, privieges, or remedies to be always specifically preserved hereby.

Yenue. Venue of any court action brought directly or indirectly by reason of this contract shall be in Bexar County, Texas. This contract is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with City's Commercial Noxdiscrimination Policy, as described under Section HLC. 1 of the SBEDA Ordinance As pant of such complance, Vendor shal not discriminate on the basis of race, color, religion, ancestry or hational origin, sex, age, marital status, sexual orientation or on the basis of disabiliy or other unlawfu forms of discrmination in the solicitation, setection, hing or commercial treatment of subconiractors, vendors, vendors, of commercial customers, nor shall vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal oppontuity for subcontractors, vendors and vendors to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing cantained in this chause shall prohibit or limit otherwise lawif effors to remedy the efferts of marketplace discrimination that have occurred or are occuring in the City's Relevant Marketpace. Vendor understands and agrees that a material violaton of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from paticipating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any thrd party. Vendor shay include this nondiscrmination clause in all subcontracts for the pertomance of this contract.
Understood.

Delinquent Taxes. In the event that Vendor is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, the City reserves the right to deduct any delinquent taxes from payments that the Cily may owe to the delinquent Vendor as a resull of this contract

Binding Contract This contract shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

Entire Agreement This contract, including Citys final electronically posted ontine version, together with its authorizing ordinance and its price schedule(s), attachments, purchase orders, and exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements; oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the paties, in accordance with the Change Order provision herein. Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and subaitted by Vendor. Understaod.

HELICOPTERS

## [BLANK]

## 007 - SIGNATURE PAGE

By submiting a bid, whether electronically or by paper, Bidder represents that:
(s)he is authorized to bind Bidder to fully comply with the terms and conditions of Citys invitation for Bid for the prices stated therein;
(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Bidder is in good standing with the Texas State Comptroller's Office: and
to the best of histher knowledge, all information is true and correct.
If submiting your bid by paper, complete the following and sign on the signature he below. Failure to sign and submit this Signature Page will result in rejection of your bid.


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HELICOPTERS

## 008 - Standard Definitions

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## 008-STANDARD DEFINITIONS

Whenever a term defined by the Uniform Commencial Code (UCC"), as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, untess otherwise defined in the Contract.

All-or-None Bid- an invitation to bid in which the City with award the entire contract to one bidder only.
Alternate Bid - two or more bids with substantive variations in the fern or service offered from the same bidder in response to a solicitation.

Assignment - a transfer of claims, rights or interests in goods, services or property.
Bid-a complete, signed response to a soliciation. The term "bd" is synomynous with the term "offer".
Bid Opening-a public meeting during which bid responses are disclosed.
Bidder- a person, firm or entity that subraits a bid in response to a solicitation. The bidder whose bid is accepted by City may also be referred to herein as Contractor, Vendor or Vendor.

Bid Bond or Bid Guarantee - security to ensure that Bidder (a) will not withdraw the bid within the period specified for acceptance, and (b) will furnish any required bonds or performance guarantees, and any necessary insurance within the time specified in the solicitation.

Change Onder - a change to the plans or specilications of the contract, or an increase or decrease in the quantily of work to be performed or of materials, equipment, or supplies to be fumished, issued by the Director after the bid has been accepted by the City.

City- the City of San Antonio, a Texas home-rule municipal corporation.
Contract - the binding legal agreement between the City and Vendor.
Contractor - the bidder whose bid is accepted by the cify and is, therefore, the person, firm or entity providing goods or services to the City under a contract.

Director - the Director of City's Purchasing \& General Services Department, or Director's designee.
Equal or Equivalent - terms to indicate that similar products or other brands may be acceptable for purchase if specifications and functional requirements are met

Invitation for Bid (IFB) - a solicitation requesting pricing for a specified good or a service.
Line ffem-a listing of fems in a bid for which a bidder is expected to provide separate pricing.
Local Preference Program (LPP) Ordinance identification Form - Complete, sign and submit LPP Identification Form found in this RFP as Attachment $B$.

Low Bid-a bid which is fowest in price, but may not meet all requirements or specifications.
Lowest Responsibie Bidder - the bidder whose bid meets all requirements of the specifications, terms and conditions of the IFB and results in the lowest cost to the City in an award based solely on price, taking into consideration the bidder's competence and qualifications to perform the contract.

Non-Responsive Bid - a bid or offer that does not comply with the terms and conditions, or specifications andfor requirements of the IFB.

Offer-a complete, signed response to an FFB that, if accepted, would bind the bidder to perform the resultant contract The tem "offer" is synonymous with the term "bit".

Pavment Bond - a particular form of secunity provided by the contractor to protect the City against loss due to the contractor's faiture to pay vendors and subcontractors.
Understood.

Peffomance Bond-a particular form of security provided by the contractor to protect the Ciyy against loss due to the contractor's inability or unwilingness to complete the contract as agreed.

Perfomance Deposit - security provided by the contractor to protect the City against loss due to the contractors mability or unwillingness to complete the contract as agreed.

Pre-Submittal Conference - a meeting conducted by the City, held in order to allow bidders to ask questions about the proposed contract and particularly, the contract specifications.

Purchase Order - a validy issued order placed by an authorized City department for the purchase of goods or services, writen on the City's standard purchase order form, and which is Vendor's authority to deliver to and invoice the City for the goods or services specified in an IFB for the price stated in Vendor's bid.

Responsible Bidder - a bidder who is known to have the necessary competence and qualifications to perform and provide all requirements of an intended coniract.

Responsive bidder-a bidder who tenders a bid which meets all requirements of the invitation to bid and is a responsible bidder.

Sealed Bid - a bid submitted as a sealed document, whether hard copy or electronic, by a prescribed time to the location indicaled in the fFB. The contents of the bid will not be made public prior to the bid opening.

Specifications-a description of what the City requires and what the bidder must offer; a description of the physical or functional characteristics of a product or material, of the nature of a service or construction item.

Subcontractor - a person, firm or entity providing goods or services to a vendor to be used in the perfomance of the Vendor's obligations under the contract with the City.

Vendor - the bidder whose bid is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.

Vendor-the bibder whose bid is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.

Waiver of frequlariky-noting, but disregarding an immaterial variance within a bid.
Understood.

009 - Attachments

## [BLANK]

## Local Preference Program (LPP) Ordinance

The 82nd Texas Legislature adopted a revision to the law that allowed the Cily of San Antonio (City) to adopt a policy that would grant contracting preferences to local businesses for certain types of contracts. The City adopted such a policy, known as the Local Preference Program, described in the San Antonio City Code Chapter 2, Articte XII, effective for solicitations issued after May 1, 2013.

This solicitation is subject to the Local Preference Program. For more information on the program, refer to the Local Preference Program identification Form aftached to this soliciation.

In order to receive consideration the Local Bidder must complete and retum the attached Local Preference Identification Form.

Understood.

## [BLANK]

## Attachment A - Price Schedule

## [BLANK]

BIDDER MUST FHI W THE FOLLOWHG: 位 submitting an electronic bid, answer all questions contained and attach as a semarate attachment

| ITEM | Single engine turbine helicopter. American Eurocopter EC120 or MD Helicopter 500 E , or proven equal, as specified herein |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | Supplier Offer | Estimated Quantity | Net Unit Price | Extended Price (Quantity x Net Unit Price) |
| $\begin{gathered} 4.21 \\ \mathrm{~A} \end{gathered}$ | Helicopter: |  | 1 | \$2,826,347,00 | \$2,826,347,00 |
|  | Make \& Model Offered: | Airbus, EC120B |  |  |  |
|  | Number of blades: | 3 |  |  |  |
|  | Number of Seats: Specily Color. | 1 pilot +4 passengers <br> Gray |  |  |  |
| 4.2 .10 | Anticipated Modifications | Yes <br> No $\qquad$ $\qquad$ |  |  |  |
|  | If Yes, List: |  |  |  |  |
|  | If Yes, Estimated implementation date: |  |  |  |  |
| A | If Yes, list estimated cost, of each modification separately, if any |  |  | \$ 0.00 | \$ 0.00 |
| 4.211 | Certifications lnctuded: |  |  |  |  |
|  | FAA Approved Standard Airworthiness Certificate. | $\begin{aligned} & \text { Yes } \sim \\ & \mathrm{No} \\ & \hline \end{aligned}$ |  |  |  |
|  | FAA Approwat of all Equipment AccessoriesStandard Airworthiness Certificate. | Yes $\qquad$ <br> No $\qquad$ |  |  |  |
|  | FAA Approved (STCT) or an FAA " 337 " field approval | Yes $\qquad$ <br> No $\qquad$ |  |  |  |

ATTACHMENT A - PRICE SCHEDULE, Rev. 6/8/15.

|  |  | Supplier Offer | Estimated Quantity | Net Unit Price | Extended Price <br> (Quantity x Net Unit Price) |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Other: |  |  |  |  |  |
| 4.2 .12 | Anticipated Airworthiness Directives Met at Delivery. | Yes $\qquad$ <br> No $\qquad$ |  |  |  |
|  | List any Airworthiness Directives: | At time of delvery, the aircraft will be of new production. To-date, there are no AD's that AHI anticipates to have to incorporate. If one is issued, AHI will incorporate and take action prior to delivery. |  |  |  |
| A | Estimated Cost of <br> Compliance with Anticipated Airworthiness Directives, if any: |  | 1 Each | \$ 0.00 | \$ 0.00 |
| $\begin{gathered} 4.2 .13 \\ \mathrm{~A} \end{gathered}$ | Graphic-Attachment $F$, herein |  | 1 Each | \$ 5,912.00 | \$ 5,912.00 |
| 4214 | Estimated empty weight: | 2,191 ms |  |  |  |
|  | Estimated internal and extemal useful loads: Minimum of 1480 lbs of useful loads. | $1,590 \mathrm{lbs}$ <br> Internal | $1,777 \mathrm{lbs}$ <br> External |  |  |
| 4.216 | Specify Warranty period: |  | With respect to helicopter and optional equipment manufacturend by the Helicopter Manofacturer 2000 flying hours or 36 months, which ever occurs first. Reference Section C for further information |  |  |
| A | Total Helicopter |  |  |  | \$2,832,268.00 |
|  | Training \& Travel | Supplier Offer | Estimated Quanticy | Net Unit Price | Extended Price Quantity $\times$ Net Unit Price |
| 4.2 .17 | Progress inspections Travel for 3 people at: $1 / 3$ and $2 / 3$ completion with overnight stay. |  |  |  |  |
|  | Round Trip Aiffare-Coach per Person | Includes baggage fee of \$25.00 each way, total 550.50 | 6 Each | \$ 650.00 | \$ 3,900.06 |

Over stated by \$9.00 Should read:
\$2,832,259.00

ATTACHHENT A - PRICE SCHEDULE, Rev. 6/B/15.


ATTACHMENT A - PRICE SCHEDULE, Rev. 6/8/15.

|  |  | Supplier Offer | Estimazed Quantity | Net Unit Price | Extended Price (Quantity x Net Unit Price) |
| :---: | :---: | :---: | :---: | :---: | :---: |
| $\begin{gathered} 4.4 .2 \\ \mathrm{~B} \end{gathered}$ | Instructor Pilot flight Training courses for non EC120 helicopter for 3 students. <br> Price Per Student. | Number of training Days if greater than <br> 3: 0 | 3 Each | \$ Not Applicable | \$ Not Applicable |
|  | Round Trip Airfare-Coach per Sudent |  | 3 Each | 3 Not Applicable | \$ Not Applicable |
|  | Hodel per student |  | 3 Each | \$ Not Applicable | \$ Not Applicable |
|  | Meal Per Diem/Sudent per Trip |  | 3 Sudents | $\$ 0$ Day | \$ Not Applicable |
|  | Car Rental |  | 1 Car | \$ 0 ICarDay | \$ Not Applicable |
| c | Travel Cost Total: |  |  |  |  |
| $\begin{gathered} 4.4 .3 \\ \mathrm{~B} \end{gathered}$ | Mechanics aiframe maintenance training courses for 1 student. Price Per Student. | 2 weeks Aifframe 1 week Engine (consecuti Number of training days 15 $\qquad$ | 1 Each | Included with <br> \$ Purchase | \$ Not Applicable <br> Included with \$Purchase |
|  | Round-trip Airfare-Coach per Student | Includes baggage fee of $\$ 25.00$ each way, total $\$ 50.00$ | 1 Each | \$ 650.00 | \$650.00 |
|  | Hotel per Student | 150.00/Day, includes taxes. Assumes student will stay pver the weekends. | 1 Each | \$ 3,000.00 | \$ 3,000.00 |
|  | Meal Per Diem/Student per Trip | Includes weekends \& travel days | 1 Student | \$ 56.00 Day | \$ 1,176.00 |
|  | Car Rental | 3 week rental | 1 Car | \$ 120.00 /CasDay | \$ 2,520.00 |
| $c$ | Travel Cost Total: |  |  |  | \% $7,346.00$ |

ATTACHMENT A - PRICE SCHEDULE, Rev. 6/ $8 / 15$

|  |  | Supplier Offer | Estimated Quantity | Net Unit Price | Extended Price (Quantity $x$ Net Unit Price) |
| :---: | :---: | :---: | :---: | :---: | :---: |
| $\begin{gathered} 4.4 .4 \\ \mathrm{~B} \end{gathered}$ | Recurrency fight training courses for 20 students 12 -months after delivery of hellicopter. Price Per Student. | Number of fraining days 3 $\qquad$ | 20 Each | \$5,557.00 | \$111,140.00 |
|  | Round-trip Airfare-Coach per Student | Includes baggage fee of $\$ 25.00$ each way, total $\$ 50.00$ | 20 Each | \$ 650.00 | \$ 13,000.00 |
|  | Hotel per student | $\$ 150.00 / \mathrm{Day}$, indudes taxes. | 20 Each | \$600.00 | \$ 12,000.00 |
|  | Meal Per Diem/Student per Trip | 4 Days assumed, to include $1 / 2$ day travel each way. | 20 Sudents | \$56.00 Jay | \$ 4,480.00 |
|  | Car Rental |  | 10 Cars | \$ 180.00 CamDay | \$9,020.00 |
| $c$ | Travel Cost Total |  |  |  |  |
|  |  |  |  |  | \$ 38,500.00 |
| $\begin{gathered} 4.4 .5 \\ \mathrm{~B} \end{gathered}$ | Recurrency flight training courses for 20 students conducted 24months after delivery of helicopter. <br> Price Per Sudent | Number of training days 3 $\qquad$ | 20 Each | \$ 5,835.00 | \$ 116,700.00 |
|  | Round-Tlip Airfare-Coach per Student | Includes baggage fee of $\$ 25.00$ each way, total $\$ 50.00$ | 20 Each | \$ 650.00 | \$ 13,000.00 |
|  | Hotel per Student | \$150.00/Day, includes taxes. | 20 Each | \$ 600.00 | \$ 12,000.00 |
|  | Meal Per Diem/Student per Trip | 4 Days assumed, to include $1 / 2$ day travel each way. | 20 Sudents | \$ 56.00 Day | \$ 4,480.00 |
|  | Car Rental |  | 10 Cars | \$ 180.00 Cambay | \$ 9,020.00 |
| c | Travel Cost Total |  |  |  |  |
|  |  |  |  |  | \$ 38,500.00 |

Error, over stated \$20.00. Should read \$9,000.00

Travel total should read: \$38,480.00

Error, over stated \$20.00. Should read \$9,000.00
Travel Total should read: \$38,480.00

ATTACHMENT A - PRICE SCHEDULE, Rev. 6/8/15


Total Error Should read \$40.00 less @ \$90,290.00

Total should read: \$3,150,389.00

City of San Antonio Invitation for Bid: Solicitation $\mathrm{N}^{\mathrm{o}} 6100005961$ Single Engine Turbine Helicopter Purchase for City of San Antonio Police Department

Due: June 12, 2015

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## City of San Antonio <br> Finance Department - Purchasing Division <br> Local Preference Program Identification Form

The City of San Antonio Local Preference Program, described in the San Antonio City Code Chapter 2, Article Xil, establishes a local preference for specific contracing categories. Each time a bidder or respondent submits a bid for a solicitation, this Local Preference Program ldentification Fom must be completed and urned in with the solicitation response in order to be identified as a City Business and recelve the preference described below. The City will not rely on Local Preference Program dentification Forms submitted with prior or contemporaneous bids or proposals.

The Local Preference Program allows the city to grant a preference to a business meeting the definition of city Business in the award of the following ypes of contracts, when selection is made based on price alone:

- Personal Property (Goods / Supplies): The ocal bidder's price must be within $3 \%$ of the price of the lowest non-local bidder for contracts of $\$ 50,000$ or more:
- Non-professional Services: The local bidder's price must be within $3 \%$ of the price of the lowest nonlocal bidder for contracts of $\$ 50,000$ lo minder $\$ 500,000$;
- Construction Sevices: The local bidder's price must be within $3 \%$ of the price of the lowest non-local bidder for contracts of $\$ 50,000$ to under $\$ 100,000$, excluding contracts awarded using alternative delivery methods.

The Local Preference Program also allows the award of additional points, when mutiple evaluation criteria are used in the award of professional service comtracts, where the selection process is not governed by statute and in revenue generating and concession contracts. A business meeting the definition of city Business stated below may be awarded 10 points for being headquartered within the city, or 5 points for having a local office within the city.

Moreover, the program recognizes foint venture agreements and allows for apportioning of points based upon the percentage of ownership of joint ventures by City Businesses responding to solicitations for which discretionary points are applied. For solicitations where selection is made based on price alone, all members of a joint venture must be City Businesses for the preference to be applied.

City Business is defined as a business headquartered within the incopporated San Antonio city limits for one year or more $O R$ one that meets the following conditions:

- Has an established place of business for one year or more in the incorporated limits of the City:
(a) from which at least 100 of its employees $O R$ at teast $20 \%$ of is total full-time, part-ime and contract employees are reguarly based; and
(b) from which a substantial role in the business ${ }^{2}$ performance of a commercially useful function or a substantial part of its operations is conducked by hhose employees.

A bocation utilized solely as a post office box, mail drop or telephone message center or any similar combination, with no other substantial work function, is not a City Business.

For the purposes of this program, Headquartered is denned as the place where a business entity's officers clirect, control, and coordinate the entity's activites.

NOTE: Bidders / Respondents are required to submit documentation to substantiate that the requirements of a City Business have been met. Examples of documentation may inctude, but are not imited to the foltowing:

1. Existence of local headquetters or office: For corporations, Texas Comptroller's listing of names/addresses of officers and directors. For partnerships, partnership agreement and any documents identifying the current managing partners and their current work addresses
2. Evidence of local headquarters or office ha existence for one year or more: Utilty bills, real property lease agreements, equipment leases, personal propery taxes, real property taxes
3. Evidence of number of employees: Organizational chats, payroll records by location

Due: June 12, 2015

City of San Antonio<br>Finance Department - Purchasing Division<br>Local Preference Program Identification Form

CITY RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION TO VALIDATE BIDDERSTRESPONDENTS' DESIGNATION AS A CITY BUSINESS.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR RESPONSE EVEN IF YOU ARE NOT SEEKING A LOCAL PREFERENCE. THE BIDDER / RESPONDENT MUST COMPLETE THE FOLLOWING FORM TO BE IDENTIFIED AS A CITY BUSINESS. IF BIDDER/RESPONDENT IS SUBMITTING AS A JONT VENTURE, EACH CITY BUSINESS THAT IS A MEMBER OF THE JOINT VENTURE MUST COMPLETE AND SIGN THIS FORM.

PROVIDE THE FOLLOWING INFORMATION IF BIDDER/ RESPONDENT IS SUBAITTING AS PART OF A JOINT VENTURE. Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a witten agreement, between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilties in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the nanagement of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

STATE BIDDER'S / RESPONDENT'S PERCENTAGE OF OWNERSHIP IN THE IOINT VENTURE: 0 \% \%
SUBMIT A COPY OF THE JOINT VENTURE AGREEMENT. SUBMIT ANY OTHER DOCUMENTATION REQUESTED BY CITY TO SUBSTANTIATE THE EXISTANCE OF AND/OR PARTICIPATION IN THE JOINT VENTURE. NO PREFERENCE POINTS WILL BE ALLOCATED TO A JOINT VENTURE THAT FALLS TO SUBMIT REQURED DOCUMENTATION.

SOLICTATION NAMENUMBER:

$$
6100005961
$$

PROVIDE THE FOLLOWNG WFORMATION REGARDNG BIDDER'S $I$ RESPONDENT'S HEADQUARTERS:

| Name of Business: | Airbus Helicopters, Inc. |  |
| :--- | :--- | :--- |
| Physical Address: | 2701 N Forum Drive |  |
| City, State, Zip Code: | Grand Prairie, Texas 75052 |  |
| Phone Number: | $972-641-0000$ |  |
| Email Address: | christie. white@airbus.com |  |
| Provide the total number of full-time, part-time, and contract persomel emptoyed by <br> Bidder/Respondent: 824 |  |  |
| Is Business headquarered within the incorporated San <br> Antonio city limits? (circle one) | Yes | W6 |
| Has the business been headquartered in the incorpotated <br> San Antonio city limits for one year or more? (circie one) | Yes | Xo |

If the answers to the questions above are "Yes", stop here. If the answer to either of the above questions is "No", provide responses to the following questions:

## City of San Antonio

Finance Department - Purchasing Division

## Local Preference Program Identification Form

FROVIDE THE FOLLOWING MFORMATION REGARDING BIDDER'S / RESPONDENT'S LOCAL OFFICE (IF APPLICABLE):

NOT APPLICALBE TO AIRBUS HELICOPTERS, INC.

| Name of Business: |  |  |
| :--- | :--- | :--- |
| Physical Address: |  |  |
| City, State, Zip Code: |  |  |
| Phone Number: |  |  |
| Email Address: |  |  |
| Provide the total number of ful-time, part-time, and contract personnel employed by <br> Bidder / Respondent in the local office: |  |  |
| Is the business tocated in the incorporated San Antonio city <br> limits? (circle one) | Yes | No |
| Has the business been located in the incorporated San <br> Antonio city limits for one year or more? (circle one) | Yes | No |
| Are at least 100 full-time, part-time or contract employees <br> regulary based in the San Antonio offce? (circle one) | Yes | No |
| Are at least 20\% of the business' total full-time, part-time or <br> contract employees regularly based in the San Antonio <br> office? (circle one) | Yes | No |
| Do the employees in the San Antonio office perform a <br> substantial role in the business performance of a <br> commercially useful function or are a substantial part of the <br> business operations conducted in the San Antonio office? <br> (circle one) | Yes | No |

## City of San Antonio

Finance Department - Purchasing Division

## Local Preference Program Identification Form

## ACKNOWLEDGEMENT

THE STATE OF TEXAS

I cerify that my responses and the information provided on this Local Preference Program Identification Form are true and correct to the best of my personal knowiedge and belief and that I have made no wilful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am avare that any information given by me on this Local Preference Program Identification Form may be investigated and I herepy give my fuil permission for any such investigation, including the inspection of business records and site/visits by city or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowiedge that providing false information is grounds for debarment.


June 12, 2015
Date

This Local Preference Identification Form must be submitted with the bidder's / respondent's bid/proposal response.

## Attachment C - Non-Discrimination Ordinance

## [BLANK]

## ATTACHMENTC

## NON-DISCRIMINATIONOROINANCE

Non-discrimination. As a party to this contact, Vendor understands and agrees to comply with the Non-Discmmanation Policy of the Ciky of San Antonio contaned in Chapter 2 . Article $X$ of the City Code and futher, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identiy, veteran status, age or disability, unless exempted by state on federal law, or as otherwise established herein.

Understood.

## [BLANK]

## Attachment D - Supplemental Information Related to the State of Texas Conflict of Interest Requirement

## [BLANK]

City of San Antonio
HELICOPTERS

## Original submitted to the Office of the City Clerk

## CONFLICT OF INTEREST QUESTIONNAIRE <br> For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the taw by H.B. 1491, goth Leg., Regular Session. This questionnaire is being fled in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006 (a).

By law this questionnaire must be flled with the records administrator of the local govermmental entity not later than the 7 th business day after the date the person becomes aware of facts that require the statement to be filied. See Section 176.006, Local Govemment Code.

A person commits an offense if the person knowingly violates Section 176.006, Locat Govemment Code. An offense under this section is a Class C misdemeanor.

1) Name of person who has a business relationshif with local governmental entity.

Christie White-Mays
Check this box if you are filing an update to a previousty filed questionnaire.
(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7 th business day affer the dake the originatly fled questiomaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.
City of San Antonio / Marilyn Timlake, lanette Torres-Gioria, Angela Alonso-Smith
Name of Officer
This section (item 3 noluding subpats A, B, C \& D) must be completed for each officer with whom the filer has an employment or other business relationship as demined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIO as necessary.
A. Is the local government officer named in this section receiving or likely to recelve taxable income, other than investment income, from the filer of the questionnaire?

B. Is the filer of the questionnaire receiving or lely for receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxabie income is not recelved from the tocal govemmental entity?

C. Is the fiter of this questionnaire employed by a corporation ar other business entity with respect to which the local government officer serves as an officer or directot, or holds an ownership of 10 percent or more?

D. Describe each employment or business relationship with the local government officer named in this section.

Not applicable

Christie White-Mays
Signature of person doing business with the gowermmental entily

Iune 5, 2015

Date

## Original submitted to the Office of the City Clerk



## Attachment E - Veteran-Owned Small Business Preference Program (VOSBPP) Language and Form

## [BLANK]

Due: June 12, 2015

## City of San Antonio

Veteran-Owned Small Business Program Tracking Form

Authority. San Antonio City Code Chapter 2, Articie XI describes the City's veteran-owned small business preference program.

Tracking. This solicitation is not eligible for a preference based on status as a veteran-owned small business (VOSB). Nevertheless, in order to determine whether the program can be expanded at a later date, the City tracks VOSB participation at both prime contract and subcontract levels.

Certification. The City relies on inclusion in the database of veteran-owned small businesses (VOSB) maintained by the U.S. Small Business Administration to verify VOSB status; however, veteran status may also be confirmed by certification by another public or private entity that uses similar centification procedures.

Definitions.
The program uses the federal definitions of veteran and veteran-owned small business found in 38 CFR Part 74.

- The term "veteran" means a person who served on active duty with the U.S. Army, Air Force, Navy, Marine Corps, Coast Guard, for any length of time and at any place and who was discharged or released under conditions other than dishonorable. Reservists or members of the National Guard called to federal active duty or disabled from a disease or infury incurred or aggravated in tine of dufy or while in training stafus.
- A veteran-owned small business is a business that is not less than 51 percent owned by one or more veterans, or in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; the management and caily business operations of which are controlled by one or more veterans and qualifies as "small" for Federal business size stand purposes.

The program uses the below definition of joint venture.

- Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a witten agreement, between two or more independently owned and controled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsifilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

The program does not distinguish between a veteran and a service-disabled veteran-owned business and is not limited geographicaliy.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR BIDIPROPOSAL.

## INSTRUCTIONS

- IF SUBMITTING AS A PRIME CONTRACTOR ONLY, COMPLETE SECTION 1 OF THS FORM.
- IF SUBMITTING AS A PRIME CONTRACTOR UTILIZING A SUBCONTRACTOR, COMPLETE SECTIONS 1 AND 2 OF THIS FORM.


## City of San Antonio <br> Veteran-Owned Small Business Program Tracking Form

SOLICITATION NAMENUMBER: SAPD Single Engine Turbine Helicopter Purchase / 6100005961

| Name of Respondent: | Airbus Helicopters, Inc. |  |
| :---: | :---: | :---: |
| Physical Address: | 2701 N. Forum Drive |  |
| Cay, State, Zip Code: | Grand Prainie, TX 75052 |  |
| Phone Number: | 972-641-0000 |  |
| Email Address: | christie:white@airbus.com |  |
| Is Respondent certified as a VOSB with the U.S. Small Business Administration? <br> (circle one) | Yes | 3 |
| If yes, provide the SBA Certification \# |  |  |
| If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one) | Yes | \% |
| If $y e s$, provide the name of the enfity who has certified Respondent as a VOSB. Include any identifying certification numbers. |  |  |
| Paricipation Percentage: | 0\% |  |
| Participation Dollar Amount: | \$0.00 |  |


| Is Respondent subcontracting with a business that is certified as a VOSB? (circle one) | Yes | No |
| :---: | :---: | :---: |
| Name of SUBCONTRACTOR Veteran-Owned Small Business: |  |  |
| Physical Address: |  |  |
| City, State, Zip Code: |  |  |
| Phone Number: |  |  |
| Emailil Address: |  |  |
| Is SUBCONTRACTOR certified as a VOSE with the U.S. Small Business Administration? (circle one) | Yes | No |
| If yes, provide the SEA Certification \# |  |  |
| If not certified by the SBA, is SUBCONTRACTOR certified as a VOSB by another public or private entify that uses similar certification procedures? (circle one) | Yes | No |
| If yes. provide the name of the entify who has certified SUBCONTRACTOR as a VOSB. Include any identifying certification rumbers. |  |  |
| Participation Percentage: |  |  |
| Participation Dollar Amount |  |  |

## City of San Antonio <br> Veteran-Owned Small Business Program Tracking Form

## ACKNOWLEDGEMENT

## THE STATE OF TEXÁS

I certify that my responses and the information provided on this Veteran-Owned Small Business Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no wilful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Veteran-Owned Small Business Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by city of its authorized representative. I fully acknowiedge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I futher acknowledge that providing false information/s grounds for debarment.

(Signature) Auhonized Representative of BidderfRespondent

VP \& CFO

Title

June 12, 2015
Date

This Veteran-Owned Small Business Frogram Tracking Form must be subnitted with the
BidderRespondent's bidfproposal.

## [BLANK]

## Attachment F - SAPD Custom Eagle Graphic

## [BLANK]

HELICOPTERS

## ATIACHMENT E SAPD Eagie Custom Graphic

Color: Black Outine, Gold and White inset colors

whierstood

## [BLANK]

City of San Antonio Invitation for Bid: Solicitation $\mathrm{N}^{\mathrm{o}} 6100005961$ Single Engine Turbine Helicopter Purchase for City of San Antonio Police Department

## [BLANK]

City of San Antonio Invitation for Bid: Solicitation $\mathrm{N}^{0} 6100005961$ Single Engine Turbine Helicopter Purchase for City of San Antonio Police Department

Due: June 12, 2015

City of San Antonio Invitation for Bid: Solicitation $\mathrm{N}^{0} 6100005961$ Single Engine Turbine Helicopter Purchase for City of San Antonio Police Department

Due: June 12, 2015


Understood.

City of San Antonio Invitation for Bid: Solicitation $\mathrm{N}^{\mathrm{o}} 6100005961$ Single Engine Turbine Helicopter Purchase for City of San Antonio Police Department

Due: June 12, 2015


Uncierstood.

## Addendum I

## [BLANK]



## City of San Antonio

| SUBJECT: | Invitation to Bid (IFB) for SAPD Single Engine Turbine Helicopter Purchase, (IFB <br> RFXX 6100005961), Scheduled to Open: June 12, 2015; Date of Issue: May 20, <br> $\mathbf{2 0 1 5}$ |
| :--- | :--- |
| FROM: | Paul Calapa <br> Procurement Administrator |
| DATE: | June 04, 2015 |

THIS NOTICE SHALL SERVE AS ADDENDUM NO. I - TO THE ABOVE REFERENCED INVITATION FOR BID

## THE ABOVE MENTIONED INVITATION FOR BID IS AMENDED AS FOLLOWS:

1. Page 1, Changed: IFB Submission date extended to June 12, 2015 p.m. Central Time.
2. Page 11, Section 4.3 PRODUCT SPECIFICATIONS PER HELICOPTER, section 4.3.2.20 changed to read:
4.3.2.20 Fixed Provisions for Track and Balancing equipment on the center console panel for a Chadwick $8500 \mathrm{c}+$. See Altachment G-Pictures
3. Page 12, Section 4.3 PRODUCT SPECIFICATIONS PER HELICOPTER, section 4.3.5.1 changed to read:
4.3.5.1 SAPD Customized Design, Preparation Configuration, purchase and installation of FAA Certified Mount and Installation of MetaMap Airborne Moving Map System, MRC30-128 Ruggedized Computer with Intel Core i7, 128 RAM, Garmin GPS, ARK9215H Avalex Keyboard, with all needed wiring, connections, licensing and required software with a 2 year warranty and installation to include a Customer Furnished Equipment (CFE)-Macro Blue $10.4^{\prime \prime}$ min 1500 nits with Touch screen and NVG Compatible.
4. Page 27, Changed Price Schedule Section 4.2.17 Progress Inspection Travei. Hotel, Meals, Car Rental and Travel Cost Total read per Student changed to read per Person.
5. Page 31, Changed Price Schedule Section B, C, \& D, Quantity read 1 Each. It was removed to leave field blank.
6. Page 46, Changed Section 4.4.6 read shared rates and now reads shared cars. Car rental bids shall include added insurance coverage and will be based on shared cars as specified in Price Schedule.
7. Changed Price Schedule: Attachment A: Has been updated for clarification. Refer to Question 3 below.

The City of San Antonio hosted a pre-subrnittal conference May 28, 2015 to provide information and clarification for the SAPD Single Engine Turbine Helicopter Purchase IFB. Below is a list of questions that were asked. The City's official response to questions asked is as follows:

## Questions From Respondent 1:

Respondent 1: Questions Submitted

1. Clarify that all items listed in this paragraph are Customer Furnished Equipment. Section 4.3.5.
Response: The only Customer Furnished Equipment is 1. Macro-Blue 10.4 Monitor, 2. SX-5 Searchlight to include Gimbal, Junction Box and Hand Controller, 3. SLASS Box.
2. Attachment A - Price Schedule - 4.2.17-Progress Inspections Travel- I. Since the Inspection Trips are one day trips, is a hotel required?
Response: Yes, changed to read with overnight stay.
3. 4.2.17, 4.4.4, and 4.4.5: For each of these sections, the rental cars are shared between students and or SAPD personnel. However, Section C requires a price per student/SAPD personnel for both the unit price and extended.
Response: Sections on Attachment A - Price Schedule 4.2.17, 4.4.1, 4.4.2, 4.4.3, 4.4.4, and 4.4.5 have changed for ctarification.

- Removed cost per person per trip and entered each values. On Car Rental removed Shared Cost per Student and changed to number of cars needed.
- On (C) Travel Cost section it read Price per student Per Trip. It has been changed to read, Travel Cost Total.
- The Price Schedule header read Quantity and changed to read Estimated Quantity.
- Next to each training course the question, Number of training days $\qquad$ -.

4. Section 4.3.2.20 - Fixed Provisions for Track and Balance.
(a) Is there a specific vendor system that SAPD would want installed on the aircraft? Response: No, we just want it installed and compatible with the Chadwick $8500 \mathrm{C}+$.
(b) Does SAPD currently have fixed provisions installed, if so, can photos be provided? Response: Yes, photos have been uploaded as a separate Attachment $G$.
5. (a) Section 4.3.5.4 - Please supply the make and model of the SAPD supplied police radio.
Response: Harris Corp. Unity XG-100M police radio and CH-721 Control Head

Finance Department, Purchasing Division
PO Box 839966 - San Antonio, TX 782833966 - Tel: 2102077260
(b) When does SAPD anticipate an award to the selected vendor of choice?

Response: August 2015
6. How much was paid by COSA for the last Helicopter?

Response: $\$ 2,589,000.00$
7. Is acceptance fight done at the vendor or manufacturer? Response: At the Completion center.
8. What's the estimate time for award?

Response: August 2015
9. Can you elaborate on what is the latest manufacturer current year model? If delivery due in Januay 2016 can we deliver a 2015 model? Response: A 2015 model is acceptable if the most current model year available.

## Respondent 2: Question Submited

10. Does this bid include the purchase and the interior completion of the halicopter?

Response: Yes

Date

## June 12, 2015

Company Name Airbus Helicopters, Inc.
Address 2701 N Forim Drive


## [BLANK]

## Addendum II

## [BLANK]

 HELICOPTERS

## City of San Antonio

| SUB,SECT: | Invitation to Bid (IFB) for SAPD Single Engine Turbine Helicopeer Purchase, (IFB RFX\# 6100905961), Scheduled to Open: June 12, 2015; Date of Issue: May 20, 2015 |
| :---: | :---: |
| FROM: | Paut Calapa |
|  | Procurement Administrator |
| DATE: | June 08, 2015 |

## THS NOTLCE SHALL SERVE AS ADDENDUH NO. II - TO THE ABOVE REFERENCED INVITATION FOR BID

THE ABOVE MENTIONED INVITATON FOR BID IS AMENDED AS FOLLOWS:

1. Section 005-Supplemental Tems and Condfitions, Incorpgation of Attachments, Attachment A - Price Schedule is hereby revised to rgad Attachment A - Price Schedule, Rev. 6/8/15. A copy of the new Price Schedul is attached to this addendum. Bidders must use the newfy revised grice gechedude to subtrit a bid.


## [BLANK]

## Section B-Pricing Details



## [BLANK]

## Configuration

## [BLANK]

## SAN ANTONTO POLICE DEPARTMENT <br> ECI208-PARAPUELIC



| ATRFRAMF EQUMPMEN: Fackuy bistalico |  |  |  | Inclixded |
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| 07-37001-50-Cl | Comfort Cabin Layout |  |  |  |
| $05-42901-90-9$ | Air Conditioning System |  |  |  |
| 05-37001-60-R | Dual Controls |  |  |  |
| 15537034-60-C | Whatiturction Cydic |  |  |  |
| 5591001-80 | Dual Grome Handing Wheels |  |  |  |
| 05-2000-40-C | Engiae Washing Dexice |  |  |  |
| AMOMCS: Fackry fustitag |  |  |  | inctuded |
|  | * | CME4ant | Garmin | Frovided is hosse equiperent at deflery. |
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|  | Tfrapmpandif. | G1X3\% | Grimit |  |
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|  | EIT |  | Kammad |  |
|  | Atthlue Gyou | H321EGP4 | Tisties |  |
|  | Compass System | RCS53A. | Fcanamed |  |
|  | HS | K1525A | Hatenvell |  |
|  | Maynetic Compass |  |  |  |
|  | Avenics Master Smich |  |  |  |
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|  | Chrononieter |  |  |  |


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|  |  | 38,791 |
|  |  | 3 mm |
|  | FRTST ADMTT | 298 |
| C12030000 | HOURMETER-COLLECTIVE ACTMATED-APH | 3,928 |
|  | PANT CENTER CONSOUEBIACK | 1,449 |
| C120600033 | SEALED LEAD ACID EATIERY - AhI | 4,614 |
| C120000139 | SKW SHOES - CARBDE FULI IENGTH-ECF | 6,062 |
| C120ftiont 4 | WPE STRIK PROTECTHN COMPIETE KIT-ECF | 34,384 |
| [ $\mathrm{HSSSION} \mathrm{EQUPGEMT:}$ |  | 5533.903 |
| C120006020 | LGUT-SX5-CREDIT FOR COMPLETECFE EXCL CAEEES | (27,097) |
|  |  | 58.584 |
|  | APHLY M-45 TO SKAS | 3,266 |
|  |  | 56,827 |
|  | WASS NOSE MCH ${ }^{\text {NT }}$ | 27,342 |
|  | MEEKER DT-1 LOWER MALE DOVCAA MOUNT | 2,983 |
| C1200t0011 CFE | SLASS [INCL CYCLIC A-WAY FOCUS COETRKO ONOFT | 22,548 |
|  | SiASS-CREDT FOR CFE | (13,451) |
|  | WESCAM MX-10 | 327,539 |
|  |  | 40,720 |
|  | MX-10 GEOPACKAGE DATA W/ GPs (ux.GEO-GPS-107 | 23,269 |
|  | MX-10 SEARCHIGHT WIEREACE (MX-St [F-00) | 11,053 |
|  |  | 11,053 |
|  |  | 3,490 |
|  | CONAECTOR KIT-BULKHEAD (CONN-B才ICK-**10) | 5,817 |
| AYOHCS: |  | 275085 |

[^1][^2]

## Training \& Travel

## [BLANK]

## SAN ATHOMO POLMCE DEPARTMENT <br> ECI20S-FAFAPUBE $:$

TRAINING / MAVE DETALS

| Recurrent Flight Traning- Ve |  |
| :---: | :---: |
| Thenty (20) Plods (All Recumpent Taining to be conducted at AECs Facidy in Grand Praitie, TX) <br> * Hranng to occur min 201 A <br> - Ten (to) ground schcol's with sum (2) pidas in ench coerse <br> - Training course durations - Three (3) days <br>  <br> - Training to occer in AH Al Alcomf | \$11,140 |
| Travel Expenses for Above Twenty (20) Piots <br>  <br> - Inctudes Baggage Fees* <br>  <br>  | 30,500 |
|  |  |
|  |  |
|  |  |
|  <br>  |  |
| 4. Figgage Fees: |  |
| 5. Expensea reindursed are mit to exgend Hive vabres. |  |
|  | 5149, 6 |
| Recurtent Flight Trainixy- Year 201复: |  |
| Twenty (20) Plots (All Recurent Traininy in be conkucted at AEC's Facility in Grand Praine, $\mathbf{T X}$ ) <br> - Tranigg to occir in 2048 <br>  <br> - Trainig coume durafion - Theen 3 dizys <br>  <br>  | 16,700 |
| Travel Expenses for Above Twenty (0m) Pilats <br>  <br> * noctuites Bagrage fees** <br> * Aifare requires 24 -day anvance incheting. ** <br>  | 38,560 |
|  |  |
|  |  |
|  |  |
|  numbers of growps with the minigusn number nif atwdienta. |  |
| 4. Exagrage Fese: |  |
|  |  |
|  | \$155209 |
|  |  |
| One (1) Mechanics (A A Mainfenance Training to be conthuted al At and FBUSA's Facilfies in Grand Prairie, TX) <br> - Studerts must athend reguay schisedaded diasses <br>  | Sarncasd |
| Travel Expenses for Above One (1) Mecharic <br>  <br> - Incudes Raggaye Fees ${ }^{-1}$ <br>  | 7,346 |
|  |  |
|  <br> 2 Car rental dees nnelude adritural insuranoe coverage. |  |
| 4. Eragaja Fens: 525.00 eack wiy <br> 5. Expenses reimbursed are not to exoent the vianas |  |
|  |  |

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## Progress Inspection Trip Travel

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## AIRBUS <br> HELCOPTERS

# SAN ANTONIO POLICE OEPART紜WT <br> ECI20B - PARAPITRIC <br> PROGRESS WESPECTION TRE/TRAVEL OETALLS 

## TMSPECTON RAVEA EXPENSES:

```
Progress lnspectionTMipH-Grand Prairie, Texas (Day Trip)
    2,992
    - ncindas Hotel (1 night, Ainfan: **, Car Renta
```



```
Propgess haspecion THip##, Grand Prairic, Texas (Day Tri⿻)
2,992
    - Mccudes Hoted (1 night), Ajprame Ne, Car Renta
```


* Anplicible Travel Expense Itates
1. Andichete cravel Expense mates:





[^0]:    Vendor and is subcontractors, if any, shall propenty, accurately and competely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to the City at their respective offices, at all reasonable fimes and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period Endersicod.

[^1]:    
    ThTING MONITOR MOUNT / /AHS

[^2]:    
    

