LOC/jlm
8/20/15
Item No. 6

AN ORDINANCE 2015-08-20-0702

ACCEPTING THE BID FROM AIRBUS HELICOPTERS, INC. TO PROVIDE THE SAN ANTONIO POLICE DEPARTMENT WITH ONE HELICOPTER FOR A TOTAL COST OF $3,150,389.00, OF WHICH $2,832,259.00 WILL BE FINANCED THROUGH A TAX-EXEMPT LEASE PURCHASE AGREEMENT, OR OTHER FINANCIAL OBLIGATIONS.

* * * * *

WHEREAS, a bid was submitted to provide the City of San Antonio with one helicopter; and

WHEREAS, the low bid was submitted by Airbus Helicopters, Inc. for a total cost of $3,150,389.00; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The bid submitted by Airbus Helicopters, Inc. to provide the City with one helicopter for a total cost of $3,150,389.00 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements, and subject to the execution by City of a tax exempt lease purchase agreement or other financial obligations. Attached hereto and incorporated herein for all purposes as **Exhibit I** are the bid tabulation sheet and bid.

SECTION 2. Expenses not to exceed $2,832,259.00 associated with this ordinance will be available in Fund 29089014, 2015A Equipment Acquisition contingent upon the execution of a lease agreement. Principal and interest payments will be charged to Cost Center 1704050001 and General Ledgers 5404010 and 5404020, respectively. Additional funding for this ordinance in the amount of $318,130.00 is contingent upon approval of the Fiscal Year 2016 Budget for Fund 11001000, Cost Center 1704050001 and General Ledger 5201040.

SECTION 3. Subject to the funding limitations set forth herein, payment not to exceed the budgeted amount is authorized to Airbus Helicopters, Inc. and should be encumbered with a purchase order.

SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

LOC/jlm
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SECTION 5. This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage.

PASSED AND APPROVED this 20th day of August, 2015.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda, Acting City Attorney

Agenda Item:	**6 (in consent vote: 4, 5, 6, 7, 8, 11, 12, 13, 14, 16, 17, 18, 20, 21)**
Date:	08/20/2015
Time:	09:11:45 AM
Vote Type:	Motion to Approve
Description:	An Ordinance accepting the bid from Airbus Helicopters, Inc. to provide the San Antonio Police Department with one helicopter for a total cost of $3,150,389.00, of which $2,832,259.00 will be financed through a Tax-Exempt Lease Purchase Agreement, or other financial obligations. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x			x	
Cris Medina	District 7		x				x
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

City of San Antonio Bid Tabulation

EXHIBIT I

Opened: June 12, 2015 For: SAPD Single Engine Turbine Helicopter Purchase 6100005961		AAS	**Non-Local** Airbus Helicopters, Inc. 2701 N. Forum Drive Grand Prairie, TX 75052 972-641-3455
Item	**Description**	**Estimated Quantity**	
1	Helicopter - Single Engine Turbine	1	
A	Price Each	Each	$2,826,347.00
	Price Total		$2,826,347.00
4.2.1	Make & Model Offered:		Airbus, EC120B
	Number of Blades		3
	Number of Seats		1 Pilot and 4 passengers
	Color		Gray
4.2.10	Anticipated Modifications:		No
4.211	Certifications Included:		
	FAA Approved Standard Airworthiness Certificate		Yes
	FAA Approval of all Equipment & Accessories-Standard Airworthiness Certificate.		Yes
	FAA Approved ("STC"), or an FAA "337" field approval		Yes
	Other:		NA
A	Anticipated Airworthiness Directives Met at Delivery		Yes
4.2.12	List any Airworthiness Directives:		None
	Estimated Cost of Compliance with Anticipated Airworthiness Directives, if any:	1	
	Price Each	Each	$0.00
	Price Total		$0.00
A	Graphic- Attachment F	1	
4.2.13	Price Each	Each	$5,912.00
	Price Total		$5,912.00
4.2.14	Estimated empty weight:		2,191 lbs
	Estimated internal and external useful loads: Minimum of 1480 lbs of useful loads:		
	Internal		1,590 lbs
	External		1,777 lbs
4.2.16	Warranty		2000 flying hours or 36 months whichever comes first
A	Total Helicopter		$2,832,259.00
	Training & Travel		
C	Progress Inspections Travel for 3 people at: 1/3 and 2/3 completion with overnight stay.		
4.2.17	Round Trip Airfare–Coach per Person	6	Includes baggage fee $25.00 each way. Total $50.00
	Price Each	Each	$650.00
	Price Total		$3,900.00
	Hotel per Person	6	
	Price Each	Each	$150.00
	Price Total		$900.00
	Meal Per Diem/per Student/per Day/per Trip (1.5 Days Per Trip)	9	
	Price Each	Each/Day	$56.00
	Price Total		$504.00

City of San Antonio Bid Tabulation

Opened: June 12, 2015 For: SAPD Single Engine Turbine Helicopter Purchase 6100005961		AAS	Non-Local Airbus Helicopters, Inc. 2701 N. Forum Drive Grand Prairie, TX 75052 972-641-3455
Item	**Description**	**Estimated Quantity**	
	Car Rental	2	
	Price Per 2 Cars/2Days	2 Cars/2 Days	$170.00
	Price Total		$680.00
C	Travel Cost		$5,984.00
B	Standard Pilot Training for non EC120 helicopter. Price Per Student	20	
4.4.1	Number of training Days if greater than 5 days.		0 Days
	Price Each	Each	NA
	Price Total		$0.00
C	Round Trip Airfare–Coach per Person	20	
	Price Each	Each	NA
	Price Total		$0.00
	Hotel per Person	20	
	Price Each	Each	NA
	Price Total		$0.00
	Meal Per Diem/per Student/per Day/per Trip (1.5 Days Per Trip)	20	
	Price Per Student	Students	$0.00
	Price Total		$0.00
	Car Rental	10	
	Price Per Car	Cars	$0.00
	Price Total		$0.00
C	Travel Cost		$0.00
B	Instructor Pilot flight training courses for non EC120 helicopter for 3 students. Price Per Student	3	
4.4.2	Number of training days is greater than 3		0 Days
	Price Per Each	Each	NA
	Price Total		$0.00
C	Round Trip Airfare–Coach per Person	3	
	Price Each	Each	NA
	Price Total		$0.00
	Hotel per Person	3	
	Price Each	Each	NA
	Price Total		$0.00
	Meal Per Diem/per Student/per Day/per Trip (1.5 Days Per Trip)	3	
	Price Per Student	Students	$0.00
	Price Total		$0.00
	Car Rental	1	
	Price Per Car	Car	$0.00
	Price Total		$0.00
C	Travel Cost		$0.00

City of San Antonio Bid Tabulation

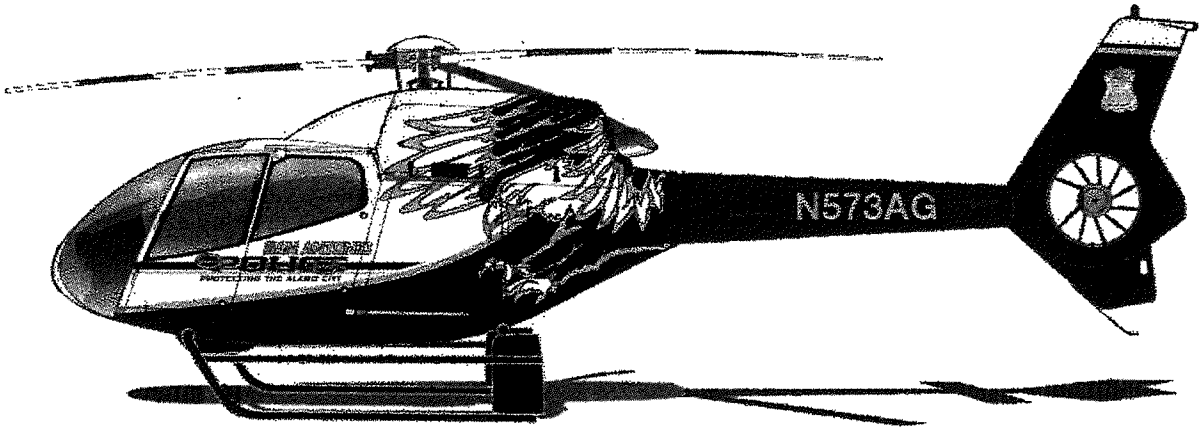
Opened: June 12, 2015 For: SAPD Single Engine Turbine Helicopter Purchase 6100005961 AAS			Non-Local Airbus Helicopters, Inc. 2701 N. Forum Drive Grand Prairie, TX 75052 972-641-3455
Item	**Description**	**Estimated Quantity**	
B 4.4.3	Mechanics airframe maintenance training courses for 1 student. Price Per Student Number of training days. Price Each Price Total	1 Each	(Consecutive -2 weeks Airframe and 1 week Engine) 15 Days Included $0.00
C	Round Trip Airfare–Coach per Person Price Each Price Total	1 Each	Includes baggage fee $25.00 each way. Total $50.00 $650.00 $650.00
	Hotel per Person Price Each Price Total	1 Each	$150.00 /Day and includes weekend $3,000.00 $3,000.00
	Meal Per Diem/Student per trip Price Per Student Price Total	1 Student/Day	 $56.00 $1,176.00
	Car Rental Price Per Car Price Total	1 Car/Day	3 week rental $120.00 $2,520.00
C	Travel Cost		$7,346.00
B 4.4.4	Recurrency flight training courses for 20 students 12 months after delivery of helicopter. Price Per Student. Number of training days. Price Each Price Total	20 Each	 3 Days $5,557.00 $111,140.00
C	Round Trip Airfare–Coach per Student Price Each Price Total	20 Each	Includes baggage fee $25.00 each way. Total $50.00 $650.00 $13,000.00
	Hotel per Student Price Each Price Total	20 Each	$150.00 /Day $600.00 $12,000.00
	Meal Per Diem/Student per trip Price Per Student Price Total	20 Students	4 days plus 1/2 day travel each way $56.00 $4,480.00
	Car Rental Price Per Car Price Total	10 Cars/Day	 $180.00 $9,000.00
C	Travel Cost		$38,480.00

City of San Antonio Bid Tabulation

Opened: June 12, 2015 For: SAPD Single Engine Turbine Helicopter Purchase 6100005961 AAS			Non-Local Airbus Helicopters, Inc. 2701 N. Forum Drive Grand Prairie, TX 75052 972-641-3455
Item	**Description**	**Estimated Quantity**	
B	Recurrency flight training courses for 20 students conducted 24-months after delivery of helicopter. Price Per Student.	20	
4.4.5	Number of training days.		3 Days
	Price Each	Each	$5,835.00
	Price Total		$116,700.00
C	Round Trip Airfare–Coach per Student	20	Includes baggage fee $25.00 each way. Total $50.00
	Price Each	Each	$650.00
	Price Total		$13,000.00
	Hotel per Student	20	$150.00 /Day
	Price Each	Each	$600.00
	Price Total		$12,000.00
	Meal Per Diem/Student per trip	20	4 days plus 1/2 day travel each way
	Price Per Student	Students/Day	$56.00
	Price Total		$4,480.00
	Car Rental	10	
	Price Per Car	Cars/Day	$180.00
	Price Total		$9,000.00
C	Travel Cost		$38,480.00
4.5	Demonstrations compliance: Minimum 5 days and Maximum of 10 days.		Yes
	Dealer Name:		Airbus Helicopters, Inc.
	Address:		2701 N Forum Drive, Grand Prairie, TX 75052
	Prompt Payment Discount		NET 30
B	Total Training Cost:		$227,840.00
C	Total Travel Cost:		$90,290.00
D	**Total Award:** (A, B, AND C)		**$3,150,389.00**

ORIGINAL

The Airbus Helicopters EC120B Helicopter in Service with...



City of San Antonio Police Department

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Transmittal Letter

Ms. Angela Alonso-Smith
City of San Antonio
Purchasing and General Services Department
City Clerk's Office
100 Military Plaza
2nd Floor, City Hall
San Antonio, TX 78205

June 12, 2015

Dear Ms. Alonso-Smith,

On behalf of Airbus Helicopters, Inc (AHI), I am pleased to present our response to the City of San Antonio for your Invitation for Bid (IFB), Solicitation #6100005961 for one (1) single-engine turbine-powered helicopter. We appreciate the opportunity to participate in the City of San Antonio's IFB Process, and we look forward to working with you on this project. As you probably already know, Airbus Helicopters is already a proud partner with the City of San Antonio, since the San Antonio Police Department is currently operating two (2) EC120B helicopters and one (1) AS350B3 helicopter to perform all of the Police Department's important missions.

The **Airbus Helicopters EC120B** is the most advanced light single engine helicopter available on the market today. Since its introduction in 1998, the EC120B has set the standard for modern technology and safety. Modern technologies include extensive use of composite materials for strength and light weight, the glass panel Vehicle and Engine Multifunction Display (VEMD) which reduces pilot workload by minimizing the number of flight instruments, and the enclosed Fenestron® tail rotor system which increases safety on the ground while significantly reducing the helicopter's noise signature. With safety features including energy-attenuating crew and passenger seats, crash-resistant fuel system, and hydraulically-boosted flight controls, the EC120B keeps flight crews and passengers safe while performing critical Law Enforcement missions.

Airbus Helicopters products have become the Law Enforcement helicopters-of-choice, with 56% of all Law Enforcement new helicopter deliveries over the past 10 years. Additionally, more EC120B helicopters have been delivered to U.S. Law Enforcement agencies than ***any light single-engine turbine helicopter in the past 10 years.*** Law Enforcement operators have embraced the EC120B helicopter due to its ability to conduct a wide variety of Law Enforcement patrol missions while keeping operating and maintenance costs low. The ease of maintenance and low maintenance requirements keep the EC120B mission-ready, which maximizes availability to support officers on the ground.

In addition to the EC120B's proven record, Airbus Helicopters also prides itself on providing exemplary customer support. Our continued investments in technical services, spare parts inventory, and training are some examples.

We look forward to working with the City of San Antonio as you move forward with your helicopter acquisition process. Our helicopters are selected more often than any competitors to provide safe, reliable service to Law Enforcement agencies nationwide. We truly believe that the City of San Antonio will benefit from the proven success of our aircraft as you look to meet the current and future needs of the City of San Antonio Police Department.

Sincerely,

Christie White-Mays

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

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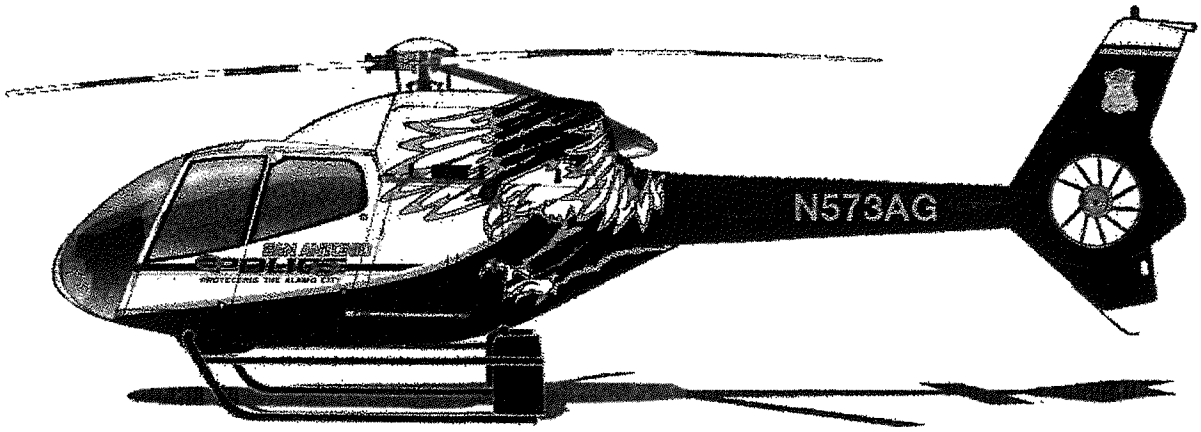
Section A – Response to Proposal Requirements



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Invitation for Bid - Solicitation N°: 6100005961

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CITY OF SAN ANTONIO

PURCHASING AND GENERAL SERVICES DEPARTMENT

FORMAL INVITATION FOR BID ("IFB") NO.: 6100005961

SAPD SINGLE ENGINE TURBINE HELICOPTER PURCHASE

Date Issued: MAY 20, 2015

BIDS MUST BE RECEIVED **NO LATER** THAN:
2:00 PM CENTRAL TIME, JUNE 12, 2015

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
2nd 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, JUNE 12, 2015

Bid No.: 6100005961

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

* If YES, the Pre-Submittal conference will be held on MAY 28, 2015 at 2:00 P.M.,CT at PURCHASING DEPARTMENT CONFERENCE ROOM, 111 SOLEDAD, SUITE 1100, SAN ANTONIO, TX 78205

Staff Contact Person: ANGELA ALONSO-SMITH, PROCUREMENT SPECIALIST III, P.O. Box 839966, San Antonio, TX 78283-3966.
Email: ANGELA.ALONSO-SMITH@SANANTONIO.GOV

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

Understood.

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Understood.

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003 – Instructions for Bidders

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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.

Understood.

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

Understood.

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.

Understood.

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.

Understood.

Evaluation and Award of Contract.

Per Section §252.043 of the Texas Local Government Code, the contract will be awarded to the lowest responsible bidder. The Purchasing Division evaluates bids for responsiveness and the 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 Term & 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.
Understood.

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. Effective January 1, 2006, 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 conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205." Bidder should consult its own legal advisor with questions regarding the statute or form. Do not include this form with your sealed bid. The Purchasing Division will not deliver the form to the City Clerk for you.

Understood.

004 – Specifications / Scope of Services

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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 model will be added to the current fleet of two American Eurocopter models EC120B. Bids of the same model or proven equals are acceptable. The Helicopter 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. ***Understood.***

4.2 GENERAL REQUIREMENTS:

4.2.1 Vendor shall provide one Single Engine Turbine Helicopter, with a minimum of 3 rotor blades and 4 seats with all 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. The helicopter is to be serviced in accordance with manufacturer's recommended pre-delivery checklist and ready for operation upon delivery and shall include all manufacturer's standard equipment unless otherwise specified herein. ***Understood.***

4.2.2 Vendor shall provide all upgrades that are available at the time of delivery at no additional charge. ***Understood.***

4.2.3 Prices quoted are FOB Destination, San Antonio Police Department Hangar at 1110 99th Street, San Antonio, Texas, 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. ***Understood.***

4.2.4 Delivery - All deliveries will be coordinated with San Antonio Police Department Helicopter Detail Supervisor. ***Understood.***

4.1.1 **Delivery must occur after January 1, 2016, but no later than January 31, 2016. City will not take early delivery. Time is of the essence in the performance of this contract.** ***Understood. However, an order by the City must be received by July 31, 2015 in order to meet the delivery timeline. The City has requested the installation of numerous long-lead-time items on the helicopter (which are beyond the control of Airbus Helicopters), and these must be ordered in a timely manner.***

4.2.5 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 that posses the same 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 10-13 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. ***Understood.***

4.2.6 A pre-bid conference will be conducted at **2:00 P.M, CT, Thursday, May 28, 2015**. Location will be at the Purchasing Department Hill Country Conference Room, 111 Soledad, Suite 1100 San Antonio, Texas 78205. DIAL IN INFORMATION: 877-226-9790, ACCESS CODE: 4511640 ***Understood.***

4.2.7 Reserved. ***Understood.***

4.1.2 Quantity and Model: The IFB is for one new, current year model, American Eurocopter EC120 or MD Helicopter 500E of the type currently in production at the time of bid award. ***Understood. Airbus Helicopters is offering one (1) EC120B helicopter for this IFB.***

4.2.8 Modifications. The model helicopter offered for purchase must incorporate all modifications currently in effect for current production of that model at the time of bid response. Any anticipated modifications must be listed on the bid along with estimated costs to accomplish the modification. The price for the helicopter shall include all anticipated modifications. ***Understood. There are no anticipated modifications at this time.***

4.2.9 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 an Supplemental Type Certificate ("STC"), or under an FAA "337" field approval. ***Understood.***

4.2.10 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. ***Understood. Airbus Helicopters does not anticipate any additional Airworthiness Directives for the EC120B at this time.***

4.2.11 Paint & Graphic Design: All exterior painted airframe parts shall be covered with high quality polyurethane paint in a minimum three color paint scheme of City's choosing. The City will request a bid for a custom graphic design attached in Attachment F. ***Understood.***

4.1.3 Empty Weight and Useful Load (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 will have a minimum of 1480 lbs of useful load. ***Understood. The estimated empty weight of a basic EC120B is 2,191 lbs with a useful load of 1,590 lbs (internal) and 1,777 lbs (external). The empty weight of the most-recently delivered EC120B to the City is 2,588 lbs with a useful load of 1,193 lbs (internal) and 1,380 lbs (external). The EC120B offered by Airbus Helicopters will have a similar empty weight to the current EC120B's in-service with the City.***

4.1.4 Basic Aircraft. Any equipment, capabilities, or provisions provided on a basic equipped aircraft of the make and model offered by the bidder shall be incorporated on the aircraft offered for purchase without regard to whether or not the equipment, provision or capability is specified herein. ***Understood.***

4.1.5 Warranty. The helicopter and all optional equipment manufactured by the helicopter manufacturer shall be covered by the following warranty until the unit reaches 1,000 flying hours or 24 months, whichever occurs first, after acceptance. The warranty period shall commence on the date and time the San Antonio Police Department 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's bid shall include a copy of the helicopter warranty. ***Understood. See attached Airbus Helicopters Standard Terms & Conditions in Section C detailing our expanded warranty coverage that covers all parts for three (3) years / 2,000 hours (whichever comes first) and one (1) year of warranty labor.***

4.1.6 Progress Inspections. The City reserves the right to conduct 2 scheduled plant inspections by three members of the San Antonio Police Helicopter Detail to inspect the aircraft. The first inspection will occur when the units reach 1/3 of completion. The second inspection will occur when the units reach 2/3 of completion. These inspections will consist of one day trips, unless problems dictate longer visits. All travel expenses will be paid by Vendor. Transportation shall be by air if the location will be greater than 150 miles from San Antonio. Progress inspections should be quoted on Attachment A- Price Schedule. ***Understood. (1) Travel Expense Rates are based on 2015 GSA Rates, (2) Expenses reimburse are not to exceed the values listed in Section B, (3) Customer is responsible for any additional inspection trip travel expenses that exceed the reimbursement values listed in Section B.***

4.3 PRODUCT SPECIFICATIONS PER HELICOPTER:

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

4.3.1 AIRFRAME

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

4.3.2 POWERPLANT, SYSTEMS, and INSTRUMENTS

4.3.2.1 Turbine Engine Rated at 450 SHP or Greater ***Compliant. EC120B takeoff rating is 504 SHP***
4.3.2.2 Crash Resistant Fuel Tank ***Compliant.***
4.3.2.3 Fuel Shut-Off Valve ***Compliant.***

4.3.2.4 Engine Wash Kit ***Compliant.***
4.3.2.5 External Fuel Filter (*If Available) ***Not Available.***
4.3.2.6 External Oil Filter with By-Pass (*If Available) ***Not Available.***
4.3.1.1 Engine Inlet Anti-Ice System or Equivalent ***Not Required – the advanced design of the Turbomeca Arius 2F engine eliminates the need for engine inlet anti-ice.***
4.3.1.2 150 AMP Starter/Generator ***Compliant.***
4.3.1.3 Running Time Hour Meter (Fight Hobbs Meter) ***Compliant.***
4.3.1.4 Landing Gear Contact Switch Hour Meter (Maintenance Hobbs Meter) ***Compliant.***
4.3.1.5 Engine Oil Temperature Indicator ***Compliant.***
4.3.1.6 Turbine Outlet Temperature Indicator ***Compliant.***
4.3.1.7 Engine Oil Pressure Indicator ***Compliant.***
4.3.1.8 N1 Tachometer ***Compliant.***
4.3.1.9 Dual Engine/Rotor Tachometer ***Compliant.***
4.3.2.7 Fuel Quantity Indicator with Fuel Flow Meter - U.S. Gallons ***Compliant.***
4.3.1.10 Engine Torque Meter ***Compliant.***
4.3.1.11 FDC AeroFilter Engine Intake Air Filter or Equivalent (*If Available) ***Compliant.***
4.3.1.12 NVG Compatible Instrument Panel and Lighting ***Compliant.***
4.3.1.13 Fixed Provisions for Track and Balancing equipment on the center console panel for a Chadwick 8500c+. See Attachment G – Pictures ***Compliant.***
4.3.2.8 Rotorbrake ***Compliant.***
4.3.2.9 DC Amp Meter ***Compliant.***
4.3.1.14 Four Bladed Tail Rotor or Fenestron Tail Rotor System ***Compliant. The EC120B helicopter has a Fenestron® Tail Rotor System***
4.3.2.10 (3 Each) High Visibility Painted (M/R) Rotor Blades, to include shipping blade box that holds a complete set of aircraft blades ***Compliant.***

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

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

4.3.3 AVIONICS

4.3.3.1 Annunciator Warning Panel ***Compliant.***
4.3.3.2 Dual Window Altimeter ***Compliant.***
4.3.3.3 Magnetic Compass ***Compliant.***
4.3.3.4 Altitude Encoder 8800T Shadin ***Compliant.***
4.3.3.5 ELT 406AF-H Kannad ***Compliant.***
4.3.3.6 Transponder GTX330 Garmin ***Compliant.***
4.3.3.7 Attitude Gyro H321EGM Thales ***Compliant.***
4.3.3.8 VSI ***Compliant.***
4.3.3.9 Digital OAT Guage ***Compliant.***
4.3.3.10 Pitot Static System - Heated ***Compliant.***
4.3.3.11 Airspeed Indicator ***Compliant.***
4.3.1.15 Horizontal Situation Indicator L-3 Communication 504-0111-930 ***Compliant. As a clarification, this model number describes the standard Attitude Indicator on the EC120B, not the Horizontal Situation Indicator.***
4.3.3.12 Compass System KCS55A Honeywell ***Compliant.***
4.3.3.13 NAV/Com/GPS Garmin GTN 650 ***Compliant.***
4.3.3.14 VHF-2 w/ Cyclic Freq Control, King 196 Honeywell ***Compliant.***
4.3.3.15 (3 Each) ICS SMT Hand Switch for Rear Passengers ***Compliant.***
4.3.3.16 NAT AMS-42 w/AA90-IKC Install Kit with Side Tone on all Positions ***Compliant.***
4.3.3.17 NAT Sidetone Amplifier AA34-300 ***Compliant.***
4.3.3.18 Flush Mounted Avionics Plug for Pilot, Co-Pilot ***Compliant.***
4.3.3.19 Map Case ***Compliant.***
4.3.3.20 Two Pin Female Accessory Plug – Compatible with Chadwick 8500 ***Compliant.***
4.3.3.21 Master Avionics Switch ***Compliant.***

4.3.3.22 28-14VDC Converter KGS UC28-14 ***Compliant. Airbus Helicopter will be installing the KGS RG-28 converter, an equivalent to the KGS UC28-14.***
4.3.3.23 Co-Pilot Footswitch L-2-S Linemaster ***Compliant.***
4.3.3.24 Chronometer 811B-24 Davtron ***Compliant.***
4.3.3.25 (2 Each) FM VHF Antennas CI 177-13 Comant ***Compliant.***
4.3.3.26 800 mhz Antenna CI-285 Comant ***Compliant.***
4.3.3.27 RA-4000 Radar Altimeter with RAD 40 Indicator ***Compliant.***

4.3.4 AIRFRAME EQUIPMENT

4.3.4.1 Energy Attenuating Seats Pilot and Co-Pilot with Premium Cloth Covered Seats with High Density Foam Cushions ***Compliant.***
4.3.4.2 Four-Point Harness Restraint for Pilot and Co-Pilot ***Compliant.***
4.3.4.3 Three-Point Harness for Rear Passenger Seats ***Compliant.***
4.3.4.4 Cabin Heater/Demister ***Compliant.***
4.3.4.5 High Skid Gear ***Compliant.***
4.3.4.6 Left and Right Full Length Tungston Carbide Skid Shoes ***Compliant.***
4.3.4.7 Dual Controls, Fixed Provisions, Removable Co-Pilot Controls, Right hand Pilot-In-Command ***Compliant.***
4.3.4.8 Ground Power Receptacles ***Compliant.***
4.3.4.9 LH/RH Tinted Overhead Window ***Compliant.***
4.3.4.10 Three Color Exterior in SAPD Paint Scheme (TBD by City upon award) ***Compliant.***
4.3.4.11 Interior – Grey Cloth Fabric Seats ***Compliant.***
4.3.4.12 Heavy Duty Grey Vinyl Flooring ***Compliant.***
4.3.4.13 Ground Handling Wheels Dual Type ***Compliant.***
4.3.4.14 Cabin Air Conditioning System ***Compliant.***
4.3.4.15 Multi-Function Cyclic (Functions to be Coordinated with City Representative) ***Compliant.***
4.3.4.16 Wire Strike Protection System – Fixed Provisions ***Compliant.***
4.3.4.17 Adjustable Anti-Torque Pedals ***Compliant.***
4.3.4.18 If not Hydraulic M/R, Electric or Hydraulic Cyclic Two Axis Trim ***Compliant.***
4.3.4.19 Fuselage Jack/Lift Fittings ***Compliant.***
4.3.4.20 Tie Down/Inlet Cover Kit ***Compliant.***
4.3.4.21 External APU Plug ***Compliant.***
4.3.4.22 Pilot and Co-Pilot Map Lights ***Compliant.***
4.3.4.23 External Fuel Grounding Point Plug ***Compliant.***
4.3.4.24 L.E.D. Strobe/Navigation Lights ***Compliant.***
4.3.4.25 Circuit Breaker Protection ***Compliant.***
4.3.4.26 Essential/Non-Essential Bus ***Compliant.***
4.3.4.27 Adjustable Ventilation System ***Compliant.***
4.3.4.28 Clear Cabin Sliding Door Windows ***Compliant.***
4.3.4.29 Safety Kit to include the following: Dry Chemical Fire Extinguisher, First Aid Kit ***Compliant.***
4.3.4.30 Controllable LED Landing Light, if available ***Not Available.***
4.3.4.31 Pulse Light System – Precise Flight System 3060S ***Compliant.***
4.3.4.32 Pneumatic Door Openers (*If Available) ***Compliant.***
4.3.4.33 LH/RH Maintenance Jack ***Compliant.***
4.3.4.34 (2 Each) 20' Maintenance Coil Cord ***Compliant.***

4.3.5 MISSION EQUIPMENT

4.3.5.1 SAPD Customized Design, Preparation Configuration, purchase and installation of FAA Certified Mount and Installation of MetaMap Airborne Moving Map System, MRC30-128 Ruggedized Computer with Intel Core i7, 128 RAM, Garmin GPS, ARK9215H Avalex Keyboard, with all needed wiring, connections, licensing and required software with a 2 year warranty and installation to include a Customer Furnished Equipment (CFE)-Macro Blue 10.4" min 1500 nits with Touch screen and NVG Compatible. ***Compliant.***

4.3.5.2 FAA Certified Mount and Installation of Wescam MX-10 Airborne Camera with MX-GEO, GPS-10, MX-SLIF-10, MX-MMIF-10, STCK-MX-10, LLC-MX-10 ***Compliant.***
4.3.5.3 FAA Certified Mount and Installation of Spectrolab SX-5 Search Light and SLASS System Location To Be Determined (TBD) by SAPD Customer Furnished Equipment. ***Compliant.***
4.3.5.4 FAA Certified Mount and Installation of SAPD Supplied Police Radio, wired so it is powered with the master switch. ***Compliant.***
4.3.5.5 Pilot Operating Manuals ***Compliant.***
4.3.5.6 All Maintenance and Illustrated Parts Catalogs on CD ROM or Web Subscription Accessible ***Compliant.***

4.3.5.7 Minimum 24 Month or 1000 Hour Airframe, Avionics, Drive-Train, Accessory Warranty or Standard Manufacturer Warranty, whichever is greater ***Compliant.***

4.3.5.8 Minimum 24 Month, 1000 Engine Warranty or Standard Manufacturer Warranty, which ever is greater ***Compliant.***

4.4 TRAINING PER AIRCRAFT

Vendor shall provide the training described in this IFB. All associated training costs should be quoted on Attachment A- Price Schedule. ***Compliant.***

4.4.1 Standard Pilot Training Provided with Helicopter Purchase if aircraft is not an EC120. The Standard Pilot transition flight training courses shall occur 3-months prior to delivery or immediately after delivery of helicopter for 20 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 of 20-hours of ground school and exam demonstrating the basic knowledge of the aircraft. The flight operations will consist of a minimum of 3-hours of flight time to include normal operations and emergency procedure, heavy weight performance, emergency procedure auto-rotations to the ground. All flight training be will be conducted in the manufacturer's aircraft at the bidder's location. The Standard Pilot Training is not required if quoting a EC120 Helicopter. ***Compliant – not quoted.***

4.4.2 Instructor Pilot flight training courses for 3 students if aircraft is not an EC120. 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. ***Compliant – not quoted.***

4.4.3 Vendor shall provide a mechanics airframe maintenance training courses for 1 student, to include the aircraft's power plant, occurring at one time at the bidder's location. ***Compliant.***

4.4.4 Recurrency flight training courses for 20 students to be conducted 12-months after delivery of helicopter with the minimum of 1.5 hours of flight training, including emergency procedures of full auto rotations to the ground and applicable ground school at the manufacturer's or bidder's location, and in the manufacturer's aircraft. ***Compliant.***

4.4.5 Recurrency flight training courses for 20 students to be conducted 24-months after delivery of helicopter with the minimum of 1.5 hours of flight training, including emergency procedures of full auto rotations to the ground and applicable ground school at the manufacturer's or bidder's location and in the manufacturer's aircraft. ***Compliant.***

4.4.6 For all courses, all lodging, per diem and transportation will be paid by Vendor and reimbursed by City upon receipt of invoice. Air transportation shall be bid at market economy coach rates. City will not reimburse Vendor for business class or first class rates. Car rental bids shall include added insurance coverage and will be based on shared cars as specified in Price Schedule. Per Diem rates will be those set by the General Services Administration for the destination location. Hotel accommodations must be certified fire safe and bid at a standard economy, base room rate. ***Understood.***

4.5 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 supplied prior to the demonstration. ***Understood.***

4.6 EVALUATION

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

4.7 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. ***Understood.***

Any soft costs in the bid will be on an alternate funding source. Soft costs are typically not eligible for lease purchase financing such as training costs, travel costs, maintenance costs, service costs, freight/shipping costs, and/or licensing. ***Understood.***

4.8 This solicitation is being issued as a competitive sealed bid in accordance with Chapter 252, Texas Local Government Code. As such, all bidders must bid on the same material terms and conditions. Changes to the terms and conditions will result in rejection of bidder's bid from consideration. ***Understood.***

005 – Supplemental Terms & Conditions

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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 Purchase*" 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: ***Understood.***

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory $500,000/$500,000/$500,000
3. Broad form 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 f. Damage to property rented by you	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 $100,000
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.
Understood.

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 Rev. 6/8/15
Attachment B – Local Preference Program Identification Form
Attachment C - Non-Discrimination Ordinance
Attachment D - Supplemental Information Related to State Of Texas Conflict of Interest Requirement
Attachment E- City Of San Antonio Veteran-Owned Small Business Preference Program (VOSBPP) Ordinance Language & Tracking Form
Attachment F- SAPD Eagle Graphic
Attachment G- Pictures for Section 4.3.2.20

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006 – General Terms & Conditions

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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

Understood.

based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be 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.

Understood.

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

Termination-Funding. 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

Understood.

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.
Understood.

Delinquent Taxes. In the event that Vendor is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, the City reserves the right to deduct any delinquent taxes from payments that the 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, 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.** ***Understood.***

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007 – Signature Page

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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.	V1040701
Signer's Name	Fernando Lombo
Name of Business	Airbus Helicopters, Inc.
Street Address	2701 N Forum Drive
City, State, Zip Code	Grand Prairie, Texas 75052
Email Address	christie.white@airbus.com
Telephone No.	972-641-3455
Fax No.	972-641-3761
City's Solicitation No.	6100005961

Signature of Person Authorized to Sign Bid

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008 – Standard Definitions

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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.
Understood.

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.

Understood.

009 – Attachments

[BLANK]

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.

Understood.

[BLANK]

Attachment A – Price Schedule

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

BIDDER MUST FILL IN THE FOLLOWING: (If submitting an electronic bid, answer all questions contained and attach as a separate attachment)

ITEM 1	Single engine turbine helicopter, American Eurocopter EC120 or MD Helicopter 500E, or proven equal, as specified herein				
		Supplier Offer	Estimated Quantity	Net Unit Price	Extended Price (Quantity x Net Unit Price)
4.2.1 A	Helicopter:		1	$ 2,826,347.00	$ 2,826,347.00
	Make & Model Offered:	Airbus, EC120B			
	Number of blades:	3			
	Number of Seats: Specify Color:	1 pilot + 4 passengers Gray			
4.2.10	Anticipated Modifications	Yes_____ No ✔			
	If Yes, List:				
	If Yes, Estimated implementation date:				
A	If Yes, list estimated cost, of each modification separately, if any			$ 0.00	$ 0.00
4.2.11	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, *Rev. 6/8/15.*

		Supplier Offer	Estimated Quantity	Net Unit Price	Extended Price (Quantity x Net Unit Price)
	Other:				
4.2.12	Anticipated Airworthiness Directives Met at Delivery.	Yes ✔ No_____			
	List any Airworthiness Directives:	At time of delivery, the aircraft will be of new production. To-date, there are no AD's that AHI anticipates to have to incorporate. If one is issued, AHI will incorporate and take action prior to delivery.			
A	**Estimated Cost of Compliance with Anticipated Airworthiness Directives, if any:**		1 Each	$ 0.00	$ 0.00
4.2.13 A	**Graphic- Attachment F, herein**		1 Each	$ 5,912.00	$ 5,912.00
4.2.14	Estimated empty weight:	2,191 lbs			
	Estimated internal and external useful loads: Minimum of 1480 lbs of useful loads.	1,590 lbs Internal	1,777 lbs External		
4.2.16	Specify Warranty period:		With respect to helicopter and optional equipment manufacturered by the Helicopter Manufacturer 2000 flying hours or 36 months, which ever occurs first. Reference Section C for further information.		
A	**Total Helicopter**				$ 2,832,268.00
	Training & Travel	**Supplier Offer**	**Estimated Quantity**	**Net Unit Price**	**Extended Price (Quantity x Net Unit Price**
4.2.17	**Progress Inspections Travel** for 3 people at: 1/3 and 2/3 completion with overnight stay.				
	Round Trip Airfare–Coach per Person	Includes baggage fee of $25.00 each way, total $50.00	6 Each	$ 650.00	$ 3,900.00

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

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

Item		Supplier Offer	Estimated Quantity	Net Unit Price	Extended Price (Quantity x Net Unit Price)
4.2.17	Hotel per Person		6 Each	$ 150.00	$ 900.00
	Meal Per Diem/per Student/per Day/per Trip (1.5 Days Per Trip)		9	$ 56.00 /Day	$ 504.00
	Car Rental		2 Cars 2 Days	$ 170.00 /Car/Day	$ 680.00
C	**Travel Cost Total:**				$ 5,984.00
	Provide Location:	Airbus Helicopers, Inc. Grand Prairie, Texas			
4.4.1 B	**Standard Pilot Training for non EC120 helicopter. Price Per Student**	Number of training Days if greater than 5 days 0	20 Each	$ Not Applicable	$ Not Applicable
	Round-Trip Airfare–Coach per Student		20 Each	$ Not Applicable	$ Not Applicable
	Hotel per Student		20 Each	$ Not Applicable	$ Not Applicable
	Meal Per Diem/Student per Trip		20 Students	$ 0.00 /Day	$ Not Applicable
	Car Rentals		10 Cars	$ 0.00 /Car/Day	$ Not Applicable
C	**Travel Cost Total:**				$ Not Applicable

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

		Supplier Offer	Estimated Quantity	Net Unit Price	Extended Price (Quantity x Net Unit Price)
4.4.2 B	**Instructor Pilot flight Training courses for non EC120 helicopter for 3 students.** Price Per Student.	Number of training Days if greater than 3: 0	3 Each	$ Not Applicable	$ Not Applicable
	Round Trip Airfare–Coach per Student		3 Each	$ Not Applicable	$ Not Applicable
	Hotel per student		3 Each	$ Not Applicable	$ Not Applicable
	Meal Per Diem/Student per Trip		3 Students	$ 0 /Day	$ Not Applicable
	Car Rental		1 Car	$ 0 /Car/Day	$ Not Applicable
C	**Travel Cost Total:**				$ Not Applicable
4.4.3 B	**Mechanics airframe maintenance training courses for 1 student.** Price Per Student.	2 weeks Airframe 1 week Engine (consecutive) Number of training days 15	1 Each	Included with $ Purchase	Included with $ Purchase
	Round-trip Airfare–Coach per Student	Includes baggage fee of $25.00 each way, total $50.00	1 Each	$ 650.00	$ 650.00
	Hotel per Student	$150.00/Day, includes taxes. Assumes student will stay over the weekends.	1 Each	$ 3,000.00	$ 3,000.00
	Meal Per Diem/Student per Trip	Includes weekends & travel days	1 Student	$ 56.00 /Day	$ 1,176.00
	Car Rental	3 week rental	1 Car	$ 120.00 /Car/Day	$ 2,520.00
C	**Travel Cost Total:**				$ 7,346.00

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

		Supplier Offer	Estimated Quantity	Net Unit Price	Extended Price (Quantity x Net Unit Price)
4.4.4 B	**Recurrency flight training courses for 20 students 12-months after delivery of helicopter.** Price Per Student.	Number of training days 3	20 Each	$ 5,557.00	$111,140.00
	Round-trip Airfare–Coach per Student	Includes baggage fee of $25.00 each way, total $50.00	20 Each	$ 650.00	$ 13,000.00
	Hotel per student	$150.00/Day, includes taxes.	20 Each	$ 600.00	$ 12,000.00
	Meal Per Diem/Student per Trip	4 Days assumed, to include 1/2 day travel each way.	20 Students	$ 56.00 /Day	$ 4,480.00
	Car Rental		10 Cars	$ 180.00 /Car/Day	$9,020.00
C	**Travel Cost Total**				$ 38,500.00
4.4.5 B	**Recurrency flight training courses for 20 students conducted 24-months after delivery of helicopter.** Price Per Student	Number of training days 3	20 Each	$ 5,835.00	$ 116,700.00
	Round-Trip Airfare–Coach per Student	Includes baggage fee of $25.00 each way, total $50.00	20 Each	$ 650.00	$ 13,000.00
	Hotel per Student	$150.00/Day, includes taxes.	20 Each	$ 600.00	$ 12,000.00
	Meal Per Diem/Student per Trip	4 Days assumed, to include 1/2 day travel each way.	20 Students	$ 56.00 /Day	$ 4,480.00
	Car Rental		10 Cars	$ 180.00 /Car/Day	$ 9,020.00
C	**Travel Cost Total**				$ 38,500.00

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

Travel total should read: $38,480.00

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

Travel Total should read: $38,480.00

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

		Supplier Offer	Estimated Quantity	Net Unit Price	Extended Price (Quantity x Net Unit Price)
4.5	Demonstrations compliance: Minimum 5 days and Maximum of 10 days.	Yes ✓ No_____		5 Minimum	10 Maximum
	Dealer Name:	Airbus Helicopters, Inc.			
	Address:	2701 N Forum Drive Grand Prairie, Texas 75052			
		Supplier Offer	**Quantity**	**Net Unit Price**	**Extended Price (Quantity x Net Unit Price)**
	Prompt Payment Discount	0 % 0 Days			
B	**Total Training Cost:**				$227,840.00
C	**Total Travel Cost:**				$ 90,330.00
D	**Total Bid includes:** **(A) Helicopter,** **(B) Training** **(C) Travel**			TOTAL	$ 3,150,438.00

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

Total should read: $3,150,389.00

Attachment B – Local Preference Program Identification Form

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City of San Antonio

Finance Department - Purchasing Division

Local Preference Program Identification Form

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

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

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

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

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

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

- Has an established place of business for one year or more in the incorporated limits of the City:

(a) from which at least 100 of its employees OR at least 20% of its total full-time, part-time and contract employees are regularly based; and

(b) from which a substantial role in the business' performance of a commercially useful function or a substantial part of its operations is conducted by those employees.

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

For the purposes of this program, Headquartered is defined as the place where a business entity's officers direct, control, and coordinate the entity's activities.

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

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

City of San Antonio

Finance Department - Purchasing Division

Local Preference Program Identification Form

CITY RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION TO VALIDATE BIDDERS'/RESPONDENTS' DESIGNATION AS A CITY BUSINESS.

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

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

STATE BIDDER'S / RESPONDENT'S PERCENTAGE OF OWNERSHIP IN THE JOINT VENTURE: 0 %

SUBMIT A COPY OF THE JOINT VENTURE AGREEMENT. SUBMIT ANY OTHER DOCUMENTATION REQUESTED BY CITY TO SUBSTANTIATE THE EXISTANCE OF AND/OR PARTICIPATION IN THE JOINT VENTURE. NO PREFERENCE POINTS WILL BE ALLOCATED TO A JOINT VENTURE THAT FAILS TO SUBMIT REQUIRED DOCUMENTATION.

SOLICITATION NAME/NUMBER: 6100005961

PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S HEADQUARTERS:

Name of Business:	Airbus Helicopters, Inc.	
Physical Address:	2701 N Forum Drive	
City, State, Zip Code:	Grand Prairie, Texas 75052	
Phone Number:	972-641-0000	
Email Address:	christie.white@airbus.com	
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent: 824		
Is Business headquartered within the incorporated San Antonio city limits? (circle one)	Yes	X
Has the business been headquartered in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	X
If the answers to the questions above are "Yes", stop here. If the answer to either of the above questions is "No", provide responses to the following questions:		

City of San Antonio

Finance Department - Purchasing Division

Local Preference Program Identification Form

PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S LOCAL OFFICE (IF APPLICABLE):

NOT APPLICALBE TO AIRBUS HELICOPTERS, INC.

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

City of San Antonio

Finance Department - Purchasing Division

Local Preference Program Identification Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

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

BIDDER'S / RESPONDENT'S FULL NAME:

Fernando Lombo

(Print Name) Authorized Representative of Bidder / Respondent

(Signature) Authorized Representative of Bidder / Respondent

VP & CFO

Title

June 12, 2015

Date

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

Attachment C – Non-Discrimination Ordinance

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ATTACHMENT C

NON-DISCRIMINATION ORDINANCE

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.

Understood.

[BLANK]

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

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Original submitted to the Office of the City Clerk

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

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

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

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

Christie White-Mays

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

City of San Antonio / Marilyn Timlake, Janette Torres-Gloria, Angela Alonso-Smith

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

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

☐ Yes ☒ No

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

Not applicable

4

Christie White-Mays — June 5, 2015

Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

Original submitted to the Office of the City Clerk

City of San Antonio

Office of the City Clerk

CONFLICT OF INTEREST QUESTIONNAIRE ADDENDUM FORM CIQ-A

For vendor or other person doing business with local governmental entity

Completed Conflict of Interest Questionnaires and Conflict of Interest Questionnaire Addenda are to be submitted by all individuals and/or entities who seek to do business with the City of San Antonio. Completed Forms shall be filed with the City Clerk no later than the 7th business day after the date the person/entity: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City.

A CIQ and CIQ Addendum are required to be filed for **EACH** solicitation submitted, and are required to be submitted together.

1 **Name of person who has or is seeking to have a business relationship with the City of San Antonio.**

Christie White-Mays

2 **Name of Company that has or is seeking to have a business relationship with the City of San Antonio.**

Airbus Helicopters, Inc.

2a **Business Contact information for Company listed above.**

Business Address: 2701 N Forum Drive, Grand Prairie, TX 75052

Phone: 972-641-3455

Email: christie.white@airbus.com

3 **Bid Name or Description of Service**

SAPD Single Engine Turbine Helicopter Purchase

4 **Printed name of person doing business with the City of San Antonio (same as denoted on Box 4 of Form CIQ).**

Christie White-Mays

Completed Conflict of Interest Questionnaires and Addenda should be mailed or hand-delivered separately from the solicitation (bid) to one of the following addresses:

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

Physical Address: **Office of the City Clerk**
City Hall, 2nd Floor
100 Military Plaza
San Antonio, TX 78205

Print Form

GR.1000-43.LEGAL.VERIFY.Conflict of Interest Addendum
Rev.2013-1 12/19/13

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

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City of San Antonio

Veteran-Owned Small Business Program Tracking Form

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

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

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

Definitions.

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

- The term "veteran" means a person who served on active duty with the U.S. Army, Air Force, Navy, Marine Corps, Coast Guard, for any length of time and at any place and who was discharged or released under conditions other than dishonorable. Reservists or members of the National Guard called to federal active duty or disabled from a disease or injury incurred or aggravated in line of duty or while in training status.

- A veteran-owned small business is a business that is not less than 51 percent owned by one or more veterans, or in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; the management and daily business operations of which are controlled by one or more veterans and qualifies as "small" for Federal business size stand purposes.

The program uses the below definition of joint venture.

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

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

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR BID/PROPOSAL.

INSTRUCTIONS

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

City of San Antonio
Veteran-Owned Small Business Program Tracking Form

SOLICITATION NAME/NUMBER: SAPD Single Engine Turbine Helicopter Purchase / 6100005961

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

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

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

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

BIDDER/RESPONDENT'S FULL NAME:

Fernando Lombo

(Print Name) Authorized Representative of Bidder/Respondent

(Signature) Authorized Representative of Bidder/Respondent

VP & CFO

Title

June 12, 2015

Date

This Veteran-Owned Small Business Program Tracking Form must be submitted with the Bidder/Respondent's bid/proposal.

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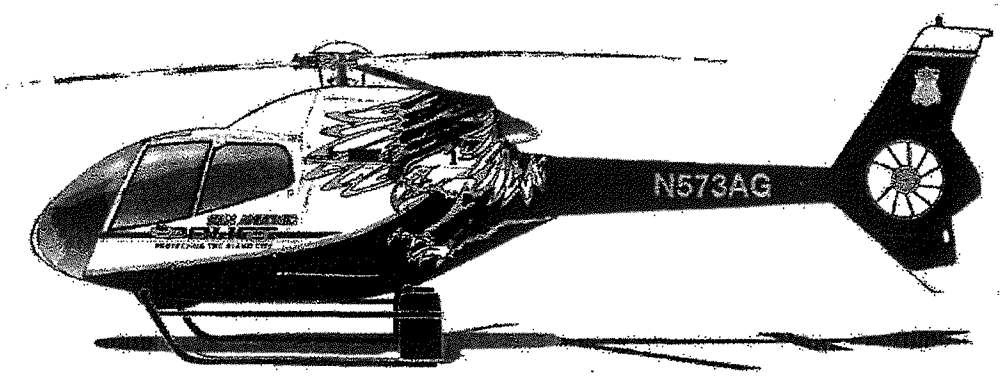
Attachment F – SAPD Custom Eagle Graphic

[BLANK]

ATTACHMENT F- SAPD Eagle Custom Graphic

Color: Black Outline, Gold and White inset colors



understood

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Attachment G – Pictures for Section 4.3.20

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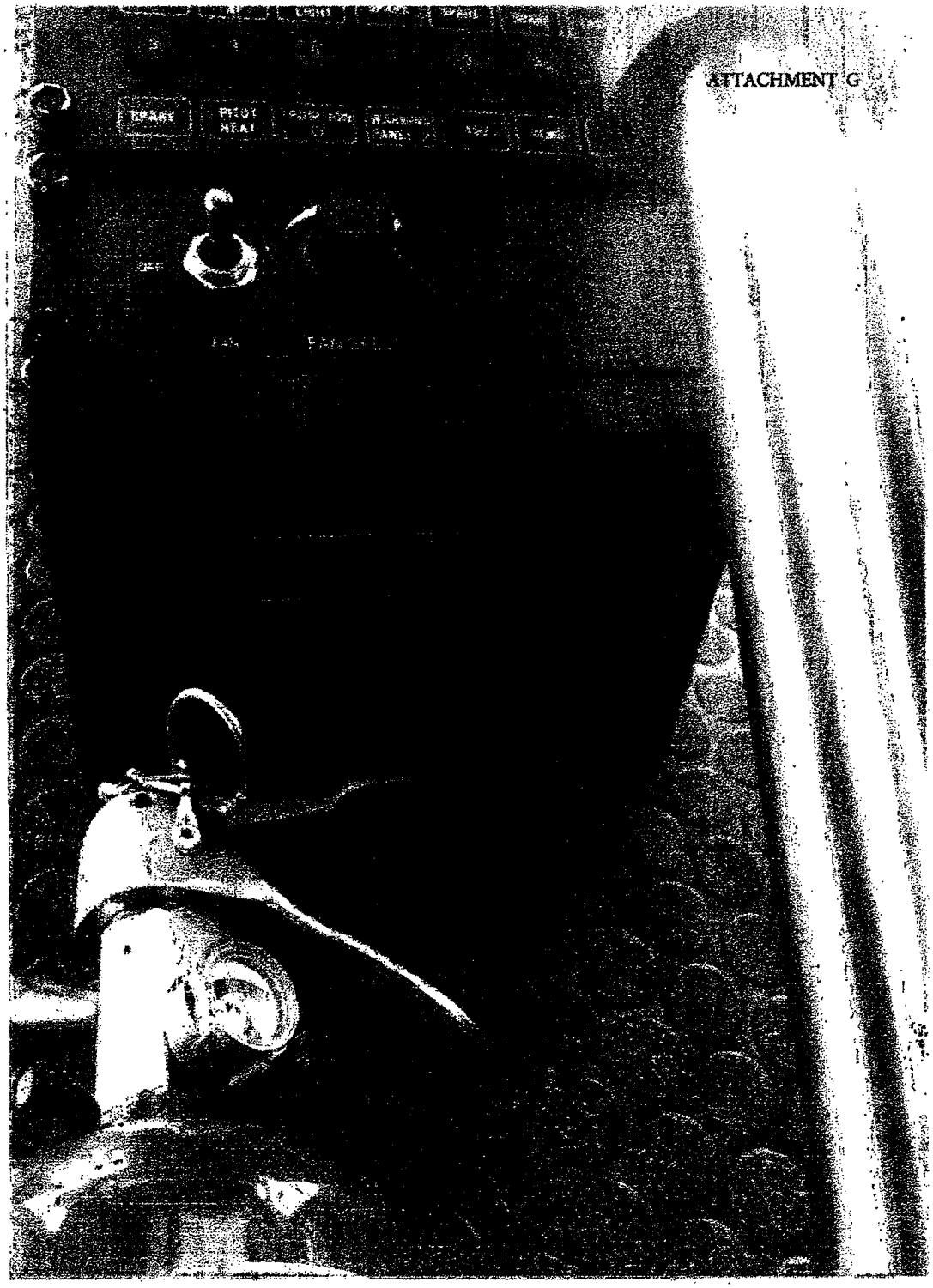
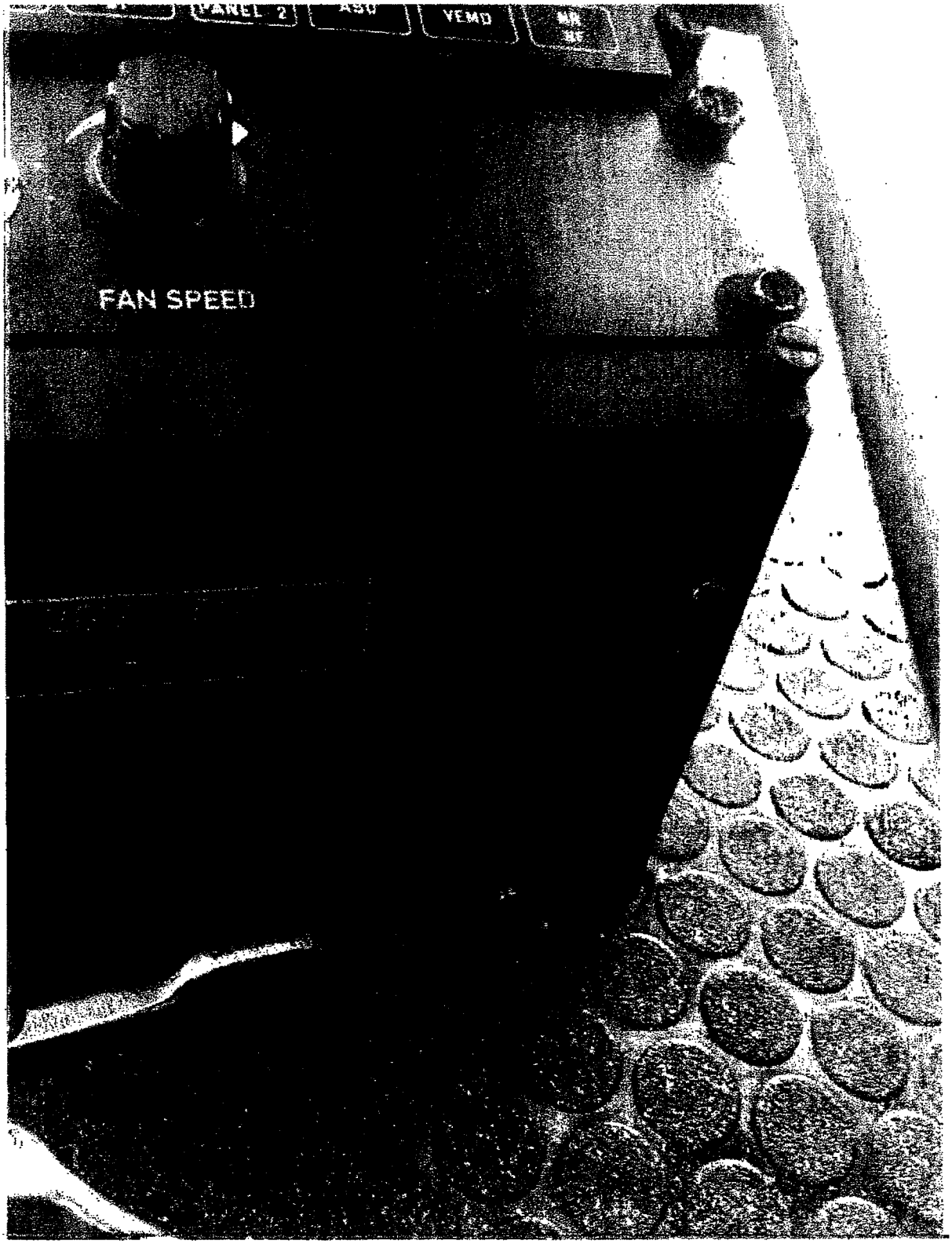
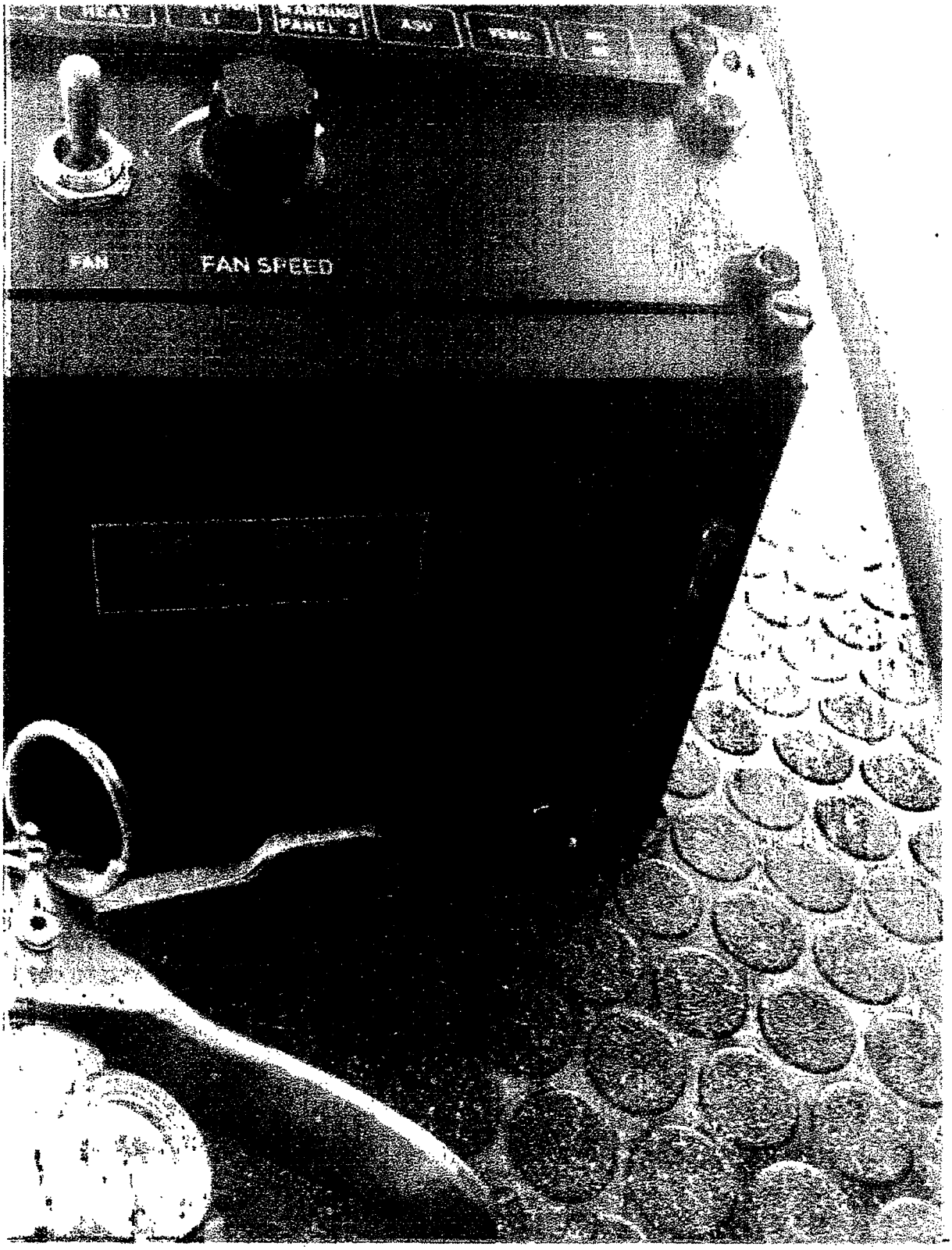


Understood.



Understood.



Understood.

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Addendum I

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City of San Antonio

SUBJECT: Invitation to Bid (IFB) for SAPD Single Engine Turbine Helicopter Purchase, **(IFB RFX# 6100005961)**, Scheduled to Open: **June 12, 2015**; Date of Issue: **May 20, 2015**

FROM: Paul Calapa
Procurement Administrator

DATE: June 04, 2015

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

THE ABOVE MENTIONED INVITATION FOR BID IS AMENDED AS FOLLOWS:

1. Page 1, Changed: IFB Submission date extended to June 12, 2015 p.m. Central Time.
2. Page 11, Section 4.3 PRODUCT SPECIFICATIONS PER HELICOPTER, section 4.3.2.20 changed to read:
   4.3.2.20 Fixed Provisions for Track and Balancing equipment on the center console panel for a Chadwick 8500c+. See Attachment G- Pictures
3. Page 12, Section 4.3 PRODUCT SPECIFICATIONS PER HELICOPTER, section 4.3.5.1 changed to read:

   4.3.5.1 SAPD Customized Design, Preparation Configuration, purchase and installation of FAA Certified Mount and Installation of MetaMap Airborne Moving Map System, MRC30-128 Ruggedized Computer with Intel Core i7, 128 RAM, Garmin GPS, ARK9215H Avalex Keyboard, with all needed wiring, connections, licensing and required software with a 2 year warranty and installation to include a Customer Furnished Equipment (CFE)-Macro Blue 10.4" min 1500 nits with Touch screen and NVG Compatible.
4. Page 27, Changed Price Schedule Section 4.2.17 Progress Inspection Travel. Hotel, Meals, Car Rental and Travel Cost Total read per Student changed to read per Person.
5. Page 31, Changed Price Schedule Section B, C, & D, Quantity read 1 Each. It was removed to leave field blank.

Finance Department, Purchasing Division
PO Box 839966 • San Antonio, TX 78283-3966 • Tel: 210-207-7260

Understood.

6. Page 46, Changed Section 4.4.6 read shared rates and now reads shared cars. Car rental bids shall include added insurance coverage and will be based on shared cars as specified in Price Schedule.

7. Changed Price Schedule: Attachment A: Has been updated for clarification. Refer to Question 3 below.

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

Questions From Respondent 1:

Respondent 1: Questions Submitted

1. Clarify that all items listed in this paragraph are Customer Furnished Equipment. Section 4.3.5.
   Response: The only Customer Furnished Equipment is 1. Macro-Blue 10.4" Monitor, 2. SX-5 Searchlight to include Gimbal, Junction Box and Hand Controller, 3. SLASS Box.

2. Attachment A – Price Schedule - 4.2.17 – Progress Inspections Travel- I. Since the Inspection Trips are one day trips, is a hotel required?
   Response: Yes, changed to read with overnight stay.

3. 4.2.17, 4.4.4, and 4.4.5: For each of these sections, the rental cars are shared between students and or SAPD personnel. However, Section C requires a price per student/SAPD personnel for both the unit price and extended.
   Response: Sections on Attachment A - Price Schedule 4.2.17, 4.4.1, 4.4.2, 4.4.3, 4.4.4, and 4.4.5 have changed for clarification.
   - Removed cost per person per trip and entered each values. On Car Rental removed Shared Cost per Student and changed to number of cars needed.
   - On (C) Travel Cost section it read Price per student Per Trip. It has been changed to read, Travel Cost Total.
   - The Price Schedule header read Quantity and changed to read Estimated Quantity.
   - Next to each training course the question, Number of training days____.

4. Section 4.3.2.20 – Fixed Provisions for Track and Balance.
   (a) Is there a specific vendor system that SAPD would want installed on the aircraft?
   Response: No, we just want it installed and compatible with the Chadwick 8500C+.

   (b) Does SAPD currently have fixed provisions installed, if so, can photos be provided?
   Response: Yes, photos have been uploaded as a separate Attachment G.

5. (a) Section 4.3.5.4 – Please supply the make and model of the SAPD supplied police radio.
   Response: Harris Corp. Unity XG-100M police radio and CH-721 Control Head

Understood.

(b) When does SAPD anticipate an award to the selected vendor of choice?
Response: August 2015

6. How much was paid by COSA for the last Helicopter?
Response: $2,589,000.00

7. Is acceptance flight done at the vendor or manufacturer?
Response: At the Completion center.

8. What's the estimate time for award?
Response: August 2015

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

Respondent 2: Question Submitted

10. Does this bid include the purchase and the interior completion of the helicopter?
Response: Yes

Paul Calapa
Procurement Administrator
Finance Department – Purchasing Division

Date June 12, 2015

Company Name Airbus Helicopters, Inc.

Address 2701 N Forum Drive

City/State/Zip Code Grand Prairie, Texas 75052

Signature

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Addendum II

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City of San Antonio

SUBJECT: Invitation to Bid (IFB) for SAPD Single Engine Turbine Helicopter Purchase, (IFB RFX# **6100005961**), Scheduled to Open: **June 12, 2015**; Date of Issue: **May 20, 2015**

FROM: Paul Calapa
Procurement Administrator

DATE: June 08, 2015

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

THE ABOVE MENTIONED INVITATION FOR BID IS AMENDED AS FOLLOWS:

1. Section 005-Supplemental Terms and Conditions, Incorporation of Attachments, Attachment A – Price Schedule is hereby revised to read *Attachment A – Price Schedule, Rev. 6/8/15*. A copy of the new Price Schedule is attached to this addendum. Bidders must use the newly revised price schedule to submit a bid.

Paul J. Calapa
Procurement Administrator
Finance Department – Purchasing Division

Date June 12, 2015
Company Name Airbus Helicopters, Inc.
Address 2701 N Forum Drive
City/State/Zip Code Grand Prairie, Texas 75052

Signature

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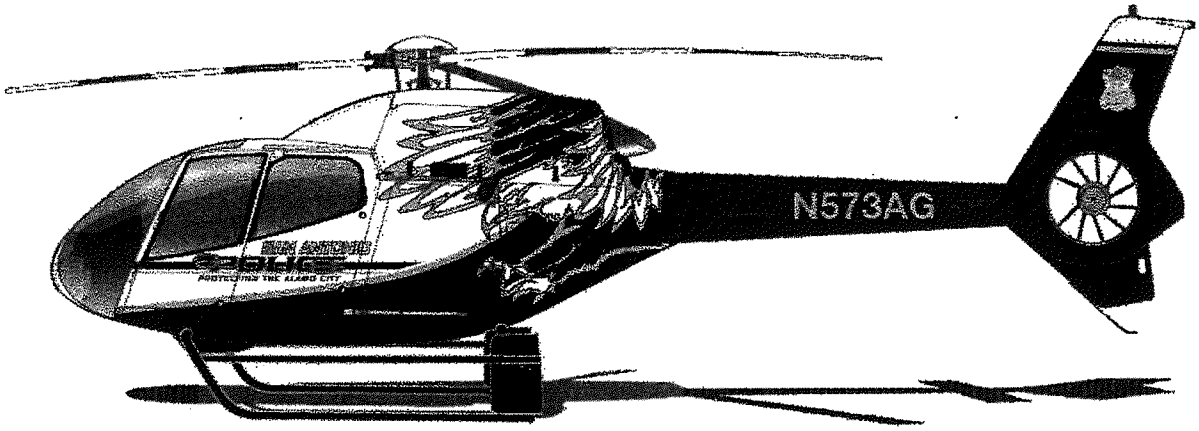
Section B –Pricing Details



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Configuration

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AIRBUS HELICOPTERS

SAN ANTONIO POLICE DEPARTMENT
EC120B - PARAPUBLIC

One, New, *EC120B* Colibri, in Standard Configuration, 1 Pilot and 4 passengers	US FUNDS
CONFIGURATION: Airframe, Factory Options and Additional Completion Equipment	$2,022,728

- *Left Hand Sliding Door*
- *Energy Attenuating Seats*
- *Cabin Heat/Demister*
- *Rotor Brake*
- *Long Boarding Steps*
- *High Skid Gear*
- *Dual Controls, Fixed Provisions*
- *Ground Power Electrical Receptacle*
- *Tinted Windows, Except Windscreen*
- *NVG VEMD/Caution Warning Panel*
- *Interior: Factory covered cushions in GRAY LEATHER with coordinating fabric inserts.*
  Customer selects GRAY HEAVY DUTY VINYL FLOORING

AIRFRAME EQUIPMENT: Factory Installed		Included
07-30001-00-CI	Comfort Cabin Layout	
05-42001-01-CI	Air Conditioning System	
05-37001-00-RP	Dual Controls	
05-37004-00-CI	Multifunction Cyclic	
05-91001-00-CI	Dual Ground Handling Wheels	
05-23001-00-CI	Engine Washing Device	

AVIONICS: Factory Installed			Included
~~*NAV/COM/GPS~~	~~GNS430W~~	~~Garmin~~	**Provided as loose equipment at delivery.*
VHF-2 w/cyclic freq cntrl	KY196	Honeywell	
~~*Transponder~~	~~GTX327~~	~~Garmin~~	**Provided as loose equipment at delivery.*
Altitude encoder	880BT	Shadin	
~~*Pilot Audio~~	~~GMA340H~~	~~Garmin~~	**Provided as loose equipment at delivery.*
ELT	406AF-H	Kannad	
Attitude Gyro	H321EGM	Thales	
Compass System	KCS55A	Honeywell	
HIS	KI525A	Honeywell	
Magnetic Compass			
Avionics Master Switch			
Turn and Bank			
Vertical Speed Indicator			
Chronometer			

AIRFRAME EQUIPMENT:		92,535
C120000004	BARRIER FILTER W/ LED BYPASS INDICATOR - FDC/ AEROFILTER	38,791
C120000021	BLADE-PAINT HI-VIS MRB RED SCHEME (A) - AHI	3,009
	FIRST AID KIT	298
C120000009	HOURMETER - COLLECTIVE ACTIVATED - AHI	3,928
	PAINT CENTER CONSOLE BLACK	1,449
C120000038	SEALED LEAD ACID BATTERY - AHI	4,614
C120000039	SKID SHOES - CARBIDE FULL LENGTH - ECF	6,062
C120000044	WIRE STRIKE PROTECTION COMPLETE KIT - ECF	34,384

MISSION EQUIPMENT:		553,903
CFE	LIGHT - SX5 - CREDIT FOR COMPLETE CFE (EXCL. CABLES)	(27,097)
C120010020	LIGHT - SX5 NIGHTSUN W/O CYCLIC CONTROL W/ QUICK DISCONNECT CABLES - AHI	58,584
	APPLY MI-15 TO SKIDS	3,256
	MOVING MAP - AIRBORNE MOVING MAP SYSTEM - METAMAP	56,827
	NASS NOSE MOUNT	27,342
	MEEKER DT-1 LOWER MALE DOVETAIL MOUNT	2,983
C120010011	SLASS (INCL. CYCLIC 4-WAY, FOCUS CONTROL, ON/OFF)	22,518
CFE	SLASS - CREDIT FOR CFE	(13,451)
	WESCAM MX-10	327,539
	MX-10 LOWLIGHT CONTINUOUS ZOOM TV (LLC-MX-10)	40,720
	MX-10 GEO PACKAGE DATA W/ GPS (MX-GEO-GPS-10)	23,269
	MX-10 SEARCHLIGHT INTERFACE (MX-SLIF-10)	11,053
	MX-10 MOVING MAP INTERFACE (MX-MMIF-10)	11,053
	MX-10 SINGLE CABLE FOR POWER, CONTROLLER, MOVING MAP VIDEO (GTOK-MX-10-BASIC)	3,490
	CONNECTOR KIT - BULKHEAD (CONN-BHCK-MX10)	5,817

AVIONICS:		275,085
	PULSELIGHT POWER SUPPLY (1200W) / 3060-S / PRECISE FLIGHT	
CFE	MONITOR, 10", NVG, MOUNTED IN FULL PANEL / MA-10N / MACRO BLUE	
	TILTING MONITOR MOUNT / / AHI	

** CFE (Customer Furnished Equipment) - All equipment listed as CFE requires that part numbers must be identical to part numbers listed on applicable STC's. All CFE items must be provided with proper documentation (FAA Form 8130-3) and traceability.*

SAN ANTONIO POLICE DEPT
EC120B - PARAPUBLIC
PAGE TWO OF TWO

AVIONICS CONT'D:	
	GPS/NAV/COM / GTN650 / GARMIN
	RADAR ALT. & IND. / RA4000/RAD40 / FREEFLIGHT SYST.
	14VDC POWER OUTLET / LS03-05025-BB / LONESTAR
	28-14VDC CONVERTER / RG-28 / KGS
	DIGITAL CLOCK / 811B-24 / DAVTRON
	FOOTSWITCH / L-2-S / LINEMASTER
	3 STATION REAR ICS / - / AHI
	AUDIO / AMS42 / NAT
	AUDIO MIXING AMP / 247 / NAT
	SIDETONE AMPLIFIER / AA34-300 / NAT
	TONE GENERATOR / AA37-212 / NAT
	MAINTENANCE JACK / TJ-120 / NEXUS, (2) EA
CFE	700/800MHZ TRANSCEIVER / XG100M / UNITY
	800MHZ ANTENNA / CI 285 / COMANT
	TRANSPONDER / GTX330 / GARMIN
	COIL CORD / CIX-400 / COMM INNOVATIONS, (3) EA
	BNC CONNECTOR / 225398-6 / AMP
	NVG COMPATIBLE AVIONICS / - / AERO DYNAMIX
	KEYBOARD W/ TOUCHPAD / AR89215 / AVALEX
	MAINTENANCE COIL CORD / CDX211L/50-74M / COMM INNOVATIONS, (2) EA
	FM VHF ANTENNA / CI 177-13 / COMANT, (2) EA
	TRACK & BALANCE CONNECTORS / MS3112E12-3S / AMPHENOL
	ENGINEERING & SYSTEM INTEGRATION

**CFE (Customer Furnished Equipment) – All equipment listed as CFE requires that part numbers must be identical to part numbers listed on applicable STC's. All CFE items must be provided with proper documentation (FAA Form 8130-3) and traceability.*

LOOSE EQUIPMENT:	322
MAIN ROTOR BLADE BOX - SHIP TO SAPD	322
ADDITIONAL PROVISIONS:	1,774
AIRCRAFT DELIVERY TO SAN ANTONIO POLICE DEPARTMENT HANGAR, SAN ANTONIO, TX (FERRY FLIGHT	1,774
ADDITIONAL PROVISIONS: PRICED SEPARATLEY ON PRICE SCHEDULE – ATTACHMENT F	5,921
PAINT - ADDITIONAL CHARGE FOR EXTERIOR PAINT - EAGLE (REFERENCE ATTACHMENT F)	5,921
SUBTOTAL, AIRFRAME & COMPLETION	**$2,952,268**
DISCOUNT TO SAN ANTONIO POLICE DEPARTMENT	**($120,000)**
TOTAL, FOB SAN ANTONIO, TX	**$2,832,268**

Training & Travel

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AIRBUS HELICOPTERS

SAN ANTONIO POLICE DEPARTMENT
EC120B - PARAPUBLIC
TRAINING / TRAVEL DETAILS

Recurrent Flight Training - Year 2017:

Twenty (20) Pilots (All Recurrent Training to be conducted at AEC's Facility in Grand Prairie, TX) — 111,140

- *Training to occur in 2017*
- *Ten (10) ground schools with two (2) pilots in each course*
- *Training course duration - Three (3) days*
- *Includes one (1) day of ground school and two (2) days of flight training with 1.5 flight hours per day*
- *Training to occur in AHI Aircraft*

Travel Expenses for Above Twenty (20) Pilots — 38,500

- *Includes Airfare **, Hotel, Car Rental (shared car) ** and Meal Per Diem of $ 56 Per Day/Per Student ***
- *Includes Baggage Fees ***
- *Airfare requires 21-day advance ticketing. ***
- *Requirements: Minimum of two (2) pilots per scheduled course ***

*** Applicable Training and Travel Expense for Training Notes:*

1. *Airfare requires 21-day advance ticketing. Prices quoted assumes Southwest Airlines.*
2. *Car rental does include additional insurance coverage.*
3. *Customer is responsible for any additional training and/or travel expenses related to training if the number of courses scheduled exceeds the specified numbers of groups with the minimum number of students.*
4. *Baggage Fees: $25.00 each way*
5. *Expenses reimbursed are not to exceed the values*

Subtotal, Year 2018 Recurrency Training with Travel — $149,640

Recurrent Flight Training - Year 2018:

Twenty (20) Pilots (All Recurrent Training to be conducted at AEC's Facility in Grand Prairie, TX) — 116,700

- *Training to occur in 2018*
- *Ten (10) ground schools with two (2) pilots in each course*
- *Training course duration - Three (3) days*
- *Includes one (1) day of ground school and two (2) days of flight training with 1.5 flight hours per day*
- *Training to occur in AEC Aircraft*

Travel Expenses for Above Twenty (20) Pilots — 38,500

- *Includes Airfare **, Hotel, Car Rental (shared car) ** and Meal Per Diem of $ 56 Per Day/Per Student ***
- *Includes Baggage Fees ***
- *Airfare requires 21-day advance ticketing. ***
- *Requirements: Minimum of two (2) pilots per scheduled course ***

*** Applicable Training and Travel Expense for Training Notes:*

1. *Airfare requires 21-day advance ticketing. Prices quoted assumes Southwest Airlines.*
2. *Car rental does include additional insurance coverage.*
3. *Customer is responsible for any additional training and/or travel expenses related to training if the number of courses scheduled exceeds the specified numbers of groups with the minimum number of students.*
4. *Baggage Fees: $25.00 each way*
5. *Expenses reimbursed are not to exceed the values*

Subtotal, Year 2018 Recurrency Training with Travel — $155,200

Mechanic Airframe & Engine Maintenance Training:

One (1) Mechanics (All Maintenance Training to be conducted at AHI and TMUSA's Facilities in Grand Prairie, TX) — Standard

- *Students must attend regular scheduled classes*
- *Training course duration - Three (3) consecutive weeks*

Travel Expenses for Above One (1) Mechanic — 7,346

- *Includes Airfare **, Hotel, Car Rental (shared car) ** and Meal Per Diem of $ 56 Per Day/Per Student ***
- *Includes Baggage Fees ***
- *Airfare requires 21-day advance ticketing. ***

*** Applicable Training and Travel Expense for Training Notes:*

1. *Airfare requires 21-day advance ticketing. Prices quoted assumes Southwest Airlines.*
2. *Car rental does include additional insurance coverage.*
4. *Baggage Fees: $25.00 each way*
5. *Expenses reimbursed are not to exceed the values*

Subtotal, Maintenance Training with Travel — $7,346

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Progress Inspection Trip Travel

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AIRBUS HELICOPTERS

SAN ANTONIO POLICE DEPARTMENT
EC120B - PARAPUBLIC
PROGRESS INSPECTION TRIP / TRAVEL DETAILS

INSPECTION TRAVEL EXPENSES:

Progress Inspection Trip #1 - Grand Prairie, Texas (Day Trip) 2,992
- *Includes Hotel (1 night), Airfare **, Car Rental (shared car)** and Meal Per Diem of $ 56 Per Day/Per Representative ***
- *Airfare requires 21-day advance ticketing. ***
- *Requirements: Minimum of three (2) representatives per scheduled trip.*

Progress Inspection Trip #2 - Grand Prairie, Texas (Day Trip) 2,992
- *Includes Hotel (1 night), Airfare **, Car Rental (shared car)** and Meal Per Diem of $ 56 Per Day/Per Representative ***
- *Airfare requires 21-day advance ticketing. ***
- *Requirements: Minimum of three (2) representatives per scheduled trip.*

*** Applicable Travel Expense Notes :*
1. *Airfare requires 21-day advance ticketing.*
2. *Car rental does include additional insurance coverage.*
3. *Customer is responsible for any additional travel expenses related to inspection trips.*
4. *Expenses reimbursed are not to exceed the values*

Subtotal, Inspection Trip #1 & #2 **$5,984**