



CITY OF SAN ANTONIO
PURCHASING AND GENERAL SERVICES DEPARTMENT

FORMAL INVITATION FOR BID ("IFB") NO.: 6100010022

SAPD SINGLE ENGINE TURBINE HELICOPTER

Date Issued: APRIL 2, 2018

BIDS MUST BE RECEIVED NO LATER THAN:
2:00 PM CENTRAL TIME, APRIL 23, 2018

Bids may be submitted by any of the following means:

Electronic submission through the Portal

Hard copy in person or by mail

Address for hard copy responses:

Physical Address:

City Clerk's Office

100 Military Plaza 1ST Floor, City Hall
San Antonio, Texas 78205

Mailing Address:

City Clerk's Office

P.O. Box 839966

San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

"SAPD SINGLE ENGINE TURBINE HELICOPTER"

Bid Due Date: 2:00 p.m., CT, APRIL 23, 2018

Bid No.: 6100010022

Bidder's Name and Address

Bid Bond: NO

Performance Bond: NO

Payment Bond: NO

Other: NO

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: NO

DBE / ACDBE Requirements: NO

See Instructions for Bidders and Attachments sections for more information on these requirements. Pre-

Submittal Conference * YES

***Pre-Submittal Conference:**

City of San Antonio Public Safety Headquarters, Conference Room # 5417,

315 S. Santa Rosa, 5th Floor, San Antonio, TX 78205, at 10:00 a.m., Central Time, on Thursday on April 12, 2018

DIAL IN INFORMATION: 855-850-2672

ACCESS CODE: 995 161 323

Staff Contact Person: ANGELA ALONSO-SMITH, PROCUREMENT SPECIALIST III,

P.O. Box 839966, San Antonio, TX 78283-3966.

Email: Angela.Alonso-Smith@sanantonio.gov

SDEDA Contact Information: 210-207-0071, David Rodriguez, at David.Rodriguez3@sanantonio.gov,

002 - TABLE OF CONTENTS

002 - TABLE OF CONTENTS	2
003 - INSTRUCTIONS FOR BIDDERS	3
004 - SPECIFICATIONS / SCOPE OF SERVICES	10
005 - SUPPLEMENTAL TERMS & CONDITIONS	18
006 - GENERAL TERMS & CONDITIONS	21
007 - SIGNATURE PAGE	26
008 - STANDARD DEFINITIONS	27
009 – ATTACHMENTS	29

003 - INSTRUCTIONS 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 title of the bid solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any bid or modification received after the time and date stated on the Cover Page shall be rejected.

Submission of Electronic Bids. Submit one bid electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any bid or modification received after the time and date stated on the Cover Page shall be rejected. All forms 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 City by facsimile or email shall be rejected.

Modified Bids. Bids may be modified provided such modifications are received prior to the time and date set for submission of bids, and submitted in the same manner as original bids. For hard copy bids, provide a cover letter with the bid, indicating it is a modified bid and that the Original bid is being withdrawn. For electronic bids, a modified bid will automatically replace a prior bid submission. See below for information on submitting Alternate Bids.

City 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 submission, with accompanying affirmations, constitutes a binding signature for all purposes.

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

Certified Vendor Registration Form. If Bidder has not completed City's Certified Vendor Registration (CVR) Form, Bidder is required to do so prior to the due date for submission of bids. The CVR form may be accessed at: <http://www.sanantonio.gov/purchasing/>. Bidders must identify 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 title), shortened or short-hand names will be accepted in place of the full, true and correct legal name of the entity.

Alternate Bids. Alternate 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 manner as submission of other bids. Alternate bids must be marked consecutively on the envelope as Alternate Bid No. 1, 2, etc. Failure to submit alternate bids in separate envelopes may result in rejection of a bid.

Electronic Alternate Bids Submitted Through the Portal. All alternate 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 manufacturer's latest dated price list(s). Said price list(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. Manufacturers' 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 submit 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 Purchasing & General Services Department.

Specified items identified herein, if any, are for overall bid evaluation and represent the commonly and most used items. Net prices entered for those specified items must reflect the actual price derived from quoted price list 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 Council 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 and/or bid submitted by Bidder. Violation 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 include:

Bidders may ask verbal questions concerning this IFB at the Pre-Submittal Conference.

Bidders may submit written questions, or objections to specifications, concerning this IFB to the Staff Contact Person listed on the Cover Page on or before 7 calendar days prior to the date bids are due. Questions received after the stated deadline 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 clarification 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 City’s request.

Bidders and/or 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 and/or 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 Affirmative Procurement Initiatives, it will be noted on the Cover Page.

If this solicitation contains DBE/ACDBE requirements, bidders and/or their agents may contact the Aviation Department’s DBE/ACDBE 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-mail at lisa.brice@sanantonio.gov. Bidders and/or their agents may contact Ms. Brice at any time prior to the due date for submission of bids. Contacting her or her office regarding this IFB after the bid due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

Pre-Submittal Conference.

If a Pre-Submittal 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 writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. City’s responses to questions received prior to the conference may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. Call the Staff Contact Person for information 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 other assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing 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 original IFB. Changes are captured by creating a replacement version each time the IFB is changed. It is Bidder’s responsibility to check for new versions

until the bid due date. City will assume that all bids received are based on the final version of the IFB 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 IFB.

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, unintelligible or illegible 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 Item Bids. Any bid that is considered for award by each unit or line item, must include a price for each unit or line item for which Bidder wishes to be considered. All bids are awarded on the basis of low line item, low total line 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 Terms & Conditions.

All or 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 result in the bid being deemed nonresponsive and disqualified from consideration. An "All or None" bid is one in which City 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, unless specified otherwise in this IFB. Proposed delivery times must be specific. Phrases such as "as required", "as soon as possible" or "prompt" may result 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 certificate will be signed by City where applicable upon request by Bidder after contract award.

Description of Supplies.

Any brand names, catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate quality and capability desired.

Bids submitted for comparable items must clearly identify the proposed product, model, and type, as applicable, and shall include manufacturer specification 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 suitability of comparable items.

Pro-rata adjustments to packaging and pricing may be allowed at the sole discretion of City.

Samples, Demonstrations and Pre-award Testing. If requested by City, Bidder shall provide product samples, demonstrations, and/or testing of items bid to ensure compliance 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. All samples (including return thereof), demonstrations, and/or testing shall be at Bidder's expense. Samples will be returned upon written request. Requests for return of samples must be made in writing at the time the samples are provided. Otherwise, samples will become property of City at no cost to City. Samples that are consumed or destroyed 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 quantities as needed. Where a contract is awarded on a unit price basis, payment shall be based on the actual quantities supplied.

Bidders shall 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 sites/locations 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 Proprietary Information. All bids become the property of the City upon receipt and will not be returned. Any information deemed to be confidential 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 confidential.

Interlocal Participation.

City may engage in cooperative purchasing with other governmental entities or governmental cooperatives ("Entity" or "Entities") to enhance City's purchasing power. At City's sole discretion and option, City may inform other Entities that they may acquire items 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 IFB. Such acquisition(s) shall be at the prices stated in the bid, and shall be subject to Bidder's acceptance. Entities desiring to acquire items 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 Entities desiring to utilize this bid.

Bidder must sign and submit the rider, if attached to this IFB, with its bid, indicating whether Bidder wishes to allow other Entities to use its bid. Bidder shall sign and return 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-Submittal Conference, if any, or during any phase of the selection process.

Rejection of Bids.

City may reject any and all bids, in whole or in part, cancel the IFB and reissue the solicitation. City 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 conditional; or

Any other reason that would lead City to believe that the bid is non-responsive or Bidder is not responsible.

City, in its sole discretion, may also waive any minor informalities or irregularities in any bid, such as failure to submit sufficient bid copies, failure to submit literature or similar attachments, or business affiliation information.

Variances and Exceptions to Bid Terms. In order to comply with State law, bidders must submit bids 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 submitted on the forms furnished. Bids that change the format or content of City's IFB will be rejected.

Withdrawal of Bids. Bids may be withdrawn prior to the time set for the bid opening. Written notice of withdrawal shall be provided to the City Clerk for bids submitted in hard copy. Bids submitted electronically may be withdrawn electronically.

Bid Opening. Bids will be opened publicly and read aloud at 2:30 p.m. Central Time on the day the bids are due. Bid openings are held at Purchasing & General Services, Riverview Tower, 11th Floor, 111 Soledad, Suite 1100, San Antonio, Texas 78205.

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 responsibility of the bidder, and makes a recommendation to the City Council. The City Council makes the final determination regarding award.

City reserves the right to make an award on the basis of low line item, low total line 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 Terms & Conditions.

A written award of acceptance (manifested by a City Ordinance) and Purchase Order furnished to Bidder results in a binding contract without further action by either party. Vendor must have the Purchase Order before making any delivery.

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

Breaking of tie bids shall be in accordance with the Texas Local Government Code §271.901.

City reserves the right to delete items prior to the awarding of the contract, and purchase said items by other means.

Inspection of Facilities/Equipment.

Depending on the nature of the IFB, Bidders' facilities and equipment may be a determining factor in making the bid award. All bidders may be subject to inspection of their facilities and equipment.

Prospective bidders must prove beyond any doubt to City Purchasing Administrator that they are qualified 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 alone, but rather the net price as determined by applying the discount to the bid price, either per line item or total bid amount. However, City reserves the right to reject a discount if the percentage is too low 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 unable to pay within the discount period. City may always reject the discount and pay within the 30 day period, at City's sole option.

City will 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 terms 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.

Tabulations. 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 only, 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.

Bid Protest Procedures.

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

Bidder must deliver a written notice of protest to the Director within 7 calendar days of the posting of the intent to award. If Bidder does not file a written notice within this time, Bidder will have waived all rights to formally protest the intent to award. It is Bidder's responsibility to check the City'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 terms are defined in the Ethics Code, from having a financial interest in any contract with City or any

City agency such as City-owned utilities. An officer or employee has a “prohibited financial interest” in a contract with City or in the sale to City of land materials, 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, child 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 fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Conflict of Interest.

State of Texas Conflict of Interest Questionnaire (Form CIQ). Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed Form CIQ with the City Clerk if those persons meet the requirements under §176.006(a) of the statute.

By law this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Texas Local Government Code.

Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

<http://www.sanantonio.gov/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports>

In addition, please complete the **City’s Addendum to Form CIQ (Form CIQ-A)** and submit it with Form CIQ to the Office of the City Clerk. The Form CIQ-A can be found at:

<http://www.sanantonio.gov/atty/ethics/pdf/OCC-CIQ-Addendum.pdf>

When completed, the CIQ Form and the CIQ-A Form should be submitted together, either by mail or hand delivery, to the Office of the City Clerk. If mailing, mail to:

Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966.

If delivering by hand, deliver to:

Office of the City Clerk, City Hall, 100 Military Plaza, San Antonio, TX 78205.

Do not include these forms with your sealed bid. The Purchasing Division will not deliver the forms to the City Clerk for you.

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. It is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

Print and sign your completed Form 1295. Submit your signed Form 1295 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert "City of San Antonio". Where requested to provide the contract number, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234).

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

"Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency. (NOTE: The City of San Antonio should never be listed as the "Business entity".)

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

"Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.

"Intermediary," for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person's participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

Publicly traded business entities, including their wholly owned subsidiaries, are exempt from this requirement and are not required to submit Form 1295.

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 specifications listed herein for the San Antonio Police Department ("SAPD"). The new helicopter will be added to the current fleet of three Airbus models EC120B. Bids of the same model or proven equal will be considered. The Helicopter is a multipurpose aircraft that will be utilized by the SAPD Helicopter Patrol Unit and will be operated in urban environments providing air support to uniformed, field and covert police units as well as search and rescue operations, firefighting capabilities, and SWAT insertions.

4.2 GENERAL REQUIREMENTS:

- 4.2.1 Vendor shall provide a Single Engine Turbine Helicopter, Airbus H125 with a minimum of 3 rotor blades and 6 seats with standard equipment. Equipment shall be a brand new, manufacturer'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. Vendor shall service the helicopter in accordance with the manufacturer's recommended pre-delivery checklist. The helicopter must be ready for operation upon delivery and shall include all manufacturer's standard equipment unless otherwise specified herein.
- 4.2.2 Quantity and Model: The IFB is for one new, current year model, Single Engine Turbine Helicopter, Airbus H125 of the type currently in production at the time of bid award.
- 4.2.2.1 Additional requirements include: Progress Inspections, Standard Pilot Training Classes, Recurrency Flight Training, Mechanic Training, Instructor Pilot Training for non H125 Aircrafts, Travel (on a reimbursement basis), and Warranty as specified herein.
- 4.2.3 Vendor shall include and provide all upgrades that are available at the time of delivery at no additional charge.
- 4.2.4 Prices quoted are FOB Destination, San Antonio Police Department Hangar at 1233 99th Street, San Antonio, Texas, 78234 either via an acceptance flight and return flight to San Antonio, Stinson Airport, by two San Antonio Police Department Helicopter Detail members or freight truck as determined by the San Antonio Police Helicopter Detail.
- 4.2.5 Delivery - All deliveries will be coordinated with San Antonio Police Department Helicopter Detail Supervisor.
- 4.2.6 **Delivery must occur within 9 months after notification of contract award. City will take early delivery. Completion facility must be within 300 miles from the City of San Antonio.**
- 4.2.7 Nothing in the following specifications shall be construed to restrict bidding. The City desires competitive bidding. Where any brand or model is specified in this invitation, an "or equal" 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 number 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 or "proven equal" in quality and capability specified. All Bidders shall submit in the bid a copy of 004 Specifications/Scope of Work, Section 4.3 Product Specifications Per Helicopter, on pages 11-14 herein. The Vendor shall indicate on each item specification number whether they are in Compliance, "Equal quality" or Other for each specification requirement. The vendor 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.
- 4.2.8 A pre-bid conference will be conducted at **10:00 A.M, CT, Thursday, April 12, 2018**. Location will be at the SAPD Public Safety Headquarters, Conference Room # 5417, 315 S. Santa Rosa, 5th Floor, San Antonio, Texas 78205. DIAL IN INFORMATION: 855-850-2672, **ACCESS CODE: 995 161 323**.
- 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. The estimated cost(s) for Vendor to accomplish any anticipated modifications must be itemized on the bid and included in the total price bid for the helicopter.

- 4.2.10 Certification. The helicopter must have a standard airworthiness certificate 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 certificate. All equipment and accessories specified must be installed to meet SAPD's mission specifications and shall be FAA approved by a Supplemental Type Certificate ("STC"), or under an FAA "337" field approval.
- 4.2.11 Airworthiness Directives. Helicopters must meet all current airworthiness directives at the time of delivery. Any anticipated airworthiness directives must be listed on the bid, along with estimated costs associated with their compliance.
- 4.2.12 Paint & Graphic Design: All exterior painted airframe parts shall be covered with high quality polyurethane paint in a minimum three color paint scheme and include the custom graphic design per Attachment E herein.
- 4.2.13 Empty Weight and Useful Load (Internal and External). All bids shall include the helicopter's estimated empty weight and the estimated internal and external useful loads based on the installation of all equipment as specified herein. Helicopter must have a minimum of 2370 lbs. of useful load.
- 4.2.14 Basic Aircraft. Any equipment, capabilities, or provisions provided on a basic equipped aircraft of the make and model offered by the bidder shall be included on the aircraft per manufacturer's latest model in production. The equipment, provisions and capabilities specified herein are the minimum requirements.
- 4.2.15 Warranty. The helicopter and all optional equipment manufactured by the helicopter manufacturer shall be covered by a warranty until the unit reaches at least 3 years/2500 hours on the airframe and 3 years/2500 hours on the engine, whichever occurs first, after acceptance. The warranty period shall commence on the date and time the SAPD accepts the completed aircraft. The acceptance shall be in writing, dated and signed by the SAPD Helicopter Detail Supervisor or Traffic Captain, and shall identify the helicopter being accepted. The warranty shall cover labor, transportation, materials, parts and equipment, including repair or replacement for defective parts or faulty installation. The Vendor shall include a copy of the helicopter's warranty in their bid submission.
- 4.2.16 Progress Inspections. The City reserves the right to conduct 2 scheduled plant inspections with and 1 acceptance and delivery inspection by three to four members of the San Antonio Police Helicopter Detail to inspect the aircraft.
- 4.2.16.1 FIRST INSPECTION - Shall be a PDR (Preliminary Design Review) and will occur after contract award and before beginning the helicopter configuration.
- 4.2.16.2 SECOND INSPECTION - Progress Inspection shall occur when the unit reaches 1/2 completion.
- 4.2.16.3 THIRD INSPECTION - Acceptance and Delivery shall occur when the helicopter is complete and ready for delivery. On day one, two (2) Mechanics and a pilot will arrive and on day two, (2) additional people will arrive.

The first two inspections will consist of 2 nights stay, unless problems dictate longer visits and third inspection will consist of 3 nights stay. All travel expenses defined in Section 4.5 Reimbursable Travel Expenses will be paid/reimbursed by vendor. Transportation shall be by air if the location is greater than 150 miles from San Antonio. During acceptance and delivery Airfare will not apply for two (2) City mechanics. City mechanics will drive the City truck to the acceptance location to transport tools, ground handling equipment, spares, cases, manuals, and documents back to San Antonio.

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 6 seats with all standard equipment included. Blades (3 Each) with high visibility painted (M/R) rotor blades, to include shipping blade box that holds a complete set of aircraft blades.

- 4.3.1.1 Airframe Exterior - Three color exterior in SAPD paint scheme. See Attachment E – SAPD Helicopter Custom Graphic herein. (TBD by City upon award)

4.3.2 BASIC AIRCRAFT

- 4.3.2.1 LH Sliding Door w/Reduced Hi-Vis Door
- 4.3.2.2 Cabin Heating/Demisting Circuit
- 4.3.2.3 High Skid Landing Gear
- 4.3.2.4 Long Boarding Steps
- 4.3.2.5 Night Vision Goggle (NVG) , Vehicle Engine Monitor Device (VEMD) operations
- 4.3.2.6 200 Amp Auxelic Starter Generator
- 4.3.2.7 LED Fin Anti-collision Light
- 4.3.2.8 Vision 1000 Flight Data Monitoring System
- 4.3.2.9 Enhanced Thermal Protection on Rear Transmission
- 4.3.2.10 Right Hand Rear Sliding Door
- 4.3.2.11 Step – Cowling Maintenance – LH/RH
- 4.3.2.12 Pulsed Landing and Taxi Light
- 4.3.2.13 Hi-vis Main Rotor Blades One or Two Color – in Customer selected scheme and color
- 4.3.2.14 Exterior: Choice of up to three (3) colors
- 4.3.2.15 Interior: Factory covered seat cushions with protective vinyl flooring or coordinating utility carpet.
- 4.3.2.16 Rotor Brake
- 4.3.2.17 Wire Strike Protection System – EC – Fixed Provisions
- 4.3.2.18 Energy-Attenuating Seats – Pilot & Copilot
- 4.3.2.19 Dual Hydraulics
- 4.3.2.20 LED Position Lights – RH/LH
- 4.3.2.21 Rupture Resistant Fuel Cell
- 4.3.2.22 Aft Baggage Door Mod
- 4.3.2.23 RG350 Battery, Concord Lead Acid
- 4.3.2.24 Air Conditioner / Eyeball Outlet /NVG Compatible / Air Comm
- 4.3.2.25 Tail Rotor Guard, Removable Parts
- 4.3.2.26 Fixed Provisions for Track and Balancing equipment on the center console panel for a Chadwick 8500c+. See Attachment G - Pictures

4.3.3 STANDARD AVIONICS

- 4.3.3.1 COM/NAV/GPS Garmin GTN650
- 4.3.3.2 NAV/COM Garmin GNC255A
- 4.3.3.3 Electronic Flight Display System, G500H, Garmin (to include Vision Option and Chartview Option)
- 4.3.3.4 Trilogy Electronic Standby Instrument, ESI-20000, L3
- 4.3.3.5 Digital Clock, 811B-24
- 4.3.3.6 ELT, 406AP-H Integra Extended Range, Kannad

4.3.4 ADDITIONAL OPTIONS

- 4.3.4.1 Engine – facet oil filter – purolator facet
- 4.3.4.2 Barrier filter – B3, standard pedestal dual HYD – FDC
- 4.3.4.3 Battery relocation – RG390E lead acid – to tailboom – (large door) – ECL
- 4.3.4.4 Collective barrier – aft pedestal – non ems (excludes customization) – AH
- 4.3.4.5 Door – LH FWD tour – short – clear (door only) – AHCA
- 4.3.4.6 Door – RH FWD tour – short – clear (door only) – AHCA
- 4.3.4.7 Dual controls with twist grip – B3E only – ECF
- 4.3.4.8 Engine wash kit with bottle B2/B3 – AHI
- 4.3.4.9 Heavy duty cargo tie down rings – AHI
- 4.3.4.10 Hydraulic ground power receptacle kit – ECF
- 4.3.4.11 Instrument full width panel – (excludes customization) – AHI

- 4.3.4.12 Light – belly mounted strobe led, red/white – AHI/Whelen
- 4.3.4.13 Light – controllable landing – 450W / B3 – AHI
- 4.3.4.14 Light – overhead/ map – pilot & copilot – AHI
- 4.3.4.15 Radar altimeter – Garmin GRA5500, displayed on G500H, with S67-2002 antenna
- 4.3.4.16 Skid shoes – carbide full length – dart
- 4.3.4.17 Cable cutter without wiper deflector, removable parts – AHF
- 4.3.4.18 Track and balance provisions
- 4.3.4.19 EFIS – flight display – G500H video display option
- 4.3.4.20 Paint – additional charge for exterior paint / eagle logo

4.3.5 MISSION EQUIPMENT

- 4.3.5.1 Bambi bucket model #1821 electrical provisions
- 4.3.5.2 Cargo mirror - double - RH (350-200264-03) – ECL
- 4.3.5.3 Cargo swing - 3,086LB hydraulic release
- 4.3.5.4 Complete with load cell / B3 – onboard
- 4.3.5.5 Hoist electrical 500 LBS, fixed parts
- 4.3.5.6 Mount, down post utility - meeker - (Flir, Wescam & SX16 / 5) STC [SR01784LA
- 4.3.5.7 Full cyclic control - relay box (incl. cyclic 4-way, focus control, on/off)
- 4.3.5.8 Lojack – Customer Furnished Equipment (CFE)
- 4.3.5.9 PA speakers - 600 watt (speakers & amp only) – AHI
- 4.3.5.10 SX7 - complete with spectrolink
- 4.3.5.11 Mount, SX7 A-frame – Meeker
- 4.3.5.12 Troll downlink system
 - <https://trollsystems.com/airborne-tracking-antennas/skylink-2-84>
 - <https://trollsystems.com/airborne-transmission-controllers/link-box-2>
- 4.3.5.13 2 Each -Wescam MX10 - SD thermal & HD daylight imagers, gimbal with/ imu, hand control unit, cables
- 4.3.5.14 2 Each -Wescam MX10 - electro optic narrow day TV camera
- 4.3.5.15 2 Each -Wescam MX10 - lowlight continuous zoom TV
- 4.3.5.16 2 Each -Wescam MX10 - Geo package data with built-in GPS
- 4.3.5.17 2 Each -Wescam MX10 - remote control subsystem interface
- 4.3.5.18 2 Each -Wescam MX10 - cable kit
- 4.3.5.19 Airborne 6.5GHz DL System.
- 4.3.5.19.1 Troll Linkbox Transmitter System > Band: C – Per Attachment
 - Frequency: 6400 - 6500 MHz
 - Power: 8W linear
 - Video Inputs:
 - Composite
 - (SD/HD) SDI - Ethernet
 - Power Outputs:
 - Two (2) 28 VDC Switches - Three (3) 12 VDC Switches - 100 Watt max power
 - Six (6) external Ethernet ports
- 4.3.5.20 Troll Linkbox Transmitter System Remote Interface Protocol Driver and Software for External Mapping System Control
- 4.3.5.20.1 Installation Connector Kit
 - Connectors for
 - Power
 - Ethernet
 - Auxiliary
 - TX to Antenna
 - Cable termination instructions
- 4.3.5.21 Troll High Performance SkyLink Mini II directional antenna with Internal INS
 - Stand-alone Antenna with built-in servo drive
 - Controlled from TX or customer supplied control system
 - Small and light weight
 - Internal INS
 - Frequency: 4.9 and 6.5 GHz (one at a time)
 - One (1) 2x1 RF switch (band selector)
 - TNC connector for 4.9 GHz and N-Type connector for 6.5 GHz
 - Az/EI control
 - Includes slip rings

- Coupler Assembly, with Downlook Antennas
- In-line 6 dB Coupler
- Two (2) Integrated Downlook Antennas for 4.9 and 6.5 GHz (optional)
- 75/25 split (HG/DL) > One (1) circulator

4.3.5.22 GPS Antenna and Cable for Antenna Pod, 20 ft.

4.3.5.23 3-year Warranty - Downlink system warranty for; Troll Linkbox and Troll High Performance SkyLink Mini II antenna (Copy of warranty shall be submitted with Offer.)

4.3.5.24 Mounts for installation of Troll Linkbox Transmitter System

4.3.5.24.1 Mount: Meeker Dovetail Set (380HDc, Mini2 Pod & Searchlight)

4.3.5.24.2 Meeker H125 Downpost Mount (380HDc & Antenna) 1 left 1 right

4.3.5.1 A second Wescam Airborne Camera MX-10 listed in Section 4.3.5.13 through 4.3.5.18 shall serve as a spare camera.

4.3.6 AVIONICS

4.3.6.1 Audio panel / G13115 / Geneva, (2) EA

4.3.6.2 Audio panel / G13116 / Geneva

4.3.6.3 Audio router / G13000 / Geneva

4.3.6.4 Footswitch / L-2-S / linemaster

4.3.6.5 Coil cord / CIX414HK36P / Comm innovations, (4) EA

4.3.6.6 4 Station rear ICS / - / AHI

4.3.6.7 4 Band FM transceiver / TDFM-9300 / Technisonic

4.3.6.8 Rear Xmit switch / RS24-020 / NAT

4.3.6.9 FM VHF antenna / CI 292-3 / Comant

4.3.6.10 UHF LO antenna / CI 275 / Comant

4.3.6.11 UHF HI antenna / CI 285 / Comant

4.3.6.12 800MHZ antenna / CI 306 / Comant

4.3.6.13 Transceiver, 800 MHZ / XG-100/Harris – Customer Furnished Equipment (CFE)

4.3.6.14 28-14VDC Converter / UC28-14 / KGS

4.3.6.15 Aux handheld interface / AA34-300 / NAT

4.3.6.16 Headset jack / TJ-120 / Nexus, (2) EA

4.3.6.17 Maintenance coil cord / CIX211L/50-74M / Comm Innovations, (2) EA

4.3.6.18 SAR direction finder / DR-517 / Rhotheta

4.3.6.19 Monitor, 18", NVG, MOUNTED IN FULL PANEL / MB18W / MACRO BLUE

4.3.6.20 Moving map / ARS-600C / Churchill Navigation

4.3.6.21 Lojack on off / LED-42-15-ND-39609 / Aerospace Optics

4.3.6.22 Lojack antennae / EXB164BNX / Centurion, (4) EA

4.3.6.23 Electronic tracking system / Pronet– Customer Furnished Equipment (CFE)

4.3.6.24 Dual USB charging port / TA102 / Mid-Continent, (4) EA

4.3.6.25 TRANSPONDER / GTX 345R / GARMIN

4.3.6.26 Keyloader cable for TDFM9000 / KVL9000 / Technisonic

4.3.6.27 PC cable for TDFM9000 / PC9000 / Technisonic

4.3.6.28 Bullet camera / D1-CAM-E600 / Data Toys

4.3.6.29 PA Amplifier / PSAMP600 / Power Sonix

4.3.6.30 PA Controller / A790 / Technisonic

4.3.6.31 "NSUN ON" / LED-40-17-KB-EO3FB / Applied Avionics

4.3.6.32 Engineering & System Intergration

4.4. TRADE-IN CREDIT

4.4.1 City seeks offers for the purchase of its current Airbus AS-350B3 helicopter (the "Trade-in Equipment"). Interested buyers should inspect the Trade-in Equipment prior to making an offer for trade-in credit. Inspections may be arranged by contacting Procurement Specialist III, Angela Alonso-Smith at , Email: Angela.alonso-smith@sanantonio.gov

4.4.2 The helicopter offered for trade-in:

DESCRIPTION

2006 Model Eurocopter - AS350B3 Helicopter

- Serial No: 4101
- Total Time: 2163 – (As of March 2018 and subject to change due to ongoing use).
Specific hours and component times will be provided upon request no later than 7 days before bid opening date. Email requests to the Angela Alonso-Smith as noted in Section 4.4.1.

4.4.3 The City of San Antonio reserves the right to retain any trade-in unit and accept equipment offered by the dealer based on price quotations for the new equipment only, without consideration for trade-in values offered, or to use a combination of quoted new equipment price less trade-in offers, whichever is most advantageous to the City.

4.4.4 RESERVED

4.4.5 Trade-in unit will become available only as new unit included in this bid has been in service for a minimum of eight (8) workdays. In no circumstances shall Trade-in Equipment be removed if to do so would leave City without a fully operational replacement Equipment. Buyer of Trade-in Equipment shall be required to remove Trade-in Equipment at Buyer's own expense. Trade-in unit will be operational, but turned over to the successful bidder in an "as is" condition.

4.4.6 **EQUIPMENT IS BEING SOLD AS-IS WITHOUT WARRANTY OF ANY KIND AND CITY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE CITY OR ITS EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF CITY'S OBLIGATIONS HEREUNDER, AND BIDDER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.**

4.4.7 In the event a trade in unit becomes damaged by accident or neglect, the City reserves the right to retain the trade in or perform necessary repairs. Bidders will be required to pick up trade-in unit within seven (7) days of notification. Buyer shall coordinate the removal with City.

4.5 REIMBURSABLE TRAVEL EXPENSES

All travel expenses for PDR, inspections and training as specified herein shall be reimbursable by vendor to SAPD.

Reimbursable expenses for Travel shall include: Airfare-21-day advance ticketing, baggage fees paid each way, hotel, car rentals (shared mid-size), insurance included, and meals per diem (per current applicable GSA rate for local economy) / per day / per attendee or student.

4.5.1 PROGRESS INSPECTIONS TRAVEL EXPENSES

Progress inspections defined in Section 4.2.16 herein which consist of 2-3 night stays, as needed per trip shall be paid and reimbursed by vendor and include the following:

- Paid travel expenses for a minimum of three (3) representatives for PDR and inspections for 2 night stays, or longer if needed. Acceptance and delivery inspection shall be reimbursed for four (4) representatives for 3 nights stay.
- Hotel 2-3 nights as needed, airfare-21 day advance ticketing, car rental (shared), meal per diem, per current applicable GSA rates for the local economy/per day/per representative, and shall include baggage fees each way.
- Airfare for Acceptance – Airfare will not apply for two (2) City mechanics. Mechanics will drive the City truck to acceptance location in order to take tools and bring back equipment per Section 4.2.16.
- Aircraft Inspections must be located within 300 mile of San Antonio, Texas.

4.6 TRAINING PER AIRCRAFT

Vendor shall provide the Pilot training, Mechanic Training, and Recurrency Flight Training for the purchased helicopter described in this IFB. All associated travel expenses herein shall be reimbursed by vendor. Vendor must provide training course duration, training costs and associated travel expenses in Attachment A – Price Schedule.

4.6.1 STANDARD H125 PILOT TRAINING & TRAVEL

Initial standard H125 pilot flight training shall be included with purchase for 2 pilots. All training shall be conducted at vendor's Facility.

REIMBURSABLE TRAVEL EXPENSES BY VENDOR- expenses for two (2) pilots with purchase shall include: Airfare-21-day advance ticketing, baggage fees paid each way, hotel, car rental (shared mid-size) and meals per diem (per current applicable GSA rates for local economy) / per day / per student.

4.6.2 STANDARD FLIGHT TRAINING - Provided with Helicopter Purchase. The Standard Flight training courses shall occur 3 months prior to delivery of helicopter or immediately after delivery of the helicopter for 2 students. The course must be designed to familiarize rated helicopter pilot with the operation of the helicopter. The five day course will introduce the pilots to all the associated company publications as well as a detailed explanation of all the aircraft systems and daily/preflight/post flight inspection procedures. The course will consist of the minimum 18 hours of ground school and exam demonstrating the basic knowledge of the aircraft. The flight operations training shall be no less than 3 hours of flight time to include normal operations and emergency procedures, heavy weight performance, and emergency procedure auto-rotations to the ground. All flight training shall be conducted in the manufacturer's aircraft at the bidder's location.

4.6.3 INSTRUCTOR PILOT FLIGHT TRAINING - Courses for 3 students if aircraft is not an Airbus H-125. The ground school will consist of the instructor pilots given an instructor handbook for the specific aircraft certification designed for instruction in training pilots for the specific aircraft. The 3-day course will allow the instructor pilots to show their proficiency in the knowledge of the aircraft, its emergency procedures and be flight 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 will consist of a minimum of 3-hours of flight time. All flight training will be conducted in the manufacturer's aircraft at the bidder's location.

4.6.4 MECHANIC TRAINING – Vendor shall provide with the Helicopter Purchase at no additional cost. Vendor shall provide a mechanics airframe and engine maintenance training courses for 1 student, to include the aircraft's power plant, occurring at one time at the bidder's location. Training shall be conducted at vendor's facility. All travel expenses shall be reimbursable for student per Section 4.5 herein.

4.6.5 ADDITIONAL MECHANIC TRAINING - Vendor shall provide a mechanics airframe and engine maintenance training courses for 2 students, to include the aircraft's power plant, occurring at one time at the bidder's location. Training shall be conducted at vendor's facility.

4.6.6 RECURRENCE FLIGHT TRAINING – All recurrent flight training shall occur at the manufacturer's or bidder's location, and in the manufacturer's aircraft. The two classroom study and flight training courses for 20 students shall be conducted 1 to 12-months after delivery of the helicopter and a second training held 12 to 24 months after delivery.

The 3 day flight training course includes one (1) day of ground school and two (2) days of flight training with 1.5 flight hours per day, including emergency procedures of full auto rotations to the ground and applicable ground school. Travel expenses shall be reimbursable for the 20 students as specified in the Price Schedule.

4.6.7 REIMBURSEMENT BY Vendor- For all courses, all lodging, per diem and transportation will be paid by City and reimbursed by Vendor upon receipt of invoice. Air transportation shall be bid at market economy coach

rates. City will not fly business class or first class. 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.

4.7 DEMONSTRATIONS

The City may request, from selected Vendors, a demonstration of proposed equipment. The City is under 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 non-responsive, and therefore, not considered for award. Upon request, the vendor shall have a minimum of 5 working days to provide and deliver the equipment to a location specified by City for the demonstration. The vendor shall make the equipment available 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 provided prior to the demonstration.

4.8 EVALUATION

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

4.9 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 limited 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.

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, and/or licensing.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract 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 all 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 supplies to be furnished must be in writing and conform to the requirements of City Ordinance 2011-12-08-1014, as hereafter amended.

Any other change will require approval of the City Council, City of San Antonio. Changes

that do not involve an increase in contract price may 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.

INSURANCE

Prior to the commencement of any work under this Agreement, Vendor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Police Department, which shall be clearly labeled "SAPD Single Engine Turbine Helicopter" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized 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, other than the City's Risk Manager, shall have authority to waive this requirement.

The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court 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 written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations *b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

4. Aircraft Liability	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
-----------------------	--

Vendor agrees to require, by written 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, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

As they apply to the limits required by the City, the City shall be entitled, 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, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Vendor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City 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 Attn:
Police Department
P.O. Box 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 shall 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 written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

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

In addition to any other remedies the City may have upon Vendor's failure 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 withhold any payment(s) which become due to 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 its subcontractors' performance of the work covered under this Agreement.

It is agreed that Vendor's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

It is understood and agreed that the insurance required is in addition 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 and/or property.

Incorporation of Attachments.

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

Attachment A - Price Schedule

Attachment B - Local Preference Program Identification Form

Attachment C - City Of San Antonio Veteran-Owned Small Business Preference Program (VOSBPP) Ordinance

Attachment D - Veteran-Owned Small Business (VOSBPP) & Tracking Form

Attachment E - SAPD Helicopter Custom Graphic

Attachment F - FAA Required Terms

Attachment G - Picture for Section 4.3.2.26

Attachment H- List of Equipment to be Removed

Attachment I- Modifications & Services; T-R Blade Log Card

Attachment J- N111NK Components as of 4-9-2018

Attachment K- N111NK Inspections as of 4-9-2018

006 - GENERAL TERMS & CONDITIONS

Electronic Bid Equals Original. If Vendor is submitting an electronic bid, City and Vendor each agree that this transaction may be conducted by electronic means, as authorized 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 City. Vendor shall be responsible for furnishing necessary personnel or equipment and/or making necessary arrangements to off load at City of San Antonio facility, unless otherwise noted herein.

Failure to Deliver. When delivery is not met as provided 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 result thereof. In addition, Vendor may be removed from the City's list of eligible bidders.

Purchase Orders. Each time a City department 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 reasonable 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 only a portion thereof is nonconforming. If City elects to accept nonconforming goods and services, City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate City for the nonconformity. Any acceptance by City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

Testing. After award of contract, City may, at its sole option, test the product delivered to ensure it meets specifications. Initial testing shall be at City's expense. However, if the product does not to meet specifications, Vendor shall reimburse City for the costs of testing. City may withhold the cost of testing from any amounts owed to Vendor under this or any other contract, or invoice Vendor for same. If invoiced, Vendor shall pay City within 30 calendar days' of the invoice.

Warranty. A minimum of 90-days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this IFB, unless otherwise specified in the Specifications/Scope of Services section of this IFB. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery 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 DISCLAIMERS OF WARRANTIES & LIMITATIONS OF LIABILITY. ANY TERM OR CONDITION IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL 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, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

Information Required On Invoice.

All invoices must be in a form and content approved by the City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms 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 (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are

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 shown 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 computed from the later 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 services. 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 items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount. City will not make partial payments on an invoice where there is a dispute.

NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT. NOTWITHSTANDING THE FORGOING, THE CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 DAYS SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A **WAIVER** BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.

The total price for all goods and/or 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 item, 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 govern all 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 supplies to be furnished 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 already been allocated by City or are available to the Director to cover any increase in contract price.

Any other change will require approval of the City Council, City of San Antonio.

Changes that do not involve an increase in contract price may, however, 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.

Termination.

Termination-Breach. Should Vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, City 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 the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

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

Termination by City may be effected by Director, without 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 City. 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 doctrine of respondeat superior shall not apply as between City and Vendor.

INDEMNIFICATION.

VENDOR covenants and agrees to FULLY INDEMNIFY, 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 under 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. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING 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 infringement, 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 entity. VENDOR shall advise CITY in writing 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 shall see to the investigation and defense of such claim or demand at VENDOR's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving 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 contract, nor delegate the performance of any duties hereunder, by transfer, 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 goods outlined in this contract in the event of default by the successor Vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void ab initio and shall confer no rights upon any third 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, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic. Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely 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 times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period

established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

Vendor shall retain any and all Documents produced as a result of services provided hereunder for a period of four years ("Retention Period") from the date of termination of the contract. If, at the end of the Retention Period, there is litigation or other questions arising from, involving or concerning these Documents or the services provided hereunder, Vendor shall retain the records until the resolution of such litigation or other such questions. Vendor acknowledges and agrees that City shall have access to any 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 at 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 City, immediately, in the event Vendor receives any requests for information from a third party, which pertain to the Documents referenced herein. Vendor understands and agrees that City will process and handle all such requests.

Severability. If any clause or provision of this contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

Compliance with Law. Vendor shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

Certifications. Vendor warrants and certifies that Vendor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

Non-waiver of Performance. Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

Venue. 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 Nondiscrimination Policy, as described under Section III.C.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, vendors, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and vendors to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

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

Attorney's Fees. The Parties hereto expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees.

Prohibition on Contracts with Companies Boycotting Israel.

Texas Government Code §2270.002 provide that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

- (1) Does not boycott Israel; and
- (2) Will not boycott Israel during the term of the contract.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City's hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

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 City may owe to the delinquent Vendor as a result 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 City's final electronically posted online version, together with its authorizing ordinance and its price schedule(s), attachments, addendums, 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 parties, 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 submitted by Vendor**

007 - SIGNATURE PAGE

By submitting 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 City's 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 his/her knowledge, all information is true and correct.

If submitting your bid by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your bid.

Bidder Information

Please Print or Type

Vendor ID No.

Signer's Name

Name of Business

Street Address

City, State, Zip Code

Email Address

Telephone No.

Fax No.

City's Solicitation No.

Signature of Person Authorized to Sign Bid

008 - STANDARD DEFINITIONS

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

All-or-None Bid - an invitation to bid in which the City will award the entire contract to one bidder only.

Alternate Bid - two or more bids with substantive variations in the item 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 solicitation. The term "bid" is synonymous with the term "offer".

Bid Opening - a public meeting during which bid responses are disclosed.

Bidder - a person, firm or entity that submits 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 Order - a change to the plans or specifications of the contract, or an increase or decrease in the quantity of work to be performed or of materials, equipment, or supplies to be furnished, 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 City 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 Item - a listing of items 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 lowest in price, but may not meet all requirements or specifications.

Lowest Responsible 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 and/or requirements of the IFB.

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

Payment Bond - a particular form of security provided by the contractor to protect the City against loss due to the contractor's failure to pay vendors and subcontractors.

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

Performance Deposit - security provided by the contractor to protect the City against loss due to the contractor's inability 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 validly issued order placed by an authorized City department for the purchase of goods or services, written 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 contract.

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 indicated in the IFB. 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, or 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 performance 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 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.

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

009 – ATTACHMENTS

Local Preference Program (LPP) Ordinance

The 82nd Texas Legislature adopted a revision to the law that allowed the City 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, Article 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 attached to this solicitation.

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

ATTACHMENT A - PRICE SCHEDULE

BIDDER MUST FILL IN THE FOLLOWING:

If submitting an electronic bid, answer all questions contained below and attach as Attachment A.

All bid prices shall be rounded up to two decimal places.

ITEM 1	SINGLE ENGINE TURBINE HELICOPTER - AIRBUS H125 (or) PROVEN EQUAL, as specified in Section 004 Specifications				
DESCRIPTION			QUANTITY	NET UNIT PRICE	EXTENDED PRICE (QUANTITY X NET UNIT PRICE)
4.2.1 A	Helicopter:		1	\$	\$
	Make & Model Offered:				
	Number of blades:				
	Number of seats:	Specify Color Option (s): _____			
4.2.5	Delivery	Delivery shall be made within _____ calendar days after receipt of order.			
	Warranty:	_____			
4.2.9 A	Anticipated Modifications	Yes _____ No _____			
	If Yes, List:				
	If Yes, Estimated implementation date:				
	If Yes, list estimated cost, of each modification separately, if any			\$	\$
4.2.10	Certifications Included:				
	FAA Approved Standard Airworthiness Certificate.	Yes _____ No _____			
	FAA Approval of all Equipment & Accessories- Standard Airworthiness Certificate.	Yes _____ No _____			
	FAA Approved ("STC"), or an FAA "337" field approval	Yes _____ No _____			

ATTACHMENT A - PRICE SCHEDULE

	DESCRIPTION	QUANTITY	NET UNIT PRICE	EXTENDED PRICE (QUANTITY X NET UNIT PRICE)
4.2.10	Other:			
4.2.11	Anticipated Airworthiness Directives Met at Delivery.	Yes _____ No _____		
	List any Airworthiness Directives. If none, state None.			
	Delivery	Delivery shall be made within _____ calendar days after receipt of order.		
A	Estimated Cost of Compliance with Anticipated Airworthiness Directives, if any:		1 Each	\$
4.2.12 A	Graphic- Attachment E, herein		1 Each	\$
4.2.13	List estimated empty weight:			
	Estimated internal and external useful loads: * Minimum of 2370 lbs. of useful loads.	Internal Loads	External Loads	
4.2.15	Specify Warranty period:			
4.3.5.23	Three (3) warranty for Troll Downlink System:			\$
A.1	TOTAL HELICOPTER (Add all A-sections above)			
				\$

ATTACHMENT A - PRICE SCHEDULE

	DESCRIPTION	QUANTITY	NET UNIT PRICE	EXTENDED PRICE (QUANTITY X NET UNIT PRICE)
4.5	First & Second Progress Inspections Travel Expenses: For 3 people per inspection: First inspection/PDR and Second inspection at 1/2 completion with two nights stay			
C	TRAVEL COSTS	* Total 11 City representatives - Airfare for Acceptance will not apply for 2 City mechanics driving a City truck to location.		
	Round Trip Airfare—Coach per Person		*6 Each	\$ _____ \$
	Hotel per Person 1 st - 3 X 2 Nights 2nd - 3 X 2 Nights		12 Each (Per Night)	\$ _____ \$
	Meal Per Diem/per Student/per Day/per Trip (1.5 Days Per Trip)	Fill in the current GSA rate	18 Meals	\$ _____/Day \$
	Car Rental		2 Cars 2 Days	\$ _____/Car/Day \$
	Provide Location:			
C	Travel Cost Total: (First & Second Progress Inspections)	\$ _____		
4.5	Third Progress Inspections Travel Expenses: For 5 people at: Third inspection – Acceptance and delivery with 3 nights stay *Airfare for Acceptance will not apply for 2 City mechanics driving a City truck to location.			
C	TRAVEL COSTS			
	Round Trip Airfare—Coach per Person		*3 Each	\$ _____ \$
	Hotel per Person 5 People X 3 Nights		5 Each Person	\$ _____ \$
	Meal Per Diem/per Student/per Day/per Trip (1.5 Days Per Trip)	Fill in the current GSA rate	22.5 Days	\$ _____/Day \$
	Car Rental		2 Cars 3 Days	\$ _____/Car/Day \$
	Provide Location:			

C	Travel Cost Total: (Third Progress Inspections)				\$
	DESCRIPTION		QUANTITY	NET UNIT PRICE	EXTENDED PRICE (QUANTITY X NET UNIT PRICE)
4.6.2 B	Standard Pilot Training Course 5 days Price Per Student	Number of training Days if greater than 5 days _____	2 Each	\$	\$
C	TRAVEL COSTS				
	Round-Trip Airfare—Coach per Student		2 Each	\$	\$
	Hotel per Student		2 Each	\$	\$
	Meal Per Diem/Student per Trip (1.5 Days Per Trip)	Fill in the current GSA rate	2 Students	\$_____/Day	\$
	Car Rentals		1 Car 5 Days	\$_____/Car/Day	\$
C	Travel Cost Total: (Standard Pilot Training)				\$

ATTACHMENT A - PRICE SCHEDULE

	DESCRIPTION		QUANTITY	NET UNIT PRICE	EXTENDED PRICE (QUANTITY X NET UNIT PRICE)
4.6.3 B	Instructor Pilot flight Training courses for non-Airbus H125 helicopter for 3 students. Price Per Student.	Number of training Days if greater than 3:_____.	3 Each	\$	\$
C	TRAVEL COSTS				
	Round Trip Airfare—Coach per Student		3 Each	\$	\$
	Hotel per student		3 Each	\$	\$
	Meal Per Diem/Student per Trip (1.5 Days Per Trip)	Fill in the current GSA rate	3 Students	\$_____/Day	\$
	Car Rental		1 Car	\$_____/Car/Day	\$
C	Travel Cost Total:				\$
4.6.5 B	Additional Mechanic airframe maintenance training courses for 2 students. Price Per Student.	Number of training days_____.	2 Each	\$	\$
C	TRAVEL COSTS				
4.6.4 4.6.5	Round-trip Airfare—Coach per Student	Mechanic (1 Each) Additional Mechanic (2 Each)	3 Each	\$	\$
4.6.4 4.6.5	Hotel per Student	Mechanic (1 Each) Additional Mechanic (2 Each)	3 Each	\$	\$
	Meal Per Diem/Student per Trip (1.5 Days Per Trip)	Fill in the current GSA rate	3 Students	\$_____/Day	\$
	Car Rental		2 Cars	\$_____/Car/Day	\$
C	Travel Cost Total:				\$

ATTACHMENT A - PRICE SCHEDULE

	DESCRIPTION	SUPPLIER OFFER	QUANTITY	NET UNIT PRICE	EXTENDED PRICE (QUANTITY X NET UNIT PRICE)
4.6.6 B	Recurrency Flight Training Courses for 20 students 1 to 12-months after delivery of helicopter Price per Student.	Ground & Flight Course Number of training days_____	20 Each	\$	\$
C	TRAVEL COSTS				
	Round-trip Airfare–Coach per Student		20 Each	\$	\$
	Hotel per student		20 Each	\$	\$
	Meal Per Diem/Student per Trip (1.5 Days Per Trip)	Fill in the current GSA rate	20 Students	\$_____/Day	\$
	Car Rental		10 Cars	\$_____/Car/Day	\$
C	Travel Cost Total				
4.6.6 B	Recurrency Flight Training Courses for 20 students 12-24 months after delivery of helicopter Price per Student.	Ground & Flight Course Number of training days_____	20 Each	\$	\$
C	TRAVEL COSTS				
	Round-trip Airfare–Coach per Student		20 Each	\$	\$
	Hotel per student		20 Each	\$	\$
	Meal Per Diem/Student per Trip (1.5 Days Per Trip)	Fill in the current GSA rate	20 Students	\$_____/Day	\$
	Car Rental		10 Cars	\$_____/Car/Day	\$
C	Travel Cost Total				

ATTACHMENT A - PRICE SCHEDULE

	DESCRIPTION	SUPPLIER OFFER			
4.7	Demonstrations compliance: Minimum 5 days and Maximum of 10 days.	Yes _____ No _____		_____ Minimum	_____ Maximum
	Dealer Name:				
	Address:				
	BID TOTALS				EXTENDED PRICE (QUANTITY X NET UNIT PRICE)
	Specify Prompt Payment Discount or NA	_____ % _____ Days (If no discount, Net 30 shall apply.)			
B.1	Total Training Cost: (Add all B Totals Above)	_____			\$ _____
C.2	Total Travel Cost: (Add all C Totals Above)				\$ _____
D	Total Bid includes: (A.1) Helicopter (B.1) Training (C.1) Travel			TOTAL (Add A.1+B.1+C.1)	\$ _____
4.4	TRADE-IN CREDIT For: 2006 Model Eurocopter - AS350B3 Helicopter - Serial # 4101			Enter Total Time Provided by City Date: _____/_____/2018	\$ _____

ATTACHMENT B

LOCAL PREFERENCE PROGRAM IDENTIFICATION FORM

(Posted as a separate document)

ATTACHMENT C

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSBPP) LANGUAGE AND FORM

Veteran-Owned Small Business Preference Program (VOSBPP) Ordinance

Pursuant to Ordinance No. 2013-12-05-0864, effective for solicitations issued after January 15, 2014, all solicitations issued by the City are subject to tracking of Veteran Owned Small Business (VOSB) participation.

For more information on the program, refer to the Veteran-Owned Small Business Program Tracking Form attached to this solicitation.

Respondent must complete and return the attached Veteran-Owned Small Business Program Tracking Form.

ATTACHMENT D

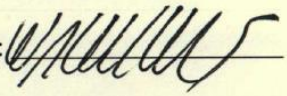
VETERAN-OWNED SMALL BUSINESS PROGRAM TRACKING FORM

(Posted as a separate document)

ATTACHMENT E

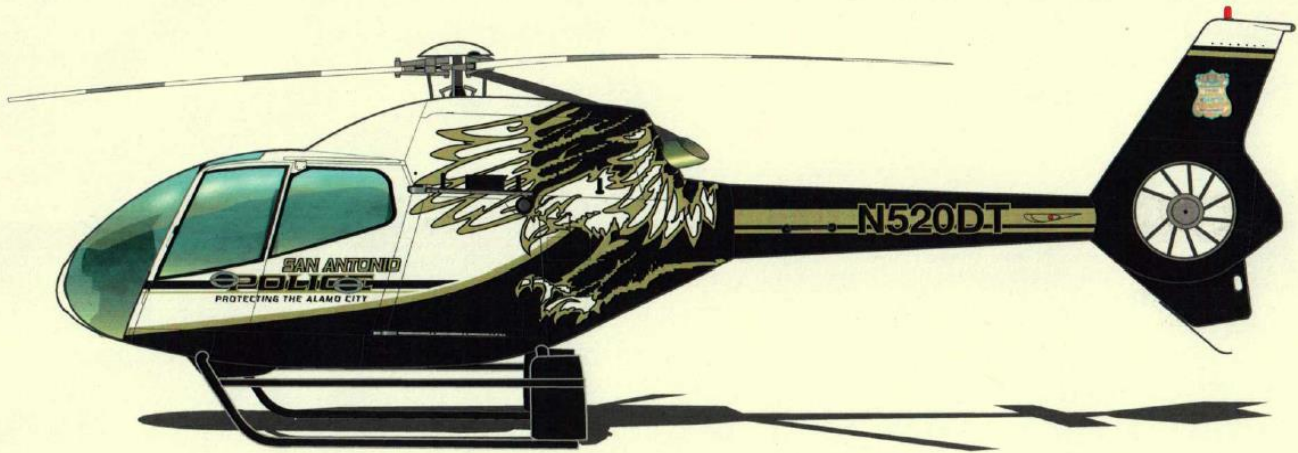
SAPD CUSTOM EAGLE GRAPHIC

San Antonio Police Department
EC120, S/N1683, N520DT

Customer Approval: 

Date: _____




Version 9
August 29th, 2013



Note: SAPD to provide decals and AEC to clear-coat them.



*This is a conceptual rendering of a 3-dimensional object.
The colors as viewed on your monitor or printed by your
printer from this rendering will vary from the true colors
of the actual coatings due to computer systems variations.
Therefore, these should be viewed as representations only.*

Imron Paint:
Black 
Med Gold Met #L0390 
White 

ATTACHMENT F

FAA REQUIRED TERMS

(Posted as a separate document)

ATTACHMENT G

Picture for Section 4.3.2.26

(Posted as a separate document)

ATTACHMENT H

List of Equipment to be Removed

(Posted as a separate document)

ATTACHMENT I

Modifications & Services; T-R Blade Log Card

(Posted as a separate document)

ATTACHMENT J

N111NK Components as of 4-9-2018

(Posted as a separate document)

ATTACHMENT K

N111NK Inspections as of 4-9-2018

(Posted as a separate document)