



**CITY OF SAN ANTONIO**  
**PURCHASING AND GENERAL SERVICES DEPARTMENT**

REQUEST FOR OFFER (“RFO”) NO.: 6100015694

**SAPD ANNUAL CONTRACT FOR PURCHASE OF SINGLE  
TURBINE ENGINE AIRBUS H125 HELICOPTERS**

Date Issued: DECEMBER 12, 2022

**BIDS MUST BE RECEIVED NO LATER THAN:  
10:00 A.M CENTRAL TIME, JANUARY 27, 2023**

Bids may be submitted by any of the following means:  
Electronic submission through the Portal

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 WEBEX Conference \* YES

**The Pre-Submittal conference will be held on December 21, 2022, at 1:00 P.M. via conference call. Respondents may call the toll-free number listed below and enter access code to participate the day of the conference.**

**Dial-In Number:** 1-415-655-0001

**Access Code:** 2452 341 6555

**Meeting Password:** COSA

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: 210-207-3922, email SBEDAdocs@sanantonio.gov

**002 - TABLE OF CONTENTS**

002- TABLE OF CONTENTS..... 2  
003- INSTRUCTIONS FOR BIDDERS ..... 3  
004- SPECIFICATIONS / SCOPE OF SERVICES ..... 9  
005- SUPPLEMENTAL TERMS & CONDITIONS..... 18  
006- GENERAL TERMS & CONDITIONS ..... 23  
007- SIGNATURE PAGE..... 29  
008- STANDARD DEFINITIONS ..... 30  
009- ATTACHMENTS..... 31

## 003 - INSTRUCTIONS FOR BIDDERS

### Submission of Offers.

Submission of Electronic Offers. Submit one offer electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any offer 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.

Offers sent to City by facsimile shall be rejected.

Modified Offers. Offers may be modified provided such modifications are received prior to the time and date set for submission of offers, and submitted in the same manner as original offers. For electronic offers, a modified offer will automatically replace a prior offer submission. See below for information on submitting Alternate Offers.

City shall not be responsible for lost or misdirected offers or modifications.

For electronic offers, Offeror's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

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

Certified Vendor Registration Form. If Offeror has not completed the City's Certified Vendor Registration (CVR) Form, Offeror is required to do so prior to the due date for submission of offers. The CVR form may be accessed at <http://www.sanantonio.gov/purchasing/>. Offerors 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 Offers. Alternate offers may be allowed at the sole discretion of City.

Electronic Alternate Offers Submitted Through the Portal. All alternate offers are recorded with original offers when submitted electronically.

Catalog Pricing. (This section applies to offers using catalog pricing unless this is a cooperative purchase.)

The offer 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.

Offerors shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which an offer is submitted. Offeror shall provide said catalog at the time of submission of its offer. 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 offers submitted electronically.

Offerors 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 the City Purchasing & General Services Department.

Specified items identified herein, if any, are for overall offer 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.

Offerors are prohibited from communicating with: 1) City officials as defined by §2-62 of the City Code of the City of San Antonio regarding the RFO or offers from the time the RFO has been released until the contract is posted for consideration as a City Council agenda item during a meeting designated as an "A" session; and 2) City employees from the time the RFO 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 RFO and/or offer submitted by Offeror. Violation of this provision by Offeror and/or its agent may lead to disqualification of the offer from consideration.

Exceptions to the restrictions on communication with City employees include:

Offerors may ask verbal questions concerning this RFO at the Pre-Submittal Conference.

Offerors may submit written questions, or objections to specifications, concerning this RFO to the Staff Contact Person listed on the Cover Page on or before 11 calendar days prior to the date offers are due. Questions received after the stated deadline will not be answered. Questions submitted and the City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

Offerors may provide responses to questions asked of them by the Staff Contact Person after responses are received. The Staff Contact Person may request clarification to assist in evaluating the Offeror's response. The information provided is not intended to change the offer response in any fashion. Such additional information must be provided within two business days from City's request.

Offerors 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 RFO after the 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. Barbara Patton, who may be reached via telephone at (210) 207-3592 or through e-mail at [Barbara.Patton@sanantonio.gov](mailto:Barbara.Patton@sanantonio.gov). Bidders and/or their agents may contact Ms. Trevino at any time prior to the due date for submission of bids. Contacting her or her office regarding this RFO 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. Offerors 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 City.

#### Changes to RFO.

Changes to this RFO made prior to the offer due date shall be made directly to the original RFO. Changes are captured by creating a replacement version each time the RFO is changed. It is Offeror's responsibility to check for new versions until the offer due date. City will assume that all offers received are based on the final version of the RFO as it exists on the day offers are due.

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

#### Preparation of Offers.

All information required by the RFO must be furnished or the offer may be deemed non-responsive and rejected. Any ambiguity in the offer as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of City. Correct Legal Name. If an Offeror is found to have incorrectly or incompletely stated the name of the entity that will provide goods and/or services, the offer may be rejected.

Line Item Offers. Any offer that is considered for award by each unit or line item, must include a price for each unit or line item for which Offeror wishes to be considered. All offers 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" offer in the

## Supplemental Terms & Conditions.

All or None Offers. Any offer 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” offer, a unit price left blank shall result in the offer being deemed nonresponsive and disqualified from consideration. An “All or None” offer is one in which City will award the entire contract to one offeror only.

Delivery Dates. Proposed delivery dates must be shown in the offer form where required and shall include weekends and holidays, unless specified otherwise in this RFO. Proposed delivery times must be specific. Phrases such as “as required”, “as soon as possible” or “prompt” may result in disqualification of the offer. 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. Offerors must not include such taxes in offer prices. An exemption certificate will be signed by City where applicable upon request by Offeror after contract award.

Samples, Demonstrations and Pre-award Testing. If requested by City, Offeror shall provide product samples, demonstrations, and/or testing of items offered 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 an offer. All samples (including return thereof), demonstrations, and/or testing shall be at Offeror’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.

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

Offerors 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 RFO. No plea of ignorance by Offeror will be accepted as a basis for varying the requirements of City or the compensation to Offeror.

Confidential or Proprietary Information. All offers become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Offeror 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 Offeror may not be considered confidential under Texas law, or pursuant to a Court order. Pricing may be tabulated and posted to City’s website, so shall not be considered proprietary or confidential.

Costs of Preparation. Offeror shall bear any and all costs that are associated with the preparation of the Offer, attendance at the Pre-Submittal conference, if any, or during any phase of the selection process.

### Rejection of Offers.

City may reject any and all offers, in whole or in part, cancel the RFO and reissue the solicitation. City may reject an offer if:

Offeror misstates or conceals any material fact in the offer; or

The offer does not strictly conform to law or the requirements of the offer;

The offer is conditional; or

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

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

Changes to Offer Form. Offers must be submitted on the forms furnished. Offers that change the format or content of City’s RFO may be rejected.

Withdrawal of Offers. Offers may be withdrawn prior to the due date. Offers submitted electronically may be withdrawn electronically.

Evaluation and Award of Contract.

City reserves the right to make an award on the basis of City's best interests. Award may also be made based on 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" offer in the Supplemental Terms & Conditions.

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

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 RFO, Offerors' facilities and equipment may be a determining factor in making the offer award. All Offerors may be subject to inspection of their facilities and equipment.

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.

Prohibited Financial Interest.

The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in §2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with City. 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:

- A City officer or employee; his or her spouse, sibling, parent, child, or other family member within the first degree of consanguinity or affinity;
- An entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10% or more of the voting stock or shares of the entity, or 10% or more of the fair market value of the entity; or
- An entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

By submitting a proposal, Respondent warrants and certifies, and a contract awarded pursuant to this RFO is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City.

Unfair Advancement of Private Interests.

Pricing and discounts contained in this contract are for use by City departments conducting City business. City employees may not use their positions to obtain special treatment or prices that are not available to the general public.

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

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

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

<https://ethics.state.tx.us/forms/conflict/>

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

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

When completed, the CIQ Form and the CIQ-A Form should be submitted together by mail to the Office of the City Clerk.  
Mail to:

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

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

## CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

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

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

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

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

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

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

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

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

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

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



## 004- SPECIFICATIONS / SCOPE OF SERVICES

### 4.1 BACKGROUND:

The City of San Antonio is soliciting bids for the purchase of 3 new single engine turbine Airbus H125 helicopters and training sessions annually during City Fiscal Years 2023, 2024, and 2026. The helicopters purchased shall each be Airbus latest model years 2023, 2024 and 2026 or newer in accordance with the specifications listed herein for the San Antonio Police Department ("SAPD"). The helicopter Airbus Helicopters, Inc. (AHI) configurations shall also be based on manufacturer's latest model year. The helicopters will be added to the current fleet of one Airbus H125 and three Airbus models EC120B. The purchase of each Airbus H125 will replace one Airbus EC120B in the fleet. Bids of the same model will be considered. The Helicopter is a multipurpose aircraft that will be utilized by the SAPD Helicopter Patrol Unit and will be operated in urban environments providing air support to uniformed, field and covert police units as well as search and rescue operations, firefighting capabilities, and SWAT insertions.

### 4.2 GENERAL REQUIREMENTS:

4.2.1 Vendor shall be experienced in the configuration of Public Health and Safety helicopters for law enforcement. Vendor shall provide a Single Engine Turbine Helicopter, Airbus H125 with a minimum of 3 rotor blades and 6 seats with standard equipment. Equipment shall be a brand new, per manufacturer's latest design, a standard production model and manufactured within 6 months of delivery to City. All parts and components shall be installed new and unused. Vendor shall service the helicopter in accordance with the manufacturer's recommended pre-delivery checklist. The helicopter must be ready for operation upon delivery and shall include all manufacturer's standard equipment unless otherwise specified herein and as follows.

- A. The respondent shall have the capability to handle the volume and capacity of required maintenance, specifically major airframe and structural modifications, the integration and repair of avionics and mission suite components.
- B. The respondent's repair station shall employ a minimum of 15 FAA Airframe and Powerplant (A&P) license holders and have at least two FAA Inspection Authorization (IA) certificate holders on staff.
- C. The respondent's repair station A&Ps and IAs must have received training on maintenance procedures from the manufacturer, Eurocopter / AIRBUS Helicopters, on the AS350/Airbus H125 series.
- D. The respondent's repairs and service shall comply with all current component manufacturer STC (Supplemental Type Certificates), FAA regulations and Airbus Maintenance Manuals.
- E. The Respondent's repair station shall have a climate controlled paint booth facility with full paint mixing and graphics capability.
- F. The Respondent shall have completed at minimum of at least three full turnkey law enforcement helicopter AIRBUS AS350/H-125 completions in the last five years, to include hoist provisions integration. Documentation must be submitted with proposal response. Documentation must be in the form of work orders and a list of references
- G. The respondent must be an AIRBUS/Eurocopter Service center or AIRBUS/ Eurocopter Fleet Operator.
- H. The respondent's facility shall be located within 300 NM straight line distance from the City of San Antonio
- I. The respondent shall be able to complete this project within 110 working days or less.

4.2.2 Quantity and Model: This RFO is for one new, current year model, Single Engine Turbine Helicopter, Airbus H125 of the type currently in production at the time of bid award.

4.2.2.1 Additional requirements include: Progress Inspections, Standard Pilot Training Classes, Recurrency Flight Training, and Mechanic Training, Travel (on a reimbursement basis), and Warranty as specified herein.

4.2.3 Vendor offer shall include and provide the latest manufactured model and all upgrades that are available at the time of delivery at no additional charge.

4.2.4 Prices quoted are FOB Destination, San Antonio Police Department Hangar at 1233 99<sup>th</sup> Street, San Antonio,

Texas, 78234 either via an acceptance flight and return flight to San Antonio, Stinson Airport, by two San Antonio Police Department Helicopter Detail members or freight truck as determined by the San Antonio Police Helicopter Detail.

- 4.2.5 Delivery - All deliveries will be coordinated with San Antonio Police Department Helicopter Detail Supervisor.
- 4.2.6 Delivery must occur within 6 months after City's issuance of a Purchase Order. City will take early delivery. The completion facility must be located within 300 NM straight line distance from the City of San Antonio
- 4.2.7 All Bidders shall submit in offer a copy of 004 Specifications/Scope of Work, Section 4.3 Product Specifications Per Helicopter, on pages 11-14 herein. The Vendor shall indicate on each item specification number whether they are in Compliance, equal quality or other for each specification requirement. The vendor should clearly write Compliant, Equal quality, or Other. Any elaboration needed by vendor for the item specification should be included in this area as well. "Other" is only acceptable if it exceeds these specifications.
- 4.2.8 **PRESUBMITTAL CONFERENCE:** A pre-bid WEBEX conference will be held on December 21, 2022 at 1:00 P.M. Central Time. DIAL IN INFORMATION: 1-415-655-0001, ACCESS CODE: 2452 341 6555
- 4.2.9.1 **QUESTIONS:** Final Questions must be emailed to the Procurement Specialist Angela.Alonso-Smith@sanantonio.gov by January 6, 2023 by 4:00 p.m. Central Time. Responses will be provided in an Addendum and posted in SAEPS.
- 4.2.9 Modifications. The model helicopter offered for purchase must incorporate all modifications currently in effect for current production of that model at the time of bid response. The estimated cost(s) for Vendor to accomplish any anticipated modifications must be itemized on the bid and included in the total price bid for the helicopter.
- 4.2.10 Certification. The helicopter must have a standard airworthiness certificate issued by the Federal Aviation Administration (FAA) at the time of Vendor's bid. All installed equipment and accessories must have FAA approval, and have no negative impact on the standard airworthiness certificate. All equipment and accessories specified must be installed to meet SAPD's mission specifications and shall be FAA approved by an Supplemental Type Certificate ("STC"), or under an FAA "337" field approval.
- 4.2.11 Airworthiness Directives. Helicopters must meet all current airworthiness directives at the time of delivery. Any anticipated airworthiness directives must be listed on the bid, along with estimated costs associated with their compliance.
- 4.2.12 Paint & Graphic Design: All exterior painted airframe parts shall be covered with high quality polyurethane paint in a minimum three-color paint scheme and include the SAPD custom graphic design per Attachment F herein.
- 4.2.13 Empty Weight and Useful Load (Internal and External). All bids shall include the helicopter's estimated empty weight and the estimated internal and external useful loads based on the installation of all equipment as specified herein. Helicopter must have a minimum of 2100 lbs. of external useful load and 1300 internal useful load.
- 4.2.14 Basic Aircraft. Any equipment, capabilities, or provisions provided on a basic equipped aircraft of the make and model offered by the bidder shall be included on the aircraft per manufacturer's latest model in production. The equipment, provisions and capabilities specified herein are the minimum requirements.
- 4.2.15 Warranty. The helicopter and all optional equipment manufactured by the helicopter manufacturer shall be covered by a warranty until the unit reaches at least 3 years/2500 hours on the airframe and 3 years/2500 hours on the engine, whichever occurs first, after acceptance. The warranty period shall commence on the date and time the SAPD accepts the completed aircraft. The acceptance shall be in writing, dated and signed by the SAPD Helicopter Detail Supervisor or Traffic Captain, and shall identify the helicopter being accepted. The warranty shall cover labor, transportation, materials, parts and equipment, including repair or replacement for defective parts or faulty installation. The Vendor shall include a copy of the helicopter's warranty in their bid submission.
- 4.2.16 Progress Inspections. The City reserves the right to conduct 2 scheduled plant inspections and 1 acceptance and delivery inspection by three to four members of the San Antonio Police Helicopter Detail to inspect the aircraft at Shreveport, LA.
  - 4.2.16.1 **FIRST INSPECTION** - Shall be a PDR (Preliminary Design Review) and will occur after contract award and before beginning the helicopter configuration.
  - 4.2.16.2 **SECOND INSPECTION** - Progress Inspection shall occur when the unit reaches 1/2 completion.

4.2.16.3 **THIRD INSPECTION** - Acceptance and Delivery shall occur when the helicopter is complete and ready for delivery.

The first two inspections will consist of 2 nights stay, unless problems dictate longer visits and third inspection will consist of 3 nights stay. All travel expenses defined in Section 4.6 Reimbursable Travel Expenses will be paid/reimbursed by vendor. Transportation shall be by air if the location is greater than 150 miles from San Antonio. During acceptance and delivery, Airfare will not apply for the two (2) City mechanics. City mechanics will drive the City truck to the acceptance location to transport tools, ground handling equipment, spares, cases, manuals, and documents back to San Antonio.

### **4.3 PRODUCT SPECIFICATIONS PER HELICOPTER:**

All equipment and accessories shall be FAA certified and approved for flight. All quantities within Section 4.3 are 1 each unless specified otherwise in parenthesis prior to specification description. See Attachment I -Helicopter AH Configuration for years 2023, 2024, and 2026.

#### **4.3.1 AIRFRAME**

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

4.3.1.1 **AIRFRAME EXTERIOR** - Three color exterior in SAPD paint scheme. (TBD by City upon award) See Attachment F – SAPD Helicopter Custom Graphic herein.

#### **4.3.2 STANDARD BASIC AIRCRAFT**

- 4.3.2.1 LH Sliding Door w/Reduced Hi-Vis Door
- 4.3.2.2 Cabin Heating/Demisting Circuit
- 4.3.2.3 High Skid Landing Gear
- 4.3.2.4 Long Boarding Steps
- 4.3.2.5 Night Vision Goggle (NVG) , Vehicle Engine Monitor Device (VEMD) operations
- 4.3.2.6 200 Amp Auxelic Starter Generator
- 4.3.2.7 LED Fin Anti-collision Light
- 4.3.2.8 Vision 1000 Flight Data Monitoring System
- 4.3.2.9 Enhanced Thermal Protection on Rear Transmission
- 4.3.2.10 Right Hand Rear Sliding Door
- 4.3.2.11 Step – Cowling Maintenance – LH/RH
- 4.3.2.12 Pulsed Landing and Taxi Light
- 4.3.2.13 Hi-vis Main Rotor Blades One or Two Color – in Customer selected scheme and color
- 4.3.2.14 Exterior: Choice of up to three (3) colors
- 4.3.2.15 Interior: Factory covered seat cushions with protective vinyl flooring or coordinating utility carpet.
- 4.3.2.16 Rotor Brake
- 4.3.2.17 Wire Strike Protection System – EC – Fixed Provisions
- 4.3.2.18 Energy-Attenuating Seats – Pilot & Copilot
- 4.3.2.19 Kit to Increase Gross Weight to 2,370 KG (5,225 LB) - (Dual Hydraulic)
- 4.3.2.20 Dual Hydraulics
- 4.3.2.21 LED Position Lights – RH/LH
- 4.3.2.22 Rupture/crash Resistant Fuel Cell
- 4.3.2.23 Aft Baggage Door Mod
- 4.3.2.24 RG350 Battery, Concord Lead Acid
- 4.3.2.25 Air Conditioner / Eyeball Outlet /NVG Compatible / RSG
- 4.3.2.26 Tail Rotor Guard, Removable Parts
- 4.3.2.27 Fixed Provisions for Track and Balancing equipment on the center console panel for a Chadwick 8500c

### 4.3.3 STANDARD AVIONICS

- 4.3.3.1 COM/NAV/GPS Garmin/ GTN650Xi
- 4.3.3.2 NAV/COM Garmin / GNC255A
- 4.3.3.3 Electronic Flight Display System, G500 TXi, Garmin (to include Synthetic Vision Option and Chart view Option Enabled Card)
- 4.3.3.4 Trilogy Electronic Standby Instrument, ESI-20000, L3
- 4.3.3.5 Digital Clock - Chronometer, Davtron M850
- 4.3.3.6 ELT, 406AP-H Integra Extended Range, Kannad
- 4.3.3.7 Wireless Airborne Communication System (MINI-WACS)
- 4.3.3.8 Loose Equipment - Audio GMA350H Garmin
- 4.3.3.9 Transponder / GTX 345R // with ADSB in & out GARMIN

### 4.3.4 ADDITIONAL AIRFRAME EQUIPMENT

- 4.3.4.1 Engine – facet oil filter – purolator facet
- 4.3.4.2 Barrier filter – B3, standard pedestal dual HYD – FDC
- 4.3.4.3 Battery relocation – RG390E lead acid – to tail boom – (large door) – ECL
- 4.3.4.4 Collective barrier – aft pedestal – non ems ( excludes customization) – AH
- 4.3.4.5 Door – LH FWD tour – short – clear (door only) – AHCA
- 4.3.4.6 Door – RH FWD tour – short – clear (door only) – AHCA
- 4.3.4.7 Dual controls with twist grip – Removable L/H B3E only – ECF
- 4.3.4.8 Engine wash kit with bottle B2/B3 – AHI
- 4.3.4.9 Heavy duty cargo tie down rings – AHI
- 4.3.4.10 Hydraulic ground power receptacle kit – ECF
- 4.3.4.11 Instrument full width panel – (excludes customization) – AHI
- 4.3.4.12 Light – belly mounted strobe led, red/ – AHI/Whelen
- 4.3.4.13 Light – controllable landing – 450W / B3 – AHI
- 4.3.4.14 Light – overhead/ map – pilot & copilot – AHI
- 4.3.4.15 Radar altimeter – Garmin GRA5500, displayed on G500H, with S67-2002 antenna
- 4.3.4.16 Skid shoes – Heavy Duty carbide full length wear plate- Dart (D350-1023-011)
- 4.3.4.17 Cable cutter without wiper deflector, removable parts – AHF
- 4.3.4.18 Track and balance provisions for Chadwick
- 4.3.4.19 EFIS – flight display – G500H video display option
- 4.3.4.20 Exterior Paint – additional charge for painted eagle logo
- 4.3.4.21 Air Condition B3 RSG side mounted option
- 4.3.4.22 Exterior: Choice of up to three colors

### 4.3.5 MISSION EQUIPMENT

- 4.3.5.1 Bambi bucket model #1821 electrical provisions
- 4.3.5.2 Cargo mirror - double - RH (350-200264-03) – ECL
- 4.3.5.3 Cargo swing - 3,086LB hydraulic release - Complete with load cell / B3 – onboard
- 4.3.5.4 Hoist electrical 500 LBS, fixed parts / GOODRICH STC[SR01954LA
- 4.3.5.5 **2027 AIRCRAFT Only** - Hoist electrical 500 LBS, removable parts / GOODRICH STC[SR01954LA
- 4.3.5.6 Mount, down post utility - meeker - (Flir, Wescam, & TLX / 5) STC [SR01784LA
- 4.3.5.7 Mount, down post utility - meeker - (Downlink Antenna) STC [SR01784LA]
- 4.3.5.8 Full cyclic control - relay box (incl. cyclic 4-way, focus control, on/off)
- 4.3.5.9 Lojack mount – Customer Furnished Equipment (CFE)
- 4.3.5.10 PA AEM Speaker System - 600 watt (LS 600 speakers & LSA400-001 amp & LSC22-001N) – AHI

### 4.3.6 ADDITIONAL AVIONICS

- 4.3.6.1 Audio panel / G13115 / Geneva, (2) EA
- 4.3.6.2 Audio panel / G13116 / Geneva
- 4.3.6.3 Audio router / G13000 / Geneva
- 4.3.6.4 Footswitch / L-2-S / line master
- 4.3.6.5 4 Station rear ICS / - / AHI

- 4.3.6.6 4 Band FM transceiver / TDFM-9300 / Technisonic
- 4.3.6.7 Rear Xmit switch / RS12-020/ NAT
- 4.3.6.8 FM VHF antenna / CI 292-3 / Comant
- 4.3.6.9 UHF LO antenna / CI 275 / Comant
- 4.3.6.10 UHF HI antenna / CI 285 / Comant
- 4.3.6.11 800MHZ antenna / CI 306 / Comant
- 4.3.6.12 Transceiver, 800 MHZ / XL series/Harris – Customer Furnished Equipment (CFE)
- 4.3.6.13 28-14VDC Converter / UC28-14 / KGS
- 4.3.6.14 Aux handheld interface / AA34-300 / NAT
- 4.3.6.15 Headset jack / TJ-120 / Nexus, (2) EA foot steps
- 4.3.6.16 Coil Cord/CIX414HK3-6P/Comm Innovations, (9) EA
- 4.3.6.17 Maintenance coil cord / CIX211L/50-74M / Comm Innovations, (2) EA
- 4.3.6.18 SAR direction finder / RT-600 L / Rhotheta
- 4.3.6.19 Monitor, 17”, NVG, MOUNTED IN FULL PANEL / MB18W / MACRO BLUE
- 4.3.6.20 Moving map / ARS-700C / Churchill Navigation
- 4.3.6.21 Router Outer W/External Antenna - SIMM CARD - CFE
- 4.3.6.22 Lojack on off / LED-42-15-ND-39609 / Aerospace Optics
- 4.3.6.23 Lojack antennae / EXB164BNX / Centurion, (4) EA
- 4.3.6.24 Dual USB charging port / TA102 / Mid-Continent, (4) EA
- 4.3.6.25 Key loader cable for TDFM9000 / KVL9000 / Technisonic
- 4.3.6.26 PC cable for TDFM9000 / PC9000 / Technisonic
- 4.3.6.27 G500TXi Video enabled card
- 4.3.6.28 Bullet camera / D1-CAM-E600 / Data Toys
- 4.3.6.29 Annunicator “NSUN ON” / LED-40-17-KB-EO3FB / Applied Avionics
- 4.3.6.30 TAC RADIO RELAY / MOR-4RT5A-28DC / AHI
- 4.3.6.31 TAC Radio Inhibit Switch/LED-42-14-ND-EOHHJ/Applied Avionics
- 4.3.6.32 Aerodunamix Cockpit NVG STC
- 4.3.6.33 Radar Altimeter-Garmin GRA 5500, displayed on G500TXi, W/ S67-2002 ANT
- 4.3.6.34 Engineering & System Integration
- 4.3.6.35 Provisions for DVR - 12V PWR, Audio & Video
- 4.3.6.36 Avionics Shelf- LH Baggage
- 4.3.6.37 ADSB-Unlock Enablement NVG
- 4.3.6.38 Enablement Card
- 4.3.6.39 HTAWS Enablement
- 4.3.6.40 Radar Altimeter-Enablement Card
- 4.3.6.41 Belly FLIR Disconnect.

#### **4.3.7 STANDARD FACTORY INSTALLED OPTIONS (Included)**

- 4.3.7.1 Enhanced thermal protection on rear transmission
- 4.3.7.2 Right hand rear sliding door
- 4.3.7.3 200 AMP Auxelic starter generator

#### **4.3.8 STANDARD AHI INSTALLED OPTIONS (Included)**

- 4.3.8.1 RG350 battery, concord lead acid
- 4.3.8.2 Backup standby attitude display / efd-750 / I3
- 4.3.8.3 Dual USB / ta202 / mid-continent
- 4.3.8.4 Collective activated hour meter
- 4.3.8.5 Laminator taxi and pulse landing light
- 4.3.8.6 Step - cowling maintenance - lh/rh
- 4.3.9.7 Tail rotor guard, removable parts

#### **4.3.9 STANDARD AHI OPTIONS (Included)**

- 4.3.9.1 HI-VIS Main rotor blade, one- or two-color scheme A or B
- 4.3.9.2 Interior Flooring

### **4.4 CNC TECHNOLOGIES H125 AIRBORNE SYSTEM**

- 4.4.1 TLX Searchlight



- 4.4.2 Power conditioning interface unit MKIII (PCIU)
- 4.4.3 Control interface unit - (flight control interface)
- 4.4.4 Grip hand controller assembly
- 4.4.5 Standard cables MKIII option
- 4.4.6 Spectral filters for filter wheel
- 4.4.7 NM filter
- 4.4.8 Visible near red filter
- 4.4.9 Amber filter
- 4.4.10 IRU grip controller mounting bracket
- 4.4.11 Pelican cases (searchlight, PCIU, cables)
- 4.4.12 Training and support
- 4.4.13 Troll Airborne 6.5GHZ Downlink System
- 4.4.14 Troll link box transmitter system
- 4.4.15 Troll High Performance Skylink Mini ii Direction Antenna with internal INS
- 4.4.16 Installation connector kit
- 4.4.17 GPS Antenna & cable for antenna pod
- 4.4.18 Skylink Controller,NVG-C100
- 4.4.19 (3) Each- Dovetail, Lower Male DT-1 meeker WESCAM. TLX Downlink Antenna
- 4.4.20 (3) Each- Dovetail, Upper Male DT-11 meeker WESCAM, TLX Downlink Antenna
- 4.4.21 1 Each -Wescam MX10 - SD thermal & HD daylight imagers, gimbal with/ IMU, hand controller unit
- 4.4.22 2 Each -Wescam MX10- Electro optic narrow day TV camera
- 4.4.23 2 Each -Wescam MX10 - Lowlight continuous zoom TV
- 4.4.24 2 Each -Wescam MX10 - Geo package data with built-in GPS
- 4.4.25 2 Each -Wescam MX10 - Image-Fusion-10 Image Fusion Fuse IR and EO Imagery
- 4.4.26 1 Each -Wescam MX10 - Remote control subsystem interface
- 4.4.27 2 Each -Wescam MX10 – Connector cable kit
- 4.4.28 Wescam Training shall be at no cost

#### 4.5. TRADE-IN CREDIT

4.5.1 City seeks offers for the purchase of its current Airbus EC-120B helicopter (the “Trade-in Equipment”). Interested buyers should inspect the Trade-in Equipment prior to making an offer for purchase. Inspections may be arranged by contacting Procurement Specialist III, Angela Alonso-Smith, Email: [Angela.alonso-smith@sanantonio.gov](mailto:Angela.alonso-smith@sanantonio.gov). Specific hours and component times will be provided upon request to the Angela Alonso-Smith.

#### 4.5.2 HELICOPTERS OFFERED FOR TRADE-IN FOR YEAR 2023-2024-2026:

##### 2023 - TRADE-IN DESCRIPTION

2013 Airbus Helicopter (formerly Eurocopter)

- Model: EC120B
- S/N: 1683
- Registration: N573AG
- Total Time: 7413.6 hours (as of October 24, 2022 and subject to change due to ongoing use)

##### 2024 - TRADE-IN DESCRIPTION

2013 Airbus Helicopter (formerly Eurocopter)

- Model: EC120B
- S/N: 1686
- Registration: N820PM
- Total Time: 6167.3 hours (as of October 31, 2022 and subject to change due to ongoing use)

##### 2026 - TRADE-IN DESCRIPTION

2015 Airbus Helicopter (formerly Eurocopter)

- Model: EC120B
- S/N: 1688
- Registration: N520DT
- Total Time: 4199.8 hours (as of October 31, 2022 and subject to change due to ongoing use)

- 4.5.3 The City of San Antonio reserves the right to retain any trade-in unit and accept equipment offered by the dealer based on price quotations for the new equipment only, without consideration for trade-in values offered, or to use a combination of quoted new equipment price less trade-in offers, whichever is most advantageous to the City. Bids for outright purchase of trade-in equipment will be considered.
- 4.5.4 **TRADE-IN PERFORMANCE BOND-** A successful bidder for outright purchase of the trade-in unit will be required to provide a performance bond, cashier's check or certified check in the amount of 100% of the total trade-in value awarded to the bidder. This will be required within ten (10) days of notification. Bond, cashier's check or certified check will not be returned until the trade-in unit has been accepted and paid for by the successful bidder.
- 4.5.5 Trade-in unit will become available only as new unit included in this bid has been in service for a minimum of eight (8) workdays. In no circumstances shall Trade-in Equipment be removed if to do so would leave City without fully operational replacement Equipment. Buyer of Trade-in Equipment shall be required to remove Trade-in Equipment at Buyer's own expense. Trade-in unit will be operational, but turned over to the successful bidder in an "as is" condition.
- 4.5.6 **EQUIPMENT IS BEING SOLD AS-IS WITHOUT WARRANTY OF ANY KIND AND CITY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE CITY OR ITS EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF CITY'S OBLIGATIONS HEREUNDER, AND BIDDER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.**
- 4.5.7 In the event a trade in unit becomes damaged by accident or neglect, the City reserves the right to retain the trade in or perform necessary repairs. Bidders will be required to pick up trade-in unit within seven (7) days of notification. Buyer shall coordinate the removal with City.

**4.6 REIMBURSABLE TRAVEL EXPENSES**

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

Reimbursable expenses for Travel shall include: Airfare 14-21-day advance ticketing, baggage fees paid each way, hotel, car rentals (shared mid-size), insurance included, and meals per diem (per current applicable GSA rate for local economy ) / per day / per attendee or student.

**4.6.1 PROGRESS INSPECTIONS TRAVEL EXPENSES**

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

Reimbursable Travel Expenses	SAPD # of Representatives	Roundtrip Airfare	Hotel Per Representative	*Car Rental + Meal Per Diem + Incidental Expenses	Baggage Fee Included
Progress Inspection Trip # 1 to Vendor	3	3	3	2 Cars	1 checked bag per person
Progress Inspection Trip # 2 to Vendor	3	3	3	2 Cars	1 checked bag per person
Progress Inspection & Delivery Trip #3 to Vendor	7	7	3	3 Cars	1 checked bag per person

\* Rental car includes additional insurance coverage: Damage Waiver, Loss Damage Waiver, Personal Accident Insurance, Supplemental Liability Insurance.

- Paid travel expenses for a minimum of three (3) representatives for Preliminary Design Review PDR and inspections for 2-night stays, or longer if needed. Acceptance and delivery inspection shall be reimbursed for four (4) representatives for 3 nights stay.
- Hotel 2-3 nights as needed, airfare requires 14 to 21 day advance ticketing, car rental (shared), meal per diem,

per current applicable GSA rates for the local economy/per day/per representative, and shall include baggage fees each way.

- Airfare for Acceptance – Airfare will not apply for the two (2) City mechanics. Mechanics will drive the City truck to acceptance location in order to take tools and bring back equipment per Section 4.2.16.
- Aircraft Inspections must be located 300 NM miles straight line to City of San Antonio, Texas.

**4.7 TRAINING PER AIRCRAFT**

Vendor shall provide initial H125 Pilot Transition training, Mechanic Training, and Recurrency Flight Training for the purchased helicopter described in this RFO. All associated travel expenses herein shall be reimbursed by vendor. Vendor must provide training course duration, training costs and associated travel expenses in Attachment C – Price Schedule.

**4.7.1 INITIAL H125 PILOT & TRAVEL**

Initial Transition H125 pilot flight training shall be included with each aircraft purchase for 2 pilots. All training shall be conducted at vendor’s facility.

<b>Reimbursable Pilot and Mechanic Training Travel Expenses for each Helicopter Purchase 2024-2026-2028</b>	<b>SAPD # of Students</b>	<b>Roundtrip Airfare</b>	<b>Hotel Per Student</b>	<b>*Car Rental + Meal Per Diem + Incidental Expenses</b>	<b>Baggage Fee Included</b>
Initial H125 Pilot Transition course ( 5 days)	2	2	2	2 Cars	1 checked bag per person
Mechanic Training - <i>At no added cost included in helicopter price</i>	1	1	1	1	1 checked bag per person
Additional Mechanic Training	2	2	2	1	1 checked bag per person
Recurrency Flight Training (3 days, 1-12 months after delivery)	20	20	20	10	1 checked bag per person
2 <sup>nd</sup> Recurrency Flight Training (3 days, within 12 months after the first recurrency flight training )	20	20	20	10	1 checked bag per person

\* Rental car includes additional insurance coverage: Damage Waiver, Loss Damage Waiver, Personal Accident Insurance, Supplemental Liability Insurance.

**REIMBURSABLE TRAVEL EXPENSES BY VENDOR- expenses for two (2) pilots with each aircraft purchase shall include:** Airfare 14-21-day advance ticketing, baggage fees paid each way, hotel, car rental (shared mid-size) and meals per diem (per current applicable GSA rates for local economy) / per day / per student.

4.7.2 Initial H125 Transition Course - Provided with Helicopter Purchase. The Initial Flight Training courses shall occur 3 months prior to delivery of helicopter or immediately after delivery of the helicopter for 2 students. The course must be designed to familiarize rated helicopter pilot with the operation of the helicopter. The five-day course will introduce the pilots to all the associated company publications as well as a detailed explanation of all the aircraft systems and daily/preflight/post flight inspection procedures. The course will consist of the minimum 18 hours of ground school and exam demonstrating the basic knowledge of the aircraft. The flight operations training shall be no less than 3 hours of flight time to include normal operations and emergency procedures, heavy weight performance, and emergency procedure auto-rotations to the ground. All flight training shall be conducted in the manufacturer’s aircraft at the bidder’s location.

4.7.3 MECHANIC TRAINING – Vendor shall provide mechanic training with each Helicopter Purchase at no additional cost. Vendor shall provide mechanics airframe and engine maintenance training courses for 1 student, to include the aircraft’s power plant, occurring at one time at the bidder’s location. Training shall be conducted at vendor’s facility. All travel expenses shall be reimbursable for student per Section 4.6 herein.

4.7.4 ADDITIONAL MECHANIC TRAINING - Vendor shall provide mechanics airframe and engine maintenance training



courses for 2 students, to include the aircraft's power plant, occurring at one time at the bidder's location. Training shall be conducted at vendor's facility.

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

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

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

#### 4.8 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 RFO. The certificate must be provided prior to the demonstration.

#### 4.9 EVALUATION

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

##### 4.9.1 PRICE

The price offered in Attached C- Price Schedule shall remain firm up to delivery for each aircraft delivered in 2023 and/or 2024.

##### 4.9.2 PRICE ESCALATION

For aircraft delivered in 2025 and/or subsequent years, the Parties agree that the prices may be escalated at a rate up to six percent (6%) annually. Pricing for 2025 and subsequent years may be subject to a price revision, other than the defined six percent (6%) annually, under the conditions as described herein. In the event market escalation, as reported by the Bureau of Labor Statistics (BLS) Indices defined below, deviates from the prior year, as reported at the end of each calendar year, by more than two percentage points higher or lower (+/- 2%) either Party has the right to request a review and potential adjustment to such prices. Any resulting price adjustments shall be agreed to in writing between the Parties prior to starting the helicopter build schedule. See Section 005 - Supplemental Terms and Conditions, Producer Price Index (PPI) & (ECI) Price Adjustment Clause

## 005- SUPPLEMENTAL TERMS & CONDITIONS

### Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract. This contract shall begin upon the date specified in the award letter, if it does not exceed \$50,000. The contract shall terminate on May 31, 2024.

### Renewals.

At City's option, this Contract may be renewed under the same terms and conditions for four (4) additional (1) year period(s). Renewals shall be in writing and signed by Director, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding, therefore.

### Temporary Short-Term Extensions.

City shall have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month-to-month basis, not to exceed three months. Said month to month extensions shall be in writing, signed by Director, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

### 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 RFO, unless otherwise specified in the Specifications/Scope of Services section of this RFO. 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.**

### Internal / External Catalog.

San Antonio e-Procurement. The City is using an "e-Procurement" system (SAePS) based on SAP's Supplier Relationship Management (SRM) software. SAePS is a secure, web browser-based system that gives City employees the ability to shop for items from online catalogs and brings the items back automatically into SAePS. Online catalogs include both a SAePS internal catalog and externally hosted catalogs on supplier websites.

SAePS Electronic Catalog Options. Vendor shall furnish an electronic catalog that contains only the items awarded by City and displays pricing bid under this contract. Vendor may choose either Option 1 or Option 2 below as the method for furnishing the catalog.

Option 1. Vendor shall host an online catalog (Punch Out Catalog) with Open Catalog Interface (OCI) compliant integration to the SAePS system. This Punch Out Catalog shall have e-commerce functions, including, but not limited to, cataloging, searching and shopping cart functionality. Integration includes linking to the online catalog from SAePS, shopping, and electronically returning the data back to SAePS.

Option 2. Internal Catalog. Vendor shall provide a list of products and services awarded under this contract for uploading into the COSA e-Procurement system in an electronic format as specified by City. The electronic submission may be through email, unless it exceeds City's maximum allowable file size limit. In such case, Vendor shall provide the submission on a CD or other means approved by City.

Paper Catalog. If a Punch Out Catalog is not available and Vendor elects to provide an Internal Catalog, City, at its sole option, may require Vendor to provide its Internal Catalog in paper form in addition to the electronic form.

Catalog Content. All catalogs, regardless of the form in which they are provided, must include these elements, at a minimum.

- Your part number
- Short and long descriptions
- Units of measure
- Pricing, contract pricing, tiered pricing
- Classification of parts
- Manufacturer and Manufacturer part number
- Keywords, tags

Time to Provide Catalog. Catalogs required under this provision must be provided within 10 business days of request by City, and no later than 5 business days from the date of contract award.

Catalog Updates.

If this contract allows for increases in price, Vendor must provide timely updates to the City. For Punch Out catalogs, Vendor must update pricing on their website and provide City a notification and detailed explanation of the price updates. For Internal Catalogs, Vendor must provide an updated pricing file with details of the pricing updates. If paper catalogs have been requested, updated paper catalogs must be provided concurrently with Internal Catalog files, or as soon thereafter as printed catalogs become available.

Producer Price Index (PPI) and (ECI) Price Adjustment Clause.

Price Adjustments. The prices shown on the Price Schedule may be increased or decreased as follows:

Base Period for Price Adjustment. The base selling price is the price shown on the original Price Schedule submitted by Vendor with its original bid. The effective month and year of the base selling price (known as the "base period") shall be the effective date of the month and year in which this contract is awarded.

Date for Price Adjustment. Prices may be adjusted annually (the "Price Adjustment Date").

Version of Data for Price Adjustment. Calculations of price adjustments shall use the latest version of the PPI data published as of the Price Adjustment Date.

PPI Index for Price Adjustment. The U.S. Department of Labor, Bureau of Labor Statistics ("BLS") Producers Price Index

- i. BLS Index ECIPCAIRNS.A.FOS corresponds to United States, Employment Cost Index, Compensation, Private, and Aircraft Manufacturing. This labor index will be applicable to 70% of the price of the helicopter and training.
- ii. BLS Index PPI3364.A.FOS corresponds to United States, Producer Price Index, Aerospace Product and Parts. This material index will be applicable to 30% of the price of the helicopter.

The Parties shall use these indexes BLS index ECIPCAIRNS and . BLS Index PPI3364 to calculate changes in price. If this index is discontinued, the Parties shall use the next, higher level series of this index that is available. If no higher level series of said index is available, the Parties shall negotiate a successor index. If the BLS changes the title of this index or recodes the index, it is considered the same series and requires no change by the Parties.

Official Source of Data for Price Adjustment. The parties shall use the PPI Detailed Report as the source of data for the index.

Method of Calculation for Price Adjustment. To calculate the price adjustment, the following formula shall be used.

Divide the current index value (the value as of the date stated for the price adjustment) by the index value for the base period. The resulting number is the percentage change in the index value between the current period and the base period (the "percentage change in index value").

Multiply the base price by the percentage change in index value. The sum equals the adjusted price.

Example: (The numbers shown below are for illustration purposes only.)

Current index value at time of calculation	115.5
Divided by index for base period	110.0
Equals	1.050

Base price	\$1,000.00
Multiplied by the percentage change in index value	1.050
Equals adjusted price	\$1,050.00

The same procedure shall be followed for each adjustment authorized herein, using the current index at the time the adjustment is made and the original base period.

Written Requests for Price Adjustments. Price adjustments are not automatic. Vendor must submit a written request for a price adjustment to the Finance Department. Requests must be received by the Finance Department at least 60 days' prior to the date the price adjustment is to take effect. If City does not wish to accept the price adjustment, City may terminate the contract for convenience.

City may initiate a price adjustment in the event of falling prices. City shall notify Vendor at least 60 days' prior to the date the price adjustment is to take effect.

Insurance.

No later than 30 days before the scheduled event, CONTRACTOR must provide a completed Certificate(s) of Insurance to CITY'S San Antonio Police Department. The certificate must be:

- clearly labeled with the legal name of the event in the Description of Operations block;
- completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf ( CITY will not accept Memorandum of Insurance or Binders as proof of insurance);
- properly endorsed and have the agent's signature, and phone number,

Certificates may be mailed or sent via email, directly from the insurer's authorized representative. CITY shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by CITY'S San Antonio Police Department. No officer or employee, other than CITY'S Risk Manager, shall have authority to waive this requirement.

If the City does not receive copies of insurance endorsement, then by executing this Agreement, CONTRACTOR certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for the Event.

The City's Risk Manager reserves the right to modify the insurance coverages, their limits, and deductibles prior to the scheduled event or during the effective period of this Agreement based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure. CONTRACTOR shall obtain and maintain in full force and effect for the duration of this Agreement, at CONTRACTOR'S sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted 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. If the CONTRACTOR claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

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

5. Professional Liability (Claims-made Coverage)	\$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service.
*5. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.
*If Applicable	.

CONTRACTOR must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of CONTRACTOR and provide a certificate of insurance and endorsement that names CONTRACTOR and CITY as additional insureds. Respondent shall provide CITY with subcontractor certificates and endorsements before the subcontractor starts work.

If a loss results in litigation, then the CITY is entitled, upon request and without expense to the City, to receive copies of the policies, declaration page and all endorsements. CONTRACTOR must comply with such requests within 10 days by submitting the requested insurance documents to the CITY at the following address:

City of San Antonio Attn:  
Police Department  
P.O. Box 839966  
San Antonio, Texas 78283-3966

CONTRACTOR's insurance policies must contain or be endorsed to contain the following provisions:

- Name CITY and 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 CITY. The endorsement requirement is not applicable for workers' compensation and professional liability policies.
- Endorsement that the "other insurance" clause shall not apply to CITY where CITY is an additional insured shown on the policy. CITY's insurance is not applicable in the event of a claim.
- Contractor shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of CITY; and
- Provide 30 days advance written notice directly to CITY of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

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

In addition to any other remedies CITY may have upon CONTRACTOR'S failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, CITY may order CONTRACTOR to stop work and/or withhold any payment(s) which become due to CONTRACTOR under this Agreement until CONTRACTOR demonstrates compliance with requirements.

Nothing contained in this Agreement shall be construed as limiting the extent to which CONTRACTOR may be held responsible for payments of damages to persons or property resulting from CONTRACTOR'S or its subcontractors' performance of the work covered under this Agreement.

CONTRACTOR'S insurance shall be deemed primary and non-contributory with respect to any insurance or self - insurance carried by City for liability arising out of operations under this Agreement.

The insurance required is in addition to and separate from any other obligation contained in this Agreement and no claim or action by or on behalf of City shall be limited to insurance coverage provided.

CONTRACTOR and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

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 - Local Preference Program Ordinance

Attachment B - Local Preference Program Identification Form

Attachment C - Price Schedule

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

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

Attachment F - SAPD Helicopter Custom Eagle Graphic

Attachment G - FAA Required Terms

Attachment H – N573AG Components - as of 10-24-2022

Attachment I – N573AG Inspections - as of 10-24-2022

Attachment J - List of Trade In Helicopter Equipment to be Retained by City



## 006- GENERAL TERMS & CONDITIONS

Electronic Offer Equals Original. If Vendor is submitting an electronic offer, 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 RFO 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 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 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.

### Invoicing and Payment.

Invoice Submissions. City requires all original, first time invoices to be submitted directly to the Accounts Payable section of the Finance Department. The preferred method of delivery is electronically to the following e-mail address:

[accounts.payable@sanantonio.gov](mailto:accounts.payable@sanantonio.gov).

Invoices submitted electronically to the e-mail address above must be in separate .pdf format file. Multiple invoices cannot be submitted in a single .pdf file; however, Vendor may submit multiple, separate invoice files in a single e-mail. Any required documentation in support of the invoice should be compiled directly behind the invoice in the same pdf file .Each electronically submitted file must have a unique identifying name that is not the same as any other file name.

Invoices submitted by electronic submission are only considered "original" when the submission comes directly from the Vendor to Accounts Payable using this e-mail address. Vendor may courtesy copy the ordering City department personnel on the e- mail.

Vendors not able to submit invoices with the required file formatting above may mail original invoices, on white paper only, to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

### Information Required On Invoice.

All invoices must be in a form and content approved by the City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be

specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

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

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

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount.

**NECESSITY OF TIMELY INVOICE/ WAIVER OF PAYMENT.** NOTWITHSTANDING THE FORGOING, 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 DAY 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.

Amendments. Except where the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Vendor. The Director of the Purchasing and General Services Department, or Director's designee, shall have authority to execute amendments on behalf of City without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by City.

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 the Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

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

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

Termination by City may be effected by Director, without further action by the San Antonio City Council.



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

#### **INDEMNIFICATION.**

**VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its 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 CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold 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 City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

Vendor shall retain any and all Documents produced as a result of services provided hereunder for a period of four years ("Retention Period") from the date of termination of the contract. If, at the end of the Retention Period, there is litigation or other questions arising from, involving or concerning these Documents or the services provided here under, 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.

S.B. 943 – Disclosure Requirements for Certain Government Contracts. For contracts (1) with a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City, or (2) that result in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a given fiscal year, Vendor acknowledges that the requirements of the Texas Public Information Act, Government Code, Chapter 552, Subchapter J, pertaining to the preservation and disclosure of Contracting Information maintained by the City or sent between the City and a vendor, contractor, potential vendor, or potential contractor, may apply to this RFO and any resulting contract. Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

By submitting an offer, Offeror warrants and certifies, and a contract awarded pursuant to this RFO is made in reliance thereon, that it, has not knowingly or intentionally failed to comply with this subchapter in a previous offer or contract. City hereby relies on Vendor's certification, and if found to be false, City may reject the offer or terminate the Contract for material breach.

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, suppliers, 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 suppliers 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 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.

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

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

#### State Prohibitions on Contracts:

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

#### Prohibition on Contracts with Companies Boycotting Israel.

Texas Government Code §2271.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

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

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

#### Prohibition on Contracts with Companies Boycotting Certain Energy Companies.

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described in (A).

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

#### Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries.

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and

(2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

"Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

Contracts with Companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations Prohibited.

Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Vendor hereby certifies that it is not identified on such a list. City hereby relies on Vendor's certification. If found to be false, or if Vendor is identified on said list during the course of its contract with City, City may terminate the Contract for material breach.

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

## 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 Offer - an RFO in which City will award the entire contract to one offeror only.

Alternate Offer - two or more offers with substantive variations in the item or service offered from the same offeror in response to a solicitation.

Assignment - a transfer of claims, rights or interests in goods, services or property.

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

City - the City of San Antonio, a Texas home-rule municipal corporation.

Contractor - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Director – the Director of City's Purchasing & General Services Department, or Director's designee. Line Item - a listing of items in an offer for which an offeror is expected to provide separate pricing.

Offer - a complete, signed response to an RFO that, if accepted, would bind Offeror to perform the resultant contract.

Offeror - a person, firm or entity that submits an offer in response to a solicitation. The offeror whose offer is accepted by City may also be referred to herein as Contractor, Vendor or Supplier.

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

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

Pre-Submittal Conference - a meeting conducted by City, held in order to allow offerors 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 City's standard purchase order form, and which is the vendor's authority to deliver to and invoice City for the goods or services specified in an RFO for the price stated in vendor's offer.

Specifications - a description of what City requires and what Offeror 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 City.

Supplier - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

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

**009– ATTACHMENTS**

**ATTACHMENT A**

**LOCAL PREFERENCE PROGRAM ORDINANCE**

In accordance with Chapter 271, Texas Local Government Code, the City adopted a policy, known as the Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII.

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.

All bidders are required to complete and submit the Local Preference Identification form, regardless of the location of their business.

**ATTACHMENT B**

**LOCAL PREFERENCE PROGRAM IDENTIFICATION FORM**

(Posted as separate document)

**ATTACHMENT C - PRICE SCHEDULE**

**BIDDER MUST FILL IN THE FOLLOWING:**

**Answer all questions contained below and attach as Attachment C in electronic offer.**

All bid prices shall have two decimal places.

**All section numbers provided in this Price Schedule are for reference purposes only. Offerors are required to meet all applicable requirements and specifications for all line items as listed in Section 004 – SPECIFICATIONS / SCOPE OF SERVICES.**

ITEM 1	SINGLE ENGINE TURBINE HELICOPTER - AIRBUS H125 as specified in Section 004 Specifications		
DESCRIPTION	QUANTITY 1	UNIT PRICE	EXTENDED PRICE (QUANTITY X UNIT PRICE)
4.2.1 <b>A</b>	<b>Helicopter:</b>		
	Make & Model Offered:		
	Number of blades:	_____	
	Number of seats:	Specify Color Option (s): _____	
4.2.6	Delivery	Delivery shall be made within _____ calendar days after receipt of order.	
	Warranty:	_____	
4.2.9  <b>A</b>	<b>Anticipated Modifications</b>	Yes _____ No _____	
	If Yes, List:		
	If Yes, Estimated implementation date:		
	<b>If Yes, list estimated cost, of each modification separately, if any</b>		\$
4.2.10	<b>Certifications Included:</b>		
	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 C - PRICE SCHEDULE**

	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE (QUANTITY X UNIT PRICE)
4.2.11	Other:			
	Anticipated Airworthiness Directives Met at Delivery.	Yes _____ No _____		
	List any Airworthiness Directives. If none, state None.			
<b>A</b>	<b>Estimated Cost of Compliance with Anticipated Airworthiness Directives, if any:</b>	1 Each	\$	\$
4.2.12 <b>A</b>	<b>SAPD Helicopter Custom Graphic- Attachment F, herein</b>	1 Each	\$	\$
4.2.15	Specify Warranty period:			
<b>A.1</b>	<b>TOTAL HELICOPTER (Add all A-sections above)</b>			\$



ITEM #	SPECIFICATION SECTION NO.	DESCRIPTION	QUANTITY	YEAR 2023 HELICOPTER H125 AHI UNIT PRICE	YEAR 2024 HELICOPTER H125 AHI UNIT PRICE	YEAR 2026 HELICOPTER H125 AHI UNIT PRICE
1	4.3.2	STANDARD BASIC AIRCRAFT <b>TOTAL A.1 ABOVE</b>	1	ℒ\$	ℒ\$	ℒ\$
2	4.3.3	STANDARD AIRCRAFT AVIONICS -INCLUDED	1	ℒ\$	ℒ\$	ℒ\$
3	4.3.4	ADDITIONAL AIR FRAME EQUIPMENT	1	ℒ\$	ℒ\$	ℒ\$
4	4.3.5	MISSION EQUIPMENT	1	ℒ\$	ℒ\$	ℒ\$
5	4.3.6	ADDITIONAL AVIONICS	1	ℒ\$	ℒ\$	ℒ\$
6	4.3.7	STANDARD FACTORY INSTALLED OPTION - INCLUDED	1	ℒ\$	ℒ\$	ℒ\$
7	4.3.8	STANDARD AHI INSTALLED OPTION – INCLUDED	1	ℒ\$	ℒ\$	ℒ\$
8	4.3.9	STANDARD AHI INSTALLED OPTION	1	ℒ\$	ℒ\$	ℒ\$
9	4.4	CNC TECHNOLOGIES H125 AIRBORNE SYSTEM	1	ℒ\$	ℒ\$	ℒ\$
<b>A.2 A.3 A.4</b>	<b>TOTAL HELICOPTER PRICE PER YEAR TOTAL (ITEMS 1-9)</b>			<b>(A.2)</b> ℒ\$	<b>(A.3)</b> ℒ\$	<b>(A.4)</b> ℒ\$

<b>4.5.2</b>	<b>2023 TRADE-IN CREDIT</b> For: 2013 Model EC120B Airbus Helicopter- Helicopter - Serial # 1683 Registration: N573AG Total Time: 7413.6 as of 10/24/2022	Enter Total Time Provided by City  Date: ____ / ____ /2022	<b>2023 TRADE-IN CREDIT</b>  \$ ____
--------------	--	--	--

<b>4.5.2</b>	<b>2024-TRADE-IN CREDIT</b> For: 2013 Model EC120B Airbus Helicopter- Helicopter - Serial # 1686 Registration: N820PM Total Time: 6167.3 hours as of 10/24/2022	Enter Total Time Provided by City  _____ Date: _____/_____/2022	<b>2024 TRADE-IN          CREDIT</b>  \$ _____
--------------	--	---	--

<b>4.5.2</b>	<b>2026-TRADE-IN CREDIT</b> For: 2015 Model EC120B Airbus Helicopter- Helicopter - Serial # 1688 Registration: N520DT Total Time: 4199.8 hours as of 10/24/2022	Enter Total Time Provided by City  _____ Date: _____/_____/2022	<b>2026 TRADE-IN          CREDIT</b>  \$ _____
--------------	--	---	--

**ATTACHMENT C - PRICE SCHEDULE**

	DESCRIPTION		QUANTITY	UNIT PRICE	EXTENDED PRICE (QUANTITY X UNIT PRICE)
4.6.1	<b>FIRST &amp; SECOND PROGRESS INSPECTIONS - TRAVEL EXPENSES:</b> *For 3 people per inspection: First inspection/PDR and Second inspection at 1/2 completion with 3 nights stay For 3 people at:				
	<b>TRAVEL COSTS</b>				
	Round Trip Airfare—Coach per Person		*6 Each	\$	\$
	Hotel per Person 1 <sup>st</sup> - 3 X 3 Nights 2nd - 3 X 3 Nights		17 Each (Per Night)	\$	\$
	Meal Per Diem/per Student/per Day/per Trip (1.5 Days Per Trip)	Fill in the current GSA rate	17 Days	\$ _____/Day	\$
	Car Rental		2 Cars 3 Days	\$ _____/Car/Day	\$
	Provide Inspection Location:				
<b>C</b>	<b>Travel Cost Total: (First &amp; Second Progress Inspections)</b>				\$
4.6.1	<b>THIRD PROGRESS INSPECTIONS - TRAVEL EXPENSES:</b> For 7 people at: Third inspection – Acceptance and delivery with 3 nights stay **Airfare for Acceptance will not apply for 2 City mechanics driving a City truck to location.				
<b>C</b>	<b>TRAVEL COSTS</b>				
	Round Trip Airfare—Coach per Person		**5 Each	\$	\$
	Hotel per Person 7 People X 3 Nights		7 Each Person	\$	\$
	Meal Per Diem/per Student/per Day/per Trip (1.5 Days Per Trip)	Fill in the current GSA rate	21 Days	\$ _____/Day	\$
	Car Rental		2 Cars 3 Days	\$ _____/Car/Day	\$
	Provide Location:				
<b>C</b>	<b>Travel Cost Total: (Third Progress Inspections)</b>				\$

	DESCRIPTION		QUANTITY	UNIT PRICE	EXTENDED PRICE (QUANTITY X UNIT PRICE)
4.7.2 <b>B</b>	<b>Initial H125 Transition Training course for 2 students.</b> Price Per Student.	Number of training Days if greater than 3:_____.	2 Each	\$	\$
<b>C</b>	<b>TRAVEL COSTS</b>				
	Round Trip Airfare—Coach per Student		2 Each	\$	\$
	Hotel per student		2 Each	\$	\$
	Meal Per Diem/Student per Trip (1.5 Days Per Trip)	Fill in the current GSA rate	2 Students	\$_____/Day	\$
	Car Rental		2 Car	\$_____/Car/Day	\$
<b>C</b>	<b>Travel Cost Total:</b>				\$
4.7.4 <b>B</b>	<b>Additional Mechanic airframe maintenance training courses for 2 students.</b> Price Per Student.	Number of training days_____.	2 Each	\$	\$
<b>C</b>	<b>TRAVEL COSTS</b>				
4.7.3 4.7.4	Round-trip Airfare—Coach per Student	Mechanic (1 Each) Additional Mechanic (2 Each)	3 Each	\$	\$
4.7.3 4.7.4	Hotel per Student	Mechanic (1 Each) Additional Mechanic (2 Each)	3 Each	\$	\$
	Meal Per Diem/Student per Trip (1.5 Days Per Trip)	Fill in the current GSA rate	3 Students	\$_____/Day	\$
	Car Rental		2 Cars	\$_____/Car/Day	\$
<b>C</b>	<b>Travel Cost Total:</b>				\$

	DESCRIPTION	SUPPLIER OFFER	QUANTITY	UNIT PRICE	EXTENDED PRICE (QUANTITY X UNIT PRICE)	
4.7.5 B	<b>RECURRENCY FLIGHT TRAINING COURSES FOR 20 STUDENTS 1 to 12-months after delivery of helicopter</b> Price per Student.	Ground & Flight Course  Number of training days_____	20 Each	\$	\$	
C	<b>TRAVEL COSTS</b>					
	Round-trip Airfare—Coach per Student		20 Each	\$	\$	
	Hotel per student		20 Each	\$	\$	
	Meal Per Diem/Student per Trip (1.5 Days Per Trip)	Fill in the current GSA rate	20 Students	\$_____/Day	\$	
	Car Rental		10 Cars	\$_____/Car/Day	\$	
C	<b>Travel Cost Total</b>					\$
4.7.6 B	<b>RECURRENCY FLIGHT TRAINING COURSES FOR 20 STUDENTS 12-24 MONTHS first delivery of helicopter</b> Price per Student.	Ground & Flight Course  Number of training days_____	20 Each	\$	\$	
C	<b>TRAVEL COSTS</b>					
	Round-trip Airfare—Coach per Student		20 Each	\$	\$	
	Hotel per student		20 Each	\$	\$	
	Meal Per Diem/Student per Trip (1.5 Days Per Trip)	Fill in the current GSA rate	20 Students	\$_____/Day	\$	
	Car Rental		10 Cars	\$_____/Car/Day	\$	
C	<b>Travel Cost Total</b>					\$

**ATTACHMENT C - PRICE SCHEDULE**

	DESCRIPTION	SUPPLIER OFFER				
4.8	Demonstrations compliance: Minimum 5 days and Maximum of 10 days.	Yes _____ No _____		_____ Minimum	_____ Maximum	
	Dealer Name:					
	Address:					
	<b>BID TOTALS</b>				<b>EXTENDED PRICE (QUANTITY X UNIT PRICE)</b>	
	Specify Prompt Payment Discount or NA	_____ % _____ Days (If no discount, Net 30 shall apply.)				
<b>B.1</b>	<b>Year 2023-Total Training Cost: (Add all B Totals Above)</b>				\$	
<b>C.1</b>	<b>Year 2023- Total Travel Cost: (Add all C Totals Above)</b>				\$	
<b>D.1</b>	<b>Year 2023 Total Bid includes: (A.2) Year 2023 Helicopter (B.1) Training (C.1) Travel</b>			<b>TOTAL (Add A.2+B.1+C.1)</b>	\$	
<b>D.2</b>	<b>Year 2024 Total Bid includes: (A.3) Year 2024 Helicopter (B.1) Training (C.1) Travel</b>	<b>2024</b> Training \$ _____ Travel \$ _____			<b>TOTAL (Add A.3+B.1+C.1)</b>	\$
<b>D.3</b>	<b>Year 2026: Total Bid includes: (A.4) Year 2026 Helicopter (B.1) Training (C.1) Travel</b>	<b>2026</b> Training \$ _____ Travel \$ _____			<b>TOTAL (Add A.4+B.1+C.1)</b>	\$

**ATTACHMENT D**

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

Veteran-Owned Small Business Preference Program (VOSBPP) Ordinance

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

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

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

**ATTACHMENT E**

**VETERAN-OWNED SMALL BUSINESS PROGRAM TRACKING FORM**

(Posted as a separate document)

**ATTACHMENT F**

**SAPD HELICOPTER CUSTOM EAGLE GRAPHIC**

San Antonio Police  
H125, S/N 8563, N1603M

Customer Approval: \_\_\_\_\_

Date: \_\_\_\_\_




Version 5  
March 25th, 2019



Notes: 1.) SAPD badge to be applied as a decal with edge sealer around the perimeter.  
2.) Flooring: Loncoin Black Onyx #150

**AIRBUS**

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

Imron Paint:  
Sable - 859682ES   
Med Gold Met - L0390ES   
Matterhorn White - P6294ES 

## ATTACHMENT G

**FAA REQUIRED TERMS**  
(Posted as a separate document)

## ATTACHMENT H

**N573AG COMPONENTS AS OF 10-24-2022**  
(Posted as a separate document)

## ATTACHMENT I

**N573AG INSPECTIONS AS OF 10-24-2022**  
(Posted as a separate document)

## ATTACHMENT J

**LIST OF TRADE IN HELICOPTER EQUIPMENT TO BE RETAINED BY CITY**  
(Posted as a separate document)



## Exhibits

- A** **Airbus Terms & Conditions**
- B** Signature Page
- C** LPP Identification Form
- D** Price Schedule
- E** VOSBP Tracking ID Form
- F** Certificate of Interested Parties
- G** Trade-In Acceptance Conditions
- H** Airframe Warranty
- I** Safran Arriel 2D Engine Warranty

### TERMS AND CONDITIONS

#### Paragraph 1 - DEFINITIONS

- o **Affiliate** means a company which Controls or is Controlled by respectively the Buyer or the Airbus Helicopters group of companies.
- o **Buyer** means the person, entity, or company to whom Seller sells any Products and/or Services under the Contract.
- o **Buyer Furnished Equipment and Customer Furnished Equipment (BFE/CFE)** means equipment owned by Buyer which has been furnished to Seller.
- o **Contract (or Purchase Agreement)** means the agreement between the Parties including these terms and conditions, along with all Exhibits, annexes, and appendices, applicable to the sale of Products and/or Services as defined therein.
- o **Control** (including with correlative meanings the terms “controlling”, “controlled” and “under common control with”), with respect to any natural or legal person, means the possession, directly or indirectly, whether through ownership of voting securities, by contract or otherwise of:
  - a majority of the voting rights exercisable at general meetings of the controlled undertaking on all, or substantially all, matters, or,
  - the power to appoint or remove directors having a majority of the voting rights exercisable at meetings of the board of directors on all, or substantially all, matters ; or
  - a power to exert a dominant influence over the affairs of the controlled undertaking
- o **FAA** means Federal Aviation Administration.
- o **FCA (Incoterms® 2020)** means Free Carrier International Commerce Terms
- o **Helicopter** means the specific helicopter(s) as defined in this Contract.
- o **Helicopter Manufacturer** means Airbus Helicopters SAS or Airbus Helicopters Deutschland GmbH as applicable.
- o **IT Service Provider(s)** means any third party contracted by the receiving Party that provides IT services, project management services or other office management services and which may have administrative rights to sustain the IT systems.
- o **Part** means a detail part with reference to a part number shown on a drawing parts list provided by the Helicopter Manufacturer.
- o **Party/Parties** mean either separately or collectively Buyer and/or Seller.
- o **Product(s)** means the goods to be provided by Seller under the Contract which comply with the applicable specifications and/or definition, including all types of Helicopters, optional equipment, Spare Parts, tools, other equipment, documentation, technology, data, software on a Product, and any other goods mentioned in the Specific Exhibit(s) when applicable.
- o **Seller** means Airbus Helicopters, Inc.
- o **Service(s)** means the services which may be performed under the Contract, consisting of:
  - performance of maintenance and repair,
  - provision of technical publications, technical assistance, and/or technical expert services,
  - tool rental,
  - performance of Training Services,
  - Software as a Service “SaaS”, and
  - any other services mentioned in the Specific Exhibit(s), when applicable.
- o **Spare Parts** means replacement parts to be purchased from or otherwise supplied by Seller.
- o **Specific Exhibit(s) (or Exhibit)** means the exhibit of the Purchase Agreement outlining specific conditions.
- o **Terms and Conditions** means these terms and conditions applying to the sale of new Helicopters and associated Products and Services.
- o **Training Services** means training need analysis, training courses, and simulator sessions (if applicable), including training software, documentation and courseware.

All other defined terms used herein and not otherwise defined shall have the meanings assigned to those terms as set forth in the Maintenance Manual and Flight Manual (as such manuals are revised and amended from time to time) provided by Seller with each new Helicopter sold by Seller, copies of which have been supplied to Buyer.

#### Paragraph 2 - PRICES AND TERMS OF PAYMENT

- (a) Prices shown on the Purchase Agreement are in U.S. dollars for Products shipped FCA (Incoterms® 2020) Seller’s facility or FCA to a common carrier at Seller’s facility and do not include any preparation, packaging or crating charges, federal, state or local taxes, excise tariffs or charges, custom duties or other levies, applicable to the manufacture or sale of the Products, which charges, taxes, tariffs or other levies will be added by Seller to the purchase price and will be paid by Buyer, nor any modifications carried out at Buyer’s request before and after delivery, expenses incurred for the inspection of Products by third parties, or expenses relating to freight forwarding, carriage by sea, air or land, ferry-flight, storage or insurance costs incurred after Buyer’s acceptance.
- (b) Unless otherwise specified in this Contract, Buyer shall pay the total unpaid purchase price, plus all applicable preparation, packing and crating charges, taxes, tariffs, customs duties or levies, and other applicable charges, at the time of delivery of the Products. In the event Buyer claims sales tax exemption for its purchase of the Products and Buyer’s purchase is subsequently found to be non-exempt by the applicable taxing authority, then Buyer agrees to reimburse Seller for any unpaid taxes, interest and penalties assessed against the purchase by the taxing authority.
- (c) All payments shall be made to Seller without setoff, in accordance with the payment terms and remittance instructions stated in Item 4 of the Purchase Agreement. Buyer represents and warrants that all payments made to Seller will be remitted from a bank account owned by Buyer or through a formal escrow closing.
- (d) Buyer shall remit all payments set forth in Item 3 of the Purchase Agreement with the initial deposit due immediately upon execution of the Contract by both Parties and final payment due at delivery of the Products and Services after acceptance and prior to transfer of ownership. All deposits are non-refundable.
- (e) Payment shall under no circumstances be postponed or apportioned for any reason whatsoever. Without prejudice to the above, should Buyer fail to pay, or in the event of a delay in payment, Seller will be entitled to extend the schedule for an equivalent time period and/or suspend performance of the Contract and/or in all cases definitively retain the amount of any payments already made by Buyer. The retention of any such payments shall not preclude Seller from seeking compensation from Buyer for further damages and/or costs. In the event of a delay or failure by Buyer to pay for more than sixty (60) calendar days, Seller shall be entitled to terminate the Contract for default of Buyer under the conditions defined in Paragraph 13 of this Contract.

## Paragraph 3 - DELIVERY AND ACCEPTANCE

- (a) The Products shall be delivered FCA (Incoterms® 2020) Seller's facility or FCA to a common carrier at Seller's facility for shipment at Buyer's expense to destination(s) designated by Buyer. Title to and risk of loss for Products shall pass to Buyer upon delivery thereof to Buyer at Seller's facility or upon delivery thereof to a common carrier at Seller's facility for shipment to Buyer unless otherwise specified in the Purchase Agreement.
- (b) The Products shall be accepted by Buyer by an authorized and qualified representative of Buyer after inspection and, in the case of Helicopters, flight test at Seller's facility or at such other location previously approved by Seller.
- (c) Prior to Buyer's acceptance activities for new Helicopters, the Seller shall perform production ground and flight tests on Helicopters. Flight tests will not exceed fifty (50) hours per Helicopter for the H215 and H225 model aircraft, thirty (30) hours per Helicopter for the H160 and H175 model aircraft and twenty (20) hours per Helicopter for all other model aircraft. Some equipment and components may be delivered with up to fifty (50) hours and/or the remaining time of some equipment and components may be reasonably affected by the manufacturing cycle. Additional hours may be flown in the event that development and installation of specific equipment is requested by the Buyer. The cost of such additional hours shall be borne by Buyer.
- (d) Buyer agrees to accept the Products in accordance with this Paragraph 3 within ten (10) business days after: (i) the delivery date set forth on the Purchase Agreement or (ii) the date that the Products are ready for delivery as specified in a written notice by Seller to Buyer, if said delivery has been delayed by Seller.
- (e) In the event Buyer fails to accept delivery of the Products as provided herein, or fails to make any payments that may be due to Seller prior to or at delivery of any Products, or breaches any other terms or provisions hereof, Seller may cancel this Contract and retain all payments, including all deposits, theretofore made by Buyer to Seller, whether pursuant to this Contract or otherwise, in satisfaction of any indebtedness of Buyer hereunder, and the retention by Seller of any such payments shall not preclude Seller from seeking additional or further damages from and against Buyer as Seller may elect.
- (f) Upon delivery of the Products to Buyer, Buyer shall immediately inspect the Products at its own cost. If the Products are found not to conform to the published specifications for such Products, Buyer shall give written notice to Seller of any claim to that effect within ten (10) business days after delivery of the Products, setting forth in reasonable detail the manner in which the Products do not conform. If Buyer retains the Products after delivery without giving Seller such notice as required, such failure shall constitute an irrevocable acceptance of the Products by Buyer except with respect to defects not reasonably discoverable by such inspection.
- (g) Immediately upon transfer of ownership to the Buyer, the Buyer shall be responsible, at its own cost, for appropriate insurance coverage. With respect to the Buyer's hull all risk and hull war risk insurance coverage, the Buyer shall cause the insurers of the Buyer's hull insurance policies to waive all rights of subrogation against the Seller, its assignees and its directors, officers, agents and employees. From the transfer of risks, the Buyer shall bear all risks related to the Helicopter and waive the right of any recourse of any nature whatsoever against the Seller, its assignees and its directors, officers, agents and employees in this respect.
- (h) After delivery of the Helicopter, should Buyer delay flyaway from Seller's facility, Seller shall provide hangar keeper's care and charge Buyer according to prevailing rates. Buyer is responsible for any additional costs incurred by Seller due to such delay.
- (i) Seller will comply with all mandatory service bulletins and airworthiness directives prior to delivery. The Helicopter is to be delivered with an FAA Certificate of Airworthiness in the Standard category, or in the case of an unassembled delivery, capable of obtaining an FAA Certificate of Airworthiness in the Standard category upon completion at Buyer's designated completion center.

## Paragraph 4 - DELAYS

- (a) Seller shall not be responsible for, or liable to Buyer, for any damages or expenses incurred by Buyer from any failure to perform or delay in performance by Seller due, in whole or in part, to "Excusable Delays." An "Excusable Delay" is any failure to perform or delay in performance that is due to causes beyond Seller's control including, but not limited to, acts of God, pandemic, epidemic, fire, explosion, acts of the public enemy, war, insurrection, sabotage, labor disputes (regardless of the reasonableness of demands of labor), shortage of labor, fuel, power or materials, failure or delays in transportation, equipment or machinery breakdown, failure or delay of Seller's sources of supplies, acts, orders or priorities (whether compliance therewith is mandatory or voluntary) of any government, state, or political subdivision or agency thereof or judicial action and any other case beyond the reasonable control of the Seller, including any of the above events which pre-existed at the time of the signature of the Contract and were unknown to Seller.
- (b) Buyer's failure to provide, not less than ninety (90) calendar days prior to the scheduled delivery date, complete materials, equipment, instructions, and authorizations to Seller for installation of BFE/CFE during the assembly process, which failure causes the Product to be nonconforming at the delivery date, shall not be cause for delay in acceptance pursuant to Subparagraphs 3(c) and 3(e) above or delay in payment. In the event BFE/CFE is nonconforming or inoperable, Buyer is responsible for any additional costs incurred by Seller and for any resulting delay in delivery. For any BFE/CFE and / or any Buyer directed ancillary equipment which is not DO-160 qualified (Non-Qualified Equipment), Seller agrees to install and certify only the related fixed provisions. The Non-Qualified Equipment will be delivered uninstalled and loose to the Buyer. Determination of airworthiness and operations of all Non-Qualified Equipment is the responsibility of the Buyer.
- (c) Detailed instructions concerning the external paint scheme of the airframe, and the colors of the interior upholstery and, if necessary, the selected type of upholstery, shall be provided to Seller at the latest sixty (60) calendar days after signature of the Contract by the last Party to sign, based on samples provided by Seller. Any delay in delivery date due to Buyer's failure to provide Seller such detailed instructions within this 60-day period may result in delays to the delivery of the Helicopter. Any additional costs incurred by Seller as a result of the occurrence of one or more of the events described in Subparagraphs 4(b) and (c) shall be invoiced by Seller and paid by Buyer at time of delivery over and above the price of the Contract.
- (d) Furthermore, any change request(s) by Buyer may extend the delivery date or require an adjustment to the purchase price stated in the Purchase Agreement. In order not to impact delivery schedules, the Parties agree to freeze the configuration at least ninety (90) calendar days prior to scheduled delivery date unless mutually agreed otherwise by the Parties. Certain configuration changes require configuration freeze more than ninety (90) calendar days prior to scheduled delivery. Upon Buyer request for changes, Seller is authorized to send Buyer an electronic sequential confirmation notice of change order by Buyer setting out the configuration change or Contract revision, the adjusted purchase price, if any, and the revised delivery date. Buyer may reject, in writing or electronically, any confirmation notice that is unacceptable within five (5) business days of receipt of a confirmation notice from Seller. If timely rejected by Buyer, the Contract, as amended, will remain in effect and the change order will lapse and not become a part of this Contract. Buyer's failure to respond timely to any confirmation notice will be deemed acceptance of the change order by Buyer, which will become part of the Contract, as amended. The Parties agree that any such configuration change request from Buyer within ninety (90) calendar days of the delivery date will be contracted through a separate retrofit agreement for the additional scope of work including the related price and delivery schedule, if applicable.

- (e) Seller's adherence to the delivery date is conditioned upon Buyer fulfilling all of its contractual obligations.
- (f) For the avoidance of doubt, the delay or absence of payment by Buyer cannot be considered by itself as an Excusable Delay.
- (g) In case of Excusable Delay, the contractual delivery date shall be extended by such period of time reasonably required to remove and/or overcome the event of Excusable Delay and its effects.

## Paragraph 5 - LIMITED WARRANTY

- (a) Seller warrants each new Helicopter and Parts and tools manufactured by Helicopter Manufacturer purchased under this Contract to be free from defects in material and workmanship under normal use and service. Seller's obligation under this warranty is limited to replacing or repairing Parts or tools that have been returned to Seller's facility and, at the time of any repair or replacement, shall have been recognized by Seller, in its sole discretion, as subject to this warranty. To be eligible for repair or replacement under this warranty, the alleged failure must have occurred, as determined by Seller, within the following time limits:
  - (1) With respect to Helicopter(s) and optional equipment manufactured by Helicopter Manufacturer: 2000 flying hours or -36- months after delivery to Buyer, whichever occurs first.  
Seller agrees to credit Buyer at the rate specified below for reasonable labor hours solely related to direct removal and re-installation of Parts covered by approved warranty claims, but only during the first 12 months of warranty coverage. The credit will be subject to prior investigation and acceptance by Seller and will be credited to Buyer's trade account for future spares orders only. All credits must be used within 12 months of issue. All compensation for labor rates will be credited at \$190/hour.
  - (2) With respect to new Spare Parts manufactured by Helicopter Manufacturer, the earlier of: (i) 1000 flying hours; (ii) 12 months after installation; or (iii) 24 months after delivery to Buyer; and
  - (3) With respect to tools manufactured by Helicopter Manufacturer, 24 months after the tool is delivered to Buyer.
- (b) The Parts provided under this warranty, as warranty replacement Parts, may be new, repaired or otherwise serviceable components/Parts and shall be covered by the balance of the warranty period still remaining against the new Helicopter and/or replaced Part as applicable.
- (c) As soon as possible, but no later than fifteen (15) calendar days after the discovery of an alleged defect, Buyer shall furnish to Seller, by using a warranty claim form provided by Seller, the full details of its claim and the basis thereof. As soon as it receives said form, Seller will forward to Buyer a warranty claim acknowledgment and a Return Material Authorization (RMA) number. Return Material Authorization means the form provided by Seller for purposes of this warranty paragraph and/or Repair & Overhaul Service. Within thirty (30) calendar days following the receipt of such documents, Buyer shall return the allegedly defective Parts to the Seller. If the Buyer fails to timely return the allegedly defective Parts, Seller reserves the right to invoice the replacement Parts which have been ordered or produced for Buyer at the price stated in Seller's relevant price list then in force, or in the relevant quotation. Risk of loss or damage during transportation of Parts returned to Seller shall be borne entirely by Buyer. Risk of loss or damage during transportation of replacement Parts to Buyer shall be borne entirely by Buyer. Other than shipping costs from Seller to Buyer, any insurance, customs expenses and other charges, as well as the expenses incurred by Buyer for the removal, re-installation and related costs and expenses with respect to such Part or Parts, shall be borne by Buyer, except as specifically provided otherwise herein. With written approval from Seller's Warranty Administrator, selected Parts may be retained at Buyer's site to be scrapped locally. Claims will not be processed until a completed claim by Buyer has been approved in writing by a Technical Representative of Seller and forwarded to and received by Seller's Warranty office, Grand Prairie, Texas.  
**Note: Parts/Components ordered as replacement Parts must be identified by Buyer and acknowledged by Seller as "warranty replacements" at the time of order.**
- (d) This warranty shall apply only to the extent the Helicopter and the Parts installed therein are operated and maintained in accordance with the instructions contained in the Flight Manual, the airframe or component Maintenance Manual (whichever is applicable), Helicopter Manufacturer's and/or Seller's service bulletins, service letters, alerts, and maintenance notices, any other technical documentation or service information supplied by Seller to Buyer, and any revisions to any of the foregoing. This warranty shall apply to Spare Parts only to the extent they are properly stored and installed, operated, and maintained in accordance with the instructions contained in the Flight Manual, the airframe or component Maintenance Manual (whichever is applicable), Helicopter Manufacturer's and/or Seller's service bulletins, service letters, alerts, and maintenance notices, any other technical documentation or service information supplied by Seller to Buyer, and any revisions to any of the foregoing. Seller's warranty shall not be enlarged, diminished, or affected by, and no obligation or liability shall arise out of, Seller rendering technical advice, assistance or service in connection with the Products.
- (e) In Seller's sole discretion, if Buyer modifies repairs or alters any Helicopter or Part sold hereunder in any manner without the prior written approval of Seller, such modification, repair or alteration shall cause this warranty to terminate and be of no further force and effect.
- (f) This warranty may not be extended, altered or varied except by prior written agreement signed by Buyer and Seller. This warranty is granted to Buyer personally and shall not be assigned by Buyer without Seller's prior written consent.
- (g) **SELLER AND HELICOPTER MANUFACTURER DISCLAIM AND EXCLUDE FROM THIS CONTRACT ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, STATUTORY WARRANTIES, OTHER EXPRESS WARRANTIES, AND ANY IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE EXPRESS WARRANTY SET FORTH ABOVE IS GIVEN IN LIEU OF: (i) ALL OTHER WARRANTIES AND (ii) ANY OBLIGATION OR LIABILITY OF, RIGHT OR CLAIM AGAINST, OR REMEDY FROM SELLER OR HELICOPTER MANUFACTURER, IN CONTRACT OR IN TORT, INCLUDING PRODUCTS LIABILITY BASED ON SELLER'S OR HELICOPTER MANUFACTURER'S STRICT LIABILITY OR NEGLIGENCE. THE RIGHTS AND REMEDIES PROVIDED IN THIS CONTRACT ARE EXCLUSIVE IN CONNECTION WITH THE SALE OF HELICOPTER MANUFACTURER'S AND SELLER'S PRODUCT(S). THE STATED EXPRESS WARRANTY PROVIDED HEREIN CONSTITUTES SELLER'S SOLE LIABILITY IN CASE OF BREACH OF THE WARRANTY OBLIGATIONS, AND IS EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY OR REMEDY AVAILABLE UNDER THE CONTRACT OR AT LAW. HELICOPTER MANUFACTURER AND SELLER MAKE NO WARRANTY WITH RESPECT TO TURBINE ENGINES OR AVIONICS EQUIPMENT. FOR WARRANTY ON THESE EXCLUDED PARTS, BUYER MUST LOOK TO THE ORIGINAL MANUFACTURER. AT BUYER'S WRITTEN REQUEST, SELLER WILL ASSIGN TO BUYER ANY WARRANTY RIGHTS IT MAY HAVE RECEIVED WITH RESPECT TO SUCH ITEMS OR PARTS TO THE EXTENT SUCH RIGHTS ARE ASSIGNABLE. NORMAL WEAR AND TEAR OF PARTS SUCH AS SEALS, TIRES, INNER TUBES, BULBS, LEAD-ACID BATTERIES, PACKINGS, AND SIMILAR CONSUMABLE PARTS, AS WELL AS THOSE PARTS WHOSE LIST PRICE IS \$50.00 OR LESS, ARE EXCLUDED FROM COVERAGE UNDER THIS WARRANTY.**

## Paragraph 6 - TECHNICAL PUBLICATIONS

- (a) Seller shall supply at no additional cost to Buyer:
- (1) One interactive electronic support O.R.I.O.N (Optimized Reader for Internet and Other Networks) with the documentation necessary for the identification and maintenance of Parts for operation and routine servicing, for each Helicopter delivered. Buyer has access through e-TechPub on AirbusWorld to:
    - o O.R.I.O.N Full Online for reading only
    - o O.R.I.O.N Light Online for download
  - (2) One Hard Copy of
    - o The Flight Manual for each Helicopter purchased by Buyer hereunder. Each Flight Manual will be customized to the specific configuration at delivery of the corresponding Helicopter. For H160 model aircraft, an electronic Flight Manual will be delivered to the Buyer.
  - (3) Access to Technical Information Publication on Internet (T.I.P.I.) for:
    - o The Service Bulletins and their subsequent updates;
    - o The Master Servicing Manual;
    - o An access to eDynamic Trouble Shooting (eDTS) for Helionix® equipped Helicopters.
  - (4) At no additional cost for three (3) years from acceptance of Product(s):
    - o One (1) electronic support (EVIDOC CMM) with the documentation necessary for the maintenance of the Parts installed on the Helicopter, and for which the suppliers have granted copyrights to Helicopter Manufacturer, for each Helicopter purchased. Buyer will have access to the technical publication through e-TechPub on AirbusWorld.
  - (5) The technical publication is initially provided at the latest available revision level.
  - (6) Seller shall supply at no additional cost and as long as the Helicopter is in operation, the updated versions of O.R.I.O.N and of the Flight Manual. The Master Servicing Manual and the Service Bulletins will be updated on T.I.P.I or such other system as Helicopter Manufacturer may implement for updating these publications.
  - (7) The Seller provides the Buyer, at no additional costs per delivered Helionix® equipped Helicopter, with a data pack to ease the initialization of Buyer's maintenance information system. The data pack will be delivered in standard electronic format. The Seller will choose the electronic format(s) at its sole option and may change from time to time.

## Paragraph 7 - TRAINING

Unless otherwise stated in the Contract, Training Services shall be performed in accordance with the elements stated in the table below for the applicable aircraft model.

Model	Pilot Training	Airframe/Engine Technician Training	Avionics Technician Training	Flight Training Performed in: Buyer/Seller Asset	Location	Simulator Only Training Y/N
H125	2 slots	1 slot	N/A	Seller	Grand Prairie, Texas	No
H130	2 slots	1 slot	N/A	Buyer	Grand Prairie, Texas	No
H135	2 slots	2 slots	1 slot	Buyer	Grand Prairie, Texas	No
H145	2 slots	2 slots	1 slot	Seller	Grand Prairie, Texas	Yes
H155	2 slots	2 slots	1 slot	Seller	Marignane, France	Yes
H160	2 slots	2 slots	1 slot	Seller	Marignane, France	Yes
H175	2 slots	2 slots	1 slot	Seller	Marignane, France	Yes
H215	2 slots	2 slots	1 slot	Seller	Marignane, France	Yes
H225	2 slots	2 slots	1 slot	Seller	Marignane, France	Yes

Seller may modify the content of Training Services to incorporate new regulatory requirements without the consent of Buyer so long as the modifications do not affect the price and/or schedule. If new regulatory requirements affect the price, duration, or delivery date of the Training Services, Seller and Buyer shall agree in writing to any required adjustments to the Contract. If the Parties fail to reach an agreement within thirty (30) calendar days of Seller giving written notice to Buyer of proposed adjustments, Seller shall be entitled to terminate the Contract in accordance with the provisions of Paragraph 13.

### (a) Pilot Training

- (1) In accordance with the elements stated in the table above for each applicable aircraft model, Seller shall provide transition training for Buyer's pilots who are proficient in helicopter flying for each new Helicopter purchased hereunder provided (i) such training is commenced within one (1) year of the delivery date hereunder, and (ii) both pilots attend the same ground school. Separate ground schools are subject to additional charges. Flight training for each pilot shall be performed in accordance with the elements stated in the table above after transfer of title to the Helicopter(s) to Buyer, unless the Parties specifically agree otherwise. Transition training shall be in accordance with Seller's program of instruction. Seller reserves the right to set minimum competency requirements for any pilot to be trained hereunder and to refuse to train any pilot not meeting those requirements.
- (2) Buyer may elect to have additional qualified pilots trained hereunder. Buyer shall be charged at the prevailing rate established by Seller for each additional pilot to be trained.
- (3) Buyer acknowledges that the transition procedures include, in addition to standard flight operations, the actual performance of emergency flight procedures simulating non-standard flight conditions. Buyer hereby accepts the risk of injury, loss, and damage associated with instruction in emergency flight procedures.
- (4) Buyer hereby assumes all risk of loss, injury and damage to Buyer's Helicopter(s), employees, representatives or agents during any training including without limitation, consequential or incidental damages, loss of use or injury, regardless of cause or fault, and Buyer waives all right of recovery and subrogation against Seller and its employees and agents for any such damage, injury or loss so sustained; provided, however, that this waiver and assumption of risk shall only apply to losses other than Product failures for which Seller may be



responsible under the warranty provisions of this Purchase Agreement, in which case Seller's liability to Buyer, if any, shall be limited in accordance with the terms of that warranty. Buyer hereby warrants that Buyer's hull insurer has acknowledged this waiver of subrogation.

**(b) Maintenance Training**

- (1) For each new Helicopter purchased hereunder, Seller will provide ground courses covering field maintenance on the airframe and engine. In accordance with the elements defined in the table above for each applicable aircraft model, Buyer may elect to send qualified technicians to any scheduled Field Maintenance training courses and any scheduled Avionics training course (as applicable) during the six (6) months prior to delivery of the Helicopter or up to one (1) year after its delivery. Seller reserves the right to set minimum competency requirements for any technician to be trained hereunder and to refuse to train any technician not meeting those requirements.
- (2) Buyer may elect to have additional qualified technicians trained hereunder. Buyer shall be charged at the prevailing rate established by Seller for each additional technician to be trained.

**(c) General**

- (1) Buyer shall be responsible for loss or injury to Buyer's property, employees, representatives or agents at all times while at Seller's facility when transition or maintenance training is a reason for such time spent at Seller's facility. Furthermore, Buyer shall hold Seller and its employees and agents harmless for any such loss or injury regardless of cause or fault.
- (2) All expenses and liabilities of Buyer or Buyer's personnel for travel to and from the Seller's training facility, and stay during training, shall be borne by Buyer. Seller reserves the right to refuse to provide training to any pilot or technician at its sole discretion.
- (3) The training and technical assistance provided for herein applies only to the original purchase of a new Helicopter and is not transferable without the prior written consent of the Seller.
- (4) Reasonable insurance coverage of risks arising from the Training Services will be included in Seller's insurance policy. Seller may provide the certificate for such coverage to Buyer at its request.
- (5) Buyer shall lose the benefit of these Training Services if it fails to send its personnel at the date agreed upon with Seller according to the above mentioned deadlines. If Buyer decides not to fully or partially take part in the training, no credit will be granted by Seller.

**(d) Distance Training**

Some training courses may also be conducted in a remote mode; the distance training being provided on an "as available basis". The Seller will use web videoconferencing applications to perform Training in a remote mode. Course duration may be impacted due to the remote mode.

Confidentiality terms are defined in the applicable conditions of the web videoconferencing applications. The Buyer undertakes to comply with the terms and conditions of the services provided by the Seller through web videoconferencing application and shall hold the Seller harmless from and against any consequence of a breach thereof. The Seller will choose the web videoconferencing applications at its sole option and may change from time to time.

Appropriate equipment, connectivity and telecommunication services are required to allow the Buyer to perform the remote Training. The choice of the Buyer's equipment, connectivity and telecommunications service providers remains the sole responsibility of the Buyer. The costs of these connectivity and telecommunication services shall be borne exclusively by the Buyer. The Seller shall in no event be responsible for a degraded performance due to an inappropriate Buyer's choice. The Buyer recognizes also that the good performance of the connection during the remote Training depends on the bandwidth. The Seller shall not be liable of any defective bandwidth.

An IT requirement list is sent to the customer before the course. The Buyer shall ensure the availability of appropriate IT equipment and environment (hardware, software, internet, minimal bandwidth and e-mails access - in general a webcam is mandatory) and the appropriate comfort for its trainees (such as but not limited to thermal and acoustic environment allowing to work concentrated without disruption and proper lighting).

Training manuals are provided to trainees before the course as download file or paper version or on an electronic device, as available.

Each Party remains solely and exclusively responsible for the information exchanged and shall take any appropriate action in order to:

- o comply with the applicable laws and regulations;
- o ensure that none of the information exchanged contravene public policy.

## Paragraph 8 - PRICE ADJUSTMENT AND PRODUCT SPECIFICATION CHANGE

- (a) Pursuant to new manufacturing or engineering requirements, obsolescence or new regulations or to any currently unknown and unforeseeable impacts of the COVID-19 pandemic, Seller shall be entitled to carry out modifications without the consent of Buyer, provided such modifications do not affect the specifications or performance of the Products and/or Services, related costs or delivery time. Should the requirements affect specifications or performance of the Product and/or Services, related costs and/or delivery time, Seller and Buyer shall mutually agree in writing to an equitable adjustment in the price and/or schedule. Notwithstanding anything to the contrary, if the Parties fail to reach an agreement within thirty (30) calendar days of Seller notifying Buyer in writing of the proposed adjustment, Seller shall be entitled to terminate the Contract in accordance with the provisions of Paragraph 13.
- (b) Any Buyer requested changes, including configuration changes, which result in an impact to cost and/or delivery schedule require written agreement of Seller and Buyer to an equitable adjustment in price and/or delivery schedule prior to implementation of Buyer's requested changes.
- (c) Buyer agrees that the aircraft will remain registered on the FAA's civil registry and under U.S. ownership for a minimum period of nine (9) months after delivery. In the event the aircraft is de-registered from the FAA's civil registry prior to the end of this nine (9) month period, Buyer agrees to pay Seller, within thirty (30) calendar days from the date of de-registration of the aircraft, two percent (2%) of the total purchase price, before any applicable discount was applied, for twin engine aircraft and four percent (4%) of the total purchase price, before any such discounts, for single engine aircraft.

## Paragraph 9 - DELIVERY AND ACCEPTANCE OF TRADE-IN AIRCRAFT

- (a) In the event Seller agrees to accept a trade-in aircraft, Buyer must tender trade-in aircraft for acceptance by Seller in an airworthy condition and must satisfy all of the following conditions:
  - (1) trade-in aircraft's engine(s) must pass power assurance checks conducted by Seller in its acceptance inspection of the aircraft;
  - (2) Buyer must deliver to Seller complete and accurate airframe and engine records showing compliance with all airworthiness directives and mandatory service bulletins applicable to trade-in aircraft;
  - (3) Buyer must deliver to Seller a complete set of updated maintenance manuals for trade-in aircraft unless originally delivered by CD ROM;
  - (4) trade-in aircraft must have no damage history or corrosion, unless acknowledged and accepted by Seller;

- (5) Buyer must convey title to the trade-in aircraft free and clear of any liens, claims, security interests, charges or encumbrances of any kind;
  - (6) Buyer must deliver to Seller all standard ground handling equipment and protective covers for the trade-in aircraft;
  - (7) all equipment and systems installed on the trade-in aircraft at the time of the detailed inspection by Seller, which is provided for in Subparagraph 9(b) below, must be installed and fully operational and, if no detailed inspection is conducted, then all equipment and systems installed on the trade-in aircraft at the acceptance inspection by Seller, which is provided for in Subparagraph 9(b) below, must be installed and fully operational;
  - (8) no life-limited component installed on the aircraft at the time of the detailed inspection by Seller (provided for in Subparagraph 9(b) below) can be replaced thereafter unless required for the aircraft to remain airworthy, in which case the replacement component must have a time remaining value equal to, or greater than, the unit being replaced; and
  - (9) annual and/or other periodic inspection(s) as specified by Seller must be completed within the period(s) specified by Seller.
- Seller will accept title to trade-in aircraft upon Buyer's compliance with all of the conditions enumerated above.
- (b) Seller shall be entitled to conduct a detailed inspection of the trade-in aircraft at Buyer's facility at a mutually agreeable time following execution of the Contract by both Parties. Seller shall be entitled to conduct an acceptance inspection of trade-in aircraft at Buyer's facility within a specified period of time acceptable to Seller following the date on which Buyer tenders the trade-in for acceptance by Seller by giving notice of tender in accordance with the notice provisions herein. The delivery date for Buyer to tender the trade-in to Seller for acceptance is specified on the Purchase Agreement.
  - (c) Any trade-in amount set forth in this Contract will be contingent upon and subject to AHL's acceptance of the applicable trade-in aircraft. If Buyer fails to comply with any of the conditions in Subparagraph 9(a), all costs necessary to correct the deficiencies, if correctable, will be borne by Buyer and all such deficiencies must be corrected to Seller's satisfaction before it shall be obligated to accept title to the trade-in aircraft. If Buyer fails to comply with any condition in Subparagraph 9(a) as of the delivery date specified herein for the trade-in aircraft, Seller, in its sole discretion, may specify, then or at any time thereafter, a period of time by which Buyer must cure the deficiencies to Seller's satisfaction; however, Seller is not obligated to allow Buyer any period of time to cure any such deficiencies. If Buyer fails to comply with Subparagraph 9(a), Seller may elect not to accept the trade-in aircraft, in which case the net purchase price owing by Buyer shall be adjusted accordingly. Any amount owing to Seller as a result of any such adjustment shall be due from and payable by Buyer on the payment terms specified on the Purchase Agreement unless otherwise specified herein. Seller, at its option, shall be entitled to adjust any trade-in credit at time of delivery until such time as it can conduct a detailed inspection of the trade-in aircraft. Seller will provide a final trade-in credit value within thirty (30) calendar days of the delivery date provided the trade-in aircraft requires no maintenance actions under Subparagraph 9(a), normal wear and tear excepted.
  - (d) Buyer represents and warrants that when it conveys title to the trade-in aircraft to Seller:
    - (1) Buyer will have good and marketable title to said aircraft;
    - (2) Buyer will be the sole owner of said aircraft; and
    - (3) Buyer will be duly authorized and entitled to sell, transfer, convey, and assign all of its right, title and interest in and to said aircraft and will not violate any agreement or provision thereof by doing so.
  - (e) In the event Seller shall acquire title to trade-in aircraft subject to any liens, claims, security interests, charges or encumbrances, Buyer shall promptly cause any such liens, claims, security interests, charges or encumbrances to be terminated, released, or otherwise discharged and shall hold Seller harmless against any liability arising from, relating to, or based upon any such lien, claim, security interest, charge, or encumbrance.

## Paragraph 10 - CONFIDENTIALITY

During the performance of the Contract, the confidential information of the Parties shall be protected as follows: the term "Confidential Information" shall mean this Contract and any information or data in whatever form (either in writing or orally, subject to the conditions set forth hereinafter, and including but not limited to any written or printed documents, samples, models or any means of disclosing such Confidential Information that the disclosing Party may elect to use during the life of the Contract), disclosed by either Party to the other and which is designated as confidential by the disclosing Party by an appropriate stamp, legend or any other notice in writing, or when disclosed orally, has been identified as confidential at the time of disclosure and has been promptly (thirty (30) calendar days at the latest) confirmed and designated in writing as Confidential Information of the disclosing Party, or if not so designated would be understood by a reasonable recipient to be confidential.

The receiving Party hereby covenants that, from the effective date of the Contract, the Confidential Information received from the disclosing Party shall:

- (a) be protected and kept in strict confidence by the receiving Party, which must use the same degree of precaution and safeguards as it uses to protect its own Confidential Information of like importance, but in no case any less than reasonable care;
- (b) be only disclosed to and used by those persons within the receiving Party's organization (including temporary workers) and its Affiliates, external counsels, lawyers, accountants, auditors, banks, insurers and IT Service Providers, who have a need to know and solely for the purpose specified in the Contract (and provided such entities are bound by confidentiality obligations either at least as constraining or resulting from a professional duty by operation of law);
- (c) not be used, in whole or in part, for any purpose other than the purpose of the Contract without the prior written consent of the disclosing Party;
- (d) neither be disclosed nor caused to be disclosed, whether directly or indirectly to any third Party or persons other than those mentioned in Subparagraph 10(b) above; and
- (e) neither be copied nor otherwise reproduced nor duplicated, in whole or in part, where such copying, reproduction or duplication has not been specifically authorized in writing by the disclosing Party.

The obligations of confidentiality/use restriction will not apply to any Confidential Information that the receiving Party proves:

- (a) was in the public domain prior to the date of the Contract or subsequently came into the public domain through no fault of the receiving Party; or
- (b) was lawfully received by the receiving Party from a third party free of any obligation of confidence to such third party; or
- (c) was already in the possession of the receiving Party prior to receipt thereof, directly or indirectly, from the disclosing Party; or
- (d) is required to be disclosed in a judicial or administrative proceeding after all reasonable legal remedies for maintaining the information in confidence have been exhausted including giving the disclosing Party such advance notice of the possibility of disclosure as practical so the disclosing Party may attempt to stop such disclosure or obtain a protective order concerning such disclosure; or
- (e) is subsequently and independently developed by employees, consultants or agent of the receiving Party without reference to the Confidential Information disclosed under the Contract.

Any Confidential Information and copies thereof disclosed by either Party to the other shall, subject to any third party rights, remain the property of the disclosing Party and shall be immediately returned by the receiving Party upon request. Notwithstanding the confidentiality obligations stated in the Contract, the receiving Party may disclose the Confidential Information to any governmental agency or judge legally authorized to have mandatory access to such information, provided however that in these circumstances, the receiving Party shall, prior to disclosure, notify the disclosing Party to give the disclosing Party the opportunity to take appropriate action(s), as far as available, against such disclosure. No right, license, interest or title to the Confidential Information is granted the receiving Party. The Parties agree that in the event of a threatened or actual breach of the terms of this



Paragraph 10, the disclosing Party would or will be irreparably harmed, will not have an adequate remedy at law, and will be entitled to seek injunctive relief and/or specific performance as a matter of right from a court of competent jurisdiction, without necessity of posting or providing any bond or other security otherwise required by applicable law. The injunctive relief which the disclosing Party shall be entitled to seek shall include, but is not limited to, an injunction restraining the receiving party from any further breach of this Contract and requiring it to take any affirmative action reasonably necessary to prevent any such further breach. The foregoing remedies will be cumulative of all other remedies which may be available to the disclosing Party hereunder, at law or in equity.

## Paragraph 11 - INTELLECTUAL PROPERTY

Seller and/or Helicopter Manufacturer retains all rights in respect of developments, inventions, know-how, production procedures and any intellectual property rights relating to the Products that they manufacture and/or Services related thereto.

Nothing in the Contract shall be construed as a legal transfer of or license to (other than specified hereafter), any patent, utility or design model, copyright, trademark, know-how or other intellectual property right.

Copying and/or reproducing and/or communication and/or transmission to a third party of any of Seller's Products, Services, technical information, publications or training manuals, either wholly or partially, without Seller's express written consent is strictly forbidden (except for copying by Buyer of technical documentation provided by Seller exclusively for the purposes of operation and maintenance of the Helicopter(s) purchased by Buyer under the Contract).

Seller grants the Buyer a non-exclusive, non-transferable license to use

- (a) SaaS for the purposes of operating and/or maintaining Helicopter(s), and/or
- (b) the executable form of the software on the related Product, for the purposes of operating the Helicopter.

This license does not entitle Buyer to receive free of charge updates of such software. Buyer shall not decompile, disassemble, modify, reverse assemble, reverse engineer or reduce to human readable form, the software except to the extent the foregoing restriction is determined to be invalid or unenforceable under applicable law.

## Paragraph 12 - DATA EXCHANGE

- (a) **General.** In order to improve the Products, their reliability and availability and Buyer services, Helicopter Manufacturer has set up a data exchange process based on maintenance and operational data coming from Buyer's Helicopters in Service. The data (hereinafter the "Data") will primarily consist of:

- (1) Helicopter data generated by on-board recording systems,
- (2) information system data, such as maintenance, operation, logistics and airworthiness data, and
- (3) data loaded into, transmitted, stored, or generated by the SaaS as a result of the use of the SaaS.

For these purposes, Buyer, including its designated entity for operations and/or maintenance, hereby authorizes Helicopter Manufacturer on a free and non-exclusive basis:

- (1) to collect such Data.
- (2) to use the Data to create processed data (data which is reconciled, enriched, qualified and analyzed by the Helicopter Manufacturer, hereinafter the "Processed Data").
- (3) to anonymize such Processed Data (Processed data which is anonymized, not enabling to identify the Buyer) (hereinafter the "Anonymous Data"),
- (4) to disclose Data, Anonymous Data and Processed Data internally only to those of its employees (for the avoidance of doubt, this shall include temporary workers) and/or to the Seller having a need to have access to such data for the purpose (\*) stated below,
- (5) to disclose Data and Processed Data to partners, suppliers and/or subcontractors of the Seller (i) having a need to have access to such data for the purpose (\*) stated below and (ii) being bound by confidentiality obligations,
- (6) to disclose Anonymous Data to partners, suppliers and/or subcontractors of the Seller for the purpose (\*) stated below.
- (7) to use and disclose to customers Anonymous Data (including after being complemented with additional sources of Anonymous Data) for the purpose (\*\*) stated below, and
- (8) to store Data, Processed Data and Anonymous Data.

(\*) Disclosure shall be for the purpose of further software and service development, helicopter improvement and expert analysis.

(\*\*) Trend monitoring, benchmarking services, report issuance, analyses and customer workshops for helicopter maturity.

Data, Anonymous Data and Processed Data may also be used for the purposes of supporting the Buyer subject to a specific agreement. Buyer remains solely and exclusively responsible for Buyer's Data exchanged. Buyer shall take any appropriate action in order to comply with the applicable laws and regulations, to ensure to the greatest extent possible that nothing in its Data contravenes public policy and such data is free from any virus, Trojan or the like.

- (b) **Data Confidentiality and Intellectual Property.** The Parties agree that any and all Data disclosed by Buyer or its designated entity to Helicopter Manufacturer and/or Seller shall be deemed confidential. Nevertheless, the Helicopter Manufacturer and/or Seller shall be entitled to disclose Data and Processed Data to the persons and entities and at the conditions described above. Anonymous Data (including after being complemented with additional sources of Anonymous Data) can however be used and disclosed by the Helicopter Manufacturer and/or Seller without being subject to any confidentiality limitations/obligations. Helicopter Manufacturer and/or Seller owns all foreground intellectual property and know-how, if any, generated by the outcome of the analysis of the Data, Processed Data and/or Anonymous Data.
- (c) **Data Related Liability.** Notwithstanding anything to the contrary in the Contract, the intent of data collection is not to analyze such data in order to detect/prevent potential incidents/accidents, Therefore, the Helicopter Manufacturer and/or Seller shall not be liable towards the Buyer as a result of the mere possession by the Helicopter Manufacturer and/or Seller of the Data or as the result of any exchange or analysis of information collected through the process.
- (d) **SaaS.** The Seller provides the Buyer at no additional cost with a package of one (1) year subscriptions to the following Services, as available depending on the helicopter's type, to be selected by the Buyer:
  - o Flight Perfo apps per delivered Helicopter;
  - o Connectivity Services basic per delivered Helicopter equipped with WACS hardware;
  - o Flight analyser basic per delivered Helicopter;

- Fleet monitoring per delivered Helicopter.

The subscription will be then automatically renewed for subsequent periods of one (1) year at the respective rates annually published by the Seller except if one of the Parties terminates the subscription no later than thirty (30) calendar days prior to the end of the current annual period by registered letter.

The Buyer hereby acknowledges and agrees that the Buyer and the Users shall abide by the AirbusWorld Terms of Use. The Buyer shall also ensure that all Users comply with the relevant AirbusWorld Terms of Use, available to the Buyer by the Seller upon request and downloadable in their latest version from the application.

Should the Buyer wish to delegate to a third party the access to the SaaS, the Buyer shall ask in writing an authorization that the Seller may accept or refuse at its sole discretion.

SaaS will be provided in English and is designed to perform the services as described in the service specification, available to the Buyer by the Seller upon request.

Data loaded via the SaaS are hosted on a cloud. The conditions of the data access and protection are described in the AirbusWorld Terms of Use. The Buyer declares to be fully aware of and authorizes expressly the Seller to store its Data on the cloud and also on secured data platform. Buyer's Data integrity is warranted as defined in the applicable conditions of the Seller's cloud service provider(s) available on the Seller's website when acceding to the SaaS. The Buyer undertakes to comply with the terms and conditions of the services provided by the Seller through its cloud provider(s). The Seller will choose the cloud provider(s) at its sole option and may change from time to time.

The Buyer remains solely and exclusively responsible for the Buyer's Data exchanged. The Buyer shall take any appropriate action in order to comply with the applicable laws and regulations, to ensure that none of the Buyer's Data exchanged contravene public policy and that they are free from any virus, Trojan or the like.

## Paragraph 13 - TERMINATION

### (a) Extraordinary Termination

Either Party may immediately terminate the Contract by notice in writing to the other Party if:

- (1) If either Party becomes insolvent or commits an act of bankruptcy or becomes bankrupt, or takes the benefit of any law that may be in force for bankrupt or insolvent debtors, or becomes involved in voluntary or involuntary winding-up or dissolution or liquidation proceedings, or if a receiver or receiver manager is appointed for all or any portion of a Party's property or if any steps are taken or any action or proceedings are instituted by a Party or any third party, including but not limited to, any court or governmental body of competent jurisdiction for the dissolution, winding-up or liquidation of such Party or its assets, then the other Party may terminate the Contract by written notice to the insolvent Party at any time and without prejudice to any other rights or remedies.

### (b) Termination for Default

In the event that either Party commits a material breach of its obligations under this Contract and fails to cure that breach within ninety (90) calendar days after receiving written notice of the breach, the other party may terminate this Contract immediately upon written notice to the party in breach.

In the case of termination for default, the following shall apply:

- (1) In case of default by Buyer:
  - Buyer shall reimburse Seller for all costs (including but not limited to raw materials, labor, overhead, storage and financial fees) incurred by Seller or which Seller could not avoid incurring (including termination indemnities, if any, under the contracts between Seller and its subcontractors or suppliers or under the second level contracts or subcontracts),
  - Buyer shall pay to Seller a termination indemnity equal to ten percent (10%) of the price as well as an indemnity equal to the damages sustained by Seller,
  - Buyer will indemnify Seller against any loss, damage or expense which it may sustain or incur as a consequence of the occurrence of any Buyer event of default under the Contract, and
  - Seller shall be entitled to retain any prior payments and/or deposits previously made by Buyer.
- (2) In case of default by Seller:
  - Seller shall return to Buyer any BFE/CFE remaining on its premises,
  - Seller shall refund Buyer, the amount of any payments received prior to such default, and
  - In the event of a multi Helicopter order, Seller shall be entitled to deliver the non-faulty Helicopter(s) and related Services, and shall be paid the corresponding price thereof.

## Paragraph 14 - LIABILITY

Notwithstanding any provision to the contrary in the Contract, the total and cumulative liability of Seller under the Contract, due to any and all causes whatsoever, whether based on breach of contract or in tort or otherwise, shall in no event exceed in aggregate an amount equivalent to ten percent (10%) of the total net Contract price.

The above limitation shall not apply in the event of gross negligence, willful misconduct, death or bodily injury.

Each Party shall be responsible for death or bodily injury arising to its own personnel, whatever the cause. The Parties therefore waive the right to any claim against the other in this respect, except if such death or bodily injury is caused by the gross negligence or willful misconduct of the other Party.

In no event shall the Parties be liable for any indirect, consequential, incidental, special or punitive damages of any kind, including, but not limited to, damages for any loss of use or profit, loss of assets, loss resulting from business disruption, loss of goodwill or loss of contractual opportunity by the other Party.

To the extent permitted at law, Seller's obligations and liabilities and Buyer's rights and remedies as set forth in the Contract are exclusive and are in replacement of any and all other remedies under law or otherwise.

## Paragraph 15 - GENERAL

- (a) In the event of any dispute, claim, question or disagreement arising from or relating to this Contract or the breach thereof, the Parties agree to use their best efforts to settle the dispute, claim, question or disagreement by meeting to pursue resolution through negotiation before resorting to litigation. This Contract and the rights of the Parties hereto shall in every respect be governed by and construed in accordance with the substantive laws of the State of Texas without regard to its conflict of law principles or reference to the laws of any other state or jurisdiction. Buyer hereby irrevocably consents and agrees that any legal proceeding arising out of or in connection with this Contract or the rights of the Parties hereto may be commenced and prosecuted to conclusion in Dallas, Dallas County, Texas.
- (b) Buyer shall neither assign any rights nor delegate any duty under this Contract without the prior written consent of Seller.
- (c) The signatory for Buyer hereby represents that he/she is Buyer's authorized representative and that Buyer is fully authorized and empowered to enter into this Contract and has full authority to perform the Terms and Conditions hereof. This Contract may be executed in multiple counterparts which together shall constitute the original hereof. The signature of either Party exchanged by facsimile transmission or electronically via email shall be binding to the same extent, and have the same force and effect, as the exchange of an original written signature.
- (d) The language of each provision of this Contract shall be construed as it relates to the entire agreement and accorded its fair meaning without regard to the person who drafted all or any part of this Contract.
- (e) If any part of this Contract shall be held by any court of competent jurisdiction to be illegal or unenforceable, the rest of this Contract shall not be affected and shall remain in full force and effect.
- (f) Nothing in this Contract shall constitute or create a joint venture, partnership, agency, or any similar relationship between Buyer and Seller. Neither Party will have the authority to enter into contracts on behalf of or bind the other in any respect. Buyer agrees to take such other action and to execute and deliver such agreements or other documents as may be reasonably necessary or desirable to carry out the purposes of the provisions of this Contract.
- (g) The provisions of the limited warranty, confidentiality, intellectual property, data exchange, and liability paragraphs of the Contract shall survive and continue to have effect after the termination or expiry for any reason whatsoever of the Contract.
- (h) No term or provision hereof will be considered waived by either Party, and no breach excused by either Party, unless such waiver or consent is in writing and signed by both Parties. No consent by either Party to, or waiver of, a breach by either Party, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different or subsequent breach by either Party.

## Paragraph 16 - MODIFICATIONS

This Contract supersedes all other agreements, written or oral, with respect to the understanding and agreement of the Parties. This Contract constitutes the final written expression of all the terms of this Contract and is the complete and exclusive statement of those terms. No modification or amendment, except for approved change order, made to the printed Terms and Conditions of this Contract shall be effective until both Parties shall have signified their acceptance thereto by separately initialing each modification or amendment. Any subsequent modification, amendment, or waiver to this Contract must be in writing and signified by both Buyer and Seller. In the event of any contradictions and/or discrepancies between the parts of the Contract, precedence shall be given in the following decreasing order:

- (1) Purchase Agreement
- (2) Terms and Conditions
- (3) Any other Exhibits, or annexes, in their order of appearance

## Paragraph 17 - REGULATORY RULES and EXPORT CONTROL

- I. The Parties hereby undertake to comply at all times with all applicable laws and regulations in particular and not limited to national and international anti-corruption, anti-money laundering and Export Regulations, as defined below (together "Regulatory Rules").
  - (a) The Products, goods, Parts, tooling, and data covered by this Contract may be subject to governmental rules and regulations including but not limited to the provisions of US Customs and Border Protection laws (Title 19 of the US Code) and regulations (Title 19 of the Code of Federal Regulations), the Export Administration Act of 1979 (50 USC 2401 et seq.), the Export Administration Regulations (EAR) promulgated thereunder (15 CFR 768-799), the US Arms Export Control Act (22 USC 2778 et seq.), the International Traffic in Arms Regulations (ITAR) (22 CFR 120-128 and 130), and non-U.S. export laws and regulations.

Buyer acknowledges that (1) these US statutes and regulations impose restrictions on the import from and export to countries outside the US of certain categories of goods, and data, (2) licenses from the US Department of State and/or the US Department of Commerce may be required before such goods, and data can be exported and in some cases, imported, (3) these licenses may impose additional restrictions on use and further disclosure of such goods and data, and (4) the export or disclosure of such goods and data to foreign persons is subject to these statutes, regulations, license requirements and restrictions regardless of whether the export occurs in the US or abroad. Notwithstanding the foregoing, the obligation to comply with such regulation shall survive any novation, assignment, or transfer of obligation between the Parties.
  - (b) The Buyer undertakes to provide truthful, accurate and complete information to the Seller such as may be required by the Seller from time to time to comply with its obligations pursuant to the Regulatory Rules, including but not limited to information on the Buyer's corporate structure and shareholding, and the source(s) of financing of the Contract. The Contract will only come into force once the Seller has received from the Buyer all required information and performed all necessary verifications pursuant to the Regulatory Rules and to the "Know your Customer" policy of the Seller. During Contract execution and performance, a failure by the Buyer to comply with the Regulatory Rules and/or b) Buyer becomes a Sanctioned Person and/or c) performance of either Party's obligations under the Contract would constitute a breach of Regulatory Rules and/or d) failure by the Buyer to timely provide all necessary information and/or cooperate with the Seller, shall entitle the Seller to terminate the Contract in accordance with the provisions of Paragraph 13 without any prior notice and liability whatsoever.
  - (c) Irrespective of the applicable Incoterm, if Products are exported directly to a country outside the United States, Seller will provide appropriate export customs documentation to Buyer or its designated freight forwarder. Buyer guarantees correct closure of the related customs procedure(s) in due time on leaving the United States or the country of dispatch. In case of non-compliance, Buyer shall be liable for any additional costs and charges imposed on Seller by the applicable tax authority.
  - (d) For the purposes of this Contract, the following terms have the following meanings:
    - (i) "Authorization(s)" means the approval to export, re-export, transfer or retransfer but not limited to, a governmental licence as may refer to an exemption, an exception, or an agreement issued by the relevant authority under Export Regulations.
    - (ii) "Export Regulations" means U.S., E.U. and any other applicable national export control, sanctions and embargoes laws and regulations issued by a Sanctions Authority or export control authority.
    - (iii) "Item" means hardware, software, technical data/technology(ies) and/or services.

- (iv) "Sanctions Authority" means the United States of America (including, without limitation, the Department of State, the Department of Commerce and the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury), the United Nations Security Council, the European Union, the United Kingdom or the government of any country with jurisdiction over the Parties.
- (v) "Sanctioned Person" means:
  - a. any natural or legal person in any list of sanctioned persons of any Sanctions Authority (including the list of Specially Designated Nationals (SDN) and Sectorial or Sanctions Identifications (SSI) list, as issued and administered by OFAC); or
  - b. any natural or legal person directly or indirectly owned or Controlled by any one or several person(s) designated under (a) above.

## II. Export Control

- a) Each Party commits to act in compliance with all applicable Export Regulations. The Buyer shall ensure that its supply chain and clients comply with Export Regulations when dealing with the Seller's Items.
- b) The Parties acknowledge that performance by the Seller of its obligations under the Contract shall remain subject to obtaining, and to the terms of, any required Authorization. The Seller shall not be held liable if an Authorization is not granted or is granted with limited conditions and/or with delay or if an Authorization that has been granted is amended, suspended, revoked or not renewed. Such event shall be considered as an Excusable Delay as defined in Paragraph 4. In addition, the Buyer is responsible to obtain the applicable Authorization for the re-export/re-transfer of any Seller's Product. Each Party agrees to provide to the other any declarations or certifications required by Export Regulations and all information necessary to obtain and to comply with any required license (including providing without delay duly completed and signed end-user statement/certificate). When the Products under the Contract are subject to Authorizations, the Buyer undertakes to abide by the content of the Authorizations, including specific end-use/end-user and provisions/conditions. Prior to any change in the end-use/end-user or transfer of Product to any third party, the Buyer shall notify the Seller thereof and follow the instructions given by the Seller.
- c) Should the Buyer be involved in ITAR Part 130 or 129, it is the Buyer liability to comply with the applicable Export Regulations. The Buyer is required to request for the Seller any applicable declaration as required by the Export Regulations. In the event the Buyer provides to the Seller any USML Items (e.g. return for repair) then the Buyer shall complete any required documentation as provided by the Seller.
- d) When the Buyer provides any Product to the Seller under the Contract, the Buyer shall ensure the required Authorization is obtained prior to the delivery. In addition, the Buyer shall provide in writing to the Seller each Product with all applicable export control classification(s) and the Authorization number when applicable.
- e) The Buyer acknowledges that the Seller's prior approval is required for the Buyer to access any controlled Item and that such access can be granted, refused or revoked at any time by the Seller. To access any controlled Item provided by the Seller, the Buyer shall complete and sign the template of compliance declaration for Third Party Export Controlled Items access control provided by the Seller.
- f) Each Party represents to the other as at the date hereof that neither it nor any of its natural or legal person that has Control over it is a Sanctioned Person. If at any time following the signature of the Contract, a Party or any of its natural or legal person that has Control over it becomes a Sanctioned Person or performance of a Party's obligations under the Contract would constitute a breach of Export Regulations (a "Sanctions Event"), the affected Party shall promptly notify the other Party and the Parties shall, to the extent permitted by applicable Export Regulations, consult with each other with a view to mitigating the effects of such Sanctions Event. Such consultation is without prejudice to the right of either Party to suspend its obligations under the Contract, including to the right of the Seller to deny the access to any digital tool or system when applicable, at any time following the occurrence of a Sanctions Event.

## Exhibits

- A Airbus Terms & Conditions
- B Signature Page**
- C LPP Identification Form
- D Price Schedule
- E VOSBP Tracking ID Form
- F Certificate of Interested Parties
- G Trade-In Acceptance Conditions
- H Airframe Warranty
- I Safran Arriel 2D Engine Warranty

007 - SIGNATURE PAGE

By submitting an offer, electronically, Offeror represents that:

(s)he is authorized to bind Offeror to fully comply with the terms and conditions of City's Request for Offer 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;

Offeror 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.

Complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your offer.

Offeror Information  
Please Print or Type

Bidder Information  
Please Print or Type

Vendor ID No.	<u>V1040701</u>
Signer's Name	<u>Laura Bowers</u>
Name of Business	<u>Airbus Helicopters, Inc.</u>
Street Address	<u>2701 N. Forum Drive</u>
City, State, Zip Code	<u>Grand Prairie, Texas 75052</u>
Email Address	<u>laura.bowers@airbus.com</u>
Telephone No.	<u>972-641-5290</u>
Fax No.	<u>972-641-3799</u>
City's Solicitation No.	<u>RFO 6100015694</u>



Signature of Person Authorized to Sign Bid

## Exhibits

- A Airbus Terms & Conditions
- B Signature Page
- C LPP Identification Form**
- D Price Schedule
- E VOSBP Tracking ID Form
- F Certificate of Interested Parties
- G Trade-In Acceptance Conditions
- H Airframe Warranty
- I Safran Arriel 2D Engine Warranty



**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:  N/A  %

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 6100015694

**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:		
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent: 720		
Is Business headquartered within the incorporated San Antonio city limits? (circle one)	Yes	<input type="radio"/> No
Has the business been headquartered in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	<input type="radio"/> No
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):**

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:		
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent: 720		
Is the business located in the incorporated San Antonio city limits? (circle one)	Yes	<input type="radio"/> No
Has the business been located in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	<input type="radio"/> No
Are at least 100 full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	<input type="radio"/> 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	<input type="radio"/> 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	<input type="radio"/> 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:

Laura Bowers  
(Print Name) Authorized Representative of Bidder / Respondent

  
(Signature) Authorized Representative of Bidder / Respondent

Sr. Director Contracts  
Title

1-12-23  
Date

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

## Exhibits

- A Airbus Terms & Conditions
- B Signature Page
- C LPP Identification Form
- D Price Schedule**
- E VOSBP Tracking ID Form
- F Certificate of Interested Parties
- G Trade-In Acceptance Conditions
- H Airframe Warranty
- I Safran Arriel 2D Engine Warranty

**ATTACHMENT C - PRICE SCHEDULE**

**BIDDER MUST FILL IN THE FOLLOWING:**

**Answer all questions contained below and attach as Attachment C in electronic offer.**

All bid prices shall have two decimal places.

**All section numbers provided in this Price Schedule are for reference purposes only. Offerors are required to meet all applicable requirements and specifications for all line items as listed in Section 004 – SPECIFICATIONS / SCOPE OF SERVICES.**

ITEM 1	SINGLE ENGINE TURBINE HELICOPTER - AIRBUS H125 as specified in Section 004 Specifications			
DESCRIPTION	QUANTITY 1	UNIT PRICE	EXTENDED PRICE (QUANTITY X UNIT PRICE)	
4.2.1 <b>A</b>	<b>Helicopter:</b>	2023 H125	\$3,530,634.00	\$3,530,634.00
		2024 H125	\$3,739,066.00	\$3,739,066.00
		2026 H125	\$3,954,460.00	\$3,954,460.00
	Make & Model Offered:	Airbus Helicopters Inc. AS350B3 (H125)		
	Number of blades:	3		
	Number of seats:	Specify Color Option (s): <u>Gray</u>		
4.2.6	Delivery  Warranty:	Delivery shall be made within <u>285</u> calendar days after receipt of order. <small>AHI's standard Airframe Warranty: 3 years/2000 hours with 1 year labor - Reference Exhibit                      Safran's standard Engine Warranty: 3 years/2000 hours with no labor or shipping - Reference Exhibit                      AHI and Safran have provided pricing for the additional warranty requirements in the RFO. Reference Section 5.1 Pricing Preamble for additional pricing. SAPD may elect not to purchase at their discretion.</small>		
4.2.9  <b>A</b>	<b>Anticipated Modifications</b>	Yes _____ No _____		
	If Yes, List:	Not applicable		
	If Yes, Estimated implementation date:	Not applicable		
	<b>If Yes, list estimated cost, of each modification separately, if any</b>		\$ 0.00	\$ 0.00
4.2.10	<b>Certifications Included:</b>			
	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 C - PRICE SCHEDULE**

	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE (QUANTITY X UNIT PRICE)	
4.2.11	Other:	Not applicable			
	Anticipated Airworthiness Directives Met at Delivery.	Yes _____ No _____			
	List any Airworthiness Directives. If none, state None.	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.			
<b>A</b>	<b>Estimated Cost of Compliance with Anticipated Airworthiness Directives, if any:</b>	1 Each	\$ 0.00	\$ 0.00	
4.2.12 <b>A</b>	<b>SAPD Helicopter Custom Graphic- Attachment F, herein</b>	The price is for the 3-color exterior paint by Metro Aviation Inc. & SAPD's Custom Graphic.	1 Each	2023 - \$34,960 2024 - \$36,386 2026 - \$38,205	\$ 2023 - \$34,960 2024 - \$36,386 2026 - \$38,205
4.2.15	Specify Warranty period:	AHI's standard Airframe Warranty: 3 years/2000 hours with 1 year labor - Reference Exhibit Safran's standard Engine Warranty: 3 years/2000 hours with no labor or shipping - Reference Exhibit AHI and Safran have provided pricing for the additional warranty requirements in the RFO. Reference Section 5.1 Pricing Preamble for additional pricing. SAPD may elect not to purchase at their discretion.			
<b>A.1</b>	<b>TOTAL HELICOPTER (Add all A-sections above)</b>			2023 - \$3,565,594.00 \$ 2024 - \$3,775,452.00 2026 - \$3,992,665.00	

ITEM #	SPECIFICATION SECTION NO.	DESCRIPTION	QUANTITY	YEAR 2023 HELICOPTER H125 AHI UNIT PRICE	YEAR 2024 HELICOPTER H125 AHI UNIT PRICE	YEAR 2026 HELICOPTER H125 AHI UNIT PRICE
1	4.3.2	STANDARD BASIC AIRCRAFT <b>TOTAL A.1 ABOVE</b>	1	\$ 3,565,594.00	\$ 3,775,452.00	\$ 3,992,665.00
2	4.3.3	STANDARD AIRCRAFT AVIONICS -INCLUDED	1	\$ 0.00	\$ 0.00	\$ 0.00
3	4.3.4	ADDITIONAL AIR FRAME EQUIPMENT	1	\$ 607,638.00	\$ 634,438.00	\$ 665,283.00
4	4.3.5	MISSION EQUIPMENT	1	\$ 476,195.00	\$ 498,972.00	\$ 643,915.00
5	4.3.6	ADDITIONAL AVIONICS	1	\$ 753,311.00	\$ 790,569.00	\$ 830,085.00
6	4.3.7	STANDARD FACTORY INSTALLED OPTION - INCLUDED	1	\$ 0.00	\$ 0.00	\$ 0.00
7	4.3.8	STANDARD AHI INSTALLED OPTION – INCLUDED	1	\$ 0.00	\$ 0.00	\$ 0.00
8	4.3.9	STANDARD AHI INSTALLED OPTION	1	\$ 0.00	\$ 0.00	\$ 0.00
9	4.4	CNC TECHNOLOGIES H125 AIRBORNE SYSTEM	1	\$ 1,503,968.00	\$ 1,573,698.00	\$ 1,652,693.00
<b>A.2 A.3 A.4</b>	<b>TOTAL HELICOPTER PRICE PER YEAR TOTAL (ITEMS 1-9)</b>			<b>(A.2)</b> \$ 6,906,706.00	<b>(A.3)</b> \$ 7,273,129.00	<b>(A.4)</b> \$ 7,784,641.00

<b>4.5.2</b>	<b>2023 TRADE-IN CREDIT</b> For: 2013 Model EC120B Airbus Helicopter- Helicopter - Serial # 1683 Registration: N573AG Total Time: 7413.6 as of 10/24/2022	Enter Total Time Provided by City  <u>7413.6 hours</u>  Date: <u>10 / 24 /2022</u>	<b>2023 TRADE-IN CREDIT</b>  \$ <u>450,000.00</u>
--------------	--	--	---

<b>4.5.2</b>	<b>2024-TRADE-IN CREDIT</b> For: 2013 Model EC120B Airbus Helicopter- Helicopter - Serial # 1686 Registration: N820PM Total Time: 6167.3 hours as of 10/24/2022	Enter Total Time Provided by City  <u>6167.3 hours</u>  Date: <u>10 / 24 /2022</u>	<b>2024 TRADE-IN CREDIT</b>  \$ <u>200,000.00</u>
--------------	--	--	---

<b>4.5.2</b>	<b>2026-TRADE-IN CREDIT</b> For: 2015 Model EC120B Airbus Helicopter- Helicopter - Serial # 1688 Registration: N520DT Total Time: 4199.8 hours as of 10/24/2022	Enter Total Time Provided by City  <u>4199.8 hours</u>  Date: <u>10 / 24 /2022</u>	<b>2026 TRADE-IN CREDIT</b>  \$ <u>200,000.00</u>
--------------	--	--	---



**ATTACHMENT C - PRICE SCHEDULE**

	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE (QUANTITY X UNIT PRICE)
4.6.1	<b>FIRST &amp; SECOND PROGRESS INSPECTIONS - TRAVEL EXPENSES:</b> *For 3 people per inspection: First inspection/PDR and Second inspection at 1/2 completion with 3 nights stay For 3 people at:			
	<b>TRAVEL COSTS</b>			
	Round Trip Airfare—Coach per Person	*6 Each	\$ 520.00	\$ 3,120.00
	Hotel per Person 1st - 3 X 3 Nights 2nd - 3 X 3 Nights	Total of 6 people X 3 nights ea = 18 total # of nights 18 Nights -17 Each (Per Night)-	\$ 98.00	\$ 1,764.00
	Meal Per Diem/per Student/per Day/per Trip (1.5 Days Per Trip)	Fill in the current GSA rate	17 Days \$ 59.00 /Day	\$ 1,003.00
	Car Rental	Total # of cars per page 15, 4.6.1 (table) of the RFO is 4. 4 Cars 2 Cars-- 3 Days	\$ 85.00 /Car/Day	\$ 1,020.00
	Provide Inspection Location:	Metro Aviation Inc.'s facility in Shreveport, LA		
<b>C</b>	<b>Travel Cost Total: (First &amp; Second Progress Inspections)</b>			\$ 6,909.00
4.6.1	<b>THIRD PROGRESS INSPECTIONS - TRAVEL EXPENSES:</b> For 7 people at: Third inspection – Acceptance and delivery with 3 nights stay **Airfare for Acceptance will not apply for 2 City mechanics driving a City truck to location.			
<b>C</b>	<b>TRAVEL COSTS</b>			
	Round Trip Airfare—Coach per Person	**5 Each	\$ 520.00	\$ 2,600.00
	Hotel per Person 7 People X 3 Nights	Total of 7 people X 3 nights ea = 21 total # of nights 7 Each Person	\$ 98.00 per Night	\$ 2,058.00
	Meal Per Diem/per Student/per Day/per Trip (1.5 Days Per Trip)	Fill in the current GSA rate	21 Days \$ 59.00 /Day	\$ 1,239.00
	Car Rental	Total # of cars per page 15, 4.6.1 (table) of the RFO is 3. 3 Cars 2 Cars 3 Days	\$ 85.00 /Car/Day	\$ 765.00
	Provide Location:	Metro Aviation Inc.'s facility in Shreveport, LA		
<b>C</b>	<b>Travel Cost Total: (Third Progress Inspections)</b>			\$ 6,662.00

# Aircraft #1

	DESCRIPTION		QUANTITY	UNIT PRICE	EXTENDED PRICE (QUANTITY X UNIT PRICE)
4.7.2 <b>B</b>	<b>Initial H125 Transition Training course for 2 students.</b> Price Per Student.	Number of training Days if greater than 3: <u>5</u> .	2 Each	\$ included in standard training	\$ included in standard training
<b>C</b>	<b>TRAVEL COSTS</b>				
	Round Trip Airfare—Coach per Student		2 Each	\$ 650.00	\$ 1,300.00
	Hotel per student		2 Each	\$ 160.00	\$ 1,920.00
	Meal Per Diem/Student per Trip (1.5 Days Per Trip) <small>Price is for a total of 6 days</small>	Fill in the current GSA rate	2 Students	\$ <u>70.00</u> /Day	\$ 840.00
	Car Rental		2 Car	\$ <u>127.00</u> /Car/Day	\$ 1,524.00
<b>C</b>	<b>Travel Cost Total:</b>				\$ 5,584.00
4.7.4 <b>B</b>	<b>Additional Mechanic airframe maintenance training courses for 2 students.</b> Price Per Student.	Number of training days <u>15</u> . <small>includes engine; doesn't include 5 weekend days</small>	2 Each	\$ 10,273.00	\$ 20,546.00
<b>C</b>	<b>TRAVEL COSTS</b>				
4.7.3 4.7.4	Round-trip Airfare—Coach per Student	Mechanic (1 Each) Additional Mechanic (2 Each)	3 Each	\$ 650.00	\$ 1,950.00
4.7.3 4.7.4	Hotel per Student	Mechanic (1 Each) Additional Mechanic (2 Each)	3 Each	\$ 160.00/night	\$ 9,600.00
	Meal Per Diem/Student per Trip (1.5 Days Per Trip) <small>Price is for a total of 20 days</small>	Fill in the current GSA rate	3 Students	\$ <u>70.00</u> /Day	\$ 4,200.00
	Car Rental		2 Cars	\$ <u>127.00</u> /Car/Day	\$ 5,080.00
<b>C</b>	<b>Travel Cost Total:</b>				\$ 20,830.00

	DESCRIPTION	SUPPLIER OFFER	QUANTITY	UNIT PRICE	EXTENDED PRICE (QUANTITY X UNIT PRICE)	
4.7.5 B	<b>RECURRENCY FLIGHT TRAINING COURSES FOR 20 STUDENTS 1 to 12-months after delivery of helicopter</b> Price per Student.	Ground & Flight Course  Number of training days <u>3</u>	20 Each	\$ 13,367.00	\$ 267,347.00	
C	<b>TRAVEL COSTS</b>					
	Round-trip Airfare—Coach per Student		20 Each	\$ 650.00	\$ 13,000.00	
	Hotel per student	4 nights per student	20 Each	\$ 160.00/day/student	\$ 12,800.00	
	Meal Per Diem/Student per Trip (1.5 Days Per Trip) <small>Price is for a total of 4 days</small>	Fill in the current GSA rate	20 Students	\$ <u>70.00</u> /Day	\$ 5,600.00	
	Car Rental		10 Cars	\$ <u>127.00</u> /Car/Day	\$ 5,080.00	
C	<b>Travel Cost Total</b>					\$ 36,480.00
4.7.6 B	<b>RECURRENCY FLIGHT TRAINING COURSES FOR 20 STUDENTS 12-24 MONTHS first delivery of helicopter</b> Price per Student.	Ground & Flight Course  Number of training days <u>3</u>	20 Each	\$ 13,898.00	\$ 277,960.00	
C	<b>TRAVEL COSTS</b>					
	Round-trip Airfare—Coach per Student		20 Each	\$ 650.00	\$ 13,000.00	
	Hotel per student		20 Each	\$ 163.00/day/student	\$ 13,040.00	
	Meal Per Diem/Student per Trip (1.5 Days Per Trip) <small>Price is for a total 4 days</small>	Fill in the current GSA rate	20 Students	\$ <u>74</u> /Day	\$ 5,920.00	
	Car Rental		10 Cars	\$ <u>130.00</u> /Car/Day	\$ 5,200.00	
C	<b>Travel Cost Total</b>					\$ 37,160.00

# Aircraft #2

	DESCRIPTION		QUANTITY	UNIT PRICE	EXTENDED PRICE (QUANTITY X UNIT PRICE)
4.7.2 <b>B</b>	<b>Initial H125 Transition Training course for 2 students.</b> Price Per Student.	Number of training Days if greater than 3: <u>5</u> .	2 Each	\$ included with purchase price	\$ included with purchase price
<b>C</b>	<b>TRAVEL COSTS</b>				
	Round Trip Airfare—Coach per Student		2 Each	\$ 650.00	\$ 1,300.00
	Hotel per student		2 Each	\$ 163.00	\$ 1,956.00
	Meal Per Diem/Student per Trip (1.5 Days Per Trip) <small>Price if for a total of 6 days</small>	Fill in the current GSA rate	2 Students	\$ <u>74.00</u> /Day	\$ 888.00
	Car Rental		2 Car	\$ <u>130.00</u> /Car/Day	\$ 1,560.00
<b>C</b>	<b>Travel Cost Total:</b>				\$ 5,704.00
4.7.4 <b>B</b>	<b>Additional Mechanic airframe maintenance training courses for 2 students.</b> Price Per Student.	Number of training days <u>15</u> . <small>includes engine; doesn't include 5 weekend days</small>	2 Each	\$ 10,401.00	\$ 20,802.00
<b>C</b>	<b>TRAVEL COSTS</b>				
4.7.3 4.7.4	Round-trip Airfare—Coach per Student	Mechanic (1 Each) Additional Mechanic (2 Each)	3 Each	\$ 650.00	\$ 1,950
4.7.3 4.7.4	Hotel per Student	Mechanic (1 Each) Additional Mechanic (2 Each)	3 Each	\$ 163.00/night	\$ 9,780.00
	Meal Per Diem/Student per Trip (1.5 Days Per Trip) <small>Price is for a total of 20 days</small>	Fill in the current GSA rate	3 Students	\$ <u>74.00</u> /Day	\$ 4,440.00
	Car Rental		2 Cars	\$ <u>130.00</u> /Car/Day	\$ 5,200.00
<b>C</b>	<b>Travel Cost Total:</b>				\$ 21,370.00

	DESCRIPTION	SUPPLIER OFFER	QUANTITY	UNIT PRICE	EXTENDED PRICE (QUANTITY X UNIT PRICE)	
4.7.5 <b>B</b>	<b>RECURRENCY FLIGHT TRAINING COURSES FOR 20 STUDENTS 1 to 12-months after delivery of helicopter</b> Price per Student.	Ground & Flight Course  Number of training days <u>3</u>	20 Each	\$ 13,898.00	\$ 277,960.00	
<b>C</b>	<b>TRAVEL COSTS</b>					
	Round-trip Airfare—Coach per Student		20 Each	\$ 650.00	\$ 13,000.00	
	Hotel per student	4 nights per student	20 Each	\$ 163.00/day/student	\$ 13,040.00	
	Meal Per Diem/Student per Trip (1.5 Days Per Trip) Price is for a total of 4 days	Fill in the current GSA rate	20 Students	\$ <u>74.00</u> /Day	\$ 5,920.00	
	Car Rental		10 Cars	\$ <u>130.00</u> /Car/Day	\$ 5,200.00	
<b>C</b>	<b>Travel Cost Total</b>					\$ 37,160.00
4.7.6 <b>B</b>	<b>RECURRENCY FLIGHT TRAINING COURSES FOR 20 STUDENTS 12-24 MONTHS first delivery of helicopter</b> Price per Student.	Ground & Flight Course  Number of training days <u>3</u>	20 Each	\$ 15,045.00	\$ 300,900.00	
<b>C</b>	<b>TRAVEL COSTS</b>					
	Round-trip Airfare—Coach per Student		20 Each	\$ 650.00	\$ 13,000.00	
	Hotel per student		20 Each	\$ 166.00/day/student	\$ 13,280.00	
	Meal Per Diem/Student per Trip (1.5 Days Per Trip) Price is for a total of 4 days	Fill in the current GSA rate	20 Students	\$ <u>78.00</u> /Day	\$ 6,240.00	
	Car Rental		10 Cars	\$ <u>134.00</u> /Car/Day	\$ 5,360.00	
<b>C</b>	<b>Travel Cost Total</b>					\$ 37,880.00

# Aircraft #3

	DESCRIPTION		QUANTITY	UNIT PRICE	EXTENDED PRICE (QUANTITY X UNIT PRICE)
4.7.2 <b>B</b>	<b>Initial H125 Transition Training course for 2 students.</b> Price Per Student.	Number of training Days if greater than 3: <u>5</u> .	2 Each	\$ included with purchase price	\$ included with purchase price
<b>C</b>	<b>TRAVEL COSTS</b>				
	Round Trip Airfare—Coach per Student		2 Each	\$ 650.00	\$ 1,300.00
	Hotel per student		2 Each	\$ 166.00	\$ 1,992.00
	Meal Per Diem/Student per Trip (1.5 Days Per Trip) <small>Price is for a total of 6 days</small>	Fill in the current GSA rate	2 Students	\$ <u>78.00</u> /Day	\$ 936.00
	Car Rental		2 Car	\$ <u>134.00</u> /Car/Day	\$ 1,608.00
<b>C</b>	<b>Travel Cost Total:</b>				\$ 5,836.00
4.7.4 <b>B</b>	<b>Additional Mechanic airframe maintenance training courses for 2 students.</b> Price Per Student.	Number of training days <u>15</u> . <small>includes engine; doesn't include 5 weekend days</small>	2 Each	\$ 10,713.00	\$ 21,426.00
<b>C</b>	<b>TRAVEL COSTS</b>				
4.7.3 4.7.4	Round-trip Airfare—Coach per Student	Mechanic (1 Each) Additional Mechanic (2 Each)	3 Each	\$ 650.00	\$ 1,950.00
4.7.3 4.7.4	Hotel per Student	Mechanic (1 Each) Additional Mechanic (2 Each)	3 Each	\$ 166.00/night	\$ 9,960.00
	Meal Per Diem/Student per Trip (1.5 Days Per Trip) <small>Price is for a total of 20 days</small>	Fill in the current GSA rate	3 Students	\$ <u>78.00</u> /Day	\$ 4,680
	Car Rental		2 Cars	\$ <u>134.00</u> /Car/Day	\$ 5,360.00
<b>C</b>	<b>Travel Cost Total:</b>				\$ 21,950.00

	DESCRIPTION	SUPPLIER OFFER	QUANTITY	UNIT PRICE	EXTENDED PRICE (QUANTITY X UNIT PRICE)	
4.7.5 B	<b>RECURRENCE FLIGHT TRAINING COURSES FOR 20 STUDENTS 1 to 12-months after delivery of helicopter</b> Price per Student.	Ground & Flight Course  Number of training days <u>3</u>	20 Each	\$ 15,045.00	\$ 300,900.00	
C	<b>TRAVEL COSTS</b>					
	Round-trip Airfare—Coach per Student		20 Each	\$ 650.00	\$ 13,000.00	
	Hotel per student	4 nights per student	20 Each	\$ 166.00/day/student	\$ 13,280.00	
	Meal Per Diem/Student per Trip (1.5 Days Per Trip) <i>Price is for a total of 4 days</i>	Fill in the current GSA rate	20 Students	\$ <u>78.00</u> /Day	\$ 6,240.00	
	Car Rental		10 Cars	\$ <u>134.00</u> /Car/Day	\$ 5,360.00	
C	<b>Travel Cost Total</b>					\$ 37,880.00
4.7.6 B	<b>RECURRENCE FLIGHT TRAINING COURSES FOR 20 STUDENTS 12-24 MONTHS first delivery of helicopter</b> Price per Student.	Ground & Flight Course  Number of training days <u>3</u>	20 Each	\$ 15,646.00	\$ 312,920.00	
C	<b>TRAVEL COSTS</b>					
	Round-trip Airfare—Coach per Student		20 Each	\$ 650.00	\$ 13,000.00	
	Hotel per student		20 Each	\$ 170.00/day/student	\$ 13,600.00	
	Meal Per Diem/Student per Trip (1.5 Days Per Trip) <i>Price is for a total of 4 days</i>	Fill in the current GSA rate	20 Students	\$ <u>81.00</u> /Day	\$ 6,480.00	
	Car Rental		10 Cars	\$ <u>134.00</u> /Car/Day	\$ 5,520.00	
C	<b>Travel Cost Total</b>					\$ 38,600.00



**ATTACHMENT C - PRICE SCHEDULE**

	DESCRIPTION	SUPPLIER OFFER			
4.8	Demonstrations compliance: Minimum 5 days and Maximum of 10 days.	Yes _____ No _____		<u>5</u> Minimum	<u>10</u> Maximum
	Dealer Name:	Airbus Helicopters, Inc.			
	Address:	2701 N Forum Drive, Grand Prairie, Texas 75052			
	<b>BID TOTALS</b>				<b>EXTENDED PRICE (QUANTITY X UNIT PRICE)</b>
	Specify Prompt Payment Discount or NA	<u>0</u> % <u>0</u> Days (If no discount, Net 30 shall apply.)			
<b>B.1</b>	<b>Year2023-Total Training Cost: (Add all B Totals Above)</b>				\$ 565,853.00
<b>C.1</b>	<b>Year 2023- Total Travel Cost: (Add all C Totals Above)</b>				\$ 113,623.00
<b>D.1</b>	<b>Year 2023 Total Bid includes: (A.2) Year 2023 Helicopter (B.1) Training (C.1) Travel</b>			<b>TOTAL (Add A.2+B.1+C.1)</b>	\$ 7,586,182.00
<b>D.2</b>	<b>Year 2024 Total Bid includes: (A.3) Year 2024 Helicopter (B.1) Training (C.1) Travel</b>	<b>2024</b> Training \$ 599,853.00 Travel \$ 115,683.00		<b>TOTAL (Add A.3+B.1+C.1)</b>	\$ 7,988,474.00
<b>D.3</b>	<b>Year 2026:Total Bid includes: (A.4) Year 2026 Helicopter (B.1) Training (C.1) Travel</b>	<b>2026</b> Training \$ 635,246.00 Travel \$ 117,835.00		<b>TOTAL (Add A.4+B.1+C.1)</b>	\$ 8,537,722.00

## Exhibits

- A Airbus Terms & Conditions
- B Signature Page
- C LPP Identification Form
- D Price Schedule
- E VOSBP Tracking ID Form**
- F Certificate of Interested Parties
- G Trade-In Acceptance Conditions
- H Airframe Warranty
- I Safran Arriel 2D Engine Warranty

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

SOLICITATION NAME/NUMBER: RFO 0100015694

Name of Respondent:	Airbus Helicopters, Inc.	
Physical Address:	2701 N. Forum Drive	
City, State, Zip Code:	Grand Prairie, Texas 75052	
Phone Number:	972-641-0000	
Email Address:		
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	<input checked="" type="radio"/> No
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	<input checked="" type="radio"/> No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Dollar Amount		

Is Respondent subcontracting with a business that is certified as a VOSB? (circle one)	Yes	<input checked="" type="radio"/> No
Name of <b>SUBCONTRACTOR</b> Veteran-Owned Small Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is <b>SUBCONTRACTOR</b> certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the SBA Certification #		
If not certified by the SBA, is <b>SUBCONTRACTOR</b> certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the name of the entity who has certified <b>SUBCONTRACTOR</b> as a VOSB. Include any identifying certification numbers.		
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 Veteran-Owned Small Business Program Tracking 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 Program Tracking Form may be investigated and I hereby give my full permission for any such investigation. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

BIDDER/RESPONDENT'S FULL NAME:

Laura Bowers  
(Print Name) Authorized Representative of Bidder/Respondent

Laura Bowers  
(Signature) Authorized Representative of Bidder/Respondent

Sr. Director Contracts  
Title

1-12-23  
Date

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

## Exhibits

- A Airbus Terms & Conditions
- B Signature Page
- C LPP Identification Form
- D Price Schedule
- E VOSBP Tracking ID Form
- F Certificate of Interested Parties**
- G Trade-In Acceptance Conditions
- H Airframe Warranty
- I Safran Arriel 2D Engine Warranty

## Exhibits

- A Airbus Terms & Conditions
- B Signature Page
- C LPP Identification Form
- D Price Schedule
- E VOSBP Tracking ID Form
- F Certificate of Interested Parties
- G Trade-In Acceptance Conditions**
- H Airframe Warranty
- I Safran Arriel 2D Engine Warranty

## Acceptance Conditions for **Airbus Helicopters ♦ Model EC120B ♦ Serial No. 1683 ♦ N573AG ♦ Mfg. Yr. 2013**

1. The helicopter must be in a flyable airworthy condition, with US registration, a standard category airworthiness certificate, and a clear title.
2. Trade-in acceptance shall be at the San Antonio Police Department's ("SAPD") Air Wing Operations in San Antonio, Texas unless another location is mutually agreed upon by both parties.
3. The time, cycle, and Delivery Affidavit per Exhibit B shall be completed by the San Antonio Police Department at the time of asset transfer.
4. Installed or removed, loose equipment, and additional tools or parts shall be as per exhibit A.
5. Component Status: As provided to Airbus Helicopters, Inc. ("AHI") by SAPD as part of Solicitation Number RFO 6100015694 dated December 12, 2022, adjusted as follows:
  - a. Aircraft total time ~7,414 hours;
  - b. The total time of the aircraft at the time of trade-in acceptance shall not exceed 9,115 hours unless mutually agreed upon by the parties.
  - c. Parts and/or components replaced for scheduled or unscheduled events after 7,414 hours total time due to failure, TBO, or SLL expiry shall be replaced with Time-Since-New (TSN) or Time-Since-Overhaul (TSO) "0" OEM parts.
  - d. The trade-in credit offered is conditional on the following being completed during the latency period between the solicitation release and trade-in transfer of the used trade-in EC120B:
    - i. Arrius 2F engine overhauled (with full next OH potential) – includes new fuel injector manifolds (<115 hours TSO projected).
    - ii. Tail rotor blades (8 each) replaced (projected to have <615 hours TSN)
    - iii. M/R Servos (1 projected to have <315 hours TSN and 2 projected to have <200 hours TSO)
    - iv. Starter Generator (projected to have <1035 hours TSO)
    - v. FDC AeroFilter (projected to have <115 hours TSN)
    - vi. T/R D/S Bearing (projected to have <115 hours TSN)
    - vii. Air conditioning belt replaced (projected to have <315 hours TSN)
  - e. The hours since overhaul or replacement under 5.d. are general estimates and AHI reserves the right to re-evaluate and adjust the trade-in credit should there be significant disparities.
6. All applicable airframe, accessory, and engine FAA Airworthiness Directives and Mandatory Airframe Service and Engine Service Directives shall be complied with, up-to-date, and appropriately documented on a compliance record with an authorized sign-off for each.
7. Any and all non-type certificated installations shall have appropriate and approved Civil Air Authority certification and must be functional and airworthy. Continuous Air Worthiness documentation, including but not limited to inspection requirements, user guides, maintenance instructions, and parts lists, shall be supplied to AHI at the time of acceptance.
8. All airframe and engine inspections shall be current, and aircraft shall be delivered to AHI under the standard OEM inspection programs. All inspections greater than or equal to 1 year or 100 hours shall be up-to-date with a minimum of 11 months and 95 hours remaining till the next due date, or time. No inspections or components are to be on tolerance or margin. An updated status run report (including inspections and components) shall be provided upon the day of acceptance.
9. All aircraft covers, ground/blade tie-downs, serviceable ground handling wheels, and fly-away gear shall be provided to AHI.
10. Excluding items detailed in 5.d. above, no service life or overhaul limited part or component shall be in tolerance; all service life or overhaul limited parts and/or components shall have a minimum of 200 hours, 1 year, 300 landings, or 300 cycles remaining.



11. All records for flight and maintenance shall be continuous and provided to AHI. All parts shall have original certification/airworthiness documents.
12. Any removed equipment must be properly documented with an appropriate FAA Form 337 and the Equipment List/Weight & Balance Updated accordingly.
13. At SAPD's expense, the following shall be accomplished at the time of acceptance and must be found satisfactory:
  - a. Engine borescope and compressor inspection - \*no FOD, Cracks, or "Burn through shall be accepted; any finding that require additional repetitive inspections shall be cause for rejection;
  - b. Chip Plugs and Filters shall show no signs of metal (last 300 hours of Oil Sampling with Reports preferred);
  - c. Functional ground and flight check;
  - d. Avionics and systems operational/functional checks;
  - e. Engines Power Check; engine shall not be marginal.
  - f. Updated Aircraft Equipment List and Weight/Balance.

**NOTE:** SAPD shall provide technical and pilot support for the acceptance activities, but AHI reserves the right to have an AHI contracted pilot fly the helicopter for the purposes of the acceptance flight at AHI's sole discretion.

14. Any non-compliant items will be corrected at SAPD's expense prior to acceptance by AHI and the issuance of credit towards the new aircraft purchase invoice.

**AIRBUS HELICOPTERS' ACCEPTANCE:**

All items have been reviewed and/or accomplished and are considered accepted with deviations and/or exceptions as detailed in "Notes" below.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

NOTES and/or DISCREPANCIES: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**POWER CHECK RESULTS:**

Location of A/C: \_\_\_\_\_

A/C Total Hours: \_\_\_\_\_

Hobbs Meter Hours: \_\_\_\_\_

Landings: \_\_\_\_\_

Engine Serial No: \_\_\_\_\_

Total Time: \_\_\_\_\_

Ng Total Cycles: \_\_\_\_\_

Np Total Cycles: \_\_\_\_\_

OAT: \_\_\_\_\_

Pressure Altitude: \_\_\_\_\_

Rotor Speed: \_\_\_\_\_

Ng: \_\_\_\_\_

Torque: \_\_\_\_\_

Temperature: \_\_\_\_\_

Margin Estimate: \_\_\_\_\_

## Exhibit A

### Configuration/Equipment as to be transferred

\*Items high-lighted in      will be removed by SAPD prior to transfer to AHJ.

AIRCRAFT TYPE: EC120B		SAN ANTONIO POLICE DEPARTMENT		SERIAL NUMBER: 1683				
REF DATA	DESCRIPTION	COMPONENT SERIAL NUMBER	WEIGHT		ARM		MOMENT	
			(Kg)	(lb.)	(m)	(in.)	(m.Kg)	(lb. in.)
<b>INSTALLATIONS ACCOMPLISHED AT MANUFACTURING, EUROCOPTER FRANCE</b>								
	L/H SLIDING DOOR		(INSTALLED BY MANUFACTURER, ECF)					
	ENERGY ATTENUATING SEATS & HARNESSSES		(INSTALLED BY MANUFACTURER, ECF)					
	CABIN HEATING & DEMISTING SYSTEM		(INSTALLED BY MANUFACTURER, ECF)					
	LONG BOARDING ACCESS STEPS		(INSTALLED BY MANUFACTURER, ECF)					
	HIGH SKID GEAR		(INSTALLED BY MANUFACTURER, ECF)					
	DUAL CONTROLS		(INSTALLED BY MANUFACTURER, ECF)					
	GROUND POWER RECEPTACLE		(INSTALLED BY MANUFACTURER, ECF)					
	WARNING PANEL, NVG (0221863106)	0008	(INSTALLED BY MANUFACTURER, ECF)					
	VEMD, NVG (Pn: B19030WB05)	8197	(INSTALLED BY MANUFACTURER, ECF)					
	COMFORT CABIN LAYOUT		(INSTALLED BY MANUFACTURER, ECF)					
	AIR CONDITIONING SYSTEM		(INSTALLED BY MANUFACTURER, ECF)					
	ENGINE WASH KIT (ARRIUS 2F MM Chapt. 71-66-00-900-801-A01)		(INSTALLED BY MANUFACTURER, ECF)					
	ALTITUDE ENCODER (8800T)	T12144	(INSTALLED BY MANUFACTURER, ECF)					
	EMERGENCY LOCATOR - KANNAD (406AF-H)	LX1100042813	(INSTALLED BY MANUFACTURER, ECF)					
	ELT ANTENNA (21-41)	13908	(INSTALLED BY MANUFACTURER, ECF)					
	PROG. DONGLE (S1820514-01)	LX1100029617	(INSTALLED BY MANUFACTURER, ECF)					
	ATTITUDE GYRO (H321EGM)	31155	(INSTALLED BY MANUFACTURER, ECF)					
	HSI (KI525A / 066-3046-07)	B99882	(INSTALLED BY MANUFACTURER, ECF)					
	STAND BY MAGNETIC COMPASS (1008KCA2)	726000-08	(INSTALLED BY MANUFACTURER, ECF)					
	TURN & BANK INDICATOR (UI9560N558)	2855	(INSTALLED BY MANUFACTURER, ECF)					
	VERTICAL SPEED INDICATOR (7030C27)	329737	(INSTALLED BY MANUFACTURER, ECF)					
	AIR SPEED INDICATOR (8025-B845)	210097	(INSTALLED BY MANUFACTURER, ECF)					
	ALTIMETER INDICATOR (5934PD3A130)	498849	(INSTALLED BY MANUFACTURER, ECF)					
	AIRCRAFT BATTERY (NICAD, Pn: 151CH1)	B01710	(INSTALLED BY MANUFACTURER, ECF)					
	CABIN FIRE EXTINGUISHER (24563)	E82435345	(INSTALLED BY MANUFACTURER, ECF)					
	BALLAST FOR BALANCING (FENESTRON) 3 PLATES	----	(INSTALLED BY MANUFACTURER, ECF)					
<b>INSTALLATIONS COMPLETED UNDER REPAIR STATION CRS VY1R575K (AEC, TX)</b>								
S.B. 25-013, Rev. 3	WIRE STRIKE PROTECTION KIT		(INCLUDED IN WEIGHING REPORT DATED 2/17/2014)					
S.B. 62-001, Rev. IR	MAIN ROTOR BLADE HIGH-VIS PAINT (SCHEME A, WHITE)	3087, 3096, 3099	(INCLUDED IN WEIGHING REPORT DATED 2/17/2014)					
SR09109RC-D	HOURLMETER (85094)	12012	(INCLUDED IN WEIGHING REPORT DATED 2/17/2014)					
SR09111RC-D	DATA PLATE RELOCATION	----	(INCLUDED IN WEIGHING REPORT DATED 2/17/2014)					
SR09293RC-D	EXTERIOR MARKINGS	----	(INCLUDED IN WEIGHING REPORT DATED 2/17/2014)					
SR09134RC-D	SX-5 NIGHTSUN SEARCHLIGHT							
	SEARCHLIGHT (* 024711-31)	0487		10.00		236.10		2361.00
	GIMBAL ASSEMBLY (* 030040-21)	1251		9.00		236.10		2124.90
	JUNCTION BOX (* 032347)	2079		1.50		200.00		300.00
	SLASS ECU (* S-301-W / W7102C)	1037		1.60		200.00		320.00
	CYCLIC CONTROL RELAY BOX (350A73-0290-01)	----		1.60		87.18		139.49
	HAND CONTROL (030039 / W7104C)	0664		0.50		106.00		53.00

## Exhibit A

### Configuration/Equipment as to be transferred

\*Items high-lighted in      will be removed by SAPD prior to transfer to AHL.

AIRCRAFT TYPE: EC120B		SAN ANTONIO POLICE DEPARTMENT		SERIAL NUMBER: 1683				
REF DATA	DESCRIPTION	COMPONENT SERIAL NUMBER	WEIGHT		ARM		MOMENT	
			(Kg)	(lb.)	(m)	(in.)	(m.Kg)	(lb. in.)
<b>INSTALLATIONS COMPLETED UNDER REPAIR STATION CRS VY1R575K (AEC, TX)</b>								
SR02873CH	NASS NOSE POST MOUNT w DOVETAIL	010		4.00			66.00	264.00
	<b>CAMERA (* WESCAM 12DS650)</b>	1310		42.10			66.00	2778.60
	INTERFACE UNIT (SIU-800 / 18909-1)	60311		9.00			186.00	1674.00
	HAND CONTROLLER (HCL-800 / 42228-05)	259		1.60			87.18	139.49
SR01191SE	FDC/AEROFILTER ENGINE FILTER (11201N1.1001)	0155		16.40			201.57	3305.75
SR09466RC	AERO DYNAMICS NVG COCKPIT LIGHTING	----		(INCLUDED IN WEIGHING REPORT DATED 2/17/2014)				
120A73-9043, Rev A	DAVTRON DIGITAL CLOCK (811B-24)	A42354		0.48			66.00	31.68
120A73-9043, Rev A	LIGHT DIMMING SYSTEM							
	LANDING LIGHT ANNUN. (LED-40-17-HE-E0YJT)	----		(INCLUDED IN WEIGHING REPORT DATED 2/17/2014)				
	PANEL BLANKING PLUG (18-258)	----		(INCLUDED IN WEIGHING REPORT DATED 2/17/2014)				
120A73-9043, Rev A	GARMIN GTN 650 COM 1 / NAV / GPS SYSTEM							
	TRANSCEIVER (GTN 650 / 010-00813-00)	1Z8013179		5.43			66.00	358.38
	VHF ANTENNA (* 1340-81)	1062		0.50			105.18	52.59
	NAV ANTENNA (* 3101-80A)	7792		1.00			267.00	267.00
	GLIDE SLOPE ANTENNA (* RGS10-48)	16679		0.10			49.37	4.94
	GPS ANTENNA (* 0130023500)	92388		0.60			95.18	57.11
	GPS/COM1 ON/OFF ANNUN/SWITCH (49202-043)	----		(INCLUDED IN WEIGHING REPORT DATED 2/17/2014)				
	AMERICA'S DATABASE (010-10546-01)	----		(INCLUDED IN WEIGHING REPORT DATED 2/17/2014)				
120A73-9043, Rev A	COM # 2							
	VHF COM (* KY196A / 064-1054-60)	34765		2.80			72.00	201.60
	VHF ANTENNA (* 1340-81)	1063		1.00			226.73	226.73
120A73-9043, Rev A	AUDIO SYSTEM							
	AUDIO PANEL (AMS42)	4305		2.30			70.89	163.05
	SUMMING AMP (247)	95346		0.42			219.15	92.04
	ICS FOOTSWITCH - COPILOT (L-2-S)	----		0.63			67.89	42.77
	HEADSET JACK, STD - 4 EA (TJT-120)	----		(INCLUDED IN WEIGHING REPORT DATED 2/17/2014)				
	ICS / TX CORD - 3 EA (CIX4415VLK3-6P)	----		(INCLUDED IN WEIGHING REPORT DATED 2/17/2014)				
	HEADSET, DAVID CLARK - 5 EA (H10-13H)			(AS REQUIRED)				
120A73-9043, Rev A	TRANSPONDER SYSTEM							
	TRANSPONDER (GTX-330 / 011-00455-00)	84146417		3.72			73.89	274.87
	ANTENNA (* KA-61 / 071-00221-0010 / 241389)	2394		0.30			343.90	103.17
120A73-9043, Rev A	METAMAP MOVING MAP SYSTEM W/KEYBOARD MOUNT							
	MAPPING COMPUTER (MRC30-128V)	P13A3046		10.40			173.56	1805.02
	MONITOR, 10.4 INCH (MA10-N)	293103		7.25			63.89	463.20
	KEYBOARD (ARK9215)	071051K119		2.78			63.89	177.61
	GPS UNIT (010-00321-37)	----		0.60			56.89	34.13
	MAP ON/OFF SWITCH (045004A133A)	----		(INCLUDED IN WEIGHING REPORT DATED 2/17/2014)				
120A73-9043, Rev A	RADAR ALTIMETER							
	TRANSCEIVER (RA4000 / 84560-11-300A)	1331M153		1.90			230.15	437.29
	INDICATOR (RAD40 / 84939-00-0200)	1328N227		0.75			66.00	49.50
	tone GENERATOR (AA37-212)	3214		0.75			214.06	160.55
	ANTENNA - FWD (S67-2002 / 9-1203-115-00)	543-68309		0.30			270.15	81.05
	ANTENNA - AFT (S67-2002 / 9-1203-115-00)	543-68310		0.30			297.65	89.30
120A73-9043, Rev A	PRECISE FLIGHT PULSELITE MODULE (3060-S)	02312		1.40			87.18	122.05
	PULSE LT ON/OFF SWITCH (045004A133A)	----		(INCLUDED IN WEIGHING REPORT DATED 2/17/2014)				
120A73-9043, Rev A	HARRIS XL SERIES MOBILE RADIO							
	TRANSCEIVER (*14050-1100-01)	A40312007558		5.25			201.56	1058.19
	CONTROL HEAD (*XL-CH)	A40312007558		1.25			66.00	82.50
	SIDETONE AMP (AA34-300)	93745		0.50			212.56	106.28
	ANTENNA (*RAMI AV-924)	220018		2.00			124.37	248.74

## Exhibit A

### Configuration/Equipment as to be transferred

\*Items high-lighted in        will be removed by SAPD prior to transfer to AHL.

AIRCRAFT TYPE: EC120B <b>SAN ANTONIO POLICE DEPARTMENT</b>		SERIAL NUMBER: 1683						
REF DATA	DESCRIPTION	COMPONENT SERIAL NUMBER	WEIGHT		ARM		MOMENT	
			(Kg)	(lb.)	(m)	(in.)	(m.Kg)	(lb. in.)
<b>INSTALLATIONS COMPLETED UNDER REPAIR STATION CRS VY1R575K (AEC, TX) *Continued*</b>								
120A73-9043, Rev A	AUX POWER SYSTEM							
	DC POWER CONVERTER (RG-28)	1587		1.30		192.18		249.83
	DC POWER ADAPTER (LS03-05025-BB)	008-003322	(INCLUDED IN WEIGHING REPORT DATED 2/17/2014)					
	<b>COBAN EDGE DIGITAL VIDEO RECORDING SYSTEM</b>							
	CPU & MOUNT (*31000763)	1006060569		11.50		146.50		1684.75
	5.7" MONITOR (*33001326)	1106062588		1.50		67.25		100.88
	WIRING & PROVISIONS *	----		3.50		146.00		511.00
	GPS ANTENNA *	----		0.10		56.89		5.69
	<b>VISLINK DOWNLINK SYSTEM</b>							
	TRANSMITTER (*HDX-1100) & MOUNT	8122762		9.00		202.00		1818.00
	REMOTE CONTROL PANEL (*907621-6)	8118826		0.75		75.00		56.25
	OMNI BIFLAR ANTENNA (*9004782)	143		0.40		95.37		38.15
	WIRING & PROVISIONS *	----		3.00		183.00		549.00
	<b>LO-JACK TRACKING SYSTEM</b>							
	DISPLAY UNIT (*4106-0003-00)	07DDBE9		0.50		67.25		33.63
	RECIEVER UNIT (*4107-0015-00)	07DDBE9		2.50		137.30		343.25
	ANTENNAS (*4 EACH)	----		0.60		76.90		46.14
	WIRING & PROVISIONS *	----		1.50		120.00		180.00
	<b>ELECTRONIC TRACKING SYSTEM</b>							
	RECIEVER & MOUNT *	VR2-1148		2.50		201.20		503.00
	ANTENNAS (*3 EACH COMANT CI292-1)	----		1.80		76.90		138.42
	WIRING & PROVISIONS *	----		1.75		137.80		241.15
	AIRCRAFT BATTERY, CONCORDE LEAD ACID (RG-350)	----		39.00		239.00		9321.00
	<b>WESCAM MX-10 CAMERA SYSTEM</b>							
	CAMERA (*44620-223)	4462011380		37.00		66.00		2442.00
	GPS ANTENNA (*3G15A-XT-1-NC)	440383		0.50		105.00		52.50
	HAND CONTROLLER (*42228-15)	2187		2.60		87.18		226.67
	WIRING & PROVISIONS *	----		13.50		120.00		1620.00
	MACRO-BLUE MONITOR, 12 INCH (MB12W-N31120S0)	----		7.10		63.89		453.62
	<b>SX-7 STARSUN SEARCHLIGHT</b>							
	SEARCHLIGHT (034608)	747		10.75		236.10		2538.08
	GIMBAL ASSEMBLY (034611-130)	476		11.00		236.10		2597.10
	JUNCTION BOX (033607-1)	1380		6.30		200.00		1260.00
	SPECTROLINK (033537-1)	139		3.20		200.00		640.00
	HAND CONTROL (030039-32)	25		0.50		106.00		53.00
	<b>ADSB IN &amp; OUT PROVISIONS</b>							
	GARMIN GDL88H (011-02369-10)	3CZ000578		3.60		202.00		727.20
	ANTENNA (CI-105-6)	541370		0.40		143.50		57.40
	<b>CHURCHILL NAVIGATION SYSTEM</b>							
	ATOM MISSION COMPUTER & MOUNT (*ARS-700C)	ATOM-160057		4.40		173.56		763.66
	KEYBOARD (*ARS-KB-R)	310030		3.10		63.89		198.06
	PEPWAVE ROUTER (*MAX BR1 PRO)	2933-99D6-C6FB		1.90		186.00		353.40

**Exhibit B**

**DELIVERY AFFIDAVIT**

**San Antonio Police Department**

At the date indicated, Airbus Helicopters accepted EC120B, Serial Number 1683, Year Model 2013, and Registration Number N573AG. I hereby attest that this helicopter has been maintained in accordance with applicable OEM documentation and that the serial numbers and times indicated below are true and accurate to the best of my knowledge.

**San Antonio Police Department  
1223 99<sup>th</sup> Street  
San Antonio, TX 78214**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Acceptance Date: \_\_\_\_\_

Airframe Serial Number: 1683

FAA Registration No.: N573AG

Year Model: 2013

Total Airframe Time: \_\_\_\_\_

Total Landings: \_\_\_\_\_

Engine Model: Arrius 2F

Engine Serial Number: \_\_\_\_\_

Total Engine Time: \_\_\_\_\_ hours

Engine TSO: \_\_\_\_\_ hours

Engine Ng Cycles: \_\_\_\_\_ cycles

Engine Np Cycles: \_\_\_\_\_ cycles

**Airbus Helicopters Acceptance:**

Signature: \_\_\_\_\_

Name: Jeff Donahue

Title: Sr. Mgr. Assets/Specialty Sales

Customer Principle Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

## Exhibits

- A Airbus Terms & Conditions
- B Signature Page
- C LPP Identification Form
- D Price Schedule
- E VOSBP Tracking ID Form
- F Certificate of Interested Parties
- G Trade-In Acceptance Conditions
- H Airframe Warranty**
- I Safran Arriel 2D Engine Warranty





# AIRBUS HELICOPTERS

This document provides the warranty procedures relative to spare parts and new helicopters delivered after January 2015.

*Warranty Policy  
Guidelines*

**AIRBUS**

# Contents

- Submitting Warranty Claims ..... 2
  - Telephone ..... 2
  - Email ..... 2
  - Equivalent Documentation ..... 2
  - Keycopter ..... 2
  - Shipping the Failed Part to AHI ..... 2
- Claim Processing ..... 3
  - Scrap Onsite/Returning Warranty Core..... 3
  - Warranty Proration ..... 3
  - Service Centers ..... 3
  - Warranty Exclusions ..... 3
  - Claim Refusal ..... 3
  - Claim Disputes ..... 3
  - MMIR Instructions ..... 4
- MMIR Form ..... 5
- Policies ..... 6
  - New Helicopter ..... 6
  - New Parts and Tools ..... 7
  - Repaired Parts..... 8
  - Dynamic Components..... 9
  - Repaired Main Rotor and Tail Rotor Blades ..... 10
  - Avionics..... 11
  - Helicopter Maintenance and Repair ..... 12
- Disclaimer..... 13
- Contact Information..... 13
  - Senior Warranty Administrator ..... 13
  - Customer Service Representatives ..... 13
  - AirbusWorld Signup and Support ..... 13

## Submitting Warranty Claims

Time is of the essence, so be sure your claims are submitted within 15-days from the failure date. If preliminary approval is granted, the replacement part will be released on FOC order. If you are requesting warranty credit, the credit note will be emailed on the same day, if approved.

If AHI authorizes scrap onsite, your claim will be accepted and closed simultaneously. Warranty disposition for repairable parts is usually determined when the core arrives at AHI, but sometimes it could require inspection at the OEM before final determination can be made. If the OEM refuses warranty, we will send you the supporting documentation and billback information.

## Telephone

To submit a warranty claim by telephone, be prepared to provide your CSR with the following information:

- Helicopter serial number
- Helicopter hours
- Occurrence date and/or removal date
- Part number
- Part serial number, if applicable
- Part installation date, if not original equipment
- Total operating hours
- Squawk, which should include any related troubleshooting
- Failed part proof of purchase, if not original equipment

## Email

Before submitting the warranty claim by email, please complete the Maintenance, Malfunction / Information Report form (MMIR). After completing the form, attach the PDF file to your email and send to your designated CSR, and courtesy copy the Senior Warranty Administrator.

## Equivalent Documentation

AHI will accept equivalent documentation in lieu of the MMIR form, as long as the information provided meets the minimum requirement for processing the warranty claim. The minimum information required is listed in the Telephone section. If the warranty core is returned to AHI, it must be accompanied by a completed MMIR form.

## Keycopter

There are a couple of advantages for using the Keycopter portal for submitting a warranty claims. First of all, the MMIR is generated by Keycopter, which eliminates the need for completing the manual claim form. But most importantly, you'll receive instant feedback regarding claim status.

## Shipping the Failed Part to AHI

You can submit your claim by sending us the failed part, but be sure to include a completed MMIR form, removal tag and component record card, if applicable. The part must arrive at AHI within 15-days from the failure date. Claim determination will be made when the failed part arrives. If the core arrives at AHI without proper documentation, we'll notify you by email.

## Claim Processing

### Scrap Onsite/Returning Warranty Core

If AHI authorizes scrap onsite, you will receive a scrap certificate with instructions via email. If AHI requires a core return, ship to the address shown below. Remember to enclose a completed MMIR form, removal tag and component record card, if applicable. Indicate the RMA number in the top right corner. The core is due back within 30-days after receiving the replacement part. If the core arrives at AHI without proper documentation, we'll notify you by email. Please remember, the lack of proper documentation is the equivalent to not having received the core.

**Airbus Helicopters, Inc.  
DFW International Airport  
2370 West Airfield Drive  
DFW Airport, TX 75261**

### Warranty Proration

AHI prorates the remaining warranty period, not the out-of-pocket cost.

When a part is purchased on straight sale or standard exchange, the warranty period begins. If the purchased part fails within the warranty period, AHI will replace the failed part at no cost to you. AHI will continue to replace additional failures at no cost, until the original warranty period has been exhausted. Once that occurs, the replacement part is purchased at the regular price and a new warranty period will begin.

For parts replaced during the new helicopter warranty period, AHI will apply the remainder of the new helicopter warranty, or the spare part warranty, whichever is most advantageous to you.

### Service Centers

If the warranty replacement part was procured from an authorized AHI service center, application for warranty must be processed by that service center.

If the service center is performing maintenance on the new helicopter, contact the Senior Warranty Administrator for possible labor coverage. If the parts replaced during the maintenance qualify for warranty, the service center will provide those parts to you at no cost.

### Warranty Exclusions

Some of the parts not covered under the Airbus Helicopters warranty are lead-acid batteries, turbine engines and avionics equipment. For warranty on these excluded parts, you must submit your claim to the original manufacturer. Parts damaged by corrosion or erosion are excluded from coverage, as well as parts with list price under \$50.

### Claim Refusal

If AHI refuses the warranty claim at the time of order, please provide a purchase order for the full price of the part, less applicable discount. Once we receive the revised purchase order, AHI will release the part on straight sale or standard exchange.

If warranty is refused after AHI released the FOC part, your account will be debited the straight sale price, or the standard exchange price, whichever applies to the original warranty order. To support the billback, you will receive a detailed explanation regarding the claim refusal, including the shop report, if applicable.

### Claim Disputes

If a claim is denied and you are unable to reach an agreement with the Senior Warranty Administrator, the dispute will be elevated to the AHI management team for final disposition.

## MMIR Instructions

The PDF version of the MMIR can be filled out and printed from within Acrobat. If you submit the MMIR at time of order, you will need to update the MMIR if any of the information changes before returning the warranty core, such as the helicopter total time and part removal date.

### 1. Submitted By

Provide the company name and shipping address.

### 2. Warranty Claim

Provide AHI with purchase order number if you are requesting Warranty Repair or Warranty Replacement part. If you are requesting Credit for Local Repair, provide AHI with parts breakdown and cost for each part. For labor related claims, AHI will set the Labor Rate.

### 3. Helicopter Data

If the Occurrence Date is before Part Removal Date, then make sure helicopter Hours at Occurrence are on the same day as the Part Removal Date. If the helicopter is covered under AHI Component Support Agreement, check the Component Support Agreement box. If the Reported Part is tracked by cycles, make sure to indicate helicopter Cycles at Occurrence.

### 4. Reported Part Data

Reported Part Data is required for all submittals. When shipping a core to AHI, make sure to enclose a completed copy of this form, removal tag, historical record card or other related paperwork. If reported part is not Original Equipment, complete the proof of purchase sections in the shaded areas. If exhibit is not available, AHI requires Scrap Certificate for parts destroyed at your location. See warranty policy for scrapping rules.

### 5. Replacement Part Data

Replacement Part Data section is required for all submittals. If the replacement part is serialized, be sure to indicate the serial number installed. If you are requesting credit against the cost to replace the Reported Part, please provide the AHI invoice information.

### 6. Report Reason and Action Taken

For example, avoid simple remarks like part is inoperative or leaking. Describe the problem caused by the inoperative part or where the leakage is occurring and how much. If the problem required troubleshooting, please describe the steps taken.

### 7. Customer Contact Information

Provide your name and contact information.

# MMIR Form

Minimum information highlighted in blue.



2701 Forum Drive, Grand Prairie, TX 75052 | 972-641-0000  
airbushelicoptersinc.com

MAINTENANCE, MALFUNCTION/INFORMATION REPORT		
Service Notification / RMA	Report Date	Customer Reference

Submitted By		Submitted For	
--------------	--	---------------	--

Service Center Use Only

### Non Warranty

If you are returning a part for any non warranty reason shown below, please provide AHI with your purchase order number.

Cost Estimate <input type="checkbox"/>	Repair <input type="checkbox"/>	Overhaul <input type="checkbox"/>	Exchange <input type="checkbox"/>	Credit <input type="checkbox"/>	Purchase Order Number
---	------------------------------------	--------------------------------------	--------------------------------------	------------------------------------	-----------------------

### Warranty Claim

Provide AHI with purchase order number if you are requesting Warranty Repair or Warranty Replacement part. If you are requesting Credit for Local Repair, provide AHI with parts breakdown and cost for each part. For labor related claims, AHI will set the Labor Rate.

Credit Replacement Part <input type="checkbox"/>	Credit Local Repair <input type="checkbox"/>	Request Warranty Repair <input type="checkbox"/>	Request Warranty Replacement <input type="checkbox"/>	Core Return Against Advance Replacement Part <input type="checkbox"/>
Credit Labor <input type="checkbox"/>	Labor Rate	Labor Hours	Total Reimbursement Requested	Purchase Order Number

### Helicopter Data

If Occurrence Date is before Part Removal Date, then make sure helicopter Hours at Occurrence are on the same day as the Part Removal Date. If the helicopter is covered under AHI Component Support Agreement, check the Component Support Agreement box. If the Reported Part is tracked by cycles, make sure to indicate helicopter Cycles at Occurrence.

Model	Serial Number	Registration Number	Date	Airframe Total Time	Cycles
Delivery Date	In-Service Date	Hours at Delivery	Component Support Agreement <input type="checkbox"/>	Comments	

### Reported Part Data

Reported Part Data is required for all submittals. When shipping a core to AHI, make sure to enclose a completed copy of this form, removal tag, historical record card or other related paperwork. If reported part is not Original Equipment, complete the proof of purchase sections in the shaded areas. If exhibit is not available, AHI requires Scrap Certificate for parts destroyed at your location. See warranty policy for scrapping rules.

Part Number Removed		Nomenclature		Part Serial Number	Part Quantity Removed
Part Installation Date	Part Hours at Install	Part Removal Date	Removed Part Total Time	Removed Part TSO	Removed Part TSI
Exhibit Available <input type="checkbox"/>	Original Equipment <input type="checkbox"/>	Submitter Purchase Order	AHI Invoice Number	AHI Invoice Date	AHI Invoice Amount
AHI Material Number		Carrier	Date Shipped	Quantity Shipped	Waybill Number

### Replacement Part Data

Replacement Part Data section is required for all submittals. If the replacement part is serialized, be sure to indicate the serial number installed. If you are requesting credit against the cost to replace the Reported Part, please provide the AHI invoice information.

Replacement Part Number	Submitter Purchase Order	AHI Invoice Number	AHI Invoice Date	AHI Invoice Amount
AHI Material Number	Serial Number Installed	Installed Part Total Time	Comments	

### Report Reason and Action Taken

For example, avoid simple remarks like part is inoperative or leaking. Describe the problem caused by the inoperative part or where the leakage is occurring and how much.

### Customer Contact Information

Print Contact Name
Email Address and/or Telephone Number
Signature

### Comments

## Policies

### New Helicopter

**WARRANTY REMEDY:** Airbus Helicopters, Inc. (“Seller”) warrants the new helicopter and optional equipment manufactured by Seller to be free from defects in material and workmanship under normal use and service. Seller’s obligation under this warranty is limited to repair or replacement of parts and associated outbound freight costs, which at the time of any repair or replacement have been recognized by the Seller, after expert investigation as defective. To be eligible under this warranty, the alleged failure must have occurred within the time limits mentioned hereafter: ***2000 flying hours or 36 months as determined in the original Terms and Conditions of Sale.***

As soon as possible but no later than fifteen (15) calendar days after the discovery of a defect, the Buyer shall furnish to the Seller, by using a warranty claim form provided by the Seller, the full details of its claim and the basis thereof. As soon as it receives the said form, the Seller will forward to the Buyer a warranty claim acknowledgment and a RMA number. Within thirty (30) calendar days following the receipt of such documents the Buyer shall return the allegedly defective Parts to the Seller. If the Buyer fails to return the allegedly defective Parts in due time, the Seller reserves the right to invoice the replacement Parts which have been ordered or produced for the Buyer at the price stated in the relevant Seller’s price list in force, or in the relevant quotation. With Seller approval by Warranty Administrator, selected part(s) may be retained at the buyers’ site to be scrapped locally. Risk of loss for transportation costs, insurance, custom expenses and other charges, as well as the expense incurred by Buyer for the removal, return, re-installation, and related costs and expenses with respect to such part(s), shall be borne by Buyer.

The parts provided under this warranty, as warranty replacement parts, may be new, repaired or otherwise serviceable components/parts and shall cover the balance of the warranty period still remaining against the new helicopter.

All spare part warranty claims must accompany proof of purchase from the Seller or one of the Sellers authorized facilities. If warranty replacement part(s) were procured from an authorized Airbus Helicopters service/maintenance center, application for warranty must be processed by that service/maintenance center.

This warranty shall apply only to the extent the helicopter and the parts installed therein are operated and maintained in accordance with the instructions contained in the Flight Manual, airframe or component Maintenance Manual, Helicopter Manufacturer and/or Seller’s service bulletins, alert bulletins, service letters, maintenance notices, or other technical documentation supplied by Seller to Buyer. Seller’s warranty shall not be enlarged, diminished, or affected by, and no obligation or liability shall arise out of, Seller’s rendering technical advice, assistance or service in connection with the products purchased hereunder.

If Buyer modifies any helicopter or part sold hereunder in any manner for which Buyer has not received the prior written approval of Seller, such modification shall cause this warranty to terminate and be of no further force and effect.

This warranty shall not apply to any helicopter or part which has been repaired or altered outside Seller’s factory in any way so as, in Seller’s sole discretion, to affect its stability, safety or reliability, or which has been subject to misuse, common neglect, abuse, negligence or accident.

The word “part” as used in this agreement means “a detail part with reference to a part number shown on a drawing parts list provided” by the helicopter manufacturer.

This warranty, may not be extended, altered or varied unless prior written agreement is signed between Buyer and Seller. This warranty is granted to Buyer personally and shall not be assigned by Buyer without Seller’s prior written consent.



## New Parts and Tools

WARRANTY REMEDY: Airbus Helicopters, Inc. (“Seller”) warrants new parts and tools manufactured by Seller to be free from defects in material and workmanship under normal use and service. Seller’s obligation under this warranty is limited to repair or replacement of parts and associated outbound freight costs, which at the time of any repair or replacement have been recognized by the Seller, after expert investigation as defective. To be eligible under this warranty, the alleged failure must have occurred within the time limits mentioned hereafter:

- a) *Parts: 1000 flying hours, 12 months from the time they are installed or 24 months after delivery from Seller.*
- b) *Tools: 24 months after delivery from Seller.*

As soon as possible but no later than fifteen (15) calendar days after the discovery of a defect, the Buyer shall furnish to the Seller, by using a warranty claim form provided by the Seller, the full details of its claim and the basis thereof. As soon as it receives the said form, the Seller will forward to the Buyer a warranty claim acknowledgment and a RMA number. Within thirty (30) calendar days following the receipt of such documents the Buyer shall return the allegedly defective Parts to the Seller. If the Buyer fails to return the allegedly defective Parts in due time, the Seller reserves the right to invoice the replacement Parts which have been ordered or produced for the Buyer at the price stated in the relevant Seller’s price list in force, or in the relevant quotation. With Seller approval by Warranty Administrator, selected part(s) may be retained at the buyers’ site to be scrapped locally. Risk of loss for transportation costs, insurance, custom expenses and other charges, as well as the expense incurred by Buyer for the removal, return, re-installation, and related costs and expenses with respect to such part(s), shall be borne by Buyer.

The parts provided under this warranty, as warranty replacement parts, may be new, repaired or otherwise serviceable components/parts and shall cover the balance of the warranty period still remaining against the initial spare part purchase.

All spare part warranty claims must accompany proof of purchase from the Seller or one of the Sellers authorized facilities. If warranty replacement part(s) were procured from an authorized Airbus Helicopters service/maintenance center, application for warranty must be processed by that service/maintenance center.

This warranty shall apply only to the extent the helicopter and the parts installed therein are operated and maintained in accordance with the instructions contained in the Flight Manual, airframe or component Maintenance Manual, Helicopter Manufacturer and/or Seller’s service bulletins, alert bulletins, service letters, maintenance notices, or other technical documentation supplied by Seller to Buyer. Seller’s warranty shall not be enlarged, diminished, or affected by, and no obligation or liability shall arise out of, Seller’s rendering technical advice, assistance or service in connection with the products purchased hereunder.

If Buyer modifies any helicopter or part sold hereunder in any manner for which Buyer has not received the prior written approval of Seller, such modification shall cause this warranty to terminate and be of no further force and effect.

This warranty shall not apply to any helicopter or part which has been repaired or altered outside Seller’s factory in any way so as, in Seller’s sole discretion, to affect its stability, safety or reliability, or which has been subject to misuse, common neglect, abuse, negligence or accident.

The word “part” as used in this agreement means “a detail part with reference to a part number shown on a drawing parts list provided” by the helicopter manufacturer.

This warranty, may not be extended, altered or varied unless prior written agreement is signed between Buyer and Seller. This warranty is granted to Buyer personally and shall not be assigned by Buyer without Seller’s prior written consent.

## Repaired Parts

WARRANTY REMEDY: Airbus Helicopters, Inc. (“Seller”) warrants repaired parts sold by Seller to be free from defects in material and workmanship under normal use and service. Seller’s obligation under this warranty is limited to repair or replacement of parts and associated outbound freight costs, which at the time of any repair or replacement have been recognized by the Seller, after expert investigation as defective. To be eligible under this warranty, the alleged failure must have occurred within the time limits mentioned hereafter:

- a) *Dynamic components purchased on Zero-TAT exchange: 750 flying hours or 9 months after delivery from Seller.*
- b) *Purchased on standard exchange: 500 flying hours or 6 months after delivery from Seller.*
- c) *Purchased on straight sale: 500 flying hours or 6 months after delivery from Seller.*
- d) *For Buyer owned repairs, other than dynamic components, main rotor blades or tail rotor blades: 500 flying hours or 6 months after delivery from Seller. This coverage is for the specific repair accomplished only.*

As soon as possible but no later than fifteen (15) calendar days after the discovery of a defect, the Buyer shall furnish to the Seller, by using a warranty claim form provided by the Seller, the full details of its claim and the basis thereof. As soon as it receives the said form, the Seller will forward to the Buyer a warranty claim acknowledgment and a RMA number. Within thirty (30) calendar days following the receipt of such documents the Buyer shall return the allegedly defective Parts to the Seller. If the Buyer fails to return the allegedly defective Parts in due time, the Seller reserves the right to invoice the replacement Parts which have been ordered or produced for the Buyer at the price stated in the relevant Seller’s price list in force, or in the relevant quotation. With Seller approval by Warranty Administrator, selected part(s) may be retained at the buyers’ site to be scrapped locally. Risk of loss for transportation costs, insurance, custom expenses and other charges, as well as the expense incurred by Buyer for the removal, return, re-installation, and related costs and expenses with respect to such part(s), shall be borne by Buyer.

The parts provided under this warranty, as warranty replacement parts, may be new, repaired or otherwise serviceable components/parts and shall cover the balance of the warranty period still remaining against the initial spare part purchase.

All spare part warranty claims must accompany proof of purchase from the Seller or one of the Sellers authorized facilities. If warranty replacement part(s) were procured from an authorized Airbus Helicopters service/maintenance center, application for warranty must be processed by that service/maintenance center.

This warranty shall apply only to the extent the helicopter and the parts installed therein are operated and maintained in accordance with the instructions contained in the Flight Manual, airframe or component Maintenance Manual, Helicopter Manufacturer and/or Seller’s service bulletins, alert bulletins, service letters, maintenance notices, or other technical documentation supplied by Seller to Buyer. Seller’s warranty shall not be enlarged, diminished, or affected by, and no obligation or liability shall arise out of, Seller’s rendering technical advice, assistance or service in connection with the products purchased hereunder.

If Buyer modifies any helicopter or part sold hereunder in any manner for which Buyer has not received the prior written approval of Seller, such modification shall cause this warranty to terminate and be of no further force and effect.

This warranty shall not apply to any helicopter or part which has been repaired or altered outside Seller’s factory in any way so as, in Seller’s sole discretion, to affect its stability, safety or reliability, or which has been subject to misuse, common neglect, abuse, negligence or accident.

The word “part” as used in this agreement means “a detail part with reference to a part number shown on a drawing parts list provided” by the helicopter manufacturer.

This warranty, may not be extended, altered or varied unless prior written agreement is signed between Buyer and Seller. This warranty is granted to Buyer personally and shall not be assigned by Buyer without Seller’s prior written consent.

## Dynamic Components

WARRANTY REMEDY: Airbus Helicopters, Inc. (“Seller”) warrants overhauled or repaired dynamic components by Seller to be free from defects in material and workmanship under normal use and service. Seller’s obligation under this warranty is limited to repair of dynamic components and associated outbound freight costs, which at the time of any repair have been recognized by the Seller, after expert investigation as defective. To be eligible under this warranty, the alleged failure must have occurred within the time limits mentioned hereafter:

- a) ***Overhaul: 750 flying hours or 9 months after delivery from Seller. This coverage is limited to parts replaced during overhaul.***
- b) ***Repair: 750 flying hours or 9 months after delivery from Seller. This coverage is for the specific repair accomplished only.***

As soon as possible but no later than fifteen (15) calendar days after the discovery of a defect, the Buyer shall furnish to the Seller, by using a warranty claim form provided by the Seller, the full details of its claim and the basis thereof. As soon as it receives the said form, the Seller will forward to the Buyer a warranty claim acknowledgment and a RMA number. Within thirty (30) calendar days following the receipt of such documents the Buyer shall return the allegedly defective Parts to the Seller. With Seller approval by Warranty Administrator, selected part(s) may be retained at the buyers’ site to be scrapped locally. Risk of loss for transportation costs, insurance, custom expenses and other charges, as well as the expense incurred by Buyer for the removal, return, re-installation, and related costs and expenses with respect to such part(s), shall be borne by Buyer.

All spare part warranty claims must accompany proof of purchase from the Seller or one of the Sellers authorized facilities. If warranty replacement part(s) were procured from an authorized Airbus Helicopters service/maintenance center, application for warranty must be processed by that service/maintenance center.

This warranty shall apply only to the extent the helicopter and the parts installed therein are operated and maintained in accordance with the instructions contained in the Flight Manual, airframe or component Maintenance Manual, Helicopter Manufacturer and/or Seller’s service bulletins, alert bulletins, service letters, maintenance notices, or other technical documentation supplied by Seller to Buyer. Seller’s warranty shall not be enlarged, diminished, or affected by, and no obligation or liability shall arise out of, Seller’s rendering technical advice, assistance or service in connection with the products purchased hereunder.

If Buyer modifies any helicopter or part sold hereunder in any manner for which Buyer has not received the prior written approval of Seller, such modification shall cause this warranty to terminate and be of no further force and effect.

This warranty shall not apply to any helicopter or part which has been repaired or altered outside Seller’s factory in any way so as, in Seller’s sole discretion, to affect its stability, safety or reliability, or which has been subject to misuse, common neglect, abuse, negligence or accident.

The word “part” as used in this agreement means “a detail part with reference to a part number shown on a drawing parts list provided” by the helicopter manufacturer.

This warranty, may not be extended, altered or varied unless prior written agreement is signed between Buyer and Seller. This warranty is granted to Buyer personally and shall not be assigned by Buyer without Seller’s prior written consent.

## Repaired Main Rotor and Tail Rotor Blades

WARRANTY REMEDY: Airbus Helicopters, Inc. (“Seller”) warrants that blades repaired by Seller to be free from defects in material and workmanship under normal use and service. Seller’s obligation under this warranty is limited to repair of blades and associated outbound freight costs, which at the time of any repair have been recognized by the Seller, after expert investigation as defective. To be eligible under this warranty, the alleged failure must have occurred within the time limits mentioned hereafter: **1000 flying hours or 24 months after delivery from Seller. This coverage is for the specific repair accomplished only.**

As soon as possible but no later than fifteen (15) calendar days after the discovery of a defect, the Buyer shall furnish to the Seller, by using a warranty claim form provided by the Seller, the full details of its claim and the basis thereof. As soon as it receives the said form, the Seller will forward to the Buyer a warranty claim acknowledgment and a RMA number. Within thirty (30) calendar days following the receipt of such documents the Buyer shall return the allegedly defective Parts to the Seller. With Seller approval by Warranty Administrator, selected part(s) may be retained at the buyers’ site to be scrapped locally. Risk of loss for transportation costs, insurance, custom expenses and other charges, as well as the expense incurred by Buyer for the removal, return, re-installation, and related costs and expenses with respect to such part(s), shall be borne by Buyer.

All spare part warranty claims must accompany proof of purchase from the Seller or one of the Sellers authorized facilities. If warranty replacement part(s) were procured from an authorized Airbus Helicopters service/maintenance center, application for warranty must be processed by that service/maintenance center.

This warranty shall apply only to the extent the helicopter and the parts installed therein are operated and maintained in accordance with the instructions contained in the Flight Manual, airframe or component Maintenance Manual, Helicopter Manufacturer and/or Seller’s service bulletins, alert bulletins, service letters, maintenance notices, or other technical documentation supplied by Seller to Buyer. Seller’s warranty shall not be enlarged, diminished, or affected by, and no obligation or liability shall arise out of, Seller’s rendering technical advice, assistance or service in connection with the products purchased hereunder.

If Buyer modifies any helicopter or part sold hereunder in any manner for which Buyer has not received the prior written approval of Seller, such modification shall cause this warranty to terminate and be of no further force and effect.

This warranty shall not apply to any helicopter or part which has been repaired or altered outside Seller’s factory in any way so as, in Seller’s sole discretion, to affect its stability, safety or reliability, or which has been subject to misuse, common neglect, abuse, negligence or accident.

The word “part” as used in this agreement means “a detail part with reference to a part number shown on a drawing parts list provided” by the helicopter manufacturer.

This warranty, may not be extended, altered or varied unless prior written agreement is signed between Buyer and Seller. This warranty is granted to Buyer personally and shall not be assigned by Buyer without Seller’s prior written consent.

## Avionics

WARRANTY REMEDY: Airbus Helicopters, Inc. (“Seller”) warrants repaired avionics by Seller to be free from defects in material and workmanship under normal use and service. Seller’s obligation under this warranty is limited to repair of parts and associated outbound freight costs, which at the time of any repair have been recognized by the Seller, after expert investigation as defective. To be eligible under this warranty, the alleged failure must have occurred within the time limits mentioned hereafter: ***500 flying hours or 6 months after delivery from Seller. This coverage is for the specific repair accomplished only.***

As soon as possible but no later than fifteen (15) calendar days after the discovery of a defect, the Buyer shall furnish to the Seller, by using a warranty claim form provided by the Seller, the full details of its claim and the basis thereof. As soon as it receives the said form, the Seller will forward to the Buyer a warranty claim acknowledgment and a RMA number. Within thirty (30) calendar days following the receipt of such documents the Buyer shall return the allegedly defective Parts to the Seller. With Seller approval by Warranty Administrator, selected part(s) may be retained at the buyers’ site to be scrapped locally. Risk of loss for transportation costs, insurance, custom expenses and other charges, as well as the expense incurred by Buyer for the removal, return, re-installation, and related costs and expenses with respect to such part(s), shall be borne by Buyer.

With Seller approval by Warranty Administrator, selected part(s) may be retained at the Buyers’ site to be scrapped locally.

All spare part warranty claims must accompany proof of purchase from the Seller or one of the Sellers authorized facilities. If warranty replacement part(s) were procured from an authorized Airbus Helicopters service/maintenance center, application for warranty must be processed by that service/maintenance center.

This warranty shall apply only to the extent the helicopter and the parts installed therein are operated and maintained in accordance with the instructions contained in the Flight Manual, airframe or component Maintenance Manual, Helicopter Manufacturer and/or Seller’s service bulletins, alert bulletins, service letters, maintenance notices, or other technical documentation supplied by Seller to Buyer. Seller’s warranty shall not be enlarged, diminished, or affected by, and no obligation or liability shall arise out of, Seller’s rendering technical advice, assistance or service in connection with the products purchased hereunder.

If Buyer modifies any helicopter or part sold hereunder in any manner for which Buyer has not received the prior written approval of Seller, such modification shall cause this warranty to terminate and be of no further force and effect.

This warranty shall not apply to any helicopter or part which has been repaired or altered outside Seller’s factory in any way so as, in Seller’s sole discretion, to affect its stability, safety or reliability, or which has been subject to misuse, common neglect, abuse, negligence or accident.

The word “part” as used in this agreement means “a detail part with reference to a part number shown on a drawing parts list provided” by the helicopter manufacturer.

This warranty, may not be extended, altered or varied unless prior written agreement is signed between Buyer and Seller. This warranty is granted to Buyer personally and shall not be assigned by Buyer without Seller’s prior written consent.

## Helicopter Maintenance and Repair

**WARRANTY REMEDY:** Airbus Helicopters, Inc. (“Seller”) warrants the helicopter repaired by Seller to be free from defects in material and workmanship under normal use and service. Seller’s obligation under this warranty is limited to repairing the helicopter within the time limits mentioned hereafter: ***750 flying hours or 9 months after delivery from Seller. This coverage is for the specific repair accomplished only.***

As soon as possible but no later than fifteen (15) calendar days after the discovery of a defect, the Buyer shall furnish to the Seller, by using a warranty claim form provided by the Seller, the full details of its claim and the basis thereof. As soon as it receives the said form, the Seller will forward to the Buyer a warranty claim acknowledgment and a RMA number. Within thirty (30) calendar days following the receipt of such documents the Buyer shall return the allegedly defective Parts to the Seller. With Seller approval by Warranty Administrator, selected part(s) may be retained at the buyers’ site to be scrapped locally. Risk of loss for transportation costs, insurance, custom expenses and other charges, as well as the expense incurred by Buyer for the removal, return, re-installation, and related costs and expenses with respect to such part(s), shall be borne by Buyer.

All spare part warranty claims must accompany proof of purchase from the Seller or one of the Sellers authorized facilities. If warranty replacement part(s) were procured from an authorized Airbus Helicopters service/maintenance center, application for warranty must be processed by that service/maintenance center.

This warranty shall apply only to the extent the helicopter and the parts installed therein are operated and maintained in accordance with the instructions contained in the Flight Manual, airframe or component Maintenance Manual, Helicopter Manufacturer and/or Seller’s service bulletins, alert bulletins, service letters, maintenance notices, or other technical documentation supplied by Seller to Buyer. Seller’s warranty shall not be enlarged, diminished, or affected by, and no obligation or liability shall arise out of, Seller’s rendering technical advice, assistance or service in connection with the products purchased hereunder.

If Buyer modifies any helicopter or part sold hereunder in any manner for which Buyer has not received the prior written approval of Seller, such modification shall cause this warranty to terminate and be of no further force and effect.

This warranty shall not apply to any helicopter or part which has been repaired or altered outside Seller’s factory in any way so as, in Seller’s sole discretion, to affect its stability, safety or reliability, or which has been subject to misuse, common neglect, abuse, negligence or accident.

The word “part” as used in this agreement means “a detail part with reference to a part number shown on a drawing parts list provided” by the helicopter manufacturer.

This warranty, may not be extended, altered or varied unless prior written agreement is signed between Buyer and Seller. This warranty is granted to Buyer personally and shall not be assigned by Buyer without Seller’s prior written consent.

## Disclaimer

The buyer's sole and exclusive remedy in connection with the purchase of seller's products is the repair or replacement of seller's products in accordance with the terms of this limited warranty. Seller shall not have any other obligation or liability in contract or tort, including, but not limited to, any strict product liability, any other strict liability, or any liability for seller's or the helicopter manufacturer's negligence. Any liability that Airbus Helicopters, Inc. might otherwise have for any kind of damages is hereby excluded, including, but not limited to, liability for any incidental or consequential damages or any loss or expense arising from or relating to the use, loss of use, performance, or nonperformance of seller's products. Airbus Helicopters, Inc. disclaims all warranties of any kind, whether statutory, express or implied (including, but not limited to, warranties of merchant ability and fitness for a particular purpose), other than the limited warranty set forth above, and all other warranties are hereby excluded. Seller makes no warranty and disclaims all liability with respect to components or parts damaged by, or worn due to, corrosion or erosion. ***Seller makes no warranty with respect to lead-acid batteries, turbine engines or avionics equipment. For warranty on these excluded parts, the buyer must look to the original manufacturer. Normal wear and tear of parts such as seals, tires, inner tubes, bulbs, packings, and other consumable parts, as well as those parts whose list price is \$50.00 or less, are excluded from coverage under this limited warranty.***

## Contact Information

### Senior Warranty Administrator

[Warranty.Support@airbus.com](mailto:Warranty.Support@airbus.com)

### Customer Service Representatives

[ServiceCenter.Support@airbus.com](mailto:ServiceCenter.Support@airbus.com)

[Northwest.Support@airbus.com](mailto:Northwest.Support@airbus.com)

[Southwest.Support@airbus.com](mailto:Southwest.Support@airbus.com)

[Gulf.Support@airbus.com](mailto:Gulf.Support@airbus.com)

[Northeast.Support@airbus.com](mailto:Northeast.Support@airbus.com)

### AirbusWorld Signup and Support

[Keycopter.support@eurocopterusa.com](mailto:Keycopter.support@eurocopterusa.com)



## Exhibits

- A Airbus Terms & Conditions
- B Signature Page
- C LPP Identification Form
- D Price Schedule
- E VOSBP Tracking ID Form
- F Certificate of Interested Parties
- G Trade-In Acceptance Conditions
- H Airframe Warranty
- I **Safran Arriel 2D Engine Warranty**

**WARRANTY TERMS AND CONDITIONS**  
**ARRIEL 2D ENGINE**  
**(HELICOPTER: H125 / H130)**

**Applicable to helicopters delivered from January 1st, 2018**

## 1 - PURPOSE

Safran Helicopter Engines warrants the ARRIEL 2D Equipment is free from defects in material or workmanship, for the warranty period described in article 3 and with the exception of the cases set out in article 4.3 below.

Safran Helicopter Engines does not warrant the Time Between Overhauls (TBO) of the Engine and Modules, nor the life limit of Life Limited Parts (LLP), nor the time limit of Usage Limited Parts (ULP).

The present warranty terms and conditions shall be supplemented by the current Safran Helicopter Engines General Sales Conditions.

## 2- DEFINITIONS

**Accessory** means a part accessible without removing the Engine from the helicopter airframe (LRU).

**Engine** means the ARRIEL 2D turbo-shaft Engine (Modules, accessories, parts).

**Equipment** means the Engine or the Module(s) or the Part(s) or the Accessory(ies), or the Spare Part(s).

**Module** means a subassembly of the Engine interchangeable on site, not requiring any adaptation work or complex tools.

**On condition equipment** means Equipment which is not subject to TBO (Time Between Overhaul).

**Part** means an internal part of the Engine or Module, accessible when the Engine is removed from the helicopter airframe and/or when a Module or Modules are removed from it by a Safran Helicopter Engines maintenance centre or in a Safran Helicopter Engines repair centre.

**Spare Parts** means spare parts to be used for field and/or modular maintenance procedure. Spare parts are identified in the Spare Parts Catalog issued by Safran Helicopter Engines.

**Tool(s)** means a part or assembly made by Safran Helicopter Engines or externally manufactured, necessary for the execution of a maintenance task as defined in the Safran Helicopter Engines Maintenance Manual or Maintenance Technical Instructions.

**Safran Helicopter Engines** means the company Safran Helicopter Engines, or its sites, affiliates.

## 3- TERM OF WARRANTY

The present terms and conditions are applicable immediately and at least upon the date of shipment of the Equipment by Safran Helicopter Engines.

### 3.1. Storage warranty

#### **3.1.1 New Equipment**

Safran Helicopter Engines offers a 24 months storage warranty for Spare engines or Modules and a 12 months storage warranty for Accessories and Spare Parts.

There is no storage warranty for Equipment already installed on helicopter airframe at delivery.

#### **3.1.2 Overhauled and repaired Equipment**

Safran Helicopter Engines offers a 12 months storage warranty for overhauled and/or repaired Engines, Modules, Accessories and Spare Parts.

These 12 months storage warranty also applies to second-hand Engines, Modules and Accessories.

### 3.2. Operational warranty

Operational warranty starts at the end of the storage warranty period or at equipment installation on the helicopter airframe whichever occurs first.

#### **3.2.1 New equipment**

Safran Helicopter Engines offers an operational warranty of:

- **36 months or 2000 flying hours** for new Equipment installed on the helicopter airframe at aircraft delivery and for spare Engines or Modules
- **12 months or 1000 flying hours** for spare Accessories
- **12 months** for Spare Parts and Tools.

#### **3.2.2 Overhauled equipment**

Safran Helicopter Engines offers an operational warranty of:

- **12 months or 500 flying hours** for Engines, Modules, Accessories. This warranty also applies to second-hand Engines, Modules and Accessories with full TBO.

#### **3.2.3 Repaired Equipment**

Safran Helicopter Engines offers an operational warranty of:

- **9 months or 500 flying hours** only applicable on Modules and on Accessories affected by the repair (this warranty does not apply to the complete Engine). This warranty also applies to second-hand Engines, Modules and Accessories with partially consumed TBO.
- **12 months** for Spare Parts and Tools.

The warranty expires whichever limit (flying hours or calendar) occurs first.

There is no hours limitation for On-condition equipment.

The warranty period cannot exceed the two cumulated storage and operational warranty periods.

## 4- EXTENT OF THE WARRANTY

### **4.1. Scope of application**

The warranty is limited to the repair or replacement at Safran Helicopter Engines's sole discretion of the Equipment found defective in material or workmanship and acknowledged as such after technical investigation performed by Safran Helicopter Engines. In the event of replacement, the Equipment unit replaced becomes the property of Safran Helicopter Engines.

Any Equipment repaired or replaced under the warranty benefits from:

- the warranty period outstanding on the initial warranty, or
- the warranty of the repaired or overhauled Equipment,

as the case may be the most favorable of both.

The customer bears the costs of troubleshooting, removal, assembly reinstallation and adjustment of his Equipment. The customer bears all transport costs, taxes and ancillary expenses entailed in shipment of non-repairable Equipment or consumables to Safran Helicopter Engines.

Transport costs, taxes and ancillary expenses entailed in shipment of Equipment are born by the customer if the warranty claim is not accepted by Safran Helicopter Engines.

The Engines and Modules shall be put at the disposal of Safran Helicopter Engines on the customer's premises and the repairable Accessories shall be shipped by the customer at Safran Helicopter Engines's expense (excluding taxes).

### **4.2. Conditions of application**

The warranties offered by Safran Helicopter Engines are conditional upon application of any Safran Helicopter Engines's written instructions including, without limitation, the:

- instructions and storage prescription in the Maintenance Manuals
- operating instructions
- technical documentation

Any Equipment must be operated in conformity with the normal conditions of use and in compliance with EASA/FAA or any other relevant airworthiness authorities' regulations applicable to the Equipment.

The warranty of any Equipment applies on condition that the engine log books, component log cards and exchangeable component log cards are strictly kept up to date.

### **4.3. Exclusions**

The warranties offered by Safran Helicopter Engines do not extend to:

- life Limited Parts or Usage Limited Parts removed having reached maximum time limit,
- labor costs for removal or reinstallation of the Equipment
- the cost of any modifications to be applied,
- repair or replacement of Equipment attributable to:
  - the deterioration of a component belonging to the helicopter airframe,
  - missing parts,
  - non-approved TM source parts,
  - removal or defacing of Safran Helicopter Engines's name, identification mark or serial number (S/N),
  - missing or incomplete Equipment documentation,
  - the normal deterioration, abnormal use, incorrect storage and operations of routine and scheduled maintenance,
  - erosion and corrosion,
  - ingestion of foreign bodies (FOD),
- equipment that cannot be identified as having been delivered originally with the Engine
- repairs made to Equipment by an organization not approved by Safran Helicopter Engines or not provided for in the Maintenance Manuals,
- equipment damaged in accidents, except where the operator can provide proof that the operating anomaly was not a consequence of the accident,
- abnormal use, such as use of the Equipment in attempts at record-setting, in races or in experimental flights,
- repair or replacement of Equipment attributable without limitation to flight in sand-laden atmosphere , fouling of the gas passage areas , lightning strike, immersion in water, hard landing of or dropped Equipment , propeller electrical leads shorting , use of OEI (One Engine Inoperative) rating, use of maximum contingency rating beyond the maximum limitation, overheating, sulphidation, incorrect handling, transport, packaging, protection
- any damage to the Equipment units consecutive to an event of force majeure. Force majeure comprises any unforeseeable, irresistible, independent event beyond the control of the operator such as and not limited to:
  - natural phenomena,
  - war declared or otherwise,
  - explosions, fires, etc.

### **4.4. The warranties offered to the customer may be neither extended, nor modified, nor changed, nor transferred without the prior written consent of Safran Helicopter Engines.**

## 5- WARRANTY CLAIMS PROCESSING

The warranties apply when all of the following conditions are met:

- The customer submits a warranty claim form to Safran Helicopter Engines (by fax or e-mail) or submits it directly in Safran Helicopter Engines web portal.
- The customer sends the warranty claim for the Equipment presumed affected by a defect in material or workmanship within 15 (fifteen) calendar days following discovery of the defect.
- A copy of the logbook or log card and a blank purchase order / work order must be sent with the warranty claim form.
- The customer material must not be shipped by the customer prior to receive the Return Material Authorization (RMA) by the relevant Safran Helicopter Engines front office. As soon as the customer receives the RMA then he must send his Equipment to Safran Helicopter Engines Site listed on the RMA or call our service provider indicated into the RMA for a pickup service and direct shipment to the dedicated Safran Helicopter Engines repair centre under the conditions defined in article 4.1 above, together with the original of the warranty claim form. The up-to-date documentation and purchase order duly completed must be sent within the next 15 (fifteen) calendar days date of receipt of the Equipment at the Safran Helicopter Engines repair centre,
- The packaging complies with the prescriptions laid out in the technical documentation and bears the indications identifying the Equipment presumed affected by a defect together with the references of the Equipment on which the Equipment presumed affected by a defect in material or workmanship has been taken.
- For all customer warranty claims, Safran Helicopter Engines reserves the right to dispatch one of its representatives or a person delegated to inspect the Equipment on which such defect in material or workmanship has been discovered. That person shall have access to consult any document necessary to analyse the situation.
- For the new Equipment and the repaired Equipment, in the event the repair or replacement work lasts more than 7 days, this immobilization period will be added to the warranty period granted to the customer provided the customer is a consumer.

## 6- LIABILITY

Except if the customer is a consumer, the warranties are granted and accepted in place of all other warranties or conditions whether express or implied by statute or otherwise including without limitation any warranty or condition of merchantability or fitness or quality, conditions in contract or in tort or representations. In no event shall Safran Helicopter Engines be liable for any indirect, special, incidental, consequential damage (such as loss of profit, loss of contract, damage to third parties, etc.) arising from the defect in material or workmanship affecting the relevant Equipment.

## 7- APPLICABLE LAW AND DISPUTES

The Warranty Terms and Conditions are governed by French Law.

In the event of dispute, an expert may be appointed as agreed by the parties.

Any dispute arising between the parties concerning the Warranty that cannot be settled amicably within two (2) months following the written notification by one of the parties to the other will be submitted to the courts of Pau (France), which shall be the only competent court to have jurisdiction over the dispute, including in the event of impleader and plural defendants, and even for urgent or protective procedures, as summary proceedings or by petition.

### Care Program®

These Warranty Terms and Conditions are part of a larger customer program called **Care Program®** including:

- « **Warranty program** »: standard (Warranty Terms and Conditions) and extended warranties,
- « **Upgrades program** »: upgrades issued from Airworthiness Directives (ADs) or OEM classified in “support categories”.





SAPD Annual Contract for Purchase of Single  
Turbine Engine Airbus H125 Helicopters  
Solicitation No. RFO 6100015694

January 27, 2023

**Submitted To**

Angela Alonso-Smith  
City of San Antonio  
P.O. Box 839966  
San Antonio, TX 78283-3966

**Submitted By**

Airbus Helicopters, Inc.  
2701 N. Forum Drive  
Grand Prairie, TX 75052

**Company Points of Contact**

**Contracts**

Christie White-Mays  
Manager, Contract Administration  
Email: [christie.white@airbus.com](mailto:christie.white@airbus.com)  
Phone: (972) 641-3455

**Regional Sales**

Bob Coutu  
Regional Sales Manager  
Email: [bob.coutu@airbus.com](mailto:bob.coutu@airbus.com)  
Phone: (972) 641-3773

**Proposals**

Elissa Lee  
Manager, Bids & Proposals  
Email: [elissa.lee@airbus.com](mailto:elissa.lee@airbus.com)  
Phone: (972) 641-3628

**Airbus Helicopters, Inc.  
Proprietary Information Disclosure Restriction Notice**

This document contains proprietary information belonging to Airbus Helicopters, Inc., and its Affiliates. This information is commercially sensitive in nature, is not made available for public review, and is submitted to City of San Antonio on a confidential basis for evaluation and planning purposes only. No other use of the information is permitted without the express written permission of Airbus Helicopters, Inc. Note: Airbus Helicopters logo, AS365N3+<sup>®</sup>, AS565MBe<sup>®</sup>, H120<sup>®</sup>, H125<sup>®</sup>, H125M<sup>®</sup>, H130<sup>®</sup>, H130M<sup>®</sup>, H135<sup>®</sup>, H135M<sup>®</sup>, H145<sup>®</sup>, H145M<sup>®</sup>, H155<sup>®</sup>, H160<sup>®</sup>, H175<sup>®</sup>, H215<sup>®</sup>, H215M<sup>®</sup>, H225<sup>®</sup>, H225M<sup>®</sup>, Helionix<sup>®</sup>, and Fenestron<sup>®</sup> are registered trademarks of Airbus Helicopters, Inc.

## Table of Contents

1. Offer Summary .....	3
2. Overview.....	4
2.1. Airbus Helicopters, Inc.....	4
2.2. Airbus H125.....	4
2.3. H125 in Law Enforcement Missions .....	6
3. Airbus H125 Completion References .....	7
4. Airbus H125 Compliance Matrix.....	8
5. Commercial Conditions .....	20
5.1. Pricing Preamble .....	20
5.2. Configuration .....	25

## 1. Offer Summary



<b>Aircraft</b>	H125						
<b>Price</b>	<table> <tr> <td>2023 (A2)</td> <td>\$7,586,182.00</td> </tr> <tr> <td>2024 (A3)</td> <td>\$7,988,474.00</td> </tr> <tr> <td>2025 (A4)</td> <td>\$8,537,722.00</td> </tr> </table>	2023 (A2)	\$7,586,182.00	2024 (A3)	\$7,988,474.00	2025 (A4)	\$8,537,722.00
2023 (A2)	\$7,586,182.00						
2024 (A3)	\$7,988,474.00						
2025 (A4)	\$8,537,722.00						
<b>Target Delivery</b>	<p>Delivery will occur 285 calendar days after receipt of order.</p> <p><i>Delivery estimate is subject to aircraft availability on a first come first served basis at time of contract execution and receipt of the required deposit.</i></p>						
<b>Progress Payments</b>	<p>20% of total contract value is due net 30 days after contract signature</p> <p>80% of total contract value is due net 30 days COD upon final acceptance and delivery of each aircraft</p>						
<b>Payment Terms</b>	Net 30-days						
<b>Standard Training</b>	Two (2) Pilot courses and one (1) Maintenance course						
<b>Offer Validity</b>	Pricing is valid for fourteen (14) calendar days after the opening of the offer. Upon contract award, prices remain valid subject to SAPD's annual renewal of the contract as described in SAPD's Supplemental Terms and Conditions and may be extended by mutual agreement between the parties.						
<b>Terms and Conditions</b>	Airbus Helicopters, Inc., Standard Terms and Conditions provided as Exhibit A apply						

## 2. Overview

### 2.1. Airbus Helicopters, Inc.

Airbus Helicopters North America (AHNA) provides helicopter completions, engineering services, training, maintenance, repairs, and overhauls. Airbus Helicopters has manufacturing, customizing, and support facilities located in Grand Prairie, Texas; Columbus, Mississippi; and Fort Erie, Ontario. AHNA's production center of excellence in Columbus, Mississippi, provides new production and completion services for both commercial helicopters and the U.S. Army's UH-72 Lakota Light Utility Helicopter. AHNA is proud to have delivered more than 460 UH-72s to the U.S. Army — all on time and on budget.

For over 50 years, our customers have relied on Airbus Helicopters as their partner for advancing the aviation industry in North America. We have grown to a U.S. footprint of over 860,000 square feet with more than 700 employees. AHNA is the leader in four out of five of the market segments, including airborne law enforcement, with 69% of intermediate single engine helicopters in service in airborne law enforcement in North America.

Airbus Helicopters, Inc., is the U.S. affiliate of Airbus Helicopters — the largest helicopter manufacturer in the world. AHNA is a subsidiary of Airbus Group, Inc., the world's second largest aerospace and defense company.

### 2.2. Airbus H125

The H125 brand (AS350 family) of helicopters is the most popular single-engine helicopter in the world. Since its introduction in 1977, the H125 has undergone nine platform evolutions, in addition to six twin-engine variants and thirteen military variants. The AS350 platform benefits from proven product maturity from over 36 million flight hours flown among 6,800 aircraft. The H125 fulfills the FAR 27 regulation for VFR operations by day and night. It offers a Maximum Internal Gross Weight of 5,225



*Figure 1: The H125 offers excellent visibility, a pilot-friendly ergonomic cockpit, and exceptional endurance and speed.*

lbs. and a Maximum All-Up Weight of 6,172 lbs. in external load transport configuration. The H125 continues to evolve in response to customer requirements for greater safety, power, and performance while maintaining a lower cost of acquisition and operation than other alternatives.

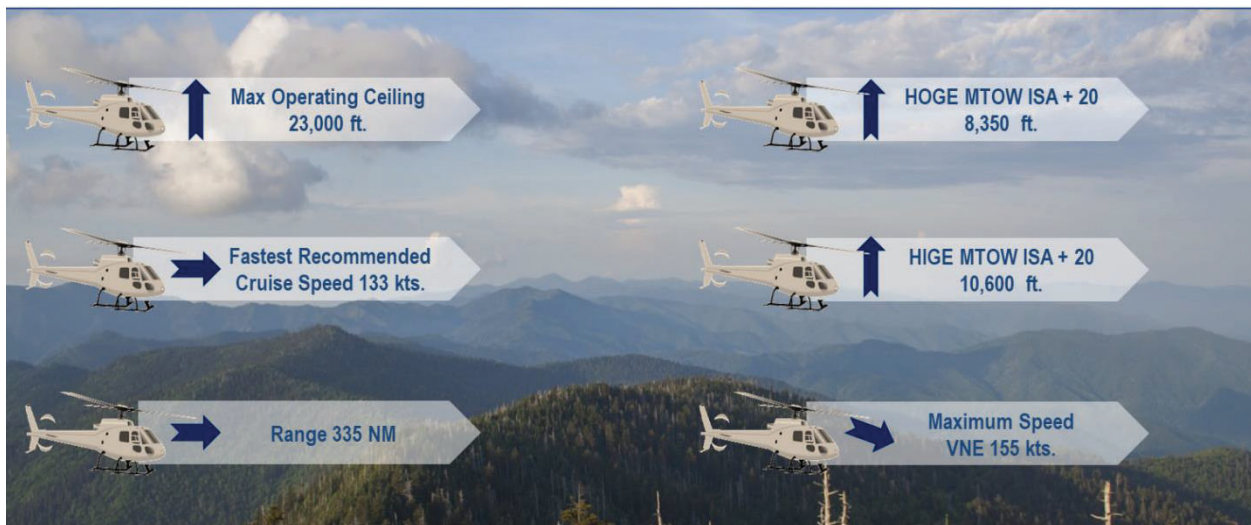
The H125 incorporates the most advanced safety and survivability features available. The H125 is delivered standard with the dual-channel Full Authority Digital Engine Control (FADEC); engine data recorder; dual hydraulic flight control system; 20G energy attenuating crew seats; a

fully-compliant crash-resistant fuel system (14 CFR § 27.952); a very high tail rotor authority; and an optimized Human-Machine Interface (HMI) to reduce pilot fatigue and improve handling.

The H125's STARFLEX<sup>®</sup> 3-bladed rotor system delivers rapid response to pilot inputs for improved maneuverability. Some advantages of the STARFLEX<sup>®</sup> hub include its fail-safe design through its use of composite materials, low vibration levels, and on-condition maintenance. The STARFLEX<sup>®</sup> rotor system uses no bearings, drag damper, or grease fittings, which contributes to lower overall maintenance costs.

The H125's Safran Arriel 2D engine is now certified with a 5,000 hour time before overhaul (TBO) which provides operators with a 25% increase in time before overhaul versus previous engine certifications. The Arriel 2D is equipped with an upgraded triple engine control: a dual channel FADEC unit, plus a third independent and automatic backup channel for triple redundancy (EBCAU: Engine Back-up Control Ancillary Unit). The engine is fitted with an Engine Data Recorder that manages cycle count, engine creep, and usage tracking for more predictive maintenance. The multifunction Vehicle and Engine Multi-Function Display (VEMD) incorporates the First Limit Indicator, which allows for rapid identification of all main vehicle and engine performance parameters at one glance on a friendly dual LCD screen. Furthermore, the engine does not require hot section inspections, which means lower maintenance costs and increased aircraft availability.

## H125 – THE BEST PERFORMANCE IN ITS CLASS



The H125's glass cockpit features a fully configurable instrument panel with plenty of room to the left and center for additional mission equipment. All instruments are highly visible and the HMI is configured for intuitive pilot operation. The Synthetic Vision System (SVS), certified by Airbus Helicopters, provides a 3D view of the helicopter external environment on any of the helicopter's Multi-Function Displays. The SVS is a clear and intuitive tool for pilots to anticipate upcoming terrain, when the horizontal distance of visibility is less than the SVS range and to support pilots to find external visual references (e.g., rivers, valleys, or mountains).

The H125 features an undivided, open-cabin concept. The seat rails and seat travel can better accommodate pilot height, improve comfort, and prevent fatigue, which enhances situational awareness. The rear, fold-up passenger seats are all forward facing, and the wide, flat floor of the cabin offers more mission flexibility for accommodating specialized teams, equipment, and emergency transport. Sliding doors provide quick access and easy loading.

## **2.3. H125 in Law Enforcement Missions**

The H125 is well adapted to multi-role law enforcement missions: surveillance, command and control, search and rescue, SWAT unit transportation, hoisting of canine units, and flying border patrol in high and hot conditions. The H125 offers excellent visibility, a pilot-friendly ergonomic cockpit, and exceptional endurance and speed. The unobstructed flat floor cabin concept and low vibration level allow for the installation of all necessary equipment, including fully integrated law enforcement instrument panels, infrared cameras, and tactical consoles. The H125 is capable of high-speed pursuits and offers excellent maneuverability with low vibration levels in tight orbits. Thanks to its FADEC-equipped engine, starting the H125 is automatic and very simple. Its modular design makes it easy to maintain, increasing its availability rate. The H125 offers day and night VFR flight capability and can be customized with NVG-compatible lighting sources and instruments. Police forces in some 30 regions across the world already operate aircraft from the H125 family.

## 3. Airbus H125 Completion References

### Las Vegas Metropolitan Police Department

---

**Steve Morris, Jr.**  
Las Vegas Metropolitan Police Department  
3600 Thunderbird Field Road  
N. Las Vegas, Nevada 89302  
P: (702) 828-3552  
E: s5620m@lvmpd.com

### Metropolitan Nashville Police Department

---

**Sgt. Kurt J. Knapp**  
Metropolitan Nashville Police Department  
2715B Tucker Road  
Nashville, TN 37218  
P: (615) 862-7628  
E: kknapp@police.nashville.org

### Pinellas County Sheriff's Office

---

**Bryan Smith**  
Pinellas County Sheriff's Office  
4640 General Howard Drive  
Clearwater, FL 33762  
P: (407) 222-8644  
E: bsmith@pcsonet.com



## 4. Airbus H125 Compliance Matrix

Section	Requirement	Compliance	AHI Comments
<b>004 - SPECIFICATIONS / SCOPE OF SERVICES</b>			
<b>4.1</b>	<b>BACKGROUND:</b>		
	The City of San Antonio is soliciting bids for the purchase of 3 new single engine turbine Airbus H125 helicopters and training sessions annually during City Fiscal Years 2023, 2024, and 2026. The helicopters purchased shall each be Airbus latest model years 2023, 2024 and 2026 or newer in accordance with the specifications listed herein for the San Antonio Police Department (“SAPD”). The helicopter Airbus Helicopters, Inc. (AHI) configurations shall also be based on manufacturer’s latest model year. The helicopters will be added to the current fleet of one Airbus H125 and three Airbus models EC120B. The purchase of each Airbus H125 will replace one Airbus EC120B in the fleet. Bids of the same model will be considered. The Helicopter is a multipurpose aircraft that will be utilized by the SAPD Helicopter Patrol Unit and will be operated in urban environments providing air support to uniformed, field and covert police units as well as search and rescue operations, firefighting capabilities, and SWAT insertions.	<b>Compliant</b>	
<b>4.2</b>	<b>GENERAL REQUIREMENTS:</b>		
4.2.1	Vendor shall be experienced in the configuration of Public Health and Safety helicopters for law enforcement. Vendor shall provide a Single Engine Turbine Helicopter, Airbus H125 with a minimum of 3 rotor blades and 6 seats with standard equipment. Equipment shall be a brand new, per manufacturer’s latest design, a standard production model and manufactured within 6 months of delivery to City. All parts and components shall be installed new and unused. Vendor shall service the helicopter in accordance with the manufacturer’s recommended pre-delivery checklist. The helicopter must be ready for operation upon delivery and shall include all manufacturer’s standard equipment unless otherwise specified herein and as follows.	<b>Compliant</b>	
A.	The respondent shall have the capability to handle the volume and capacity of required maintenance, specifically major airframe and structural modifications, the integration and repair of avionics and mission suite components.	<b>Compliant</b>	
B.	The respondent’s repair station shall employ a minimum of 15 FAA Airframe and Powerplant (A&P) license holders and have at least two FAA Inspection Authorization (IA) certificate holders on staff.	<b>Compliant</b>	
C.	The respondent’s repair station A&Ps and IAs must have received training on maintenance procedures from the manufacturer, Eurocopter / AIRBUS Helicopters, on the AS350/Airbus H125 series.	<b>Compliant</b>	
D.	The respondent’s repairs and service shall comply with all current component manufacturer STC (Supplemental Type Certificates), FAA regulations and Airbus Maintenance Manuals.	<b>Compliant</b>	
E.	The Respondent’s repair station shall have a climate controlled paint booth facility with full paint mixing and graphics capability.	<b>Compliant</b>	
F.	The Respondent shall have completed at minimum of at least three full turnkey law enforcement helicopter AIRBUS AS350/H-125 completions in the last five years, to include hoist provisions integration. Documentation must be submitted with proposal response. Documentation must be in the form of work orders and a list of references	<b>Compliant</b>	
G.	The respondent must be an AIRBUS/Eurocopter Service center or AIRBUS/ Eurocopter Fleet Operator.	<b>Compliant</b>	
H.	The respondent’s facility shall be located within 300 NM straight line distance from the City of San Antonio	<b>Compliant</b>	



Section	Requirement	Compliance	AHI Comments
I.	The respondent shall be able to complete this project within 110 working days or less.	<b>Partial</b>	AHI and SAPD will mutually agree to the delivery date of the aircraft as configured referenced in Section 5.2, including any identified risk and mitigation measures. Any changes to the configuration will be mutually agreed upon, with any resulting impacts to the price and/or delivery schedule to be amended accordingly. The delivery requirements in Section 4.2.6 and Section 4.2.1(H) of the RFO are not aligned
4.2.2	Quantity and Model: This RFO is for one new, current year model, Single Engine Turbine Helicopter, Airbus H125 of the type currently in production at the time of bid award.	<b>Compliant</b>	
4.2.2.1	Additional requirements include: Progress Inspections, Standard Pilot Training Classes, Recurrency Flight Training, and Mechanic Training, Travel (on a reimbursement basis),and Warranty as specified herein.	<b>Compliant</b>	
4.2.3	Vendor offer shall include and provide the latest manufactured model and all upgrades that are available at the time of delivery at no additional charge.	<b>Compliant</b>	
4.2.4	Prices quoted are FOB Destination, San Antonio Police Department Hangar at 1233 99th Street, San Antonio, Texas, 78234 either via an acceptance flight and return flight to San Antonio, Stinson Airport, by two San Antonio Police Department Helicopter Detail members or freight truck as determined by the San Antonio Police Helicopter Detail.	<b>Compliant</b>	Per Addendum III, AHI has quoted FOB, completion facility.
4.2.5	Delivery - All deliveries will be coordinated with San Antonio Police Department Helicopter Detail Supervisor.	<b>Compliant</b>	
4.2.6	Delivery must occur within 6 months after City's issuance of a Purchase Order. City will take early delivery. The completion facility must be located within 300 NM straight line distance from the City of San Antonio	<b>Partial</b>	AHI and SAPD will mutually agree to the delivery date of the aircraft as configured referenced in Section 5.2, including any identified risk and mitigation measures. Any changes to the configuration will be mutually agreed upon, with any resulting impacts to the price and/or delivery schedule to be amended accordingly. The delivery requirements in Section 4.2.6 and Section 4.2.1(H) of the RFO are not aligned
4.2.7	All Bidders shall submit in offer a copy of 004 Specifications/Scope of Work, Section 4.3 Product Specifications Per Helicopter, on pages 11-14 herein. The Vendor shall indicate on each item specification number whether they are in Compliance, equal quality or other for each specification requirement. The vendor should clearly write Compliant, Equal quality, or Other. Any elaboration needed by vendor for the item specification should be included in this area as well. "Other" is only acceptable if it exceeds these specifications.	<b>Compliant</b>	
4.2.8	PRESUBMITTAL CONFERENCE: A pre-bid WEBEX conference will be held on December 21, 2022 at 1:00 P.M. Central Time. DIAL IN INFORMATION: 1-415-655-0001, ACCESS CODE: 2452 341 6555	<b>Compliant</b>	
4.2.8.1	QUESTIONS: Final Questions must be emailed to the Procurement Specialist Angela.Alonso-Smith@sanantonio.gov by January 6, 2023 by 4:00 p.m. Central Time. Responses will be provided in an Addendum and posted in SAEPS.	<b>Compliant</b>	

Section	Requirement	Compliance	AHI Comments
4.2.9	Modifications. The model helicopter offered for purchase must incorporate all modifications currently in effect for current production of that model at the time of bid response. The estimated cost(s) for Vendor to accomplish any anticipated modifications must be itemized on the bid and included in the total price bid for the helicopter.	Compliant	
4.2.10	Certification. The helicopter must have a standard airworthiness certificate issued by the Federal Aviation Administration (FAA) at the time of Vendor's bid. All installed equipment and accessories must have FAA approval, and have no negative impact on the standard airworthiness certificate. All equipment and accessories specified must be installed to meet SAPD's mission specifications and shall be FAA approved by an Supplemental Type Certificate ("STC"), or under an FAA "337" field approval.	Compliant	
4.2.11	Airworthiness Directives. Helicopters must meet all current airworthiness directives at the time of delivery. Any anticipated airworthiness directives must be listed on the bid, along with estimated costs associated with their compliance.	Compliant	AHI will provide an aircraft fully compliant with mandatory service bulletins and airworthiness directives due at time of delivery at no additional cost to the customer.
4.2.12	Paint & Graphic Design: All exterior painted airframe parts shall be covered with high quality polyurethane paint in a minimum three-color paint scheme and include the SAPD custom graphic design per Attachment F herein.	Compliant	
4.2.13	Empty Weight and Useful Load (Internal and External). All bids shall include the helicopter's estimated empty weight and the estimated internal and external useful loads based on the installation of all equipment as specified herein. Helicopter must have a minimum of 2100 lbs. of external useful load and 1300 internal useful load.	Compliant	
4.2.14	Basic Aircraft. Any equipment, capabilities, or provisions provided on a basic equipped aircraft of the make and model offered by the bidder shall be included on the aircraft per manufacturer's latest model in production. The equipment, provisions and capabilities specified herein are the minimum requirements.	Compliant	
4.2.15	Warranty. The helicopter and all optional equipment manufactured by the helicopter manufacturer shall be covered by a warranty until the unit reaches at least 3 years/2500 hours on the airframe and 3 years/2500 hours on the engine, whichever occurs first, after acceptance. The warranty period shall commence on the date and time the SAPD accepts the completed aircraft. The acceptance shall be in writing, dated and signed by the SAPD Helicopter Detail Supervisor or Traffic Captain, and shall identify the helicopter being accepted. The warranty shall cover labor, transportation, materials, parts and equipment, including repair or replacement for defective parts or faulty installation. The Vendor shall include a copy of the helicopter's warranty in their bid submission.	Compliant	AHI's standard airframe warranty is 3 years/2000 hours, whichever occurs first, with 1 year of labor. The price for the additional 500 hours and full labor/shipping coverage has been itemized in Section 5.1 Pricing Preamble. Safran's standard engine warranty is 3 years/2000 hours, whichever occurs first, without labor and shipping. The price for the additional 500 hours has been itemized in the Section 5.1 Pricing Preamble. Refer to Exhibit H for AHI's Airframe Warranty and Exhibit I for Safran's Engine Warranty.
4.2.16	Progress Inspections. The City reserves the right to conduct 2 scheduled plant inspections and 1 acceptance and delivery inspection by three to four members of the San Antonio Police Helicopter Detail to inspect the aircraft at Shreveport, LA.	Compliant	AHI welcomes SAPD to conduct Progress Inspections. Specific dates and times will be agreed upon at the preliminary design review meeting.
4.2.16.1	FIRST INSPECTION - Shall be a PDR (Preliminary Design Review) and will occur after contract award and before beginning the helicopter configuration.	Compliant	AHI recommends that a PDR be held within 14 calendar days post award in order to maintain delivery schedule.

Section	Requirement	Compliance	AHI Comments
4.2.16.2	SECOND INSPECTION - Progress Inspection shall occur when the unit reaches 1/2 completion.	Compliant	
4.2.16.3	THIRD INSPECTION - Acceptance and Delivery shall occur when the helicopter is complete and ready for delivery.	Compliant	
	The first two inspections will consist of 2 nights stay, unless problems dictate longer visits and third inspection will consist of 3 nights stay. All travel expenses defined in Section 4.6 Reimbursable Travel Expenses will be paid/reimbursed by vendor. Transportation shall be by air if the location is greater than 150 miles from San Antonio. During acceptance and delivery, Airfare will not apply for the two (2) City mechanics. City mechanics will drive the City truck to the acceptance location to transport tools, ground handling equipment, spares, cases, manuals, and documents back to San Antonio.	Compliant	
<b>4.3</b>	<b>PRODUCT SPECIFICATIONS PER HELICOPTER:</b>		
	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. See Attachment I -Helicopter AHI Configuration for years 2023, 2024, and 2026.	Compliant	
4.3.1	AIRFRAME		
	Single engine turbine helicopter with minimum of 3 rotor blades and 6 seats with all standard equipment included. Blades (3 Each) with high visibility painted (M/R) rotor blades, to include shipping blade box that holds a complete set of aircraft blades.	Compliant	
4.3.1.1	AIRFRAME EXTERIOR - Three color exterior in SAPD paint scheme. (TBD by City upon award) See Attachment F – SAPD Helicopter Custom Graphic herein.	Compliant	
4.3.2	STANDARD BASIC AIRCRAFT		
4.3.2.1	LH Sliding Door w/Reduced Hi-Vis Door	Compliant	
4.3.2.2	Cabin Heating/Demisting Circuit	Compliant	
4.3.2.3	High Skid Landing Gear	Compliant	
4.3.2.4	Long Boarding Steps	Compliant	
4.3.2.5	Night Vision Goggle (NVG) , Vehicle Engine Monitor Device (VEMD) operations	Compliant	The VEMD comes factory standard modified for NVG operations. The avionics equipment will be modified by Aerodynamix during the completion.
4.3.2.6	200 Amp Auxelic Starter Generator	Compliant	
4.3.2.7	LED Fin Anti-collision Light	Compliant	
4.3.2.8	Vision 1000 Flight Data Monitoring System	Compliant	
4.3.2.9	Enhanced Thermal Protection on Rear Transmission	Compliant	
4.3.2.10	Right Hand Rear Sliding Door	Compliant	
4.3.2.11	Step – Cowling Maintenance – LH/RH	Compliant	
4.3.2.12	Pulsed Landing and Taxi Light	Compliant	AHI offers the Luminator taxi and pulsed landing light as standard equipment. Installed per 4.3.8.5.
4.3.2.13	Hi-vis Main Rotor Blades One or Two Color – in Customer selected scheme and color	Compliant	
4.3.2.14	Exterior: Choice of up to three (3) colors	Compliant	Reference 4.2.12 of the Price Schedule and AHI's configuration found in Section 5.2 of AHI's RFO response.
4.3.2.15	Interior: Factory covered seat cushions with protective vinyl flooring or coordinating utility carpet.	Compliant	AHI's factory standard is vinyl flooring only.
4.3.2.16	Rotor Brake	Compliant	

Section	Requirement	Compliance	AHI Comments
4.3.2.17	Wire Strike Protection System – EC – Fixed Provisions	Compliant	
4.3.2.18	Energy-Attenuating Seats – Pilot & Copilot	Compliant	
4.3.2.19	Kit to Increase Gross Weight to 2,370 KG (5,225 LB) - (Dual Hydraulic)	Compliant	
4.3.2.20	Dual Hydraulics	Compliant	
4.3.2.21	LED Position Lights – RH/LH	Compliant	
4.3.2.22	Rupture/crash Resistant Fuel Cell	Compliant	
4.3.2.23	Aft Baggage Door Mod	Compliant	
4.3.2.24	RG350 Battery, Concord Lead Acid	Compliant	
4.3.2.25	Air Conditioner / Eyeball Outlet /NVG Compatible / RSG	Compliant	RSG air conditioner will be installed during the completion of the helicopter by MAI, per 4.3.4.21.
4.3.2.26	Tail Rotor Guard, Removable Parts	Compliant	
4.3.2.27	Fixed Provisions for Track and Balancing equipment on the center console panel for a Chadwick 8500c	Compliant	Track and balance, fixed provisions will be installed during the completion of the helicopter by MAI, per 4.3.4.20.
4.3.3	STANDARD AVIONICS		
4.3.3.1	COM/NAV/GPS Garmin/ GTN650Xi	Compliant	
4.3.3.2	NAV/COM Garmin / GNC255A	Compliant	
4.3.3.3	Electronic Flight Display System, G500 TXi, Garmin (to include Synthetic Vision Option and Chart view Option Enabled Card)	Compliant	
4.3.3.4	Trilogy Electronic Standby Instrument, ESI-20000, L3	Compliant	With the step-2 H125 certification, the ESI-2000, has been replaced with the Garmin, GI-275.
4.3.3.5	Digital Clock - Chronometer, Davtron M850	Compliant	Davtron M850 digital clock will be installed during the completion of the helicopter by MAI.
4.3.3.6	ELT, 406AP-H Integra Extended Range, Kannad	Compliant	
4.3.3.7	Wireless Airborne Communication System (MINI-WACS)	Compliant	
4.3.3.8	Loose Equipment - Audio GMA350H Garmin	Compliant	
4.3.3.9	Transponder / GTX 345R // with ADSB in & out GARMIN	Compliant	
4.3.4	ADDITIONAL AIRFRAME EQUIPMENT		
4.3.4.1	Engine – facet oil filter – purolator facet	Compliant	
4.3.4.2	Barrier filter – B3, standard pedestal dual HYD – FDC	Compliant	
4.3.4.3	Battery relocation – RG390E lead acid – to tail boom – (large door) – ECL	Compliant	
4.3.4.4	Collective barrier – aft pedestal – non ems ( excludes customization) – AH	Compliant	
4.3.4.5	Door – LH FWD tour – short – clear (door only) – AHCA	Compliant	
4.3.4.6	Door – RH FWD tour – short – clear (door only) – AHCA	Compliant	
4.3.4.7	Dual controls with twist grip – Removable L/H B3E only – ECF	Compliant	
4.3.4.8	Engine wash kit with bottle B2/B3 – AHI	Compliant	
4.3.4.9	Heavy duty cargo tie down rings – AHI	Compliant	
4.3.4.10	Hydraulic ground power receptacle kit – ECF	Compliant	
4.3.4.11	Instrument full width panel – (excludes customization) – AHI	Compliant	
4.3.4.12	Light – belly mounted strobe led, red/ – AHI/Whelen	Compliant	
4.3.4.13	Light – controllable landing – 450W / B3 – AHI	Compliant	
4.3.4.14	Light – overhead/ map – pilot & copilot – AHI	Compliant	

Section	Requirement	Compliance	AHI Comments
4.3.4.15	Radar altimeter – Garmin GRA5500, displayed on G500H, with S67-2002 antenna	Compliant	Radar Altimeter, GRA5500 will be installed during the completion of the helicopter by MAI, per 4.3.6.33.
4.3.4.16	Skid shoes – Heavy Duty carbide full length wear plate- Dart (D350-1023-011)	Compliant	
4.3.4.17	Cable cutter without wiper deflector, removable parts – AHF	Compliant	
4.3.4.18	Track and balance provisions for Chadwick	Compliant	Fixed provisions will be installed for the Chadwick track and balance.
4.3.4.19	EFIS – flight display – G500H video display option	Compliant	
4.3.4.20	Exterior Paint – additional charge for painted eagle logo	Compliant	
4.3.4.21	Air Condition B3 RSG side mounted option	Compliant	
4.3.4.22	Exterior: Choice of up to three colors	Compliant	
4.3.5	MISSION EQUIPMENT		
4.3.5.1	Bambi bucket model #1821 electrical provisions	Compliant	Does not include the bambi bucket.
4.3.5.2	Cargo mirror - double - RH (350-200264-03) – ECL	Compliant	
4.3.5.3	Cargo swing - 3,086LB hydraulic release - Complete with load cell / B3 – onboard	Compliant	
4.3.5.4	Hoist electrical 500 LBS, fixed parts / GOODRICH STC[SR01954LA	Compliant	
4.3.5.5	2027 AIRCRAFT Only - Hoist electrical 500 LBS, removable parts / GOODRICH STC[SR01954LA	Compliant	
4.3.5.6	Mount, down post utility - meeker - (Flir, Wescam, & TLX / 5) STC [SR01784LA	Compliant	
4.3.5.7	Mount, down post utility - meeker - (Downlink Antenna) STC [SR01784LA]	Compliant	
4.3.5.8	Full cyclic control - relay box (incl. cyclic 4-way, focus control, on/off)	Compliant	
4.3.5.9	Lojack mount – Customer Furnished Equipment (CFE)	Compliant	
4.3.5.10	PA AEM Speaker System - 600 watt (LS 600 speakers & LSA400-001 amp & LSC22-001N) – AHI	Compliant	
4.3.6	ADDITIONAL AVIONICS		
4.3.6.1	Audio panel / G13115 / Geneva, (2) EA	Compliant	
4.3.6.2	Audio panel / G13116 / Geneva	Compliant	
4.3.6.3	Audio router / G13000 / Geneva	Compliant	
4.3.6.4	Footswitch / L-2-S / line master	Compliant	
4.3.6.5	4 Station rear ICS / - / AHI	Compliant	
4.3.6.6	4 Band FM transceiver / TDFM-9300 /Technisonic	Compliant	Price is subject to adjustment pending project #.
4.3.6.7	Rear Xmit switch / RS12-020/ NAT	Compliant	Price is subject to adjustment pending project #.
4.3.6.8	FM VHF antenna / CI 292-3 / Comant	Compliant	Price is subject to adjustment pending project #.
4.3.6.9	UHF LO antenna / CI 275 / Comant	Compliant	Price is subject to adjustment pending project #.
4.3.6.10	UHF HI antenna / CI 285 / Comant	Compliant	Price is subject to adjustment pending project #.
4.3.6.11	800MHZ antenna / CI 306 / Comant	Compliant	Price is subject to adjustment pending project #.

Section	Requirement	Compliance	AHI Comments
4.3.6.12	Transceiver, 800 MHZ / XL series/Harris – Customer Furnished Equipment (CFE)	Compliant	Equipment provided by SAPD will arrive with the appropriate serviceable tags. In the event equipment provided by SAPD fails during testing; 1) repaired or new equipment will be provided within seven (7) calendar days, 2) SAPD is liable for all associated costs of repaired and/or new equipment, and 3) if the equipment cannot be provided within the time allotted, the delivery schedule will be modified accordingly.
4.3.6.13	28-14VDC Converter / UC28-14 / KGS	Compliant	
4.3.6.14	Aux handheld interface / AA34-300 / NAT	Compliant	
4.3.6.15	Headset jack / TJ-120 / Nexus, (2) EA foot steps	Compliant	
4.3.6.16	Coil Cord/CIX414HK3-6P/Comm Innovations, (9) EA	Compliant	
4.3.6.17	Maintenance coil cord / CIX211L/50-74M / Comm Innovations, (2) EA	Compliant	
4.3.6.18	SAR direction finder / RT-600 L / Rhotheta	Compliant	AHI proposes part number RT 600-L-N.
4.3.6.19	Monitor, 17", NVG, MOUNTED IN FULL PANEL / MB18W / MACRO BLUE	Compliant	The monitor part number that is called out (MB18W) is not a 17" monitor. MB18W is an 18" monitor and will not fit in the full panel. AHI proposes utilizing the same monitor that is installed in H125 SN 8563, which is a 17" Macro Blue monitor part number MB17W.
4.3.6.20	Moving map / ARS-700C / Churchill Navigation	Compliant	
4.3.6.21	Router Outer W/External Antenna - SIMM CARD - CFE	Compliant	
4.3.6.22	Lojack on off / LED-42-15-ND-39609 / Aerospace Optics	Compliant	
4.3.6.23	Lojack antennae / EXB164BNX / Centurion, (4) EA	Compliant	
4.3.6.24	Dual USB charging port / TA102 / Mid-Continent, (4) EA	Compliant	
4.3.6.25	Key loader cable for TDFM9000 / KVL9000 / Technisonic	Compliant	
4.3.6.26	PC cable for TDFM9000 / PC9000 / Technisonic	Compliant	
4.3.6.27	G500TXi Video enabled card	Compliant	
4.3.6.28	Bullet camera / D1-CAM-E600 / Data Toys	Compliant	
4.3.6.29	Annunicator "NSUN ON" / LED-40-17-KB-EO3FB / Applied Avionics	Compliant	
4.3.6.30	TAC RADIO RELAY / MOR-4RT5A-28DC / AHI	Compliant	
4.3.6.31	TAC Radio Inhibit Switch/LED-42-14-ND-EOHHJ/Applied Avionics	Compliant	
4.3.6.32	Aerodunamix Cockpit NVG STC	Compliant	
4.3.6.33	Radar Altimeter-Garmin GRA 5500, displayed on G500TXi, W/ S67-2002 ANT	Compliant	
4.3.6.34	Engineering & System Integration	Compliant	
4.3.6.35	Provisions for DVR - 12V PWR, Audio & Video	Compliant	
4.3.6.36	Avionics Shelf- LH Baggage	Compliant	
4.3.6.37	ADSB-Unlock Enablement NVG	Compliant	
4.3.6.38	Enablement Card	Compliant	
4.3.6.39	HTAWS Enablement	Compliant	
4.3.6.40	Radar Altimeter-Enablement Card	Compliant	



Section	Requirement	Compliance	AHI Comments
4.3.6.41	Belly FLIR Disconnect.	Compliant	
4.3.7	STANDARD FACTORY INSTALLED OPTIONS (Included)		
4.3.7.1	Enhanced thermal protection on rear transmission	Compliant	Installed per 4.3.2.9
4.3.7.2	Right hand rear sliding door	Compliant	Installed per 4.3.2.10
4.3.7.3	200 AMP Auxelic starter generator	Compliant	Installed per 4.3.2.6
4.3.8	STANDARD AHI INSTALLED OPTIONS (Included)		
4.3.8.1	RG350 battery, concord lead acid	Compliant	Installed per 4.3.2.24
4.3.8.2	Backup standby attitude display / efd-750 / I3	Compliant	With the step-2 H125 certification, the L3, EFD-750, has been replaced with the Garmin, GI-275.
4.3.8.3	Dual USB / ta202 / mid-continent	Compliant	
4.3.8.4	Collective activated hour meter	Compliant	
4.3.8.5	Laminator taxi and pulse landing light	Compliant	
4.3.8.6	Step - cowling maintenance - lh/rh	Compliant	Installed per 4.3.2.11
4.3.8.7	Tail rotor guard, removable parts	Compliant	Installed per 4.3.2.26
4.3.9	STANDARD AHI OPTIONS (Included)		
4.3.9.1	HI-VIS Main rotor blade, one- or two-color scheme A or B	Compliant	Installed per 4.3.2.13
4.3.9.2	Interior Flooring	Compliant	Installed per 4.3.2.15
<b>4.4</b>	<b>CNC TECHNOLOGIES H125 AIRBORNE SYSTEM</b>		
4.4.1	TLX Searchlight	Compliant	
4.4.2	Power conditioning interface unit MKIII (PCIU)	Compliant	
4.4.3	Control interface unit - (flight control interface)	Compliant	
4.4.4	Grip hand controller assembly	Compliant	
4.4.5	Standard cables MKIII option	Compliant	
4.4.6	Spectral filters for filter wheel	Compliant	
4.4.7	NM filter	Compliant	
4.4.8	Visible near red filter	Compliant	
4.4.9	Amber filter	Compliant	
4.4.10	IRU grip controller mounting bracket	Compliant	
4.4.11	Pelican cases (searchlight, PCIU, cables)	Compliant	
4.4.12	Training and support	Compliant	
4.4.13	Troll Airborne 6.5GHZ Downlink System	Compliant	
4.4.14	Troll link box transmitter system	Compliant	
4.4.15	Troll High Performance Skylink Mini ii Direction Antenna with internal INS	Compliant	
4.4.16	Installation connector kit	Compliant	
4.4.17	GPS Antenna & cable for antenna pod	Compliant	
4.4.18	Skylink Controller,NVG-C100	Compliant	
4.4.19	(3) Each- Dovetail, Lower Male DT-1 meeker WESCAM. TLX Downlink Antenna	Compliant	
4.4.20	(3) Each- Dovetail, Upper Male DT-11 meeker WESCAM, TLX Downlink Antenna	Compliant	
4.4.21	1 Each -Wescam MX10 - SD thermal & HD daylight imagers, gimbal with/ IMU, hand controller unit	Compliant	
4.4.22	2 Each -Wescam MX10- Electro optic narrow day TV camera	Compliant	
4.4.23	2 Each -Wescam MX10 - Lowlight continuous zoom TV	Compliant	
4.4.24	2 Each -Wescam MX10 - Geo package data with built-in GPS	Compliant	
4.4.25	2 Each -Wescam MX10 - Image-Fusion-10 Image Fusion Fuse IR and EO Imagery	Compliant	
4.4.26	1 Each -Wescam MX10 - Remote control subsystem interface	Compliant	

Section	Requirement	Compliance	AHI Comments
4.4.27	2 Each -Wescam MX10 – Connector cable kit	Compliant	
4.4.28	Wescam Training shall be at no cost	Compliant	
<b>4.5</b>	<b>TRADE-IN CREDIT</b>		
4.5.1	City seeks offers for the purchase of its current Airbus EC-120B helicopter (the "Trade-in Equipment"). Interested buyers should inspect the Trade-in Equipment prior to making an offer for purchase. Inspections may be arranged by contacting Procurement Specialist III, Angela Alonso-Smith, Email: Angela.alonso-smith@sanantonio.gov. Specific hours and component times will be provided upon request to the Angela Alonso-Smith.	Compliant	
4.5.2	HELICOPTERS OFFERED FOR TRADE-IN FOR YEAR 2023-2024-2026:		
	2023 - TRADE-IN DESCRIPTION 2013 Airbus Helicopter (formerly Eurocopter) ▪ Model: EC120B ▪ S/N: 1683 ▪ Registration: N573AG ▪ Total Time: 7413.6 hours (as of October 24, 2022 and subject to change due to ongoing use)	Compliant	Refer to Section 5.1, Pricing Preamble, for further details.
	2024 - TRADE-IN DESCRIPTION 2013 Airbus Helicopter (formerly Eurocopter) ▪ Model: EC120B ▪ S/N: 1686 ▪ Registration: N820PM ▪ Total Time: 6167.3 hours (as of October 31, 2022 and subject to change due to ongoing use)	Compliant	Refer to Section 5.1, Pricing Preamble, for further details.
	2026 - TRADE-IN DESCRIPTION 2015 Airbus Helicopter (formerly Eurocopter) ▪ Model: EC120B ▪ S/N: 1688 ▪ Registration: N520DT ▪ Total Time: 4199.8 hours (as of October 31, 2022 and subject to change due to ongoing use )	Compliant	Refer to Section 5.1, Pricing Preamble, for further details.
4.5.3	The City of San Antonio reserves the right to retain any trade-in unit and accept equipment offered by the dealer based on price quotations for the new equipment only, without consideration for trade-in values offered, or to use a combination of quoted new equipment price less trade-in offers, whichever is most advantageous to the City. Bids for outright purchase of trade-in equipment will be considered.	Compliant	
4.5.4	TRADE-IN PERFORMANCE BOND- A successful bidder for outright purchase of the trade-in unit will be required to provide a performance bond, cashier's check or certified check in the amount of 100% of the total trade-in value awarded to the bidder. This will be required within ten (10) days of notification. Bond, cashier's check or certified check will not be returned until the trade-in unit has been accepted and paid for by the successful bidder.	Compliant	
4.5.5	Trade-in unit will become available only as new unit included in this bid has been in service for a minimum of eight (8) workdays. In no circumstances shall Trade-in Equipment be removed if to do so would leave City without fully operational replacement Equipment. Buyer of Trade-in Equipment shall be required to remove Trade-in Equipment at Buyer's own expense. Trade-in unit will be operational, but turned over to the successful bidder in an "as is" condition.	Compliant	
4.5.6	EQUIPMENT IS BEING SOLD AS-IS WITHOUT WARRANTY OF ANY KIND AND CITY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE CITY OR ITS EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF CITY'S OBLIGATIONS HEREUNDER, AND BIDDER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.	Compliant	



Section	Requirement	Compliance	AHI Comments																																				
4.5.7	In the event a trade in unit becomes damaged by accident or neglect, the City reserves the right to retain the trade in or perform necessary repairs. Bidders will be required to pick up trade-in unit within seven (7) days of notification. Buyer shall coordinate the removal with City.	Compliant	AHI agrees, provided that we have the right to reassess the value based on the extent of the damage.																																				
<b>4.6</b>	<b>REIMBURSABLE TRAVEL EXPENSES</b>																																						
	Travel expenses for PDR, inspections and training as specified herein shall be reimbursable by vendor to SAPD.	Compliant																																					
	Reimbursable expenses for Travel shall include: Airfare 14-21-day advance ticketing, baggage fees paid each way, hotel, car rentals (shared mid-size), insurance included, and meals per diem (per current applicable GSA rate for local economy ) / per day / per attendee or student.	Compliant																																					
4.6.1	<b>PROGRESS INSPECTIONS TRAVEL EXPENSES</b>																																						
	Progress inspections defined in Section 4.2.16 herein which consist of 2-3 night stays, as needed per trip shall be paid and reimbursed by vendor and include the following:	Compliant																																					
	<table border="1"> <thead> <tr> <th>Reimbursable Travel Expenses</th> <th>SAPD # of Representatives</th> <th>Roundtrip Airfare</th> <th>Hotel Per Representative</th> <th>*Car Rental + Meal Per Diem + Incidental Expenses</th> <th>Baggage Fee Included</th> </tr> </thead> <tbody> <tr> <td>Progress Inspection Trip # 1 to Vendor</td> <td>3</td> <td>3</td> <td>3</td> <td>2 Cars</td> <td>1 checked bag per person</td> </tr> <tr> <td>Progress Inspection Trip # 2 to Vendor</td> <td>3</td> <td>3</td> <td>3</td> <td>2 Cars</td> <td>1 checked bag per person</td> </tr> <tr> <td>Progress Inspection &amp; Delivery Trip #3 to Vendor</td> <td>7</td> <td>7</td> <td>3</td> <td>3 Cars</td> <td>1 checked bag per person</td> </tr> </tbody> </table>	Reimbursable Travel Expenses	SAPD # of Representatives	Roundtrip Airfare	Hotel Per Representative	*Car Rental + Meal Per Diem + Incidental Expenses	Baggage Fee Included	Progress Inspection Trip # 1 to Vendor	3	3	3	2 Cars	1 checked bag per person	Progress Inspection Trip # 2 to Vendor	3	3	3	2 Cars	1 checked bag per person	Progress Inspection & Delivery Trip #3 to Vendor	7	7	3	3 Cars	1 checked bag per person														
Reimbursable Travel Expenses	SAPD # of Representatives	Roundtrip Airfare	Hotel Per Representative	*Car Rental + Meal Per Diem + Incidental Expenses	Baggage Fee Included																																		
Progress Inspection Trip # 1 to Vendor	3	3	3	2 Cars	1 checked bag per person																																		
Progress Inspection Trip # 2 to Vendor	3	3	3	2 Cars	1 checked bag per person																																		
Progress Inspection & Delivery Trip #3 to Vendor	7	7	3	3 Cars	1 checked bag per person																																		
	* Rental car includes additional insurance coverage: Damage Waiver, Loss Damage Waiver, Personal Accident Insurance, Supplemental Liability Insurance.	Compliant																																					
	Paid travel expenses for a minimum of three (3) representatives for Preliminary Design Review PDR and inspections for 2-night stays, or longer if needed. Acceptance and delivery inspection shall be reimbursed for four (4) representatives for 3 nights stay.	Compliant																																					
	Hotel 2-3 nights as needed, airfare requires 14 to 21 day advance ticketing, car rental (shared), meal per diem, per current applicable GSA rates for the local economy/per day/per representative, and shall include baggage fees each way.	Compliant																																					
	Airfare for Acceptance – Airfare will not apply for the two (2) City mechanics. Mechanics will drive the City truck to acceptance location in order to take tools and bring back equipment per Section 4.2.16.	Compliant																																					
	Aircraft Inspections must be located 300 NM miles straight line to City of San Antonio, Texas.	Compliant																																					
<b>4.7</b>	<b>TRAINING PER AIRCRAFT</b>																																						
	Vendor shall provide initial H125 Pilot Transition training, Mechanic Training, and Recurrency Flight Training for the purchased helicopter described in this RFO. All associated travel expenses herein shall be reimbursed by vendor. Vendor must provide training course duration, training costs and associated travel expenses in Attachment C – Price Schedule.	Compliant																																					
4.7.1	<b>INITIAL H125 PILOT &amp; TRAVEL</b>																																						
	Initial Transition H125 pilot flight training shall be included with each aircraft purchase for 2 pilots. All training shall be conducted at vendor's facility.	Compliant																																					
	<table border="1"> <thead> <tr> <th>Reimbursable Pilot and Mechanic Training Travel Expenses for each Helicopter Purchase 2024-2026-2028</th> <th>SAPD # of Students</th> <th>Roundtrip Airfare</th> <th>Hotel Per Student</th> <th>*Car Rental + Meal Per Diem + Incidental Expenses</th> <th>Baggage Fee Included</th> </tr> </thead> <tbody> <tr> <td>Initial H125 Pilot Transition course ( 5 days)</td> <td>2</td> <td>2</td> <td>2</td> <td>2 Cars</td> <td>1 checked bag per person</td> </tr> <tr> <td>Mechanic Training - At no added cost included in helicopter price</td> <td>1</td> <td>1</td> <td>1</td> <td>1</td> <td>1 checked bag per person</td> </tr> <tr> <td>Additional Mechanic Training</td> <td>2</td> <td>2</td> <td>2</td> <td>1</td> <td>1 checked bag per person</td> </tr> <tr> <td>Recurrency Flight Training (3 days, 1-12 months after delivery)</td> <td>20</td> <td>20</td> <td>20</td> <td>10</td> <td>1 checked bag per person</td> </tr> <tr> <td>2<sup>nd</sup> Recurrency Flight Training (3 days, within 12 months after the first recurrency flight training )</td> <td>20</td> <td>20</td> <td>20</td> <td>10</td> <td>1 checked bag per person</td> </tr> </tbody> </table>	Reimbursable Pilot and Mechanic Training Travel Expenses for each Helicopter Purchase 2024-2026-2028	SAPD # of Students	Roundtrip Airfare	Hotel Per Student	*Car Rental + Meal Per Diem + Incidental Expenses	Baggage Fee Included	Initial H125 Pilot Transition course ( 5 days)	2	2	2	2 Cars	1 checked bag per person	Mechanic Training - At no added cost included in helicopter price	1	1	1	1	1 checked bag per person	Additional Mechanic Training	2	2	2	1	1 checked bag per person	Recurrency Flight Training (3 days, 1-12 months after delivery)	20	20	20	10	1 checked bag per person	2 <sup>nd</sup> Recurrency Flight Training (3 days, within 12 months after the first recurrency flight training )	20	20	20	10	1 checked bag per person		
Reimbursable Pilot and Mechanic Training Travel Expenses for each Helicopter Purchase 2024-2026-2028	SAPD # of Students	Roundtrip Airfare	Hotel Per Student	*Car Rental + Meal Per Diem + Incidental Expenses	Baggage Fee Included																																		
Initial H125 Pilot Transition course ( 5 days)	2	2	2	2 Cars	1 checked bag per person																																		
Mechanic Training - At no added cost included in helicopter price	1	1	1	1	1 checked bag per person																																		
Additional Mechanic Training	2	2	2	1	1 checked bag per person																																		
Recurrency Flight Training (3 days, 1-12 months after delivery)	20	20	20	10	1 checked bag per person																																		
2 <sup>nd</sup> Recurrency Flight Training (3 days, within 12 months after the first recurrency flight training )	20	20	20	10	1 checked bag per person																																		

Section	Requirement	Compliance	AHI Comments
	* Rental car includes additional insurance coverage: Damage Waiver, Loss Damage Waiver, Personal Accident Insurance, Supplemental Liability Insurance.	Compliant	
	REIMBURSABLE TRAVEL EXPENSES BY VENDOR- expenses for two (2) pilots with each aircraft purchase shall include: Airfare 14-21-day advance ticketing, baggage fees paid each way, hotel, car rental (shared mid-size) and meals per diem (per current applicable GSA rates for local economy) / per day / per student.	Compliant	
4.7.2	Initial H125 Transition Course - Provided with Helicopter Purchase. The Initial Flight Training courses shall occur 3 months prior to delivery of helicopter or immediately after delivery of the helicopter for 2 students. The course must be designed to familiarize rated helicopter pilot with the operation of the helicopter. The five-day course will introduce the pilots to all the associated company publications as well as a detailed explanation of all the aircraft systems and daily/preflight/post flight inspection procedures. The course will consist of the minimum 18 hours of ground school and exam demonstrating the basic knowledge of the aircraft. The flight operations training shall be no less than 3 hours of flight time to include normal operations and emergency procedures, heavy weight performance, and emergency procedure auto-rotations to the ground. All flight training shall be conducted in the manufacturer's aircraft at the bidder's location.	Compliant	
4.7.3	MECHANIC TRAINING – Vendor shall provide mechanic training with each Helicopter Purchase at no additional cost. Vendor shall provide mechanics airframe and engine maintenance training courses for 1 student, to include the aircraft's power plant, occurring at one time at the bidder's location. Training shall be conducted at vendor's facility. All travel expenses shall be reimbursable for student per Section 4.6 herein.	Compliant	
4.7.4	ADDITIONAL MECHANIC TRAINING - Vendor shall provide mechanics airframe and engine maintenance training courses for 2 students, to include the aircraft's power plant, occurring at one time at the bidder's location. Training shall be conducted at vendor's facility.	Compliant	
4.7.5	RECURRENCE FLIGHT TRAINING – All recurrent flight training shall occur at the manufacturer's or bidder's location, and in the manufacturer's aircraft. The two-classroom study and flight training courses for 20 students shall be conducted 1 to 12-months after delivery of the helicopter and a second training within the next 12 months.	Compliant	
	The 3 day flight training course includes one (1) day of ground school and two (2) days of flight training with 1.5 flight hours per day, including emergency procedures of full auto rotations to the ground and applicable ground school. Travel expenses shall be reimbursable for the 20 students as specified in the Price Schedule.	Compliant	
4.7.6	REIMBURSEMENT BY VENDOR- For all courses, all lodging, per diem and transportation will be paid by City and reimbursed by Vendor upon receipt of invoice. Air transportation shall be bid at market economy coach rates. City will not fly business class or first class. -. Car rentals 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.	Compliant	

<b>4.8</b>	<b>DEMONSTRATIONS</b>		
	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 RFO. The certificate must be provided prior to the demonstration.	<b>Compliant</b>	
<b>4.9</b>	<b>EVALUATION</b>		
	In the event that a demonstration is required, the equipment will be evaluated to determine if the unit meets the minimum bid specifications.	<b>Compliant</b>	
4.9.1	<b>PRICE</b>		
	The price offered in Attached C- Price Schedule shall remain firm up to delivery for each aircraft delivered in 2023 and/or 2024.	<b>Compliant</b>	
4.9.2	<b>PRICE ESCALATION</b>		
	For aircraft delivered in 2025 and/or subsequent years, the Parties agree that the prices may be escalated at a rate up to six percent (6%) annually. Pricing for 2025 and subsequent years may be subject to a price revision, other than the defined six percent (6%) annually, under the conditions as described herein. In the event market escalation, as reported by the Bureau of Labor Statistics (BLS) Indices defined below, deviates from the prior year, as reported at the end of each calendar year, by more than two percentage points higher or lower (+/- 2%) either Party has the right to request a review and potential adjustment to such prices. Any resulting price adjustments shall be agreed to in writing between the Parties prior to starting the helicopter build schedule. See Section 005 - Supplemental Terms and Conditions, Producer Price Index (PPI) & (ECI) Price Adjustment Clause	<b>Compliant</b>	

## 5. Commercial Conditions

### 5.1. Pricing Preamble

1. Offer Validity:

- a. Pricing is valid for fourteen (14) calendar days after the opening of the offer. Upon contract award, prices remain valid subject to SAPD's annual renewal of the contract as described in SAPD's Supplemental Terms and Conditions and may be extended by mutual agreement between the parties.

2. Delivery Schedule:

- a. Delivery will occur 285 calendar days after receipt of order. The delivery schedule is based on a contract award no later than February 10, 2023, and includes AHI scheduled holidays.
- b. Delivery estimate is subject to aircraft availability on a first come first served basis at time of contract execution and receipt of the required deposit.

3. Commercial Gesture:

- a. AHI is pleased to provide a commercial gesture applied as a reduction to the purchase price of the aircraft at the values listed in the table below against the purchase price of the helicopter.

PRICE YEAR	COMMERCIAL GESTURE
2023	(\$247,338)
2024	(\$255,831)
2026	(\$264,605)

4. Progress Payments:

- a. 20% of total contract value is due net 30 days after contract signature
- b. 80% of total contract value is due net 30 days COD upon final acceptance and delivery of each aircraft

5. Payment Terms:

- a. Net 30-days

6. Trade-in aircraft EC120B, SN 1683, 1686, and 1688

a. EC120B, SN 1683 (2023 trade-in):

Trade-in credit is subject to the acceptance conditions and configuration provided herein as Exhibit G.

b. EC120B, SN 1686 (2024 trade-in) and SN 1688 (2026 trade-in):

AHI is providing a liquidation value since projecting actual value on the EC120B's is not possible given market trends and volatility of the EC120 series, the SAPD usage rate, unknown component status at the time of transfer, or the targeted

transfer date. AHI commits to re-evaluate and assess the 2024 and 2026 EC120B trade-ins twelve months prior to the new, completed H125 deliveries and will work mutually and equitably with SAPD to issue an accurate and factual trade-in credit value for each aircraft. In each case, provided the aircraft are in airworthy condition, the trade-in credit shall not be less than the liquidation value provided.

AHI will provide acceptance conditions specific to each aircraft twelve months prior to the projected trade-in date based upon AHI and SAPD’s exchange of aircraft information at that time. AHI will actively solicit buyers for the purchase of the EC120B at a retail value higher than the trade-in credit value as defined in Section 5.1.6.c below. AHI will pass 100% of any proceeds which exceed the trade-in credit value as shown in the Section 6.1.6.c table below.

- c. AHI offers a trade-in credit for each of the EC120B aircraft. Such trade-in credit is subject to and contingent upon the trade-in clarifications listed in this Section 5.1.6 and trade-in acceptance conditions.

Year	Helicopter Model	Serial Number	Registration Number	Trade-in Credit
2013	EC120B	1683	N573AG	\$450,000
2013	EC120B	1686	N820PM	\$200,000
2015	EC120B	1688	N520DT	\$200,000

## 7. Pricing Clarifications:

- a. The price shown for the 4-Band FM Transceiver / TDFM-9300 and all associated antennas is budgetary and subject to adjustment based upon the actual project number identified by SAPD.
- b. The following items were not requested as part of the Solicitation Number RFO 6100015694; however, they can be selected by SAPD and added to the contract and the grand total of the purchase price.

RFO SECTION	SPECIFICATION	2023 PRICE	2024 PRICE	2025 PRICE
4.4	YEAR 2 - EXTENDED 24/7 SERVICE AND SUPPORT (CNC TECHNOLOGIES)	67,827	71,218	74,779
4.3	1 EACH - 17" MONITOR Q-SERIES DISPLAY / MB-17W-N33043X00 / MACRO BLUE / <b>LOOSE EQUIPMENT</b>	29,032	30,483	32,008
4.3	1 EACH - Q-SERIES DISPLAY INSTALL KIT / <b>LOOSE EQUIPMENT</b>	291	305	321

- c. In order to be compliant with Solicitation Number RFO 6100015694, the prices for the below items have been included in the respective sections of the Price Schedule. If the items are not required by SAPD, then SAPD may elect to delete the items from the total price of the respective sections of the Price Schedule.

PRICE SCHEDULE SECTION	SPECIFICATION	2023 PRICE	2024 PRICE	2025 PRICE
4.4	1 EACH - WESCAM MX 10 - ELECTRO OPTIC NARROW (EON) DAY TV CAMERA / SPOTTER	(51,441)	(54,013)	(56,713)
4.4	1 EACH - WESCAM MX10 - LOWLIGHT IMAGER	(25,721)	(27,007)	(28,357)
4.4	1 EACH - WESCAM MX10 - MX-GEO WITH INTERNAL GPS	(20,578)	(21,607)	(22,687)
4.4	1 EACH - WESCAM MX10 - IMAGE-FUSION-10 IMAGE FUSION	(25,720)	(27,006)	(28,356)
4.4	1 EACH - WESCAM MX10 - CONNECTOR CABLE KIT	(24,098)	(25,303)	(26,568)

- d. Solicitation Number RFP 6100015694 listed the 17” Macro Blue monitor and the Q-series display install kit under RFO Section 4.3.6, Additional Avionics, and Attachment C – Price Schedule Section 4.4; these items will be purchased through CNC Technologies as part of the H125 Airborne System package. These items will be covered under the CNC Technologies’ project engineering management support package and the extended 24/7 service and support.

8. Travel Clarifications:

- a. The processing fee for travel is a one-time fee, which has been included in the total helicopter purchase price.
- b. SAPD personnel will be required to complete an ACH payment form and provide a voided check to support all reimbursements.
- c. Travel will be charged at actual rate at time of booking for airfare, hotel, and rental car; to include applicable taxes.
- d. Airfare requires 14 to 21 day advance ticketing.
- e. Rental car includes additional insurance coverage: damage waiver, loss damage waiver, personal accident insurance, and supplemental liability protection.
- f. Baggage fees are limited to one (1) piece of checked luggage each way.
- g. Reimbursements will be applied in accordance with the current applicable GSA rates for the local economy/per day/per representative.
- h. The third progress inspection/delivery trip excludes mileage excludes all travel related expenses for City Mechanics.

9. Technical Publications:

**Airframe:**

- a. Airframe Technical Publications are provided electronically through e-TechPub on AirbusWorld free of charge for documentation necessary for the identification and maintenance of parts for operation and routine servicing. SAPD personnel will have access to Technical Information Publication on Internet (T.I.P.I) for service bulletins and master servicing manual.

**Engine:**

- b. Engine Technical Publications are provided electronically through Web IETP (Interactive Electronic Technical Publications). The publications include

maintenance manuals, troubleshooting book, tooling catalog, spare parts catalog, service letters, and service bulletins.

10. Warranty:

**Airframe Warranty:**

- a. Airbus' standard airframe warranty is three (3) years / 2000 flight hours, whichever occurs earlier, with one (1) year of labor reimbursement. All compensation for labor rates will be credited at \$190.00 per hour.
- b. An additional price of \$35,210 (2023), \$36,971 (2024), and \$38,819 (2025) is included as a line item on the configuration for the additional 500 hours, full labor, and shipping for the entire warranty period. SAPD may, at its discretion, elect not to purchase the additional 500 hours of support.

**Engine Warranty:**

- c. Safran's standard engine warranty is three (3) years / 2000 flight hours, whichever occurs earlier, and excludes labor.
- d. An additional price of \$57,474 (2023), \$60,347 (2024), and \$66,533 (2026) is included as a line item on the configuration for the additional 500 hours. Safran does not offer labor warranty or shipping. SAPD may, at its discretion, elect not to purchase the additional 500 hours of support.

11. Customer Furnished Equipment:

- a. Equipment provided by SAPD will be provided with the appropriate serviceable tags. In the event equipment provided by SAPD fails during testing; 1) repaired or new equipment will be provided by SAPD within seven (7) calendar days, 2) SAPD is liable for all associated costs of repaired and/or new equipment, and 3) if the equipment cannot be provided within the time allotted, the delivery schedule will be modified accordingly.

12. Terms and Conditions:

- a. Airbus Helicopters, Inc. Terms and Conditions, attached hereto as Exhibit A, will be applicable as supplementary to both the SAPD General Terms and Conditions and the SAPD Supplemental Terms and Conditions which will take precedence over the Exhibit A AHI Terms and Conditions.
- b. AHI requests the following revisions to the SAPD General Terms and Conditions as shown in blue below and agreed to in prior purchase agreement:

SAPD General Terms Provision	AHI Requested Revision
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	Failure to Deliver. When delivery is not met as provided for in the contract, <b>by no fault of the Vendor and the Vendor is unable to remedy such delay within two (2) months</b> , City may make the purchase on the open market, with any cost in excess of the contract price paid by Vendor. <b>, in addition to any other direct, indirect,</b>



<p>removed from City's list of eligible bidders.</p>	<p><del>consequential or incidental damages incurred by City as a result thereof. In addition, Vendor may be removed from City's list of eligible bidders.</del></p>
<p>Rejection of Disclaimers of Warranties &amp; 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.</p>	<p><del>Rejection of Disclaimers of Warranties &amp; 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.</del> Vendor Warranty is limited as defined in Exhibits A &amp; D.</p>
<p>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.</p>	<p>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. <b>Notwithstanding the preceding, any Vendor owned intellectual property or proprietary information which is so marked must be maintained as confidential by the City.</b></p>

- c. The offer herein is subject to and contingent upon Buyer being cleared in Seller's Anti-Money-Laundering/Know Your Customer (AML/KYC) process.

13. Manufacturer's Catalog:

- a. SAPD currently has access to AirbusWorld to order spare parts. Please visit AirbusWorld Collaborative Platform at <https://airbusworld.helicopters.airbus.com/web/quest/home#/home>



## 5.2. Configuration

### AIRBUS



#### H125

	2023	2024	2026
<b>4.2.12 SAPD CUSTOM GRAPHIC, 4.2.15 WARRANTY, 4.3.2 STANDARD BASIC AIRCRAFT:</b>	<b>\$3,812,932</b>	<b>\$4,031,283</b>	<b>\$4,257,270</b>
<b>4.2.12 SAPD HELICOPTER CUSTOM GRAPHIC: METRO INSTALLED</b>	<b>INCLUDED</b>	<b>INCLUDED</b>	<b>INCLUDED</b>
<b>SAPD HELICOPTER GRAPHIC WITH 3-COLOR EXTERIOR PAINT</b> -3-COLOR EXTERIOR PAINT (DOES NOT INCLUDE SPECIAL MIXES) -CUSTOM GRAPHIC - EAGLE			
<b>4.2.15 SPECIFY WARRANTY PERIOD</b>	<b>INCLUDED</b>	<b>INCLUDED</b>	<b>INCLUDED</b>
<b>AIRFRAME</b>			
STANDARD AIRFRAME WARRANTY: 3 YEARS / 2000 HOURS, WHICHEVER OCCURS FIRST WITH 1 YEAR LABOR WITH SHIPPING ADDITIONAL 500 HOURS WITH FULL LABOR AND SHIPPING FOR THE ENTIRE WARRANTY PERIOD			
<b>ENGINE</b>			
STANDARD ENGINE WARRANTY: 3 YEARS / 2000 HOURS, WHICH EVER OCCURS FIRST WITHOUT LABOR AND SHIPPING ADDITIONAL 500 HOURS WITHOUT FULL LABOR AND SHIPPING			
<b>4.3.2 STANDARD AIRCRAFT: FACTORY INSTALLED</b>	<b>INCLUDED</b>	<b>INCLUDED</b>	<b>INCLUDED</b>
LH SLIDING DOOR W/REDUCED HI-VIS DOOR CABIN HEATING/DEMISTING CIRCUIT HIGH SKID LANDING GEAR LONG BOARDING STEPS NVG VEMD LED FIN ANTI-COLLISION LIGHT VISION 1000 FLIGHT DATA MONITORING SYSTEM INTERIOR: FACTORY COVERED SEAT CUSHIONS ROTOR BRAKE WIRE STRIKE PROTECTION SYSTEM - EC - FIXED PROVISIONS ENERGY-ATTENUATING SEATS - PILOT & COPILOT KIT TO INCREASE INTERNAL GROSS WEIGHT TO 2,370 KG (5,225 LB) - (DUAL HYDRAULIC) LED POSITION LIGHTS - RH/LH CRASH RESISTANT FUEL SYSTEMS AFT BAGGAGE DOOR MOD			
<b>STANDARD FACTORY INSTALLED OPTIONS: FACTORY INSTALLED</b>	<b>INCLUDED</b>	<b>INCLUDED</b>	<b>INCLUDED</b>
ENHANCED THERMAL PROTECTION ON REAR TRANSMISSION RIGHT HAND REAR SLIDING DOOR 200 AMP AUXELIC STARTER GENERATOR			
<b>STANDARD AHI INSTALLED OPTIONS: FACTORY INSTALLED</b>	<b>INCLUDED</b>	<b>INCLUDED</b>	<b>INCLUDED</b>
RG350 BATTERY, CONCORD LEAD ACID LUMINATOR TAXI AND PULSE LANDING LIGHT STEP - COWLING MAINTENANCE - LH/RH TAIL ROTOR GUARD, REMOVABLE PARTS			
<b>STANDARD AHI OPTIONS: AHI INSTALLED</b>	<b>INCLUDED</b>	<b>INCLUDED</b>	<b>INCLUDED</b>
HI-VIS MAIN ROTOR BLADES ONE OR TWO COLOR, SCHEME A OR B CREDIT FOR NO PAINT INTERIOR FLOORING			
<b>4.3.3 STANDARD AIRCRAFT AVIONICS: FACTORY INSTALLED</b>	<b>INCLUDED</b>	<b>INCLUDED</b>	<b>INCLUDED</b>
COM/NAV/GPS / GTN650Xi / GARMIN NAV/COM / GNC255A / GARMIN TRANSPONDER / GTX345R / GARMIN <b>LOOSE EQPT</b> AUDIO / GMA350H / GARMIN <i>Provide as loose equipment at delivery</i> ELT / 406AP-H INTEGRA EXTD RANGE / KANNAD ELECTRONIC FLIGHT DISPLAY SYSTEM / G500 TXi / GARMIN CHARTVIEW OPTION ENABLEMENT CARD SYNTHETIC VISION OPTION WIRELESS AIRBORNE COMMUNICATION SYSTEM (MINI-WACS) DIGITAL CLOCK / M850 / DAVTRON			
<b>ADDITIONAL PROVISIONS</b>	<b>INCLUDED</b>	<b>INCLUDED</b>	<b>INCLUDED</b>
PROCESSING FEE FOR TRAVEL			
<b>COMMERCIAL GESTURE:</b>	<b>(\$247,338)</b>	<b>(\$255,831)</b>	<b>(\$264,605)</b>
<b>4.3.4 ADDITIONAL AIRFRAME EQUIPMENT:</b>	<b>\$607,638</b>	<b>\$634,438</b>	<b>\$665,283</b>
<b>ADDITIONAL AIRFRAME EQUIPMENT: METRO INSTALLED</b>	<b>INCLUDED</b>	<b>INCLUDED</b>	<b>INCLUDED</b>
AIR COND B3 RSG RH BAG - SIDE VENTS ENGINE - FACET OIL FILTER - PUROLATOR FACET BARRIER FILTER-B3, STD PED-DUAL HYD BATTERY RELOCATION WITH RG390E LEAD ACID - TO TAILBOOM (LARGE DOOR) COLLECTIVE BARRIER - AFT PEDESTAL - NON EMS (excludes customization) DOOR - LH FWD TOUR - SHORT - CLEAR (DOOR ONLY) DOOR - RH FWD TOUR - SHORT - CLEAR (DOOR ONLY) DUAL CONTROLS W/ TWIST GRIP B3e ONLY ENGINE WASH KIT W/ WASH BOTTLE HEAVY DUTY CARGO TIEDOWN RINGS HYD GROUND POWER RECEPTACLE KIT INSTRUMENT FULL WIDTH PANEL - AHI LIGHT - BELLY MOUNTED STROBE, RED - AHI/WHELEN			

ADDITIONAL AIRFRAME EQUIPMENT CONTINUED: METRO INSTALLED			
LIGHT - CONTROLLABLE LANDING - 450W / B3 - AHI LIGHT - OVERHEAD/MAP - PILOT & COPILOT - AHI SKID SHOES - CARBIDE FULL LENGTH (DART), PN D350-1023-011 CABLE CUTTER - W/O WIPER DEFL REMOVABLE PARTS - AHF TRACK & BALANCE PROVISIONS - AHI/CHADWICK-HELMUTH / 350A82-1076-03INST TRACK AND BAL PROVIS EFIS - FLIGHT DISPLAY - G500TXI VIDEO DISPLAY OPTION QUICK DISCONNECT FOR DUAL CONTROLS			
<b>ADDITIONAL AIRFRAME EQUIPMENT: AHI INSTALLED</b>	<b>INCLUDED</b>	<b>INCLUDED</b>	<b>INCLUDED</b>
GROUND TRANSPORTATION TO METRO OFFSITE ACCEPTANCE AND DELIVERY			
<b>4.3.5 MISSION EQUIPMENT: METRO INSTALLED</b>	<b>\$476,195</b>	<b>\$498,972</b>	<b>\$643,915</b>
PA SYSTEM - 600 WATT: TO INCLUDE 350A82-1655-01 PA SPEAKER INSTALL (CONTAINS LS600-00 SPEAKERS, LSA400-001 AMP AND LSC22-001N CONTROL. STC #SR09510RC) CARGO SWING-3,086LB HYDRAULIC RELEASE COMPLETE W/LOAD CELL / B3 - ONBOARD CARGO MIRROR - DOUBLE - RH - ECL FULL CYCLIC CONTROL - RELAY BOX (INCL. CYCLIC 4-WAY, FOCUS CONTROL, ON/OFF) HOIST ELECTRICAL 500 LBS FIXED - GOODRICH STC[SR01954LA] HOIST ELECTRICAL 500 LBS COMPLETE - GOODRICH STC[SR01954LA] BAMBI BUCKET ELECTRICAL PROVISIONS (DOES NOT INCLUDE BAMBI BUCKET) <b>CFE</b> LOJACK, FIXED PROVISIONS			
<b>4.3.6 ADDITIONAL AVIONICS: METRO INSTALLED</b>	<b>\$753,311</b>	<b>\$790,569</b>	<b>\$830,085</b>
EAGLE AUDIO PANELS: AUDIO PANEL / G13116 / GENEVA, (1) EA (MOUNTED IN THE CENTER PEDESTAL IN THE BACK) AUDIO PANEL / G13115 / GENEVA, (2) EA AUDIO ROUTER / G13000 / GENEVA PUSH TO TALK SWITCH TO TFO SIDE (L/TRANSMIT   R/ICS) / L-2-S / LINE MASTER 4 STATION REAR ICS 4-BAND FM TRANSCEIVER / TDFM 9300 / TECHNISONIC <i>PRICE IS SUBJECT TO ADJUSTMENT PENDING PROJECT #</i> SWITCH FOR REAR XMIT / RS12-020 / NAT FM VHF ANTENNA / CI 292-3 / COMANT <i>PRICE IS SUBJECT TO ADJUSTMENT PENDING PROJECT #</i> UHF LO ANTENNA / CI 275 / COMANT <i>PRICE IS SUBJECT TO ADJUSTMENT PENDING PROJECT #</i> UHF HI ANTENNA / CI 285 / COMANT <i>PRICE IS SUBJECT TO ADJUSTMENT PENDING PROJECT #</i> 800 MHZ ANTENNA / CI 306 / COMANT <i>PRICE IS SUBJECT TO ADJUSTMENT PENDING PROJECT #</i> RADIO MASTER SWITCH <b>CFE</b> TRANSCEIVER, 800 MHZ / XL SERIES/HARRIS (NEED ANTENNA, RAMI AV-924) 28-14VDC CONVERTER / UC28-14 / KGS AUX HANDHELD INTERFACE / AA34-300 / NAT HEADSET JACK / TJ-120 / NEXUS, (2) EA MAINT FOOT STEPS COIL CORD / CIX414HK3-6P / COMM INNOVATIONS, (9) EA MAINTENANCE COIL CORD / CIX211L/50-74M / COMM INNOVATIONS, (2) EA SAR DIRECTION FINDER / RT-600-L-N / RHO THETA <b>CHURCHILL MAPPING SYSTEM</b> ARS-700C AUGMENTED REALITY MAPPING SYSTEM (ATOM) MISSION COMPUTER FOR USE WITH WESCAM MX-10 INCLUDES CONN-ATOM, MATING CONNECTOR KIT >INCLUDES CONN-ATOM, MATING CONNECTOR KIT NVIS KEYBOARD >SLIDER MOUNT <b>ADDITIONAL REQUIRED ACCESSORIES</b> LTE/WIFI ROUTER - 5 PORTS, 4G/3G >NOTE: REQUIRES CUSTOMER SUPPLIED SIM CARDS RECOMMEND TWO (2) WITH TWO (2) DIFFERENT CARRIERS PER AIRCRAFT ANTCOM 3G/4G AVIATION EXTERNAL ANTENNA 16X16 RUGGED 3-G SDI VIDEO SWITCH SWITCH INSTALLATION KIT WITH EHETHERNET PROGRAMMABLE USER INTERFACE ROTARY SWITCH ROTARY SWITCH INSTALLATION KIT RTX ARINC 429 SERIAL PORT ADAPTER >CONFIGURED WITH 2 TRANSMIT CHANNELS AND 2 RECEIVE CHANNELS >PN: RTX429/SPA5-2T2R <b>MONITOR</b> <b>17" MONITOR Q-SERIES DISPLAY / MB-17W-N33043X00 / MACRO BLUE</b> >Q-SERIES DISPLAY, 17.0" WIDESCREEN, 16:10 ASPECT RATIO, LANDSCAPE ORIENTATION >NVIS, DUAL MODE LIGHTING (NVIS/DAY), MEETS MIL-STD 3009 >PCAP TOUCH SCREEN, WORKS WITH GLOVES OR BARE FINGERS >BUILT IN DUAL KNOB CONTROLS WITH NVIS BACKLIGHTING >(4) 3G HD-SDI VIDEO INPUTS >1920 x 1200 WUXGA NATIVE RESOLUTION, 1200 NITS BRIGHTNESS >MEETS MIL-L-85762A FOR SUNLIGHT READABILITY & CONTRAST RATIO >DO160-G QUALIFIED 2.0 SOFTWARE INSTALLED: INSTANT SWITCHING BETWEEN SOURCES, MULTIPLE VIEWS, DUAL SOURCE TOUCHSCREEN USB PROGRAMMING AND SERVICE PORT 3 YEAR STANDARD WARRANTY PARTS AND LABOR <b>Q-SERIES DISPLAY INSTALL KIT</b> J1 (POWER AND COMM) Q-SERIES (1) 528-001-16M11-19SA CIRCULAR CONNECTOR (1) 528-809S060-3 BOOT SHRINK			

4.3.6 ADDITIONAL AVIONICS CONTINUED: METRO INSTALLED			
LOJACK ON OFF / LED-42-15-ND-39609 / AEROSPACE OPTICS			
LOJACK ANTENNAE / EXB164BNK / CENTURION, (4) EA			
DUAL USB CHARGING PORT, LIGHTED / TA102 / MID-CONTINENT, (4) EA			
KEYLOADER CABLE (KVL-9000) / TDFM-9000 / TECHNISONIC			
PC CABLE (PC-9000) / TDFM-9000 / TECHNISONIC			
G500TXI VIDEO ENABLEMENT CARD			
MINI CAMERA - LOCATION TBD (HOIST/TAI/INSIDE)			
ANNUNCIATOR "NSUN ON" / LED-40-17-KB-EO3FB / APPLIED AVIONICS			
TAC RADIO RELAY / MOR-4RT5A-28DC / AHI			
TAC INHIBIT SWITCH / LEC 42-14-ND-EQHJ			
AERODYNAMIX COCKPIT NVG STC			
RADAR ALTIMETER - GARMIN GRA 5500, DISPLAYED ON G500TXI, W/ S67-2002 ANT.			
RADAR ALTIMETER INDICATOR / GI-205 / GARMIN			
PROVISIONS FOR COBAN DVR - 12V PWR, AUDIO & VIDEO, (CUSTOMER TO INSTALL DVR)			
DIGITAL CLOCK / M850 / DAVTRON			
AVIONICS SHELF - LH BAGGAGE			
NVG ENABLEMENT CARD			
ADSB-UNLOCK ENABLEMENT			
HTAWS ENABLEMENT			
RADAR ALTIMETER - ENABLEMENT CARD			
BELLY FLIR DISCONNECTS			
PUSH TO TALK SWITCH TO HOIST PENDANT/HAND CONTROLLER			
4.3.7 FACTORY STANDARD INSTALLED OPTIONS:	INCLUDED	INCLUDED	INCLUDED
<i>NOTE: OPTIONS INSTALLED UNDER SECTION 4.3.2</i>			
ENHANCED THERMAL PROTECTION ON REAR TRANSMISSION			
RIGHT HAND REAR SLIDING DOOR			
200 AMP AUXELIC STARTER GENERATOR			
4.3.8 STANDARD AHI INSTALLED OPTIONS:	INCLUDED	INCLUDED	INCLUDED
<i>NOTE: OPTIONS INSTALLED UNDER SECTION 4.3.2</i>			
RG350 BATTERY, CONCORD LEAD ACID			
BACKUP STANDBY ATTITUDE DISPLAY / GI-275 / GARMIN			
DUAL USB / TA202 / MID-CONTINENT ( <i>NEW REQUIREMENT UNDER SECTION 4.3.8</i> )			
COLLECTIVE ACTIVATED HOURMETER ( <i>NEW REQUIREMENT UNDER SECTION 4.3.8</i> )			
LUMINATOR TAXI AND PULSE LANDING LIGHT			
STEP - COWLING MAINTENANCE - LH/RH			
TAIL ROTOR GUARD, REMOVABLE PARTS			
4.3.9 STANDARD AHI OPTIONS:	INCLUDED	INCLUDED	INCLUDED
<i>NOTE: OPTIONS INSTALLED UNDER SECTION 4.3.2</i>			
HI-VIS MAIN ROTOR BLADES ONE OR TWO COLOR, SCHEME A OR B			
INTERIOR FLOORING			
4.4 CNC TECHNOLOGIES H125 AIRBORNE SYSTEM: METRO INSTALLED	\$1,503,968	\$1,573,698	\$1,652,693
<b>SEARCHLIGHT</b>			
TLX SEARCHLIGHT WITH TCP			
MKIII POWER CONDITIONING INTERFACE UNIT (PCIU)			
TRAKKA CONTROL PANEL - (TCP)			
>JOY STICK			
>NVG COMPLIANT			
TLX GRIP HAND CONTROLLER - BACK LIT			
TLX STANDARD CABLES MKII/MKIII			
CONTROL INTERFACE UNIT - (FLIGHT CONTROL INTERFACE)			
SPECTRAL FILTERS FOR FILTER WHEEL			
>IR, 825 NM FILTER			
>VISIBLE NEAR RED FILTER			
>AMBER FILTER			
>BLUE/GREEN FILTER (OPTIONAL PENDING CUSTOMER REQUIREMENT)			
PCIU AND GRIP CONTROLLER MOUNTING			
PELICAN CASES			
<b>MX-10 SMALL MULTI-SENSOR, MULTI-SPECTRAL IMAGING SYSTEM</b>			
<b>WESCAM MX-10 (GEN IV)</b>			
>PRECISION STABILIZED GIMBAL WITH INERTIAL MEASUREMENT UNIT (IMU) INSIDE			
>INTEGRATED ELECTRONICS UNIT, HD DIGITAL AND ANALOG VIDEO OUTPUT			
>MULTI SENSOR PAYLOAD			
1) THERMAL IMAGER, COOLED MWIR, SD 640 x 512 PIXEL, CONTINUOUS ZOOM			
2) HIGH SENSITIVITY COLOR DAYLIGHT IMAGER, HD 1920 x 1080 PIXEL, CONTINUOUS ZOOM			
>ADVANCED REAL-TIME IMAGE PROCESSING ON ALL SENSORS			
>HAND CONTROLLER UNIT (HCU), BACKLIT, NVG COMPATIBLE, WITH 1.8m (6') CORD, BRACKET, AND SHIPPING CASE			
>TRANSIT CASE			
>OPERATOR MANUAL			
> SYSTEM PAINT COLOR: BLACK SEMI-GLOSS (FED-STD-595C, Color Code 27038)			
WITH EACH ORDER FOR MX-10 SYSTEMS(S), WESCAM WILL PROVIDE ONE 60 DAY ELEARNING DEMO LICENSE FOR OUR OPERATION AND ORGANIZATION MAINTENANCE COURSE.			
<b>HDIR-MX10 THERMAL IMAGER</b>			
>COOLED MWIR, HD 1280 X 720 PIXEL, CONTINUOUS ZOOM			
>REPLACES SD THERMAL IMAGER			

## 4.4 CNC TECHNOLOGIES H125 AIRBORNE SYSTEM CONTINUED: METRO INSTALLED

<p>(2) EACH - ELECTRO OPTIC NARROW (EON) DAY TV CAMERA / SPOTTER          &gt;SPOTTER, COLOR HD 5 MEGAPIXEL, 300MM FOCAL LENGTH</p> <p>(2) EACH - LOWLIGHT IMAGER          &gt;1092 X 614 PIXEL, DUAL CHANNEL WITH COLOR DAYLIGHT IMAGER          &gt;MONOCHROMATIC, NEAR-IR SENSITIVITY          &gt;WIDE ANGLE ZOOM OPTIC</p> <p>ADVANCED VIDEO TRACKER (AVT)          &gt;WIDE ANGLE ZOOM OPTIC          &gt;FUNCTIONS ON ANY IMAGING SENSOR VIDEO          &gt;INCLUDES AVGT MODE WHEN PURCHASED WITH MX-GEO</p> <p>(2) EACH - IMAGE-FUSION-10 IMAGE FUSION          &gt;FUSE IR AND EO IMAGERY          &gt;EXPORTABLE TO APPROVED COUNTRIES ONLY          &gt;NOTE: IF THIS ITEM SELECTED, AN ACCELERATED DELIVERY SCHEDULE MAY NOT BE AVAILABLE.</p> <p>(2) EACH - MX-GEO WITH INTERNAL GPS          &gt;GEO-REFERENCED TARGET LOCATION          &gt;GPS INCLUDES ANTENNA AND EMBEDDED RECEIVER</p> <p>REMOTE CONTROL SUBSYSTEM (RCS) INTERFACE          &gt;CONTROL SYSTEM BY A HOST COMPUTER / MISSION SYSTEM          &gt;SUPPORTED ON ONE OF RS-422, ETHERNET, OR MIL-STD-1553B PORT</p> <p>WESCAM ANCILLARY ITEMS AND CABLE KITS</p> <p>(2) EACH - BULKHEAD CONNECTOR KIT          MX-10/10DI/GS/MS/RSTA BULKHEAD CONNECTOR KIT          INCLUDES THE FOLLOWING BULKHEAD MATING CONNECTOR          &gt;BULK-P1 PRIMARY, BULK-J1 PRIMARY, BULK-P2 SIGNAL, BULK-J2 SIGNAL, BULK-P3 VIDEO, BULK-J3 VIDEO</p> <p>NOTES:          ●BULK-P4/44 GPS CONNECTORS ARE NOT INCLUDED          ●BACKSHELLS ARE NOT INCLUDED</p> <p>(2) EACH - MX-10/GS/MS/RSTA STRAIGHT THROUGH INTEGRATOR CABLE KIT          INTEGRATOR CABLE KIT FOR STRAIGHT THROUGH APPLICATIONS; COMPLETE WITH A SET OF UNTERMINATED CABLE BUNDLES WITH STANDARD CONNECTORS, CONTACTS, AND STRAIGHT BACKSHELLS SUPPLIED:          &gt;MX-10 PRIMARY TURRET CABLE (10M)          &gt;MX-10 ENHANCED COMMUNICATIONS CABLE (10M)          &gt;MX-10 ENHANCED VIDEO CABLE (10M)</p> <p>NOTES:          -CABLE DRAWINGS PROVIDED FOR INTEGRATOR INSTALLATION          ●DESIGNED FOR MX-10 LAP 44939-01          ●INCLUDED 90 DEGREE BACKSHELLS</p> <p>WESCAM TRAINING          MX-ELEARN-60 ELEARNING          OPERATION/ORGANIZATION MAINTENANCE TRAINING          ONE LICENSE FREE WITH EACH ORDER FOR MX-10 SYSTEM(S)          60 DAY PRODUCT LICENSE</p> <p>AIRBORNE MINI2 6.5GHz DL SYSTEM</p> <p>SKYLINK LINKBOX2 TRANSMITTER          6.4/6.5 GHZ TRANSMITTER SYSTEM WITH ANTENNA CONTROL          &gt;BAND C          &gt;FREQUENCY: 6400 - 6500 MHZ          &gt;POWER 8W LINER          &gt;VIDEO OUTPUTS - (SD/HD) SDI ETHERNET          &gt;POWER OUTLETS:          TWO (2) 28 VDC SWITCHES - THREE (3) 12 VDC SWITCHES - 100 WATT MAX POWER          &gt;FIVE (5) EXTERNAL PORTS          &gt;FIVE (5) EXTERNAL PORTS</p> <p>SKYLINK MINI 2 W/DOWNLOOK          SKYLINK MINI II, HIGH PERFORMANCE DIRECTIONAL ANTENNA WITH INTERNAL INS          &gt;STAND-ALONE ANTENNA WILL BUILT-IN SERVO DRIVE          &gt;MAY BE CONTROLLED FROM C90/100 OR CUSTOMER SUPPLIED CONTROL SYSTEM (NOT INCLUDED)          &gt;SMALL AND LIGHT WEIGHT          &gt;FREQUENCY: 6.5 GHZ          &gt;AZ/EI CONTROL          &gt;INCLUDES SLIP RINGS          &gt;SKYLINK MINI COUPLER ASSEMBLY, WITH DOWNLOOK ANTENNAS          &gt;IN-LINE 6 DB COUPLER          &gt;INTEGRATED DOWNLOOK ANTENNAS FOR 6.5 GHZ          &gt;75/25 SPLIT (HG/DL)          &gt;ONE (1) CIRCULATOR</p> <p>LINKBOX2 AND MINI2 OR S INSTALLATION CONNECTOR KIT          &gt;CONNECTORS FOR:          -POWER AND COMMS FROM LINKBOX TO MINI          -POWER TO LINKBOX          -AUXILIARY AND ETHERNET          -AUDIO AND HDMI          &gt;CABLE TERMINATION INSTRUCTIONS          TS LINKBOX AND MINI ANTENNA CONTROL SOFTWARE          REMOTE INTERFACE PROTOCOL DRIVER &amp; SOFTWARE          GPS ANTENNA AND CABLE FOR C100 OR ANTENNA POD, 20 FT</p>			
---	--	--	--

4.4 CNC TECHNOLOGIES H125 AIRBORNE SYSTEM CONTINUED: METRO INSTALLED				
<b>MOUNTS</b>				
<b>MEEKER MOUNT</b>				
FLIR - WESCAM - DOVETAIL SET (LH OR RH DOWNPOST)				
TRAKKA TLX - AMT342 / DOVETAIL UPPER / WEDGE AP407UM01-28				
<b>MEEKER MOUNT</b>				
DOWNLINK - DOWNPOST (LH OR RH) / DOVE TAIL SET				
<b>PROJECT ENGINEERING MANAGEMENT &amp; SUPPORT - AIRCRAFT</b>				
<b>PROJECT ENGINEERING MANAGEMENT (PER AIRCRAFT)</b>				
> COMPLETE SYSTEM DESIGN				
> FULL AMS DRAWING PACKAGE				
> ENGINEERING SUPPORT				
> INSTALLATION SUPPORT				
> FINAL SYSTEM COMMISSION				
> SYSTEM SUPPORT - 1 YEAR				
<b>EXTENDED 24/7 SERVICE AND SUPPORT</b>				
> OVERSIGHT AND COORDINATION OF AIRCRAFT MISSION SUITE EQUIPMENT INTEGRATION WITH NEW GROUND INFRASTRUCTURE				
> 24/7/365 LIVE TECHNICAL SUPPORT				
> UNLIMITED SERVICE CALLS WITH A TECH ON-SITE WITHIN 3 BUSINESS DAYS OF REPAIR REQUEST				
> LOANER SYSTEM PROVIDED WITHIN 48 HOURS AFTER ON-SITE SERVICE CALL, IF AVAILABLE				
> ON-SITE SYSTEM AND OPERATIONAL TRAINING FOR AGENCY PERSONNEL				
> COMPREHENSIVE AND ONGOING TRAINING TO OPERATE MISSION SUITE SOLUTION WITH MAXIMUM EASE AND EFFICIENCY				
> TRAINING COURSES ARE DONE SAPD FACILITY WITH SAPD EQUIPMENT AND OFFER A HANDS-ON LEARNING EXPERIENCE THAT INCLUDES AN IN-DEPTH REVIEW OF ALL EQUIPMENT, SYSTEM FUNCTIONALITY, USER INTERFACE, AND ROUTINE MAINTENANCE PROCEDURES				
> COMPLIMENTARY SERVICE/SUPPORT TO EXISTING GROUND AND AIR INFRASTRUCTURE				
> VALID TRANSFERS OF OEM EXISTING AND NEW WARRANTIES TO SUCCESSFUL BIDDER FOR COVERAGE PLUS EXPEDITED FACTORY SERVICE FROM OEMs TO WINNING BIDDER				
> ALL PARTS AND LABOR TO REPAIR OR REPLACE DEFECTIVE COMPONENTS COVERED BY WARRANTY PLUS EXPEDITED FACTORY SERVICE FROM OEMS (THIS DOES NOT APPLY TO SYSTEMS OUT OF WARRANTY)				
> TECHNICAL AND OPERATIONAL CONSULTATION SERVICES FOR LOCAL, STATE AND FEDERAL AGENCIES				
YEAR 1 WARRANTY				
<b>SHIPPING</b>				
SHIPPING (INCLUDING WESCAM & TRAKKA)				
<b>METRO AVIATION CNC MISSION SYSTEM INTEGRATION</b>				
METRO AVIATION LABOR FOR INTEGRATION OF MISSION SUITE				
<b>TOTAL, FCA, SHREVEPORT, LA</b>		<b>\$7,154,044</b>	<b>\$7,528,960</b>	<b>\$8,049,246</b>

<b>4.6.1 PROGRESS INSPECTION TRAVEL EXPENSES:</b>		<b>\$13,569</b>	<b>\$13,569</b>	<b>\$13,569</b>
<u>PROGRESS INSPECTION TRIP #1 &amp; 2 - SHREVEPORT, LA</u>		6,907	6,907	6,907
<u>PROGRESS INSPECTION/DELIVERY TRIP #3 - SHREVEPORT, LA</u>		6,662	6,662	6,662
<u>TRAVEL CLARIFICATIONS: REFER TO 5.1 PRICING PREAMBLE FOR FURTHER CLARIFICATION</u>				
1. SAPD personnel will be required to complete an ACH payment form and provide a voided check to support all reimbursements.				
2. Airfare requires 14 to 21 day advance ticketing.				
3. Rental car includes additional insurance coverage: Damage Waiver, Loss Damage Waiver, Personal Accident Insurance, Supplemental Liability Insurance.				
4. Baggage fees are limited to one (1) piece of checked luggage each way.				
5. Reimbursements will be applied in accordance with the current applicable GSA rates for the local economy/per day/per representative.				
<b>4.7.1 H125 TRAINING &amp; TRAVEL:</b>		<b>\$665,907</b>	<b>\$701,776</b>	<b>\$739,512</b>
<b>AIRCRAFT No. 1</b>				
(2) INITIAL H125 PILOT TRANSITION TRAINING				
TRAVEL FOR (2) INITIAL H125 PILOT TRANSITION TRAINING		INCL W/PURCHASE		
			5,584	
(2) ADDITIONAL H125 AIRFRAME AND ENGINE MAINTENANCE TRAINING COURSES			20,546	
TRAVEL FOR (1) STANDARD AND (2) ADDITIONAL H125 AIRFRAME AND ENGINE MAINTENANCE TRAINING COURSES			20,830	
(20) RECURRENCEY TRAINING COURSES 1-12 MONTHS AFTER DELIVERY			267,347	
TRAVEL FOR (20) RECURRENCEY TRAINING COURSES 1-12 MONTHS AFTER DELIVERY			36,480	
(20) RECURRENCEY TRAINING COURSES 12-24 MONTHS AFTER DELIVERY			277,960	
TRAVEL FOR (20) RECURRENCEY TRAINING COURSES 12-24 MONTHS AFTER DELIVERY			37,160	
<b>AIRCRAFT No. 2</b>				
(2) INITIAL H125 PILOT TRANSITION TRAINING				
TRAVEL FOR (2) INITIAL H125 PILOT TRANSITION TRAINING		INCL W/PURCHASE		
			5,704	
(2) ADDITIONAL H125 AIRFRAME AND ENGINE MAINTENANCE TRAINING COURSES			20,802	
TRAVEL FOR (1) STANDARD AND (2) ADDITIONAL H125 AIRFRAME AND ENGINE MAINTENANCE TRAINING COURSES			21,370	
(20) RECURRENCEY TRAINING COURSES 1-12 MONTHS AFTER DELIVERY			277,960	
TRAVEL FOR (20) RECURRENCEY TRAINING COURSES 1-12 MONTHS AFTER DELIVERY			37,160	
(20) RECURRENCEY TRAINING COURSES 12-24 MONTHS AFTER DELIVERY			300,900	
TRAVEL FOR (20) RECURRENCEY TRAINING COURSES 12-24 MONTHS AFTER DELIVERY			37,880	
<b>AIRCRAFT No. 3</b>				
(2) INITIAL H125 PILOT TRANSITION TRAINING				
TRAVEL FOR (2) INITIAL H125 PILOT TRANSITION TRAINING				INCL W/PURCHASE
				5,836
(2) ADDITIONAL H125 AIRFRAME AND ENGINE MAINTENANCE TRAINING COURSES			21,426	
TRAVEL FOR (1) STANDARD AND (2) ADDITIONAL H125 AIRFRAME AND ENGINE MAINTENANCE TRAINING COURSES			21,950	
(20) RECURRENCEY TRAINING COURSES 1-12 MONTHS AFTER DELIVERY			300,900	
TRAVEL FOR (20) RECURRENCEY TRAINING COURSES 1-12 MONTHS AFTER DELIVERY			37,880	
(20) RECURRENCEY TRAINING COURSES 12-24 MONTHS AFTER DELIVERY			312,920	
TRAVEL FOR (20) RECURRENCEY TRAINING COURSES 12-24 MONTHS AFTER DELIVERY			38,600	
<b>GRAND TOTAL, FCA, SHREVEPORT, LA</b>		<b>\$7,586,182</b>	<b>\$7,988,474</b>	<b>\$8,537,722</b>

THE FOLLOWING ITEMS WERE NOT REQUESTED AS PART OF SOLICITATION NUMBER RFO 6100015694, HOWEVER, THEY CAN BE SELECTED BY SAPD AND ADDED TO THE GRAND TOTAL OF THE PURCHASE PRICE.

RFO SECTION	SPECIFICATION	2023 PRICE	2024 PRICE	2025 PRICE
4.4	YEAR 2 - EXTENDED 24/7 SERVICE AND SUPPORT (CNC TECHNOLOGIES)	67,827	71,218	74,779
4.3	1 EACH - 17" MONITOR Q-SERIES DISPLAY / MB-17W-N33043X00 / MACRO BLUE / LOOSE EQUIPMENT	29,032	30,483	32,008
4.3	1 EACH - Q-SERIES DISPLAY INSTALL KIT / LOOSE EQUIPMENT	291	305	321

IN ORDER TO BE COMPLIANT WITH SOLICITATION NUMBER RFO 6100015694, THE PRICES FOR THE BELOW ITEMS HAVE BEEN INCLUDED IN THE RESPECTIVE SECTIONS OF ATTACHMENT C - PRICE SCHEDULE. IF THE ITEMS ARE NOT REQUIRED BY SAPD, THEN SAPD MAY ELECT TO DELETE THEM FROM THE TOTAL PRICE OF THE RESPECTIVE SECTIONS ATTACHMENT C - PRICE SCHEDULE.

PRICE SCHEDULE SECTION	SPECIFICATION	2023 PRICE	2024 PRICE	2025 PRICE
4.4	1 EACH - WESCAM MX 10 - ELECTRO OPTIC NARROW (EON) DAY TV CAMERA / SPOTTER	(51,441)	(54,013)	(56,713)
4.4	1 EACH - WESCAM MX10 - LOWLIGHT IMAGER	(25,721)	(27,007)	(28,357)
4.4	1 EACH - WESCAM MX10 - MX-GEO WITH INTERNAL GPS	(20,578)	(21,607)	(22,687)
4.4	1 EACH - WESCAM MX10 - IMAGE-FUSION-10 IMAGE FUSION	(25,720)	(27,006)	(28,356)
4.4	1 EACH - WESCAM MX10 - CONNECTOR CABLE KIT	(24,098)	(25,303)	(26,568)