#### **BID NUMBER PA-01406**

CITY OF LONG BEACH

**CITY MANAGER** 

ATTN: CITY CLERK

333 West Ocean Boulevard, Plaza Level

Long Beach, California 90802



#### INVITATION TO BID **FURNISH AND DELIVER PARTS AND** SERVICE TO OVERHAUL AND REPAIR **TURBOMECA HELICOPTER ENGINES**

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COMPLETE CONTRACT:

This Invitation to Bid, together with THE NOTICE INVITING BIDS, the entire Bid (including Specifications), or any items(s) thereof, the signature page, Instructions to Bidders, General Conditions, Special Conditions, Bid Section, Addendums, and when required, CONTRACTOR'S BOND shall become the Contract upon its acceptance by the City Manager or designee on behalf of the City of Long Beach, Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City Charter, and all applicable Federal, State and City Laws.

SERVICES TO BE PROVIDED BY THE CONTRACTOR:

Contractor shall upon acceptance of this bid by the City, furnish the goods and services herein specified according to the terms and conditions set forth herein.

AMOUNT TO BE PAID:

The City shall pay Contractor for the goods or services as described in the section entitled "PAYMENT" in the Instructions to Bidders.

CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:

When alternative provisions are requested, or options are offered, Contractor will be notified as to which provision, or option, is being accepted at the same time that he is notified that he is the successful Bidder.

**DECLARATION OF NON-COLLUSION:** 

The undersigned certifies or declares under penalty of perjury that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, or any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.

BIDDER MUST COMPLETE AND SIGN BELOW:

(Signature of Corporate Officers or persons authorized to sign bids and contracts on behalf of the Contractor - refer to page 2 Instructions Concerning Signatures.)

EXECUTED AT:	Richmond	British Columbia 5TATE	N THE	12th	_ DAY OF _	May	<i>!</i>	20	06 .
COMPANY NAME:	ACROHELIPRO	O Global Services Inc.			TIN:				
STREET ADDRESS:	4551 Agar Drive	CITY:		Richmon	<u> </u>	(FEDERAL TAX IDE			V6Y 3J9
PHONE:	604-276-7600		FAX:	604-2	76-7675			-	
S/	1/2					President			
	(SAGNATURE)					(TITLE)			
	Peter Tierney				- ptierne	ey@acrohelipro.	com		
. //	(PRINT NAME)					(EMAIL ADDRESS)		٠	
S/				Exe	cutive Vice Pr	esident Sales &	Market	ing	
	(SIGNATURE)	· · · · · · · · · · · · · · · · · · ·	_		-	(TITLE)			
	Charles McIvor				cmciv	or@acrohelipro.	.com		
	(PRINT NAME)					(EMAIL ADDRESS)			
· All sign	MATHRES MILIST RE N	IOTARIZED FOR ALL CO	TMPANIE	ES LOCAT	EN ALITSINE T	HE STATE OF C	AI IFOR	NIA	

NO OUT-OF-STATE BID WILL BE CONSIDERED UNLESS A NOTARIAL ACI NOTARIES ARE NOT REQUIRED FOR CALIFORNIA	(NOWLEDGMENT IS ATTACHED,
N WITNESS WHEREOF the City of Long Beach has caused this contract to be executed as required by law asfithe date stated below.	APPROVED AS TO FORM 6/16, 2006.
THE CITY OF LONG-BEACH (1/21/06)	CITY ATTORNEY DE Frum
Director of Fjrandal Management Date	Senior/Deputy
·	Rev 11/03/05



# THE SOCIETY OF NOTARIES PUBLIC OF BRITISH COLUMBIA

Chambre des Notaires de la Colombie Britanique

Notarkammer von Britisch Kolumbien

Colegio de Notarios de la Columbia Britanica

# Notarial Certificate of Identity

CANADA
PROVINCE OF BRITISH COLUMBIA

TO ALL TO WHOM THESE PRESENTS

MAY COME BE SEEN OR KNOWN: , a Notary Public in and for the Province of British Columbia, by HANS PODZUN ROYAL AUTHORITY duly appointed, being a member in good standing of the aforesaid Society of Notaries Public, practising in the Notarial District of , British Columbia. RICHMOND HEREBY CERTIFY AND ATTEST that on the 12th day of MAY **XX** 2006 in the said Province RICHMOND BEFORE ME APPEARED: CHARLES MCIVOR Marital Status (\*1): Occupation: EXECUTIVE a Citizen of: Date of Birth: Place of Birth (City/Country): residing at: (OR) personally known to the undersigned Notary (\*3) and in my presence voluntarily affixed his/her signature to the document annexed hereto having first acknowledged that he/she



# THE SOCIETY OF NOTARIES PUBLIC OF BRITISH COLUMBIA

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# Notarial Certificate of Identity

CANADA
PROVINCE OF BRITISH COLUMBIA
TO WIT:

TO ALL TO WHOM THESE PRESENTS MAY COME BE SEEN OR KNOWN:

	TO WIT:	J		
I, HANS PODZUN  ROYAL AUTHORITY duly appoint the Notarial District of RICH	nted, being a member in g	a Notary Public in and for the good standing of the aforesaid s , British Columbia.		•
HEREBY CERTIFY AND ATTE	ST that on the :12th in the said Pro	•	pgx 2006	
BEFORE ME APPEARED: PET	ER TIERNEY			
Occupation: EXECUTIVE		Marital Status (*1):		
Date of Birth:		a Citizen of:		
Place of Birth (City/Country):				
residing at:				
whose identity has been proven to BRITISH PASSPORT NO.  personally known to the undersign		•		(OR)
and in my presence voluntarily affix	ted his/her signature to th	e document annexed hereto h	aving first acknowleds	ged that he/she
knows and fully understands the		- · · · · · · · · · · · · · · · · · · ·		
document with my Notarial Seal, an		ested I have granted under Not	arial Form and Seal of	Office to serve
and to avail as occasion may requi	ire.		8	
DATED at RICHMOND	THIS 12th	DAY OF MAY	10x 2006	
	→ HANS PODZUN, NOTA	ARY PUBLIC ✓.		

in and for the Province of British Columbia

PH: (604) 273-1101 FAX (604) 273-9196

PERMANENT COMMISSION

630 - 4400 Hazelbridge Way,

Richmond, B.C. V6X 3R8

A NOTARY PUBLIC IN AND FOR THE

PROVINCE OF BRITISH COLUMBIA

HANS PODZUN

#### **BID NUMBER PA-01406**

The City of Long Beach is committed to provide maximum opportunities for Disadvantaged, Minority, Women, Long Beach and Other Business Enterprises (DBEs, MBEs, WBEs, LBBEs and OBEs) to compete successfully in supplying our needs for products and services.

The following information is sul	omitted regarding the bidde	er:
Legal Form of Bidder: Corporation Partnership	State of	ation
General	Limited	
Joint Venture		
Individual Limited Liability Compan	DBA v State of	
Limited Liability Compan	y Otate of	<del>_</del>
Composition of Ownership (more Ethnic (Check one):	than 51% of ownership of the	,
Black	Asian	Other Non-white
Hispanic	American Indian	Caucasian
	wnership (check all that apply	
Male	Yes - Physically Challen	
Female  Is the firm certified as a Disadvan	No – Physically Challen taged Business: Yes	ged Over 65 No
Les firm certified as a Disadvan	aged Business: Tes	woman-owned business enterprise by any other agency?
Yes	No	voman-owned business enterprise by any other agency r
Name of certifying agency:	NO	
	INSTRUCTIONS C	ONCERNING SIGNATURES
Please use the proper notary form signature by officers of your comp		of organization on all bid documents, attachments and bonds requiring
NOTE: FAILURE TO COMPLY N	AY RESULT IN DISQUALIF	ICATION OF YOUR BID.
INDIVIDUAL (Doing Business A	s)	
		e company. (Only one signature is required.) ompany is located outside of the state of California.
PARTNERSHIP		••••••
	alanative(a) injare that of the	e general partner or partners.
a. The only acceptable	sidilatifiers) istate that of th	1

or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at Site and become responsible therefore as though such materials and equipment were being furnished by Contractor.

# ETD NUMBER PA-01406 CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

PROVINCE OF BRITISH COLUMBIA	· · · · · · · · · · · · · · · · · · ·	-	
CITY OF RICHMOND			
	-	•	HANS PODZUN NOTARY PUBLIC
On MAY 12th, 2006 Before	e me,		TLE OF OFFICER ~ E.G. "JANE DOE, NOTARY PUBLIC"
Personally appeared PE	TER	TIER!	NEY AE(S) OF BIGNER(S)
Personally known to me - OR -  HANS PODZUN, NOTARY PUBLIC in and for the Province of British Columbia 630 - 4400 Hazelbridge Way, Richmond, B.C. V6X 3R8 PH: (604) 273-1101 FAX (604) 273-9196	person(s) instrument executed and that i person(s),	whose it and a the sam by his/he or the contractions.	ne basis of satisfactory evidence to be the name(s) is/are subscribed to the within acknowledged to me that he/she/they in his/her/their authorized capacity(ies), ar/their signature(s) on the instrument the entity upon behalf of which the person(s) is instrument.
•	WITNESS	my hand	d and official seal.
			100
			SIGNATURE OF NOTARY,
			and for British Columbia
	UPI	IONAL	PERMANENT COMMISSION
Though the data below is not required by law, it may protist form.	we valuable to per	reone relying	on the document and could prevent fraudulent restlactment of
CAPACITY CLAIMED BY SIGI	NER	DE	ESCRIPTION OF ATTACHED DOCUMENT
INDIVIDUAL CORPORATE OFFICER	•		•
	<del></del>	•	TITLE OR TYPE OF DOCUMENT
TITLE(S)  PARTNER(S)  GENERA	L .		
ATTORNEY-IN-FACT	•	,	NUMBER OF PAGES
☐ TRUSTEE(S) . ☐ GUARDIAN/CONSERVATOR	•••	•	
OTHER:		•	
•		•	DATE OF DOCUMENT
SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES);	·.		
	<del></del>		SIGNER(S) OTHER THAN NAMED ABOVE

# BID NUMBER PA-01406 CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

PROVINCE OF BRITISH COLUMBIA	
CITY OF RICHMOND	•
On MAY 12th, 2006 Before	e me, HANS PODZUN NOTARY PUBLIC
DATE	NAME, TITLE OF OFFICER - E.G. VANE DOE, NOTARY PUBLIC
Personally appeared	CHARLES MCIVOR NAME(8) OF BIGNER(S)
	NAME(8) OF BIGNER(S)
Personally known to me - OR - HAN'S PODZUN, NOTARY PUBLIC in and for the Province of British Columbia 630 - 4400 Hazelbridge Way, Richmond, B.C. V6X 3R8 PH: (604) 273-1101 FAX (604) 273-9196	proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(les), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
•	WITNESS my hand and official seal.
	A Commissioner of Oaths in and for British Columbia
	SIGNATURE OF NOTARY PERMANENT COMMISSION
	- OPTIONAL
· · · · · · · · · · · · · · · · · · ·	

and purchase order number. The City reserves the right to accept or reject any price

#### **INSTRUCTIONS TO BIDDERS**

#### . PREPARATION OF BID:

The preparation of the bid, including visits to the Site prior to submittal of the bid, shall be at the expense of Bidder. All prices and notations must be typewritten or written in ink. Any markings in pencil shall not form part of the bid and shall be disregarded by the City. Any changes or corrections in the bid must be initiated in ink by the person signing the bid. Bidder shall state brand name or make of each item bid. If not bidding on item as described, the manufacturer's name and catalog number of the substitute must be given. Bidder shall also attach specifications and furnish other data to be given. Bidder shall also attach specifications and furnish other data to establish the suitability of the substitute. Bidder shall quote separately on each item. Bidder shall quote his lowest price and best delivery date as no changes are permitted after the bid opening. Cash discounts offered for payment within 14 days or less will not be considered when evaluating bids. No telephonic, telegraphic or fax bids are acceptable.

# NOTE: ALL PAGES OF THE INVITATION TO BID MUST BE RETURNED.

#### 2. EXAMINATION OF BID:

Bidder is responsible for examining the invitation to Bid and submitting its bid complete and in conformance with these instructions.

#### 3. CONDITIONS OF WORK:

Bidder shall carefully examine the Site to become fully informed regarding all existing and expected conditions and matters, which could affect performance, cost or time of the Work.

#### 4. DISCREPANCIES IN BID DOCUMENTS:

If Bidder finds discrepancies in or omissions from the invitation to Bid, if the intent of the invitation is not clear, or if provisions of the Specifications restrict Bidder from bidding, he may request in writing that the deficiency(s) be modified. Such request must be received by the City Purchasing Agent at least five (5) working days before bid opening date. Bidders will be notified by Addendum of any approved changes in the invitation to Bid.

#### 5. ORAL STATEMENTS:

The City of Long Beach shall not be bound by oral statements made by any employee or agent concerning this Invitation to Bid. If Bidder requires specific information, Bidder must request it in writing and obtain a reply in writing from the City.

#### 6. BRAND NAMES AND SPECIFICATIONS:

The detailed specifications and/or brand names stated are descriptive only and indicate quality, design, and construction of items required. Offers will be considered to supply articles

City's purchases of goods and services are based on the City's actual needs and requirements. The City is obligated under this contract/purchase order to purchase and pay for only those goods and services that the City needs and requires, and that the City actually orders and receives. Any dollar amount identified as a "not to exceed:" amount in any City document is not a guaranteed payment amount to any contractor or service provider. Furthermore, the City may determine that its needs and requirements may be met by City labor or by a second contractor or service provider, even after an award is made to one contractor or service provider. An award is not a promise or guarantee of exclusivity.

Bidders are cautioned that comments and statements, whether oral or written, made by City employees regarding the validity of bids, the waiver of deviations from Specifications, the possibility or probability of an award being made to a particular bidder, and other similar matters are NOT binding on the City. Bidders should not order materials, obtain financing or take other actions based on such comments and statements. Only authorization of a contract by the City Council or issuance of a Purchase Order is conclusive and binding on the City with respect to this bid and its resulting contract or Purchase Order. However, prior to authorization by the City Council or issuance of the Purchase Order, bidders may rely on: (1) approval of an "equal" or "substitute" item which will be Issued in writing, and (2) written notice of intent to award by the City Council, which is often issued prior to the authorization by the City Council so that a bidder can order materials that have a long lead time.

#### 8. PAYMENT:

Payment terms are NET/30 unless Bidder otherwise quotes. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever occurs last. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery & acceptance of goods and on receipt of Contractor's invoice.

In the event the Contract to be awarded hereunder, including specifications and other documents incorporated therein by reference, provides for the withholding of moneys by the City to ensure performance of such Contract, Contractor may deposit with the City, as a substitute for said withheld moneys, securities listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit, or both, equivalent to the amount withheld, provided Contractor requests permission to make such substitution and bears all expenses in connection therewith.

#### 9. SAFETY APPROVAL:

Where required by City Regulations, any Items delivered must carry Underwriters Laboratories Approval or City of Long Beach

#### INSTRUCTIONS TO BIDDERS

#### 10. PUBLIC WORK AND PREVAILING WAGES:

In the performance of public work under any Contract, the Contractor shall comply with provisions of Standard Specifications for Public Works Construction, latest edition, and City of Long Beach Amendments thereto. Where labor is required for public work as part of this Contract, Contractor shall pay no less than the prevailing wages set by the Director of the Department of Industrial Relations of the State of California. Copy of wage schedule can be obtained from the City Engineer.

The Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages, and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classifications or type of workers needed to execute the Contract, and the same is on file with the City Engineer, 9th floor, City Hall, 333 W. Ocean Boulevard, Long Beach, California 90802. It shall be mandatory upon the Contractor to whom the Contract is awarded, and his Subcontractors to pay not less than the said prevailing rate of wages to all workers employed by the Contractor or said Subcontractors in the execution of the Contract.

#### 11. RIGHT TO REJECT:

City reserves the right to reject at any time any or all bids, or parts thereof, and to waive any variances, technicalities and informalities which do not impair the quality, utility, durability or performance of the items.

#### 12. SAMPLES:

Samples of items when requested or required must be furnished to the city free of expense to the City and, if not destroyed by tests, will upon request be returned at Bidder's expense.

#### 13. PRICES:

Prices shall be in accordance with those extended to other governmental agencies. In case of error in extension of prices, unit price will govern. All prices must be firm for the Contract term unless the City specifically provides for adjustment.

# 14. CITY'S POLICY FOR MINORITY AND WOMEN-OWNED BUSINESSES:

The City of Long Beach is committed to provide maximum opportunities for Disadvantaged, Minority, Women, Long Beach and Other Business Enterprises (DBEs, MBEs, WBEs, LBEs, and OBEs) to compete successfully in supplying our needs for products and services.

Please visit <a href="http://www.longbeach.gov/diversity">http://www.longbeach.gov/diversity</a> for more information on the City's Diversity Outreach Program.

#### **SUBCONTRACTORS**

To assist the City in maintaining records of its Minority and Women Outreach Program, Bidder is requested to provide the following information. Answers are optional, and failure to answer will and discussion bidder shall

Circl	e appropr	iate desi	gnation:	MBE	WBE	

Ethnic Factors Black Hispanic Aslan	of ( ( (	Owner ) ) )	ship: (more than 51%) American Indian Other Non-white Caucasian	( (	}	
Certified by:						
Valid thru:						
Dollar value o	of pa	articipa	tion: \$			

#### 15. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

Each Bid must be delivered to the location and received on or before the due date and time stated herein. Bids will not be accepted after the date and time stated herein. Bids may be withdrawn without prejudice providing the written request is received by the City Clerk no later than the time set for opening bids. Withdrawals will be returned to Bidder unopened. Fallure to respond to three (3) invitations to Bid without reason may constitute cause to remove Bidder's name from the bidding list.

#### SUBMIT TO:

CITY OF LONG BEACH
CITY CLERK
333 W OCEAN BLVD/PLAZA LEVEL
LONG BEACH CA 90802

BID	DUE	DATE:

Tuesday, May 16, 2006

TIME:

11:00 am

IF BIDDER HAS ANY QUESTIONS REGARDING THIS INVITATION TO BID PLEASE CONTACT THE FOLLOWING CITY PERSONNEL.

A. COMMERCIAL (TERMS AND CONDITIONS, ETC)

KARIE WEBBER	562 ) 570-6200
BLIYER	TELEPHONE NUMBER

B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)

DAN RAMOS	(562) 570-8725
DEPARTMENT CONTACT	TELEPHONE NUMBER

#### 16. BID OPENING PROCEDURES:

All bids will be publicly opened and read at the date and time specified in Instructions to Bidders, item 15.

It is our policy <u>not</u> to release price information on these bids until the department has reviewed them and award has been approved by City Council and the City Attorney. At that time, the information becomes public. You are welcome to review the results at that time by calling the buyer that handled that bid and setting up an appointment. Due to the large volume of bids received, bid results will <u>not</u> be given out by phone and information will not be faxed.

After the Purchasing Division has analyzed the bids, the name of the <u>apparent</u> low bidder will be posted on the Internet for a period

No "minimum order" bids are permitted. Bids indicating a minimum order will be rejected.

#### BLANKET PURCHASE ORDER (BPO)/AUTHORIZED PERSONNEL

A Blanket Purchase Order (BPO) will be sent to the Contractor by the City Purchasing Agent. City personnel authorized to make releases (purchase orders) against the BPO will be indicated on the BPO. Shipment and/or services shall be made against the BPO release number. Releases shall be allowed only if the appropriate BPO number is indicated on the BPO release issued by authorized personnel in the Department. Contractor must reference BPO release number and not the BPO number on all

#### INSTRUCTIONS TO BIDDERS

#### 17. INTER-AGENCY PARTICIPATION:

IF OTHER AGENCIES EXPRESS AN INTEREST IN PARTICIPATING IN THIS BID, WOULD YOU SUPPLY THE SAME ITEMS.

YES \_\_\_\_\_ NO \_\_\_\_

(If yes, any agency electing to participate in this bid will order its own requirements without regard to the City of Long Beach. The City of Long Beach assumes no liability or payment guarantee on any units sold to participating agencies.)

#### 18. AMERICANS WITH DISABILITIES ACT:

Contractor shall have and be allocated the sole responsibility to comply with the Americans with Disabilities Act of 1990 ("ADA") with respect to performance hereunder and contractor shall defend, indemnify and hold the City, its officials and employees harmless from and against any and all claims of failure to comply with or violation of the ADA as said claim relates to this contract.

- 1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
- No charges for taxes, transportation, boxing, packaging crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use excise or similar taxes to be paid by the City must be itemized separately hereon and on invoices. The City is exempt from payment of Federal Excise Tax under Certificate No. 95-73 0502K and none shall be charged to the City.
- 3. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this section a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.
- 4. Contractor shall deliver the materials, equipment, supplies or services, or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Deliveries must be prepaid. C.O.D. shipments will not be accepted.
- 5. The City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as to any articles covered by this Contract. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to Contractor and the City; but any claim by the Contractor for such an adjustment must be made within thirty days of such change.
- 6. Contractor warrants that the goods, machinery, or equipment delivered or the work performed hereunder shall conform to the specifications, drawings, samples or other description specified by the City and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, in good working order and free from defect or faulty workmanship for a period of ninety days. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.
- 7. Contractor shall defend, Indemnify and hold the City, its officials and employees harmless from any and all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorney' fees) for injuries to persons (including death) or damage or destruction of property connected with or arising from the negligent acts or omissions of Contractor, its officers, agents and employees in the performance of this Contract.
- B. The City reserves the right to terminate this Contract at any time in whole or in part even though Contractor is not in default hereunder. In such event there will be made an equitable adjustment of the terms that is mutually satisfactory to the City and Contractor shall unless such notice otherwise directs immediately

measures, the City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.

- 15. Contractor shall keep confidential and not disclose to others or use in any way to the detriment of the City confidential business or technical information that the City may disclose in conjunction with this Contract or Contractor may learn as a result of performing this Contract.
- 16. This Contract shall not be assigned in whole or in part, nor any duties delegated without the City's prior written approval.
- 17. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach. The City's failure to object to provisions contained in any communication from Contractor shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Contract.
- 18. This Contract shall not be amended or modified, except by written agreement signed by the parties and expressly referring to this Contract.
- 19. Contractor shall indemnify, hold harmless and defend the City, its officials and employees from any damage, claim, loss, cost, liability, cause of action, or expense, including reasonable attorney's fees, whether or not reduced to judgment, arising from any infringement or claimed infringement of any patent, trademark or copyright, or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery, or equipment supplied hereunder.
- 20. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
- 21. Contractor, in the performance of any work or the furnishing of any labor under this Contract, shall be considered as an independent contractor. Contractor, his agents and employees shall not be considered as employees of the City.
- 22. Contractor and subcontractor(s) shall not discriminate against any person in the performance of this Contract and shall comply with applicable federal, state and city equal employment opportunity laws, ordinances, rules and regulations. Contractor and subcontractor(s) shall not discriminate against any employee or applicant for employment or against any subcontractor on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability, or handicap, subject to federal and state laws, rules and regulations.

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- 28. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve 50% diversion of waste. In conjunction with the City's Integrated Resources Bureau, the City is currently developing an Environmentally Preferable Product (EPP) procurement plan. These guidelines enable the City Purchasing Agent to greatly expand procurement programs by moving beyond a singular consideration of "recycled-content". EPP procurement facilitates the purchase of products that qualify within a broad range of "environmentally preferable" criteria, such as: minimal packaging; energy savings; non-toxic; manufactured from sustainably-harvested materials. Contractor shall monitor products that fall within the EPP guidelines and document all criteria that qualifies the product as an EPP. Documentation from the manufacturer will be acceptable and may be required during the term of the Contract.
- 29. THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE THE CONTRACTOR IS TO PERFORM WORK ON CITY PROPERTY:
  - A. If at any time during the progress of the Work, Contractor shall allow any indebtedness to accrue for labor, equipment, or materials, or which may become a claim against the City, Contractor shall immediately upon request from the City pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond or otherwise and, in case of his failure so to do, the City may withhold any money due Contractor until such claim or indebtedness is paid or may apply such money toward the discharge thereof; or in such event the City may, at its option, declare this Contract to be terminated, take possession and control of the Work, and complete the same or cause the same to be completed according to the specifications. Contractor shall pay to City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.
  - B. Contractor shall carry on the Work at his own risk until the same is fully completed and accepted and shall, in case of any acceptance renair or replace the Work

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quoted. Overhauls shall be billed using cost for labor and actual materials replaced.

Module M01	<b>\$</b> 21,073.50
Module M02	\$ 29,975.40
Module M03	\$ 129,616.20
Module M04	\$ 29,427.30
Module M05	\$ 30,381.30
Pump and Metering Unit Assembly	\$ 30,706.00
Adjusted Valve Assembly	\$ 5,073.00
Freewheel Assembly	\$10,190.00
•	
Total Cost:	\$_288,765.70

b) Provide the hourly cost for the rental of a Turbomeca, Arriel 2B1 engine and include the cost of recertification, if any.

Rental

1. hourly

\$ 160.00 / per hour

Such insurance as required herein or in any other documents to be considered a part hereof shall not be deemed to limit the Contractor's liability under this contract.

- D. Contractor shall defend, Indemnify and hold harmless the City, its officials and employees from and against any liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of the Contractor at the Site.
- E. Contractor shall list the name and location of the place of business of each subcontractor who will perform work, labor, or services for Contractor, or who specially fabricates and installs a portion of the work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The subcontractor list shall be submitted with contractor's bid.

#### SPECIAL CONDITIONS

#### **ADDENDUM**

Bidders shall check the purchasing web page at <a href="www.longbeach.gov/purchasing">www.longbeach.gov/purchasing</a> or contact the assigned buyer three (3) days prior to the bid closing date to inquire about and include any addendums incorporated into this bid. Failure to include the addendum(s) with the bid will cause the bid to be rejected.

#### **CONTRACT PERIOD**

Twelve months after date of award or after the expiration of the current contract, whichever is the earlier. This Contract may be extended by mutual agreement for up to two additional periods of one year each in accordance with terms and conditions stated herein.

It is agreed that if the City intends to renew this Contract, the City shall so notify the Contractor 90 days prior to the expiration date. Contractor shall be required to submit any price increases to the City Purchasing Agent for approval at least 60 days prior to

#### SPECIAL CONDITIONS

#### SUPPLEMENTAL CONDITIONS

#### SUPPLEMENTAL INFORMATION

Bidder must present evidence indicative of its ability to provide and sustain the specified material to the satisfaction of the City. Failure to include any of the following information requested below may cause bid to be deemed non-responsive if the City has no prior experience with the Bidder.

- 1. Client References: Furnish on a separate sheet of paper a list of five (5) current customers, including company name, street address, telephone number and contact person, for whom Bidder has provided similar items. The City intends to contact these customers to determine reliability, Bidder's performance, service and other information.
- 2. Contact: How may City representative(s) contact Contractor under emergency and non-emergency conditions? Explain method and provide name and phone numbers (cell and land line) of your personnel that City may contract.
- 3. Facility Location: You must have an established place of business, regularly maintained and complete with necessary shop equipment and tools; testing facilities; replacement parts and accessories; and Turbomeca, Arriel 2B1, factory trained personnel. State the approximate dollar value of inventory stocked at the location that will service the City \$4,700,000.00 CAD. Bidder may be required to demonstrate that it has successfully performed similar services in a previous period of time.

Address of the nearest place of business:

#7 -	7625 Hayvenhurst Avenue,	Van Nuys, California 91406	
			_

4. **Manufacturer's Published Price Lists:** Submit three current manufacturer's published price lists with bid.

Publication Dated: 2006 Turbomeca Price List - Arriel Engines (Enclose Copy)

#### LICENSE

Bidder must have City of Long Beach permits.	Business	License	and	must	obtain	all	required
Long Beach Business License Number: *Required upon notification of award.			<u> </u>				
Signature:							

#### **SCOPE**

The City of Long Beach is seeking a Contractor to provide all parts, tooling, rental, technical assistance, labor, repair, overhaul and/or exchange of engine modules and engine accessories for Turbomeca, Arriel 2B1 engines installed in the City of Long Beach, 2002 Eurocopter, EC-130-B4 helicopters with whom to enter a contract.

Contractor shall be an approved Turbomeca, Arriel 2B1, approved service center that can provide scheduled or unscheduled maintenance, inspection, repair, overhaul and modification of Turbomeca Arriel 2B1 engine modules and accessories. Contractor must have a technical support representative in the Los Angeles, California basin.

Any modification or repair of an engine module or engine accessory that **cannot be** performed **in-house** at Contractor's facility or at City's facility, but is performed by an outside contractor, shall be performed by a contractor that has been approved by Turbomeca or the manufacturer of the component or accessory.

In the performance of any maintenance, Contractor shall use the most current revised maintenance documentation from Turbomeca. Contractor shall use Turbomeca Service Bulletins and/or Federal Aviation Administration airworthiness directives that are appropriate.

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#### CONDITIONS

- 1. Parts: New, overhauled and/or exchange parts, including hardware and accessories supplied by the Contractor must have originated from an approved Turbomeca manufacturer of the part or assembly, or an Approved Overhaul Center recognized by Turbomeca. Defective workmanship or parts shall be corrected or replaced at the City of Long Beach, Fleet Services Helicopter Facility within five (5) working days after notification of defect by the City at no additional cost to the City.
- 2. Prior to delivery of the engine, engine component or accessory, or at the completion of scheduled or unscheduled maintenance, inspection, modification, overhaul, and/or repair, the Contractor shall supply copies of the tear down report and inspection form(s) for the work completed, shall have all component times updated and shall complete all necessary logbook entries and records in accordance with Federal Aviation Regulation (FAR) Part 43.
- All parts removed during the course of scheduled or unscheduled maintenance, inspection, modification, overhaul, and/or repairs that have been declared unserviceable shall be red tagged, identified and returned to the Fleet Services Heliport.

#### **DELIVERY/SHIPPING**

#### PARTS AND MATERIALS DELIVERY

Delivery shall be made within two (2) working days after receipt of order. The ability to deliver sooner may be a factor in award.

#### ENGINE OVERHAUL DELIVERY

Overhaul shall be completed within **thirty (30)** calendar days after receipt of order. The ability to deliver sooner may be a factor in award.

#### ENGINE MAINTENANCE DELIVERY

Any maintenance action other than overhaul shall be completed with **five (5)** calendar days after receipt of engine. The ability to deliver sooner may be a factor in award.

#### SHIPPING (SPECIAL) INSTRUCTIONS

Prices quoted shall include all delivery, unloading and pick-up charges to the City of Long Beach Fleet Services Bureau – Heliport, 3501 Lakewood Blvd., Long Beach, CA 90808. Delivery is desired in accordance with the specifications. The Contractor shall pay all expenses and costs related to delivery of unauthorized and unapproved items shipped, delivered, or received by the City. The City reserves the right to make award based on delivery time quoted.

#### LATE DELIVERIES

Excessive late deliveries (5 percent or more per month late within the specified delivery time) shall be considered a breach of contract and shall be grounds for termination, and grounds for the City to exercise all of its legal remedies including, but not limited to, those as specified in Item #9 of the "Contract – General Conditions". In addition, late deliveries are subject to "Liquidated Damages".

#### WILL CALL

Contractor shall be available during normal business hours, Monday through Friday, for delivery and will call. During the term of the Contract, purchases may be considered an emergency and, therefore, "Will Call" provisions and Overnight/Next Day Delivery must be provided by the Contractor.

What are your normal business hours?a.mp.m.
"Will Call" items shall be available for pick-up within four (4) hours after order.
Do you have these "Will Call" capabilities? YES NO
Will you provide "Overnight" or "Next Day" delivery? YES NO

### **ADEQUATE STOCK**

Contractor shall maintain adequate stock of engine parts and materials to accommodate City's needs, including emergencies, throughout the length of the contract.

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	any further limitations specified in the maintenance policy manual.	-
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The state of the s	any further limitations specified in the maintenance policy manual.	-

#### PRICE ADJUSTMENT AND CONDITIONS

Prices quoted to the City shall be based on percentage discounts from manufacturer's published price lists. Percentage discounts shall not be decreased but may be increased for the duration of the Contract, but said manufacturer's published price list may be subject to fluctuation in accordance with changes issued by the manufacturer. Price lists shall be submitted with bid, and must be in effect at time of bid opening and shall not be subject to change for a period of 90 days after bid opening.

If prices on the price lists are raised, the City reserves the right to accept such raises, or to cancel such items from the Contract, or terminate the Contract in its entirety, without further obligation by either party in the event price increases are not acceptable. Contractor shall immediately notify the City Purchasing Agent in writing of such price increases, and shall immediately give the City the benefit of any decline in prices effective on the date of such decline. Requests for price increases shall be accompanied by a manufacturer's price list or regularly published price list of the Contractor, which will substantiate the request for the price change.

Changes in price shall be effective on the date the notice of change is received by the City Purchasing Agent, or at a later date designated by the Contractor. Price increases shall not be retroactive.

Specifications and conditions herein shall supersede any conflicting conditions in price lists. Three copies of new or revised price lists shall be sent immediately to the City of Long Beach Purchasing Division, 333 West Ocean Blvd., Long Beach, California 90802. Price lists shall show vendor's name along with the City Contract Number or Blanket Purchase Order Number.

#### LIQUIDATED DAMAGES

Time is of the essence. If delivery is not completed by the time stated previously for delivery, Contractor acknowledges and agrees that such delay would seriously affect the public welfare and the operation of the City and that damages for such delay would be impracticable or extremely difficult to determine. The parties agree that the sum of \$100 per day for each day of delay for each order shall be fixed as liquidated damages (and not as a penalty or forfeiture for breach). Liquidated damages shall apply where delivery is delayed beyond the time stated and where delivery of materials to replace

listed below, within the scope of work shown and subject to any further limitations specified in the maintenance policy manual.

Rating Scope of work Effective Date

#### **DEFAULT BY CONTRACTOR / TERMINATION**

Notwithstanding anything to the contrary in these Specifications or in the Purchase Order, the City may terminate this Contract without liability for damages when, in the City's sole opinion, the Contractor is not diligently performing or otherwise not complying in good faith with the Contract, has become insolvent, has assigned or subcontracted any part of the work without the consent of the City, or has otherwise defaulted in performance of the Contract.

#### CONTRACT ENFORCEMENT

The Contractor or its authorized representative shall meet periodically, at the discretion and convenience of the City, with an authorized representative of the City to address any problems or other issues. All scheduled and regular service functions shall be completed prior to this meeting.

The City reserves the right to perform inspections at any time for the purpose of monitoring performance. The Contractor shall cooperate with the City representative(s) in the review and monitoring of Contractor's performance, records and procedures.

At the request of the City, the Contractor, or its appropriate representative, shall attend meetings as deemed necessary by the City, for the purposes of orientation, information, amendments to the Contract and description of City policies and procedures.

In the event the City commences legal proceedings for the enforcement of the Contract and is the prevailing party, the City shall be entitled to an award of attorney's fees and costs incurred in the action.

### LAWS AND REGULATIONS

Contractor shall conduct all aspects of its operation in compliance with all state and federal laws and regulations.

Contractor shall immediately inform the City of any investigation, citation or legal action by any state or federal agency related to Contractor's obligations under this Contract, and shall defend, indemnify and hold the City, its officials and employees harmless from all liability, claim, cause of action, loss, fines, penalties, corrective measures, costs, and expenses (including attorney's fees) the City may sustain by reason of Contractor's failure to comply with any state or federal law, regulation or rule.

#### **SUBCONTRACTING**

No performance of this Contract or any portion thereof may be assigned or subcontracted by Contractor without the prior written consent of the City. Any attempt by the Contractor to assign or subcontract any performance of the terms of this Contract without City's consent shall be null and void and shall constitute a default under this Contract. In the event of such a default, the City may immediately terminate this Contract without liability for damages.

If the City consents to assignment or subcontracting, each term and condition of this Contract shall extend to and be binding on and inure to the benefit of the assignees, successors and administrators of the respective parties.

p	If the City consents to subcontracting, the Contractor shall include in all subcontracts
	the following provision: "This Contract is a subcontract under the terms of a prime
* ·	Contract with the City of Land Darah All provisions of that with Contract shall apply to
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BID TO FURNISH AND DELIVER PARTS AND SERVICE TO OVERHAUL AND REPAIR HELICOPTER ENGINES FOR CITY OF LONG BEACH PUBLIC WORKS DEPARTMENT, FLEET SERVICES BUREAU.				
WE ARE PLEASED TO SUBMIT THIS BID IN ACCORDANCE WITH THE CITY OF LONG BEACH INVITATION TO BID, SPECIFICATIONS AND TERMS AND CONDITIONS TO FURNISH AND DELIVER THE FOLLOWING EQUIPMENT MATERIAL, SUPPLIES OR SERVICES FOB DESTINATION CITY OF LONG BEACH.				
SALES TAX				
UNIT EXTENSION PRICES STATED HEREIN SH	IALL <b>NOT</b> INCLUDE SALES TA	Χ.		
SUMMARY OF BID	<u>ITEMS</u>			
<ol> <li>Discounts shall be submitted using the current Turbomeca manufacturer's pric list as published by Turbomeca. Bidder shall furnish parts as listed in currer manufacturer's catalogs and/or price lists.</li> </ol>				
New Parts	% off list			
a) New Parts, Outright	List Price + 5% %			
b) New Parts, Embodied	List Price + 5% %			
c) Exchange/Overhauled Parts List Price + 5% %				
d) Tooling	List Price + 5% %			
Price List No. 2006 Turbo-Shaft Engines Helicopters Arrie				
Applicable Price Column	(enclose copy)			

### **SUMMARY OF BID ITEMS** (continued)

2. Enter the total cost for **exchange** of the following airframe components installed in the City's helicopters as listed in the Turbomeca, Maintenance Manual, Chapter 5 and Service Letters, 2070/00/AR2B/14. Note: Costs shall reflect discount. Actual price charged for overhaul shall not exceed 10% of the price quoted. Overhauls shall be billed using cost for labor and actual materials replaced.

#### Per Engine

Module M01	\$	23,415.00
Module M02	\$	33,306.00
Module M03	\$	144,018.00
Module M04	\$	32,697.00
Module M05	\$	33,757.00
Control and Monitoring Harness	\$	5,257.00
Control Harness (Regulation Harness 7150001020)	\$	5,811.00
Igniter Plug	\$	To Be Determined
Injector	\$	To Be Determined
Junction and Turbine 4.5, Confirmation Box	\$	1,885.00
Alternator	\$	To Be Determined
Torque Confirmation Box	\$	672.00
Speed Sensor	\$	To Be Determined
Exhaust Pipe	\$	To Be Determined
Adjusted Valve Assembly (Fuel Valve 73140001010)	\$	8,505.00
Digital Engine Control Unit	\$	37,213.00
Pump and Metering Unit Assembly	\$	34,650.00
Ignition Unit	\$	To Be Determined
Bleed Valve	\$	5,967.00
P3 Transmitter	\$	To Be Determined
Speed Sensor (N1)	\$	To Be Determined
Speed Sensor (N2)	\$	To Be Determined
Pyrometric Harness	\$	To Be Determined
Oil Pump	\$	6,909.00
Valve Assembly (Oil Valve 79250001010)	\$	1,928.00
Low Oil Pressure Switch	\$	To Be Determined
Low Fuel Pressure Switch	\$	To Be Determined
Visual Pre-blockage Indicator (Oil Filter)	\$	To Be Determined
Electrical Magnetic Plug	\$	To Be Determined
Pre-blockage Pressure Switch (Fuel Filter)	\$	To Be Determined
Freewheel Assembly	\$	11,452.00
Total Cost:	\$	387,442.00 + TBD *
	Ψ,	

<sup>\*</sup> Pricing shown as "TBD" = "To Be Determined" are for those items for which the price is not published, and which vary according to the condition of each unit. Prices will be determined and quoted as the need for each item arises.

# **SUMMARY OF BID ITEMS** (continued)

a	) Enter the average estimate for overhaul of the following airframe components installed in the City's helicopters as listed in the Turbomeca, Maintenance Manual, Chapter 5 and Service Letters, 2070/00/AR2B/14. Note: Costs shall reflact discount. Actual price charged for overhaul shall not exceed 109/ of price.
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### **SUMMARY OF BID ITEMS** (continued)

d) WARRANTY: Bidder shall state hour or calendar life warranty on all work performed on the airframe, and/or airframe accessories, modification, overhaul, and/or repair of the airframe, time life components and/or accessories.

	Work/Workmanship Performed	<u>Hours</u>	<u>Months</u>	Minimum Warranty	
1)	Engine Modification (Labor)	Next Overhaul	36		
2)	New Parts	1,000	24	1500 cycles	
3)	Exchange/Overhaul Parts Components	800	9	1200 cycles	
4)	Engine Time Life Components (New)	1,000	24	1500 cycles	
5) ·	Engine Accessories (New)	1,000	24	1500 cycles	
DELIVERY (PARTS/MATERIALS): 2 days after receipt of order. (If time shown is more than two (2) working days after receipt of order, bid may be disqualified.)					
DELIVERY (OVERHAUL): 30 days after receipt of order. (If time shown is more than thirty (30) working days after receipt of order, bid may be disqualified.)					
PAYMENT TERMS: Net 30 Days					



# 2006 PRICE LIST TURBO-SHAFT ENGINES HELICOPTERS ARRIEL

COMPLETE ENGINE VERSION	HELICOPTER	NEW SPARE ENGINE PRICE
ARRIEL		USD
1A1	SA 365 C1	-
1B	AS 350 B/BA	-
1D	AS 350 B1/L1	-
1D1	AS 350 B2 - 550 U2	555 500
1A2	SA 365 C2	-
1C	SA 365 C3/N	-
1C1	SA 365 N1	•
1C2	AS 365 N2	
1M	SA 365 F	-
1 <b>M1</b>	SA 365 K/F1 - 565 UA/AA/MA/SA	-
1E2	BK 117 C1 - EC 145	568 000
2B - 2B1 (1)	AS 350 B3 - EC 130 - 550 U3/A3/C3	597 600
2C - 2C1 (1)	AS 365 N3 - EC 155 B - 565 UB/AB/MB/SB	610 000
2C2 (1)	EC 155 B1	654 500

#### (1) The values do not include the FADEC.

Note 1 : Standard exchange fixed price for modular engine will be quoted upon request.

Note 2: Optional material: container for long storage, prices upon request.



### 2006 PRICE LIST **TURBO-SHAFT ENGINES HELICOPTERS ARRIEL Modules**

		NEW SPARE MODULE PRICE	STANDARD EXCHANGE FIXED
			PRICE
MODULES	Version		
ARRIEL	" " · · · · · · · · · · · · · · · · · ·	USD	USD
		(1)	(2)
	1A1/1A2	_	21 850
MODULE 1	1B	lii	21 850
ACCESSORIES	1C/1C1/1D/1M	47 400	21 850
BOX	1D1/1C2/1M1	47 400	22 840
BOX	1E2	57 200	22 840
	2B/2B1	57 700	22 300
		59 300	23 020
	2C/2C1	1 1	
	2C2	60 700	23 610
	1A1	-	32 480
MODULE 2	1A2	•	32 480
AXIAL	1B	-	32 480
COMPRESSOR	1C/1C1	62 400	32 480
	1D/1D1/1C2/1M/1M1	62 400	32 480
	1E2	62 400	32 480
	2B/2B1	62 400	31 720
	2C/2C1	63 800	32 290
	2C2	67 800	34 260
	1A1/1A2	-	121 060
MODULE 3	1B (3)	_	121 060
GAS	1C/1C1/1D/1M	244 000	121 060
GENERATOR	1D1	257 500	132 920
	1C2/1M1	263 200	132 920
	1E2	268 800	132 920
	2B/2B1	305 300	137 160
	2C/2C1	310 600	139 540
	2C2	326 000	146 440
	1A1/1A2	320 000	31 880
MODULE 4	····· ·· =		
MODULE 4	1B		31 880
POWER	1C/1C1/1D	62 400	31 880
TURBINE	1D1/1C2/1M/1M1	62 400	31 880
	1E2	62 400	31 880
	2B - 2B1	62 400	31 140
	2C/2C1	63 500	33 940
	2C2	64 900	34 790
	1A1/1A2	-	31 180
MODULE 5	18	-	31 180
REDUCTION	1C/1C1/1D	51 700	31 180
GEAR	1D1/1C2/1M/1M1	51 700	31 180
	1E2	54 800	32 130
	2B/2B1	56 200	32 150
	2C/2C1	57 500	32 950
	2C2	69 000	39 570

<sup>(1)</sup> The prices include the delivery of the module and its assembly kit in wooden case.
(2) Life limited parts and design changes excluded.
(3) Amount for ARRIEL 1B (TU148) engine.

Note: Optional material: container for long storage, prices upon request.



or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.

- C. Contractor shall procure and maintain at Contractor's expense for the duration of the Contract the following insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Contract by Contractor, his agents, representatives, employees or subcontractors:
  - (1) Comprehensive General Liability: \$1,000,000 combined single limit for each occurrence or \$2,000,000 General Aggregate for bodily injury, personal injury and property damage, including products and completed operations coverage.
    - The City, its officials, employees and agents shall be named as additional insured's as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor.
  - (2) Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.
  - (3) Workers' Compensation as required by the California Labor Code and employers Liability limits of \$1,000,000 per accident.

Any self-insurance program and self-insured retention must be separately approved in writing by the City.

Each insurance policy shall be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after thirty (30) days prior written notice to the City.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California or carriers with a rating of or equivalent to A: VIII by A. M. Best & Company. Any deviations from this rule shall require written approval from the City's Purchasing Agent.

All coverage's for subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.

Contractor shall furnish the City with certificates of insurance and original endorsements providing coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

#### 2006 PRICE LIST Accessories overhaul and standard exchange ARRIEL 1

Mary ATATOO CA	(Deat pyons to					haine s			Parl Stimbar	Ropale	100	Herriar ke
77 319 001 010	TACHOMETRIC BOX	1A/18	22.578	cymur	1E2		1M		TWEET CONTRACT	1	request	Depend on standard
79 250 001 010 72 610 001 350	ANT) RETURN OIL VALVE	1A	10	1D	1E2	_	1M	***************************************		365,27 385,27	528,01 528,01	
73 161 001 100	STARTING VALVE	1A/18 1A/1B	10	1D	1E2		1M		0174075090	1 187,72	1 354,55	Uneconomical repair
73 143 001 080	PRESSURIZING VALVE	1A/18	10	1D	1E2		1M			508,37	692,87	
73 162 001 100	OVERSPEED BLEED VALVE	1A/18	1C	10	1	Ež	1M			2 512,66	2 889,56	
73 142 001 070	STARTING ELECTRO	IA/IB IA/IB IA/IB	1C 1C 1C	10 10 10 10	162 162 162 162		1M 1M 1M 1M		9550147300 9550147560 9580112420	2 890,00	2 868,00	Uneconomical repair Uneconomical repair Uneconomical repair
71 510 001 200	CONTROL HARNESS	1A/1B		10	10 182		1M		0301067400	2 954,48 7 333,75	3 787,39 8 597,38	
74 110 001 020	HE GENERATOR	18/18	10	10	1E2		1M					Uneconomical repair
77 210 001 020	PYROMETRIC HARNESS	1A/18	1Ç 1Ç	10 10			1M 1M	*****	0301017690	1 604,90	1 829,09	Uneconomical repair
79 310 001 020	PRESSURE SWITCH	1A/1B	IC	10	1 <b>E</b> 2		114		9560137630	834,37	1 060,47	Uneconomical repair
72 610 002 020	ON PUMP	1//18	10	1D	162		1M			4 190,07	5 317,94	
72 150 001 400 77 150 001 020	TORQUE PRESS TRANSMITTER	1A/1B	10		1E2		1M		9550185750	1 515,99	1 860,28	Uneconomical repair
75 310 002 200		1A/1B								4 450,25	5 235,59	
75 310 001 200	SLEED VALVE		10	1D			1 <b>M</b>			4 450,25	<b>5 235,59</b>	
75 310 001 200					1E2				9550164740	4 450,25	5 235,59	
72 011 001 200	Free Wheel Shaft assy	18 19 18		1D					0292907090 0292907170	8 734,39	8 B16,25	Uneconomical repair Uneconomical repair
73 145 001 020	ASTATIC VALVE				1E2					686,47	984,72	
77 501 001 010	ECP UNIT	****					1M			3 517,73	3 953,45	

It replaced part has a lower standard then shipped part, modifications costs will be invoiced in addition.
The prices are exclusive of laxes, FCA, for a material complete and not accidented, having a normal wear. Beyond these conditions, an estimate will be submitted to the customer for agreement. Packing and inhibiting in accordance with specification RREC 001.
The current general sa've and wateraty conditions of TURBOMECA applied.
Overhaul leadlines about : 90 days provided that the equipment is complete and the documentation up-dated.

NOTE: Standard Exchanges only within the limits of our stock evallability.

# 2006 PRICE LIST Accessories overhaul and standard exchange ARRIEL 1

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	and nurchase order number. The City reconves the right to accord or reject any price
	and purchase order number. The City reserves the right to accept or reject any price
	increase, and to cancel the renewal notice if price increases are not acceptable.
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#### **FUTURE AMENDMENTS**

The City reserves the right to amend terms and conditions that may become necessary. Any such revisions shall be accomplished by an amendment to the Contract and executed by the Contractor and the City.

### **BASIS OF AWARD**

Quantities will not be considered in making this award. The award will be based on the unit prices given. The City will award all items to one Contractor.

#### **BOND PROVISIONS**

N/A

# **Certificate of Approval**

This is to certify that

### ACROHELIPRO Global Services Inc.

of

Richmond, BC, CANADA

# **Approved Organization**

231-91

is approved pursuant to AWM 563 for the

#### **DISTRIBUTION** and **CERTIFICATION**

of previously certified aeronautical products.

The scope of privileges is limited to, and is conditional upon, compliance with the approved procedures and limitations specified in the organization's Product Control System Manual.

Signed:

For the Minister of 1

Supersedes certificate dated: \_\_\_\_

2001-05-26



This Certificate is not transferable. The approval is valid until surrendered, suspended or carceled,

**Canadä** 

# **Certificate of Approval**

This is to certify that

### ACROHELIPRO Global Services Inc.

of

#### Richmond, BC

# **Approved Maintenance Organization**

231-91

is approved pursuant to CAR 573.02 for the maintenance of aeronautical products, and holds ratings in the following categories:

> Aircraft **Avionics** Components **Engines Instruments NDT Structures** Welding

The scope of privileges applicable to each category is limited to that specified in the respective rating documents that accompany this certificate, and is conditional upon compliance with the approved procedures and limitations specified in the organization's maintenance policy manual.

Signed:

Dated: 2004-11-16

Supersedes certificate dated: 2004-11-15



This Certificate is not transferable. The approval is

Canadä

- Engine Category -

# ACROHELIPRO Global Services Inc.

	Approved Maintenance Organization 231-91	
_	is authorized to perform maintenance, other than specialized welding or non-destructive	
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## - Aircraft Category -

# ACROHELIPRO Global Services Inc.

Approved Maintenance Organization 231-91

is authorized to perform maintenance, other than specialized maintenance, on aircraft of the types listed below, within the scope of work shown and subject to any further limitations specified in the maintenance policy manual.

Rating	Scope of work	Effective Date
Sikorsky S58T series helicopters	All non-specialized work	2004-11-15
Sikorsky S61 series helicopters	All non-specialized work	2004-11-15
Sikorsky S76 series helicopters	All non-specialized work	2004-11-15

Issued: 2004-11-16 Signed: Supersedes certificate dated: 2004-11-15



# - Aircraft Category -

# ACROHELIPRO Global Services Inc.

**Approved Maintenance Organization 231-91** 

is authorized to perform maintenance, other than specialized maintenance, on aircraft of the types listed below, within the scope of work shown and subject to any further limitations specified in the maintenance policy manual.

Rating	Scope of work	Effective Date
Bell 204/205 series helicopters	All non-specialized work	2004-11-15
Bell 206 series helicopters	All non-specialized work	2004-11-15
Bell 212/412 series helicopters	All non-specialized work	2004-11-15
Bell 214 series helicopters	All non-specialized work	2004-11-15
Bell 222 series helicopters	All non-specialized work	2004-11-15
Bell 230 series helicopters	All non-specialized work	2004-11-15
Bell 407 series helicopters	All non-specialized work	2004-11-15
Bell 427 series helicopters	All non-specialized work	2004-11-15
Bell 430 series helicopters	All non-specialized work	2004-11-15
Bolkow (MBB) BO 105 series helicopters	All non-specialized work	2004-11-15
Eurocopter (Aerospatiale) AS 350 Astar series helicopters	All non-specialized work	2004-11-15
Eurocopter (Aerospatiale) AS 355 Twinstar series helicopters	All non-specialized work	2004-11-15
MD Helicopters (Hughes 369) 500 series helicopters	All non-specialized work	2004-11-15
:	B. Tefiles	Supersedes certificate dated: 2004-11-15





### - Avionics Category -

### ACROHELIPRO Global Services Inc.

Approved Maintenance Organization 231-91

is authorized to nerform maintenance, on avionics systems and equipment of the kinds

No "minimum order" bids are permitted. Bids indicating a minimum order will be rejected.

#### BLANKET PURCHASE ORDER (BPO)/AUTHORIZED PERSONNEL

A Blanket Purchase Order (BPO) will be sent to the Contractor by the City Purchasing Agent. City personnel authorized to make releases (purchase orders) against the BPO will be indicated on the BPO. Shipment and/or services shall be made against the BPO release number. Releases shall be allowed only if the appropriate BPO number is indicated on the BPO release issued by authorized personnel in the Department. Contractor must reference BPO release number and not the BPO number on all invoices.

#### INVOICING/PAYMENT FOR SERVICES

Contractor shall submit, upon completion of each engine maintenance, overhaul or repair, a uniquely numbered invoice describing the following:

- 1. Engine serial number for each job completed, description of work and cost.
- 2. A complete breakdown of the hours of labor involved for the engine maintenance performed. Labor rates shall be as indicated in the Summary of Bid Items.
- 3. Cost of materials and related supplies used shall be described.

The Contractor shall submit original invoices to the City of Long Beach, Accounts Payable, 333 W. Ocean Blvd., 6<sup>th</sup> Floor, Long Beach, CA 90802, and one copy to the City of Long Beach, Fleet Services Heliport, 3501 North Lakewood Blvd., Long Beach, CA 90809-1736.

#### **PRICES**

The City, at its option, shall determine whether to purchase the parts listed in Bid Item No. 3, with or without an exchange. If no exchange is made, the City shall pay the prices for said parts at the discount from the "list price" shown in Bid Item No. 1.

## - Component Category -

# ACROHELIPRO Global Services Inc.

Approved Maintenance Organization 231-91

is authorized to perform maintenance, other than specialized welding or non-destructive testing, on the kinds of components listed below, within the scope of work shown and subject to any further limitations specified in the maintenance policy manual.

Rating	Scope of work	Effective Date
Dynamic components	As specified in company manual	1998-06-19
Electrical components	As specified in company manual	1998-06-19
Electrical systems	As specified in company manual	1998-06-19
Engine components & accessories	As specified in company manual	1998-06-19
Hydraulic components	As specified in company manual	1998-06-19
Landing gear components	As specified in company manual	1998-06-19
Rotor blades	As specified in company manual	1998-06-19

Issued: 2004-11-16 Signed: Por the Musicer of Fansport

Supersedes certificate dated:

1998-06-19





## - Instrument Category -

# ACROHELIPRO Global Services Inc.

Approved Maintenance Organization 231-91

is authorized to perform specialized maintenance, on instruments of the kinds listed below, within the scope of work shown and subject to any further limitations specified in the maintenance policy manual.

Rating	Scope of work	Effective Date
Miscellaneous instruments or display devices	As specified in company manual	2004-11-15
Pitot-Static instruments	As specified in company manual	2004-11-15

sued: 2004-11-16 Signed: B Tredlin For the Manager of Transport

Supersedes certificate dated:

2004-11-15



## - NDT Category -

# ACROHELIPRO Global Services Inc.

Approved Maintenance Organization 231-91

is authorized to inspect aeronautical products, using the Non Destructive Testing techniques listed below, within the scope of work shown and subject to any further limitations specified in the maintenance policy manual.

Rating	Scope of work	Effective Date
Eddy current inspection	As specified in company manual	1998-06-19
Liquid penetrant inspection	As specified in company manual	1998-06-19
Magnetic particle inspection	As specified in company manual	1998-06-19
Ultrasonic inspection	As specified in company manual	1998-06-19



2004-11-16 Supersedes certificate dated:

1998-06-19



## - Structure Category -

# ACROHELIPRO Global Services Inc.

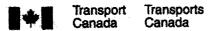
Approved Maintenance Organization 231-91

is authorized to perform maintenance, other than specialized welding or non-destructive testing, on the kinds of structures listed below, within the scope of work shown and subject to any further limitations specified in the maintenance policy manual.

Rating	Scope of work	Effective Date
Composite Structures	As specified in company manual	2004-11-15
Sheet Metal Structures	As specified in company manual	2004-11-15
Tubular Structures	As specified in company manual	2004-11-15
Wooden Structures	Repair and modification	2004-11-15

Issued: 2004-11-16 Signed: Supersedes certificate dated: 2004-11-15





# - Welding Category -

# ACROHELIPRO Global Services Inc.

Approved Maintenance Organization 231-91

is authorized to repair and modify aeronautical products by means of the welding techniques listed below, within the scope of work shown and subject to any further limitations specified in the maintenance policy manual.

Rating	Scope of work	Effective Date
Arc Welding	As specified in company manual	1998-06-19
Gas Welding	As specified in company manual	1998-06-19
Resistance (spot and seam) Welding	As specified in company manual	1998-06-19

isued: 2004-11-16 Signed: En Technology (From the Minister of Transport

Supersedes certificate dated:

1998-06-19

