

**THE CITY OF OKLAHOMA CITY**  
A Municipal Corporation

**PRICING AGREEMENT**

APPROVED by the Council and SIGNED by the Mayor of The City of Oklahoma City this

17TH day of DECEMBER, 2024.

ATTEST:

Amy K Simpson  
CITY CLERK



David Holt  
MAYOR

Reviewed for form and legality.

Jonathan Garcia  
ASSISTANT MUNICIPAL COUNSELOR

Supplier: **Sterling Corporation dba Sterling Helicopter**

**BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION  
STATEMENT**

**BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS  
DOCUMENT PRIOR TO SUBMITTING IN THE ELECTRONIC BID SYSTEM**

**Please be aware that typing in your password acts as your electronic signature, which is  
just as legal and binding as an original signature.**

(See Electronic Signatures in Global and National Commerce Act for more information.)

**THIS DOCUMENT MUST BE ELECTRONICALLY SIGNED AND SUBMITTED WITH THE BID  
OR THE BID WILL BE REJECTED**

**INSTRUCTIONS:** This document MUST be electronically signed and submitted with the bid for the bid to be valid. Failure to electronically sign the this document prior to submitting the electronic bid will result in rejection of your bid. This document constitutes your bid and will be the Pricing Agreement/Contract document under which you are to perform, should your bid be accepted, so it must be properly and completely executed. It is, therefore, essential that you are aware of its terms, as well as those contained in the specifications.

Submit this electronically signed document, along with all accompanying documents:

THIS PRICING AGREEMENT/CONTRACT is made and entered into, by and between **Sterling Corporation dba Sterling Helicopter** hereinafter referred to as "Bidder" and The City of Oklahoma City, a municipal corporation, or a participating Public Trust of which The City of Oklahoma City is Beneficiary hereinafter referred to as the "Contracting Entity."

WITNESSETH:

WHEREAS, the governing body of the Contracting Entity has approved certain specifications and requested by notice that bids be submitted thereon; and

WHEREAS, this document until executed by the Mayor/Chairman of the Contracting Entity constitutes the Bidder's proposal; and

NOW, THEREFORE, that in consideration of the covenants, agreements and representations as hereinafter set forth, it is mutually agreed by the parties that:

1. The Bidder agrees to sell and deliver to the Contracting Entity, the items of material and/or services, specified in the pricing section of the electronic bid submittal, which is attached hereto and made a part of this Pricing Agreement/Contract. List the prompt payment discount, if any, for this agreement in the space provided below:

Discount for Prompt Payment **0%** Days

2. The Bidder expressly warrants that all articles, material, and/or work covered in this Pricing Agreement/Contract will conform to the specifications and electronic bid documents attached to this bid and are hereby incorporated, as if set forth in full herein; and further warrants that the same shall be of good material and workmanship, and free from defects.

3. The Bidder understands that all bids are to be submitted in U.S. dollars at a firm price. Bids submitted in any currency other than U.S. dollars will be rejected.

4. The Bidder also understands that all invoices shall be submitted in U.S. dollars and agrees to accept payment in U.S. dollars as full satisfaction of the invoiced amount.

5. If any of the goods fail to meet the warranties contained in Paragraph 2, above, the Bidder, upon notice from the Contracting Entity, shall promptly correct or replace the same at the Bidder's expense. If the Bidder shall fail to so do, the Contracting Entity may cancel this order as to all such goods, and in addition, may cancel the then remaining balance of this order. After notice to the Bidder, all such goods will be held

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at the Bidder's risk. The Contracting Entity may, at the Bidder's direction, make available such goods to be returned to the Bidder at the Bidder's risk, and all transportation charges, both to and from the original destination, shall be paid by the Bidder. Any payment for such goods shall be refunded by the Bidder unless the Bidder promptly corrects or replaces the same at the Bidder's expense.

6. The Contracting Entity agrees to pay to the Bidder the price and amount in accordance with Paragraph 1 above, based on the quantity actually purchased, upon delivery to and acceptance by the Contracting Entity, of the material and/or service[s] above described and upon the filing by the Bidder, and approval by the Contracting Entity, of a verified claim for the amount due.

7. The Bidder agrees, in connection with the performance of work under this Pricing Agreement/Contract:

a. That the Bidder will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, national origin, ancestry or disability. The Bidder shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, age, national origin, sex, ancestry or disability. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Bidder agrees to post, in a conspicuous place available to employees and applicants for employment, notices to be provided by the City Clerk/Secretary of the Contracting Entity setting forth the provisions of this section, and;

b. That the Bidder agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Pricing Agreement/Contract.

8. In the event of the Bidder's non-compliance with the above non-discrimination clause, this Pricing Agreement/Contract may be canceled or terminated by the Contracting Entity. The Bidder may be declared by the Contracting Entity ineligible for further Pricing Agreement[s]/Contract[s] with the Contracting Entity until satisfactory proof of intent to comply is made by the Bidder.

9. The risk of loss or damage shall be borne by the Bidder at all times until the acceptance of goods, properly packed, by the Contracting Entity.

10. This Pricing Agreement/Contract, specifications, electronic bid submittal documents and any attachments constitutes the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, which is not contained in or attached to this Pricing Agreement/Contract. This Pricing Agreement/Contract may not be modified or assigned unless approved in writing and signed by both parties.

11. The parties assume and understand that the variables in the Bidder's cost of performance may fluctuate; consequently, the parties agree that any fluctuations in the Bidder's costs will not alter the Bidder's obligations under this Pricing Agreement/Contract nor excuse performance or delay on the Bidder's part.

12. This Pricing Agreement/Contract shall be inoperative during such period of time that the aforesaid delivery or acceptance may be rendered impossible by reason of fire, Act of God or government regulation. Provided, however, to the extent that the Bidder has any commercially reasonable alternative method of performing this Pricing Agreement/Contract by purchase on the market or otherwise, the Bidder shall not be freed of any obligations hereunder by this clause, even though the goods intended for this Pricing Agreement/Contract were destroyed or their delivery delayed because of an event described above.

13. The shipping or receiving of any goods under this Pricing Agreement/Contract shall not be deemed, or be, a waiver of any right to damages for any prior failure to ship or receive any goods.

14. This Pricing Agreement/Contract shall be governed by the laws of the State of Oklahoma.

15. The Bidder shall be responsible for complying with all applicable federal, state and local laws.

16. If submitting a bid for services, the Bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

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**The undersigned individual states that the Bidder will be bound by all components of its bid, the specification, the terms and conditions of the Pricing Agreement/Contract, and the requirements for Bidders.**

WITNESS the hands of the parties hereto:

**THIS FORM MUST BE ELECTRONICALLY SIGNED AND SUBMITTED WITH THE BID FOR THE BID TO BE VALID**

**Note:** The owner or an officer of the business or corporation may sign this document. A Corporate Seal or a letter of authorization is needed for any other signer. For instance, if a Salesman or Manager signs this form, a letter of authorization or Corporate Seal is to be attached.

**Jason Smith**

Type Name of Authorized Agent

**General Manager**

Title of Authorized Agent

**Sterling Corporation dba Sterling Helicopter, 1226 River Road Croydon PA**

Company Name and Address

**19021**

Zip Code

**215-271-2510**

Telephone Number and Fax Number if any

**BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT**

**Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature.**

(See Electronic Signatures in Global and National Commerce Act for more information.)

**THIS FORM MUST BE ELECTRONICALLY SIGNED AND SUBMITTED WITH THE BID OR THE BID WILL BE REJECTED**

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Supplier: **Sterling Corporation dba Sterling Helicopter**

## NON-COLLUSION AFFIDAVIT

**BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT PRIOR TO SUBMITTING BID**

**Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature.**

**(See Electronic Signatures in Global and National Commerce Act for more information.)**

The undersigned, of lawful age, being duly sworn, upon oath, deposes and says: That the undersigned has the lawful authority to execute the within and foregoing proposal/bid for, and on behalf of, the Proposer/Bidder; that the Proposer/Bidder has not, directly or indirectly, entered into any agreement, express or implied, with any Proposer/Bidder, having for its object the controlling of the price or amount of such proposal/bid, the limiting of the proposals/bids or the Proposers/Bidders, the parceling or farming out to any Proposer/Bidder or other persons, of any part of the Agreement or any part of the subject matter of the proposal/bid, or of the profits thereof, and that Proposer/Bidder has not and will not divulge the sealed proposal/bid to any person whomsoever, except those having a partnership or other financial interest with the Proposer/Bidder in the said proposal/bid, until after the said sealed proposals/bids are opened.

The undersigned further states that the Proposer/Bidder has not been a party to any collusion: among Proposer/Bidders in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from proposing; or with any City/Trust official, City/Trust employee or City/Trust agent as to the quantity, quality, or price in the prospective Agreement, or any other terms of the said prospective Agreement; or in any discussions between the Proposers/Bidders or City/Trust official, City/Trust employee or City/Trust agent concerning the exchange of money or other thing of value for special consideration in the letting of Agreement. The Proposer/Bidder states that it has not paid, given or donated or agreed to pay, give or donate to any City/Trust official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of Agreement pursuant to this Proposal/Bid.

Witness the hands of the parties hereto:

**The undersigned states that the Proposer/Bidder will be bound by its proposal/bid, the specification, the terms and conditions of the Agreement, and the Requirements for Proposer/Bidders.**

**→ → THIS FORM TO BE COMPLETED BY THE PROPOSER/BIDDER PRIOR TO AGREEMENT APPROVAL ← ←**

**Jason Smith**  
Type Name of Authorized Agent/Representative  
**Sterling Corporation dba Sterling Helicopter**  
Company Name  
**1226 River Road, Croydon PA**  
Address  
**215-271-2510**  
Telephone Number and Fax Number, if any

**General Manager**  
Title  
**19021**  
Zip Code

### TO BE COMPLETED BY THE NOTARY:

State of \* )  
**New-Jersey** ) SSS  
County of \* )  
**Burlington**

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[\*State and County where notarized must be typed in for bid/proposal to be considered.][SAK1]

Signed and sworn to before      **10** day of                      **10**,                      **2024**                      by **Jason M Smith**  
me on this  
[Day]                      [Month]                      [Year]                      [Print the name of the  
agent/representative who signed  
above.]

My Commission Number:      **50152099**                      **Aimee E Del Bello**  
[Oklahoma]                      Type Name of Notary Public  
My Commission Expires:      **02/2026**  
[Date/Year]

[49 Okla. Stat. 2011 §119]

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LETTER OF AUTHORIZATION

THIS LETTER OF AUTHORIZATION MUST BE COMPLETED IF THE ATTACHED LEGALLY BINDING DOCUMENT WAS NOT SIGNED BY THE STATUTORILY AUTHORIZED OFFICER ON BEHALF OF THE CONTRACTING ENTITY.

City of Oklahoma City or related Public Trust:

This letter authorizes Jason M Smith to sign the attached legally binding document on behalf of Sterling Corporation dba Sterling Helicopter

Sincerely,

Signature of Authorizing Officer

President / CEO  
Printed Title

Nov 25, 2024  
Date

Philip C Bidden  
Printed Name of Authorizing Officer

phil@sterlinghelicopter.com  
Email Address of Authorizing Officer

|  |   |
|--|---|
| NOTE: If the Contracting Entity is a(n): |   |
| Corporation                              | The authorizing officer <u>must</u> be: President, Vice-President, Chairperson, or Vice-Chairperson |
| LLC                                      | The authorizing officer <u>must</u> be: Manager, Managing Member, President, or Vice-President      |
| Partnership                              | The authorizing officer <u>must</u> be: General Partner   |
| Joint Venture                            | The authorizing officer <u>must</u> be: An Authorized Officer of Each of the Ventures               |

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Supplier: **Sterling Corporation dba Sterling Helicopter**

**BIDDER MUST ELECTRONICALLY COMPLETE THIS FORM PRIOR TO SUBMITTING BID**

**SUPPLIER CONTACT INFORMATION**

The purpose of this form is to assist various City Departments and Trusts with placing orders.

**Sales Contact:**

Company Name: **Sterling Corporation**

Address: **1226 River Road, Croydon 19021 PA**

Contact Person: **Jason Smith** Email Address: **jason.smith@sterlinghelicopter.com**

Telephone Number: **215-271-2510** Fax Number:

**Billing Contact:**

Company Name: **Sterling Corporation**

Address: **1226 River Road, Croydon 19021 PA**

Contact Person: **Mercy Ramos** Email Address: **mercy.ramos@sterlinghelicopter.com**

Telephone Number: **215-271-2510** Fax Number:

**Service Contact:**

Company Name: **Sterling Corporation**

Address: **1226 River Road, Croydon 19021 PA**

Contact Person: **Jason Smith** Email Address: **jason.smith@sterlinghelicopter.com**

Telephone Number: **215-271-2510** Fax Number:

After Hours Emergency Number(s) **215-271-2510 Option-1**

After Hours Emergency Number(s)  
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After Hours Emergency Number(s)

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**Sterling Corporation dba Sterling Helicopter**

Bid Contact **Aimee DelBello**  
**contracts@sterlinghelicopter.com**  
**Ph 215-271-2510**

Address **1226 River Road**  
**Croydon, PA 19021**  
**Croydon, PA 19021**

| Item #       | Line Item  | Notes  | Unit Price                    | Qty/Unit  | Attch. Docs |
|--------------|--|--|-------------------------------|-----------|-------------|
| 25406--01-01 | Delivery:<br>Delivery  | <b>Supplier Product Code:</b><br><br><b>Supplier Notes:</b><br>5 Business Day for stock items (Sterling Stock).  | <b>First Offer -</b>          | 1 / day   | Y           |
| 25406--01-02 | Delivery:<br>Delivery  | <b>Supplier Product Code:</b><br><br><b>Supplier Notes:</b><br>non-stock items: delivery TBD based on lead time. | <b>First Offer -</b>          | 1 / day   | Y           |
|              |  |  |                               | Lot Total | \$0.00      |
| Item #       | Line Item  | Notes  | Unit Price                    | Qty/Unit  | Attch. Docs |
| 25406--02-01 | Arriel 2D Turbine Engine: Labor to maintain/repair/overhaul Safran Arriel 2D Turbine Engines and Parts | <b>Supplier Product Code:</b><br><br><b>Supplier Notes:</b> off Safran list price                                | <b>First Offer - \$150.00</b> | 1 / hour  | \$150.00 Y  |
|              |  |  |                               | Lot Total | \$150.00    |
| Item #       | Line Item  | Notes  | Unit Price                    | Qty/Unit  | Attch. Docs |
| 25406--03-01 | Website/Catalog: Parts to maintain/repair/overhaul Safran Arriel 2D helicopter turbine engines.        | <b>Supplier Product Code:</b><br><br><b>Supplier Notes:</b> off Safran list price                                | <b>First Offer - 5.00%</b>    | 1 / each  | 5.00% Y     |

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|              |                                     |   |                      |          | Lot Total      | \$0.00   |  |
|--------------|-------------------------------------|---|----------------------|----------|----------------|----------|--|
| Item #       | Line Item                           | Notes   | Unit Price           | Qty/Unit | Attch. Docs    |          |  |
| 25406--04-01 | Additional Information: Attachments | <b>Supplier Product Code:</b><br><br><b>Supplier Notes:</b> - Safran Certified Maintenance Center Certificate<br>- Airbus Premium Service Center Certificate<br>- FAA Certificate<br>- Certificate of Inc.<br>- Capability list | <b>First Offer -</b> | 1 / each | Y              | Y        |  |
|              |                                     |   |                      |          | Lot Total      | \$0.00   |  |
| Item #       | Line Item                           | Notes   | Unit Price           | Qty/Unit | Attch. Docs    |          |  |
| 25406--05-01 | Attachments: Bidder's Current W-9   | <b>Supplier Product Code:</b>   | <b>First Offer -</b> | 1 / each | Y              | Y        |  |
|              |                                     |   |                      |          | Lot Total      | \$0.00   |  |
|              |                                     |   |                      |          | Supplier Total | \$150.00 |  |

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**Sterling Corporation dba Sterling Helicopter**

Item: **Additional Information:Attachments**

**Attachments**

Safran Cert.pdf

Airbus Cert.pdf

FAA.pdf

PA Certificate of Incorporation.pdf

SF21 Capabilities List.pdf

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HELICOPTER ENGINES

 SAFRAN

**CERTIFIED**  
Maintenance Center

**WELCOME TO THE  
SAFRAN HELICOPTER ENGINES  
NETWORK**

**STERLING**  
**HELICOPTER**

  
**Signed**

**Matt HAUGK**  
Vice President, Customer Support

  
**Signed**

**Erik Engelhard**  
Customer Support Manager

**PROXIMITY • QUALITY • PROACTIVITY**

 **SAFRAN**

444210CCKOC

With this certificate, Safran Helicopter Engines authorizes

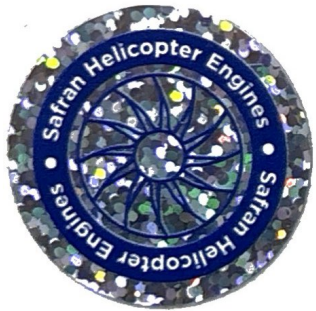
# **STERLING HELICOPTER**

**Croydon, PA - USA**

to perform distribution and maintenance activities in accordance with the contract specifications.



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**For and on behalf of Safran Helicopter Engines**

Original Date:

2019.02.28

Certificate N°:

**0085-19**

Customer Support and Services,  
Quality Vice President:





COXCO1244

AIRBUS



# *Certificate of Designation*

This is to Certify that

STERLING HELICOPTER

Is Hereby Recognized as an Airbus Helicopters  
Premium Service Center for

H120, AS350/H125, EC130/H130, AS355, H135/EC135,  
BK117, EC145/H145, H155, AS365

December 17, 2024

Expiration Date

SC202116

Certificate No.

Jim Selner

Service Center Network Manager

UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION

# Air Agency Certificate

*Number* PN1R406K

*This certificate is issued to*

**STERLING HELICOPTER**

*whose business address is*

**1226 RIVER ROAD  
CROYDON, PA 19021**

*upon finding that its organization complies in all respects  
with the requirements of the Federal Aviation Regulations  
relating to the establishment of an Air Agency, and is  
empowered to operate an approved* **REPAIR STATION.**

*with the following ratings:*

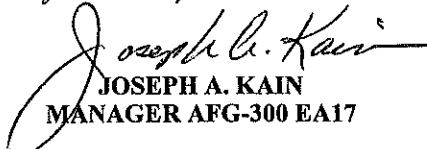
**LIMITED AIRFRAME (6/2/97)  
LIMITED ENGINE (6/2/97)  
LIMITED ACCESSORY (12/15/98)  
LIMITED RADIO (8/15/07)**

*This certificate, unless canceled, suspended, or revoked,  
shall continue in effect* **INDEFINITELY.**

*Date issued:*

**JUNE 23, 1986**

*By direction of the Administrator*

  
**JOSEPH A. KAIN  
MANAGER AFG-300 EA17**

**This Certificate is not Transferable, AND ANY MAJOR CHANGE IN THE BASIC FACILITIES, OR IN THE LOCATION THEREOF,  
SHALL BE IMMEDIATELY REPORTED TO THE APPROPRIATE REGIONAL OFFICE OF THE FEDERAL AVIATION ADMINISTRATION**

**Any alteration of this certificate is punishable by a fine of not exceeding \$1,000, or imprisonment not exceeding 3 years, or both**

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## STERLING HELICOPTER REPAIR STATION CAPABILITIES LIST SF21 Rev-2 (10/26/2020)

| Limited Rating | TC Holder                           | Make/Model   | Series     |
|----------------|-------------------------------------|--------------|------------|
| Airframe       | Agusta S.p.A.                       | A109         | All        |
| Airframe       | Agusta S.p.A.                       | A119         | All        |
| Airframe       | Agusta S.p.A.                       | AW139        | All        |
| Airframe       | Airbus Helicopters                  | AS-350       | All        |
| Airframe       | Airbus Helicopters                  | AS355        | All        |
| Airframe       | Airbus Helicopters                  | AS-365       | All        |
| Airframe       | Airbus Helicopters                  | EC120        | B          |
| Airframe       | Airbus Helicopters                  | EC130        | All        |
| Airframe       | Airbus Helicopters                  | EC155        | All        |
| irframe        | Airbus Helicopters Deutschland GmbH | EC135        | All        |
| Airframe       | Airbus Helicopters Deutschland GmbH | MBB-BK 117   | All        |
| Airframe       | Airbus Helicopters Deutschland GmbH | EC145 / H145 | All        |
| Airframe       | Bell Helicopter Textron (Canada)    | 206          | All        |
| Airframe       | Bell Helicopter Textron (Canada)    | 222          | All        |
| Airframe       | Bell Helicopter Textron (Canada)    | 230          | N/A        |
| Airframe       | Bell Helicopter Textron (Canada)    | 407          | N/A        |
| Airframe       | Bell Helicopter Textron (Canada)    | 412          | 412, 412EP |
| Airframe       | Bell Helicopter Textron (Canada)    | 427          | N/A        |
| Airframe       | Bell Helicopter Textron (Canada)    | 429          | N/A        |
| Airframe       | Bell Helicopter Textron (Canada)    | 430          | N/A        |
| Airframe       | Bell Helicopter Textron (Canada)    | 505          | N/A        |
| Airframe       | Hiller Aircraft                     | 12E          | N/A        |
| Airframe       | MD Helicopter Inc.                  | 369          | D/E/F/FF   |
| Airframe       | MD Helicopter Inc.                  | 500N         | N/A        |
| Airframe       | MD Helicopter Inc.                  | 600N         | N/A        |
| Airframe       | MD Helicopter Inc.                  | MD900        | All        |
| Airframe       | Scotts – Bell 47 Inc.               | 47           | All        |
| Airframe       | Sikorsky                            | S-76         | All        |

Approved, Sterling Helicopter (GM):



Date: 4-29-2021

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U.S. Department  
of Transportation  
Federal Aviation  
Administration

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## Operations Specifications

## Table of Contents

## Part A

|  | HQ CONTROL<br>DATE | EFFECTIVE<br>DATE | AMENDMENT<br>NUMBER |
|--|--------------------|-------------------|---------------------|
| 001 Issuance and Applicability   | 02/11/2016         | 01/24/2017        | 8                   |
| 002 Definitions and Abbreviations  | 12/14/2017         | 01/29/2018        | 8                   |
| 003 Ratings and Limitations  | 04/03/2017         | 01/29/2018        | 8                   |
| 004 Summary of Special Authorizations and Limitations  | 09/23/1998         | 12/03/2008        | 3                   |
| 007 Designated Persons   | 12/19/2006         | 12/06/2013        | 5                   |
| 025 Electronic/Digital Recordkeeping System,<br>Electronic/Digital Signature, and Electronic Media | 04/03/2017         | 07/09/2020        | 2                   |
| 449 Antidrug and Alcohol Misuse Prevention Program   | 07/17/2009         | 04/21/2011        | 4                   |

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U.S. Department  
of Transportation  
Federal Aviation  
Administration

Operations Specifications

**A001 . Issuance and Applicability**

**HQ Control: 02/11/2016**

**HQ Revision: 05e**

a. These operations specifications are issued to Sterling Helicopter , a Repair Station located in the United States, pursuant to 14 CFR Part 145, § 145.53. The repair station certificate holder shall conduct operations in accordance with 14 CFR Part 145 and these operations specifications.

The certificate holder's address:

Fixed Location:  
1226 River Road  
Croydon, Pennsylvania 19021

Mailing Address:  
1226 River Road  
Croydon, Pennsylvania 19021

b. The holder of these operations specifications is the holder of certificate number PN1R406K and shall hereafter be referred to as the "certificate holder".

c. These operations specifications are issued as part of this repair station certificate and are in effect as of the date approval is effective. This certificate and these operations specifications shall remain in effect until the certificate for a repair station that is located in the United States is surrendered, suspended, or revoked.

d. U.S./EU Aviation Safety Agreement Repair Station/Maintenance Organization Approvals not authorized.

e. The certificate holder is authorized to use only the business name which appears on the certificate to conduct the operations described in subparagraph a.

Delegated authorities: None

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U.S. Department  
of Transportation  
Federal Aviation  
Administration

Operations Specifications

1. Issued by the Federal Aviation Administration.
2. These Operations Specifications are approved by direction of the Administrator.



Digitally signed by Michael Bauer on behalf of Griffin, Timothy E, Principal  
Avionics Inspector (EA17)

[1] SUPPORT INFO: new non-mandatory template issued by HQ

[2] EFFECTIVE DATE: 1/24/2017, [3] AMENDMENT #: 8

DATE: 2017.01.24 12:41:42 -06:00

3. I hereby accept and receive the Operations Specifications in this paragraph.

Handwritten signature of Jason M. Smith in blue ink.

Smith, Jason M, General Manager

1-26-2017

Date

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U.S. Department  
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Federal Aviation  
Administration

Operations Specifications

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**A002 . Definitions and Abbreviations**

**HQ Control: 12/14/2017**

**HQ Revision: 05d**

Unless otherwise defined in these operations specifications, all words, phrases, definitions, and abbreviations have identical meanings to those used in 14 CFR and 49 U.S.C., as cited in Public Law 103-272, as amended. Additionally, the definitions listed below are applicable to operations conducted in accordance with these operations specifications.

|                                 |   |
|---------------------------------|---|
| <b>BASA</b>                     | The Bilateral Aviation Safety Agreement (BASA) is an executive agreement concluded between the United States and a foreign country for the purpose of promoting aviation safety; also known as an Agreement for the Promotion of Aviation Safety.   |
| <b>Certificate Holder</b>       | In these operations specifications, the term "certificate holder" means the holder of the repair station certificate described in these operations specifications in Part A paragraph A001 and any of its officers, employees, or agents used in the conduct of operations under this certificate.          |
| <b>CAAS</b>                     | Civil Aviation Authority of Singapore   |
| <b>CFR</b>                      | Code of Federal Regulations   |
| <b>Class Rating</b>             | As used with respect to the certification, ratings, privileges of airframes, powerplants, propellers, radios, instruments, and accessories within a category having similar operating characteristics.  |
| <b>EASA</b>                     | European Aviation Safety Agency   |
| <b>EASA Accountable Manager</b> | The manager who has corporate authority for ensuring that all maintenance required by the customer can be financed and carried out to the standard required by the EASA full-member Authority.  |
| <b>EU</b>                       | European Union  |
| <b>Exemption</b>                | An authorization that permits an alternate means of compliance with a specific CFR. The exemption must meet the procedural requirements of 14 CFR Part 11.  |
| <b>FOCA</b>                     | Federal Office of Civil Aviation  |
| <b>FAA Accountable Manager</b>  | A person designated by the certificated repair station who is responsible for and has authority over all repair station operations that are conducted under 14 CFR Part 145, including ensuring that the repair station's personnel follow the regulations and serving as the primary contact with the FAA. |

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U.S. Department  
of Transportation  
Federal Aviation  
Administration

## Operations Specifications

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| <b>Geographic Authorization</b>                                | Authorization provided to a repair station located outside the United States to perform maintenance support under contract for a U.S. air carrier (or an operator of U.S.- registered aircraft under 14 CFR Part 129) at a location other than the repair station's main facility. A geographic authorization is issued by the FAA to respond to a U.S. air carrier's or Part 129 foreign operator's need for maintenance at a station where the frequency and scope of that maintenance does not warrant permanently staffing and equipping the station for its accomplishment. |
| <b>Limited Rating</b>  | A rating issued to repair stations for the performance of maintenance on particular makes and models of airframes, powerplants, propellers, radios, instruments, accessories, and/or parts.  |
| <b>Limited Ratings - Specialized Services</b>                  | Rating issued for a special maintenance function when the function is performed in accordance with a specification approved by the Administrator.  |
| <b>Line Maintenance</b>  | Any unscheduled maintenance resulting from unforeseen events, or scheduled checks where certain servicing and/or inspections do not require specialized training, equipment, or facilities.  |
| <b>MAG</b>   | The Maintenance Annex Guidance (MAG) defines the process that the FAA and EASA undertake in the inspection, findings of compliance certification, and monitoring of repair stations, as well as their joint cooperation in quality assurance and standardization activities in support of the EASA Agreement, Annex 2, Maintenance. The term Maintenance Agreement Guidance (MAG) defines the processes and activities applicable to a specific country under an MIP, and is not associated with the EASA Agreement.   |
| <b>Maintenance</b>   | The inspection, overhaul, repair, preservation, and replacement of parts, but excludes preventive maintenance.   |
| <b>U.S./EU Aviation Safety Agreement, Annex 2, Maintenance</b> | Annex 2 covers the reciprocal acceptance of findings of compliance, approvals, documentation and technical assistance regarding approvals and the monitoring of repair stations/maintenance organizations.   |
| <b>MIP</b>   | Maintenance Implementation Procedures (MIP) are procedures for implementing the provisions of a BASA that apply to maintenance performed under 14 CFR Part 145, Section 145.53(b).   |
| <b>MOE</b>   | A maintenance organization exposition (MOE) pertains to procedural manuals used by maintenance organizations certificated by a foreign country. The MOE along with the FAA Supplement, sets forth the structure and procedures of the repair station to meet the requirements of 14 CFR Part 145 under a MIP.  |

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U.S. Department  
of Transportation  
Federal Aviation  
Administration

Operations Specifications

**Preventive  
Maintenance**

As defined in 14 CFR part 1 and part 43 appendix A,  
subparagraph (c).

**QCM**

Quality Control Manual

**Repair Station located  
in the United States**

A FAA certificated repair station located in the United States.

**Repair Station located  
outside the United  
States**

A FAA certificated repair station located outside of the United States.

**RSM**

Repair Station Manual

1. Issued by the Federal Aviation Administration.

2. These Operations Specifications are approved by direction of the Administrator.



Digitally signed by Michael Bauer on behalf of Griffin, Timothy E, Principal  
Avionics Inspector (EA17)

[1] SUPPORT INFO: New non-mandatory revision

[2] EFFECTIVE DATE: 1/29/2018, [3] AMENDMENT #: 8

DATE: 2018.01.29 12:10:12 -06:00

3. I hereby accept and receive the Operations Specifications in this paragraph.

A handwritten signature in black ink, appearing to read "Jason M. Smith", is written over a horizontal line.

Smith, Jason M, General Manager

2-1-2018

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U.S. Department  
of Transportation  
Federal Aviation  
Administration

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Operations Specifications

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**A003 . Ratings and Limitations****HQ Control: 04/03/2017****HQ Revision: 01a**

The certificate holder is authorized the following Ratings and/or Limitations:

**Class Ratings**

None

**Limited Ratings**

| <b><u>Rating</u></b>     | <b><u>Manufacturer</u></b>            | <b><u>Make/Model</u></b>              | <b><u>Limitations</u></b>   |
|--------------------------|---------------------------------------|---------------------------------------|---|
| Airframe                 | From the Capability List, as amended. | From the Capability List, as amended. | Rotorcraft Only   |
| Airframe                 | All                                   | All Aircraft                          | Altimeter System Test and Inspection I/A/W 14 CFR Part 43, Appendix E. Rotorcraft Only  |
| Engines                  |                                       |                                       | Maintenance (excluding overhaul and hot section maintenance) is limited to engines installed on aircraft listed in the airframe ratings / Capability List, as amended.  |
| Radio - RADAR            | All                                   | Transponders all Makes all Models     | System Test and Inspection I/A/W 14 CFR Part 43, Appendix F. Rotorcraft Only.   |
| Radio - Communications   | Artex                                 | 406- Series B, C, G Models            | ELT Battery Pack Replacement, Registration Information Programming (using ETS/P Handheld Programmer), Test and Inspect as authorized by and in accordance with the current manufacturers' maintenance manuals or other approved data. |
| Accessories - Electrical | Marathon                              | All series                            | Nickel Cadmium aircraft batteries.  |
|                          | Saft                                  | All series                            | Nickel Cadmium aircraft batteries.  |

**Limited Ratings - Specialized Services**

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Sterling HelicopterA003-1  
Amdt. No: 8

Certificate No.: PN1R406K

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U.S. Department  
of Transportation  
Federal Aviation  
Administration

Operations Specifications

Rating

None Authorized.

Specifications

Limitations

1. Issued by the Federal Aviation Administration.
2. These Operations Specifications are approved by direction of the Administrator.



Digitally signed by Michael Bauer on behalf of Griffin, Timothy E, Principal  
Avionics Inspector (EA17)

[1] SUPPORT INFO: non-mandatory revision

[2] EFFECTIVE DATE: 1/29/2018, [3] AMENDMENT #: 8

DATE: 2018.01.29 12:13:21 -06:00

3. I hereby accept and receive the Operations Specifications in this paragraph.

A handwritten signature in black ink, appearing to read "Jason M. Smith".

Smith, Jason M, General Manager

2-1-2018

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U.S. Department  
of Transportation  
Federal Aviation  
Administration

## Operations Specifications

## A004. Summary of Special Authorizations and Limitations

HQ Control: 9/23/1998  
HQ Revision: 010

a. The certificate holder, in accordance with the reference paragraphs, is authorized to:

|  | Reference<br>Paragraphs |
|--|-------------------------|
| Use an approved electronic recordkeeping system, electronic/digital signature, and/or electronic media.          | A025                    |
| Conduct operations choosing to have an antidrug and alcohol misuse prevention program.                           | A449                    |
| Perform work, excluding continuous operations, at additional locations other than at its primary Fixed Location. | D100                    |

b. The certificate holder is *not authorized* and *shall not*:

|   |      |
|---|------|
| Use Exemptions.   | A005 |
| Perform maintenance with NAA ratings where the scope of work is authorized by a BASA/MIP.   | A060 |
| Perform work, including continuous operations, at additional locations other than at its primary fixed location.  | A101 |
| Perform maintenance in accordance with foreign repair station geographic authorizations.  | B050 |
| Perform line maintenance for cert. holders conducting operations under Parts 121 and 135 and for foreign carriers/persons operating U.S. registered aircraft in common carriage under Part 129, apart from D100 which authorizes that work away from station. | D107 |

1. The Certificate Holder applies for the Operations in this paragraph.
2. Support information reference: Request name change to Sterling Helicopter and add A025 to authorization.
3. These Operations Specifications are approved by direction of the Administrator.

Moore, David C.

Principal Maintenance Inspector

EA17

4. Date Approval is effective: 12/3/08

Amendment Number: 3

5. I hereby accept and receive the Operations Specifications in this paragraph.

Bidden, Philip C

FAA Accountable Manager, 145

Date: 12/3/08

Print Date: 12/2/2008

A004-1  
Sterling Helicopter Inc

Certificate No.: PN1R406K

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U.S. Department  
of Transportation  
Federal Aviation  
Administration

## Operations Specifications

**A007 . Designated Persons****HQ Control: 12/19/2006****HQ Revision: 030**

- a. The personnel listed in the following table are designated to officially apply for and receive operations specifications for the certificate holder indicated below.

**Table 1 – Designated Persons to Apply for and Receive Authorizations**

| Title  | Name                 | Parts Authorized |
|--|----------------------|------------------|
| FAA Accountable Manager, 145 / General Manager | Smith, Jason M       | A,D              |
| Compliance Officer                             | Evans, Robert K. Jr. | A,D              |

- b. The following personnel listed in Table 2 are designated by the certificate holder to receive Information for Operators (INFO) messages for the certificate holder as indicated below. A receipt for the information by an operator or person is not required.

**Table 2 – Designated to Receive INFO Messages**

| Name                | Email Address                      | Telephone No. | Type of Information to Receive |
|---------------------|------------------------------------|---------------|--------------------------------|
| Jason M Smith       | jason.smith@sterlinghelicopter.com | 215-271-2510  | ALL                            |
| Robert K. Evans Jr. | bob.evans@sterlinghelicopter.com   | 215-271-2510  | ALL                            |

1. The Certificate Holder applies for the Operations in this paragraph.  
2. These Operations Specifications are approved by direction of the Administrator.



Digitally signed by Gregory J Mihalyak on behalf of Jaeger, Kirk P, Principal  
Maintenance Inspector (EA17)  
[1] SUPPORT INFO: Designated Personnel Change  
[2] EFFECTIVE DATE: 12/6/2013, [3] AMENDMENT #: 5  
DATE: 2013.12.06 08:17:31 -06:00

3. I hereby accept and receive the Operations Specifications in this paragraph.

Smith, Jason M, General Manager

12/6/2013

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U.S. Department  
of Transportation  
Federal Aviation  
Administration

Operations Specifications

**A025 . Electronic/Digital Recordkeeping System,  
Electronic/Digital Signature, and Electronic Media**

**HQ Control: 04/03/2017**

**HQ Revision: 00b**

- a. The certificate holder is authorized to use an acceptable electronic/digital recordkeeping system, described and/or referenced in this paragraph (if none, enter N/A.)

Repair Station Operations Manual SOP 9-1

- b. The certificate holder is authorized the use of the following electronic/digital signature procedures (if none, enter "N/A").

Repair Station Operations Manual SOP 9-1

- c. The certificate holder is authorized to use electronic media for the repair station and quality control manuals, if acceptable (if none, enter "N/A").

Repair Station Operations Manual and Training Manual SOP 1-2 ,1-3 and 9-1

1. Issued by the Federal Aviation Administration.  
2. These Operations Specifications are approved by direction of the Administrator.



Digitally signed by Michael Bauer, Principal Avionics Inspector (EA17)  
[1] SUPPORT INFO: Amended to include electronic recordkeeping and electronic  
signatures  
[2] EFFECTIVE DATE: 7/9/2020, [3] AMENDMENT #: 2  
DATE: 2020.07.09 06:15:13 -05:00

3. I hereby accept and receive the Operations Specifications in this paragraph.

Jason M Smith, General Manager

07/09/2020

Date

Sterling Helicopter

A025-1  
Amdt. No: 2

Certificate No.: PN1R406K

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U.S. Department  
of Transportation  
Federal Aviation  
Administration

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Operations Specifications

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**A449 . Antidrug and Alcohol Misuse Prevention Program****HQ Control: 07/17/2009****HQ Revision: 00a**

- a. The Part 145 repair station certificate holder has elected to implement an Antidrug and Alcohol Misuse Prevention Program, because the certificate holder performs safety-sensitive functions for a 14 CFR Part 121, and 135 certificate holder and/or for a 14 CFR Part 91 operator conducting operations under Section 91.147.
- b. The certificate holder certifies that it will comply with the requirements of 14 CFR Part 120 and 49 CFR Part 40 for its Antidrug and Alcohol Misuse Prevention Program.
- c. Antidrug and Alcohol Misuse Prevention Program records are maintained and available for inspection by the FAA's Drug Abatement Compliance and Enforcement Inspectors at the location listed in Table 1 below:

**Table 1**

|                          | <b>Location &amp; Telephone of Antidrug and Alcohol Misuse Prevention Program Records:</b> |
|--------------------------|--|
| <b>Telephone Number:</b> | A1 (215) 271-2510  |
| <b>Address:</b>          | 1226 River Road  |
| <b>Address:</b>          |  |
| <b>City:</b>             | Croydon  |
| <b>State:</b>            | PA   |
| <b>Zip code:</b>         | 19021  |

- d. Limitations and Provisions.

- (1) Antidrug and Alcohol Misuse Prevention Program inspections and enforcement activity will be conducted by the Drug Abatement Division. Questions regarding these programs should be directed to the Drug Abatement Division.
- (2) The certificate holder is responsible for updating this operations specification when any of the following changes occur:
  - (a) Location or phone number where the Antidrug and Alcohol Misuse Prevention Program Records are kept.
  - (b) If the certificate holder's number of safety-sensitive employees goes to 50 and above, or falls below 50 safety-sensitive employees.
- (3) The certificate holder with 50 or more employees performing a safety-sensitive function on January 1 of the calendar year must submit an annual report to the Drug Abatement Division of the FAA.
- (4) The certificate holder with fewer than 50 employees performing a safety-sensitive function on January 1 of any calendar year must submit an annual report upon request of the Administrator, as specified in the regulations.

The certificate holder has fewer than 50 safety-sensitive employees.

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U.S. Department  
of Transportation  
Federal Aviation  
Administration

Operations Specifications

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1. The Certificate Holder applies for the Operations in this paragraph.
2. Support information reference:
3. These Operations Specifications are approved by direction of the Administrator.



2011.04.21 14:12:16 Central Daylight Time  
Location: WebOPSS  
Digitally signed by Kirk P Jaeger, Principal  
Maintenance Inspector (EA17)

4. Date Approval is effective: 04/21/2011 Amendment Number: 4
5. I hereby accept and receive the Operations Specifications in this paragraph.

Bidden, Philip C, General Manager

2011.04.21 14:08:46 Central Daylight Time  
Location: WebOPSS  
Digitally signed by Kirk P Jaeger on behalf of  
Bidden, Philip C, General Manager

A handwritten signature in black ink, appearing to read "Philip C. Bidden", written over a horizontal line.

Date: 04/21/2011

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U.S. Department  
of Transportation  
Federal Aviation  
Administration

## Operations Specifications

### Table of Contents

#### Part D

|  | HQ CONTROL<br>DATE | EFFECTIVE<br>DATE | AMENDMENT<br>NUMBER |
|--|--------------------|-------------------|---------------------|
| 100 Work to be Performed at a Place Other Than the<br>Repair Station Fixed Location(s) | 11/16/2004         | 12/03/2008        | 3                   |

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U.S. Department  
of Transportation  
Federal Aviation  
Administration

## Operations Specifications

**D100. Work to be Performed at a Place Other Than the  
Repair Station Fixed Location(s)**HQ Control: 11/16/04  
HQ Revision: 050

- a. The certificate holder may perform work at a place other than its Fixed Location (as listed in paragraph A001, and paragraph A101 if issued, of these operations specifications) provided it has the facilities, material, equipment and technical personnel to perform the work authorized in the following table.

Table 1

| Work Authorized                                     | Repair Stations Manual<br>References                             | Quality Control Manual<br>References                             |
|---|--|--|
| All work for which the repair station is rated for. | Sterling Helicopter Repair Station<br>Operations Manual SOP 4-4. | Sterling Helicopter Repair Station<br>Operations Manual SOP 4-4. |

- b. The certificate holder **may not** perform **continuous** operation at a facility other than the station's Fixed Location listed in paragraph A001, and paragraph A101 if issued.
- c. Line Stations. Privileges of a line station, as set forth by the EASA certificate and scope of work and located within the country where the main facility is domiciled are listed in Table 1 are authorized.
- d. Work may be due to a special circumstance or on a recurring basis. If on a recurring basis, the repair station must have procedures in its manual.

1. The Certificate Holder applies for the Operations in this paragraph.  
2. Support information reference: Name change  
3. These Operations Specifications are approved by direction of the Administrator.

  
Moore, David C.

Principal Maintenance Inspector

EA17

4. Date Approval is effective: 12/3/08

Amendment Number: 3

5. I hereby accept and receive the Operations Specifications in this paragraph.

  
Bidden, Philip C

FAA Accountable Manager, 145

Date: 12/3/08

Print Date: 12/3/2008

D100-1  
Sterling Helicopter

Certificate No.: PN1R406K

S416 153

# Commonwealth of Pennsylvania

Department of State



## CERTIFICATE OF INCORPORATION

Office of the Secretary of the Commonwealth  
To All to Whom These Presents Shall Come, Greeting:

Whereas, Under the provisions of the Laws of the Commonwealth, the Secretary of the Commonwealth is authorized and required to issue a "Certificate of Incorporation" evidencing the incorporation of an entity.

Whereas, The stipulations and conditions of the Law have been fully complied with by

STERLING CORPORATION

Therefore, Know Ye, That subject to the Constitution of this Commonwealth, and under the authority of the Laws thereof, I do by these presents, which I have caused to be sealed with the Great Seal of the Commonwealth, declare and certify the creation, erection and incorporation of the above in deed and in law by the name chosen hereinbefore specified.

Such corporation shall have and enjoy and shall be subject to all the powers, duties, requirements, and restrictions, specified and enjoined in and by the applicable laws of this Commonwealth.



Given under my Hand and the Great Seal of the Commonwealth,  
at the City of Harrisburg, this 2nd day  
of March in the year of our  
Lord one thousand nine hundred and eighty-four  
and of the Commonwealth the two hundred eighth

*William R. Davis*

Secretary of the Commonwealth

0799211

DILWORTH PAXSON KALISH & KAUFFMAN


2600 THE FIDELITY BLDG  
PHILADELPHIA, PA 19109



## STERLING HELICOPTER REPAIR STATION CAPABILITIES LIST SF21 Rev-2 (10/26/2020)

| Limited Rating | TC Holder                           | Make/Model   | Series     |
|----------------|-------------------------------------|--------------|------------|
| Airframe       | Leonardo S.p.a.                     | A109         | All        |
| Airframe       | Leonardo S.p.a.                     | A119         | All        |
| Airframe       | Leonardo S.p.a.                     | AW139        | All        |
| Airframe       | Leonardo S.p.a.                     | AW169        | All        |
| Airframe       | Airbus Helicopters                  | AS-350       | All        |
| Airframe       | Airbus Helicopters                  | AS355        | All        |
| Airframe       | Airbus Helicopters                  | AS-365       | All        |
| Airframe       | Airbus Helicopters                  | EC120        | B          |
| Airframe       | Airbus Helicopters                  | EC130        | All        |
| Airframe       | Airbus Helicopters                  | EC155        | All        |
| Airframe       | Airbus Helicopters                  | H160         | All        |
| Airframe       | Airbus Helicopters Deutschland GmbH | EC135        | All        |
| Airframe       | Airbus Helicopters Deutschland GmbH | MBB-BK 117   | All        |
| Airframe       | Airbus Helicopters Deutschland GmbH | EC145 / H145 | All        |
| Airframe       | Bell Helicopter Textron (Canada)    | 206          | All        |
| Airframe       | Bell Helicopter Textron (Canada)    | 222          | All        |
| Airframe       | Bell Helicopter Textron (Canada)    | 230          | N/A        |
| Airframe       | Bell Helicopter Textron (Canada)    | 407          | N/A        |
| Airframe       | Bell Helicopter Textron (Canada)    | 412          | 412, 412EP |
| Airframe       | Bell Helicopter Textron (Canada)    | 427          | N/A        |
| Airframe       | Bell Helicopter Textron (Canada)    | 429          | N/A        |
| Airframe       | Bell Helicopter Textron (Canada)    | 430          | N/A        |
| Airframe       | Bell Helicopter Textron (Canada)    | 505          | N/A        |
| Airframe       | Hiller Aircraft                     | 12E          | N/A        |
| Airframe       | MD Helicopter Inc.                  | 369          | D/E/F/FF   |
| Airframe       | MD Helicopter Inc.                  | 500N         | N/A        |
| Airframe       | MD Helicopter Inc.                  | 600N         | N/A        |
| Airframe       | MD Helicopter Inc.                  | MD900        | All        |
| Airframe       | Scotts – Bell 47 Inc.               | 47           | All        |
| Airframe       | Sikorsky                            | S-76         | All        |

Approved, Sterling Helicopter (GM):



Date: 7-10-2023



|   |  |   |
|---|--|---|
| <b>B. I understand the Contracting Entity s responsibilities are as follows:</b>  |  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| <ol style="list-style-type: none"><li>1. Remove and install the engine in the helicopter.</li><li>2. Provide all parts unique to the aircraft.</li></ol>  |  |   |
| <b>C. I understand the Other Instructions are as follows:</b>   |  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| <ol style="list-style-type: none"><li>1. All bids shall be in the form of a current parts and supplies catalog showing actual prices to the Contracting Entity or specifying the discount from retail prices of all parts.</li><li>2. Basic bid shall be in price per unit.</li><li>3. Required to perform Level 3 maintenance</li><li>4. Facilitate the overhaul of the Safran Arriel 2D engines.</li></ol>  |  |   |
| <b>D. Federal Aviation Requirements:</b>  |  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| <ol style="list-style-type: none"><li>1. All labor and parts bid must be in compliance with Federal Aviation Requirements (FAR).</li></ol>  |  |   |
| <b>E. Optional bid shall be a guarantee of a discount from the prevailing retail price, with an attached estimate of price trends for the contract/pricing agreement period.</b>  |  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| <ol style="list-style-type: none"><li>1. "Prevailing Retail Price" shall mean the average retail price quoted by at least three different vendors of the parts or supplies, other than the contract vendor.</li><li>2. Any decrease to the contract vendor from the manufacturers wholesale price or the jobbers price list will incur to the benefit of the Contracting Entity, and any increase of the same will incur to the benefit of the Bidder.</li><li>3. Bidder must notify Procurement Services, of the Contracting Entity, within ten days after new pricing is in effect.</li></ol> |  |   |
| <b>Comments:</b>  |  |   |

| 3. <b>PRICING</b>   |  | <b>Compliance</b>   |
|---|--|---|
| I understand, the Contracting Entity prefers pricing for parts and materials be offered at a percentage discount from a retail catalog, price list or website. If a cost-plus percentage is bid, the Contracting Entity staff must have the ability to verify the pricing being charged is in compliance with the bid. The Bidder may be required to submit the price list page of the item(s) being purchased when requested by the Contracting Entity staff or produce a copy of the Bidder s invoice to verify pricing where cost plus percentages is bid. |  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| <b>Comments:</b>  |  |   |

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Supplier: **Sterling Corporation dba Sterling Helicopter**

## **CONTRACTOR/VENDOR BACKGROUND CHECKS FOR ACCESS TO OR WORK IN CITY AND TRUST BUILDINGS AND STRUCTURES**

The City has established a policy to better secure City and/or Trust owned or operated buildings and structures by requiring background and fingerprint checks of Non-City employees as a condition precedent to entering City and/or Trust buildings and structures. **Contractor/vendor employees and agents who will be required to enter City and Trust buildings and structures to perform a City or Trust Contract will be required to obtain and provide an Oklahoma State Bureau of Investigation background and fingerprint check to the General Service Director or designee before such Contractor/Vendor employee or agent will be permitted to enter City and/or Trust buildings and structures unescorted, at their cost.**

The General Services Director will establish and maintain a list of Non-City employees authorized to enter City and/or Trust buildings and structures. Background and fingerprint records will be maintained by the General Services Department in a secure location within the City's internal network. Said records will be destroyed within sixty days of: 1) final acceptance by the City Council in the case of construction projects, 2) termination or expiration of a procurement pricing agreement, 3) termination or expiration of an engineering, architectural or planner agreement, or 4) termination or expiration of a professional services agreement, unless the Contractor/Vendor has another contract or agreement. The City reserves the right and authorizes the General Services Director or designee to request and require any such background check be updated and resubmitted. In addition, the Contractor/Vendor acknowledges and agrees that Contractor/Vendor employees and agents will be asked to verify their identity with a government issued picture identification (Driver's License, Passport, Oklahoma issued Identification Card) from the employee or agent's state of residence to enter City and/or Trust owned or operated buildings and structures.

Arrest and/or conviction records may disqualify Contractor/Vendor employees or agents from access or for work in City or Trust buildings and structures.

In addition to the Sex Offenders Registration Act (57 O.S. Section 581 *et seq.*) and the Mary Rippey Violent Crime Offenders Registration Act (57 O.S. Section 591 *et seq.*), the following criteria will be used when reviewing Contractor/Vendor employee or agent requests for building access:

- (a) Any unpardoned felony conviction or plea of nolo contendere may be disqualifying, depending on the nature of the conviction and the relation to the scope of the contract or price agreement, except under the following circumstances:
1. Access to City or Trust buildings and structures is contingent upon successful completion of two (2) years of a deferred or suspended sentence (if the sentence exceeds two (2) years), otherwise, after successfully serving the complete sentence. Applicants must submit two (2) favorable written references, one (1) of which must be from an employer with whom the individual has worked within the last two years. Situations where the applicant is unable to provide a written reference from an employer with whom the individual has worked within the last two (2) years will be reviewed by the General Services Director or designee on a case-by-case basis.
  2. Applicants convicted of a felony and ordered to serve time with the Department of Corrections may be eligible for access, depending on the nature of the conviction and the position sought, two (2) years from the date of parole. Applicants must submit two (2) favorable written references, one (1) of which must be from an employer with whom he or

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she has worked within the last two (2) years will be reviewed by the General Services Director or designee on a case-by-case basis.

- (b) Any unpardoned conviction(s) involving the following offenses may be disqualifying: moral turpitude; non-consensual sex acts; distribution or trafficking of controlled dangerous substances; assault and battery with a dangerous weapon, or any offense involving a minor as a victim.
- (c) Any applicant who has been convicted of a felony, is a current defendant of a Victim Protection Order (VPO) or has been convicted of a misdemeanor crime of Domestic Violence, will not be considered for facility access. Misdemeanor convictions and traffic violations will be evaluated on an individual basis and may be disqualifying.
- (d) Any applicant with a pending felony or misdemeanor charge (other than minor traffic violations) will be ineligible for access, until a final disposition of the charge is made.
- (e) Any conviction that has been pardoned or expunged cannot be considered in a facility access decision.

If it is determined that information obtained through the applicant's OSBI criminal records check makes the applicant unsuitable for access to City or Trust buildings or structures, the General Services Department will notify the applicant immediately and provide a copy of any criminal record information.

- (a) The applicant will be given seven (7) business days to provide information that negates the validity and relevance of the criminal record. If the information obtained through the criminal records check cannot be invalidated by the applicant, the applicant will be denied facility access.
- (b) In determining an applicant's suitability for facility access, the General Services Department will consider information including, but not limited to the following:
  - 1. Relevance of the crime to the proposed work to be performed.
  - 2. Nature of the work to be performed;
  - 3. Recency of the conviction;
  - 4. Sensitivity of and potential risk to accessible information, systems, or equipment; and
  - 5. Potential risk or threat to City employees.

Upon approval of a contract or agreement by the City Council/Trust, the successful Contractor(s)/Vendor(s) will be required to submit to the General Services Department the following completed documents for **each** employee requiring access to City or Trust buildings and structures to fulfill the terms of the contract or agreement.

- 1. Non-Employee Building Access Request Form – available upon request at (405) 297-2123
- 2. OSBI Criminal History Information Request Portal Response – available at <http://www.ok.gov/osbi/CriminalHistory/CHIRP>

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## **Solicitation 25406**

# **MAINTENANCE REPAIR, OVERHAUL SAFRAN ARRIEL 2D HELICOPTER TURBINE ENGINES, PARTS**

**Bid Designation: Public**



The City of  
**OKLAHOMA CITY**

**City of Oklahoma City and its Trusts**

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**Bid 25406**  
**MAINTENANCE REPAIR, OVERHAUL SAFRAN ARRIEL 2D HELICOPTER TURBINE**  
**ENGINES, PARTS**

Bid Number **25406**  
Bid Title **MAINTENANCE REPAIR, OVERHAUL SAFRAN ARRIEL 2D HELICOPTER TURBINE ENGINES, PARTS**  
Expected Expenditure **\$875,000.00** (This price is expected - not guaranteed)

Bid Start Date **Sep 25, 2024 8:52:49 AM CDT**  
Bid End Date **Oct 16, 2024 10:00:00 AM CDT**  
Question & Answer  
End Date **Oct 10, 2024 12:00:00 PM CDT**

Bid Contact **Caleb Gutel**  
**405-297-3178**  
**caleb.gutel@okc.gov**

Bid Contact **City Clerk**  
**405-297-2391**  
**cityclerk@okc.gov**

Bid Contact **Jennifer Swann**  
**405-297-3172**  
**Jennifer.swann@okc.gov**

Contract Duration **1 year**  
Contract Renewal **2 annual renewals**  
Prices Good for **Not Applicable**

Standard Disclaimer **This site and system is hosted by Oklahoma City through BIDSYNC for use of The City of Oklahoma City and its trusts.**  
**Certain screens and flags may show the name and/or seal of The City; however, such references do not indicate or change the contracting entity.**

Bid Comments **The Expected Expenditure amount of \$875,000 for this commodity is an estimate for a one-year period based on past history and future projections. The quantity of any item when shown in the price schedule as an estimate of an annual requirement is only an estimate based on currently available information. The purchase of any such items or quantity is not guaranteed. Any offer conditioned upon a promise by the Contracting Entity to purchase a minimum or definite quantity of such an item will be rejected. See the specification bid packet for more information.**  
**To obtain pricing agreements for maintenance, repair, and overhaul of Safran Arriel 2D Helicopter turbine engines and parts to maintain three Airbus H125 helicopters.**

**Item Response Form**

Item **25406--01-01 - Delivery: Delivery**

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Lot Description **Delivery**

Quantity **1 day**

Prices are not requested for this item.

Delivery Location **City of Oklahoma City and its Trusts**

[See Bid Packet for Location\(s\)](#)

N/A

Oklahoma City OK 73102

**Qty 1**

**Description**

Indicate the number of delivery days for stock items after receipt of order.

---

Item **25406--01-02 - Delivery: Delivery**

Lot Description **Delivery**

Quantity **1 day**

Prices are not requested for this item.

Delivery Location **City of Oklahoma City and its Trusts**

[See Bid Packet for Location\(s\)](#)

N/A

Oklahoma City OK 73102

**Qty 1**

**Description**

Indicate the number of delivery days for non-stock items after receipt of order.

---

Item **25406--02-01 - Arriel 2D Turbine Engine: Labor to maintain/repair/overhaul Safran Arriel 2D Turbine Engines and Parts**

Lot Description **Arriel 2D Turbine Engine**

Quantity **1 hour**

Unit Price

Delivery Location **City of Oklahoma City and its Trusts**

[See Bid Packet for Location\(s\)](#)

N/A

Oklahoma City OK 73102

**Qty 1**

**Description**

Enter labor rate

---

Item **25406--03-01 - Website/Catalog: Parts to maintain/repair/overhaul Safran Arriel 2D helicopter turbine engines.**

Lot Description **Website/Catalog**

Quantity **1 each**

Percentage

Delivery Location **City of Oklahoma City and its Trusts**

[See Bid Packet for Location\(s\)](#)

N/A

Oklahoma City OK 73102

**Qty 1**

**Description**

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Enter the percentage discount from a catalog, price list or website. If pricing is from a website, type the website address in the description field.

|   |  |
|---|--|
| Item                                    | 25406--04-01 - Additional Information: Attachments |
| Lot Description                         | Additional Information                             |
| Quantity                                | 1 each   |
| Prices are not requested for this item. |  |
| Delivery Location                       | City of Oklahoma City and its Trusts               |
|   | <a href="#">See Bid Packet for Location(s)</a>     |
|   | N/A  |
|   | Oklahoma City OK 73102                             |
|   | Qty 1  |

**Description**  
Attach any documents relative to the bid you would like to submit i.e. certifications and qualifications.

|   |  |
|---|--|
| Item                                    | 25406--05-01 - Attachments: Bidder's Current W-9 |
| Lot Description                         | Attachments                                      |
| Quantity                                | 1 each   |
| Prices are not requested for this item. |  |
| Delivery Location                       | City of Oklahoma City and its Trusts             |
|   | <a href="#">See Bid Packet for Location(s)</a>   |
|   | N/A  |
|   | Oklahoma City OK 73102                           |
|   | Qty 1  |

**Description**  
Attach current W-9

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**BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION  
STATEMENT**  
**BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS  
DOCUMENT PRIOR TO SUBMITTING IN THE ELECTRONIC BID SYSTEM**

**Please be aware that typing in your password acts as your electronic signature, which is  
just as legal and binding as an original signature.**

(See Electronic Signatures in Global and National Commerce Act for more information.)

**THIS DOCUMENT MUST BE ELECTRONICALLY SIGNED AND SUBMITTED WITH THE BID  
OR THE BID WILL BE REJECTED**

**INSTRUCTIONS:** This document MUST be electronically signed and submitted with the bid for the bid to be valid. Failure to electronically sign the this document prior to submitting the electronic bid will result in rejection of your bid. This document constitutes your bid and will be the Pricing Agreement/Contract document under which you are to perform, should your bid be accepted, so it must be properly and completely executed. It is, therefore, essential that you are aware of its terms, as well as those contained in the specifications.

Submit this electronically signed document, along with all accompanying documents:

THIS PRICING AGREEMENT/CONTRACT is made and entered into, by and between   
hereinafter referred to as "Bidder" and The City of Oklahoma City, a municipal corporation, or a participating Public Trust of which The City of Oklahoma City is Beneficiary hereinafter referred to as the "Contracting Entity."

WITNESSETH:

WHEREAS, the governing body of the Contracting Entity has approved certain specifications and requested by notice that bids be submitted thereon; and

WHEREAS, this document until executed by the Mayor/Chairman of the Contracting Entity constitutes the Bidder's proposal; and

NOW, THEREFORE, that in consideration of the covenants, agreements and representations as hereinafter set forth, it is mutually agreed by the parties that:

1. The Bidder agrees to sell and deliver to the Contracting Entity, the items of material and/or services, specified in the pricing section of the electronic bid submittal, which is attached hereto and made a part of this Pricing Agreement/Contract. List the prompt payment discount, if any, for this agreement in the space provided below:

Discount for Prompt Payment  %  Days

2. The Bidder expressly warrants that all articles, material, and/or work covered in this Pricing Agreement/Contract will conform to the specifications and electronic bid documents attached to this bid and are hereby incorporated, as if set forth in full herein; and further warrants that the same shall be of good material and workmanship, and free from defects.

3. The Bidder understands that all bids are to be submitted in U.S. dollars at a firm price. Bids submitted in any currency other than U.S. dollars will be rejected.

4. The Bidder also understands that all invoices shall be submitted in U.S. dollars and agrees to accept payment in U.S. dollars as full satisfaction of the invoiced amount.

5. If any of the goods fail to meet the warranties contained in Paragraph 2, above, the Bidder, upon notice from the Contracting Entity, shall promptly correct or replace the same at the Bidder's expense. If the Bidder shall fail to so do, the Contracting Entity may cancel this order as to all such goods, and in addition, may cancel the then remaining balance of this order. After notice to the Bidder, all such goods will be held at the Bidder's risk. The Contracting Entity may, at the Bidder's direction, make available such goods to be returned to the Bidder at the Bidder's

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risk, and all transportation charges, both to and from the original destination, shall be paid by the Bidder. Any payment for such goods shall be refunded by the Bidder unless the Bidder promptly corrects or replaces the same at the Bidder's expense.

6. The Contracting Entity agrees to pay to the Bidder the price and amount in accordance with Paragraph 1 above, based on the quantity actually purchased, upon delivery to and acceptance by the Contracting Entity, of the material and/or service[s] above described and upon the filing by the Bidder, and approval by the Contracting Entity, of a verified claim for the amount due.

7. The Bidder agrees, in connection with the performance of work under this Pricing Agreement/Contract:

a. That the Bidder will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, national origin, ancestry or disability. The Bidder shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, age, national origin, sex, ancestry or disability. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Bidder agrees to post, in a conspicuous place available to employees and applicants for employment, notices to be provided by the City Clerk/Secretary of the Contracting Entity setting forth the provisions of this section, and;

b. That the Bidder agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Pricing Agreement/Contract.

8. In the event of the Bidder's non-compliance with the above non-discrimination clause, this Pricing Agreement/Contract may be canceled or terminated by the Contracting Entity. The Bidder may be declared by the Contracting Entity ineligible for further Pricing Agreement[s]/Contract[s] with the Contracting Entity until satisfactory proof of intent to comply is made by the Bidder.

9. The risk of loss or damage shall be borne by the Bidder at all times until the acceptance of goods, properly packed, by the Contracting Entity.

10. This Pricing Agreement/Contract, specifications, electronic bid submittal documents and any attachments constitutes the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, which is not contained in or attached to this Pricing Agreement/Contract. This Pricing Agreement/Contract may not be modified or assigned unless approved in writing and signed by both parties.

11. The parties assume and understand that the variables in the Bidder's cost of performance may fluctuate; consequently, the parties agree that any fluctuations in the Bidder's costs will not alter the Bidder's obligations under this Pricing Agreement/Contract nor excuse performance or delay on the Bidder's part.

12. This Pricing Agreement/Contract shall be inoperative during such period of time that the aforesaid delivery or acceptance may be rendered impossible by reason of fire, Act of God or government regulation. Provided, however, to the extent that the Bidder has any commercially reasonable alternative method of performing this Pricing Agreement/Contract by purchase on the market or otherwise, the Bidder shall not be freed of any obligations hereunder by this clause, even though the goods intended for this Pricing Agreement/Contract were destroyed or their delivery delayed because of an event described above.

13. The shipping or receiving of any goods under this Pricing Agreement/Contract shall not be deemed, or be, a waiver of any right to damages for any prior failure to ship or receive any goods.

14. This Pricing Agreement/Contract shall be governed by the laws of the State of Oklahoma.

15. The Bidder shall be responsible for complying with all applicable federal, state and local laws.

16. If submitting a bid for services, the Bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

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**The undersigned individual states that the Bidder will be bound by all components of its bid, the specification, the terms and conditions of the Pricing Agreement/Contract, and the requirements for Bidders.**

WITNESS the hands of the parties hereto:

**THIS FORM MUST BE ELECTRONICALLY SIGNED AND SUBMITTED WITH THE BID FOR THE BID TO BE VALID**

**Note: The owner or an officer of the business or corporation may sign this document. A Corporate Seal or a letter of authorization is needed for any other signer. For instance, if a Salesman or Manager signs this form, a letter of authorization or Corporate Seal is to be attached.**

Type Name of Authorized Agent

Title of Authorized Agent

Company Name and Address

Zip Code

Telephone Number and Fax Number if any

**BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT**

**Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature.**

(See Electronic Signatures in Global and National Commerce Act for more information.)

**THIS FORM MUST BE ELECTRONICALLY SIGNED AND SUBMITTED WITH THE BID OR THE BID WILL BE REJECTED**

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## NON-COLLUSION AFFIDAVIT

**BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT PRIOR TO SUBMITTING BID**

**Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature.**

**(See Electronic Signatures in Global and National Commerce Act for more information.)**

The undersigned, of lawful age, being duly sworn, upon oath, deposes and says: That the undersigned has the lawful authority to execute the within and foregoing proposal/bid for, and on behalf of, the Proposer/Bidder; that the Proposer/Bidder has not, directly or indirectly, entered into any agreement, express or implied, with any Proposer/Bidder, having for its object the controlling of the price or amount of such proposal/bid, the limiting of the proposals/bids or the Proposers/Bidders, the parceling or farming out to any Proposer/Bidder or other persons, of any part of the Agreement or any part of the subject matter of the proposal/bid, or of the profits thereof, and that Proposer/Bidder has not and will not divulge the sealed proposal/bid to any person whomsoever, except those having a partnership or other financial interest with the Proposer/Bidder in the said proposal/bid, until after the said sealed proposals/bids are opened.

The undersigned further states that the Proposer/Bidder has not been a party to any collusion: among Proposer/Bidders in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from proposing; or with any City/Trust official, City/Trust employee or City/Trust agent as to the quantity, quality, or price in the prospective Agreement, or any other terms of the said prospective Agreement; or in any discussions between the Proposers/Bidders or City/Trust official, City/Trust employee or City/Trust agent concerning the exchange of money or other thing of value for special consideration in the letting of Agreement. The Proposer/Bidder states that it has not paid, given or donated or agreed to pay, give or donate to any City/Trust official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of Agreement pursuant to this Proposal/Bid.

Witness the hands of the parties hereto:

**The undersigned states that the Proposer/Bidder will be bound by its proposal/bid, the specification, the terms and conditions of the Agreement, and the Requirements for Proposer/Bidders.**

**→ → THIS FORM TO BE COMPLETED BY THE PROPOSER/BIDDER PRIOR TO AGREEMENT APPROVAL ← ←**

|  |                      |
|--|----------------------|
| <input type="text"/>                         | <input type="text"/> |
| Type Name of Authorized Agent/Representative | Title                |
| <input type="text"/>                         |                      |
| Company Name                                 |                      |
| <input type="text"/>                         | <input type="text"/> |
| Address                                      | Zip Code             |
| <input type="text"/>                         |                      |
| Telephone Number and Fax Number, if any      |                      |

### TO BE COMPLETED BY THE NOTARY:

|                      |       |
|----------------------|-------|
| State of *           | )     |
| <input type="text"/> | ) SSS |
| County of *          | )     |
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[\*State and County where notarized must be typed in for bid/proposal to be considered.][SAK1]

Signed and sworn to before me on this  day of ,  by   
[Day] [Month] [Year] [Print the name of the agent/representative who signed above.]

My Commission Number:    
[Oklahoma] Type Name of Notary Public  
My Commission Expires:   
[Date/Year]

[49 Okla. Stat. 2011 §119]

**BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT PRIOR TO SUBMITTING BID**

**Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature.**

**(See Electronic Signatures in Global and National Commerce Act for more information.)**

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**BIDDER MUST ELECTRONICALLY COMPLETE THIS FORM PRIOR TO SUBMITTING BID**

**SUPPLIER CONTACT INFORMATION**

The purpose of this form is to assist various City Departments and Trusts with placing orders.

**Sales Contact:**

|                   |                      |                |                      |
|-------------------|----------------------|----------------|----------------------|
| Company Name:     | <input type="text"/> |                |                      |
| Address:          | <input type="text"/> |                |                      |
| Contact Person:   | <input type="text"/> | Email Address: | <input type="text"/> |
| Telephone Number: | <input type="text"/> | Fax Number:    | <input type="text"/> |

**Billing Contact:**

|                   |                      |                |                      |
|-------------------|----------------------|----------------|----------------------|
| Company Name:     | <input type="text"/> |                |                      |
| Address:          | <input type="text"/> |                |                      |
| Contact Person:   | <input type="text"/> | Email Address: | <input type="text"/> |
| Telephone Number: | <input type="text"/> | Fax Number:    | <input type="text"/> |

**Service Contact:**

|                   |                      |                |                      |
|-------------------|----------------------|----------------|----------------------|
| Company Name:     | <input type="text"/> |                |                      |
| Address:          | <input type="text"/> |                |                      |
| Contact Person:   | <input type="text"/> | Email Address: | <input type="text"/> |
| Telephone Number: | <input type="text"/> | Fax Number:    | <input type="text"/> |

|                                 |                      |
|---------------------------------|----------------------|
| After Hours Emergency Number(s) | <input type="text"/> |
| After Hours Emergency Number(s) | <input type="text"/> |
| After Hours Emergency Number(s) | <input type="text"/> |
| After Hours Emergency Number(s) | <input type="text"/> |

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(Published in *The Journal Record* on September 25, 2024)

## NOTICE TO BIDDERS

Notice is hereby given that The City of Oklahoma City (“Contracting Entity”) will receive electronic bids at the **OFFICE OF THE CITY CLERK, 200 North Walker Avenue, Oklahoma City, Oklahoma 73102** until 10:00:00 a.m., on the 16 day of October 2024, for the following:

### BID25406 – MAINTENANCE, REPAIR, AND OVERHAUL OF SAFRAN ARRIEL 2D HELICOPTER TURBINE ENGINES AND PARTS

The Contracting Entity has partnered with Periscope (formerly BidSync) to accept bids electronically. You are invited to submit a bid electronically through the Periscope system to supply the goods and/or services specified in the electronic bid packet. The Contracting Entity does not provide access to a computer for electronic bidding or electronic bid submission. Bidders must register in advance with Periscope at <https://prod.bidsync.com/the-city-of-oklahoma-city> in order to submit an electronic bid. The Contracting Entity recommends potential Bidders register and become familiar with the Periscope electronic bidding process in advance of submitting a bid. There is no charge to the Bidder for registering or submitting an electronic bid to the Contracting Entity through Periscope. Instructions on how to get registered to bid through Periscope can be found on The City of Oklahoma City’s website at <https://www.okc.gov/departments/bidding>.

Bids shall be made in accordance with this Notice to Bidder, General Instructions and Requirements for Bidders, Oklahoma Open Records Act and Confidential Information, the Specifications, the Agreement & Non-Discrimination Statement, the Non-Collusion Affidavit, and any other documents which are included in the complete electronic bid packet. The Agreement must be completed, signed, and submitted electronically through Periscope for the bid to be valid.

Bids timely submitted electronically through Periscope shall be opened at the time stated above or later in the City Clerk’s Conference Room, located on the 2nd floor of the Municipal Building. The Periscope system does not allow bids to be submitted after the above stated date and time. There will be no exceptions to this policy. All bids shall remain on file at least 48 hours before an Agreement shall be made and entered.

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**The City of  
OKLAHOMA CITY  
and its Trusts**

**ELECTRONIC BID PACKET  
MAINTENANCE, REPAIR, AND OVERHAUL OF SAFRAN ARRIEL 2D HELICOPTER TURBINE  
ENGINES AND PARTS  
TABLE OF CONTENTS**

|  |    |   |
|--|----|---|
| GENERAL INSTRUCTION AND REQUIREMENTS FOR BIDDERS.....        | 1  |   |
| OKLAHOMA OPEN RECORDS ACT AND CONFIDENTIAL INFORMATION ..... | 3  |   |
| BID SPECIFICATIONS.....                                      | 4  |   |
| INTENT .....   | 5  |   |
| SCOPE OF PRICING AGREEMENT/CONTRACT.....                     | 5  | C |
| SUBSTITUTE OFFERS.....                                       | 5  | O |
| CONTRACTING ENTITY .....                                     | 5  | K |
| BIDDER.....  | 5  | C |
| PRICING AGREEMENT/CONTRACT PERIOD.....                       | 5  | 0 |
| PRICING AGREEMENT/CONTRACT RENEWAL OPTION .....              | 5  | 1 |
| DELIVERY.....  | 6  | 2 |
| INSPECTION AND ACCEPTANCE AT DESTINATION .....               | 6  | 4 |
| F.O.B. DESTINATION .....                                     | 6  | 4 |
| COMMERCIAL PACKAGING.....                                    | 6  |   |
| ESTIMATED ANNUAL REQUIREMENTS (NO GUARANTEE) .....           | 6  |   |
| ORDER OF PRECEDENCE .....                                    | 7  |   |
| PAYMENT METHODS .....  | 7  |   |
| PAYMENT/INVOICE.....   | 7  |   |
| WARRANTY .....   | 8  |   |
| GENERAL PROVISIONS .....                                     | 9  |   |
| SAFETY DATA SHEETS.....                                      | 9  |   |
| OTHER PROVISIONS.....  | 10 |   |
| TECHNICAL PROVISIONS .....                                   | 14 |   |
| LETTER OF AUTHORIZATION.....                                 | 15 |   |

**GENERAL INSTRUCTIONS AND REQUIREMENTS FOR BIDDERS**

THESE INSTRUCTIONS, REQUIREMENTS AND ANY SPECIAL INSTRUCTIONS CONTAINED IN THE SPECIFICATIONS ARE A PART OF THE TERMS AND CONDITIONS OF THE BIDDER'S IRREVOCABLE BID AS A FIRM OFFER. ANY EXCEPTIONS TO THESE INSTRUCTIONS, REQUIREMENTS OR SPECIFICATIONS MUST BE SPECIFIED AND SUBMITTED WITH THE BIDDER'S BID. THIS CAN BE ACCOMPLISHED BY SUBMITTING AN ALTERNATE OFFER, IF AVAILABLE ON THE BID, OR BY ENTERING INFORMATION INTO THE "NOTE TO BUYER" FIELD. A BIDDER MAY ALSO SUBMIT EXCEPTIONS BY UPLOADING A SEPARATE DOCUMENT LABELED "EXCEPTIONS" INTO THE PERISCOPE SYSTEM. FAILURE TO INDICATE ANY EXCEPTIONS WILL BE REGARDED AS FULL ACCEPTANCE OF THE REQUIREMENTS, INSTRUCTIONS, AND SPECIFICATIONS CONTAINED IN THIS BID PACKET AND ANY OTHER BID DOCUMENTS RELATED TO THIS BID.

1. **EXAMINATION BY BIDDERS:** All Bidders must examine the specifications, drawings, schedules, special instructions and these general instructions and requirements prior to electronically submitting any Bid/Pricing Agreement/Contract. Failure to examine is at the Bidder's own risk as Bidder will be held to the terms, conditions and requirements therein.
2. **SUBMISSION OF FORMS REQUIRED FOR PRICING AGREEMENT/CONTRACT AWARD:** All bids must be completed electronically, on the forms provided by the Contracting Entity through the electronic bidding system. Bids will not be considered unless the Bid/Pricing Agreement/Contract form is completed, signed and submitted by the Bidder in the electronic bidding system. A Letter of Authorization should also be attached and submitted when the Bidder is not authorized by statute and the Bidder's organizational and establishing documents to sign and bind the Bidder to the Bid/Pricing Agreement/Contract documents. The Non-Collusion Affidavit must be executed by the Bidder or an authorized agent and notarized. The notarization must contain:
  - (a) The notary's signature (electronic signature);
  - (b) Jurisdiction where notarization took place (i.e., State of \_\_, County of \_\_);
  - (c) Date of notarization;
  - (d) The notary's commission expiration date;
  - (e) The notary's commission number (Oklahoma);
  - (f) The notarial seal (the notary seal is not required for electronic notarization); and
  - (g) Comply with all other applicable laws. The Non-Collusion Affidavit must be submitted electronically with the electronic bid packet.
3. **SUBMISSION OF BIDS ELECTRONICALLY TO THE CITY CLERK/SECRETARY:** Bids must be submitted electronically through Periscope and shall be opened at the time stated in the Notice to Bidders, or later, in the City Clerk's Conference Room, located on the 2nd floor of the Municipal Building. The Periscope system does not allow bids to be submitted after the deadline. There will be no exceptions to this policy. All bids shall remain on file at least 48 hours thereafter before a Pricing Agreement/Contract shall be made and entered into thereon.
4. **DESCRIPTIVE TERMS:** Unless the term "no substitute" is used, the use of brand name, manufacturer, make, or catalog designation in describing an item does not restrict Bidders to that particular brand name, etc. The term is simply to indicate the type, character, quality and/or performance equivalence of the item desired. However, the proposed substitution item must be of such character, quality and/or performance equivalence as that indicated in the specifications. A proposed substitute item must include complete data as to the manufacturer's name, type, model number, any descriptive bulletins and specifications. This data can be uploaded electronically through the electronic bidding system.
5. **EXCEPTIONS:** Any exceptions or variances to these instructions or specifications must be submitted with the Bidder's bid. This can be accomplished by submitting an alternate offer, if available on the bid, or by entering information in the "Note to Buyer" field. A Bidder may also submit exceptions by uploading a separate document labeled "Exceptions" into the Periscope system. Failure to indicate any exceptions will be construed to mean that the Bidder offers to furnish the exact commodity as described in the bid specifications and as full acceptance of the requirements, instructions, and specifications contained in this bid packet and any other bid documents related to this bid.
6. **UNIT PRICES:** A unit price for each unit bid must be shown and include any applicable taxes, delivery, and packaging and/or packing, if any, unless otherwise specified. If there is an estimated quantity stated as such in the specifications, the estimate is not a guarantee of the quantity which may be purchased. When the quantity in the Periscope system is listed as "1", Bidder shall bid the per individual unit price. The Contracting Entity may purchase one or more bid item at any given time throughout the term of the Pricing Agreement/Contract. The Periscope system will calculate the total based on the quantity requested by the Contracting Entity and the price entered by the Bidder. The Periscope system will calculate the bid price based on the quantity and price. Items bid as an estimated quantity will be awarded on a "no guarantee" basis. Prices shall be extended in decimals, not fractions, and shall include transportation and delivery charges, prepaid by the Bidder to the destination specified in the special instructions of the specifications.
7. **EXEMPTIONS FROM CERTAIN TAXES:** The purchase of certain goods or services by the Contracting Entity is exempt from the payment of excise, transportation, use, and sales tax imposed by the federal, state and/or city governments. Such taxes must not be included in the bid prices. Any taxes that are not exempt must be included in the bid price. No additional payment or compensation will be made for taxes.
8. **PAYMENTS AND DISCOUNTS:**

- (a) Payment for goods and services as specified in the Pricing Agreement/Contract shall be processed promptly after completion of delivery and acceptance of items and after receipt from Bidder of properly prepared invoice(s) and/or notarized claim voucher(s), if applicable. Purchases may be made by certain City or Trust employees using a purchasing card. Employees of Contracting Entity are required, when possible, to use a purchasing card for purchases under the amount of \$5,000 for a single transaction. For single transactions over \$5,000, the Bidder may request payment be completed by issuance of a purchase order. Processing fees may not be added when a purchasing card is used. The bid price shall cover any fees a bidder may incur.
- (b) Discounts for prompt payment will not be considered in bid evaluations, unless otherwise specified. Discounts offered by the Bidder will be taken, however, if payment is made within the discount period.
- (c) Late charges cannot be assessed against Contracting Entity.
9. **LATE INVOICES:** If the purchase order indicates that the purchase is being made with City funds, all unpaid invoices pertaining to this Pricing Agreement/Contract must be recorded in the Finance Department, Accounts Payable Section, or in the Office of the City Clerk on or before September 30 for all debts incurred during the prior fiscal year (July 1 through June 30), or said invoice shall be void and forever barred. (See 62 Okla. Stat. 2010 § 310.4).
10. **DELIVERY:**
- (a) All bid prices quoted shall be based on delivery F.O.B. Oklahoma City, Oklahoma or to any points located within the municipal corporate limits (unless otherwise stated in the bid specifications) with all charges prepaid to the actual point of delivery.
- (b) Bids must show the number of days required for delivery under normal conditions. Unrealistically short or long delivery promises may cause bids to be rejected. A successful Bidder is required to keep the purchasing department advised at all times of the status of the order and delivery. All goods or services shall be delivered within thirty (30) days from the date of the award of the Pricing Agreement/Contract, unless specified otherwise.
11. **AWARD OF PRICING AGREEMENT/CONTRACTS:** The Contracting Entity reserves the rights to: award by item, groups of items or all items of the bid; to reject any or all bids in whole or in part; and, waive technical defects, irregularities and/or omissions.
12. **PERFORMANCE BONDS:** If required by the specifications, the successful Bidder must post the performance bond, a certified or cashier's check in the amount required prior to award of Pricing Agreement/Contract.
13. **PATENTS:** The Bidder agrees to indemnify and save harmless the Contracting Entity, including any of Contracting Entity's employees, the purchasing agent and assistants from all suits and actions of every nature and description brought against the Bidder and/or any assistants because of, or for the use of, patented or licensed appliances, products, or processes. The Bidder shall pay all royalties and charges which are legal, and equitable evidence of such payment or satisfaction shall be submitted upon request of the Contracting Entity, as a necessary requirement in connection with the final execution of any Agreement/Contract in which patented or licensed appliances, products, or processes are to be used.
14. **TERMINATION:**
- (a) The performance of services and/or the delivery of items under any Pricing Agreement/Contract may be terminated by the Contracting Entity, in whole or in part, whenever it is determined to be in the best interest of the Contracting Entity.
- (b) Any such termination will be effected by delivery to the Bidder of a termination notice specifying the extent to which performance or services and/or delivery of ordered commodities is terminated, and the date the termination becomes effective.
- (c) After receipt of a termination notice, the Bidder shall stop performance of services and/or accept no further orders under the Pricing Agreement/Contract.
15. **COMPLIANCE WITH APPLICABLE LAWS:** All Proposers must comply with all applicable federal, state or local laws and regulations, including Title VI and all provisions of the Civil Rights Act of 1964 42, U.S.C. §§ 2000d, -et seq.
16. **SELF-INSURED:** The Contracting Entity is self-insured for its own negligence. The liability of the Contracting Entity for acts of negligence are limited and subject to the Governmental Tort Claims Act, 51 O.S. §§ 151, *et seq.*
17. **RIGHT TO AUDIT:** The Contracting Entity shall at all times have the right to examine books, papers and records of the successful Bidder relative to all aspects of the Pricing Agreements/Contracts awarded as a result of this bid to confirm Pricing Agreement/Contract compliance. Failure to provide the requested information may result in termination of the Pricing Agreement/Contract. This right to audit only affects Pricing Agreement/Contract compliance as a result of this bid, and does not apply to Bidder records beyond the scope of the Pricing Agreement/Contract.
18. **REFERENCES:** The Contracting Entity has the right to request references from bidders.
19. **BID EVALUATION:** Bids will be evaluated based upon the lowest overall cost to the Contracting Entity and a bidder's responsiveness to the requirements of the specifications. The Contracting Entity retains the right to waive minor deficiencies of specifications, technicalities or informalities in a bid, provided that the best interest of the Contracting Entity would be served without prejudice to the rights of other bidders.

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## OKLAHOMA OPEN RECORDS ACT AND CONFIDENTIAL INFORMATION

All materials submitted to the Contracting Entity pursuant to this Bid or Proposal potentially become subject to the mandates of the Oklahoma Open Records Act, 51 O.S. § 24A.1. *et seq.* The purpose of this Act is to ensure and facilitate the public's right of access to and review of government records so they may efficiently and intelligently exercise their inherent political power. Almost all "records," as that term is defined in the Act, may be disclosed to the public upon request. Except where specific state or federal statutes create a specific and express exemption or confidential privilege, persons who submit information to public bodies have no right to keep this information from public access nor have a reasonable expectation that this information will be kept from public access.

If you believe that any of the information you have submitted to the Contracting Entity pursuant to this Bid or Proposal is exempt or confidential under a specific state or federal statute, and therefore not subject to public access under the Oklahoma Open Records Act, you must comply with the following:

1. Place said documents/records in a separate electronic file attachment marked "Confidential". DO NOT label your entire Bid or Proposal as "Confidential" – label only those portions of the Bid or Proposal that you feel are exempt or are made confidential by state or federal law as "Confidential".
2. For each such document for which you are claiming an exemption or a confidential privilege, identify the federal and/or state law that creates said privilege, e.g., for trade secrets, see 21 O.S. § 1732 (Larceny of Trade Secrets) and the Uniform Trade Secrets Act, 78 O.S. § 85 *et seq.*

Should an Open Records request be presented to the Contracting Entity requesting information you have identified as "Confidential," you will be responsible for defending your position in the District Court, if needed.

If you fail to identify any records submitted as part of your Bid or Proposal as "Confidential", you are agreeing that said records are not exempt or confidential and are subject to public access.

Upon receipt of a request by a third party to review or copy records properly identified as "Confidential," you will be notified of the request and thereby given an opportunity to immediately enforce and protect your rights by initiating an action in a court of competent jurisdiction. Should you fail to timely bring an action to enforce your rights, then the requested records will be released by the Contracting Entity based upon its determination of the application of the Oklahoma Open Records Act.

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# **BID SPECIFICATIONS**

## **MAINTENANCE, REPAIR, AND OVERHAUL OF SAFRAN ARRIEL 2D HELICOPTER TURBINE ENGINES AND PARTS**

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**BID SPECIFICATIONS**  
**MAINTENANCE, REPAIR, AND OVERHAUL OF SAFRAN ARRIEL 2D**  
**HELICOPTER TURBINE ENGINES AND PARTS**  
**Instructions to Bidders**

**INTENT:** To obtain pricing agreements for maintenance, repair, and overhaul of Safran Arriel 2D Helicopter turbine engines and parts to maintain three Airbus H125 helicopters.

It is anticipated the pricing agreement(s) will be effective on December 19, 2024. The current agreements expire on December 18, 2024.

**SCOPE OF PRICING AGREEMENT/CONTRACT:** The Bidder shall furnish and supply the below listed item(s) in accordance with the terms, conditions and provisions set forth herein.

The Contracting Entity reserves the right to award this Pricing Agreement/Contract to a single Bidder or to multiple Bidders, whichever is deemed to be in best interest of the Contracting Entity. You may bid on some or all items. If you choose not to bid on one of the items respond by typing, "No Bid" in the "Note to Buyer" field of the Line Item in the Periscope system.

**SUBSTITUTE OFFERS:** If the bid specifications provide that the Contracting Entity is accepting substitute offers for a good or service, this option will be available for bidders in Periscope when completing the electronic bid packet. The Contracting Entity is under no obligation to accept a substitute offer.

**CONTRACTING ENTITY:** The term "Contracting Entity" as used throughout this Pricing Agreement/Contract shall mean The City of Oklahoma City and any participating Public Trust which chooses to avail itself of the goods or services from the resultant Pricing Agreement/Contract. Should a participating Public Trust, of which The City of Oklahoma City is Beneficiary, choose to avail itself of goods or services from the resultant Pricing Agreement(s)/Contract(s), the Bidder(s) will honor the terms and conditions, including price, of the Pricing Agreement(s)/Contract(s).

**BIDDER:** Upon award of this Pricing Agreement/Contract, the term "Bidder" shall mean the contracting party supplying the goods and/or services.

**PRICING AGREEMENT/CONTRACT PERIOD:** The Pricing Agreement/Contract shall be for one year with the option to renew for two additional one-year periods. The Pricing Agreement/Contract shall be in effect commencing on the date of award as approved by the Contracting Entity.

**PRICING AGREEMENT/CONTRACT RENEWAL OPTION:**

1. This Pricing Agreement/Contract is renewable for two additional one-year periods at the option of the Contracting Entity. Should the Contracting Entity desire to renew the pricing agreement/contract, a written preliminary notice will be furnished to the Bidder prior to the expiration date of the Pricing Agreement/Contract. (Such preliminary notice will not be deemed to commit the Contracting Entity to renew.)

2. Upon receipt of the Contracting Entity's preliminary notice, the Bidder shall, if desired, submit a written agreement to continue Pricing Agreement/Contract performance for an additional one-year period.
3. Should the Contracting Entity exercise this option for renewal, the Pricing Agreement/Contract as renewed shall be deemed to include this option provision except that the total duration of this Pricing Agreement/Contract, including any renewals, shall not exceed three years without approval of the Contracting Entity.
4. In all cases Pricing Agreement/Contract renewals must be approved by the Contracting Entity.

**DELIVERY:** Bidders shall specify their proposed delivery times for the requested goods and services in the Line-Item pricing area in the electronic bidding system. If a deadline is specified and no alternative is proposed, the Bidder will have agreed to meet the stated deadline.

**INSPECTION AND ACCEPTANCE AT DESTINATION:**

1. Final inspection and acceptance shall be at destination. Acceptance will occur after the goods or results of the services have been inspected and when determined by designated competent staff to have met the bid specifications. Delivery does not constitute acceptance.
2. Although source inspection by the Contracting Entity is not anticipated under this Pricing Agreement/Contract, the provisions of this article shall in no way be construed to limit the rights of the Contracting Entity to otherwise conduct source inspections when it deems to be appropriate.

**F.O.B. DESTINATION:**

1. The Bidder shall deliver each item F.O.B. Destination, Oklahoma City, Oklahoma, and to any and all points designated in the bid specifications.
2. Inside delivery is required unless specifically and expressly stated in the bid specifications.

**COMMERCIAL PACKAGING:** Preservation, packaging, packing, and marking will be in accordance with Bidder's best commercial practice to provide adequate protection against shipping damage. Bidder is required to replace any goods damaged in shipping or delivery.

**ESTIMATED ANNUAL REQUIREMENTS (NO GUARANTEE):**

1. The quantity of any item, good, or service when shown in the price schedule as an estimate of an annual requirement is merely an estimate based on currently available information. The purchase of any such item or quantity of good or service is not guaranteed. Any offer conditioned upon a promise by the Contracting Entity to purchase a minimum or definite quantity of such an item will be rejected.
2. The Bidder agrees to furnish all quantities ordered by the Contracting Entity during the Pricing Agreement/Contract period.
3. The Contracting Entity agrees to place orders with the Bidder for all its requirements for those items shown in the price schedule, as awarded, except as follows:

- a. Quantities of items needed under conditions of emergency or public exigency as approved by the Purchasing Agent.
  - b. Quantities of items obtainable from State contracts, as approved by the Purchasing Agent.
  - c. Quantities of items where federal funds are involved, and other action is warranted for federal regulatory compliance purposes.
  - d. Quantities of items awarded under specific and separate pricing agreements/contracts.
  - e. Quantities of items which otherwise are determined to be outside the general scope and intent of this Pricing Agreement/Contract.
4. If requirements for any awarded items do not materialize for the quantity estimated in the applicable price schedule, such failure shall not constitute grounds for equitable adjustment or additional compensation.
  5. There is no obligation to purchase any items from this Pricing Agreement/Contract, and purchases made in future fiscal years or other contract periods are subject to future appropriations and availability of funds.
  6. The Contracting Entity may request Bidder provide quantity discounts when making larger purchases. Quantity discounts will be requested from all Bidders when multiple Pricing Agreements/Contracts are awarded.

**ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of this Pricing Agreement/Contract, the inconsistency shall be resolved by giving precedence in the following order: (i) Pricing Agreement/Contract articles, (ii) Bid Specifications, (iii) Notice to Bidders, (iv) General Instructions and Requirements for Bidders, (v) other requirements provided by the Contracting Entity in the bid packet, then (vi) attachments, notes, and exceptions by Bidder.

**PAYMENT METHODS:** The ordering departments will utilize purchase order numbers or purchasing cards for ordering the goods and services they require as the need arises during the Pricing Agreement/Contract period.

The Contracting Entity shall not be held liable for any damages sustained by any Bidder for delivery of goods or services awarded by Pricing Agreement/Contract unless accompanied by an authorized purchase order or purchasing card reference name and number. Delivery of goods or services to any department of Contracting Entity without a purchase order document, purchase order number or purchasing card reference name and number given at the time the order is placed shall constitute an unauthorized purchase.

**PAYMENT/INVOICE:**

1. Payments will be processed promptly after completion of delivery of ordered items and after receipt of properly prepared invoices.
2. **FOR ORDERS PLACED BY PURCHASE ORDER:** The original invoice must be mailed directly to The City of Oklahoma City, Accounts Payable, 100 N. Walker Avenue, Suite 200, Oklahoma City, Oklahoma 73102, or invoices may be e-mailed to [accountspayable@okc.gov](mailto:accountspayable@okc.gov). If invoices are e-mailed, a paper copy should not be mailed.



This information is printed on the front of each purchase order. Copies of invoices may be sent to other addresses upon request. However, if the original invoice is sent to any other address, payment will be delayed, or may not be processed at all. Should another trust or government entity be using this contract they may request a different invoice address.

**FOR ORDERS PLACED BY PURCHASING CARD:** Do not send invoices, statements etc. to Accounts Payable for purchasing card orders. Please send all purchasing card documents directly to the cardholder. Cardholders are required to submit itemized transaction details such as invoice/delivery tickets with their monthly purchasing card statement. This is a vital part of the monthly reconciliation process. Your cooperation is appreciated. Contracting Entity employees are required, when possible, to use a purchasing card for purchases under the amount of \$5,000 for a single transaction. For single transactions over \$5,000, the bidder may request payment be completed by issuance of a purchase order. Processing fees may not be added when a purchasing card is used. The bid price is expected to cover any fees a bidder may incur.

3. Invoices must contain the following information:
  - a. Bidder's name and address
  - b. Ship to address (department name)
  - c. Purchase order number - **MUST BE INDICATED ON THE INVOICE**
  - d. Itemization of each item purchased to include:
    - i. description/stock number
    - ii. unit price
    - iii. quantity
    - iv. unit of issue (each, box, dozen, pound, etc.)
    - v. total price
  - e. Total amount of invoice
  - f. Date of delivery
4. Invoices should not reflect any outstanding backorders.

**WARRANTY:**

1. The Bidder warrants that at the time of delivery, all items furnished under this Pricing Agreement/Contract will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this Pricing Agreement/Contract. All Bidders will furnish with their bid one copy of their warranty applicable to the supplies or equipment to be furnished.
2. As to any item which does not conform to this warranty, the Bidder agrees that the Contracting Entity shall have the right to:
  - a. Reject and return each nonconforming item to the Bidder for correction or replacement at the Bidder's expense
  - b. Require an equitable adjustment in the Pricing Agreement/Contract price.
3. This warranty shall be in addition to any other rights of the Contracting Entity.
4. All equipment warranties shall start on the date of installation and will be for the full term of said warranty.

**GENERAL PROVISIONS:** The following documents are attached or by this reference incorporated as a part of this Pricing Agreement/Contract:

- a. Bid/Pricing Agreement/Contract Form & Non-Discrimination Statement
- b. Non-Collusion Affidavit
- c. General Instructions and Requirements for Bidders
- d. Specifications
- e. Oklahoma Open Records Act and Confidential Information

**SAFETY DATA SHEETS:** Any Bidder supplying goods or materials to the Contracting Entity that require a Safety Data Sheet (SDS) will furnish the required sheet or a composite concentration list in one of the following manners:

- a. Submitted as part of the proposal document
- b. Submitted prior to Agreement/Contract award
- c. Submitted with the product invoice
- d. Submitted at the request of the Contracting Entity

In all instances, the Bidder shall furnish the safety data sheets with the products at delivery, and shall comply with all local, state and federal laws providing for identification of materials transported to the Contracting Entity. The appropriate proposal number, Agreement/Contract number, delivery ticket number, or invoice number shall be clearly marked on the safety data sheet or the composite concentration lists. Information regarding Safety Data Sheets can be found online at <https://www.osha.gov/Publications/OSHA3514.html>. Any question regarding this requirement should be directed to the following address:

Oklahoma City Risk Management Division  
420 W. Main Street, Suite 630  
Oklahoma City, Oklahoma 73102  
(405) 297-3891

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## **BID SPECIFICATIONS**

### **Other Provisions**

**ADDENDA:** It is the Bidder's responsibility to log into the electronic bidding system to monitor any addenda that may be issued during the process. A Bidder's bid will not be accepted if all addenda have not been acknowledged by the Bidder through the electronic bidding system. If you are set up for electronic notifications through the electronic bidding system, you should receive a notification by e-mail when addenda are issued.

**BRAND NAMES/EXAMPLES:** Any brand names are used for **comparative purposes only**. Slight variations from the measurements and sizes given that do not compromise the requirements of the bid specifications will be considered.

**INDEMNITY REQUIREMENTS:** The Bidder assumes all risks incident to or in connection with its purpose to be conducted herein under and shall indemnify, defend and save Contracting Entity harmless from damage or injuries of whatever nature or kind to persons or property arising directly or indirectly out of the Bidder's operations and transportation of the Contracting Entity's equipment to and from repair site regardless of fault and arising from acts or omissions of its employees regardless of fault and shall indemnify, defend, and save harmless Contracting Entity from any penalties for violation of any law, ordinance or regulation affecting or having application to said operation.

**INSURANCE REQUIREMENTS:** The following insurance requirements are applicable and must be obtained prior to contract award if the bid submitted includes on-site installation, on-site maintenance services or other repair services to be performed on the Contracting Entity's property, or if insurance coverage is otherwise requested by the Contracting Entity.

**WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**  
The Bidder shall carry Worker's Compensation Insurance in amounts as prescribed by the laws of the State of Oklahoma.

**GENERAL LIABILITY INSURANCE:** The Bidder shall carry a general liability insurance policy to protect the Bidder and any the Contracting Entity as Additional Insured from claims for property damage and bodily injury including death, or other loss which may arise directly or indirectly from the activities, omissions, and operations of the Bidder under the Agreement, whether such activities, omissions, and operations be by the Bidder, its subcontractor, or by anyone employed by or acting for the benefit of the Bidder in conjunction with this Agreement. The general liability policy shall have, at a minimum, the following coverage amounts:

**Property Damage Liability** - Limits shall be carried in the amount of not less than twenty five thousand dollars (\$25,000) to any one person for any single claim for damage to or destruction of property arising out of a single act, accident, or occurrence.

**All Other Liability** - In the amount not less than one hundred seventy-five thousand dollars (\$175,000) for claims including accidental death, personal injury, and all other claims to any one person out of a single act, accident, or occurrence.

**General Aggregate Limit**- In an amount not less than one million dollars (\$1,000,000) for any number of claims arising out of a single act, occurrence or accident.

**AUTOMOBILE LIABILITY INSURANCE** – The Bidder shall maintain automobile insurance coverage in, at a minimum, the amounts required by Oklahoma law as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles and equipment when said vehicles or equipment is utilized to meet the requirements of this contract.

The insurance policies required herein shall be issued by a company authorized to do business in the state of Oklahoma and acceptable to Contracting Entity. Upon request, the Contracting Entity shall be furnished with a Certificate of Insurance evidencing all of the above-referenced requirements. All policies shall be in the form of an “occurrence” insurance coverage or policy. If any insurance is written in a “claims made” form, the Bidder shall also provide tail coverage that extends a minimum of two years from the expiration of the Pricing Agreement/Contract. Unless stated otherwise above, all policies must be fully insured with any single deductible not exceeding \$25,000. Bidder or Bidder’s insurance company must provide Contracting Entity at least thirty (30) days’ prior written notice of any cancellation or material coverage change in their policies. **The Contracting Entity shall be listed as a Certificate Holder. This Pricing Agreement/Contract requires that Contracting Entity, including The City of Oklahoma City and its participating public trusts to this Contract/Agreement whether named herein or by reference only, be named as additional insured on the Bidder’s insurance policies, except Worker’s Compensation and Employer’s Liability Insurance, to the full limits of the policies and consistent with the same coverages available to the named insured. Any blanket additional insured endorsement which limits coverages to any Contracting Entity is not compliant with this Pricing Agreement/Contract and shall be considered a breach. Contracting Entity must be provided with a Certificate of Insurance or Endorsement evidencing Contracting Entity’s additional insured status prior to contract award. The policy description shall state the following: “Additional insured(s) on the listed policies are those required in the contract.”**

Unless otherwise approved by the Contracting Entity prior to contract award, self-insured retentions will not be accepted unless accompanied by a bond or irrevocable letter of credit guaranteeing payment of the losses, related investigations, claim administration, and defense expenses not otherwise covered by the Bidder’s self-insured retention.

**ACCORD FORM:** The policy description shall state the following “**Additional insured(s) on the listed policies as required by contract.** (The City of Oklahoma City and its participating Trusts). The solicitation number, BID25406, shall be referenced in the policy description.

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**UNDUE INFLUENCE:** Upon advertising this solicitation, no officer, employee, agent, or representative of the Bidder shall have any contact or discussion, verbal or written, with any representative of the Contracting Entity (i.e., Trust Officer, City Council member, City staff, etc.) either directly or indirectly through others in which the Bidder seeks to influence any representative of the Contracting Entity regarding any matters pertaining to this solicitation.

Contacts by the Bidder with the Contracting Entity that do not pertain to a solicitation are exempt from this provision. Examples of these exempt contacts are:

- Private, non-business, contacts with the Contracting Entity by the Bidder's employees acting in their personal capacity
- Business contacts outside of this solicitation that the Contracting Entity may have with the Bidder
- Presentations and/or responses to inquiries initiated by the Contracting Entity
- Pre-bid or pre-proposal conferences
- Discussions with The City Procurement Agent, buyer or departmental contact as outlined in the bid packet

If a representative of any Bidder submitting a bid violates the foregoing prohibition by contacting any of these parties, such contact may result in the Bidder being disqualified from the procurement process.

**ESCALATION/DE-ESCALATION:** Bidder may request a price increase or decrease if the Bidder shows satisfactory proof to the Contracting Entity that a price change is justified and beyond the scope of the Bidder's control. It is understood that any percentage or discount offered to the Contracting Entity will remain firm for the duration of the Pricing Agreement/Contract. However, within 10 days of any approved changes in the price list(s) bid, Bidder may furnish the Procurement Services Division three copies of the new price list(s). New price list(s) will be considered effective the date shown on the price list(s), or 10 days from the date price list(s) are received in the Procurement Services Division, whichever is later. The three copies of the changed price list/catalog may be mailed, e-mailed or hand delivered to:

The City of Oklahoma City  
Procurement Services Division  
Attn: Caleb Gutel, Senior Buyer  
100 North Walker, 2<sup>nd</sup> Floor  
Oklahoma City, OK 73102  
[Caleb.Gutel@okc.gov](mailto:Caleb.Gutel@okc.gov)

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## **BID SPECIFICATIONS**

### **Technical Provisions**

**INTENT:** To obtain pricing agreements for maintenance, repair, and overhaul of Safran Arriel 2D Helicopter turbine engines and parts to maintain three Airbus H125 helicopters.

The aircraft parts shall be of the highest quality and durability. All items bid under these specifications shall be brand new, nationally advertised and have been available to the trade for not less than two prior years; overhauled or repaired in accordance with Safran maintenance, overhaul, or repair manuals. All labor and parts bid must be in compliance with Federal Aviation Regulations (FAR).

#### **DELIVERY LOCATION:**

Delivery shall be made Free on Board  
(F.O.B.):

Oklahoma City Police Aviation Unit  
Air Support Unit  
5505 S. Western Ave  
Oklahoma City, OK 73119

Bid price shall include total service and certification for engine, including but not limited to, shipping and delivery costs, x-ray and other inspection fees, the cost of parts, and any and all other costs for a turnkey contract. Bidders shall absorb any inflationary cost increases that occur between the time of bid and the time the service may actually be provided.

**FREIGHT CHARGES:** The Contracting Entity does not allow separate freight charges with the invoice submitted for payment of materials. All discount percentages bid for materials in these specifications must include the coverage of freight charges. Separate freight charges will not be allowed, except under certain circumstances, where a prior arrangement in writing, was approved by the Purchasing Agent or designee.

#### **RESPONSIBILITIES:**

##### **A. Bidder responsibilities:**

1. Must be a Safran service center and certified for maintenance on the Arriel 2D engine.
2. Guarantee that only FAA certified power plant mechanics will work on the engine.
3. Pick up and deliver the engine at the home hangar base of the Police helicopters. If aircraft is AOG at location other than home hangar, then pickup will be at AOG location.
4. Inspect and certify all usable engine parts.
5. Perform Level 3 maintenance and overhauls.
6. Provide all FAA approved, serviceable parts required for overhaul and repair of engine.
7. Maintenance, repair, and overhaul warranty should be a minimum of 500 flight hours or 6 months, whichever comes first.
8. Qualified service representative present for initial operation of engine after major maintenance.

B. The Contracting Entity's responsibilities:

1. Remove and install the engine in the helicopter.
2. Provide all parts unique to the aircraft.

C. Other Instructions:

1. All bids shall be in the form of a current parts and supplies catalog showing actual prices to the Contracting Entity or specifying the discount from retail prices of all parts.
2. Basic bid shall be in price per unit.
3. Required to perform Level 3 maintenance
4. Facilitate the overhaul of the Safran Arriel 2D engines.

D. Federal Aviation Requirements:

1. All labor and parts bid must be in compliance with Federal Aviation Requirements (FAR).

E. Optional bid shall be a guarantee of a discount from the prevailing retail price, with an attached estimate of price trends for the contract/pricing agreement period.

1. "Prevailing Retail Price" shall mean the average retail price quoted by at least three different vendors of the parts or supplies, other than the Bidder.
2. Any decrease to the Bidder from the manufacturers' wholesale price or the jobbers' price list will incur to the benefit of the Contracting Entity, and any increase of the same will incur to the benefit of the Bidder.

Bidders must notify Procurement Services of the Contracting Entity, within ten days after new pricing is in effect.

**COMPLIANCE QUESTIONNAIRE:** Bidder must complete the Compliance Questionnaire, in order to be considered for an award. Any "no" response must be explained in the comment field for that section. If the item does not meet or exceeds the specification, mark no and explain your response. Detailed technical specifications are within the Compliance Questionnaire.

**ACORD FORM:** The policy description shall state the following: "Additional insured(s) on the listed policies are those required in the contract." [The City of Oklahoma City and its participating public trusts]

**SOLICITATION NUMBER:** The solicitation number **BID25406** shall also be referenced in the policy description.

**TECHNICAL QUESTIONS:** Technical questions are to be addressed through the electronic bidding system and the Buyer will respond electronically and issue addenda, if necessary.

**PRICING:** Pricing must be submitted through the Line Item area of the electronic bidding system.

[Rest of page intentionally left blank]

# LETTER OF AUTHORIZATION

THIS LETTER OF AUTHORIZATION MUST BE COMPLETED IF THE ATTACHED  
LEGALLY BINDING DOCUMENT WAS NOT SIGNED BY THE STATUTORILY  
AUTHORIZED OFFICER ON BEHALF OF THE CONTRACTING ENTITY.

City of Oklahoma City or related Public Trust:

This letter authorizes \_\_\_\_\_ to  
(PRINTED NAME OF AUTHORIZED AGENT)

sign the attached legally binding document on behalf of \_\_\_\_\_  
(CONTRACTING ENTITY)

Sincerely,

|  |   |               |
|--|---|---------------|
| _____<br>Signature of Authorizing Officer    | _____<br>Printed Title                        | _____<br>Date |
| _____<br>Printed Name of Authorizing Officer | _____<br>Email Address of Authorizing Officer |               |

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|---|--|
| <b>NOTE: If the Contracting Entity is a(n):</b> |  |
| <b>Corporation</b>                              | The authorizing officer <u>must</u> be: <b>President, Vice-President, Chairperson, or Vice-Chairperson</b> |
| <b>LLC</b>                                      | The authorizing officer <u>must</u> be: <b>Manager, Managing Member, President, or Vice-President</b>      |
| <b>Partnership</b>                              | The authorizing officer <u>must</u> be: <b>General Partner</b>   |
| <b>Joint Venture</b>                            | The authorizing officer <u>must</u> be: <b>An Authorized Officer of Each of the Ventures</b>               |

**BIDDER MUST ELECTRONICALLY PRINT, COMPLETE AND SIGN THIS  
DOCUMENT PRIOR TO UPLOADING AS AN ATTACHMENT INTO THE  
ELECTRONIC BID SYSTEM**

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**TECHNICAL QUESTIONNAIRE**

**Bidder must complete the entire questionnaire and indicate compliance.**

***Bidder is to indicate compliance in the appropriate box. Explain all NO responses.***

| 1. DELIVERY LOCATION  |  | Compliance   |
|---|--|--|
| <p>I understand the aircraft parts shall be of the highest quality and durability. All items bid under these specifications shall be brand new, nationally advertised and have been available to the trade for not less than two prior years; overhauled or repaired in accordance with Safran Helicopter engine maintenance, overhaul, or repair manuals. All labor and parts bid must be in compliance with Federal Aviation Regulations (FAR).</p> |  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <p>Delivery shall be made F.O.B.: Oklahoma City Police Aviation Unit<br/>Air Support Unit<br/>5505 S. Western Avenue<br/>Oklahoma City, OK 73119</p>  |  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <p>Bid price shall include total service and certification for engine, including but not limited to, shipping and delivery costs, x-ray and other inspection fees, the cost of parts, and any and all other costs for a turnkey contract. Bidders shall absorb any inflationary cost increases that occur between the time of bid and the time the service may actually be provided.</p>  |  |  |
| Comments:   |  |  |

| 2. RESPONSIBILITIES:   |  | Compliance   |
|--|--|--|
| <p>A. I understand the Bidder responsibilities are as follows:</p> <ol style="list-style-type: none"><li>1. Must be a Safran service center and certified for maintenance on the Arriel 2D engine.</li><li>2. Guarantee that only FAA certified power plant mechanics will work on the engine.</li><li>3. Pick up and deliver the engine at the home hangar base of the Police Air Support Unit. If aircraft is AOG at location other than home hangar, then pickup will be at AOG location.</li><li>4. Inspect and certify all usable engine parts.</li><li>5. Perform Level 3 maintenance and facilitate overhaul of engine.</li><li>6. Provide all FAA approved, serviceable parts required for overhaul and repair of engine.</li><li>7. Maintenance, repair, and overhaul warranty should be a minimum of 500 flight hours or 6 months, whichever comes first.</li><li>8. Qualified service representative present for initial operation of engine after module separation or overhaul.</li></ol> |  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <p>B. I understand the Contracting Entity's responsibilities are as follows:</p>   |  | <input type="checkbox"/> Yes <input type="checkbox"/> No |

1. Remove and install the engine in the helicopter.
2. Provide all parts unique to the aircraft.

C. I understand the Other Instructions are as follows:

☐ Yes ☐ No

1. All bids shall be in the form of a current parts and supplies catalog showing actual prices to the Contracting Entity or specifying the discount from retail prices of all parts.
2. Basic bid shall be in price per unit.
3. Required to perform Level 3 maintenance
4. Facilitate the overhaul of the Safran Arriel 2D engines.

☐ Yes ☐ No

D. Federal Aviation Requirements:

1. All labor and parts bid must be in compliance with Federal Aviation Requirements (FAR).

☐ Yes ☐ No

E. Optional bid shall be a guarantee of a discount from the prevailing retail price, with an attached estimate of price trends for the contract/pricing agreement period.

1. "Prevailing Retail Price" shall mean the average retail price quoted by at least three different vendors of the parts or supplies, other than the contract vendor.
2. Any decrease to the contract vendor from the manufacturers wholesale price or the jobbers price list will incur to the benefit of the Contracting Entity, and any increase of the same will incur to the benefit of the Bidder.
3. Bidder must notify Procurement Services, of the Contracting Entity, within ten days after new pricing is in effect.

Comments:

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### 3. PRICING

#### Compliance

I understand, the Contracting Entity prefers pricing for parts and materials be offered at a percentage discount from a retail catalog, price list or website. If a cost-plus percentage is bid, the Contracting Entity staff must have the ability to verify the pricing being charged is in compliance with the bid. The Bidder may be required to submit the price list page of the item(s) being purchased when requested by the Contracting Entity staff or produce a copy of the Bidder's invoice to verify pricing where cost plus percentages is bid.

☐ Yes ☐ No

Comments:

(Internal use only)

PeopleSoft Vendor ID: \_\_\_\_\_ Entered by: \_\_\_\_

Helpdesk Ticket #: \_\_\_\_\_ Date: \_\_\_\_\_

**The Bidder's Name that is entered on the Bid/Pricing Agreement/Contract Form & Non-Discrimination Form should match the Business Name on the Vendor Registration Form**

## VENDOR REGISTRATION FORM

**If you are a single member LLC classified as a Disregarded Entity on your W-9, you MUST provide the owner's SSN or EIN, not the LLC's EIN (see IRS pub 3402).**

Select One:

- ☐ **NEW DOMESTIC VENDOR** - Attach the most current IRS W-9 form, along with this form; both MUST be filled out in their entirety.
- ☐ **NEW FOREIGN ENTITY** - Attach the most current, appropriate, IRS W-8 form, along with this form; both MUST be filled out in their entirety.
- ☐ **UPDATE EXISTING VENDOR** - Attach the most current IRS W-9/W-8 form, along with this form; both MUST be filled out in their entirety.

**SDBE Program: Please select all applicable vendor characteristics:**

- ☐ Disadvantaged Business Enterprise DUNS Number (if any) \_\_\_\_\_
- ☐ Small Business - as defined by the U.S. Small Business Administration
- ☐ Women-Owned Business - % Women-Owned / Controlled \_\_\_\_\_ %
- ☐ Minority-Owned Business - % Minority-Owned / Controlled \_\_\_\_\_ % Ethnicity(ies) \_\_\_\_\_

If you checked any of the above boxes, please provide a brief description of your business:

If you checked any of the above boxes, do you wish to receive notifications of upcoming contract opportunities? \_\_\_\_\_

### Mailing Addresses:

#### PURCHASE ORDERS

BUSINESS NAME

ADDRESS 1

#### PAYMENT REMITTANCE

BUSINESS NAME

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ADDRESS 2

CITY

STATE

ZIP CODE

CONTACT PERSON

EMAIL ADDRESS

TELEPHONE NUMBER

ADDRESS 2

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STATE

ZIP CODE

CONTACT PERSON

EMAIL ADDRESS

TELEPHONE NUMBER

Do you wish to receive payments by electronic funds transfer?

Any vendor who accepts payment confirms the following: the invoice is true and correct; the work, service or materials as shown by the invoice or claim have been completed or supplied in accordance with the plans, specifications, orders or requests furnished the vendor; and the vendor has made no payment, directly or indirectly, to any elected official, officer or employee of this City, of money or any other thing of value to obtain payment See [62 O.S. § 310.9](#).

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer is now debarred or otherwise declared ineligible by a public agency for bidding or furnishing materials, supplies or services, to any other public agency thereof. NOTE: Article IV, Section 11 of the City Charter prohibits employees of the City from having a proprietary interest in City Contracts. See 11 O.S. §8-113.

TYPE NAME OF PERSON AUTHORIZED TO SIGN

TITLE

**BIDDER MUST ELECTRONICALLY COMPLETE AND SIGN THIS DOCUMENT PRIOR TO SUBMITTING  
INTO THE ELECTRONIC BID SYSTEM**

**Please be aware that typing in your password acts as your electronic signature, which is just as legal  
and binding as an original signature.**

(See Electronic Signatures in Global and National Commerce Act for more information.)

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## CONTRACTOR/VENDOR BACKGROUND CHECKS FOR ACCESS TO OR WORK IN CITY AND TRUST BUILDINGS AND STRUCTURES

The City has established a policy to better secure City and/or Trust owned or operated buildings and structures by requiring background and fingerprint checks of Non-City employees as a condition precedent to entering City and/or Trust buildings and structures. **Contractor/vendor employees and agents who will be required to enter City and Trust buildings and structures to perform a City or Trust Contract will be required to obtain and provide an Oklahoma State Bureau of Investigation background and fingerprint check to the General Service Director or designee before such Contractor/Vendor employee or agent will be permitted to enter City and/or Trust buildings and structures unescorted, at their cost.**

The General Services Director will establish and maintain a list of Non-City employees authorized to enter City and/or Trust buildings and structures. Background and fingerprint records will be maintained by the General Services Department in a secure location within the City's internal network. Said records will be destroyed within sixty days of: 1) final acceptance by the City Council in the case of construction projects, 2) termination or expiration of a procurement pricing agreement, 3) termination or expiration of an engineering, architectural or planner agreement, or 4) termination or expiration of a professional services agreement, unless the Contractor/Vendor has another contractor or agreement. The City reserves the right and authorizes the General Services Director or designee to request and require any such background check be updated and resubmitted. In addition, the Contractor/Vendor acknowledges and agrees that Contractor/Vendor employees and agents will be asked to verify their identity with a government issued picture identification (Driver's License, Passport, Oklahoma issued Identification Card) from the employee or agent's state of residence to enter City and/or Trust owned or operated buildings and structures.

Arrest and/or conviction records may disqualify Contractor/Vendor employees or agents from access or for work in City or Trust buildings and structures.

In addition to the Sex Offenders Registration Act (57 O.S. Section 581 *et seq.*) and the Mary Rippey Violent Crime Offenders Registration Act (57 O.S. Section 591 *et seq.*), the following criteria will be used when reviewing Contractor/Vendor employee or agent requests for building access:

- (a) Any unpardoned felony conviction or plea of nolo contendere may be disqualifying, depending on the nature of the conviction and the relation to the scope of the contract or price agreement, except under the following circumstances:
1. Access to City or Trust buildings and structures is contingent upon successful completion of two (2) years of a deferred or suspended sentence (if the sentence exceeds two (2) years), otherwise, after successfully serving the complete sentence. Applicants must submit two (2) favorable written references, one (1) of which must be from an employer with whom the individual has worked within the last two years. Situations where the applicant is unable to provide a written reference from an employer with whom the individual has worked within the last two (2) years will be reviewed by the General Services Director or designee on a case-by-case basis.
  2. Applicants convicted of a felony and ordered to serve time with the Department of Corrections may be eligible for access, depending on the nature of the conviction and the position sought, two (2) years from the date of parole. Applicants must submit two (2) favorable written references, one (1) of which must be from an employer with whom he or she has worked within the last two (2) years will be reviewed by the General Services Director or designee on a case-by-case basis.

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- (b) Any unpardoned conviction(s) involving the following offenses may be disqualifying: moral turpitude; non-consensual sex acts; distribution or trafficking of controlled dangerous substances; assault and battery with a dangerous weapon, or any offense involving a minor as a victim.
- (c) Any applicant who has been convicted of a felony, is a current defendant of a Victim Protection Order (VPO) or has been convicted of a misdemeanor crime of Domestic Violence, will not be considered for facility access. Misdemeanor convictions and traffic violations will be evaluated on an individual basis and may be disqualifying.
- (d) Any applicant with a pending felony or misdemeanor charge (other than minor traffic violations) will be ineligible for access, until a final disposition of the charge is made.
- (e) Any conviction that has been pardoned or expunged cannot be considered in a facility access decision.

If it is determined that information obtained through the applicant's OSBI criminal records check makes the applicant unsuitable for access to City or Trust buildings or structures, the General Services Department will notify the applicant immediately and provide a copy of any criminal record information.

- (a) The applicant will be given seven (7) business days to provide information that negates the validity and relevance of the criminal record. If the information obtained through the criminal records check cannot be invalidated by the applicant, the applicant will be denied facility access.
- (b) In determining an applicant's suitability for facility access, the General Services Department will consider information including, but not limited to the following:
  1. Relevance of the crime to the proposed work to be performed.
  2. Nature of the work to be performed;
  3. Recency of the conviction;
  4. Sensitivity of and potential risk to accessible information, systems, or equipment; and
  5. Potential risk or threat to City employees.

Upon approval of a contract or agreement by the City Council/Trust, the successful Contractor(s)/Vendor(s) will be required to submit to the General Services Department the following completed documents for **each** employee requiring access to City or Trust buildings and structures to fulfill the terms of the contract or agreement.

1. Non-Employee Building Access Request Form – available upon request at (405) 297-2123
2. OSBI Criminal History Information Request Portal Response – available at <http://www.ok.gov/osbi/CriminalHistory/CHIRP>

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**Question and Answers for Bid #25406 - MAINTENANCE REPAIR, OVERHAUL SAFRAN ARRIEL  
2D HELICOPTER TURBINE ENGINES, PARTS**

**Overall Bid Questions**

There are no questions associated with this bid.

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