



COOPERATIVE/PIGGYBACK PURCHASE AGREEMENT

AGREEMENT SUMMARY:

1. Cooperative/Piggyback Name:	City of Sacramento
2. Contractor:	DFC, INC dba Advanced Helicopter
3. Cooperative Agency Agreement Name and Agreement Number:	Advanced Helicopter Services B221100114109
4. Cooperative Agency Initial Agreement Term:	Start Date: 07/01/2022 End Date: 06/30/2027
5. Cooperative Agency's Agreement-Options to extend:	N/A
6. Cooperative Agency Amended Term:	N/A
7. Cooperative Agency Remaining Options to Renew:	N/A
8. City of Stockton Cooperative Purchase Agreement Term:	Start Date: 07/01/2024 End Date: 06/30/2027
9. City of Stockton Cooperative/ Piggyback Purchase Agreement Amount:	Not to Exceed \$385,650 for the term of the Agreement.

AGREEMENT

The City of Stockton, a California municipal corporation on behalf of itself and its associated entities ("City"), and the above-named Contractor ("Contractor"), do hereby agree that City shall be granted the pricing, terms, and conditions under the above referenced Advanced Helicopter Services ("COOP") as such may be amended from time to time. The COOP and associated documents referenced in the agreement are incorporated herein as Exhibit A to this City Cooperative/Piggyback Purchase Agreement ("Agreement").

Contractor shall grant such pricing, terms, and conditions to City for all procurements of goods and services, whether taking place on a City purchase order, purchasing card (credit card), or other purchasing modality, whether via telephone, via the Contractor website, or via direct purchase at a Contractor retail location.

1. **Agreement Term:** The Term of this Agreement shall remain in effect from date of the signing of this Agreement through June 30, 2027, unless terminated earlier by the City.

2. **Insurance and Hold Harmless:** In addition to the pricing, terms and conditions stated in the COOP and the associated documents incorporated herein as Exhibit A, Contractor shall, at Contractor's sole cost and expense and for the full term of the Agreement or any extension thereof, obtain and maintain at least all the insurance requirements listed in attached Exhibit B.

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement.

3. **Compensation:** City and Contractor do hereby enter into this Agreement for Aircraft Maintenance available in the above-named COOP and associated documents incorporated herein as Exhibit A and referenced in the attached quote Exhibit C. In no way, shall payment to the Contractor during the term of this Agreement exceed \$385,650 for the purchase of Aircraft Maintenance. Any person signing this Agreement on behalf of City or Contractor does warrants that he or she has full authority to do so.

4. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

5. **Applicable Law.** Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

6. **Special Funding.** If Special Funding is applicable, Exhibit D – Special Funding Terms & Conditions are incorporated herein.

This Agreement may be amended only by a written amendment, consistent with the COOP, signed by Contractor and City.

CITY OF STOCKTON

Harry Black, City Manager

Date: _____

ATTEST:

Eliza R. Garza CMC, City Clerk

APPROVED AS TO FORM:

Lori Asuncion, City Attorney

Print name

CONTRACTOR NAME.

By: _____
Signature

ADAM BURRIS

Print name

Title: DIRECTOR OF SERVICES

*[If Contractor is a corporation, signatures must
comply with Corporations Code §313]*

By: _____
Signature

Title: _____

EXHIBIT A



CITY OF SACRAMENTO

Police
(Responsible Department)

Bid Number: B221100114109

INVITATION FOR BID And Contract Specifications Nonprofessional Services

FOR: Aircraft Maintenance Services

***Bids Must Be Received Up To The Hour of 2:00 P.M. on May 4th,
2022***

Bids Must Be Submitted To: Office of the City Clerk
915 I Street, New City Hall
5th Floor Public Counter
Sacramento, CA 95814

Pre-Bid Conference:
Mandatory: Yes
 No

NAME AND ADDRESS OF BIDDER SUBMITTING THIS BID: (Bidder to complete the following information)

Name of Bidder: _____

Address: _____

City, State, Zip Code: _____

Phone Number: _____

Email Address: _____

CITY OF SACRAMENTO

Bid No. B221100114109

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(Formal – Services)

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Electronic Bid Document(s) Availability

1. Official Electronic copies of this bid document can be obtained only from the City of Sacramento's official web bid page. <http://www.planetbids.com/portal/portal.cfm?CompanyID=15300>
2. Any additional information (Addenda, Q&A, etc.) pertaining to this bid will also be found at the above official link.
3. Bid information obtained from third party sources **will not be considered official** and will not fulfill a bidder's responsibility for all official bid information as posted on our official site at the link above. Documents obtained from such sources may be incomplete, resulting in responses that are rejected as incomplete and non-responsive.

SECTION I REQUIREMENTS

SECTION I – REQUIREMENTS

A. BID INSTRUCTIONS AND REQUIREMENTS

No Bid Is In Legal Form Unless the Following Instructions Are Fully Complied With:

- 1. Additional Copies. VENDORS ARE REQUIRED TO SUBMIT AN ORIGINAL BID, INCLUDING ALL REQUIRED ATTACHMENTS SUCH AS BROCHURES AND CATALOGS, TO THE CITY CLERK ON THE DATE AND AT THE TIME AND LOCATION SPECIFIED ON THE COVER SHEET. FAILURE TO DO SO MAY CAUSE YOUR BID TO BE REJECTED.**
- 2. Bid Forms. Bid must be submitted on the forms included herein as follows:**

To obtain an electronic version of this bid go to Procurement's website at
<http://www.planetbids.com/portal/portal.cfm?CompanyID=15300>

Bids must be submitted in a sealed envelope or package. Bid submission envelopes/packages shall exhibit the City's bid name and number, and include the vendor's name and address printed on the outside of the envelope/package.

Bidders are invited to be present at the opening of bids. Bids will be opened, in public, in the Historic City Hall, Historic Chambers, 915 "I" Street, 2nd Floor, Sacramento, CA at or after 2:00 P.M. on, 5/04/2022_. After opening, Bids may be inspected in the City Clerk's Office.

(Note: Bids must be submitted up to 2:00 P.M. on the above date)

All bids shall be clearly and distinctly written without erasure or modification, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.

- 3. Alternate Bids.** Alternate bids are invalid unless invited and covered by the specifications. **Please note, all submissions are subject to rejection when unsolicited alternate bids are submitted.**
- 4. Bid Security.** Bid Security is: Required Not Required

If required, bid security approved by the City must accompany the bid, in the amount of % of the total amount of the bid. Bid security can be in the form of a cashier's check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Bid securities will be returned to all except the three lowest Bidders within ten days after the opening of bids. The bid security of the two unsuccessful Contractors will be returned after the successful Contractor has executed the contract. Bid security of the successful Contractor will be returned when the contract is signed and all other contract award requirements have been met.
- 5. Interest in More Than One Bid.** No bidder shall be interested in more than one bid (submit more than one bid for this solicitation), as provided by City Code Section 3.56.130(D). All bids by the same principal will be rejected.
- 6. City's Rights.** City reserves the right to take any of the following actions in its absolute discretion:

The right to award in whole or in part.

The right to reject any and all bids is reserved by the City.

The right to increase or decrease the quantities listed.

The right to issue subsequent Invitation For Bids (IFB).

The right to approve or disapprove the use of particular subcontractors and/or suppliers.

The City reserves the right to waive any informalities or minor irregularities, as determined in its sole discretion, in connection with bids received.

The right to make multiple awards to provide alternate sources to ensure continuity of services.

The right to accept a bidder's signed offer and issue a purchase order directly to the bidder based on the IFB.

7. **City Code.** All provisions of Chapter 3.56 of the City Code are applicable to any bid submitted or contract awarded.
8. **Equipment.** If equipment is bid, it shall be the newest and latest model in current production. Used, re-manufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated by the City.
9. **Brand Name or Equivalent.** Unless otherwise indicated, brand names and model numbers, when used, are for reference to indicate the character or quality of the desired item. Equivalent items will be considered. Offers for equivalent items shall state the brand and model number, or level of quality or performance. Submissions must include appropriate documentation to support the claim of equivalency. The burden of proof and cost of analysis, if necessary, to determine equivalence shall be the bidder's responsibility. The City is the sole judge as to whether an offered item is equivalent to the requested item and the City's judgment shall be final. When a brand name, model number, or level of quality or performance is not stated by the bidder, it will be understood that the brand name listed will be provided.
10. **Samples.** Samples of items, when requested or required, shall be furnished to the City free of charge of any kind, including freight or handling charges. Samples of items may be retained for future comparison. Samples may be damaged or destroyed by testing. Samples shall be returned to bidders only upon request, and at the bidder's cost.
11. **Faithful Performance Bond.** A faithful performance bond is: Not Required Required

If required, the successful bidder must submit a performance bond in a form approved by the City Attorney, in the amount of _____.
12. **Payment Discounts.** Payment discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Payment discounts offered for payment in twenty (20) or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any payment discount offered by the successful bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award. For purposes of award, The City assumes that all invoices are paid within the discount terms (all discounts are taken).
13. **Local Business Sales or Use Tax.** The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted. The current rate at which such local sales or use tax is received by the City is one percent (1%). Therefore, in evaluating bids to determine the lowest responsible bidder, bids that are subject to this tax at the time of opening shall have an amount equal to one percent (1%) of the taxable total deducted from the bids. This deduction shall be in addition to the application of any price preferences or other deductions authorized by the City Code. Such deductions shall be made for bid evaluation purposes only. Contract awards shall reflect the actual prices submitted.

If this IFB is for Goods and Services, Respondents must identify all taxable materials on a separate line item(s) from services to receive this price preference.
14. **Mandatory Pre-Bid Conference.** If a mandatory Pre-Bid Conference is indicated on the cover of this Invitation for Bid, all bidders are required to attend the conference. **Failure to attend this conference will result in rejection of your bid.** If a mandatory Pre-Bid Conference is indicated, bid packages will be made available only through the time and date of the conference. Subsequent addenda, if applicable, will be furnished only to those bidders who attended the Mandatory Pre-Bid Conference.
15. **Bid Inquiries.** Questions regarding this bid should be submitted to *[select one]*:

The City's Bid Center ("PlanetBids") Q&A tab for this bid.

These inquiries must be submitted at least 2 days prior to the bid opening date. Answers will be posted to the City's Bid Center Q&A tab or in the form of a written addendum to this IFB. If an addendum is issued, the receipt of such an addendum must be acknowledged in accordance with the directions on the addendum. Oral explanations or instructions given before the award of the contract will not be binding. Any contacts made with other City staff in an attempt to circumvent, interfere, or influence the City's standard bidding and evaluation practices may be grounds for disqualification of the bidder.

- 16. Bid Evaluation.** In determining the amount bid by each bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the Bid. When such a mathematical error appears on the face of the Bid, the City shall have the right to correct such error and to compute the total amount bid by the bidder based on the corrected figure or figures.

When an item price is required, and it is inconsistent with the extended price listed for the total quantity requested (item price times estimated quantity needed), the item price shall prevail over the extended price for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the intent of the bid process. The total paid for each such item of work shall be based upon the item price and not the total extended price.

Should the Bid contain only a total extended price for the item and the item price is omitted, the City shall determine the item price by dividing the total extended price by the estimated quantity needed, as listed in this IFB..

If the Bid contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Bid shall be disregarded.

If prospective bidders are bidding an item "or equal," the bidders shall list the manufacturer's name and product number of the item offered in the space provided. If such information is not provided, it will be assumed that the bidder is offering the exact item specified. The City's decision as to whether an item is an equal to the item specified shall be final.

- 17. Determination of Lowest Responsible Bidder.** Sacramento City Code '3.56.020 provides that the lowest responsible bidder shall be determined as follows:

- a. In determining whether a bidder is responsible, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the contract or effectuate the transaction; (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgment, experience and efficiency of the bidder; (v) the quality of the bidder's performance on previous purchases by, or contracts with, the City; (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided.
- b. Based on the information provided in the bids, the City Council or the City Manager, as the case may be, shall identify those bids that are subject at the time of bid opening to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the City Code. The lowest responsive, responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. This deduction shall be in addition to the application of any bid price preferences authorized by subsection c, below.

The City Council may by resolution, from time to time, adopt programs or procedures for providing bid price preferences, including but not limited to, preferences to promote the participation and utilization of local business enterprises, energy conservation and sustainability in the City's contracting for supplies and nonprofessional services. The lowest responsible bidder shall be the responsible bidder whose bid price is the lowest after all bid prices are calculated to include any such preferences. The calculation of such preferences shall be in addition to any deduction of sales or use tax required by subsection b, above.

- 18. Pre-Award Conference.** The apparent lowest responsible bidder may be required to attend a pre-award conference at a mutually acceptable time at which requirements of the Contract will be reviewed. At that time, samples of forms, reports etc., will be submitted by the Contractor for final approval.

19. **Award by Item or Group.** The City reserves the right to increase or decrease quantities listed, make separate awards for any item, line-item or category/group of items to the lowest responsible bidders for such items or category/groups of items.
20. **Multiple Awards.** The City reserves the right to make multiple awards in order to provide for multiple sources, to ensure continuity of supply if meeting the City's **requirements** within an acceptable time period may exceed the capacity or capability of the primary contractor.
21. **Contract Award.** Within ninety (90) days after bid opening, a contract will be awarded by the City to the lowest responsible bidder(s), subject to the right of the City to reject all bids or waive informalities or minor irregularities, as it may deem proper. The time for awarding a contract may be extended in the sole discretion of the City, if required to evaluate bids or for such other purposes as the City may determine, unless the Bidder objects to such extension in writing with its Bid. The City may accept a Bid offer by issuance of a Notice of Award Letter, Contract and/or a purchase order notifying Bidder of award at any time on or before the 90th day following the day of Bid opening.
22. **Non-Professional Services Agreement.** The bidder(s) recommended for award will be required to sign a Non-Professional Services Agreement. A copy of the agreement can be found at the following web address:
<http://portal.cityofsacramento.org/Finance/Procurement/Standard-Agreements>

Bidders are responsible for *reading and understanding* all of the requirements of the agreement *prior* to submitting their bid. Questions about any portion of the agreement shall be submitted in the manner specified in this bid.

In addition, the resulting contract may be subject to three City ordinances referenced in the agreement. These ordinances shall be reviewed at the following web addresses.

22A. Living Wage Requirements for Non-Professional Service Agreements:

<http://portal.cityofsacramento.org/Finance/Procurement/Standard-Agreements>

22B. Requirements of the Non-Discrimination in Employee Benefits Code (“EBO”):

<http://portal.cityofsacramento.org/Finance/Procurement/Standard-Agreements>

22C. Ban-the-Box Requirements:

<http://portal.cityofsacramento.org/Finance/Procurement/Standard-Agreements>

23. **Emergency/Declared Disaster Requirements.** In the event of an emergency or if a City facility is declared a disaster area by the county, state or federal government, the contract resulting from this IFB may be subjected to unusual usage. The selected bidder shall provide service to the City during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. If the consultant/vendor/supplier is unable to supply the goods/services under the terms of the contract because of a disruption in its chain of supply or service, then the consultant/vendor/supplier shall provide proof of such disruption which may include, but not be limited to a copy of a letter from the source of supply or service stating reason for the disruption. Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted.
24. All bids must show the full name of the firm bidding and must be on forms furnished by the City of Sacramento Procurement Division. All responses must be written in ink, printed on a typewriter, or computer generated. Responses made in pencil will not be considered.
25. **Submission of Bids.** The City is not responsible for misaddressed bid submittals. Please assure that you utilize the address appropriate for the method of delivery. **Bid submissions made via commercial express courier (FedEx, United Parcel Svs.) or personal delivery must be addressed as follows:**

Office of the City Clerk
915 I Street, New City Hall
5th Floor Public Counter
Sacramento, CA 95814

26. Bid Protest. Bid protests must be filled and maintained in accordance with the provisions of Sections 3.60.460 through 3.60.560 of the Sacramento City Code. Bid protests that do not comply with Sections 3.60.460 through 3.60.560 of the Sacramento City Code shall be invalid and shall not be considered. A bid protest fee of \$750.00 is required at the time of filing to be considered valid in accordance with City of Sacramento Resolution No. 2003-231 dated April 29, 2003. As used herein, the term "bid protest" includes any bid protest that (1) claims that one or more bidders on this contract should be disqualified or rejected for any reason, or (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. Sections 3.60.460 - 3.60.560 of the Sacramento City Code are available at: <http://www.qcode.us/codes/sacramento/>

27. Business Operations Tax Certificate. Sacramento City Code requires that any person or firm conducting business within or with the City of Sacramento obtain a Business Operations Tax Certificate and pay the applicable tax if necessary. Successful Respondent(s) must meet this requirement prior to Award of the Contract.

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento, Revenue Division, 915 I Street, Room 1214, Sacramento, CA 95814, or telephone (916) 808-8500.

Licenses and Permits. By providing a Submission in response to this Solicitation, the Respondent represents and warrants that it has all licenses, permits, qualifications, and approvals required for the Respondent to furnish the Goods and/or Services required by the City. If the Respondent is an out-of-state entity, the Respondent represents and warrants that it possesses a valid certificate to transact business in the State of California issued by the California Secretary of State.

29. Local Business Enterprise (LBE) Participation Requirements (Not Applicable - Federal Funds Used)

I. LBE PARTICIPATION REQUIREMENT

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities. On November 19, 2013, the City Council increased the LBE preference percentage and authorized City departments to require a minimum 5% LBE participation level in public project and professional service contracts. On December 17, 2013, the City Council amended the City Code to allow City departments to require a minimum 5% LBE participation level in supply and nonprofessional service contracts. Under City Code section 3.60.270, when the specifications or request for proposals or bids for a City contract establish a minimum participation level for LBEs, no proposer or bidder on the contract shall be considered responsive unless its proposal or bid meets the minimum LBE participation level required by the specifications or request for proposals or bids.

The City has established **a minimum 5% participation level for LBEs on this contract.** Under City Code section 3.60.270, no proposer or bidder shall be considered a responsive proposer or bidder unless its proposal or bid meets this minimum LBE participation level.

Bidder and any other business entity listed on the LBE forms submitted shall comply with all applicable laws relating to licensing, permitting, and payment of taxes and fees in the City of Sacramento or County of Sacramento; and shall not be in arrears to the City of Sacramento or County of Sacramento, upon award of a contract.

II. LBE QUALIFICATION (Not Applicable - Federal Funds Used)

- A. An LBE designated in the proposal or bid must be qualified as a LBE prior to the time set for submission of proposals or bids.
- B. Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, Limited Liability Company, corporation, or other business entity that has a legitimate business presence in the City or unincorporated county of Sacramento. Proof of legitimate business presence in the City or unincorporated county of Sacramento shall include:

Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of the proposal or bid; and

Having either of the following types of offices or workspace operating legally within the City or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of the proposal or bid:

The LBE's principle business office or workspace; or

The LBE's regional, branch or satellite office with at least one full time employee located in the City or unincorporated county of Sacramento.

An LBE must provide a physical address for the basis of location. This excludes P.O. Box addresses.

An LBE must provide a current copy of the City of Sacramento Business Operations Tax Certificate or County of Sacramento Business License.

III. DETERMINATION OF LBE PARTICIPATION LEVEL (Not Applicable - Federal Funds Used)

Professional and nonprofessional service agreements of \$250,000 or more will be subject to a minimum 5% LBE participation requirement.

To receive credit for the 5% minimum participation requirement, the Contractor must either **(a)** be an LBE, or **(b)** subcontract with a business entity that is a qualified LBE.

IV. LBE REQUIREMENTS OF SUCCESSFUL PROPOSAL (Not Applicable - Federal Funds Used)

- A. **LBE RECORDS** - The Contractor shall maintain records of all agreements with verified LBE subconsultants or subcontractors for one (1) year after receiving final payment from the City. Such records shall show the name and business address of each LBE subconsultant or subcontractor and the total dollar amount actually paid each LBE subconsultant or subcontractor. Upon completion of the agreement, a summary of these records shall be prepared, certified correct by the Contractor's authorized representative, and furnished to the City. The Contractor shall provide such other information, records, reports, certifications, or other documents as may be required by City, to determine compliance with any provision of the LBE program or these requirements.
- B. **REPORTING REQUIREMENTS AND SANCTIONS** - Failure to provide specific information, records, reports, qualifications, or any other documents required for compliance with these requirements shall be considered noncompliance with the agreement. If the Contractor fails to correct a deficiency within fifteen (15) days after notification, a deduction may be made from the agreement amount. The deduction shall be ten (10) percent of the estimated value of the services performed during the month, not to be less than \$1,000 nor exceed \$10,000.
- C. **PERFORMANCE OF LBE SUBCONSULTANTS** - The LBEs listed as subconsultants or subcontractors by the Contractor shall perform the work or services for which they are listed unless the Contractor has received prior written authorization from the City to perform the work or services in another manner. If the City approves the substitution of a LBE listed as a subconsultant or subcontractor by the Contractor, the Contractor will be required to make good faith efforts to replace the original LBE subconsultant or subcontractor with another qualified LBE subconsultant or subcontractor.

V. DEFINITIONS

A. Local Business Enterprise (LBE)

Local Business Enterprise (LBE): A business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or any other business entity that has a legitimate business presence in the City of Sacramento or unincorporated county of Sacramento.

B. Contractor

The successful proposer or bidder who is awarded the professional service or nonprofessional service agreement by the City.

C. Subconsultant

The individual, partnership, corporation, firm, or other entity entering into a contract or agreement with the Contractor to perform a portion of the work or services under the professional service agreement.

D. Subcontractor

The individual, partnership, corporation, firm, or other entity entering into a contract or agreement with the Contractor to perform a portion of the work or services under the nonprofessional service agreement.

30. Submission Authority. By providing a Submission in response to this Solicitation, the bidder certifies that the only persons or parties interested in its submission as principals are those named herein; that its bid is made without collusion with any other individual, firm, or corporation; that it has examined all of the Contract Documents and proposes and agrees that if its Submission is accepted, the Respondent will execute the Contract Documents without amendment and fully perform the Contract; that the Respondent shall furnish all Goods and/or perform all Services specified in the Contract Documents, in the manner and time prescribed, and according to the requirements set forth therein; and that the Respondent shall accept the prices set forth in the Respondent's attached Pricing Schedule.

**SUBJECT TO PARAGRAPH 7 ABOVE, THE CITY CANNOT ACCEPT A
BID FAILING TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS.**

SECTION II ADDITIONAL CONTRACT DOCUMENTS

SECTION II – ADDITIONAL CONTRACT DOCUMENTS

The bidder(s) recommended for this award will be required to sign a Non-Professional Services Agreement. A copy of the agreement can be found at the following web address:

<http://portal.cityofsacramento.org/Finance/Procurement/Standard-Agreements>

In addition to the terms set forth in the Non-Professional Services Agreement, the following terms will be included in the Contract.

A. SPECIAL PROVISIONS

1. **Purchase Order.** A Purchase Order will be issued to the Contractor on behalf of the City department or division ordering items/services covered in the contract. The Purchase Order will be enclosed with the resulting contract or will be issued shortly thereafter, and will become of the contract. Each Purchase Order will cite a specific dollar value to cover a particular item or specified period of time. If a contract is for a specific period of time and extends beyond the close of the City's fiscal year of June 30th a second purchase order may be issued.

A. The Purchase Order does not supersede any provision of the contract. Performance time and dates are determined solely by the contract.

B. Delivery of material and/or services are not to begin until receipt of the Purchase Order and/or other notification by the City.

2. **Cooperative Purchasing.** The use of any resulting contract may be extended to other government agencies and to other departments or divisions within the City of Sacramento. It shall be understood that all terms and conditions as specified herein shall apply. The City of Sacramento will not be an agent, partner or representative of any other government agency purchasing through its Contract and is not obligated or liable for such purchases, including, but not limited to, payment for any order placed by any other government agency.

3. **Environmentally Preferable Procurement**

The City has adopted a "Sustainable Procurement Policy (SPP) and program. The goal is to encourage the procurement of products and services that help minimize environmental impact resulting from use and disposal of these products. Contractors are encouraged to offer Energy Star, Green Seal, EcoLogo, EPEAT, or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. City also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this IFB. Contractors will offer products that have minimal virgin materials and maximum use of recycled products. Contractor must work with the City to attain these goals.

Notwithstanding the above, the Contractor agrees to supply the City of Sacramento with environmentally preferable and effective products in compliance with the specifications in this solicitation and provide services that help minimize environmental impact resulting from use and disposal of products specified in this bid.

The Contractor further agrees that its products specified in this bid do not contain any items, ingredients or components prohibited under the City's SPP Policy.

The City may terminate this contract or take other appropriate actions if the contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the City's SP Policy and requirements specified in the bid.

The City's SPP Policy is available on line at:

<http://portal.cityofsacramento.org/Finance/Procurement/Sustainability-Options> or by contacting the Procurement Services Division at (916) 808-6240.

- 4. Taxpayer Identification Certification.** Contractor shall file a current version of the Department of the Treasury Internal Revenue Service Form W-9 with the City.
- 5. California Income Tax Withholding Status.** Contractor shall certify its California income tax withholding status by filing a current version California Form 590 "Withholding Exemption Certificate" or California Form 587 "Nonresident Withholding Allocation Worksheet" with the City.

SECTION II – CONTRACT DOCUMENTS

B. TECHNICAL SPECIFICATIONS/PLANS/OTHER REQUIREMENTS

SCOPE OF SERVICE

1. **Time of Performance:** The services described herein shall be provided for five (5) years, from 7/01/2022 through 6/30/2027.
2. **Required Services:** Contractor shall perform any and all inspections, maintenance, and repairs recommended by the manufacturers of aircraft operated by SPD and any other inspections, maintenance, and repairs necessary to ensure the airworthiness of SPD aircraft and functionality of SPD equipment.
3. **License and Permits:** The Contractor shall furnish labor, materials, tools, licenses, and any applicable permits necessary to maintain two (2) Bell OH-58 helicopters, one (1) Bell 505 helicopter, and one (1) Cessna 172 owned and operated by the Sacramento Police Department (SPD). The licenses and permits shall be current and in effect at the time bids are submitted and for the entire term of the contract, to include renewal periods. The licenses and permits shall be available for inspection by the SPD upon request.
4. **FAA Certified Mechanics:** For inspections, maintenance, and repairs performed on SPD aircraft and related equipment, the Contractor shall only assign current Bell and Cessna Federal Aviation Administration (FAA) certified Airframe and Powerplant (A&P) mechanics. Related equipment includes, but is not limited to, avionics, camera, spotlight, PA, downlink, and items used on the aircraft to conduct police air operations missions. The Contractor shall possess and maintain (a) valid FAA approved repair station certificate(s), as prescribed in Part 145 of the Federal Aviation Regulations (FAR), necessary to conduct the level of maintenance required by the contract.
5. **Primary Mechanic:** The Contractor shall assign a primary mechanic who is responsible for the oversight and performance of inspections, maintenance, and repairs of SPD aircraft and equipment. The primary mechanic shall be available by telephone for consultations and guidance regarding maintenance issues within two (2) hours of initiated contact by SPD. The primary mechanic shall have attended the appropriate manufacturer's airframe and engine field maintenance course(s) specific to the SPD aircraft. If the primary mechanic has not attended such (a) course(s), he/she must begin this training within sixty (60) days after notification of contract award or at the next scheduled class, whichever comes first. Upon completion of the training, the Contractor shall provide a copy of the certificate(s) to SPD. In the event the primary mechanic is unavailable for requested work by SPD, a replacement mechanic may perform the work with pre-approval by SPD.
6. **Bennett Mechanical Comprehension Test (BMCT):** Within six (6) months after notification of contract award, the Contractor shall submit all scores from the BMCT for all mechanics assigned to perform inspections, maintenance, and repairs on SPD aircraft and equipment. SPD shall reserve the right to refuse assignment of a mechanic to work on SPD aircraft and equipment based on BMCT scores. Substitutions for the BMCT will be considered on a case-

by-case basis, however, it is the Contractor's responsibility to provide all test scores and industry-recognized criteria for aviation maintenance technician score requirements for alternate mechanical aptitude tests.

7. **Mechanic Qualifications:** Contractor shall submit resumes for **all mechanics** that will be performing maintenance, inspections and repairs on SPD aircraft within sixty (60) days after notification of contract award. This requirement includes mobile mechanic(s) and mechanics working out of the Contractor's maintenance facility. The resumes shall include work experience, schools/courses attended, copies of current certificates, manufacturer's courses attended, and FAA ratings held. The Contractor shall notify SPD in writing/email of any failures of performance requirements or safety violations of any mechanic who performs inspections, maintenance, and repairs on SPD aircraft. SPD reserves the right to refuse the service of any mechanics at any time. SPD will allow the Contractor up to sixty (60) days to identify and retain a suitable replacement mechanic consistent with the requirements set forth in Section 4 above.
8. **Primary Mechanic Replacement:** Should it be necessary during the term of the contract; SPD reserves the right to request a replacement primary mechanic for any/all future inspections, maintenance, or repairs of SPD aircraft and equipment. SPD will allow the Contractor up to sixty (60) days to identify and retain a suitable replacement mechanic consistent with the requirements set forth in Section 4 above.
9. **Additional Mechanics:** When deemed necessary by SPD, Contractor shall provide additional mechanics to assist with required aircraft inspections, maintenance, and repairs. The additional mechanics shall meet the requirements listed herein. For the performance of scheduled inspections, maintenance, and repairs, SPD shall request that Contractor dispatch additional mechanics upon forty-eight (48) hours' notice. For the performance of unscheduled inspections, maintenance, and repairs, Contractor shall honor a request from SPD to dispatch additional mechanics within twenty-four (24) hours of the request. The Contractor shall provide additional qualified mechanics on the date(s) desired by SPD.
10. **Avionics:** Mechanics are expected to be able to remove and reinstall radios, computer, cables, antennas, and various electronic/electrical components which may need to be sent to appropriate service centers for repairs. Avionics related discrepancies that are beyond the capabilities of the Contractor shall be subcontracted to an appropriate repair facility as agreed upon in advance by SPD. A written estimate of subcontractor services and costs shall be provided and agreed to in advance.
11. **List Component:** The Contractor shall be required to maintain a status list of all finite components and their times. The Contractor shall notify SPD when a part is within 300 hours of replacement.
12. **Contractor Facility:** The Contractor's primary/designated maintenance facility must be located within fifty (50) nautical miles of McClellan Park, CA 95652 and must be an FAA Certified Repair Station.
13. **Transport Capability:** The Contractor shall be capable of trailering and transporting SPD aircraft from a designated SPD facility to its maintenance facility. Contractor shall bear the burden of loss/damage/risk for any aircraft, parts, and equipment in its possession for

transport, either by the Contractor or by a common carrier. Contractor shall provide insurance up to the amount of the manufacturer's list price for all aircraft, parts, and equipment, including, but not limited to, all engines and engine components. Auto liability and in-transit-insurance coverage that covers the cost of the aircraft, parts, and equipment shall be required. The Contractor shall provide proof of such insurance to SPD upon execution of the contract.

- 14. Aircraft Inspections:** Unless the Contractor provides a specific reason for its inability to conduct inspections at the SPD facility, the Contractor shall perform 25-hour inspections for Bell OH58 and 50-hour inspections for Bell 505 helicopters at the designated SPD facility. All additional helicopter manufacturer-recommended inspections, and all Cessna inspections, may be performed at the Contractor's facility.

All recommended manufacturer inspections performed at the Contractor's facility shall be conducted in a timely manner unless documented hardships exist and are communicated with, and agreed upon, by SPD. Inspection, maintenance, and repair delivery time estimates shall be communicated with the SPD Air Operations representative at the start of the work order. At a minimum, the following inspections are required:

Bell Helicopter 505:

50 Hour
100 Hour
200 Hour
300 Hour
400 Hour
500 Hour
600 Hour
1200 Hour
1500 Hour
3000 Hour

Bell Helicopter OH58:

25 Hour
100 Hour
300 Hour

Cessna 172:

50 Hour
100 Hour
Annual Inspection

- 15. Unscheduled Repairs:** For all inspections, maintenance, and repairs, other than scheduled inspections, the Contractor shall provide a written estimate of the time, and costs of labor and parts, required to complete the SPD request. Prior to starting such inspections, maintenance, and/or repairs, the Contractor shall obtain written approval from the SPD air operations

supervisor. No work shall be started, or parts supplied, in excess of, or different from, the original written estimate without separate, prior approval of the SPD Air Operations supervisor. Use of over-time labor rates must be approved in advance by the SPD Air Operations supervisor.

16. **Defective Parts/Repair & Replacement of Airframe & Engine Components:** While performing any job under the contract, Contractor shall; 1) perform all repairs necessary to allow each component to perform in accordance with Manufacturer's specifications; and 2) replace all parts which are defective or which, according to the manufacturer's specifications or recommendations, should be replaced at the time Contractor is performing the work.
17. **Work Order:** The Contractor shall provide a copy of the work order along with the component, for any component that is overhauled by or through Contractor.
18. **Maintenance Schedule:** The Contractor shall use an appropriate maintenance schedule. When conducting aircraft inspections, maintenance, and repairs, the mechanic shall perform the inspections, maintenance, and repairs utilizing the appropriate manufacturer's checklist and/or a checklist agreed upon in advance by SPD. After completion of the inspections, maintenance, and/or repairs, the mechanic shall provide the checklist(s) to the SPD pilot receiving the aircraft for review prior to any operation of the aircraft. A copy of the checklist shall be given to SPD for retention. The checklist shall verify that each procedure has been accomplished. The checklist shall include a space for initialing by the mechanic completing the service procedure item and pilot receiving the aircraft.
19. **Aircraft Maintenance Records:** Airframe, engine, component, and avionics logbooks, if applicable, shall be maintained for each aircraft. Entries shall be made by the primary mechanic performing the maintenance or designee, and will be in accordance with, FAR 43.11 (Content, form, and disposition of records for inspections under Part 91). Logbook entries and the appropriate electronic maintenance tracking system entries shall be completed immediately upon completion of maintenance being performed and prior to the aircraft being returned to service.

Entries shall be made:
 - (a) Upon completion of inspections, repairs, or maintenance;
 - (b) Upon compliance with an FAA or manufacturer's maintenance directive;
 - (c) Upon compliance with manufacturer's Service Bulletins or Service Letters; and
 - (d) After a post-maintenance flight and return to service per FAR 91.407(b). This entry shall be made in conjunction with the SPD pilot performing the return -to service-flight.
20. **Protection of SPD Aircraft, Parts, and Equipment:** Contractor shall be responsible for the security of SPD aircraft, parts, and equipment while in its possession and will be fully liable for any loss of, or damage to, the aircraft, parts and equipment. Contractor shall maintain a secure hangar for storing SPD aircraft, parts and equipment not accessible to the public, with a burglar and fire alarm system installed, which is limited to a central reporting station. The Contractor shall provide for safe and secure storage of all SPD parts including, but not limited to, engines, main rotor blades, and main rotor heads. Contractor recognizes that engine, engine components and air frame components may be stored for several months prior to installation. The Contractor shall keep a log of all SPD-owned parts in its possession and

provide it upon request to SPD until the agreement expires. Contractor shall maintain a "Garage Keeper Insurance Policy" or similar policy which covers the replacement cost of all SPD aircraft, parts, and equipment when stored at the Contractor's facility. The Contractor shall provide proof of such insurance to SPD upon execution of the contract.

21. **Responsibility for Damage or Loss:** Costs of repairing or replacing SPD aircraft due to any damage caused by the acts or omissions of Contractor, any subcontractor or agent of Contractor, their respective officers and employees, and anyone else for whose acts or omissions any of them may be liable, will be the sole responsibility of the Contractor.
22. **Tools:** It is the Contractor's responsibility to provide all necessary tools to repair and maintain SPD equipment. Should the SPD request the use of a tool or special equipment that is above and beyond what is required for routine maintenance, the Contractor shall provide a written cost estimate for the tools and obtain prior authorization from the SPD for the purchase. Contractor shall use only manufacturer's tools, if recommended or required by the manufacturer, for instance, to maintain warranty coverage. Tool use shall conform to any and all Bell and Cessna manufacturer guidelines and warranties.
23. **Tool Inventory:** Contractor shall have a formal tool inventory control system to ensure that all tools used during maintenance are removed from the aircraft and returned to their storage areas at the conclusion of the maintenance. Foam shadow boxing of all tools is recommended. If shadow boxing is not used, a tool inventory list of all tools used shall be required and provided to SPD for review during post-maintenance aircraft inspections and prior to operation of the aircraft.
24. **Formal Foreign Object Damage (FOD) Control Program:** Contractor shall have a formal FOD control program in place. At a minimum, the FOD control program shall ensure that tools, parts, and debris are not routinely placed on aircraft surfaces during maintenance actions other than as necessary to complete a specific task. Contractor must provide proof that Contractor has an FOD program in place within sixty (60) days from the award of the contract and will be subject to SPD approval.
25. **Aircraft Change:** The SPD may make changes to its current aircraft fleet by adding additional makes/models during the term of the contract as well as adding or replacing equipment. Contractor will be given a minimum of sixty (60) days notification of any new aircraft or equipment to ensure that Contractor's mechanics can meet the requirements specified in Section 4 above.
26. **Computerized Parts Inventory:** The Contractor shall maintain a computerized parts inventory of SPD parts during the entire term of this agreement and any subsequent extensions. The computerized parts inventory spreadsheet shall list all airframe and engine parts that are finite life items, and state the part number, component name, serial number, total time until overhaul/retirement, component time prior to overhaul/retirement, aircraft time when component/part installed, time on aircraft when part/component installed, overhaul part/component at aircraft total time, retire part/component at aircraft total time, hours remaining that part/component has left, estimated date when part/component needs to be replaced or overhauled, and the percentage of time the part/component has remaining.

27. **Spare Parts Inventory:** The SPD maintains a limited spare parts inventory. When serviceable parts and/or supplies are furnished by the SPD, those items shall be utilized by the Contractor. The SPD will have the option to supply parts as needed. The Contractor is required to supply SPD with a list of parts, with a MSRP that exceeds \$100, necessary to perform routine maintenance.
28. **Safety Management System (SMS):** Contractor shall have a demonstrated commitment to Safety Management System (SMS) integration. A demonstrated commitment to SMS integration is defined as having, at a minimum, a stand-alone safety policy, company-wide training in SMS, and actively improving SMS integration. Contractor must provide proof of compliance within sixty (60) days of the award of the contract and will be subject to SPD approval.
29. **Mechanic Distraction Management:** Contractor shall have a formal policy on distraction management to reduce or eliminate distractions during the actual conduct of maintenance actions. This policy shall include, but not be limited to, cell phone management. Contractor must provide proof of compliance within sixty (60) days of award of the contract and will be subject to SPD approval.
30. **Ground and Flight Checks:** All ground and flight checks shall be completed by an SPD pilot per the Rotorcraft Flight Manual (RFM) after maintenance and prior to releasing the aircraft into service. Ground and flight checks shall be documented in the aircraft logbook, and/or an electronic maintenance tracking system. When there is a discrepancy between the maintenance manuals and the RFM as to the requirement of a ground or flight check, the most conservative action shall be followed (for example: the RFM requires a flight check after work on the flight controls, but the maintenance manual does not, a flight check shall be performed because the RFM calls for one).
31. **Manufacturer's Authorization:** Contractor warrants that the manufacturer authorizes Contractor to perform overhaul and maintenance services on the engines/components in the SPD fleet. Contractor shall allow only skilled mechanics, which have been trained and licensed to perform overhaul and maintenance services under the contract. Contractor shall observe the highest standard of diligence and care in the performance of its overhaul and maintenance responsibilities and shall meticulously follow the standards and procedures required by the manufacturer (including all service bulletins) for overhaul and maintenance service.

The Contractor further warrants that with respect to any components overhauled the following applies:

1. All parts/components shall be free of defects in title, material, and workmanship.
2. All parts/components meet or exceed the specifications and requirements of the manufacturer.
3. Engine components are new, or if authorized by SPD, reconditioned to original manufacturer's specifications.
4. All parts/components shall be free of any patent infringements, proprietary rights or copyrights.

5. Contractor further warrants that all services and parts provided shall be in strict conformity with all applicable regulations from the FAA.

- 32. Contractor:** Contractor shall have a representative available by phone/cell phone 24 hours a day, seven days a week, to ensure the response of an appropriate current Bell or Cessna FAA certified A&P mechanic to emergency field service requests within the Greater Sacramento Area. Contractor must arrive in the field within four (4) hours of SPD call.

SECTION III BIDDER RESPONSE DOCUMENTS

SECTION III – BIDDER RESPONSE DOCUMENTS

A. ITEMS THAT MUST BE SUBMITTED BY SUCCESSFUL BIDDER PRIOR TO START OF CONTRACT

The following documents are required to be completed and submitted by the successful bidder prior to the award of contract of the contract:

1. CERTIFICATE OF INSURANCE

Successful bidders are REQUIRED to submit the necessary Certificate(s) of Insurance as called for in the General Provisions prior to award of the contract.

2. BUSINESS OPERATIONS TAX CERTIFICATE

Chapter 3.08 of the Sacramento City Code requires that anyone conducting business in the City of Sacramento obtain a **Business Operations Tax Certificate** and pay the applicable tax if necessary. Successful bidders will be REQUIRED to show compliance with this requirement prior to award of the contract.

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento, Revenue Division, 915 I Street, Room 1214, Sacramento, CA 95814, or telephone (916) 808-8500.

SECTION III – BIDDER RESPONSE DOCUMENTS

B. BID GUARANTEE (If Applicable)

C. PERFORMANCE BOND (If Applicable)

D. PAYMENT BOND (If Applicable)

SECTION III – BIDDER RESPONSE DOCUMENTS

E. DRUG FREE WORKPLACE POLICY AND AFFADAVIT

***BID PROPOSAL MAY BE DECLARED NONRESPONSIVE IF THIS FORM (COMPLETED) IS NOT ATTACHED.
Pursuant to City Council Resolution CC90-498 dated 6/26/90 the following is required.***

The undersigned contractor certifies that it and all subcontractors performing under this Agreement will provide a drug-free workplace by:

1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Establishing a Drug-Free Awareness Program to inform employees about:
 - a. The dangers of drug abuse in the workplace.
 - b. The contractor's policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation, and employee assistance program.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Notify employees that as a condition of employment under this Agreement, employees will be expected to:
 - a. Abide by the terms of the statement.
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.
4. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy on the "Drug-Free Workplace" statement.
5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:
 - a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

* I certify that no person employed by this company, corporation, or business has been convicted of any criminal drug statute violation on any job site or project where this company, corporation or business was performing was within three years of the date of my signature below.

EXCEPTION:
Date Violation Type Place of Occurrence

If additional space is required use back of this form.

*** The above statement will also be incorporated as a part of each subcontract agreement for any and all subcontractors selected for performance on this project.**

IN THE EVENT THIS COMPANY, CORPORATION, OR BUSINESS IS AWARDED A CONTRACT, AS A RESULT OF THIS BID; THE CONTRACTOR WITH HIS/HER SIGNATURE REPRESENTS TO THE CITY THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS COMPLETE AND ACCURATE. IT IS UNDERSTOOD AND AGREED THAT FALSE CERTIFICATION IS SUBJECT TO IMMEDIATE TERMINATION BY THE CITY.

The Representations Made Herein On This Document Are Made Under Penalty Of Perjury.

CONTRACTOR'S NAME:

BY: **Date:**
Signature Title

Effects of violations: a. Suspension of payments under the Agreement. b. Suspension or termination of the Agreement. c. Suspension or debarment of the contractor from receiving any Agreement from the City of Sacramento for a period not to exceed five years.

F. ITEMS REQUIRING BIDDER RESPONSE

NOTE: Proposers must provide responses to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of the proposal.

1. LBE FIVE PERCENT (5%) PARTICIPATION (Not Applicable - Federal Funds Used)

LOCAL BUSINESS ENTERPRISE (LBE) PARTICIPATION PROGRAM

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference and authorized City departments to require minimum LBE participation levels in individual contracts. Under City Code section 3.60.270, when the bid specifications for a City contract establish a minimum participation level for LBEs, no bidder on the contract shall be considered responsive unless its bid meets the minimum LBE participation level required by the bid specifications.

The City has established a minimum 5% participation level for LBEs on this contract. Pursuant to City Code Section 3.60.270, no bidder on this contract shall be considered responsive unless its bid meets or exceeds this minimum participation level. To qualify for this requirement, bidders must either (a) be an LBE, or (b) subcontract with a qualified LBE.

Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento. Evidence of legitimate business presence in the city or unincorporated county of Sacramento shall include:

1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of bid; and
2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of bid:
 - a. The LBE's principle business office or workspace; or
 - b. The LBE's regional, branch or satellite office with at least one full time employee located in the city or unincorporated county of Sacramento.

A. LOCAL BUSINESS ENTERPRISE (LBE)

Is the firm submitting the bid qualified as a local business enterprise? Check the appropriate box below:

- YES** - the firm submitting the bid is qualified as a local business enterprise.
- SUBCONTRACTING** - The firm submitting the bid is qualified by utilizing subcontractors or sub-tier suppliers who qualify as local business enterprises.*
- NO** - the firm submitting the bid is not qualified as a local business enterprise.

If the response to the above is YES, provide the City of Sacramento Business Operations Tax Certificate Number and/or County of Sacramento Business License Number:

Add Business License Number Here

If the response to the above is YES, a current copy of the City of Sacramento Business Operations Tax Certificate and/or County of Sacramento Business License must be provided upon request.

If the response to the above is YES, provide business office or workspace address**:

Add Address Here |

Add Address Here |

Add Address Here |

* If utilizing subcontractors to satisfy the minimum five percent (5%) LBE requirements, the **Subcontractor and Local Business Enterprise Participation Verification Form** found on the next page must be submitted with your proposal.

** Address must be a physical address for the basis of location, this excludes P.O. Box addresses, etc.

2. Subcontractor and Local Business Enterprise Participation Verification Form (Not Applicable - Federal Funds Used)

**Local Business Enterprise (LBE)
 Participation Verification Form**

Nonprofessional Service Agreements of \$250,000 or More

Proposer/Bidder Name: _____

Proposal/Bid Amount: _____ Is the Proposer/Bidder an LBE? Yes No

IF THE PROPOSER/BIDDER IS USING SUBCONTRACTORS OR SUB-TIER SUPPLIERS TO SATISFY THE LBE PARTICIPATION REQUIREMENT OF THIS SOLICITATION, THIS FORM MUST BE SUBMITTED WITH THE PROPOSAL OR BID FOR THE PROPOSER OR BIDDER TO BE CONSIDERED FOR AWARD.

THIS FORM MUST BE INCLUDED WITH THE SEALED COST ESTIMATE IF THE REQUEST FOR PROPOSAL REQUIRES A SEPARATE SEALED COST ESTIMATE.

To be eligible for this agreement, the proposer or bidder shall list below all the business entities (subcontractors or suppliers) used to attain the 5% LBE participation requirement. Estimated dollar values shall be provided for all work, services or supplies listed. The failure to attain the 5% LBE participation or the inclusion of false information or the omission of required information will render the proposal or bid non-responsive.

LBE Business Entity Name and Address (subject to verification)	Description of Work, Services or Supplies to be provided	Estimated Dollar Value of Work, Services or Supplies
		\$
		\$
		\$
		\$

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

The Proposer/Bidder hereby certifies that each business entity listed on this LBE Participation Verification Form has been notified that it has been listed and has consented in writing to its name being submitted for this proposal or bid. The Proposer/Bidder also certifies that it will notify each business entity listed on this Form in writing if the agreement is awarded to the Proposer/Bidder, and will make all documentation relevant to the listed business entities and LBE participation available to the City of Sacramento upon request. The Proposer/Bidder further certifies that all the information contained in this Form is true and correct and acknowledges that the City will rely on the accuracy of this information in awarding the agreement.

3. PAYMENT DISCOUNT

Will you offer a prompt payment discount? Yes [] or No [] (Net 30 days)

If Yes, the Payment Discount is _____% for payment within _____ calendar days, which will be computed from the date delivery is made and is accepted by the City, or the date a proper invoice is received, whichever is later.

PAYMENT DISCOUNTS SHALL BE CONSIDERED IN AWARDING THE CONTRACT AS SET FORTH IN THE "BID INSTRUCTIONS AND REQUIREMENTS", PARAGRAPH 11 (ENTITLED "PAYMENT DISCOUNTS").

4. ELECTRONIC FUNDS TRANSFER (EFT) (informational only):

Do you have the ability to accept electronic payments (EFT)? Yes [] or No []

If Yes, what percentage discount would you offer the City to be paid through EFT? _____%

SECTION III – BIDDER RESPONSE DOCUMENTS

G. PRICING SCHEDULE

The Contractor shall submit a firm fixed-price quote to perform all services required in accordance with the Scope of Service. The Contractor’s price quote shall be their fully burdened rate which includes all costs associated with the performance of maintenance, inspections and repairs on SPD aircraft and equipment. Price quotes for maintenance, inspections and repair services ordered against the contract shall include all needed personnel, materials, equipment, services, parts, ferrying and facilities costs.

Contractor must complete all lines in each section for its bid to be considered responsive. City may award each section separately or, if in its best interests, it may combine the sections for an award to one Contractor. Hours, parts, and quantities are estimates for evaluation purposes only. SPD may require more or less maintenance, inspections and repairs for time and materials on any line item.

Section A – Cessna (C172 *A C206 may be added to the SPD fleet during the contract period. Labor rates must reflect both models of aircraft.)

<u>Line #</u>	<u>Description</u>	<u>Quantity</u>	<u>Hours</u>	<u>Hourly Rate</u>	<u>Extension</u>
1.	50 Hour Inspection	6 X	_____ X	\$ _____	= \$ _____
2.	100 Hour Inspection	3 X	_____ X	\$ _____	= \$ _____
3.	Annual Inspection	1 X	_____ X	\$ _____	= \$ _____
4.	Hourly Shop Labor Rate	\$ _____	X 300 Hours	=	\$ _____
5.	OEM Parts Percent Discount	_____ % - 100%	X \$80,000	=	\$ _____
<small>(Based on Manufacturer’s Suggested Retail Price)</small>					
6.	Round Trip Ferry from SPD Hangar Per Trip Cost	\$ _____	X 11 Trips	=	\$ _____
Lines 1 through 6 Subtotal Section A					\$ _____

Section B - Bell Helicopters (OH58)

<u>Line #</u>	<u>Description</u>	<u>Quantity</u>	<u>Hours</u>	<u>Hourly Rate</u>	<u>Extension</u>
7.	25 Hour Inspection	16	X _____	X \$ _____	= \$ _____
8.	100 Hour Inspection	9	X _____	X \$ _____	= \$ _____
9.	300 Hour Inspection	3	X _____	X \$ _____	= \$ _____
10.	Hourly Shop Labor Rate	\$ _____	X 1500 Hours	=	\$ _____
11.	OEM Parts Percent Discount	_____ % - 100%	X \$80,000	=	\$ _____
<small>(Based on Manufacturer’s Suggested Retail Price)</small>					
12.	Round Trip Ferry Cost from SPD Hangar Per Trip Cost	\$ _____	X 25 Trips	=	\$ _____
Lines 7 through 12 Subtotal Section B					\$ _____

Section C - Bell Helicopter (505)

<u>Line #</u>	<u>Description</u>	<u>Quantity</u>	<u>Hours</u>		<u>Hourly Rate</u>	=	<u>Extension</u>
13.	50 Hour Inspection	12 X _____		X	\$ _____	=	\$ _____
14.	100 Hour Inspection	3 X _____		X	\$ _____	=	\$ _____
15.	150 Hour Inspection	3 X _____		X	\$ _____	=	\$ _____
16.	200 Hour Inspection	3 X _____		X	\$ _____	=	\$ _____
17.	300 Hour Inspection	2 X _____		X	\$ _____	=	\$ _____
18.	400 Hour Inspection	2 X _____		X	\$ _____	=	\$ _____
19.	500 Hour Inspection	2 X _____		X	\$ _____	=	\$ _____
20.	600 Hour Inspection	1 X _____		X	\$ _____	=	\$ _____
21.	1200 Hour Inspection	1 X _____		X	\$ _____	=	\$ _____
22.	1500 Hour Inspection	1 X _____		X	\$ _____	=	\$ _____
23.	3000 Hour Inspection	1 X _____		X	\$ _____	=	\$ _____

24. Hourly Shop Labor Rate \$ _____ X 1500 Hours = \$ _____

25. OEM Parts Percent Discount _____% - 100% X \$80,000 = \$ _____
 (Based on Manufacturer's Suggested Retail Price)

26. Round Trip Ferry Cost from SPD Hangar Per Trip Cost \$__ X 25 Trips = \$ _____

Lines 13 through 26 Subtotal Section C \$ _____

ANNUAL GRAND TOTAL \$ _____
 (Lines 1 through 26)

Contractor **MUST** provide the following cost items for the contract years in order to be considered responsive to this bid. Indicate “No Change” for items that will not increase/decrease from the prior year. Items 1 through 15 **only**, will be used in the final evaluation to determine lowest/best pricing for the entire term of the contract (potential 5 years). **Award will be based on the total cost of all 5 years.**

1. Year 1 Hourly Labor Rate OH58 \$ _____ /505 \$ _____ /Cessna \$ _____
2. Year 2 Hourly Labor Rate OH58 \$ _____ /505 \$ _____ /Cessna \$ _____
3. Year 3 Hourly Labor Rate OH58 \$ _____ /505 \$ _____ /Cessna \$ _____
4. Year 4 Hourly Labor Rate OH58 \$ _____ /505 \$ _____ /Cessna \$ _____
5. Year 5 Hourly Labor Rate OH58 \$ _____ /505 \$ _____ /Cessna \$ _____

6. Year 1 OEM Parts Discount _____ %
7. Year 2 OEM Parts Discount _____ %
8. Year 3 OEM Parts Discount _____ %
9. Year 4 OEM Parts Discount _____ %
10. Year 5 OEM Parts Discount _____ %

11. Year 1 Round Trip Ferry Charges \$ _____
12. Year 2 Round Trip Ferry Charges \$ _____
13. Year 3 Round Trip Ferry Charges \$ _____
14. Year 4 Round Trip Ferry Charges \$ _____
15. Year 5 Round Trip Ferry Charges \$ _____

Items 16 through 25 are not used in the bid evaluation but will become part of the subsequent contract pricing.

16. Year 1 OT Hourly Labor Rate OH58 \$ _____ /505 \$ _____ /Cessna \$ _____
17. Year 2 OT Hourly Labor Rate OH58 \$ _____ /505 \$ _____ /Cessna \$ _____
18. Year 3 OT Hourly Labor Rate OH58 \$ _____ /505 \$ _____ /Cessna \$ _____
19. Year 4 OT Hourly Labor Rate OH58 \$ _____ /505 \$ _____ /Cessna \$ _____
20. Year 5 OT Hourly Labor Rate OH58 \$ _____ /505 \$ _____ /Cessna \$ _____

21. Year 1 Sunday/Holiday Hourly Labor Rate
 OH58 \$ _____ /505 \$ _____ /Cessna \$ _____
22. Year 2 Sunday/Holiday Hourly Labor Rate
 OH58 \$ _____ /505 \$ _____ /Cessna \$ _____
23. Year 3 Sunday/Holiday Hourly Labor Rate
 OH58 \$ _____ /505 \$ _____ /Cessna \$ _____
24. Year 4 Sunday/Holiday Hourly Labor Rate
 OH58 \$ _____ /505 \$ _____ /Cessna \$ _____
25. Year 5 Sunday/Holiday Hourly Labor Rate
 OH58 \$ _____ /505 \$ _____ /Cessna \$ _____

SECTION III – REQUIREMENTS

H. BID SIGNATURE PAGE

BID NO. B221100114109

FOR SERVICES/SUPPLIES: AIRCRAFT MAINTENANCE SERVICES

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the “bidder” or the “Contractor”) submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefore, the prices set forth in the attached Pricing Schedule.

CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Invitation for Bid, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, General Provisions and any Addenda, Amendments, Special Provisions, Specifications, Plans, or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents referred to herein as the “Contract Documents”, are fully incorporated herein by this reference and are collectively referred to as the “Contract”. By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City’s written approval, and any changes made without such approval shall be void.

To Be Filled Out By Bidder

NAME OF CONTRACTOR: _____

ADDRESS: _____

PHONE #: _____ FAX #: _____ E-MAIL: _____

STATE TAX I.D. #: _____ FED. TAX I.D. #: _____

City of Sacramento Business Operation Tax Certificate #: _____
(Contract award will not be processed without a valid and current Certificate Number.)

TYPE OF BUSINESS ENTITY (check one): Individual/Sole Proprietor Partnership
 Corporation Limited Liability Company
 Other (please specify: _____)

BY: (signature of authorized person) _____

PRINT NAME: _____

TITLE: _____

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

City of Sacramento

City Council Report

915 I Street, 1st Floor
Sacramento, CA 95814
www.cityofsacramento.org

File ID: 2022-01234

7/19/2022

Consent Item 08.

Title: Agreement: Aircraft Maintenance and Repair Services [Published for 10-Day Review on 07/06/2022]

File ID: 2022-01234

Location: Citywide

Recommendation: Pass a Motion authorizing the City Manager, or the City Manager's designee, to execute an agreement with DFC, Inc. dba Advanced Helicopter for aircraft maintenance and repair services for five (5) years, effective July 1, 2022, through June 30, 2027, for an amount not-to-exceed \$2,300,000.

Contact: Bryce Heinlein, Police Captain, Metro Division, bheinlein@pd.cityofsacramento.org, (916) 808-4504, Police Department

Presenter: None

Attachments:

- 1-Description/Analysis
- 2-Agreement

Description/Analysis

Issue Detail: The Sacramento Police Department (SPD) must observe specific aircraft maintenance requirements, one of which is that the maintenance facility possess and maintain a valid Federal Aviation Administration (FAA) approved repair station certificate, as prescribed in Title 14, Part 145 of the Code of Federal Regulations (14 CFR 145). The facility must be available 24 hours a day, as needed, and be located within 50 nautical miles from McClellan Park, where the SPD aircraft are based.

DFC Inc. dba Advanced Helicopter Services satisfies the foregoing requirements. To ensure continuity of services, and for the safe maintenance and operation of the SPD fleet of aircraft, it is in the best interest of both the City of Sacramento and the SPD, in particular, to enter into an agreement with DFC Inc. dba Advanced Helicopter Services.

File ID: 2022-01234**7/19/2022****Consent Item 08.**

Policy Considerations: The City Code Section 4.04.020 mandates that, unless waived by a 2/3 vote of the City Council, all labor agreements and all agreements greater than \$1,000,000 shall be made available to the public at least (10) days prior to council action. This item was published for 10-day review on July 6, 2022, in compliance with the City Code.

Economic Impacts: Not applicable.

Environmental Considerations: Not applicable.

California Environmental Quality Act (CEQA): This action is not subject to the California Environmental Quality Act (CEQA) because it does not constitute a "project" as defined in section 15378 of the CEQA Guidelines and is otherwise exempt pursuant to section 15061 (b) (3) (no significant effect on the environment) of the CEQA Guidelines.

Sustainability: Not applicable.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: In May of 2022, the SPD publicly solicited a bid (Bid No. B221100114109) to procure helicopter and airplane maintenance and repair services. DFC Inc. dba Advanced Helicopter Services was the sole respondent to submit a response for helicopter maintenance and services. While there were no other responsive bidders, DFC Inc. dba Advanced Helicopter Services has demonstrated its capability to conduct the requisite maintenance of SPD aircraft over the past five (5) years. Thus, SPD recommends to entering into a five-year agreement with DFC Inc. dba Advanced Helicopter Services.

The SPD has an aircraft fleet of three helicopters and one fixed-wing airplane. If the SPD cannot secure maintenance and repair services, it will have to ground its fleet and discontinue airborne law enforcement activities, adversely impacting the SPD's law enforcement capabilities.

Financial Considerations: The SPD has identified a combination of funding via multiple operating grants. No general fund resources are required to support this action.

Local Business Enterprise (LBE): Not applicable due to federal grant funding.

City of
SACRAMENTO
Office of the City Clerk

CONTRACT ROUTING SHEET

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.

General Information (Required)

Original Contract # (supplements only): _____ Supplement/Addendum #: _____
 Assessor's Parcel Number(s): _____
 Contract Effective Date: 07/01/2022 Contract Expiration Date (if applicable): 06/30/2027
 \$ Amount (Not to Exceed): 2300000 Adjusted \$ Amount (+/-): _____
 Other Party: DFC Inc.dba Advanced Helicopter Services
 Project Title: Advanced Helicopter Services
 Project #: G11018400, G11018500 Bid/RFQ/RFP #: B221100114109
 City Council Approval: YES if YES, Council File ID#: 2022-01234

Contract Processing Contacts

Department: Police Project Manager: Brenda Perez, Analyst
 Contract Coordinator: Tammy Jones Email: TDJONES@PD.CITYOFSACRAMENTO.ORG

Department Review and Routing

Accounting:	<u><i>alina warrick</i></u> <small>alina warrick (Jun 29, 2022 14:24 PDT)</small>	<u>Jun 29, 2022</u>
	(Signature)	(Date)
Supervisor:	<u><i>Brenda Delgadillo</i></u>	<u>Jun 29, 2022</u>
	(Signature)	(Date)
Division Manager:	_____	_____
	(Signature)	(Date)
Other:	<u><i>Natalie Weaver</i></u>	<u>Jun 29, 2022</u>
	(Signature)	(Date)

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)

Recording Requested

Other Party Signature Required

GAU File #22-075

-----FOR CLERK & IT DEPARTMENTS ONLY - DO NOT WRITE BELOW THIS LINE-----

CONTRACT #:
CONTRACT NAME: Advanced Helicopter Services
CONTRACT PROJECT #: 07/1/22-6/30/27
DEPARTMENT: Sacramento Police Department
DIVISION: Metro – Air Operations

CITY OF SACRAMENTO

NONPROFESSIONAL SERVICES AGREEMENT

THIS CONTRACT is made at Sacramento, California, by and between the **CITY OF SACRAMENTO**, a charter city and municipal corporation (“CITY”), and

DFC, INC dba Advanced Helicopter
17986 County Road 94B, Woodland, CA 95695
530-669-7115 x224

(“Contractor”), as of the Effective Date, as defined below.

The City and Contractor agree as follows:

1. **Effective Date.** This Contract shall be effective beginning the date it is fully executed by the duly authorized parties.
2. **Contract Documents.** This Contract includes each of the following documents, which are attached or incorporated by this reference (referred to collectively as the “Contract Documents”):

Invitation to Bid, Request for Qualifications, or Request for Proposals, and any Addenda
Exhibit A – Scope of Work
Exhibit B – Payment
Exhibit C – Insurance
Exhibit D – General Conditions
Purchase Orders

If there is a conflict between the terms and conditions of any document prepared or provided by the Contractor and made a part of this Contract and the other terms or conditions of the Contract, the other terms and conditions of the Contract control.

3. **Services.** Subject to the terms and conditions set forth in this Contract, Contractor shall provide to City the non-professional services described in Exhibit A (“Services”).

Contractor will not be compensated for non-professional services outside the scope of Exhibit A (“Additional Services”) unless, before providing Additional Services: (a) Contractor notifies City and City agrees that the Additional Services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these Additional Services; and (c) City, after notice, approves in writing a Supplemental Contract specifying the Additional Services and the amount of additional compensation to be paid Contractor.

City will have no obligations whatsoever under this Contract or any Supplemental Contract, unless and until this Contract or any Supplemental Contract is approved by the City as required by the Sacramento City Code. As used in this Contract, the term "Services" includes both Services and Additional Services as applicable.

4. **Payment.** City shall pay Contractor at the times and in the manner set forth in Exhibit B. Contractor shall submit all invoices to City in the manner specified in Exhibit B.
5. **Facilities and Equipment.** Except as set forth below, Contractor shall, at its sole cost and expense, furnish all facilities and equipment required for Contractor to perform this Contract. City shall furnish to Contractor only the facilities and equipment listed below, if any.

The SPD has an aircraft fleet of three helicopters and one fixed-wing airplane.
6. **Insurance.** Contractor shall, at its sole cost and expense, maintain the insurance coverage described in the attached Exhibit C.
7. **General Conditions.** Contractor shall comply with the terms and conditions set forth in the attached Exhibit D.
8. **Non-Discrimination in Employee Benefits.** This Contract may be subject to Sacramento City Code chapter 3.54, Non- Discrimination in Employee Benefits by City Contractors. A summary of the requirements, entitled "Requirements of the Non-Discrimination in Employee Benefits Code (Equal Benefits Ordinance)," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.54. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance.

Contractor's violation of Sacramento City Code chapter 3.54 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

9. **Living Wage.** This Contract may be subject to Sacramento City Code chapter 3.58, Living Wage. A summary of the requirements, entitled "Living Wage Requirements", can be viewed at: <https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>. The Living Wage Ordinance is applicable to certain contracts with the City in an amount of \$250,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is \$250,000 or more over a 12-month period. Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.58. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance.

Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.58 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.58.

Contractor's violation of Sacramento City Code chapter 3.58 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

In addition, for Services that constitute "Public Works" under California Labor Code Section 1720 et seq., if both prevailing wage and living wage requirements apply, Contractor shall pay the higher of the two rates.

10. **Considering Criminal Conviction Information in the Employment Application Process.** This Contract may be subject to the requirements of Sacramento City Code chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements, entitled "Ban-The-Box Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

The Ban-The-Box Requirements are applicable to certain contracts with the City in an amount of \$250,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is \$250,000 or more over a 12-month period.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.62. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.62 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.62.

Contractor's violation of Sacramento City Code chapter 3.62 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

11. **Local Business Enterprise Program.** The Local Business Enterprise Program Participation Requirements ("LBE Participation Requirements") are applicable to this Contract. A summary of the requirements, entitled "LBE Participation Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.60. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.60 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.60.

Contractor's violation of Sacramento City Code chapter 3.60 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

12. **Authority.** The person signing this Contract for Contractor represents and warrants that he or she has read, understands, and agrees to all the Contract terms and is fully authorized to sign this Contract on behalf of the Contractor and to bind the Contractor to the performance of the Contract's obligations.

[Signatures Page Following Exhibits]

EXHIBIT A

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Brenda Perez
300 Richards Blvd, 2nd floor
Sacramento, CA 95811
(916)808-2458, bperez@pd.cityofsacramento.org

The CONTRACTOR Representative for this Agreement is:

Dy Juarez/Lead Accounting Specialist
17986 County Road 94B, Woodland, CA 95695
530-669-7115 x224, djuarez@advheli.com

Unless otherwise provided in this Contract, all Contractor questions and correspondence pertaining to this Contract must be addressed to the City Representative. All City questions and correspondence must be addressed to the Contractor Representative.

- 2. Scope of Services.** Contractor shall provide Services to City as set forth in Attachment 1 to this Exhibit A.
- 3. Time of Performance.** The Services described in this Contract shall be provided for five (5) years, July 1, 2022 through June 30, 2027. Contractor shall provide the Services in accordance with any schedule in Attachment 1 to this Exhibit A. Contractor shall immediately notify the City if Contractor is unable to perform Services in compliance with this Contract.

EXHIBIT B**PAYMENT**

1. **Contractor's Compensation.** The total of all fees paid to the Contractor for the provision of Services as set forth in Exhibit A, including any authorized reimbursable expenses, shall not exceed the total sum of \$ 2,300,000 . The payments specified in this Exhibit B shall be the only payments made to Contractor unless the City approves a Supplemental Contract.
2. **Pricing.** Contractor shall be paid as set forth in Exhibit A or Attachment 1 to this Exhibit B and any applicable special provisions included in the request for bids or proposals. If there is a conflict between Exhibit A or Exhibit B and the Special Provisions, Exhibit A or Exhibit B controls.
3. **Contractor's Reimbursable Expenses.** "Reimbursable Expenses" are limited to actual expenditures of Contractor for expenses that are necessary for the proper satisfaction of the Contract and are only payable if specifically authorized in advance in writing by the City.
4. **Miscellaneous Charges.** No additional charges will be allowed unless specified in the Contract, including charges for transportation, fuel, containers, packing, or disposal.
5. **Payments to Contractor.** Contractor is responsible for supplying all documentation necessary to verify invoices to the City's satisfaction.
 - A. Payment terms are NET 30 days, unless the Contractor offers a prompt payment discount that was accepted by the City or as otherwise stated in this Contract. Any prompt payment discounts will be computed from the date of acceptance by the City, or from the date an invoice is received, whichever occurs later.
 - B. Invoices must be submitted to either of the addresses specified below.
 - (1) Email. Submit email invoices and any attachments to:
apinvoices@cityofsacramento.org
 - (2) Postal Mail. If emailing is not an option, mail to:
A/P Processing Center
City of Sacramento
915 I Street, Floor 4
Sacramento, CA 95814-2608
 - C. All invoices submitted by CONTRACTOR must contain the following information:
 - (1) Job/Project Name
 - (2) CITY's current Purchase Order Number
 - (3) Contractor's Invoice Number
 - (4) Date of Invoice Issuance
 - (5) Work Order Number (if applicable)
 - (6) CITY representative identified on the Purchase Order
 - (7) Contractor's remit address

- (8) Itemized description of items billed under Invoice
- (9) Itemized description of all authorized Reimbursable Expenses
- (10) Itemized description of all applicable taxes (sales, use, excise, etc.)
- (11) Amount of Invoice (itemize all authorized Reimbursable Expenses)
- (12) Total Billed to Date under Contract (if applicable)

D. Items must be separated into Goods, Services, and Reimbursable Expenses. All applicable sales, use, excise, or similar taxes, including federal excise tax, must be itemized separately on the invoice. Invoices that do not conform to the format outlined above will be returned to Contractor for correction. City is not responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above.

E. For Goods only, a bill of lading number and weight of shipment will be shown for shipments on the Government Bill of Lading.

F. Unless otherwise specified in this Contract, partial payments will not be made by the City and payment will not be due until the completion of the Goods order. No payment precludes the City's right to inspect. Requests for payment status should be addressed to the City Representative for this Contract.

6. **Additional Services.** Additional Services shall be provided only when a Supplemental Contract authorizing the Additional Services is approved in writing by the City in accordance with the City's contract amendment procedures. The City reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform the Additional Services.

7. **Accounting Records of Contractor.** During performance of this Contract and for a period of three years after completion of performance, Contractor shall maintain all accounting and financial records related to this Contract, in accordance with generally accepted accounting practices, including records of Contractor's costs for performance under this Contract and records of Contractor's Reimbursable Expenses. Contractor shall keep and make records available for inspection and audit by representatives of the City upon reasonable written notice.

8. **Tax Payments.** Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide CITY with proof of the payment upon request. Contractor hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of Contractor's breach of this section.

9. **Public Works Requirements.** *[To be completed by the City Representative:]*

The services provided under this Contract include ***[check one if applicable]:***

_____ Construction work in an amount exceeding \$25,000;

- _____ Land Surveying, material testing, or inspection services provided for a City construction project during the design, pre-construction, construction, or post-construction phases of the project; or
- _____ Alteration, demolition, repair, or maintenance work in an amount exceeding \$15,000.

If any of the lines is checked above, this Contract includes "Public Work" under the California Labor Code and is subject to the following requirements:

- A. **Payment of Prevailing Wages:** Contractor and any subcontractor(s) performing any Public Work shall comply with the provisions of Sacramento City Code section 3.60.180 and applicable provisions of the California Labor Code, which require, among other things, that Contractor and all subcontractors pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations ("DIR") in accordance with California Labor Code section 1773. Contractor and every subcontractor shall maintain payroll records and submit certified payrolls and other labor compliance documentation electronically when and as required by CITY. In addition, Labor Code Section 1771.4 requires the Contractor and any subcontractor performing any Public Work to furnish electronic payroll records directly to the Labor Commissioner. Contractor shall include these requirements in every subcontract.

This Agreement is subject to compliance monitoring and enforcement by the DIR, as specified in California Labor Code section 1771.4. The Contractor and any subcontractor will be subject to withholding and penalties for violation of prevailing wage requirements in accordance with applicable law, including Labor Code Sections 1726, 1741, 1771.5, and 1775, and City Code Section 3.60.180. Questions regarding the City's Labor Compliance Program should be directed to the City Representative.

- B. **DIR Registration:** California Labor Code Section 1725.5 requires the Contractor and all subcontractors performing Public Works services to be currently registered with the DIR, as specified in California Labor Code Section 1725.5. California Labor Code Section 1771.1 provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the California Public Contract Code), or engage in the performance of any contract for Public Work, unless currently registered and qualified to perform Public Work in accordance with California Labor Code Section 1725.5.

Further information can be found on DIR's website at <http://www.dir.ca.gov/Public-Works/Contractors.html>. The above summary is provided solely for informational purposes and does not in any way affect the Contractor's and subcontractors' obligation to comply in all respects with all other applicable laws and regulations. The Contractor shall disseminate these provisions to all subcontractors.

Before the performance of work by Contractor or any subcontractor(s) under this Contract, Contractor shall furnish Contractor's and any subcontractors' current DIR registration number(s). The Contractor's current DIR registration number and the

current DIR registration number of all subcontractors will be listed on the Subcontractor and LBE Participation Verification Form, incorporated herein.

- C. Workers' Compensation Certification. In accordance with California Labor Code Section 1861, by signing this Contract, Contractor acknowledges and represents that Contractor is aware of the provisions of section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with the provisions of the Labor Code before commencing performance under this Contract.
- D. Apprentices. If this Contract is for the performance of any Public Work, and the amount of the Contract is \$30,000 or more, the Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.190, Section 1777.5 et seq. of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractors performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code Section 1777.7.
- E. Working Hours. If this Contract is for the performance of any Public Work, Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.180 and California Labor Code Section 1810 et seq., governing the working hours of employees performing Public Work.
- F. Failure to Comply with Labor Compliance. If all applicable labor compliance requirements are not met, the City will have the right to withhold or reject a payment request and/or invoice, in whole or in part, without in any way relieving Contractor or its subcontractors of any obligations under this Contract.
- G. Subcontractors. The Contractor shall include these provisions A through F in every subcontract or sub-agreement for any subcontractors performing work under this Contract.

EXHIBIT C

INSURANCE

1. **Insurance Requirements.** During the entire term of this Contract, Contractor shall maintain the insurance coverage described in the Insurance Terms below. Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified under this Contract. No additional compensation will be provided for Contractor's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

Contractor's liability to the City is not in any way limited to or affected by the amount of insurance coverage required or carried by the Contractor in connection with this Contract.

2. **General Liability Minimum Scope and Limits of Insurance Coverage.** Commercial General Liability Insurance is required providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of the Contractor and subcontractors, products and completed operations of Contractor and subcontractors, and premises owned, leased, or used by Contractor and subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of Contractor and subcontractors; products and completed operations of Contractor and subcontractors; and premises owned, leased, or used by Contractor and subcontractors.

3. **Automobile Liability Minimum Scope and Limits of Insurance Coverage.** *(Check the applicable provision.)*

Automobile Liability Insurance is required providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

No automobile liability insurance is required, and by signing this Contract, Contractor certifies as follows:

"Contractor certifies that a motor vehicle will not be used in the performance of any work or services under this agreement. If, however, Contractor does transport items under this Contract, or this Contract is amended to require any employees of Contractor to use a

vehicle to perform services under the Contract, Contractor understands that it must maintain and provide evidence of Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor."

4. **Excess Insurance.** The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage, provided that any umbrella or excess insurance contains, or is endorsed to contain, a provision that it will apply on a primary basis for the benefit of the City, and any insurance or self-insurance maintained by City, its officials, employees, or volunteers will be in excess of Contractor's umbrella or excess coverage and will not contribute to it.
5. **Workers' Compensation Minimum Scope and Limits of Insurance Coverage.** *(Check the applicable provision.)*

Workers' Compensation Insurance is required with statutory limits and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the City.

No work or services will be performed on or at CITY facilities or CITY Property, therefore a Workers' Compensation waiver of subrogation in favor of the CITY is not required.

No Workers' Compensation insurance is required, and by signing this Contract, Contractor certifies as follows:

"Contractor certifies that its business has no employees, and that it does not employ anyone, and is therefore exempt from the legal requirements to provide Workers' Compensation insurance. If, however, Contractor hires any employee during the term of this Contract, Contractor understands that Workers' Compensation with statutory limits and Employer's Liability Insurance with a limit of not less than one million dollars (\$1,000,000) is required. The Workers' Compensation policy will include a waiver of subrogation in favor of the City."

6. **Other Insurance Provisions.** The policies must contain, or be endorsed to contain, the following provisions:
- A. Contractor's insurance coverage, including excess insurance, shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers will be in excess of Contractor's insurance and will not contribute with it.
 - B. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officials, employees or volunteers.
 - C. Coverage shall state that Contractor's insurance applies separately to each insured

against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

D. Contractor shall provide the City with 30 days written notice of cancellation or material change in the policy language or terms.

7. **Acceptability of Insurance.** Insurance must be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Exhibit C must be declared to and approved by the City in writing before execution of this Contract.

8. **Verification of Coverage.**

A. Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. Certificates of insurance must be signed by an authorized representative of the insurance carrier. Copies of policies shall be delivered to the City Representative on demand.

B. Contractor shall send all insurance certificates and endorsements, including policy renewals, during the term of this Contract directly to:

City of Sacramento
c/o Exigis LLC
PO Box 947
Murrieta, CA 92564

C. Certificate Holder must be listed as:

City of Sacramento
c/o Exigis LLC
PO Box 947
Murrieta, CA 92564

D. The City may withdraw its offer of Contract or cancel this Contract if the certificates of insurance and endorsements required have not been provided before execution of this Contract. The City may withhold payments to Contractor and/or cancel the Contract if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.

9. **Subcontractor Insurance Coverage.** Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in this Exhibit C.

EXHIBIT D

GENERAL CONDITIONS

1. Independent Contractor.

- A. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel will be entitled to any benefits payable to CITY employees. CITY is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Contract, and Contractor will be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of Contractor's employees or by any third party, including any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Contract or by reason of the nature and/or performance under this Contract.
- B. It is further understood and agreed by the parties that Contractor, in the performance of its obligations, is subject to the City's control and direction as to the designation of tasks to be performed and the results to be accomplished under this Contract, but not as to the means, methods, or sequence used by Contractor for accomplishing the results. To the extent that Contractor obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Contract, this use will be at the Contractor's sole discretion based on the Contractor's determination that the use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Contract, the CITY does not require that Contractor use CITY facilities, equipment or support services or work in CITY locations in the performance of this Contract. As used in this Contract, "sole discretion" or "sole judgment" means that the party authorized to exercise its discretion or judgment may do so based on an unfettered assessment of its own interests, without considering how its decision affects the other party, and unconstrained by the implied covenant of good faith and fair dealing.
- C. If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under the direction, supervision, and control of Contractor. Except as otherwise provided in this Contract, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor will issue W-2 or 1099 Forms for income and employment tax purposes for all Contractor's assigned personnel and subcontractors.
- D. The provisions of this section will survive any expiration or termination of this Contract. Nothing in this Contract creates an exclusive relationship between CITY and Contractor. Contractor may represent, perform services for, or be employed by any additional persons or companies so long as Contractor does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** Contractor represents and warrants that Contractor has, and shall maintain at all times during the term of this Contract at its sole cost and expense, all licenses, permits, qualifications, and approvals of any nature that are legally required for Contractor to practice its profession or fulfill the terms of this Contract, including a City Business Operations Tax Certificate and any required certification issued by the California Secretary of State.
3. **Time.** Time is off the essence in the performance of this Contract. Contractor shall devote the necessary time and effort to its performance under this Contract. Neither party will be considered in default of this Contract, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **Contractor Not Agent.** Except as City may specify in writing, Contractor and Contractor's personnel have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor and Contractor's personnel shall have no authority, express or implied, to bind City to any obligations whatsoever.
5. **Conflicts of Interest.** Contractor covenants that neither it, nor any officer or principal of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the City's interests or that would in any way hinder Contractor's performance under this Contract. Contractor further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor, without the City's written consent.

Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the City's interests during the performance of this Contract. If Contractor is or employs a former officer or employee of the City, Contractor and any former City officer or employee shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any City department, board, commission, or committee.

6. **Hazardous Substances.** "Hazardous Substances" means any substance, material, waste, or other pollutant or contaminant that is or becomes designated, classified, or regulated as hazardous or toxic under any law, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted. If Contractor is shipping Hazardous Substances, Contractor must supply a Safety Data Sheet ("SDS") with the first shipment of Hazardous Substances to each City location receiving the Hazardous Substances. If the content of an SDS is revised, Contractor must provide a revised SDS to each City location receiving Hazardous Substances.
7. **Confidentiality of City Information.** During performance of this Contract, Contractor may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City.

Contractor agrees to protect all City Information and treat it as strictly confidential, and further agrees that Contractor shall not at any time, either directly or indirectly, divulge, disclose or

communicate in any manner any City Information to any third party without the City's prior written consent.

In addition, Contractor must comply with all City policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by Contractor of this section is a material violation of this Contract and shall justify legal and equitable relief.

8. Contractor Information.

- A. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Contractor under this Contract. In this Contract, the term "information" means and includes: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Contractor shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.
- B. Contractor shall fully defend, indemnify and hold harmless City, its officers and employees, and each of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Contractor under this Contract infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Contractor not later than ten days after City is served with any such claim, action, lawsuit or other proceeding. However, City's failure to provide notice within the ten-day period does not relieve Contractor of its obligations hereunder, which survive any termination or expiration of this Contract.
- C. All proprietary and other information received from Contractor by City, whether received in connection with Contractor's proposal to City or in connection with Contractor's performance, will be disclosed upon receipt of a request for disclosure, in accordance with the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Contractor of any request for the disclosure of such information. The Contractor will then have five days from the date it receives notice to petition the court for a protective order to prevent the disclosure of the information. The Contractor shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by Contractor to respond to the notice provided by City and seek a protective order, in accordance with the provisions of subsection C, above, constitutes a complete waiver by Contractor of any rights regarding the information designated "trade secret" by Contractor, and the information will be disclosed by City in accordance with the Public Records Act.

9. **Notification of Material Changes in Business.** Contractor agrees that if it experiences any material changes in its business, including a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, name change, or loss of key personnel, it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition that may jeopardize the scheduled delivery or fulfillment of Contractor's obligations to the City under this Contract.
10. **Standard of Performance.** Contractor shall perform in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California and in compliance with all requirements of this Contract. All products that Contractor delivers to City under this Contract must be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession.
- Contractor shall assign only competent personnel to perform on its behalf under this Contract. Contractor must notify the City in writing of any changes in Contractor's staff assigned to perform under this Contract, before any performance by the new staff member. If the City, in its sole discretion, determines that any person assigned by the Contractor to perform under this Contract is not performing in accordance with the standards required herein, City shall provide notice to Contractor. Contractor shall immediately remove the assigned person upon receipt of the notice.
11. **Performance or Different Terms and Conditions.** The City's subsequent performance will not be construed as either acceptance of additional or different terms and conditions or a counteroffer by the Contractor, nor will the City's subsequent performance be viewed as acceptance of any provision of the Uniform Commercial Code, as adopted by any State, that is contrary to the terms and conditions contained herein. Contractor's performance shall conform to the applicable requirements of the Sacramento City Charter, Sacramento City Code, and all applicable State and Federal laws, and all the requirements of this Contract. The California Commercial Code will apply except as otherwise provided in the Contract.
12. **Emergency/Declared Disaster Requirements.** If an emergency is declared by the City Manager, or if any portion of the City is declared a disaster area by the county, state or federal government, this Contract may be subjected to increased usage. The Contractor shall serve the City during a declared emergency or disaster, subject to the same terms and conditions that apply during non-emergency / non-disaster conditions. The pricing set forth in this Contract will apply, without mark-up, regardless of the circumstances. If the Contractor is unable to fulfill the terms of the Contract because of a disruption in its chain of supply or service, then the Contractor shall provide proof of the disruption. Acceptable forms of proof will include a letter or notice from the Contractor's source stating the reason for the disruption
13. **Term; Suspension; Termination.**
- A. This Contract is effective on the Effective Date and continues in effect until both parties have fully performed their respective obligations under this Contract, unless sooner terminated as provided herein.
 - B. City shall have the right at any time to suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. Upon receipt of

such notice, Contractor shall immediately suspend its activities under this Contract, as specified in the notice.

C. The City shall have the right to terminate this Contract at any time by giving a written notice of termination to Contractor. Upon receipt of such notice, Contractor shall immediately cease performance under this Contract as specified in the notice. If the City terminates this Contract:

- (1) Contractor shall, not later than five days after receipt of the notice, deliver all information prepared under this Contract to the City.
- (2) The City shall pay Contractor the reasonable value of Goods or Services provided by Contractor before termination; provided, however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the Contract not been terminated or had Contractor completed performance required by this Contract. Contractor shall furnish to the City any financial information requested by the City to determine the reasonable value of the Goods or Services provided by Contractor. The foregoing is cumulative and does not affect any right or remedy that City may have in law or equity.

14. Default by Contractor. In case of default by the Contractor, the City reserves the right to procure the Goods or Services from other sources and deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in this Contract and the actual cost to the City to procure from an alternate source. Prices paid by the City will be considered the prevailing market price at the time such purchase is made.

15. Guarantee and Warranty. Contractor assumes design responsibility and warrants the articles to be free from design defect and suitable for the purposes intended by City. If it is determined by the City that the Goods and Services do not meet the minimum requirements of this Contract, the Contractor shall correct the same at Contractor's sole expense.

- A. The Contractor agrees that the Goods and Services furnished under this Contract will be covered by the industry standard or better warranty.
- B. Contractor further warrants that the Goods and Services furnished under this Contract will be covered by the most favorable commercial warranties the Contractor gives to any customer for the Goods and Services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City at law or equity, or by any other clause of this Contract.
- C. Any additional warranties provided by law, including the warranty of merchantability and warranty of fitness for a particular purpose will remain in full force and effect and inure to the City's benefit. City reserves all rights and remedies provided by law for breach of any applicable warranty related to the Goods and Services.
- D. City's inspections, approval, acceptance, or payment for all or part of any Goods and

Services will in no way affect City's warranty rights.

16. Indemnity.

- A. Indemnity: Contractor shall defend, hold harmless, and indemnify City, its officers, and employees, and each and every one of them, from and against all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, and expenses of every type and description, whether arising on or off the site of the work or services performed under this Contract, including any fees and costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including Liabilities for personal injury or death, damage to personal, real, or intellectual property, damage to the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Contract by Contractor, any subcontractor (including lower-tier subcontractors) or agent of Contractor, their respective officers and employees, and anyone else for whose acts of omissions any of them may be liable, whether or not the Liabilities (i) are caused in part by a party indemnified hereunder, or (ii) are litigated, settled, or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense, to the extent arising from the active negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, except when such agents, servants, or independent contractors are under the supervision and control of Contractor or any subcontractor (including lower-tier subcontractors) or agent of Contractor.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by City of any of the insurance policies or coverages described in this Contract will not affect or limit any of City's rights under this Section, nor will the limits of any insurance limit the liability of Contractor hereunder. This Section will not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of section 8.B., above.
- C. Survival. The provisions of this section will survive any expiration or termination of this Contract.

17. Funding Availability.

- A. This Contract is subject to the budget and fiscal provisions of the Charter and the Sacramento City Code.
- B. The City's payment obligation under this Contract will not exceed the amount of funds appropriated and approved for this Contract by the Sacramento City Council.
- C. This Section shall govern over any other contrary provision of the Contract.

18. Equal Employment Opportunity. During the performance of this Contract, Contractor, for itself,

its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: Contractor shall comply with all state, local, and federal anti-discrimination laws and regulations, including the Executive Order 11246 entitled "Equal Opportunity in Federal Employment," as amended by Executive Order 11375, 12086, and 13672, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), referred to collectively as the "Regulations."
- B. Nondiscrimination: Contractor, with regards to the work performed by it after award and before completion of the work under this Contract, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by Contractor for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligation under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: Contractor shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City to be pertinent to ascertain compliance with the Regulations, orders and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the City, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by Contractor with the nondiscrimination provisions of this Contract, the City shall impose any sanctions it determines are appropriate including:
- (1) Withholding of payments to Contractor under this Contract until Contractor complies;
 - (2) Cancellation, termination, or suspension of this Contract, in whole or in part.
- F. Incorporation of Provisions: Contractor shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. The City may direct Contractor to take specific actions to enforce these provisions, including sanctions for noncompliance; provided, however, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request that the City join such litigation to protect the City's interests.

19. **Entire Agreement.** This Contract, including all Exhibits and documents referenced herein, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had before the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Sacramento City Code.
20. **Modification of Contract.** The Contractor shall take no direction from any City employee that changes the executed terms and conditions of the Contract, including Exhibit A, or any change that impacts the cost, price, or schedule, before receiving a written, signed modification to the Contract.
21. **Severability.** If a court with jurisdiction rules that any portion of this Contract or its application to any person or circumstance is invalid or unenforceable, the remainder of this Contract will not be affected thereby and will remain valid and enforceable as written, to the greatest extent permitted by law.
22. **Waiver.** Neither the City's acceptance of, or payment for, any Goods or Services, nor any waiver by either party of any default, breach or condition precedent, will be construed as a waiver of any provision of this Contract, nor as a waiver of any other default, breach or condition precedent or any other right hereunder. No waiver will be effective unless it is in writing and signed by the waiving party.
23. **Governing Law.** This Contract shall be governed, construed and enforced in accordance with the laws of the State of California, except that the rule of interpretation in California Civil Code section 1654 will not apply. Venue of any litigation arising out of this Contract will lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
24. **Assignment Prohibited.** The expertise and experience of Contractor are material considerations for this Contract. City has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on Contractor under this Agreement. In recognition of this interest, Contractor shall not assign any right or obligation pursuant to this Contract without the written consent of the City. Any attempted or purported assignment without City's written consent shall be void and of no effect.
25. **Binding Effect.** This Contract is binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 24, above.
26. **Compliance with Laws.** The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished under the Contract, including the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.

27. Debarment Certification

- A. Pursuant to 2 CFR, Part 200, and applicable Executive Orders, the City is restricted in its ability to contract with certain parties that are debarred, suspended, or otherwise excluded or ineligible for participating in Federal assistance programs or activities. By signing this Agreement, CONTRACTOR warrants and certifies under penalty of perjury under the laws of the State of California that Contractor, including any owner, partner, director, officer, or principal of the CONTRACTOR, or any person in a position with management responsibility or responsibility for the administration of federal funds:
- (1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;
 - (2) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, or other criminal felony;
 - (3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or
 - (4) Has not, within a three-year period preceding this certification, had one or more public contracts (federal, state, or local) or transactions terminated for cause or default.
 - (5) Has not been notified, within a three-year period preceding this certification, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied. Federal taxes are considered delinquent if the tax liability has been finally determined and the taxpayer is delinquent in making payment, as defined in Section 52.209-5 of the Federal Acquisition Regulations.
- B. CONTRACTOR further warrants and certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency. Any exceptions to the warranties and certifications in this Section must be disclosed to the City.
- C. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Contractor's responsibility. Disclosures must indicate to whom exceptions apply, the initiating agency, and dates of action.
- D. City will review the Federal Government's System for Award Management Exclusions maintained by the General Services Administration for eligibility, prior to the execution of this Agreement. The CONTRACTOR shall provide immediate written notice to the City if, at any time prior to execution, the CONTRACTOR learns this certification is erroneous or has become erroneous by reason of changed circumstances. If it is later determined that the Contractor's warranties and certification in this Section were erroneous, the City may terminate this Agreement for default.

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SCOPE OF SERVICE

1. **Time of Performance:** The services described herein shall be provided for five (5) years, from 7/01/2022 through 6/30/2027.
2. **Required Services:** Contractor shall perform any and all inspections, maintenance, and repairs recommended by the manufacturers of aircraft operated by SPD and any other inspections, maintenance, and repairs necessary to ensure the airworthiness of SPD aircraft and functionality of SPD equipment.
3. **License and Permits:** The Contractor shall furnish labor, materials, tools, licenses, and any applicable permits necessary to maintain two (2) Bell OH-58 helicopters, one (1) Bell 505 helicopter, and one (1) Cessna 172 owned and operated by the Sacramento Police Department (SPD). The licenses and permits shall be current and in effect at the time bids are submitted and for the entire term of the contract, to include renewal periods. The licenses and permits shall be available for inspection by the SPD upon request.
4. **FAA Certified Mechanics:** For inspections, maintenance, and repairs performed on SPD aircraft and related equipment, the Contractor shall only assign current Bell and Cessna Federal Aviation Administration (FAA) certified Airframe and Powerplant (A&P) mechanics. Related equipment includes, but is not limited to, avionics, camera, spotlight, PA, downlink, and items used on the aircraft to conduct police air operations missions. The Contractor shall possess and maintain (a) valid FAA approved repair station certificate(s), as prescribed in Part 145 of the Federal Aviation Regulations (FAR), necessary to conduct the level of maintenance required by the contract.
5. **Primary Mechanic:** The Contractor shall assign a primary mechanic who is responsible for the oversight and performance of inspections, maintenance, and repairs of SPD aircraft and equipment. The primary mechanic shall be available by telephone for consultations and guidance regarding maintenance issues within two (2) hours of initiated contact by SPD. The primary mechanic shall have attended the appropriate manufacturer's airframe and engine field maintenance course(s) specific to the SPD aircraft. If the primary mechanic has not attended such (a) course(s), he/she must begin this training within sixty (60) days after notification of contract award or at the next scheduled class, whichever comes first. Upon completion of the training, the Contractor shall provide a copy of the certificate(s) to SPD. In the event the primary mechanic is unavailable for requested work by SPD, a replacement mechanic may perform the work with pre-approval by SPD.
6. **Bennett Mechanical Comprehension Test (BMCT):** Within six (6) months after notification of contract award, the Contractor shall submit all scores from the BMCT for all mechanics assigned to perform inspections, maintenance, and repairs on SPD aircraft and equipment. SPD shall reserve the right to refuse assignment of a mechanic to work on SPD aircraft and equipment based on BMCT scores. Substitutions for the BMCT will be considered on a case-

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by-case basis, however, it is the Contractor's responsibility to provide all test scores and industry-recognized criteria for aviation maintenance technician score requirements for alternate mechanical aptitude tests.

7. **Mechanic Qualifications:** Contractor shall submit resumes for all mechanics that will be performing maintenance, inspections and repairs on SPD aircraft within sixty (60) days after notification of contract award. This requirement includes mobile mechanic(s) and mechanics working out of the Contractor's maintenance facility. The resumes shall include work experience, schools/courses attended, copies of current certificates, manufacturer's courses attended, and FAA ratings held. The Contractor shall notify SPD in writing/email of any failures of performance requirements or safety violations of any mechanic who performs Inspections, maintenance, and repairs on SPD aircraft. SPD reserves the right to refuse the service of any mechanics at any time. SPD will allow the Contractor up to sixty (60) days to identify and retain a suitable replacement mechanic consistent with the requirements set forth in Section 4 above.
8. **Primary Mechanic Replacement:** Should it be necessary during the term of the contract; SPD reserves the right to request a replacement primary mechanic for any/all future inspections, maintenance, or repairs of SPD aircraft and equipment. SPD will allow the Contractor up to sixty (60) days to identify and retain a suitable replacement mechanic consistent with the requirements set forth in Section 4 above.
9. **Additional Mechanics:** When deemed necessary by SPD, Contractor shall provide additional mechanics to assist with required aircraft inspections, maintenance, and repairs. The additional mechanics shall meet the requirements listed herein. For the performance of scheduled inspections, maintenance, and repairs, SPD shall request that Contractor dispatch additional mechanics upon forty-eight (48) hours' notice. For the performance of unscheduled inspections, maintenance, and repairs, Contractor shall honor a request from SPD to dispatch additional mechanics within twenty-four (24) hours of the request. The Contractor shall provide additional qualified mechanics on the date(s) desired by SPD.
10. **Avionics:** Mechanics are expected to be able to remove and reinstall radios, computer, cables, antennas, and various electronic/electrical components which may need to be sent to appropriate service centers for repairs. Avionics related discrepancies that are beyond the capabilities of the Contractor shall be subcontracted to an appropriate repair facility as agreed upon in advance by SPD. A written estimate of subcontractor services and costs shall be provided and agreed to in advance.
11. **List Component:** The Contractor shall be required to maintain a status list of all finite components and their times. The Contractor shall notify SPD when a part is within 300 hours of replacement.
12. **Contractor Facility:** The Contractor's primary/designated maintenance facility must be located within fifty (50) nautical miles of McClellan Park, CA 95652 and must be an FAA Certified Repair Station.
13. **Transport Capability:** The Contractor shall be capable of trailering and transporting SPD aircraft from a designated SPD facility to its maintenance facility. Contractor shall bear the burden of loss/damage/risk for any aircraft, parts, and equipment in its possession for

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transport, either by the Contractor or by a common carrier. Contractor shall provide insurance up to the amount of the manufacturer's list price for all aircraft, parts, and equipment, including, but not limited to, all engines and engine components. Auto liability and in-transit-insurance coverage that covers the cost of the aircraft, parts, and equipment shall be required. The Contractor shall provide proof of such insurance to SPD upon execution of the contract.

- 14. Aircraft Inspections:** Unless the Contractor provides a specific reason for its inability to conduct inspections at the SPD facility, the Contractor shall perform 25-hour inspections for Bell OH58 and 50-hour inspections for Bell 505 helicopters at the designated SPD facility. All additional helicopter manufacturer-recommended inspections, and all Cessna inspections, may be performed at the Contractor's facility.

All recommended manufacturer inspections performed at the Contractor's facility shall be conducted in a timely manner unless documented hardships exist and are communicated with, and agreed upon, by SPD. Inspection, maintenance, and repair delivery time estimates shall be communicated with the SPD Air Operations representative at the start of the work order. At a minimum, the following inspections are required:

Bell Helicopter 505:

50 Hour
100 Hour
200 Hour
300 Hour
400 Hour
500 Hour
600 Hour
1200 Hour
1500 Hour
3000 Hour

Bell Helicopter OH58:

25 Hour
100 Hour
300 Hour

Cessna 172:

50 Hour
100 Hour
Annual Inspection

- 15. Unscheduled Repairs:** For all inspections, maintenance, and repairs, other than scheduled inspections, the Contractor shall provide a written estimate of the time, and costs of labor and parts, required to complete the SPD request. Prior to starting such inspections, maintenance, and/or repairs, the Contractor shall obtain written approval from the SPD air operations

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supervisor. No work shall be started, or parts supplied, in excess of, or different from, the original written estimate without separate, prior approval of the SPD Air Operations supervisor. Use of over-time labor rates must be approved in advance by the SPD Air Operations supervisor.

16. **Defective Parts/Repair & Replacement of Airframe & Engine Components:** While performing any job under the contract, Contractor shall; 1) perform all repairs necessary to allow each component to perform in accordance with Manufacturer's specifications; and 2) replace all parts which are defective or which, according to the manufacturer's specifications or recommendations, should be replaced at the time Contractor is performing the work.
17. **Work Order:** The Contractor shall provide a copy of the work order along with the component, for any component that is overhauled by or through Contractor.
18. **Maintenance Schedule:** The Contractor shall use an appropriate maintenance schedule. When conducting aircraft inspections, maintenance, and repairs, the mechanic shall perform the inspections, maintenance, and repairs utilizing the appropriate manufacturer's checklist and/or a checklist agreed upon in advance by SPD. After completion of the inspections, maintenance, and/or repairs, the mechanic shall provide the checklist(s) to the SPD pilot receiving the aircraft for review prior to any operation of the aircraft. A copy of the checklist shall be given to SPD for retention. The checklist shall verify that each procedure has been accomplished. The checklist shall include a space for initialing by the mechanic completing the service procedure item and pilot receiving the aircraft.
19. **Aircraft Maintenance Records:** Airframe, engine, component, and avionics logbooks, if applicable, shall be maintained for each aircraft. Entries shall be made by the primary mechanic performing the maintenance or designee, and will be in accordance with, FAR 43.11 (Content, form, and disposition of records for inspections under Part 91). Logbook entries and the appropriate electronic maintenance tracking system entries shall be completed immediately upon completion of maintenance being performed and prior to the aircraft being returned to service.

Entries shall be made:
 - (a) Upon completion of inspections, repairs, or maintenance;
 - (b) Upon compliance with an FAA or manufacturer's maintenance directive;
 - (c) Upon compliance with manufacturer's Service Bulletins or Service Letters; and
 - (d) After a post-maintenance flight and return to service per FAR 91.407(b). This entry shall be made in conjunction with the SPD pilot performing the return -to service-flight.
20. **Protection of SPD Aircraft, Parts, and Equipment:** Contractor shall be responsible for the security of SPD aircraft, parts, and equipment while in its possession and will be fully liable for any loss of, or damage to, the aircraft, parts and equipment. Contractor shall maintain a secure hangar for storing SPD aircraft, parts and equipment not accessible to the public, with a burglar and fire alarm system installed, which is limited to a central reporting station. The Contractor shall provide for safe and secure storage of all SPD parts including, but not limited to, engines, main rotor blades, and main rotor heads. Contractor recognizes that engine, engine components and air frame components may be stored for several months prior to installation. The Contractor shall keep a log of all SPD-owned parts in its possession and

BID NO. B221100114109 :

provide it upon request to SPD until the agreement expires. Contractor shall maintain a "Garage Keeper Insurance Policy" or similar policy which covers the replacement cost of all SPD aircraft, parts, and equipment when stored at the Contractor's facility. The Contractor shall provide proof of such insurance to SPD upon execution of the contract.

21. **Responsibility for Damage or Loss:** Costs of repairing or replacing SPD aircraft due to any damage caused by the acts or omissions of Contractor, any subcontractor or agent of Contractor, their respective officers and employees, and anyone else for whose acts or omissions any of them may be liable, will be the sole responsibility of the Contractor.
22. **Tools:** It is the Contractor's responsibility to provide all necessary tools to repair and maintain SPD equipment. Should the SPD request the use of a tool or special equipment that is above and beyond what is required for routine maintenance, the Contractor shall provide a written cost estimate for the tools and obtain prior authorization from the SPD for the purchase. Contractor shall use only manufacturer's tools, if recommended or required by the manufacturer, for instance, to maintain warranty coverage. Tool use shall conform to any and all Bell and Cessna manufacturer guidelines and warranties.
23. **Tool Inventory:** Contractor shall have a formal tool inventory control system to ensure that all tools used during maintenance are removed from the aircraft and returned to their storage areas at the conclusion of the maintenance. Foam shadow boxing of all tools is recommended. If shadow boxing is not used, a tool inventory list of all tools used shall be required and provided to SPD for review during post-maintenance aircraft inspections and prior to operation of the aircraft.
24. **Formal Foreign Object Damage (FOD) Control Program:** Contractor shall have a formal FOD control program in place. At a minimum, the FOD control program shall ensure that tools, parts, and debris are not routinely placed on aircraft surfaces during maintenance actions other than as necessary to complete a specific task. Contractor must provide proof that Contractor has an FOD program in place within sixty (60) days from the award of the contract and will be subject to SPD approval.
25. **Aircraft Change:** The SPD may make changes to its current aircraft fleet by adding additional makes/models during the term of the contract as well as adding or replacing equipment. Contractor will be given a minimum of sixty (60) days notification of any new aircraft or equipment to ensure that Contractor's mechanics can meet the requirements specified in Section 4 above.
26. **Computerized Parts Inventory:** The Contractor shall maintain a computerized parts inventory of SPD parts during the entire term of this agreement and any subsequent extensions. The computerized parts inventory spreadsheet shall list all airframe and engine parts that are finite life items, and state the part number, component name, serial number, total time until overhaul/retirement, component time prior to overhaul/retirement, aircraft time when component/part installed, time on aircraft when part/component installed, overhaul part/component at aircraft total time, retire part/component at aircraft total time, hours remaining that part/component has left, estimated date when part/component needs to be replaced or overhauled, and the percentage of time the part/component has remaining.

BID NO. B221100114109

27. **Spare Parts Inventory:** The SPD maintains a limited spare parts inventory. When serviceable parts and/or supplies are furnished by the SPD, those items shall be utilized by the Contractor. The SPD will have the option to supply parts as needed. The Contractor is required to supply SPD with a list of parts, with a MSRP that exceeds \$100, necessary to perform routine maintenance.
28. **Safety Management System (SMS):** Contractor shall have a demonstrated commitment to Safety Management System (SMS) integration. A demonstrated commitment to SMS integration is defined as having, at a minimum, a stand-alone safety policy, company-wide training in SMS, and actively improving SMS integration. Contractor must provide proof of compliance within sixty (60) days of the award of the contract and will be subject to SPD approval.
29. **Mechanic Distraction Management:** Contractor shall have a formal policy on distraction management to reduce or eliminate distractions during the actual conduct of maintenance actions. This policy shall include, but not be limited to, cell phone management. Contractor must provide proof of compliance within sixty (60) days of award of the contract and will be subject to SPD approval.
30. **Ground and Flight Checks:** All ground and flight checks shall be completed by an SPD pilot per the Rotorcraft Flight Manual (RFM) after maintenance and prior to releasing the aircraft into service. Ground and flight checks shall be documented in the aircraft logbook, and/or an electronic maintenance tracking system. When there is a discrepancy between the maintenance manuals and the RFM as to the requirement of a ground or flight check, the most conservative action shall be followed (for example: the RFM requires a flight check after work on the flight controls, but the maintenance manual does not, a flight check shall be performed because the RFM calls for one).
31. **Manufacturer's Authorization:** Contractor warrants that the manufacturer authorizes Contractor to perform overhaul and maintenance services on the engines/components in the SPD fleet. Contractor shall allow only skilled mechanics, which have been trained and licensed to perform overhaul and maintenance services under the contract. Contractor shall observe the highest standard of diligence and care in the performance of its overhaul and maintenance responsibilities and shall meticulously follow the standards and procedures required by the manufacturer (including all service bulletins) for overhaul and maintenance service.

The Contractor further warrants that with respect to any components overhauled the following applies:

1. All parts/components shall be free of defects in title, material, and workmanship.
2. All parts/components meet or exceed the specifications and requirements of the manufacturer.
3. Engine components are new, or if authorized by SPD, reconditioned to original manufacturer's specifications.
4. All parts/components shall be free of any patent infringements, proprietary rights or copyrights.

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5. Contractor further warrants that all services and parts provided shall be in strict conformity with all applicable regulations from the FAA.

32. **Contractor:** Contractor shall have a representative available by phone/cell phone 24 hours a day, seven days a week, to ensure the response of an appropriate current Bell or Cessna FAA certified A&P mechanic to emergency field service requests within the Greater Sacramento Area. Contractor must arrive in the field within four (4) hours of SPD call.

PRICING SCHEDULE**Section A – Cessna (C172 *A C206 may be added to the SPD fleet during the contract period. Labor rates must reflect both models of aircraft.)**

<u>Line #</u>	<u>Description</u>	<u>Quantity</u>	<u>Hours</u>	<u>Hourly Rate</u>	<u>Extension</u>
1.	50 Hour Inspection	6	X <u>4</u> X	\$ <u>125</u>	= \$ <u>3,000</u>
2.	100 Hour Inspection	3	X <u>34</u> X	\$ <u>125</u>	= \$ <u>12,750</u>
3.	Annual Inspection	1	X <u>40</u> X	\$ <u>125</u>	= \$ <u>5,000</u>
4.	Hourly Shop Labor Rate	\$ <u>125</u>	X 300 Hours	=	\$ <u>37,500</u>
5.	OEM Parts Percent Discount	<u>0</u> % - 100%	X \$80,000	=	\$ <u>80,000</u>
	(Based on Manufacturer's Suggested Retail Price)				
6.	Round Trip Ferry from SPD Hangar Per Trip Cost	\$ <u>500</u>	X 11 Trips	=	\$ <u>5,500</u>
Lines 1 through 6 Subtotal Section A					\$ <u>143,750</u>

Section B - Bell Helicopters (OH58)

<u>Line #</u>	<u>Description</u>	<u>Quantity</u>	<u>Hours</u>	<u>Hourly Rate</u>	<u>Extension</u>
7.	25 Hour Inspection	16	X <u>4</u> X	\$ <u>125</u>	= \$ <u>8,000</u>
8.	100 Hour Inspection	9	X <u>16</u> X	\$ <u>125</u>	= \$ <u>18,000</u>
9.	300 Hour Inspection	3	X <u>50</u> X	\$ <u>125</u>	= \$ <u>18,750</u>
10.	Hourly Shop Labor Rate	\$ <u>125</u>	X 1500 Hours	=	\$ <u>187,500</u>
11.	OEM Parts Percent Discount	<u>3</u> % - 100%	X \$80,000	=	\$ <u>77,600</u>
	(Based on Manufacturer's Suggested Retail Price)				
12.	Round Trip Ferry Cost from SPD Hangar Per Trip Cost	\$ <u>500</u>	X 25 Trips	=	\$ <u>12,500</u>
Lines 7 through 12 Subtotal Section B					\$ <u>322,350</u>

BID NO. B221100114109

Section C - Bell Helicopter (505)

Line #	Description	Quantity	Hours		Hourly Rate	Extension
13.	50 Hour Inspection 12 X	<u>4</u>		X	\$ <u>125</u>	= \$ <u>6,000</u>
14.	100 Hour Inspection 3 X	<u>4</u>		X	\$ <u>125</u>	= \$ <u>1,500</u>
15.	150 Hour Inspection 3 X	<u>4</u>		X	\$ <u>125</u>	= \$ <u>1,500</u>
16.	200 Hour Inspection 3 X	<u>4</u>		X	\$ <u>125</u>	= \$ <u>1,500</u>
17.	300 Hour Inspection 2 X	<u>60</u>		X	\$ <u>125</u>	= \$ <u>15,000</u>
18.	400 Hour Inspection 2 X	<u>6</u>		X	\$ <u>125</u>	= \$ <u>1,500</u>
19.	500 Hour Inspection 2 X	<u>8</u>		X	\$ <u>125</u>	= \$ <u>2,000</u>
20.	600 Hour Inspection 1 X	<u>60</u>		X	\$ <u>125</u>	= \$ <u>7,500</u>
21.	1200 Hour Inspection 1 X	<u>8</u>		X	\$ <u>125</u>	= \$ <u>1,000</u>
22.	1500 Hour Inspection 1 X	<u>24</u>		X	\$ <u>125</u>	= \$ <u>3,000</u>
23.	3000 Hour Inspection 1 X	<u>150</u>		X	\$ <u>125</u>	= \$ <u>18,750</u>

24. Hourly Shop Labor Rate \$ 125 X 1500 Hours = \$ 187,500

25. OEM Parts Percent Discount 4 % - 100% X \$80,000 = \$ 76,400
(Based on Manufacturer's Suggested Retail Price)

26. Round Trip Ferry Cost from SPD Hangar Per Trip Cost \$ 500 X 25 Trips = \$ 12,500

Lines 13 through 26 Subtotal Section C \$ 336,050

ANNUAL GRAND TOTAL \$ 801,350
(Lines 1 through 26)

BID NO. B221100114109

1. Year 1 Hourly Labor Rate	OH58 \$ <u>125</u>	/505 \$ <u>125</u>	/Cessna \$ <u>125</u>
2. Year 2 Hourly Labor Rate	OH58 \$ <u>130</u>	/505 \$ <u>130</u>	/Cessna \$ <u>130</u>
3. Year 3 Hourly Labor Rate	OH58 \$ <u>130</u>	/505 \$ <u>130</u>	/Cessna \$ <u>130</u>
4. Year 4 Hourly Labor Rate	OH58 \$ <u>135</u>	/505 \$ <u>135</u>	/Cessna \$ <u>135</u>
5. Year 5 Hourly Labor Rate	OH58 \$ <u>135</u>	/505 \$ <u>135</u>	/Cessna \$ <u>135</u>

6. Year 1 OEM Parts Discount	<u>4</u>	%
7. Year 2 OEM Parts Discount	<u>4</u>	%
8. Year 3 OEM Parts Discount	<u>4</u>	%
9. Year 4 OEM Parts Discount	<u>4</u>	%
10. Year 5 OEM Parts Discount	<u>4</u>	%

11. Year 1 Round Trip Ferry Charges	\$ <u>500</u>
12. Year 2 Round Trip Ferry Charges	\$ <u>NO CHANGE</u>
13. Year 3 Round Trip Ferry Charges	\$ <u>NO CHANGE</u>
14. Year 4 Round Trip Ferry Charges	\$ <u>NO CHANGE</u>
15. Year 5 Round Trip Ferry Charges	\$ <u>NO CHANGE</u>

16. Year 1 OT Hourly Labor Rate	OH58 \$ <u>150</u>	/505 \$ <u>150</u>	/Cessna \$ <u>150</u>
17. Year 2 OT Hourly Labor Rate	OH58 \$ <u>150</u>	/505 \$ <u>150</u>	/Cessna \$ <u>150</u>
18. Year 3 OT Hourly Labor Rate	OH58 \$ <u>150</u>	/505 \$ <u>150</u>	/Cessna \$ <u>150</u>
19. Year 4 OT Hourly Labor Rate	OH58 \$ <u>150</u>	/505 \$ <u>150</u>	/Cessna \$ <u>150</u>
20. Year 5 OT Hourly Labor Rate	OH58 \$ <u>150</u>	/505 \$ <u>150</u>	/Cessna \$ <u>150</u>

21. Year 1 Sunday/Holiday Hourly Labor Rate	OH58 \$ <u>150</u>	/505 \$ <u>150</u>	/Cessna \$ <u>150</u>
22. Year 2 Sunday/Holiday Hourly Labor Rate	OH58 \$ <u>150</u>	/505 \$ <u>150</u>	/Cessna \$ <u>150</u>
23. Year 3 Sunday/Holiday Hourly Labor Rate	OH58 \$ <u>150</u>	/505 \$ <u>150</u>	/Cessna \$ <u>150</u>
24. Year 4 Sunday/Holiday Hourly Labor Rate	OH58 \$ <u>150</u>	/505 \$ <u>150</u>	/Cessna \$ <u>150</u>
25. Year 5 Sunday/Holiday Hourly Labor Rate	OH58 \$ <u>150</u>	/505 \$ <u>150</u>	/Cessna \$ <u>150</u>

**CERTIFICATE OF INSURANCE**

Certificate Holder: City of Sacramento, A/P Processing Center
915 I Street, FL4
Sacramento, CA 95814-2605

Named Insured: DFC, Inc. dba Advanced Helicopter Services; DFC, Inc. dba Cardan Aircraft
Painting; Cascade Airframe Repair, Inc. dba Cascade Helicopter Services and as
endorsed.
17986 County Road 94B
Woodland, CA 95695

Policy Period: From: 2/8/2022 To: 2/8/2023

Policy Number: Lead Policy # NAF6045765

Issuing or Lead Company: Endurance Assurance Corporation through W. Brown & Associates Insurance
Services and other subscribing insurers as held on file in the offices of
SterlingRisk of Florida

This is to certify that the policy(ies) listed herein have been issued providing coverage for the named insured as further described. This certificate of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policy(ies) listed herein. Notwithstanding any requirement, term or condition of any contract, or other document with respect to which this certificate of insurance may be concerned or may pertain, the insurance afforded by the policy(ies) listed on this certificate is subject to all the terms, exclusions, and conditions of such policy(ies).

Aviation Commercial General Liability	Limits of Insurance	
Each Occurrence Limit	\$	10,000,000
Damage to Premises Rented to You Limit	\$	1,000,000
Medical Expense Limit	\$	15,000
Personal & Advertising Injury Aggregate Limit	\$	10,000,000
General Aggregate Limit	\$	Not Applicable
Products/Completed Operations Aggregate Limit	\$	10,000,000
Hangarkeepers Limit		
Each Aircraft Limit	\$	5,000,000
Each Loss Limit	\$	10,000,000
Hangarkeeper's Deductible	\$	15,000
		Any one premises
		Any one person
		Each Aircraft



CERTIFICATE OF INSURANCE (Continued)

THE CERTIFICATE HOLDER IS INCLUDED AS AN ADDITIONAL INSURED AS RESPECTS THE OPERATIONS OF THE NAMED INSURED.

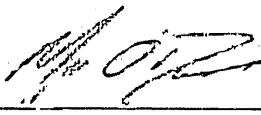
THE CERTIFICATE HOLDER WILL BE PROVIDED WITH THIRTY (30) DAYS (TEN (10) DAYS IF FOR NON-PAYMENT OF PREMIUM) NOTICE OF CANCELLATION.

ALL LOCATIONS INCIDENTAL AND NECESSARY TO THE OPERATIONS OF THE NAMED INSURED.

WE WILL NOT COVER ANY PERSON OR ORGANIZATION OR THEIR AGENTS OR EMPLOYEES ENGAGED IN THE DESIGN, MANUFACTURE, MAINTENANCE, REPAIR, SERVICE, OR SALE OF AIRCRAFT, AIRCRAFT ENGINES, COMPONENTS, OR ACCESSORIES, OR ENGAGED IN THE OPERATION OF ANY AIRCRAFT, AIRPORT, HANGAR, FLIGHT SCHOOL, FLIGHT SERVICE, OR PILOTING SERVICE, WITH RESPECT TO ANY OCCURRENCE ARISING OUT OF SUCH ACTIVITY.

The inclusion of such additional interests shall not operate to increase the limit of the insurer's liability. As respects the additional insured(s) added hereunder, coverage does not apply to any occurrence arising from the design, manufacture, modification, repair, sale, or servicing of the aircraft of aircraft parts, and/or air traffic control operations by the additional insured(s).

Certificate Number: 39830
 Issued On: February 7, 2022

By: 
 (Authorized Representative)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/7/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SterlingRisk of Florida 1001 Airport Rd Destin FL 32541	CONTACT NAME: Nicole Heise PHONE (A/C, No, Ext): 850-460-7392 FAX (A/C, No): E-MAIL ADDRESS: nheise@sterlingrisk.com
INSURER(S) AFFORDING COVERAGE	
INSURED DFC, Inc. dba Advanced Helicopter Services 17986 County Road 94B Woodland CA 95695	INSURER A: Endurance Assurance Corp. NAIC # 11551 INSURER B: ACE American Insurance Company 22667 INSURER C: Starr Specialty Insurance Co. 16109 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 580368431** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NAF6045765	2/8/2022	2/16/2023	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ 10,000,000 Hangar/Keepers Lib. \$ **
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CALH25143292004	2/16/2022	2/16/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTIONS			NAF6045765	2/8/2022	2/16/2023	EACH OCCURRENCE \$ AGGREGATE \$ AUTO & EL *** \$ 1,000,000
C	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	1000004914	2/16/2022	2/16/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 ***EXCESS AUTO & EMPLOYERS' LIABILITY - \$1,000,000 EXCESS OF \$1,000,000

**\$5,000,000 EACH AIRCRAFT, \$10,000,000 EACH OCCURRENCE.

AS RESPECTS TO GENERAL LIABILITY: WE WILL NOT COVER ANY PERSON OR ORGANIZATION OR THEIR AGENTS OR EMPLOYEES ENGAGED IN THE DESIGN, MANUFACTURE, MAINTENANCE, REPAIR, SERVICE, OR SALE OF AIRCRAFT, AIRCRAFT ENGINES, COMPONENTS, OR ACCESSORIES, OR ENGAGED IN THE OPERATION OF ANY AIRCRAFT, AIRPORT, HANGAR, FLIGHT SCHOOL, FLIGHT SERVICE, OR PILOTING SERVICE, WITH RESPECT TO ANY OCCURRENCE ARISING OUT OF SUCH ACTIVITY.
 RE: AIRCRAFT MAINTENANCE SERVICES, BID NO. B191100114104

CERTIFICATE HOLDER City of Sacramento Police Department Fiscal Division Attn: Alina Warrick 5770 Freepoint Blvd, #100 Sacramento CA 95822	CANCELLATION 30 Days (10 Days for non-payment) SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/7/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SterlingRisk of Florida 1001 Airport Rd Destin FL 32541	CONTACT NAME: Nicole Heise PHONE (A/C, No, Ext): 850-460-7392 FAX (A/C, No): E-MAIL ADDRESS: nheise@sterlingrisk.com														
INSURED DFC, Inc. dba Advanced Helicopter Services 17986 County Road 94B Woodland CA 95695	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Endurance Assurance Corp.</td> <td>11551</td> </tr> <tr> <td>INSURER B : ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER C : Starr Specialty Insurance Co.</td> <td>16109</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Endurance Assurance Corp.	11551	INSURER B : ACE American Insurance Company	22667	INSURER C : Starr Specialty Insurance Co.	16109	INSURER D :		INSURER E :		INSURER F :	
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INSURER C : Starr Specialty Insurance Co.	16109														
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER: 1110123426** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL(SUBR) INSD (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	NAF6045765	2/8/2022	2/16/2023	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ 10,000,000 HangarKeepers Liab \$ **
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>	Y	CALH25143292004	2/16/2022	2/16/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	NAF6045765	2/8/2022	2/16/2023	EACH OCCURRENCE \$ AGGREGATE \$ AUTO & EL *** \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	1000004914	2/16/2022	2/16/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

***EXCESS AUTO & EMPLOYERS' LIABILITY - \$1,000,000 EXCESS OF \$1,000,000

**\$5,000,000 EACH AIRCRAFT, \$10,000,000 EACH OCCURRENCE.

AS RESPECTS TO GENERAL LIABILITY: WE WILL NOT COVER ANY PERSON OR ORGANIZATION OR THEIR AGENTS OR EMPLOYEES ENGAGED IN THE DESIGN, MANUFACTURE, MAINTENANCE, REPAIR, SERVICE, OR SALE OF AIRCRAFT, AIRCRAFT ENGINES, COMPONENTS, OR ACCESSORIES, OR ENGAGED IN THE OPERATION OF ANY AIRCRAFT, AIRPORT, HANGAR, FLIGHT SCHOOL, FLIGHT SERVICE, OR PILOTING SERVICE, WITH RESPECT TO ANY OCCURRENCE ARISING OUT OF SUCH ACTIVITY.
See Attached...

CERTIFICATE HOLDER City of Sacramento c/o EXIGIS Risk Management Services P.O. Box 947 Murrieta CA 92564	CANCELLATION 30 Days (10 Days for non-payment) SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

AGENCY CUSTOMER ID: D FC 1 N0CA

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY SterlingRisk of Florida		NAMED INSURED DFC, Inc. dba Advanced Helicopter Services 17986 County Road 94B Woodland CA 95695	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

The City of Sacramento, its officials, employees, and volunteers shall be included as an additional Insured as respects general liability arising out of: activities performed by or on behalf of CONTRACTOR, its sub-consultants, subcontractors; products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors. The City of Sacramento, its officials, employees, and volunteers shall be included as an additional Insured under the Auto Liability policy, but only as respects the operations of the Named Insured. Coverage provided by the above policies is Primary and Non-Contributory with any coverage maintained by the certificate holder. Coverage shall apply separately to each Insured whom claim is made or suit is brought, except with respect to the limits of the Insurer's liability. 30 days (10 for non-payment of premium) Notice of Cancellation will be provided to the certificate holder. Coverage D, Hangarkeepers' Liability covers loss to aircraft occurring while such aircraft is in the care, custody and control of the insured for safekeeping, transit, storage, service or repair, or in the care, custody and control of a third party contracted for transit in lieu of occurring while such aircraft is in the care, custody or control of the insured for safekeeping, storage, service or repair. Spare Parts - 2. Covered Property: (a) aircraft parts; (b) aircraft engines; (c) avionics; (d) aircraft accessories; (e) Ground Testling Equipment provided at all times that the items mentioned above are the property of the insured or of others for which the insured is legally liable in lieu of provided at all times that the items mentioned above are not attached to nor form part of any aircraft and are the property of the Insured or of others for which the Insured is legally liable. Limits: \$750,000 per unit / \$1,500,000 any one occurrence, any one conveyence, building or location, subject first to a deductible of \$5,000 each and every loss.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By: _____

Print name: _____


Title: _____

For: Howard Chan, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:



City Attorney

Attachments

- Exhibit A Technical Specifications
- Exhibit B Payment
- Exhibit C Insurance
- Exhibit D General Conditions
- Attachment 1 to Exhibits A and B

**EXHIBIT B
INSURANCE REQUIREMENTS**

Exhibit B:
Insurance Requirements
(Mobile Mechanic Aircraft Maintenance)

Insurance

Vendor/Contractor/Operator shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work or in connection with products, materials or services supplied to the City of Stockton and shall include their agents, representatives, employees or subcontractors. With respect to General Liability, Errors & Omissions, Pollution Legal Liability and Remediation, coverage should be maintained for a minimum of five (5) years after contract completion.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

A. For aero-nautical and non-aeronautical businesses located at the airport:

- 1. Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including premises liability, products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Vendor/Contractor/Operator has no owned autos, hired (Code 8) and non-owned (Code 9) autos, with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- 3. Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- 4. Hangarkeeper's Liability:** with a limit not less than **\$4,000,000** combined single limit per occurrence and **\$4,000,000** aggregate.

If the Vendor/Contractor/Operator maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Vendor/Contractor/Operator. Any available insurance proceeds in excess of the

specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the Vendor/Contractor/Operator to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton.

Other Insurance Provisions

The General Liability, Automobile Liability, Pollution Legal Liability and Remediation, policies are to contain, or be endorsed to contain, the following provisions:

- 1. The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds** with respect to liability arising out of work or operations performed by or on behalf of the Vendor/Contractor/Operator including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.
- 2. For any claims related to this project or use of facilities, the (Contractor / Vendor / Operator's) insurance coverage shall be primary and non-contributory** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, agents, or volunteers shall be excess of the Vendor/Contractor/Operator insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.
- 3. Each insurance policy required shall provide that coverage shall not be canceled, except with notice to the City of Stockton.**

The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Vendor/Contractor/Operator

pursuant to the contract. This coverage may also be provided as part of the Pollution Legal Liability and Remediation policy.

If the Airport Liability, General Liability, Pollution Legal Liability and Remediation policy and/or Errors & Omissions coverages are written on a claims-made form:

1. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City of Stockton for review.

Umbrella or Excess Policy

The Vendor/Contractor/Operator may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Vendor/Contractor/Operator's primary and excess liability policies are exhausted.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A:VII.

Verification of Coverage

Vendor/Contractor/Operator shall furnish the City of Stockton with original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations &

Endorsements pages are to be received and approved by the City of Stockton before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor/Contractor/Operator obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Waiver of Subrogation

Vendor/Contractor/Operator hereby grants to City of Stockton a waiver of subrogation which any insurer may acquire against City of Stockton, its officers, officials, employees, and volunteers, from Vendor/Contractor/Operator by virtue of the payment of any loss. Vendor/Contractor/Operator agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Stockton for all work performed by the Vendor/Contractor/Operator, its employees, agents, and subcontractors.

Subcontractors

Vendor/Contractor/Operator shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Vendor/Contractor/Operator shall ensure that City of Stockton is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address

The address for mailing certificates, endorsements and notices shall be:

City of Stockton
Its Officers, Officials, Employees and Volunteers
400 E Main Street, 3rd Floor – HR
Stockton, CA 95202